

**REGULAR, 7/14/2020 10:30:00 AM**

BE IT REMEMBERED that on July 14, 2020, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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:

*Notice of Meeting and Agenda and Minutes*  
*July 14, 2020*

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  
 July 14, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **14th** day of **July 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

Note: Budget Hearings will be held this week, July 13-17, 2020 (see attached schedule)

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: [https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm) Listen to audio by calling 571-748-4021 PIN # 623-6974#. The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

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

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



## **PURCHASING:**

1. Execute, receive and file a contract renewal for (IFB 19-030/YS), Term Contract for Inmate Clothing and Supplies for Jefferson County with Bob Barker Company, Inc. for a first one year renewal from July 14, 2020 to July 13, 2021; with price increases as shown on Attachment A. Price increases are due to the increase in raw material costs from suppliers..

**SEE ATTACHMENTS ON PAGES 10 - 12**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

2. Consider and possibly approve, execute, receive and file Change Order No. 1 for (JOC 19-050/DC) with SETEX Construction Corp. for the Repair of the Jefferson County Port Arthur Health & Welfare/Adult Probation Building for water proofing with Masterseal 750AA elastomeric in the amount of \$14,245.80. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

**SEE ATTACHMENTS ON PAGES 13 - 17**

**Action: TABLED**

3. Consider and possibly approve, execute, receive and file a First Amendment to the Laboratory Services Agreement between BioReference Laboratories, Inc. and Jefferson County, Texas to increase the laboratory COVID-19 test cost from \$50.00 to \$100.00 per specimen as noted in Section 3.1 of the agreement signed on March 23, 2020.

**SEE ATTACHMENTS ON PAGES 18 - 18**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **COUNTY AIRPORT:**

4. Consider, possibly approve and authorize the County Judge to execute a Ground Lease Agreement between Jefferson County and Mid-County Plaza LLC for approximately 8.2 acres of property located at the Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 19 - 44**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

5. Consider and approve budget transfer – Constable Pct.1 - additional cost for uniforms.

120-3065-425-3017	CLOTHING	\$400.00	
120-3065-425-5062	TRAVEL EXPENSE		\$400.00

**SEE ATTACHMENTS ON PAGES 45 - 45**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

6. Consider and approve budget transfer – Road & Bridge Pct.1– additional cost for extra help.

111-0102-431-1005	EXTRA HELP	\$1,100.00	
111-0105-431-3034	DIESEL FUEL		\$1,100.00

**SEE ATTACHMENTS ON PAGES 46 - 46**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*July 14, 2020*

7. Consider and approve renewal of Title IV-E Child Welfare and Legal Services Contracts with the Texas Department of Family and Protective Services. Renewal dates are 10/01/2020 to 09/30/2021.

**SEE ATTACHMENTS ON PAGES 47 - 72**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

8. Regular County Bills – check #473310 through checks #473491.

**SEE ATTACHMENTS ON PAGES 73 - 80**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

9. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-2020, Pursuant to Section 418.108 (b) of the Texas Government Code.

**SEE ATTACHMENTS ON PAGES 81 - 81**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **ENGINEERING:**

10. Consider and possibly approve a Preliminary Plat of Madison Oaks Subdivision being 52.572 acres out of the W.H. Aldridge Survey Abstract No. 813 & G.W. Paine Survey Abstract No. 188 Jefferson County, Texas. This subdivision is located off FM Highway 365 in Precinct #4. The Preliminary Subdivision Plat and Construction plans have been reviewed by Jefferson County Engineering and Drainage District #6 and meet our requirements.

**SEE ATTACHMENTS ON PAGES 82 - 115**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

11. Consider and possibly approve a Final Plat of Diamond D Ranch Phase 6, Block 5, Lots 2 – 20. Being a 12.70 acre subdivision out of a remainder of a called 79.90 acre tract recorded in CCF No. 2012032739 O.P.R.J.C.T. in the James Gerish Sr. League, A-24, Jefferson County. It is located off of Diamond Drive in Precinct #1. This plat is within the City of Beaumont ETJ and met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 116 - 121**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

Note: Budget Hearings will be held this week, July 13-17, 2020 (see attached schedule)

## **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.**

*Notice of Meeting and Agenda and Minutes*  
*July 14, 2020*

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

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to listen to the Commissioner's Court meeting. The following option is available: Listen to audio by calling 571-748-4021 PIN # 623-6974#.

**BUDGET WORKSHOP SCHEDULE  
2020-2021**

**Monday, July 13**

9:30 a.m. Budget overview  
 9:45 a.m. Tax (1011) Getz  
 10:00 a.m. Mosquito Control (5081) Wheeler  
 10:15 a.m. Maintenance – Beaumont (6083) Keller  
 10:30 a.m. MIS (1025) Ross  
 10:45 a.m. County Clerk (1014)/Elections Department (1034) Guidry

12:00 p.m. thru 1:30 p.m. Break for Lunch

1:30 p.m. Visitor Center (8040) - Hughes  
 1:45 p.m. Ford Park  
 2:00 p.m. Airport (7091) Rupp  
 2:15 p.m. Health & Welfare I (5074)/II (5075)/Indigent Health (5079) Walkes

**Tuesday, July 14**

10:30 a.m. Commissioners Court Meeting

12:00 p.m. – 1:30 p.m. – Break for lunch

1:30 p.m. Constable Pct. 1 (3065) Smith-Pollard  
 1:45 p.m. Constable Pct. 6 (3070) Baker  
 2:00 p.m. Constable Pct. 7 (3071) Adams  
 2:15 p.m. Constable Pct. 8 (3072) Collins  
 2:30 p.m. Sheriff (3059)/ Crime Lab (3060)/Jail (3062)/Marine (865) Stephens

**Wednesday, July 15**

9:30 a.m. District Attorney (2030) Wortham  
 9:45 a.m. 60<sup>th</sup> District Court  
 10:00 a.m. County Court at Law II  
 10:15 a.m. Juvenile Probation (3063)/Detention (3064) Cockrell  
 10:30 a.m. General Services (1024)/Tobacco (125)  
 Road & Bridge Precincts  
 Capital Projects  
 Discuss all other Departments not scheduled



**Page Two:**  
**Continued Budget Hearings**

**Wednesday, July 15**

**12:00 p.m. – 1:30 p.m. – Break for lunch**

**1:30 p.m.      Open**

**Thursday, July 16**

**Open**

**Friday, July 17**

**Open**

The following departments are not scheduled - No capital other than computers or vehicles and no personnel changes requested. MIS will be asked to make recommendation for Computer requests and Service Center will be asked to make recommendation on vehicle requests. Extra help and/or Travel less than \$3,000 increase and only minor changes to other operating line items:

Engineering	Dispute Resolution	County Judge
Agriculture	Human Resource	Voter Registration
Treasurer	Risk Management	District Clerk
Jury	Port Arthur Maintenance	Community Supervision
Criminal District Court	Mid-County Maintenance	Constable Pct. 2
Court Master	County Morgue	Constable Pct. 4
58 <sup>th</sup> District Court	Nurse Practitioner	Parks
136 <sup>th</sup> District Court	Child Welfare	
172 <sup>nd</sup> District Court	Environmental Control	
252 <sup>nd</sup> District Court	Emergency Management	
279 <sup>th</sup> District Court	Veterans	
317 <sup>th</sup> District Court	Service Center	
County Court at Law I	Historical Commission	
County Court at Law III	JP Pct. 4	
JP Pct. 1, Pl 1	JP Pct. 6	
JP Pct. 1, Pl 2	JP Pct. 7	
JP Pct. 2	JP Pct. 8	

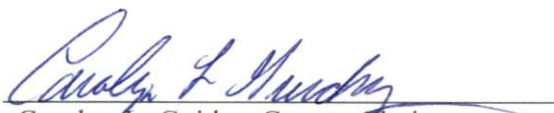
**NOTE: TIMES ARE TENTATIVE. YOU MAY WANT TO COME A FEW MINUTES EARLY IN CASE BUDGET HEARINGS ARE MOVING QUICKLY.**

**CONTRACT RENEWAL FOR IFB 19-030/YS**  
**TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR**  
**JEFFERSON COUNTY**

The County entered into a contract with Bob Barker Company, Inc. for one (1) year, from July 15, 2019 to July 14, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from July 14, 2020 to July 13, 2021.

ATTEST:

  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:

Bob Barker Company, Inc.

  
(Name)





Jefferson County  
1149 Pearl St FL 1  
Beaumont, TX 77701-3638

To Whom it May Concern,

Bob Barker Company would like to request a 5% price increase on all items related to the Inmate Clothing and Supplies contract, number 19-030/YS. This increase is necessary due to the increase in raw material costs we have received from our suppliers.

Thank you for your consideration,

A handwritten signature in black ink that reads "Rebecca Miller". The script is cursive and fluid.

Rebecca Miller  
Contract Specialist  
Bob Barker Company  
Rebeccamiller@bobbarker.com

## ATTACHMENT A

IFB 19-030/YS

Term Contract for Inmate Clothing and Supplies for Jefferson County

Awarded: July 15, 2020

Item	Unit	Description	Size	Unit Price	Proposed Price	Vendor
1	Each	Inmate Coveralls (yellow, navy blue, orange, red)	X-Sm	\$11.89	\$12.48	Bob Barker Company
			Small	\$11.89	\$12.48	Bob Barker Company
			Med	\$11.89	\$12.48	Bob Barker Company
			Large	\$11.89	\$12.48	Bob Barker Company
			X-L	\$11.89	\$12.48	Bob Barker Company
			1X-L	\$11.89	\$12.48	Bob Barker Company
			2X-L	\$11.89	\$12.48	Bob Barker Company
			3X-L	\$11.89	\$12.48	Bob Barker Company
			4X-L	\$12.75	\$13.39	Bob Barker Company
			5X-L	\$12.75	\$13.39	Bob Barker Company
			6X-L	\$12.75	\$13.39	Bob Barker Company
			7X-L	\$14.75	\$15.49	Bob Barker Company
			8X-L	\$14.75	\$15.49	Bob Barker Company
			9X-L	\$14.75	\$15.49	Bob Barker Company
			10X-L	\$14.75	\$15.49	Bob Barker Company
			11X-L	\$17.75	\$18.64	Bob Barker Company
			12X-L	\$17.75	\$18.64	Bob Barker Company
			13X-L	\$17.75	\$18.64	Bob Barker Company
			14X-L	\$18.90	\$19.85	Bob Barker Company
			15X-L	\$20.00	\$21.00	Bob Barker Company
6	Each	Mattress	30"x75"x4"	\$35.98	\$37.78	Bob Barker Company
12	Each	Laundry Bag (mesh), white	18"x24"	\$1.54	\$1.62	Bob Barker Company

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

July 8, 2020

Deb Clark  
Jefferson County  
1149 Pearl Street  
Beaumont, Texas 77701

(409) 842-8181  
(409) 842-2274  
setex@setexconstruction.com  
setexconstruction.com

**Project:** "Jefferson County Health and Welfare [186]"

**Subject:** "Scope Change Proposal"

General Contracting

Dear Ms. Clark:

Job Order Contracting

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

Facilities Maintenance

**Waterproofing**

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

- Clean all surfaces by cold water restoration method.
- All bricks and mortar joints, both vertical and horizontal, shall be carefully examined
- All open, cracked, or defective mortar joints shall be cut back by the power grinding method to minimum depth of ½ inch and a maximum depth of 1 inch.
- All joints to be repaired shall be dampened applying mortar in ½ inch intervals to prevent shrinkage or cracking until joints are full. Moisture cure for 24 hrs
- Remove all old deteriorated caulk sealant then dispose of in the proper manner.
- Prime all joints to receive caulk with Masterseal Primer applied by brush
- Install Denver Foam's Soft Cell Backer Rod 25% larger than the joint to width and depth of joint to manufacturer's specification.
- Apply Masterseal NP1 Sealant by handgun method to all areas receiving sealant then hand tool to a neat, straight, watertight seal.
- Caulk all penetrations thru wall such as light pipes, vents, and electrical boxes.
- Caulk control joint from wall slab to sidewalk around perimeter of building with Masterseal NP1 or SL1 sealant
- Apply Sherwin Williams water-based enamel to all wood or steel frames by brush or roller a minimum of two coats
- After cleaning, all repairs, and caulking have been completed, two full coats of Masterseal 750 AA elastomeric coating will be applied by brush, roller or spray at the rate of 1.5 gallon per 80 sq. ft. per coat to waterproof and preserve the aging precast stone color of owner's choice.

**Credits**

- Apply Prosco Cat 5 to all interior block walls around perimeter of building.
- Spray closed cell foam insulation on all interior block walls around perimeter of building
- Demo remaining existing sheetrock on perimeter walls of building.
- Remove and reset existing wall angle of acoustical ceiling with ceiling tile
- Remove all existing metal framing around perimeter of building



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

**Exclusions:**

This Proposal does not include raising any curbs. Relocation of any gas lines. Providing temporary air while units are being disconnected. Moving any personal belongings, computers, medical equipment or any confidential items. Unforeseen items beyond scope listed above, overtime, permits and liquidated damages.

We estimate approximately ninety (90) working days upon material delivery

(409) 842-8181  
(409) 842-2274  
setex@setexconstruction.com  
setexconstruction.com

General Contracting

Total Proposed Cost **\$ 14,245.80**

Job Order Contracting

Facilities Maintenance

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm. Please contact us at 409-842-8181 at your convenience to go over this estimate. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Commercial

Industrial

We trust the proposal meets with your approval and please advise us accordingly.

Respectfully submitted,  
**SETEX Facilities and Maintenance**

Government

Healthcare

Michael Waidley  
Project Manager

**JEFFERSON COUNTY, TEXAS**

Infrastructure

19-0194

**Jeff Branick, County Judge**

Corporate

Education

**ATTEST:**

*Carolyn L. Guidry*  
**Carolyn L. Guidry, County Clerk**



Performing Arts

Historical



**Preliminary Estimate, by line item**  
**Lester Renfrow**  
**SETEX Facilities and Maintenance, LLC**  
**15/041JUN-11 - 2015 Choice Partners JOC Texas SETEX - Renewal - 8/18/2018**  
**to 8/17/2019**  
**CO #1 Exterior Paint - 19-0194 CO #1**

**Estimator: Lester Renfrow**

**Summary of tagged estimates...**

Project Scope:

**Division Summary (MF04)**

01 - General Requirements	\$6,557.00	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry	\$19,684.68	31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	\$51,112.25	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	\$18,052.54	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	\$19,361.16
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)	\$12,543.13
25 - Integrated Automation			

**Totalling Components**

Priced Line Items	\$6,818.03
RSMeans BEAUMONT, TX CCI 2020Q1, 84.30%	\$1,070.44

**Material, Labor, and Equipment Totals (No Totalling Components)**

Material:	\$17,803.85
Labor:	\$30,523.14
Equipment:	\$176.14
Other:	\$(0.02)
Laborhours:	348.45
Green Line Items:	1
	\$(16,224.31)

2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$632.23
Nonpriced Line Items	\$19,361.16

**Priced/Non-Priced**

Total Priced Items:	13	\$16,818.03	
Total Non-Priced Items:	1	\$19,361.16	154.36%
	14	\$12,543.13	

**Grand Total \$14,245.80**

# Preliminary Estimate, by line item

Estimator: Lester Renfrow

Combined estimates...

Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>01 - General Requirements</b>						
1	01-54-33-40-0020-4 Rent per month for rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric	Ea.	1.0000	\$1,265.00	\$1,265.00	RSM20FAC E, O&P P
2	01-54-33-40-4000-4 Rent per month for rent paint sprayers complete 17 cfm	Ea.	1.0000	\$1,089.00	\$1,089.00	RSM20FAC E, O&P P
3	01-54-33-40-5450-3 Rent per week for pressure Washer 5 gpm, 3000 psi	Ea.	1.0000	\$363.00	\$363.00	RSM20FAC E, O&P P
4	01-93-13-04-0130 Caulking masonry, culout and recaulk, silicone, excl staging	L.F.	600.0000	\$6.40	\$3,840.00	RSM20FAC M, L, O&P P
<b>01 - General Requirements Total</b>					<b>\$6,557.00</b>	
<b>04 - Masonry</b>						
5	04-01-20-52-0300 Cleaning masonry, heavy restoration, light soil, by chemical, high pressure wash, brush and rinse, excludes scaffolding 9456-214.385 = 9,241.64	S.F.	9,241.6350	\$2.13	\$19,684.68	RSM20FAC M, L, O&P P
<b>04 - Masonry Total</b>					<b>\$19,684.68</b>	
<b>07 - Thermal and Moisture Protection</b>						
6	07-21-29-10-0330 Insulation, polyurethane foam, 2#/CF density, 3" thick, R19.5, sprayed 548.1*15*1.15*60 = 5,672.84	S.F.	-5,672.8350	\$2.86	\$(16,224.31)	RSM19FAC Gm, M, L, E, O&P P
7	07-56-10-10-0120 Elastomeric roofing, acrylic rubber, fluid applied, reinforced, 50 mils thick closest line item to CAT 5 barrier used on perimeter interior walls 548.1*15*1.15*60 = 5,672.84	S.F.	-5,672.8350	\$6.15	\$(34,867.94)	RSM19FAC M, L, E, O&P P
<b>07 - Thermal and Moisture Protection Total</b>					<b>\$(51,112.25)</b>	
<b>09 - Finishes</b>						
8	09-01-90-92-0510 Paint preparation, surface protection, placement & removal, basic drop cloths (136+136+114+114)*4 = 2,000.00	S.F.	2,000.0000	\$0.09	\$180.00	RSM20FAC L, O&P P
9	09-01-90-92-0520 Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	600.0000	\$0.79	\$474.00	RSM20FAC M, L, O&P P
10	09-91-23-72-4000 Paints & coatings, walls & ceilings, interior, masonry or concrete block, block filler, 1 coat, brushwork 9456*1.05 = 9,928.80	S.F.	9,928.8000	\$1.48	\$14,694.62	RSM20FAC M, L, O&P P
11	09-91-23-72-4000-8200 Paints & coatings, walls & ceilings, interior, for work 8'-15' high, add (Modified using 09-91-23-72-8200) (136+136+114+114)*7*1.05 = 3,675.00	S.F.	3,675.0000	\$0.08	\$294.00	RSM20FAC L, O&P P

# Preliminary Estimate, by line item

Estimator: Lester Renfrow

Combined estimates...

## 09 - Finishes

Item	Description	UM	Quantity	Unit Cost	Total	Book
12	09-91-23-72-4000-8300 Paints & coatings, walls & ceilings, interior, for work over 15' high, add (Modified using 09-91-23-72-8300) (136+114+114)*5*1.05 = 1,911.00	S.F.	1,911.0000	\$0.17	\$324.87	RSM20FAC L, O&P P
13	09-91-23-72-4000-8410 Paints & coatings, walls & ceilings, interior, for heavy textured surfaces, add (Modified using 09-91-23-72-8410) 9456*1.05 = 9,928.80	S.F.	9,928.8000	\$0.21	\$2,085.05	RSM20FAC L, O&P P

## 09 - Finishes Total

\$18,052.54

## Alternate

14	09-96-53-10-0150 Coatings, elastomeric, high build, water proof, SW Confex XL, 70-80 sq ft/gal	S.F.	9,928.8000	\$1.95	\$19,361.16	Alternate M, L, B N
	9456*1.05 = 9,928.80					

## Alternate Total

\$19,361.16

## Estimate Grand Total

14,245.80



**FIRST AMENDMENT TO LABORATORY SERVICE AGREEMENT**

This First Amendment to Laboratory Service Agreement ("Amendment"), effective as of the last signature below ("Effective Date"), is by and between **BIOREFERENCE LABORATORIES, INC.** and **THE COUNTY OF JEFFERSON, TEXAS.**

*WITNESSETH*

WHEREAS, the parties entered into a Laboratory Service Agreement March 23, 2020, which is currently in full force and effect ("Agreement").

WHEREAS, the parties wish to amend the LSA by way of this Amendment.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises, and intending to be legally bound, the parties agree as follows:

- SECTION 3.1.** Section 3.1 of the Agreement shall be deleted and replaced by the below Section 3.1:

**3.1 Fees.** The County agrees to pay Laboratory One Hundred Dollars (\$100) per specimen submitted for COVID-19 Test performed by Laboratory.

- TERMS OF AGREEMENT.** Except as amended by this Amendment, all other terms and conditions of the LSA remain unchanged and are hereby ratified and reaffirmed. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control and govern.

IN WITNESS HEREOF, the parties have signed this Amendment as of the Effective Date.

**BIOREFERENCE LABORATORIES INC.**

By: Cindy Jacke

Name: Cindy Jacke

Date: 7/8/2020

**THE COUNTY OF JEFFERSON**

By: [Signature]

Name: Jeff Branick

Date: 07/14/2020

**ATTEST:**

[Signature]  
Carolyn L. Gundry, County Clerk





The State of Texas	§	Commercial Development
County of Jefferson	§	Land Lease Agreement (LaBrie-Retail 1)

This is a lease agreement (herein "Agreement" and/or "Lease"), made as of **July 14, 2020**, by and between Jefferson County, Texas, ("LESSOR" or "LESSOR"), a political subdivision of the state of Texas, and Mid-County Plaza, LLC, ("LESSEE" or "LESSEE") a limited liability company formed under the laws of the State of Texas, and as such, authorized to do business in Jefferson County, Texas.

### Recitals

WHEREAS, Jefferson County (herein sometimes the "County"), a political subdivision of the State of Texas, herein sometimes also referred to as "LESSOR", is the LESSOR and operator of the Jack Brooks Regional Airport (herein the "Airport") and certain property adjacent to the Airport described more particularly in **Exhibit A Overall Development Area** (herein the "Development Property") attached hereto and incorporated herein for all purposes, all of which property is subject to various rules, regulations and limitations as to use imposed by the Federal Aviation Administration ("FAA"); and

WHEREAS, Mid-County Plaza, LLC., herein sometimes referred to as "LESSEE", is in the business of real estate development and incident to same, has expressed a desire to ground lease the Development Property from LESSOR, for the express purpose of developing, constructing and operating, whether directly or through subtenants, certain improvements to and upon the property, including certain building improvements, all as detailed more particularly hereinafter, which overall building and other improvements to be constructed by or through the LESSEE described more particularly in **Exhibit B Initial Plot Plan**, with same being referred to herein as the "Development".

In consideration of the mutual covenants herein contained, LESSOR and LESSEE enter into the following ground lease agreement, herein called the "Lease", subject to the terms, conditions and limitations detailed hereinafter.

### Terms

1. **Demised Premises.** Jefferson County, as LESSOR, hereby lets to LESSEE and LESSEE hereby leases from LESSOR, on an exclusive basis, that certain tract of land generally described in **Exhibit A Overall Development Area** containing 357,885 square feet more or less, located at the Airport; together with the right to use and enjoy all improvements, rights and appurtenances thereon, whether existing or constructed or to be constructed, referred to herein as the "Property", "Leased Premises" and/or "Demised Premises."
  - a. The final actual square footage of the Property shall be determined by a Registered



Professional Land Surveyor, with the final description, to include detailed determination of the actual square footage of the tract, which final description is to be evidenced by a post effective date exhibit (to be attached hereto upon completion as **Exhibit C**), with said exhibit to be approved by both parties, and with such approval being evidenced by the execution of the final form of **Exhibit C Certificates of Occupancy & Surveys** by authorized representatives of both LESSOR and LESSEE.

- i. Reference to the term "Property" and/or "Leased Premises" hereinafter shall refer to the property described more particularly in either or both **Exhibit A**, and upon completion of same, **Exhibit C**.
  - b. Any public roads or private roads that may be dedicated for public use in the future erected, installed, or placed within the demised premises, including the appropriate easements, will be excluded from the rental calculation. All roads, public or private, must meet Jefferson County and City of Nederland standards and approved in writing by the County after approval from other regulatory governmental entities, with said approval from the County not to be unreasonably withheld.
    - i. If any road that is erected, installed, or placed within the demised premises does not meet the standards set forth by either Jefferson County and or The City of Nederland, said road(s) will be considered private and will be responsibility of the LESSOR to maintain and or considered to be private driveway(s).
  - c. Landscaped areas are excluded from rental calculation as long as said areas are used for landscaping and add to the overall aesthetics and curb appeal of the airport and improvements. Drainage improvements and easements shall be excluded from the rental calculation.
  - d. Subject to and with the benefit of the terms, covenants, and conditions of this Lease, the LESSOR hereby demises and leases to LESSEE, and LESSEE hereby takes and leases from LESSOR, the Property (herein also the "Demised Premises"), to have and to hold exclusively during the Lease term of this Lease.
2. **Development/LaBrie- Retail 1.** The development contemplated by Lessee, as detailed more particularly hereinafter, is to include retail development, subject to all applicable FAA regulations as well as all Jefferson County and City of Nederland building codes and regulations, which improvements to be constructed are to be described in **Exhibit C**, a post execution exhibit, to be attached hereto, after approval by the LESSOR.
  3. **Right of Flight Reservation.** LESSOR, for itself, other lessees and tenants of the County and/or the Airport as well as for its permittees, invitees, successors and assigns, reserves the right of flight for the passage of all types of aircraft now in existence or hereafter created above the Development Property, to include, without reservation, the Property. LESSOR, its consignees,



additional lessees and tenants of the Airport, and its permittees, licensees, successors and assigns, shall likewise be entitled to cause such noise, smoke, vapors, sound effects and other distractions as may be reasonably inherent in landing at, taking off from, or operation of aircraft on, above or upon the Airport.

4. **Inspection Period.**

- a. LESSEE and its agents and representatives shall be authorized to go upon the Development Property, including the Property/Demised Premises made the basis of this Agreement, at all reasonable times to inspect the condition of the Property, perform surveys, evaluations, inspections and testing, determine the status and/or availability of utilities and access, conduct zoning investigations, feasibility studies and other studies or tests that LESSEE, and/or its lenders (if any) may deem necessary or appropriate to determine if, in LESSEE's sole discretion, the Demised Premises are suitable for LESSEE's intended use.
- b. LESSEE may terminate, with or without cause, this Lease, without further obligation, prior to 5:00 P.M., Beaumont, Texas time on **October 31, 2020**.
- c. Should LESSEE fail to notify LESSOR of its election to terminate this Lease on or before the expiration of the Inspection Period this Lease shall be deemed to have been accepted by all parties and LESSEE shall be obligated to construct related improvements contemplated by **Exhibit B Initial Plot Plan**.
- d. LESSEE shall indemnify and hold LESSOR, the County, harmless from and against any and all losses, claims and/or liabilities, including attorneys' fees, engineering, and or surveyors fees arising or resulting from inspections made by LESSEE detailed herein, which indemnification obligations shall survive the expiration or termination of this Lease.

5. **Effective Date/Base Rent Effective Date.** The effective date of this lease shall be the date of execution by the last to execute of either LESSEE or LESSOR. The effective date upon which Base Rent shall commence shall be on the EARLIER of

- i. the date the LESSEE completes construction of the improvements to be detailed in Exhibit A (which construction shall be prosecuted with all reasonable diligence) and receives its certificate of occupancy related to same; or
- ii. **November 1, 2021**: 12 months after the Inspection Period expiration date.

For purposes of this lease, a certificate of occupancy shall consist of a letter from LESSEE or LESSEE's authorized representative with a plat depicting the lease square footage to be approved by LESSOR and LESSEE. At no time will LESSEE permit any LESSEE's tenants or sub-lessees occupy any building without providing LESSOR a certificate of occupancy and before paying LESSOR base rent.



Both parties acknowledge that not all intended improvements will be completed simultaneously and that portions of the intended development will be completed prior to others. Base rent will commence on only portions of the development completed, with based on submitted Exhibit Cs, as long as construction of the rest of the intended development is progressing.

6. **Original Term.** The term of this lease shall be for a period of 588 calendar months (49 years), plus the partial month, if any, following the effective date of this lease, unless sooner terminated or extended by virtue of a provision herein.
7. **Hold Over LESSEE.** If LESSEE remains in possession of the Demised Premises after the expiration of the Original Term, LESSEE shall be deemed to be occupying the Demised Premises as a tenant at sufferance, on a month-to-month basis, with base rent during said holding over period accruing at a minimum of one hundred and twenty-five percent (125%) of the Base Rent herein specified (prorated on a monthly basis), subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy at sufferance.
8. **Base Rent.** As rent for the premises and the Lessee's right and privileges hereunder, the Lessee agrees to pay the Lessor in accordance with the following schedule:

Term - Years	Annual Base Rate (Sq Ft)	Annual Base Rent
1-5	\$ 0.37	\$ 132,417.45
6-10	\$ 0.38	\$ 135,996.30
11-15	\$ 0.39	\$ 139,575.15
16-20	\$ 0.40	\$ 143,154.00
21-25	\$ 0.41	\$ 146,732.85
26-30	\$ 0.42	\$ 150,311.70
31-35	\$ 0.43	\$ 153,890.55
36-40	\$ 0.44	\$ 157,469.40
41-45	\$ 0.45	\$ 161,048.25
46-49	\$ 0.46	\$ 164,627.10

for the exclusive use of the DEMISED PREMISES. Rents shall be paid in monthly installments, in advance, on the first day of each month, in a sum equal to 1/12 of such annual base rent.



Rental installments not paid by the fifteenth (15th) day of the month in which due shall bear interest from the fifteenth day of the month due until paid at the rate of 10% per annum.

Base rent detailed herein is based upon an estimated final square foot size of 357,885 square feet. The base rent will be adjusted as necessary to comply with the final actual square foot determined by surveyors retained to determine the Legal Description of the Property, which final determination shall be attached to this Lease as **Exhibit C** as detailed herein above. Base rent will be calculated, in the interim and until the development is complete, based off the square footage shown on the plat attached to the certificate of occupancy.

9. **Commencement of Rent.** Rental payments as provided above shall be payable on but not before the Base Rent effective date of this lease as determined in Section 5 hereof.
10. **Adjustment of Rent.** The rent shall be adjusted as set forth above in Section 8.
11. **Exhibits.** The following exhibits are attached to and made a part of this Lease for all purposes:
  - a. Exhibit A. Overall Development Area, (Aerial showing the Development location);
  - b. Exhibit B. Initial Plot Plan (Diagram depicting intended development)
  - c. Exhibit C-1 thru C-X. Description of Improvements in final form via Certificates of Occupancy with accompanying Survey
  - d. Exhibit D. As-Builts
    - i. LESSEE agrees to provide plans to include underground utilities and connections as well as any in-ground retention or other subsurface addition by LESSEE.
    - ii. LESSEE agrees to provide any engineering reports, drainage plans, topographic surveys, and construction plans and documents to LESSOR upon completion of construction.
    - iii. LESSEE is not obligated to provide plans or locations of underground lines, utilities, connections, retention, or other subsurface objects authorized by LESSOR without LESSEE's written acknowledgment.
  - e. Exhibit E. Right of Refusal
12. **Restrictions Affecting the Demised Premises.** LESSOR represents and warrants that there are no easements, covenants, conditions or restrictions affecting the Demised Premises that (i) are in conflict with any provision of this Lease or (ii) require the consent or approval of this Lease or any provision contained herein by any third party other than the FAA as previously disclosed to LESSEE. LESSEE shall be responsible for acquisition of approvals as may be necessary from the FAA. Entrances to the Development and access routes to the Demised Premises shall not be closed or materially rearranged during the lease term unless necessary for maintenance of infrastructure or airport operations.



13. **Construction of the Demised Premises.** The improvements constructed by LESSEE or LESSEE's lessees on the Demised Premises ("LESSEE's Improvements") shall be constructed and shall be and remain the property of LESSEE or LESSEE's lessees, as applicable. Upon the expiration of the Terms or Option Terms hereof, the LESSEE's Improvements shall be deemed the property of and owned by LESSOR.

In the event LESSEE fails to commence construction of improvements on or before 270 days after the Inspection Period expiration date, at the option of the LESSOR,

- a. LESSOR, or its assignees, may sue for specific performance to enforce this Lease, including LESSEE's obligation to construct the improvements, or;
  - b. LESSOR may be authorized, in its sole discretion, to terminate the Lease as of such time and LESSEE's Security Deposit, if any, shall be deemed forfeited and paid to LESSOR and all obligations of this Lease, save and except those specifically intended to survive, shall terminate and be of no further force or effect.
14. **Taxes.** LESSEE agrees to pay any taxes or special assessments that may be levied against the Demised Premises, the leasehold interest, and LESSEE's improvements constructed thereon, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment attributable to the leased premises. For purposes of clarity and notwithstanding anything to the contrary in this Lease, LESSEE shall be responsible to pay the portion of the taxes levied against the improvements on the Premises only. If the improvements on the Premises are assessed with some other portion of the Development for the purpose of taxes, then until the improvements on the Premises is separately assessed LESSEE shall pay a pro rata share of the taxes determined by multiplying the taxes for the entire Development by a fraction, the numerator of which is the number of square feet of enclosed floor area in the Premises and the denominator of which is the total number of square feet of gross leasable area in the Development. LESSEE agrees that it shall make its best efforts in any re-appraisal of the improvements on the Premises such that only the improvement that is then being developed shall be subject to taxes. LESSEE may in good faith, by appropriate proceedings and at LESSEE's expense, contest any taxes for which LESSEE is liable under this Lease or any valuation of property on which such taxes are based. Where such procedure is provided for by law, LESSEE may pay any contested taxes under protest or into the registry of the court of competent jurisdiction. Any documents required to enable LESSEE to effect the foregoing shall be executed and delivered by LESSOR on reasonable demand by LESSEE.

15. **Plans and Specifications.**

Both parties acknowledge that the development location is within the City of Nederland's



jurisdiction and must meet all building requirements the City of Nederland may have over the intended development. At any time where the City of Nederland's building requirements are in conflict with Jefferson County building codes, LESSOR will be notified and Jefferson County Engineering Department will advise on how to proceed.

LESSEE will provide to LESSOR a copy of any construction plans and specifications related to the development that are required by any regulatory agency including but not limited to the City of Nederland, TxDOT, and Jefferson County Drainage District #7.

16. **Drainage.** The parties recognize drainage is a significant factor for the Airport, Jefferson County, and the City of Nederland. LESSEE may be required to complete a drainage study to address drainage concerns any regulatory entities may have such as TxDOT, DD7, City of Nederland, and Jefferson County.

a. The Airport has a planned drainage improvement project that would have a major positive impact on Airport drainage and drainage of the surrounding area, including the leased premises in this lease and other Airport development areas; however, the Airport's drainage project is conditional upon the Airport receiving adequate grant funding. LESSEE is hereby notified that said Airport contemplated improvements may not occur within the development timelines set forth in this lease, however they will be entitled to avail themselves of the drainage improvements once installed.

b. LESSEE may be required to perform their own drainage plan/study to address drainage concerns to satisfy any regulatory requirements prior to commencing construction. At no time will the Airport or County approving construction supersede any requirements from other governing entities.

17. **Indemnity.** LESSEE shall include in all construction contracts entered into by it, in connection with any or all of the construction work related to the Development contemplated by this Lease, appropriate provisions requiring all contractors, their subcontractors and on-site vendors, to indemnify, hold harmless, defend and insure Jefferson County, the Airport and all of the foregoing parties officials, agents and employees against the risk of death, injury, or damage to persons or property, arising out of or in connection with the performance of any or all of such construction work and/or services provided in connection with, directly or indirectly, the Development.

LESSEE shall require all contractors to furnish liability insurance, including contractual indemnity coverage, in an amount not less than the maximum dollar amount of recovery permitted against a county by the Texas Tort Claims Act as it now exists or may be hereafter amended. LESSEE shall provide evidence to LESSOR of its compliance with this section prior to commencement of any construction related to the Development, including, without limitation, the construction contemplated by this Lease. LESSEE covenants and agrees to hold



LESSOR free and harmless from loss from each and every claim and demand of whatever nature, including but not limited to fines, assessments, fees and attorney's fees, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of LESSEE, LESSEE's contractors and/or their respective agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

18. **Workmanship**. The LESSEE further covenants that all construction work related directly or indirectly to the Development, including without limitation construction contemplated by Exhibit B made the basis of this Lease, will be performed by it or its contractors, including all workmanship or materials, such that same will be of first class quality.

It is worth noting that Jefferson County and the Airport encourage the use of local construction companies, local vendors and suppliers, and the hiring of residents of Jefferson County.

19. **Utility Connections**. LESSEE, at its own expense, shall construct utility connections such as it may desire from utility lines or pipelines in existence on the airport property or from outside the Airport following existing roads or easements, unless express authority for deviation from existing roads or easements is given to it by the Commissioners Court. The deviation authority and additional easements will be granted by LESSOR and or other governing entities, if needed by the LESSEE to achieve economy or convenience.

a. Any permanent easements necessitated for the Development must meet the City of Nederland and Jefferson County requirements. Jefferson County and the Airport will not be liable for the cost of drafting of any documents or legal descriptions of easements and or right-of-ways.

b. Any existing pipelines and pipeline easements may cause the Development to move the location of intended developments. It is the responsibility of the LESSEE to arrange with pipeline operators to coordinate any construction and development on or near pipeline easements and right-of-ways. Any pipelines that are abandoned-in-place within the development area can be removed at LESSEE's expense.

20. **Certificate of Completion**. When the construction hereinabove provided for has been completed, the LESSEE shall, within a reasonable time thereafter, deliver to the LESSOR a certificate from LESSEE'S general contractor, that the construction has been completed in compliance with all laws, ordinances and governmental rules, regulations and orders. LESSEE will also deliver to LESSOR two (2) copies of final construction documents, also called "As-Builts", which will be included as part of this lease as Exhibit D.

21. **Proof of Payment**. All improvements shall be free and clear of all mechanics' and other liens and from liability arising from the construction of said improvements.

22. **Refuse and Trash**. No refuse or trash shall be kept, stored or allowed to accumulate on the premises. LESSEE shall provide, at its sole cost and expense, necessary arrangements for



adequate sanitation, handling and disposal from the airport of all trash, garbage and other refuse resulting from tenants' business operations, including receptacles for the deposit of such trash, garbage, and other refuse.

- a. The Airport has a Wildlife Hazard Mitigation Plan in effect for the Airport property. The Wildlife Plan requires all refuse containers to be covered as not to attract wildlife, notably birds, that are particularly attracted to refuse.

23. **Off-Street Parking.** The LESSEE shall make provision for automobile parking for its employees, visitors, and other invitees on the premises. No parking shall be permitted on street improvements, if any, immediately adjacent to the Leased Premises. The LESSEE further agrees to pave its on-premise parking facilities. Nothing in this paragraph will be construed as including the improved roads in the Demised Premises.
24. **Permitted Uses.** The LESSEE shall have the privilege of using, subject to the terms and conditions herein, the premises for the operation of retail and commercial improvements and any other lawful commercial activities including all services normally connected therewith.
25. **Prohibited Uses.** LESSEE shall not use the Leased Premises for and, further, in no event, shall LESSEE, or its authorized assignees, allow a (i) flea market, (ii) second-hand store, (iii) "sex," "head" or "pawn" shop use or (iv) an adults only bookstore to occupy or otherwise use, directly or indirectly, the Leased Premises.
26. **Quiet Enjoyment.** LESSOR covenants and agrees that at the granting and delivery of this lease it has good title, free and clear of all liens and encumbrances; and that LESSOR has full right and authority to lease the premises as herein set forth. LESSOR further covenants that all things have happened and been done to make its granting of this lease effective, and LESSOR warrants to LESSEE peaceful possession and quiet enjoyment of the premises during the term hereof, upon performance of LESSEE'S covenants herein. LESSOR warrants unto LESSEE and agrees to defend the Premises against the claim of all persons whomsoever.  
LESSOR warrants unto LESSEE and agrees to defend the Demised Premises against the claim of all persons whomsoever, and if LESSEE shall discharge the obligations herein set forth to be performed by LESSEE, LESSEE shall, during the lease term, have lawful, quiet, and peaceful possession and occupation of the Demised Premises and shall enjoy all of the rights herein granted without any let, hindrance, ejection, molestation or interference by any person.  
Notwithstanding any other provision of this Lease to the contrary, LESSOR and LESSEE hereby acknowledge and agree that title to LESSOR of the LESSEE's Improvements shall be vested in LESSEE during the lease term.
27. **LESSEE'S Estate.** Title to all improvements constructed by LESSEE shall vest and remain in LESSEE during the term of this lease and LESSEE shall be entitled to any and all investment tax credits generated by reason of construction, installation, and operations on the premises. Subject to the rights of LESSEE'S mortgage (as specifically provided in Section 28 and elsewhere herein) and to LESSEE'S right of reimbursement to the extent set out in this Lease,



title to improvements shall pass to and vest in the LESSOR upon the effective date of a cancellation or termination of this lease. LESSEE shall have the right at any time prior to or subsequent to the construction of improvements to mortgage its leasehold estate in the premises and the improvements; and to assign its interest in this lease to any mortgagee who shall have advanced funds to the LESSEE under any loan, the proceeds of which have been used for the construction of the improvements or to refinance loans for the construction of improvements. Any mortgagee claiming under the LESSEE shall have the rights and privileges hereinafter set forth.

At the expiration or termination of this Lease, LESSEE agrees to:

- a. surrender possession of the entire leased premises to LESSOR;
- b. remove at LESSEE's expense any assets that LESSEE is entitled to remove as set forth below; and
- c. otherwise return the leased premises to LESSOR. All fixed buildings, fencing, utilities, and other improvements placed on the leased premises shall remain on the leased premises upon the termination of this Lease and become the sole property of LESSOR. Exceptions to the above are LESSEE's trade fixtures and personal property that can be removed from the leased premises without substantially altering or damaging other property.

28. **LESSEE's Mortgagee.** In the event LESSEE shall mortgage the leasehold estate and the improvements or assign this lease to any mortgagee who shall have advanced funds for the purposes described in the preceding Section 0, such mortgagee may give written notice of its mortgagee's interest to the LESSOR at LESSOR'S address shown herein.

Thereafter, LESSOR, prior to taking any action to cancel or terminate the lease, shall give to the mortgagee the same notices that are required to be given to the LESSEE prior to cancellation or termination, and if no notice is required to be given to the LESSEE, then a written notice to the mortgagee shall be given of the event or events which are alleged to be the basis of the right to cancel or terminate. The mortgagee shall have the right

- a. to cure the default of the LESSEE, and
- b. at its election, to foreclose its lien or security interest in the leasehold estate and improvements and this lease and to sell such leasehold estate and improvements (and LESSEE'S interest in this lease) at public or private sale, whereupon the purchaser shall succeed to all rights of the LESSEE hereunder. The mortgagee shall be allowed a reasonable period of time in which to cure the default, taking into account the nature of the LESSEE'S default, and a reasonable period of time in which to effect foreclosure, taking into account the statutory requirements for foreclosure of its lien or security interest. Further, if LESSEE shall default under the terms of its mortgage, the mortgagee shall likewise have the rights and power of foreclosure and sale as are set out in the preceding portions of this Section 28. The LESSOR agrees to execute such documents as



may be requested by the LESSEE or the LESSEE'S mortgagee to provide LESSEE with the ability to meet requirements for obtaining secured financing, provided that such documents do not render LESSOR liable for the payment of LESSEE'S indebtedness or encumber LESSOR'S remainder interest.

29. **Indemnification.** LESSOR shall stand indemnified by LESSEE as herein provided. LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefore. In the use of the premises, in the erection or construction of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, LESSEE shall indemnify and save harmless LESSOR from any and all damages that may proximately result to any third person because of any negligence on the part of LESSEE.

30. **Insurance.**

a. **Property Insurance:**

LESSEE shall maintain or cause to be maintained all risk property insurance (to include fire and other casualty loss, windstorm and flood coverage), from a company authorized to do business in the State of Texas and keep in force said insurance, with extended coverage, upon the buildings located on the premises to the full insurable value thereof, as determined by the insurer. LESSOR shall be named as additional loss payee and LESSEE shall furnish LESSOR with evidence that such coverage has been provided and is being maintained.

In the event of an insured damage to the premises, the insurance proceeds will be used for the purpose of restoring and reconstructing the improvements. However, if the improvements are more than 60% destroyed at any time during the term of this lease, the LESSEE may elect to terminate this lease by giving written notice thereof to LESSOR within two years after such destruction. If LESSEE so elects to terminate, insurance proceeds, to the extent necessary, shall be used to remove the damaged improvements, unless LESSOR shall notify LESSEE in writing that LESSOR wishes the damaged improvements to remain upon the land. If LESSEE shall fail to restore the improvements and shall also fail to terminate the lease in the manner aforesaid, LESSOR may, upon written notice to the LESSEE after such two-year period, terminate the lease and remove damaged improvements at LESSEE'S expense.

b. **Liability Insurance.**

LESSEE shall promptly, after the execution of this lease, obtain commercial general liability insurance, covering loss, cost or expense by reason of injury to or death of persons or damage to or destruction of property by reason of the use and occupancy of the Demised Premises by LESSEE, LESSEE'S assignees and/or LESSEE'S Invitees. Such insurance shall have limits of at least One Million Dollars (\$1,000,000.00) per occurrence primary coverage, bodily injury and property damage combined with Three Million Dollars (\$3,000,000.00) excess coverage.

The amounts of minimum coverage herein specified may be modified from time to time in



compliance with Jefferson County standard requirements. All policies shall name LESSOR, its officers, servants, agents, and employees as additional insureds. LESSEE shall furnish LESSOR with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with LESSOR copies of said policies.

31. **Licenses**. The LESSEE shall procure from all governmental authorities having jurisdiction of the operations of the LESSEE hereunder, all licenses, franchises, certificates, permits or other authorizations as may be necessary for the conduct of its operations. LESSOR will cooperate with LESSEE in this endeavor.
32. **LESSOR's Remainder Interest**. The LESSEE agrees that it shall not enter into any contracts of a type which would permit a lien or liens to become attached to the remainder interest of Jefferson County, or suffer or permit a lien or liens to be imposed or attached to the leasehold interest, provided, LESSEE shall have the right, upon posting security satisfactory to the County, to contest the amount or legality of any lien attached to or levied against the leasehold interest.
33. **Airport Regulations**. The LESSEE covenants and agrees to observe and obey the rules and regulations of the Airport and the FAA, as promulgated by governmental authorities, in the conduct of LESSEE's operations at the Leased Premises.
34. **Airport Hazard—Non-Interference Obligations**. The LESSEE and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights, and restrict any objects from penetrating the imaginary surfaces as defined in CFR Title 14 Part 77 – Safe, Efficient Use, and Preservation of the Navigable Airspace. Prior to any construction, erection of buildings, and or major alteration to airport ground contours, an airspace study will be required, allowing the FAA to identify potential aeronautical hazards in advance, thus preventing or minimizing the adverse impacts to the safe and efficient use of navigable airspace. LESSOR will cooperate with LESSEE in this endeavor, however, any airspace study will be at LESSOR's cost.
35. **Certification as to FAA compliance**. LESSEE shall observe all applicable rules and regulations of the Federal Aviation Administration including requirements for Airport certification and safety codes.
36. **Non-Discrimination**. The LESSEE assures that it will undertake an affirmative action program as required by 14 Code of Federal Regulations (CFR) Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub-organizations provide assurance to the LESSEE



that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

37. **LESSEE's Maintenance Obligations.** LESSEE shall at all times keep, in a clean and orderly condition and appearance, the Leased Premises and improvements thereon, as well as all equipment and personal property. LESSEE shall maintain, repair, replace and paint all or any part of the improvements on the premises including therein, without limitations thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every kind, fixtures, systems for the furnishing of a fire alarm, fire protection, sprinkler, sewage, drainage and telephone service, including lines, pipes, mains, wires, conduits, and other equipment connected with or appurtenant to all such systems at its own expense as necessary. LESSOR shall have the right to enter upon the premises at reasonable times, in a manner which does not materially interrupt LESSEE's business, for the purpose of inspection, to determine LESSEE's compliance with LESSEE's obligation under this Section 37 and or Section 38.
38. **Enforcement Rights.** If LESSEE fails to perform its obligations under Section 37, LESSOR shall have the right to give written notice to the LESSEE specifying the deficiencies in maintenance. If within 30 days after receipt of such notice, LESSOR does not make arrangements for the curing of such deficiencies in maintenance, LESSOR shall have the right to enter the premises and perform the necessary maintenance, the cost of which shall be borne by the LESSEE.
39. **Utilities.** LESSEE shall pay all costs and charges for utility services requested by and furnished to the LESSEE in the Demised Premises during the lease term. LESSEE shall, however, have the right to connect to any and all storm and sanitary sewers and water and utility outlets located on or adjoining property of the LESSOR. The LESSEE shall pay for all cost and expense attendant to such connections, but no charge shall be assessed by the LESSOR for the right to make such connections. LESSEE is responsible for testing any sewer connection to determine the connection will not have an adverse impact on existing sewer connections. LESSEE will test to insure no flooding or back-water upstream is caused by any of LESSEE's connections to the storm sewer.

LESSOR shall not interrupt any utility services, under LESSOR's direct control, to the Demised Premises unless:

- a. Such interruption is necessitated by the need to make emergency repairs; or
- b. LESSOR schedules any necessary repair work with LESSEE's general manager at the Demised Premises at least seventy-two (72) hours in advance.

Such repairs shall, to the extent possible, be made only during hours when LESSEE is not open for business to the public. LESSOR shall immediately give notice to LESSEE of an impending interruption of any utility services to the Demised Premises. LESSOR shall use its best efforts to minimize and promptly cure all utility interruptions that are caused by LESSOR or subject



to LESSOR's control.

40. **Hazardous Substances.** A Hazardous Substance shall mean any petroleum product, asbestos product or any other material, substance or waste that is recognized as being hazardous or dangerous to health or the environment by and federal, state, or local agency having jurisdiction of the Demised Premises. LESSOR represents and warrants:

- a. That it has never placed, generated, stored, handled or disposed of any Hazardous Substances in or about the Demised Premises; and
- b. That, to the best of its knowledge, LESSOR is not aware of the existence, placement, generation, storage, handling or disposal of any Hazardous Substance in or upon the Demised Premises at any time by anyone else.

LESSEE agrees not to generate, store, handle or dispose of any Hazardous Substance in or upon the Demised Premises during the Lease term of the Lease. In the event however, that any substance used in LESSEE's business shall, during the Lease term, become designated as a Hazardous Substance, then LESSEE shall, to the extent practicable, discontinue the use of the substance in or upon the Demised Premises in a manner consistent with all standards and regulations. LESSEE shall indemnify and hold LESSOR harmless from and against any and all demands, claims, enforcement actions, costs and expenses, including reasonable attorney's fees, arising out of the use of any Hazardous Substance by LESSEE at the Demised Premises.

41. **Ingress and Egress.** LESSEE and all approved sub-lessees, and their respective contractors, suppliers of materials and furnishers of services, and employees and invitees, shall have the right of ingress and egress between the premises and the public rights-of-way outside the Airport by means of existing access roads, the same to be used in common with others having rights of passage within the Airport, provided that the Airport may from time to time substitute other means of ingress and egress which shall be reasonably equivalent to the means now provided. The use of such roadways shall be subject to reasonable rules and regulations established by the Airport.

- a. LESSEE will make no attempt to request direct access to the TxDOT frontage road immediately adjacent to the development area.
- b. LESSEE will identify driveway and or private road access points off of existing roads located on Airport. Jefferson County may require alterations to existing roads, in relation to requested driveway/road access, in order to provide a safe ingress and egress.

42. **LESSEE's Right to Cancel.** This lease shall be subject to cancellation, at the option of LESSEE, upon the default of LESSOR in the performance of any covenant or agreement herein required to be performed by LESSOR and the failure of LESSOR to remedy such default for a period of sixty (60) days after receipt from LESSEE or written notice to remedy the same. LESSEE may exercise its right of cancellation by written notice to LESSOR at any time after the lapse of the applicable periods of time. This lease shall then terminate as of the termination date specified by LESSOR in such notice.



43. **Amounts Payable Upon Cancellation by LESSEE.** In the event this lease is canceled by LESSEE pursuant to LESSEE's rights under this lease, rental due shall be payable only to the date of termination, and the LESSOR shall pay to LESSEE liquidated damages computed as follows:
- a. The liquidated damages shall be the actual construction cost of the fixed improvements less 3% of the cost for each year or partial year elapsed since the substantial completion of the improvements.
  - b. Actual construction cost shall be certified by LESSEE. Upon payment by LESSOR to LESSEE of liquidated damages, as computed above, LESSEE shall have no further estate in the improvements and LESSOR shall have exclusive right thereto.
44. **LESSEE's Option to Remove.** In lieu of liquidated damages provided in Section 43 hereof, LESSEE may, at Lessee's option, and subject to LESSOR approval, remove the improvements.
45. **Events of Cancellation.** This lease shall be subject to cancellation at the option of the LESSOR upon occurrence of any of the following events:
- a. Failure of LESSEE to pay rent as herein provided within thirty (30) days after LESSOR shall have given LESSEE written notice of such default.
  - b. The permanent abandonment of the premises by the LESSEE.
  - c. Default by LESSEE in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by the LESSEE, if such default continues, without a good faith attempt by LESSEE to remedy the default, for a period of thirty (30) days after receipt of written notice from LESSOR specifying the default.
  - d. Any other event specifically named in this lease which affords LESSOR the right to cancel.
46. **Method of Cancellation.** LESSOR may exercise such right to cancellation by written notice to LESSEE at any time after the lapse of the applicable periods of time and this lease shall terminate as of the termination date specified by LESSOR in such notice.

In the event of default by LESSEE, LESSOR shall elect either of the following remedies:

- a. LESSOR may retake possession of the Demised Premises (without such action being deemed an acceptance of a surrender of this Lease or termination of LESSEE's liability hereunder) and, upon taking possession, LESSOR shall make reasonable efforts to re-let the same on reasonable terms, with LESSEE remaining liable to pay the Base Rent and other lease charges (but not the Percentage Rent) for the remainder of the Lease term less the net amount of rent and other lease charges received by LESSOR as a result of such reletting (after deducting reasonable brokerage fees and attorney's fees incurred for reletting the Demised Premises) and the cost of any necessary repairs (but not alterations or renovations) to the Demised Premises). If the net amount realized by LESSOR from any reletting is less than the Base Rent and lease charges payable by LESSEE hereunder, LESSEE shall pay the amount of the deficiency to LESSOR each month upon demand thereof; or
- b. LESSOR shall have the right, on a continuing basis, either before or after taking possession



of the Demised Premises, to terminate this Lease, thereby releasing LESSEE from any further liabilities hereunder.

- c. For the enforcement of these remedies LESSOR may have recourse to any applicable legal or equitable process for the recovery of possession of the Demised Premises and the right to seek an injunction or a declaratory judgement. No act of LESSOR shall be deemed an act terminating this Lease or declaring the Lease term ended unless notice is served upon LESSEE by LESSOR expressly setting forth therein that LESSOR expressly setting forth therein that LESSOR elects to terminate the Lease or declare the Lease term ended.
- d. Notwithstanding anything to the contrary, LESSOR shall not be permitted to do any of the following:
  - i. Recover any speculative, indirect, consequential, or incidental damages against LESSEE;
  - ii. Recover any punitive damages against LESSEE;
  - iii. Accelerate any payments of Base Rent or other charges due from LESSEE to LESSOR hereunder unless LESSEE, after a default, fails to pay the Base Rent or deficiency as required in subparagraph aa above; or
  - iv. Recover from LESSEE any amounts expended by LESSOR in connection with renovating, altering, adding to, installing upon, or otherwise modifying the Demised Premises for use by anyone other than LESSEE.

47. **Default by LESSOR.** If LESSOR fails to perform any of its obligations as required by this Lease or if LESSOR has otherwise breached any covenant, representation or warranty, and if LESSOR shall fail to cure such misrepresentation or failure within the a reasonable period of time, then LESSEE shall have its rights and remedies at law or in equity, and LESSEE may also take such steps as may be necessary to cure LESSOR's default, in which event LESSEE shall be entitled to recover from LESSOR or offset against subsequent rent payments all amounts expended by LESSEE for said purposes, together with reasonable attorney's fees and interest thereon from the date due until the paid at the Interest Rate specified in Section 66 below until LESSEE is paid in full; provided that any such offset shall not exceed, in any month, one hundred percent (100%) off the monthly installment of the Base Rate (the "Offset Limit"). Notwithstanding anything to the contrary contained within this Agreement, the undersigned parties agree that LESSOR shall retain all applicable governmental immunities, whether provided by statute or otherwise, and nothing contained within this Agreement shall constitute a waiver of any such governmental immunities.

48. **LESSOR's Rights Upon Cancellation.** In the event LESSOR cancels this lease in the manner set out in this section LESSOR shall take possession of the premises and terminate LESSEE's rights therein. In any action brought by either party against the other for enforcement of the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to such other relief as may be awarded.



49. **Airport Expansion.** In the event LESSOR requires the premises for expansion or development of the Airport, LESSOR reserves the right, upon nine (9) months' written notice to LESSEE, to relocate or replace LESSEE's improvements in substantially the same form acceptable to the LESSEE at another comparable location at the Airport acceptable to the LESSEE. The replacement facility shall be completed prior to relocation so that there is no interruption of LESSEE's business operation. All costs and expenses associated with the relocation shall be borne by the LESSOR.
50. **Governmental Agreements.** This lease shall not impair any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States Government be to take any of the property under the lease, or substantially destroy the commercial value of the improvements, or to materially impair LESSEE's operations, LESSOR shall relocate the improvements in the manner described in Section 50.
51. **Option in Event of Relocation.** In the event a relocation of improvements is required by the LESSEE under Section 49, or necessitated under Section 50 above, LESSEE shall have the option, in lieu of accepting such relocated premises, to cancel this lease prior to the commencement of construction of relocation facilities, in which event, LESSEE shall be entitled to the liquidated damages provided in Section 44.
52. **Right of First Refusal.**
- a. Premises. LESSEE shall be entitled to a right of first refusal and first option to lease the property further described in Exhibit E.
  - b. Grant of First Option. The Lessor does hereby grant unto the Lessee the exclusive and irrevocable right, during the term of this agreement, of first refusal and first option to lease, upon the terms and conditions hereinafter set forth, Lessor's remaining property as depicted in Exhibit "D".
  - c. Exercise of First Option. This right of first refusal may be exercised within fifteen (15) days from notification by Lessor that Lessor desires to lease the subject property. Lessor is obligated to provide such notice to Lessee prior to offering the property to a third party.
  - d. Payment Terms. Beginning on the effective date in Section 5, and for the term of this right of first refusal and first option to lease, Lessee shall pay to Lessor a total monthly rate of \$250.00 per month for the right of first refusal for the remaining land identified in Exhibit E.
  - e. The right of first refusal terminates upon the exercise of the option by Lessee.
  - f. The right of first refusal is subject to the cancellation provisions in this lease.
53. **Assignment.** The LESSEE's sub-lessee shall be entitled to all of the same rights as the LESSEE and subjected to all of the same restrictions as set forth herein. However, LESSOR's consent



shall not be required for any:

- a. assignment of subletting to an affiliate or subsidiary of the LESSEE, or
  - b. the assignment or subletting to any mortgagee or to a purchaser from any mortgagee at foreclosure.
  - c. Assignment of a portion of the lease space to tenants or subtenants of LESSEE consistent with the development of commercial or retail property for lease.
54. **Other Instruments.** Upon the request of either party, the LESSOR and the LESSEE will execute a recordable short form lease evidencing that the premises have been demised to the LESSEE and a recordable instrument evidencing the term of this lease and its commencement date, when commencement date shall have been determined.
55. **Paragraph Headings.** The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this lease.
56. **Notices.** Notices to LESSOR provided for herein shall be sufficient if sent by Registered or Certified Mail, postage prepaid, addressed to:

JEFFERSON COUNTY, TEXAS  
Jack Brooks Regional Airport  
Attn: Mr. Alex Rupp, Airport Director  
5000 Jerry Ware Drive Suite 100  
Beaumont, TX 77705  
409.719.4900

and notices to said LESSEE, if sent by Registered or Certified Mail, postage prepaid addressed to:

MID-COUNTY PLAZA, LLC  
Attn: Henry LaBrie  
10655 FM 365  
Beaumont, TX 77705

and/or to such other addresses as the parties may designate to each other in writing from time to time.

57. **Successors and Assigns.** All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.
58. **Termination of Lease.** This lease shall terminate at the end of the full term hereof. Upon such termination, LESSEE shall have no further right or interest in any of the land hereby demised or in any of the improvements thereon.
59. **Attornment.** Should Lessor sell, convey or transfer its interest in the premises, then Lessee shall attorn to such succeeding party as its Lessor under this lease promptly upon any such succession, provided that such succeeding party assumes all of Lessor's duties and obligations



under this lease and agrees not to disturb Lessee's leasehold interest hereunder in accordance with this Section as long as Lessee is not in material default beyond any cure period hereunder.

60. **Entire Agreement, Amendment and Binding Effect.** This lease constitutes the entire agreement between Lessor and Lessee relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This lease may be amended only by a written document duly executed by Lessor and Lessee, and any alleged amendment which is not so documented shall not be effective as to either party.
61. **Severability.** This lease is intended to be performed in accordance with and only to the extent permitted by the law. If any provision of this lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
62. **Construction.** Unless the context of this lease clearly requires otherwise,
  - a. pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character;
  - b. the singular shall include the plural wherever and as often as may be appropriate;
  - c. the term "includes" or including" shall mean including without limitation; and
  - d. the words "hereof" or "herein" refer to this entire lease and not merely the Section or Article number in which such words appear. Article and Section headings in this lease are for convenience of reference and shall not affect the construction or interpretation of this lease. Any reference to a particular "Article" or Section" shall be construed as referring to the indicated article or section of this lease.
63. **Force Majeure.** Lessee shall be entitled to rely upon force majeure as an excuse
  - a. for timely performance hereunder only as expressly provided herein and shall not be entitled to rely upon force majeure as an excuse for timely performance unless Lessee:
  - b. uses economically reasonable efforts to overcome the effects of the event of force majeure;
  - c. gives written notice to Lessor within two years after the occurrence of the event describing with reasonable particularity the nature thereof;
  - d. commences performance of its obligation hereunder immediately upon the cessation of the event, and;
  - e. gives written notice to Lessor within two years after the cessation of the event advising Lessor of the date upon which the event ceased to constitute an event of force majeure.
  - f. Force majeure shall mean:
    - i. acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and



other adverse and inclement weather, fires, explosions, floods, acts of public enemy, wars, blockades, insurrections, riots or civil disturbances;

- ii. labor disputes, strikes, work slowdowns, or work stoppages but nothing herein contained shall require the party subject to such labor disputes, strikes, work slowdowns, or work stoppages to settle or otherwise resolve same;
- iii. orders or judgments of any federal, state or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon;
- iv. power failure and outages affecting the leased premises; and
- v. any other similar cause or event, provided that the foregoing is beyond the reasonable control of the party claiming force majeure.

64. **Interpretation.** Both Lessor and Lessee and their respective legal counsel have reviewed and have participated in the preparation of this lease.

65. **Multiple Counterparts.** This lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

66. **Interest Rate.** Except where a different rate of interest is expressly provided for elsewhere in this Lease, interest payable under this Lease shall be paid at an annual rate (the "Interest Rate") equal to the lessor of:

- a. The prime interest rate charged by Citibank, N.A. plus two percent (2%), or
- b. The highest interest rate permitted by law.

67. **Governmental Limitation.** Notwithstanding any other provision of this lease agreement, LESSOR shall not be required to perform any action, make any expenditure or cure any default, which would be in violation of any statutory or constitutional provision regulating the conduct of the County's business.

EXECUTED in triplicate originals as of July \_\_, 2020.

LESSOR:

Jefferson County

BY: \_\_\_\_\_

Jeff Branick

Jefferson County Judge

ATTEST:

Jefferson County

BY: \_\_\_\_\_

Carolyn Guidry

Jefferson County Clerk

LESSEE:

Mid-County Plaza, LLC.

BY: \_\_\_\_\_

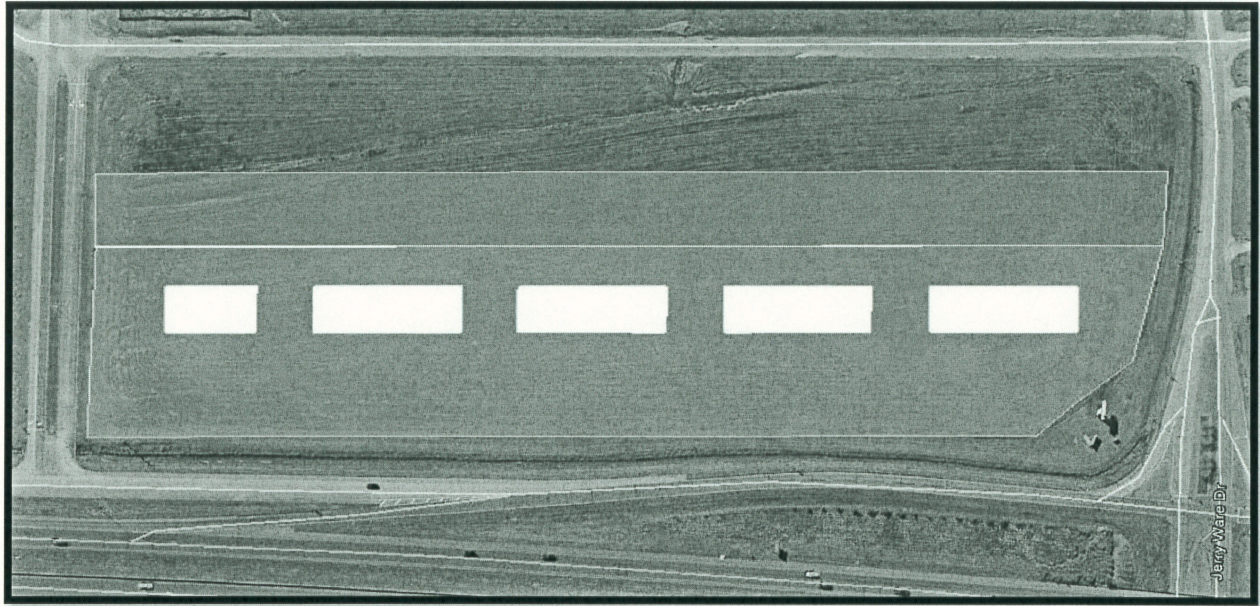
Henry LaBrie

Authorized Representative





### Exhibit A – Approximate Location of Development Property

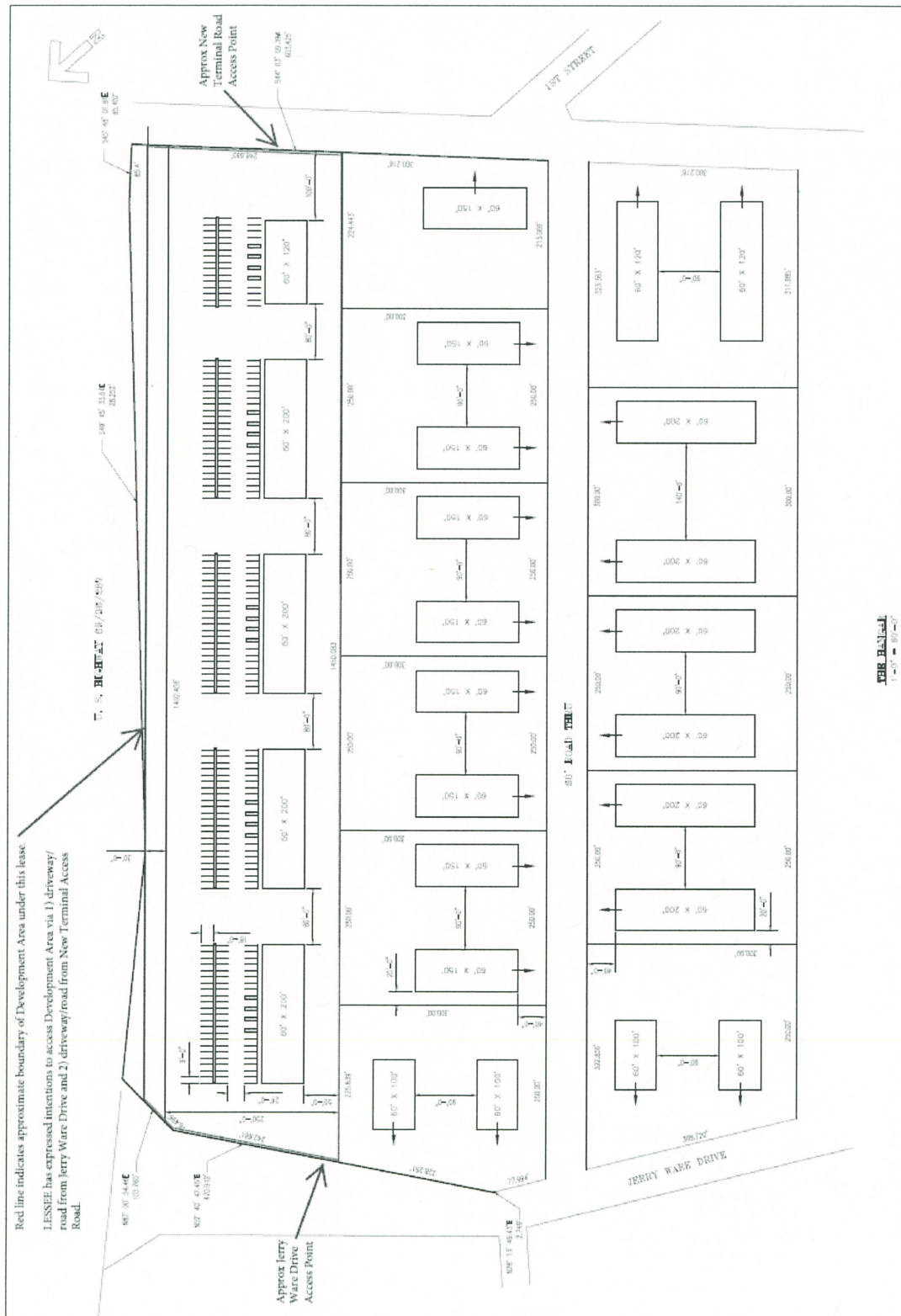


Area in green represents the development property of approximately 8.2 acres. White rectangles represent approximate locations of planned retail development buildings. Area in blue is the approximate location of an Airport drainage improvement, subject to adequate grant funding.

Lessee intends to access the development property from Jerry Ware Drive and the unnamed new entrance road.



Exhibit B – Initial Plot Plan

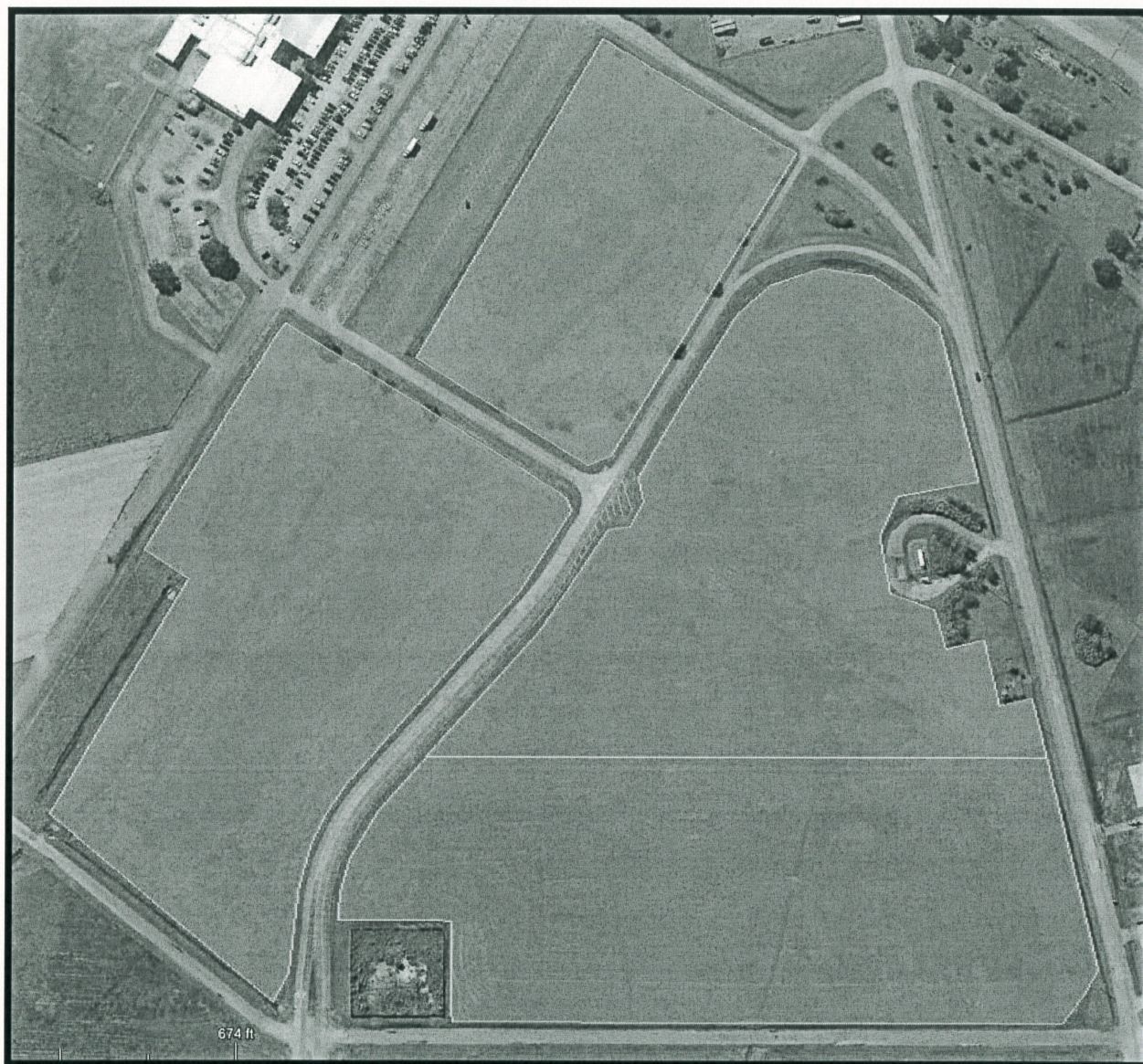


## Exhibit C – Certificates of Occupancy & Surveys

## Exhibit D – As Builts



Exhibit E – Right of First Refusal Property



Approx. 49 Acres Total



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

1085 Pearl St, Room 103  
Beaumont, TX 77701

**Jevonne Smith Pollard**  
Constable, Precinct One

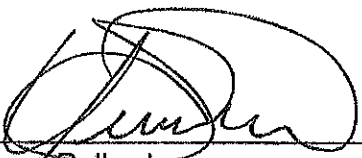
DATE: July 8, 2020  
TO: Fran / Auditing  
FROM: Constable Jevonne Pollard  
RE: Transfer of funds

Please transfer the funds to the account numbers listed below:

\$400.00 from Travel Expense account #120-3065-425.50-62 to Clothing account  
#120-3065-425.30-17

To pay for uniforms for the deputies. Please give me a call if you have any questions regarding this matter.

Thank you,

  
\_\_\_\_\_  
Jevonne Pollard  
Constable PCT 1

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



Office (409) 835-8442  
Fax (409) 835-8628  
eddiearnold@co.jefferson.tx.us

**Eddie Arnold**  
Jefferson County  
Commissioner Pct. #1

### **MEMORANDUM**

**TO: Fran Lee, Auditing**  
**FROM: Ann Shorts, Pct. #1 Road and Bridge**  
**DATE: 07-07-2020**  
**RE: Transfer**

---

We are requesting a budget transfer as follows:

\$1,100 from Account 111-0105-431.30-34 (Diesel Fuel)

Transfer the above amounts to Account #111-0102-431.10-05 (Extra Help)

The requested transfer will allow for extra help due to an absence of a full time employee.

Please put this on the agenda for Tuesday July 14, 2020, for Court's approval.

Thank you,

Pct. #1 Road and Bridge



**Budget for Title IV-E  
County Legal Services Contract****Summary****County:** Jefferson**Agency Account ID:** 24723895**Budget Effective Date:** 10/1/2020-9/30/2021

<b>Cost Category</b>	<b>Estimated Total Expenses Allocable to Title IV-E</b>	<b>Total Anticipated Federal Reimbursement*</b>	<b>Total Anticipated County Match</b>
<b>A. Administration</b>			
A.1. Direct Personnel Salaries	\$305,754.59	\$53,742.48	\$252,012.10
A.2. Direct Personnel Fringe Benefits	\$153,176.62	\$26,923.85	\$126,252.77
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$4,865.00	\$855.12	\$4,009.88
A.5. Direct Equipment	\$16,400.00	\$2,882.63	\$13,517.37
A.6. Direct Other Costs	\$215,650.00	\$37,904.80	\$177,745.20
<b>Total Administration</b>	<b>\$695,846.21</b>	<b>\$122,308.89</b>	<b>\$573,537.32</b>
<b>B. Training</b>			
B.1. Title IV-E Training (75%)	\$20,050.00	\$5,286.28	\$14,763.72
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
<b>Total Training</b>	<b>\$20,050.00</b>	<b>\$5,286.28</b>	<b>\$14,763.72</b>
<b>C. Indirect Costs (if applicable)</b>			
<b>Total Indirect Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total</b>	<b>\$715,896.21</b>	<b>\$127,595.17</b>	<b>\$588,301.04</b>

\*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year: **35.154%**

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): **0.000%**

**Contractor Certification****Signature****Date**Jeff Branick, County Judge**Printed Name & Title**

**Budget for Title IV-E  
County Legal Services Contract**

<b>Administration</b>						
<b>A.1. Direct Personnel Salaries</b>						
<b>County:</b> <u>Jefferson</u>						
<b>Agency Account ID:</b> <u>24723895</u>						
<b>Budget Effective Date:</b> <u>10/1/2020-9/30/2021</u>						
<b>Position or Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Monthly Salary</b>	<b>% of Time Spent on IV-E Activities</b>	<b>Number of Months of Service</b>	<b>Estimated Total Expense* (AxBxC)</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Chief Assistant District Attorney-King	\$10,628.57	100%	12	\$127,542.84	\$22,418.20	\$105,124.64
Assistant District Attorney-Nelson	\$8,729.50	10%	12	\$10,475.40	\$1,841.26	\$8,634.14
Assistant District Attorney-Brister	\$5,842.48	100%	12	\$70,109.76	\$12,323.19	\$57,786.57
Senior Secretary-Jones	\$4,025.29	10%	12	\$4,830.35	\$849.03	\$3,981.32
Senior Secretary-Harrison	\$4,083.07	100%	12	\$48,996.84	\$8,612.17	\$40,384.67
Senior Secretary-Albanese	\$3,649.95	100%	12	\$43,799.40	\$7,698.62	\$36,100.78
<b>Total Direct Personnel Salaries</b>				<b>\$305,754.59</b>	<b>\$53,742.48</b>	<b>\$252,012.10</b>

\*estimated total cost for Title IV-E related activities



**Budget for Title IV-E  
County Legal Services Contract**K909-Form 2030CLIVE  
July 24, 2018

<b>Administration</b>			
<b>A.2. Direct Personnel Fringe Benefits</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723895</b>	
<b>Budget Effective Date:</b>		<b>10/1/2020-9/30/2021</b>	
<b>Type of Fringe Benefits</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Retirement	\$61,395.51	\$10,791.49	\$50,604.02
FICA	\$18,956.77	\$3,332.03	\$15,624.74
Medicare	\$4,433.43	\$779.26	\$3,654.17
Health Insurance	\$66,770.03	\$11,736.17	\$55,033.86
Life Insurance	\$529.30	\$93.04	\$436.26
Dental Insurance	\$1,091.58	\$191.87	\$899.71
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Fringe Benefits</b>	<b>\$153,176.62</b>	<b>\$26,923.85</b>	<b>\$126,252.77</b>

\*estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Legal Services Contract**K909-Form 2030CLIVE  
July 24, 2018

<b>Administration</b>			
<b>A.3. Direct Personnel Travel</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723895</b>	
<b>Budget Effective Date:</b>		<b>10/1/2020-9/30/2021</b>	
<b>Type of Travel Expense</b> Note: only include travel <u>NOT</u> related to personnel training	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
None anticipated at this time		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Travel</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

\*estimated total cost for Title IV-E related activities



**Budget for Title IV-E  
County Legal Services Contract**K909-Form 2030CLIVE  
July 24, 2018

<b>Administration</b>			
<b>A.4. Direct Materials and Supplies</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723895</b>	
<b>Budget Effective Date:</b>		<b>10/1/2020-9/30/2021</b>	
<b>Materials and Supplies</b> (description)	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
White Mailing Envelopes	\$1,000.00	\$175.77	\$824.23
Manilla Folders - 8 1/2" X 11" Size	\$15.00	\$2.64	\$12.36
Green 3" Pressboard Folders (90% IV-E Eligible)	\$600.00	\$105.46	\$494.54
Ink Toner Cartridges for Printers (90% IV-E Eligib	\$3,000.00	\$527.31	\$2,472.69
Sharpie Marks-A-Lot Pens	\$40.00	\$7.03	\$32.97
Post-It Tabs	\$150.00	\$26.37	\$123.63
Scotch Tape	\$30.00	\$5.27	\$24.73
Pens	\$30.00	\$5.27	\$24.73
<b>Total Direct Materials and Supplies</b>	<b>\$4,865.00</b>	<b>\$855.12</b>	<b>\$4,009.88</b>

\*estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Legal Services Contract**K909-Form 2030CLIVE  
July 24, 2018

<b>Administration</b>				
<b>A.5. Direct Equipment</b>				
<b>County:</b>		<b>Jefferson</b>		
<b>Agency Account ID:</b>		<b>24723895</b>		
<b>Budget Effective Date:</b>		<b>10/1/2020-9/30/2021</b>		
<b>Equipment (description)</b>	<b>Method Used (rent/lease/ purchase)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Computer Laser Jet Printer	Purchase	\$4,800.00	\$843.70	\$3,956.30
Computer Monitor	Purchase	\$1,600.00	\$281.23	\$1,318.77
Computer & Laptop Computer and Accessories with Software	Purchase	\$10,000.00	\$1,757.70	\$8,242.30
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>Total Direct Equipment</b>		<b>\$16,400.00</b>	<b>\$2,882.63</b>	<b>\$13,517.37</b>

\*estimated total cost for Title IV-E related activities



**Budget for Title IV-E  
County Legal Services Contract**

<b>Administration</b>			
<b>A.6. Direct Other Costs</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723895</b>	
<b>Budget Effective Date:</b>		<b>10/1/2020-9/30/2021</b>	
<b>Other Costs (description)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Postage	\$15,000.00	\$2,636.55	\$12,363.45
Software licenses	\$650.00	\$114.25	\$535.75
Attorney Fees for Foster Care Representation	\$200,000.00	\$35,154.00	\$164,846.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Other Costs</b>	<b>\$215,650.00</b>	<b>\$37,904.80</b>	<b>\$177,745.20</b>

\*estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Legal Services Contract**

B. Training									
B.1. Title IV-E Training (75%)									
County:		Jefferson							
Agency Account ID:		24723895							
Budget Effective Date:		10/1/2020-9/30/2021							
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.									
Crimes Against Children	\$800.00	\$2,000.00	\$1,000.00	\$1,200.00	\$5,000.00	2	\$10,000.00	\$2,636.55	\$7,363.45
TDCAA Conference Update (30% IV-E Eligible)	\$400.00	\$2,000.00	\$650.00	\$600.00	\$3,650.00	2	\$7,300.00	\$1,924.68	\$5,375.32
Texas Advanced Family Law Conference	\$700.00	\$1,000.00	\$450.00	\$600.00	\$2,750.00	1	\$2,750.00	\$725.05	\$2,024.95
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
Total Training							\$20,050.00	\$5,286.28	\$14,763.72

\*estimated amount allocable to Title IV-E



**Budget for Title IV-E  
County Legal Services Contract**

B. Training									
B.2. Title IV-E Fostering Connections Training (75%)									
County:		Jefferson							
Agency Account ID:		24723895							
Budget Effective Date:		10/1/2020-9/30/2021							
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
Total Training					\$0.00		\$0.00	\$0.00	\$0.00

\*estimated amount allocable to Title IV-E

**Budget for Title IV-E  
County Legal Services Contract**

B. Training									
B.3. Non-Title IV-E Training (50%)									
County: Jefferson									
Agency Account ID: 24723895									
Budget Effective Date: 10/1/2020-9/30/2021									
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
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					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$

\*estimated amount allocable to Title IV-E

**Budget for Title IV-E  
County Legal Services Contract****Budget Narrative**

<b>County:</b>	<b>Jefferson</b>
<b>Contract Number:</b>	<b>24723895</b>
<b>Budget Effective Date:</b>	<b>10/1/2020-9/30/2021</b>

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. <http://www.dfps.s>

**A. Administration****A.1. Direct Personnel Salaries**

Chief Assistant District Attorney, Randi King: Ms. King is the chief prosecutor in the family law division. She represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. King provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee. She will certify CPS related time on a monthly basis.

Assistant District Attorney, John Nelson: Mr. Nelson represents the Texas Department of Family and protective services in cases filed in Jefferson County. Mr. Nelson provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 10% of his time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Assistant District Attorney, Michelle Brister: Ms. Brister represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. Brister provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Beth Jones: Ms. Jones provides clerical assistance to Randi King and Grace Nichols, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.



**Budget for Title IV-E  
County Legal Services Contract**

Senior Secretary, Johanna Harrison: Ms. Harrison provides clerical assistance to Ms. King including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Brittany Albanese: Ms. Albanese provides clerical assistance to Randi King and Michael Morgan, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

**A.2. Direct Personnel Fringe Benefits**

Fringe benefits consist of all non-salary items that are paid on behalf of employees by the county. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.

These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of:

- ♦ FICA at 6.20% of gross salary per month (all employees)
- ♦ Medicare at 1.45% of gross salary per month (all employees)
- ♦ Retirement at 20.08% of gross salary per month (all employees)
- ♦ Health insurance (per \*pay period):
  - o R. King, B. Jones – Family Coverage at \$717.82
  - o J. Nelson - Single Coverage at \$352.00
  - o J. Harrison, B. Albanese, M. Brister – Employee & Child Coverage at \$581.09
- ♦ Dental insurance at \$10.00 per person per \*pay period (all employees)
- ♦ Life insurance (varies according to age and gross salary) per \*pay period:
  - o B. Jones – estimated \$3.54
  - o J. Harrison – estimated \$3.54
  - o J. Nelson – estimated \$7.24
  - o R. King – estimated \$7.39
  - o B. Albanese – estimated \$3.25
  - o M. Brister – estimated \$5.10

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No other direct or indirect expenditures are contained in this budget.

**A.3. Direct Personnel Travel**

None anticipated at this time.

**A.4. Direct Materials and Supplies**

**Budget for Title IV-E  
County Legal Services Contract**

- ♦ Ink toner used for printing of CPS case documents and communications.
- ♦ Folders used to store and file documentation related to CPS cases.
- ♦ White envelopes used to send and receive documentation related to CPS cases.
- ♦ Sharpie Marks-a-Lot pens for case file paperwork and labeling case files.
- ♦ Post-It Tabs for separating documents in case files maintained.
- ♦ Scotch tape.
- ♦ Pens.
- ♦ Manilla File Folders used for filing CPS case documents.

**A.5. Direct Equipment**

- ♦ Monitor to replace obsolete equipment.
- ♦ Printer to replace obsolete equipment.
- ♦ Computer and Laptop Computer with Software and Accessories to replace obsolete equipment. Used to prepare documents and send communications regarding CPS cases.

**A.6. Direct Other Costs**

- ♦ Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of \$1,250 per month.
- ♦ Software licensing for computer software used to prepare legal documentation for CPS cases.
- ♦ Software licensing for computer anti-virus software used to protect all CPS computers.
- ♦ Court appointed attorney fees for parents and children represented in the Texas foster care system and costs incurred to carry out the proper and efficient administration of the state plan.

***B. Training*****B.1. Title IV-E Training (75%)**

Two employees to attend Crimes Against Children conference. Two employees to attend the Texas District and County Attorneys Association Conference (TDCAA) update. One employee to attend the Texas Advanced Family Law Conference. Conference workshops are related to Title IV-E activities and pre-approval is requested from Federal Funds prior to attendance. Travel reimbursement will be made at current rates approved by Commissioners' Court for travel, per diem, and actual cost for lodging, not to exceed current Texas Comptroller rate plus taxes.

**B.2. Title IV-E Fostering Connections Training (75%)**

None anticipated at this time.

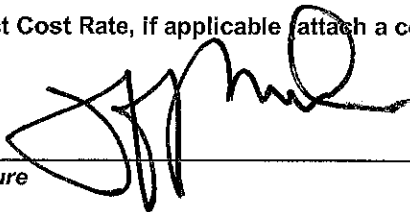
**B.3. Non-Title IV-E Training (50%)**

None anticipated at this time.

***C. Indirect Costs (if applicable)***

None anticipated at this time.

**Budget for Title IV-E  
County Child Welfare Services Contract**K909-Form 2030CWIVE  
July 29, 2019

Summary			
<b>County:</b>		Jefferson	
<b>Agency Account ID:</b>		24723894	
<b>Budget Effective Date:</b>		10/1/2020-9/30/2021	
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match
<b>A. Administration</b>			
A.1. Direct Personnel Salaries	\$0.00	\$0.00	\$0.00
A.2. Direct Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$1,500.00	\$263.66	\$1,236.35
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs	\$6,800.00	\$1,195.24	\$5,604.76
<b>Total Administration</b>	<b>\$8,300.00</b>	<b>\$1,458.89</b>	<b>\$6,841.11</b>
<b>B. Training</b>			
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
<b>Total Training</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>C. Supplemental Foster Care Maintenance (SFCM)</b>			
<b>Total SFCM</b>	<b>\$143,000.00</b>	<b>\$87,072.70</b>	<b>\$55,927.30</b>
<b>D. Indirect Costs (if applicable)</b>			
Indirect Cost Base	\$0.00	\$0.00	\$0.00
<b>Grand Total</b>	<b>\$151,300.00</b>	<b>\$88,531.59</b>	<b>\$62,768.41</b>
<p><b>*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year:</b></p> <p>Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.</p>			35.154%
<p><b>* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:</b></p> <p>Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.</p>			60.89%
<p>Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):</p> <p style="text-align: center;"><u>Contractor Certification</u></p>			
<p></p> <p>Signature</p>			<p>7/14/20</p> <p>Date</p>
<p>Jeff Branick, County Judge</p> <p>Printed Name &amp; Title</p>			



**Budget for Title IV-E  
County Child Welfare Services Contract**

Administration						
A.1. Direct Personnel Salaries						
County: <u>Jefferson</u>						
Agency Account ID: <u>24723894</u>						
Budget Effective Date: <u>10/1/2020-9/30/2021</u>						
Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
<b>Total Direct Personnel Salaries</b>				\$0.00	\$0.00	\$0.00

\* estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Child Welfare Services Contract**

K909-Form 2030CWIVE  
July 24, 2018

<b>Administration</b>			
<b>A.2. Direct Personnel Fringe Benefits</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723894</b>	
<b>Budget Effective Date:</b>		<b>10/1/2020-9/30/2021</b>	
<b>Type of Fringe Benefits</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
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		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Fringe Benefits</b>	\$0.00	\$0.00	\$0.00

\* estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Child Welfare Services Contract**

Administration			
A.3. Direct Personnel Travel			
<b>County:</b>		Jefferson	
<b>Agency Account ID:</b>		24723894	
<b>Budget Effective Date:</b>		10/1/2020-9/30/2021	
<b>Type of Travel Expense</b> Note: only include travel <u>NOT</u> related to personnel training	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Travel</b>	\$0.00	\$0.00	\$0.00

\* estimated total cost for Title IV-E related activities



**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration</b>			
<b>A.4. Direct Materials and Supplies</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723894</b>	
<b>Budget Effective Date:</b>		<b>10/1/2020-9/30/2021</b>	
<b>Materials and Supplies (description)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Recruitment materials and supplies	\$500.00	\$87.89	\$412.12
Overhead expenses	\$500.00	\$87.89	\$412.12
General office supplies	\$500.00	\$87.89	\$412.12
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Materials and Supplies</b>	<b>\$1,500.00</b>	<b>\$263.66</b>	<b>\$1,236.35</b>

\* estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration</b>				
<b>A.5. Direct Equipment</b>				
<b>County:</b> <u>Jefferson</u>				
<b>Agency Account ID:</b> <u>24723894</u>				
<b>Budget Effective Date:</b> <u>10/1/2020-9/30/2021</u>				
<b>Equipment (description)</b>	<b>Method Used (rent/lease/ purchase)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>Total Direct Equipment</b>		\$0.00	\$0.00	\$0.00

\* estimated total cost for Title IV-E related activities

**Budget for Title IV-E**  
**County Child Welfare Services Contract**

<b>Administration</b>			
<b>A.6. Direct Other Costs</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723894</b>	
<b>Budget Effective Date:</b>		<b>10/1/2020-9/30/2021</b>	
<b>Other Costs</b> (description)	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Storage room rental	\$4,800.00	\$843.70	\$3,956.30
Citations	\$500.00	\$87.89	\$412.12
Birth certificates	\$500.00	\$87.89	\$412.12
Resources books and publications	\$500.00	\$87.89	\$412.12
Film & Photo Processing & Related Costs	\$500.00	\$87.89	\$412.12
<b>Total Direct Other Costs</b>	\$6,800.00	\$1,195.24	\$5,604.76

\* estimated total cost for Title IV-E related activities



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\* estimated amount allocable to Title IV-E

**Note:** Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. [http://www.dfbs.state.tx.us/handbooks/Title IV-E Court/default.asp](http://www.dfbs.state.tx.us/handbooks/Title_IV-E_Court/default.asp)

**Budget for Title IV-E  
County Child Welfare Services Contract**

B. Training									
B.2. Title IV-E Fostering Connections Training (75%)									
County:		Jefferson							
Agency Account ID:		24723894							
Budget Effective Date:		10/1/2020-9/30/2021							
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Attendees	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 75% FFP)	Anticipated County Match
NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
Total Training					\$0.00		\$0.00	\$0.00	\$0.00

\* estimated amount allocable to Title IV-E

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\* estimated amount allocable to Title IV-E



**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>C. Supplemental Foster Care Maintenance (SFCM)</b>			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723894</b>	
<b>Budget Effective Date:</b>		<b>10/1/2020-9/30/2021</b>	
<b>Other Costs (description)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated FMAP)</b>	<b>Anticipated County Match</b>
Clothing	\$110,000.00	\$66,979.00	\$43,021.00
Daycare	\$1,000.00	\$608.90	\$391.10
Gifts	\$25,000.00	\$15,222.50	\$9,777.50
Graduation Expenses	\$1,500.00	\$913.35	\$586.65
Personal Items	\$3,500.00	\$2,131.15	\$1,368.85
School Supplies	\$1,000.00	\$608.90	\$391.10
Reasonable Child Specific Travel	\$1,000.00	\$608.90	\$391.10
<b>Total Direct Other Costs</b>	<b>\$143,000.00</b>	<b>\$87,072.70</b>	<b>\$55,927.30</b>

\* estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Child Welfare Services Contract****Budget Narrative****County:** **Jefferson****Agency Account ID:** **24723894****Budget Effective Date:** **10/1/2020-9/30/2021**

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.asp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.asp)

**A. Administration****A.1. Direct Personnel Salaries****None****A.2. Direct Personnel Fringe Benefits****None****A.3. Direct Personnel Travel****None****A.4. Direct Materials and Supplies**

**Includes supplies for recruitment of foster home; public/community awareness expenses related to recruitment of foster homes; office supplies for record keeping and DFPS files; and overhead expenses including, but not limited to, stationery, postage, and banking expenses.**

**A.5. Direct Equipment****None****A.6. Direct Other Costs**

**Includes citation by publication, costs of documentation to establish identity (birth certificates); resource books and publications for DFPS eligibility and guidelines; film for documentation and records of DFPS cases; and storage room rental to store supplies for Title IV-E events and children.**

**B. Training****B.1. Title IV-E Training (75%)****None****B.2. Title IV-E Fostering Connections Training (75%)****None****B.3. Non-Title IV-E Training (50%)****None****C. Supplemental Foster Care Maintenance (SFCM)**

**Includes clothing, daycare, gifts, graduation expenses, personal items, school supplies, and reasonable travel provided for the child to visit parents, siblings, relatives, or other caretakers at home or other appropriate location.**

**D. Indirect Costs (if applicable)****None**

Texas Department of Family  
and Protective Services

**Budget for Title IV-E**  
**County Child Welfare Services Contract**

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PGM: GMCOMMV2	DATE 07-14-2020	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
ROAD & BRIDGE PCT.#1		
M&D SUPPLY	48.92	473361
MUNRO'S	30.35	473363
SMART'S TRUCK & TRAILER, INC.	51.63	473381
SOUTHEAST TEXAS WATER	7.00	473382
ADVANCE AUTO PARTS	86.42	473450
GULF COAST	1,335.60	473483
		1,559.92**
ROAD & BRIDGE PCT.#2		
ENTERGY	762.72	473353
MUNRO'S	20.46	473363
BUMPER TO BUMPER	185.84	473420
		969.02**
ROAD & BRIDGE PCT. # 3		
ENTERGY	375.77	473353
		375.77**
ROAD & BRIDGE PCT.#4		
SPIDLE & SPIDLE	2,318.61	473332
CITY OF BEAUMONT - LANDFILL	44.00	473335
ENTERGY	18.35	473353
MUNRO'S	73.07	473363
SANITARY SUPPLY, INC.	991.46	473374
SCOOTER'S LAWNMOWERS	45.00	473377
SOUTHEAST TEXAS WATER	12.95	473382
SOUTHEAST TEXAS WATER	51.50	473384
CDW COMPUTER CENTERS, INC.	63.76	473399
UNITED STATES POSTAL SERVICE	2.00	473409
MARTIN PRODUCT SALES LLC	14,168.00	473428
ON TIME TIRE	588.48	473448
ASCO	881.72	473451
O'REILLY AUTO PARTS	18.99	473476
GULF COAST	509.82	473483
		19,787.71**
ENGINEERING FUND		
DELL MARKETING L.P.	7,178.80	473346
		7,178.80**
PARKS & RECREATION		
CITY OF PORT ARTHUR - WATER DEPT.	70.05	473340
ENTERGY	48.34	473353
M&D SUPPLY	11.68	473361
AT&T	29.44	473385
W. JEFFERSON COUNTY M.W.D.	27.67	473391
O'REILLY AUTO PARTS	277.22	473476
		464.40**
GENERAL FUND		
TAX OFFICE		
OFFICE DEPOT	977.76	473365
PITNEY BOWES, INC.	578.25	473368
SOUTHEAST TEXAS WATER	205.50	473382
AT&T	109.74	473385
UNITED STATES POSTAL SERVICE	603.02	473409
ROCHESTER ARMORED CAR CO INC	378.40	473445
		2,852.67*
COUNTY HUMAN RESOURCES		
PINNACLE EMPLOYEE TESTING	240.00	473367
PRE CHECK, INC.	124.00	473404
UNITED STATES POSTAL SERVICE	.92	473409
SIERRA SPRING WATER CO. - BT	47.05	473412
		411.97*
AUDITOR'S OFFICE		
OFFICE DEPOT	93.91	473365
SOUTHEAST TEXAS WATER	29.95	473382
UNITED STATES POSTAL SERVICE	16.11	473409
		139.97*
COUNTY CLERK		

PGM: GMCOMMV2	DATE 07-14-2020		PAGE: 2
NAME	AMOUNT	CHECK NO.	TOTAL 74
OFFICE DEPOT	34.52	473365	
SANITARY SUPPLY, INC.	122.21	473374	
UNITED STATES POSTAL SERVICE	219.10	473409	
COUNTY JUDGE			375.83*
CHEROKEE COUNTY CLERK	100.00	473345	
OFFICE DEPOT	132.69	473365	
KEVIN PAULA SEKALY PC	500.00	473378	
UNITED STATES POSTAL SERVICE	1.80	473409	
LEXISNEXIS- ACCURINT	93.73	473441	
HARVEY L WARREN III	1,500.00	473442	
P DEAN BRINKLEY	500.00	473443	
JEFFERSON COUNTY CREDIT CARDS	125.00	473444	
JAN GIROUARD & ASSOCIATES LLC	200.00	473467	
RISK MANAGEMENT			3,153.22*
UNITED STATES POSTAL SERVICE	32.44	473409	
COUNTY TREASURER			32.44*
UNITED STATES POSTAL SERVICE	68.47	473409	
PRINTING DEPARTMENT			68.47*
JEFFERSON COUNTY CREDIT CARDS	269.99	473444	
PURCHASING DEPARTMENT			269.99*
PORT ARTHUR NEWS, INC.	65.92	473369	
UNITED STATES POSTAL SERVICE	60.32	473409	
GENERAL SERVICES			126.24*
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	473388	
INTERFACE EAP	1,356.75	473396	
ADVANCED STAFFING	78.00	473397	
VERIZON WIRELESS	303.94	473405	
ROCHESTER ARMORED CAR CO INC	5,765.94	473445	
DATA PROCESSING			10,204.63*
DELL MARKETING L.P.	3,229.01	473346	
OFFICE DEPOT	194.73	473365	
CDW COMPUTER CENTERS, INC.	696.00	473399	
SHI GOVERNMENT SOLUTIONS, INC.	263.58	473413	
JEFFERSON COUNTY CREDIT CARDS	15.99	473444	
VOTERS REGISTRATION DEPT			4,399.31*
UNITED STATES POSTAL SERVICE	164.91	473409	
ELECTIONS DEPARTMENT			164.91*
DELL MARKETING L.P.	259.98	473346	
OFFICE DEPOT	159.25	473365	
CDW COMPUTER CENTERS, INC.	1,034.24	473399	
UNITED STATES POSTAL SERVICE	158.50	473409	
SIERRA SPRING WATER CO. - BT	92.09	473411	
CAROLYN GUIDRY	468.91	473423	
ENTERPRISE RENT-A-CAR	219.66	473436	
JEFFERSON COUNTY CREDIT CARDS	113.96	473444	
NAOMI DOYLE	149.90	473472	
STARCO IMPEX INC	5,932.90	473487	
DISTRICT ATTORNEY			8,589.39*
KIRKSEY'S SPRINT PRINTING	24.95	473360	
OFFICE DEPOT	999.65	473365	
UNITED STATES POSTAL SERVICE	165.12	473409	
THOMSON REUTERS-WEST	3,494.53	473453	
TRANSUNION RISK AND ALTERNATIVE	172.00	473461	
DISTRICT CLERK			4,856.25*

PGM: GMCOMMV2	DATE 07-14-2020	AMOUNT	CHECK NO.	PAGE: 3 75 TOTAL
NAME				
KIRKSEY'S SPRINT PRINTING	25.95	473360		
OFFICE DEPOT	520.39	473365		
UNITED STATES POSTAL SERVICE	194.92	473409		741.26*
CRIMINAL DISTRICT COURT				
DAVID GROVE	8,750.00	473333		
DONALD W. DUESLER & ASSOC.	8,750.00	473347		
KEVIN PAULA SEKALY PC	8,750.00	473378		26,250.00*
58TH DISTRICT COURT				
JEFFERSON COUNTY CREDIT CARDS	240.00	473444		240.00*
136TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE	1.26	473409		1.26*
252ND DISTRICT COURT				
UNITED STATES POSTAL SERVICE	2.67	473409		2.67*
279TH DISTRICT COURT				
NATHAN REYNOLDS, JR.	400.00	473371		
CHARLES ROJAS	100.00	473401		
LEXIS-NEXIS	80.00	473410		
JOEL WEBB VAZQUEZ	400.00	473419		
KIMBERLY PHELAN, P.C.	300.00	473425		
TONYA CONNELL TOUPS	300.00	473434		
P DEAN BRINKLEY	300.00	473443		
MATUSKA LAW FIRM	100.00	473459		1,980.00*
317TH DISTRICT COURT				
OFFICE DEPOT	41.45	473365		
UNITED STATES POSTAL SERVICE	.50	473409		
LANGSTON ADAMS	150.00	473414		
JEFFERSON COUNTY CREDIT CARDS	370.00	473444		
PATRICIA VELASCO	2,465.42	473464		3,027.37*
JUSTICE COURT-PCT 1 PL 1				
UNITED STATES POSTAL SERVICE	31.73	473409		
LEXISNEXIS- ACCURINT	93.73	473441		125.46*
JUSTICE COURT-PCT 1 PL 2				
UNITED STATES POSTAL SERVICE	583.40	473409		
LEXISNEXIS- ACCURINT	93.73	473441		677.13*
JUSTICE COURT-PCT 4				
CLASSIC FORMS AND PRODUCTS	119.00	473416		119.00*
JUSTICE COURT-PCT 6				
UNITED STATES POSTAL SERVICE	79.39	473409		
LEXISNEXIS- ACCURINT	93.73	473441		
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	473462		244.12*
JUSTICE COURT-PCT 7				
LEXISNEXIS- ACCURINT	93.73	473441		93.73*
JUSTICE OF PEACE PCT. 8				
LEXISNEXIS- ACCURINT	93.73	473441		93.73*
COUNTY COURT AT LAW NO. 3				
JEFFERSON COUNTY CREDIT CARDS	240.00	473444		240.00*
COURT MASTER				



PGM: GMCOMMV2	DATE 07-14-2020	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
RICHARD D. HUGHES	1,950.00	473357
UNITED STATES POSTAL SERVICE	.50	473409
MEDIATION CENTER		1,950.50*
UNITED STATES POSTAL SERVICE	3.77	473409
SHERIFF'S DEPARTMENT		3.77*
FED EX	153.92	473350
ENTERGY	704.65	473353
KIRKSEY'S SPRINT PRINTING	24.95	473360
OFFICE DEPOT	180.73	473365
AT&T	33.98	473385
CDW COMPUTER CENTERS, INC.	5,565.00	473399
THREADS	160.00	473406
UNITED STATES POSTAL SERVICE	137.16	473409
JEFFERSON COUNTY CREDIT CARDS	135.74	473444
SILSBEE FORD INC	2,919.84	473456
3L PRINTING COMPANY	50.00	473466
THE MONOGRAM SHOP	17.00	473469
CRIME LABORATORY		10,082.97*
DELL MARKETING L.P.	686.47	473346
OFFICE DEPOT	56.02	473365
HENRY SCHEIN, INC.	162.98	473376
VERIZON WIRELESS	75.98	473405
SHI GOVERNMENT SOLUTIONS, INC.	263.58	473413
JUSTICE TRAX INC	11,169.59	473429
JAIL - NO. 2		12,414.62*
BOB BARKER CO., INC.	1,956.70	473338
CITY OF BEAUMONT - WATER DEPT.	16.00	473339
COASTAL WELDING SUPPLY	163.47	473343
ECOLAB	1,169.90	473348
ENTERGY	27,753.41	473353
KIRKSEY'S SPRINT PRINTING	99.80	473360
M&D SUPPLY	71.15	473361
OFFICE DEPOT	635.14	473365
SANITARY SUPPLY, INC.	2,358.30	473374
TRIANGLE COMPUTER & TELEPHONE	90.00	473389
WORTH HYDROCHEM	342.00	473392
WORLD FUEL SERVICES	989.40	473440
JEFFERSON COUNTY CREDIT CARDS	35.00	473444
SAM'S CLUB DIRECT	94.77	473449
MATERA PAPER COMPANY INC	3,408.17	473452
ERIC WILLIAMS	9.07	473454
BAYOU METALS SPECIALTY	45,700.00	473457
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	473460
GALLS LLC	156.00	473463
THE MONOGRAM SHOP	27.00	473469
CORRHEALTH LLC	371,837.53	473473
TRINITY SERVICES GROUP INC	35,039.50	473482
VICTORY SUPPLY LLC	3,990.00	473484
PRIDE ENTERPRISES	522.00	473485
JUVENILE PROBATION DEPT.		498,467.31*
FED EX	266.36	473351
CHERYL TARVER	46.00	473394
UNITED STATES POSTAL SERVICE	1.26	473409
SHARON STREETMAN	103.50	473427
SUMMER KENNERSON	34.50	473468
JUVENILE DETENTION HOME		451.62*
ENTERGY	5,265.86	473353
AT&T	693.68	473385
BEN E KEITH FOODS	275.13	473417
CONSTABLE PCT 1		6,234.67*

PGM: GMCOMMV2	DATE 07-14-2020	PAGE: 5
NAME	AMOUNT	CHECK NO.
		TOTAL
UNITED STATES POSTAL SERVICE	8.00	473409
CONSTABLE-PCT 6		8.00*
UNITED STATES POSTAL SERVICE	3.77	473409
LEXISNEXIS- ACCURINT	93.73	473441
COUNTY MORGUE		97.50*
SALAM INTERNATIONAL	2,365.51	473402
FORENSIC MEDICAL	68,400.00	473478
AGRICULTURE EXTENSION SVC		70,765.51*
STARLA B. GARLICK	6.16	473331
OFFICE DEPOT	125.95	473365
TEXAS A&M UNIVERSITY	8.13	473395
UNITED STATES POSTAL SERVICE	24.00	473409
TYLER FITZGERALD	258.71	473477
CORENA N FITZGERALD	20.00	473480
HEALTH AND WELFARE NO. 1		442.95*
AUSTIN CECIL WALKES MD PA	2,932.58	473390
MCKESSON MEDICAL-SURGICAL INC	131.10	473400
UNITED STATES POSTAL SERVICE	34.06	473409
LEXISNEXIS- ACCURINT	136.50	473441
HEALTH AND WELFARE NO. 2		3,234.24*
CLAYBAR FUNERAL HOME, INC.	2,660.00	473342
AUSTIN CECIL WALKES MD PA	2,932.58	473390
LEXISNEXIS- ACCURINT	136.50	473441
INDIGENT MEDICAL SERVICES		5,729.08*
TDS OPERATING INC	295.02	473471
MAINTENANCE-BEAUMONT		295.02*
JOHNSTONE SUPPLY	638.20	473334
COBURN SUPPLY COMPANY INC	98.01	473344
W.W. GRAINGER, INC.	151.80	473352
M&D SUPPLY	238.85	473361
SANITARY SUPPLY, INC.	1,885.94	473374
ACE IMAGEWEAR	218.65	473380
AT&T	1,067.62	473385
TEXAS FIRE & COMMUNICATIONS	105.00	473403
CENTERPOINT ENERGY RESOURCES CORP	2,185.74	473421
FIRETROL PROTECTION SYSTEMS, INC.	1,855.00	473439
AI FILTER SERVICE COMPANY	732.70	473447
MAINTENANCE-PORT ARTHUR		9,177.51*
TEXAS GAS SERVICE	122.60	473415
JEFFERSON COUNTY CREDIT CARDS	19.86	473444
MAINTENANCE-MID COUNTY		142.46*
CITY OF NEDERLAND	20.65	473341
ENTERGY	2,151.10	473353
RITTER @ HOME	22.56	473372
ACE IMAGEWEAR	35.77	473380
AT&T	718.10	473385
SERVICE CENTER		2,948.18*
J.K. CHEVROLET CO.	71.40	473358
MUNRO'S	241.35	473363
PHILPOTT MOTORS, INC.	813.96	473366
BUMPER TO BUMPER	159.08	473420
ROBERT'S TEXACO XPRESS LUBE	35.00	473437
AMERICAN TIRE DISTRIBUTORS	1,192.96	473438

PGM: GMCOMMV2	DATE 07-14-2020		PAGE: 6
NAME	AMOUNT	CHECK NO.	TOTAL
MIGHTY OF SOUTHEAST TEXAS	243.44	473446	
BOUDREAUX'S TRUCK & TRAILER REPAIR	550.93	473465	
THE GOODYEAR TIRE & RUBBER COMPANY	3,125.00	473475	
THIS GUYS TOOLS, LLC	264.95	473479	
			6,698.07*
			698,625.00**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	47.91	473341	
ENTERGY	512.19	473353	
MUNRO'S	80.79	473363	
OFFICE DEPOT	104.32	473365	
SETZER HARDWARE, INC.	62.98	473379	
AT&T	32.58	473385	
TIME WARNER COMMUNICATIONS	102.90	473387	
MOTOROLA SOLUTIONS INC	49,005.95	473398	
RUTTY & MORRIS LLC	1,424.92	473432	
JCN OIL SERVICE	110.00	473489	
			51,484.54**
FEMA EMERGENCY			
SANITARY SUPPLY, INC.	415.12	473375	
GOPHER INDUSTRIAL INC	2,369.25	473486	
JORDYN ROBERTS	285.00	473488	
TAMMY LYN SAIN	262.50	473490	
			3,331.87**
LATERAL ROADS- PRECINCT 4			
MARTIN PRODUCT SALES LLC	3,864.00	473428	
			3,864.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	9.95	473383	
JEFFERSON COUNTY CREDIT CARDS	407.60	473444	
COTTON CARGO	300.00	473481	
			717.55**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	64.40	473405	
TRUECORE BEHAVIORAL SOLUTIONS LLC	4,706.70	473474	
RITE OF PASSAGE	1,779.21	473491	
			6,550.31**
GRANT A STATE AID			
YOUTH ADVOCATE PROGRAM	16,887.50	473433	
TRUECORE BEHAVIORAL SOLUTIONS LLC	4,706.70	473474	
			21,594.20**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	165.27	473365	
UNITED STATES POSTAL SERVICE	102.82	473409	
JEFFERSON COUNTY CREDIT CARDS	100.00	473444	
			368.09**
JEFF. CO. WOMEN'S CENTER			
EFFICIENT SYSTEMS, INC.	298.00	473349	
MARKET BASKET	62.61	473362	
PREMIUM PLUMBING	504.60	473370	
SYSCO FOOD SERVICES, INC.	942.66	473386	
PETTY CASH - RESTITUTION I	4.33	473393	
TOWER COMMUNICATIONS, INC.	60.00	473407	
BEN E KEITH FOODS	803.84	473418	
CENTERPOINT ENERGY RESOURCES CORP	173.18	473421	
ROCHESTER ARMORED CAR CO INC	123.36	473445	
SAM'S CLUB DIRECT	91.76	473449	
MATERA PAPER COMPANY INC	5.90	473452	
			3,070.24**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	33.98	473361	
JEFFERSON COUNTY CREDIT CARDS	100.00	473444	
			133.98**
CRIME VICTIMS CLEARING.			

PGM: GMCOMMV2	DATE 07-14-2020	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
KIMBERLY PHELAN, P.C.	500.00	473425 500.00**
LAW OFFICER TRAINING GRT		
ENTERGY	179.08	473353
ENTERGY	20.64	473354 199.72**
CONST. PCT. 8 EDUCATION		
JEFFERSON COUNTY CREDIT CARDS	150.00	473444 150.00**
HOTEL OCCUPANCY TAX FUND		
CITY OF BEAUMONT - WATER DEPT.	85.16	473339
AT&T	186.43	473385
UNITED STATES POSTAL SERVICE	.50	473409
SE TEX CONSTRUCTION CORPORATION	25,009.56	473430 25,281.65**
CAPITAL PROJECTS FUND		
THE LABICHE ARCHITECTURAL GROUP	622.48	473336 622.48**
COASTAL RESTORATION PRJCT		
TIM RICHARDSON	9,000.00	473455 9,000.00**
AIRPORT FUND		
ENTERGY	8,911.94	473356
MUNRO'S	81.65	473363
RALPH'S INDUSTRIAL ELECTRONICS	215.64	473373
WORTH HYDROCHEM	130.00	473392
DISH NETWORK	106.14	473431
SOUTHEAST TEXAS PARTS AND EQUIPMENT	3.62	473458 9,448.99**
SE TX EMP. BENEFIT POOL		
STANDARD INSURANCE COMPANY	23,705.36	473424
RELIANCE STANDARD LIFE INSURANCE	6,090.73	473426
EXPRESS SCRIPTS INC	42,127.18	473470 71,923.27**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	5,716.46	473422 5,716.46**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	14,542.00	473310
CLEAT	306.00	473311
JEFFERSON CTY. TREASURER	15,290.03	473312
RON STADTMUELLER - CHAPTER 13	339.81	473313
INTERNAL REVENUE SERVICE	208.00	473314
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,340.00	473315
JEFFERSON CTY. COMMUNITY SUP.	8,842.66	473316
JEFFERSON CTY. TREASURER - HEALTH	549,749.41	473317
JEFFERSON CTY. TREASURER - PAYROLL	1,761,110.97	473318
JEFFERSON CTY. TREASURER - PAYROLL	615,359.90	473319
MONEY LIFE INSURANCE OF AMERICA	72.54	473320
POLICE & FIRE FIGHTERS' ASSOCIATION	1,975.01	473321
JEFFERSON CTY. TREASURER - TCDRS	708,310.12	473322
JEFFERSON COUNTY TREASURER	2,786.73	473323
JEFFERSON COUNTY - TREASURER -	7,362.31	473324
NECHES FEDERAL CREDIT UNION	39,033.07	473325
JEFFERSON COUNTY - NATIONWIDE	61,282.89	473326
JOHN TALTON	715.38	473327
BELINDA M ZURITA	230.77	473328
INVESCO INVESTMENT SERVICES, INC	1,444.99	473329
TRELLIS COMPANY	275.40	473330 3,793,577.99**
APPELLATE JUDICIAL SYSTEM		
9TH COURT OF APPEALS	2,545.00	473435 2,545.00**
MARINE DIVISION		



NAME	AMOUNT	CHECK NO.	TOTAL
AUDILET TRACTOR SALES	8.25	473337	
ENTERGY	134.19	473353	
JACK BROOKS REGIONAL AIRPORT	33.54	473359	
SETZER HARDWARE, INC.	53.81	473379	
BUMPER TO BUMPER	357.74	473420	
GALLS LLC	403.19	473463	
			990.72**
SHERIFF - COMMISSARY			
MOTOROLA SOLUTIONS INC	54,385.80	473398	
			54,385.80**
			4,786,689.48***





# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 14<sup>th</sup> day of July, 2020, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

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

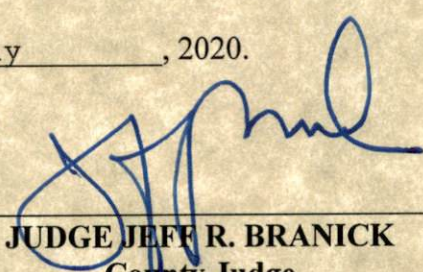
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

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

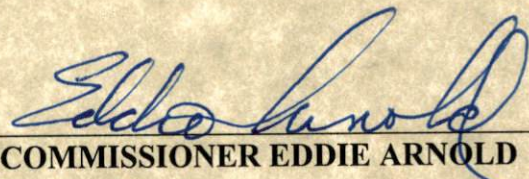
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.

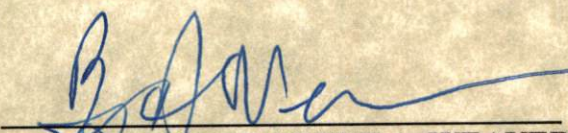
SIGNED this 14<sup>th</sup> day of July, 2020.

  
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



**From:** [Pepe Dominguez](#)  
**To:** [Carol Bowman](#)  
**Subject:** FW: Preliminary Plat Of Madison Oaks Subdivision and Construction Plans for Subdivision Roads and Drainage Improvements Madison Oaks Subdivision  
**Date:** Wednesday, July 08, 2020 2:43:26 PM  
**Attachments:** [Prelim. Plat Madison Oaks Subdivision Comm Court.pdf](#)  
[Construction Plans Madison Oaks Subd Title Sheet.pdf](#)  
[Construction Plans Madison Oaks Subd Comm Court resized.pdf](#)

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FYI

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**From:** Pepe Dominguez [mailto:[peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)]  
**Sent:** Wednesday, July 08, 2020 2:17 PM  
**To:** 'Commissioner Alfred' ([ealfred@co.jefferson.tx.us](mailto:ealfred@co.jefferson.tx.us))  
**Cc:** 'Commissioner Arnold' ([eddiearnold@co.jefferson.tx.us](mailto:eddiearnold@co.jefferson.tx.us)); 'Commissioner Weaver' ([bweaver@co.jefferson.tx.us](mailto:bweaver@co.jefferson.tx.us)); 'Commissioner Sinegal' ([msinegal@co.jefferson.tx.us](mailto:msinegal@co.jefferson.tx.us)); 'Judge Branick' ([jbranick@co.jefferson.tx.us](mailto:jbranick@co.jefferson.tx.us)); Steve Stafford [[ssstafford@co.jefferson.tx.us](mailto:ssstafford@co.jefferson.tx.us)] ([ssstafford@co.jefferson.tx.us](mailto:ssstafford@co.jefferson.tx.us)); ggross@co.jefferson.tx.us; 'Ronda Conlin' ([rconlin@co.jefferson.tx.us](mailto:rconlin@co.jefferson.tx.us)); Doug Canant <[dscanant@dd6.org](mailto:dscanant@dd6.org)> ([dscanant@dd6.org](mailto:dscanant@dd6.org)); michael kethan ([mkethan@jamagroup.com](mailto:mkethan@jamagroup.com)); Megan Barrow ([mbarrow@jamagroup.com](mailto:mbarrow@jamagroup.com)); Natalie Roberts ([nroberts@co.jefferson.tx.us](mailto:nroberts@co.jefferson.tx.us))  
**Subject:** Preliminary Plat Of Madison Oaks Subdivision and Construction Plans for Subdivision Roads and Drainage Improvements Madison Oaks Subdivision

Commissioner Alfred ,

Attached is a PDF of a Preliminary Plat of Madison Oaks Subdivision being 52.572 Acres out of the W.H. Aldridge Survey Abstract No. 813 & G.W. Paine Survey Abstract No. 188 Jefferson County, Texas. And a PDF of the Construction Plans for Subdivision Roads and Drainage Improvements Madison Oaks Subdivision. This subdivision is located off of FM Highway 365 in Precinct #4. The Preliminary Subdivision Plat and Construction plans have reviewed by Jefferson County Engineering and Drainage District #6 and met our requirements.

I will be placing the Preliminary Subdivision Plat and Construction Plans on the Agenda for Tuesday, July 14<sup>th</sup> , 2020

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

Pepe Dominguez

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



FIELD NOTE DESCRIPTION - 52.572 ACRES

BEING A 52.572 ACRE TRACT OF LAND 435 SITUATED IN THE W.H. ALDRIDGE SURVEY, ABSTRACT NO. 813 AND THE G.W. PAINE SURVEY, ABSTRACT NO. 188 OF JEFFERSON COUNTY, TEXAS AND BEING OUT OF AND A PART OF A CALLED 1706.9 ACRE TRACT AS CONVEYED TO 4-HORN FARM AND RANCH, LLC BY A CERTIFICATE OF AMENDMENT DATED NOVEMBER 4, 2015 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2015036990 OF THE JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, SAID 52.572 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE HEREN DESCRIBED TRACT, AN ANGLE CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, AND THE NORTHWEST CORNER OF A CALLED 1.40 ACRE TRACT AS CONVEYED TO JOHN OHMAN BY A GENERAL WARRANTY DEED DATED MAY 2, 2012 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2012014637 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, SAME BEING LOCATED IN A SOUTH LINE OF SAID G.W. PAINE SURVEY, ABSTRACT NO. 188 AND THE NORTH LINE OF THE B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 90, SAID POINT OF BEGINNING HAS A TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983 (NAD 83), SOUTH CENTRAL ZONE (U.S. SURVEY FOOT) VALUE OF N13.911896.11 AND EAST 3.455728.98

THENCE, IN A NORTHERLY DIRECTION, OVER AND ACROSS SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT THE FOLLOWING FORTY-THREE (43) COURSES AND DISTANCES:  
1. NORTH 02°14'54" WEST, A DISTANCE OF 867.72 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
2. NORTH 87°17'43" EAST, A DISTANCE OF 207.91 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
3. SOUTH 10°11'37" WEST, A DISTANCE OF 45.50 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
4. SOUTH 17°43'38" EAST, A DISTANCE OF 139.64 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
5. SOUTH 28°37'21" EAST, A DISTANCE OF 47.11 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
6. NORTH 20°25'09" EAST, A DISTANCE OF 87.65 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
7. NORTH 03°45'43" WEST, A DISTANCE OF 88.49 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
8. NORTH 33°25'27" EAST, A DISTANCE OF 88.05 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
9. NORTH 04°12'05" EAST, A DISTANCE OF 166.05 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
10. NORTH 19°31'21" WEST, A DISTANCE OF 27.08 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;

11. NORTH 87°17'43" EAST, A DISTANCE OF 121.67 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
12. NORTH 04°41'14" WEST, A DISTANCE OF 181.70 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
13. SOUTH 87°17'43" WEST, A DISTANCE OF 145.03 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
14. NORTH 33°28'30" WEST, A DISTANCE OF 91.28 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
15. NORTH 00°30'16" WEST, A DISTANCE OF 53.52 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
16. NORTH 28°33'26" WEST, A DISTANCE OF 61.80 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
17. NORTH 13°06'30" EAST, A DISTANCE OF 55.23 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
18. NORTH 05°40'37" EAST, A DISTANCE OF 34.78 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
19. NORTH 48°35'32" EAST, A DISTANCE OF 65.69 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;

20. NORTH 25°50'24" EAST, A DISTANCE OF 60.10 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
21. NORTH 73°43'56" WEST, A DISTANCE OF 34.82 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
22. NORTH 02°11'56" WEST, A DISTANCE OF 99.82 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
23. NORTH 86°36'41" EAST, A DISTANCE OF 154.55 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
24. SOUTH 78°29'17" EAST, A DISTANCE OF 40.53 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
25. NORTH 07°23'03" EAST, A DISTANCE OF 33.17 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
26. NORTH 49°59'09" EAST, A DISTANCE OF 47.36 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
27. NORTH 05°48'35" WEST, A DISTANCE OF 11.75 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
28. NORTH 87°17'43" EAST, A DISTANCE OF 64.68 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;

29. NORTH 16°52'55" WEST, A DISTANCE OF 135.04 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT AND THE BEGINNING POINT OF A CURVE TO THE RIGHT;  
30. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 680.00 FEET, AN ARC LENGTH OF 178.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 09°22'59" WEST 177.49 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
31. SOUTH 71°09'11" WEST, A DISTANCE OF 527.44 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
32. NORTH 02°14'54" WEST, A DISTANCE OF 414.29 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
33. NORTH 90°00'00" EAST, A DISTANCE OF 301.96 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
34. SOUTH 28°41'52" EAST, A DISTANCE OF 68.28 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
35. NORTH 65°59'27" EAST, A DISTANCE OF 76.23 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;

36. NORTH 29°34'05" WEST, A DISTANCE OF 159.21 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
37. SOUTH 89°31'22" WEST, A DISTANCE OF 97.04 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
38. NORTH 00°00'00" EAST, A DISTANCE OF 91.19 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
39. NORTH 90°00'00" WEST, A DISTANCE OF 111.23 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
40. NORTH 00°59'39" WEST, A DISTANCE OF 68.73 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
41. NORTH 55°40'43" EAST, A DISTANCE OF 27.29 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
42. NORTH 37°02'37" EAST, A DISTANCE OF 122.69 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
43. NORTH 21°15'40" WEST, A DISTANCE OF 128.41 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") IN THE SOUTH RIGHT-OF-WAY OF F.M. HIGHWAY 365 FOR THE NORTHWEST CORNER OF THE HEREN DESCRIBED TRACT, FROM WHICH A CONCRETE MONUMENT FOUND FOR REFERENCE BEARS SOUTH 88°23'44" WEST, A DISTANCE OF 336.63 FEET;

THENCE, NORTH 88°23'44" EAST, A DISTANCE OF 547.48 FEET, ALONG THE SOUTH RIGHT-OF-WAY OF SAID F.M. HIGHWAY 365, TO A CONCRETE MONUMENT FOUND FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT AND A BEGINNING POINT OF A CURVE TO THE RIGHT;  
THENCE, ALONG THE SOUTH RIGHT-OF-WAY OF SAID F.M. HIGHWAY 365 AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 569.58 FEET, AN ARC LENGTH OF 301.67 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 89°05'28" EAST 501.51 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR THE NORTHEAST CORNER OF THE HEREN DESCRIBED TRACT, FROM WHICH A CONCRETE MONUMENT FOUND FOR REFERENCE ALONG THE SAME CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 85°49'48" EAST 143.71 FEET;

THENCE, IN A SOUTHERLY DIRECTION, OVER AND ACROSS SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:  
1. SOUTH 20°08'23" WEST, A DISTANCE OF 457.11 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
2. SOUTH 03°14'47" WEST, A DISTANCE OF 822.68 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
3. SOUTH 15°01'20" EAST, A DISTANCE OF 734.69 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
4. NORTH 87°17'43" EAST, A DISTANCE OF 375.05 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT;  
5. SOUTH 15°44'11" EAST, A DISTANCE OF 82.08 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREN DESCRIBED TRACT, SAME BEING LOCATED ON A SOUTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, THE NORTH LINE OF A CALLED 372.03 ACRE TRACT AS CONVEYED TO THIRD TEXAS RESOURCE, LLC BY SPECIAL WARRANTY DEED DATED JULY 11, 2012 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2012023087 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, THE SOUTH LINE OF SAID W.H. ALDRIDGE SURVEY, ABSTRACT NO. 813, AND THE NORTH LINE OF SAID G.W. PAINE SURVEY, ABSTRACT NO. 188;

THENCE, SOUTH 87°11'01" WEST, A DISTANCE OF 741.47 FEET, ALONG A SOUTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AND THE NORTH LINE OF SAID THIRD TEXAS RESOURCE, LLC CALLED 372.03 ACRE TRACT, TO A 1/2-INCH IRON ROD FOUND FOR A SOUTHEAST CORNER OF THE HEREN DESCRIBED TRACT, AN ANGLE CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, A SOUTHWEST CORNER OF SAID THIRD TEXAS RESOURCE, LLC CALLED 372.03 ACRE TRACT, THE NORTHWEST CORNER OF A CALLED 1.005 ACRE TRACT AS CONVEYED TO JOSEPH HILEMAN BY A CORRECTION WARRANTY DEED DATED SEPTEMBER 20, 2007 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2007037168 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, AND THE NORTHEAST CORNER OF A CALLED 0.389 ACRE TRACT AS CONVEYED TO JOSEPH HILEMAN BY A SPECIAL WARRANTY DEED DATED APRIL 8, 2008 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2008014328 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS;

THENCE, SOUTH 02°08'16" EAST, A DISTANCE OF 951.56 FEET, ALONG AN EAST LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AND A WEST LINE OF SAID THIRD TEXAS RESOURCE, LLC CALLED 372.03 ACRE TRACT, TO A 1/2-INCH IRON ROD FOUND FOR A SOUTHEAST CORNER OF THE HEREN DESCRIBED TRACT, AN ANGLE CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, A SOUTHWEST CORNER OF SAID THIRD TEXAS RESOURCE, LLC CALLED 372.03 ACRE TRACT, THE NORTHWEST CORNER OF A CALLED 1.005 ACRE TRACT AS CONVEYED TO JOSEPH HILEMAN BY A CORRECTION WARRANTY DEED DATED SEPTEMBER 20, 2007 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2007037168 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, AND THE NORTHEAST CORNER OF A CALLED 0.389 ACRE TRACT AS CONVEYED TO JOSEPH HILEMAN BY A SPECIAL WARRANTY DEED DATED APRIL 8, 2008 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2008014328 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS;

THENCE, SOUTH 76°37'36" WEST, A DISTANCE OF 431.45 FEET, ALONG A SOUTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AND THE NORTH LINE OF SAID JOSEPH HILEMAN CALLED 0.389 ACRE TRACT, TO A 3/4-INCH IRON PIPE FOUND FOR THE WEST CORNER OF SAME, AN ANGLE CORNER OF THE HEREN DESCRIBED TRACT, AN ANGLE CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, THE NORTHEAST CORNER OF SAID JOHN OHMAN CALLED 1.40 ACRE TRACT, AND THE NORTHWEST CORNER OF A CALLED 3.62 ACRE TRACT AS CONVEYED TO JOE HILEMAN BY A WARRANTY DEED DATED NOVEMBER 3, 1983 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 100-37-2283 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS;

THENCE, SOUTH 87°17'12" WEST, A DISTANCE OF 388.81 FEET, ALONG A SOUTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AND THE NORTH LINE OF SAID JOHN OHMAN CALLED 1.40 ACRE TRACT, TO THE PLACE OF BEGINNING, CONTAINING 52.572 ACRES OF LAND IN JEFFERSON COUNTY, TEXAS.

THIS IS TO CERTIFY THAT WE, 4-HORN FARM AND RANCH, LLC, HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE WITH THE JEFFERSON COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY.

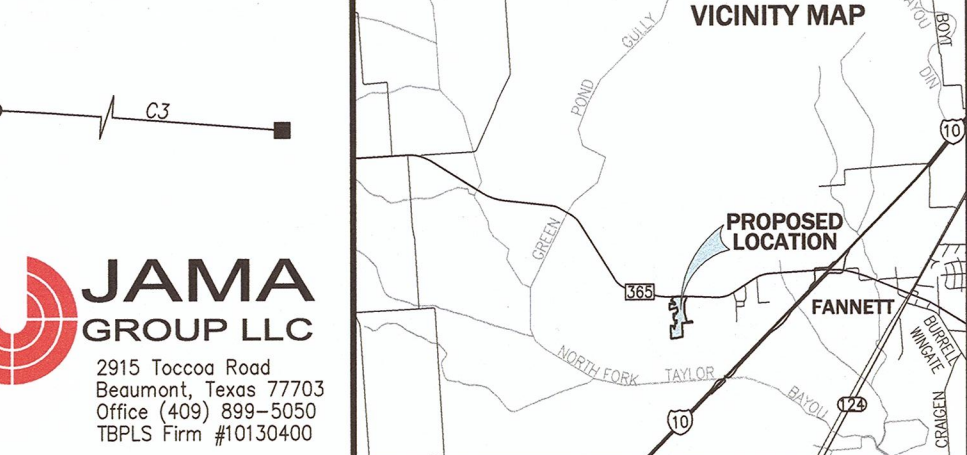
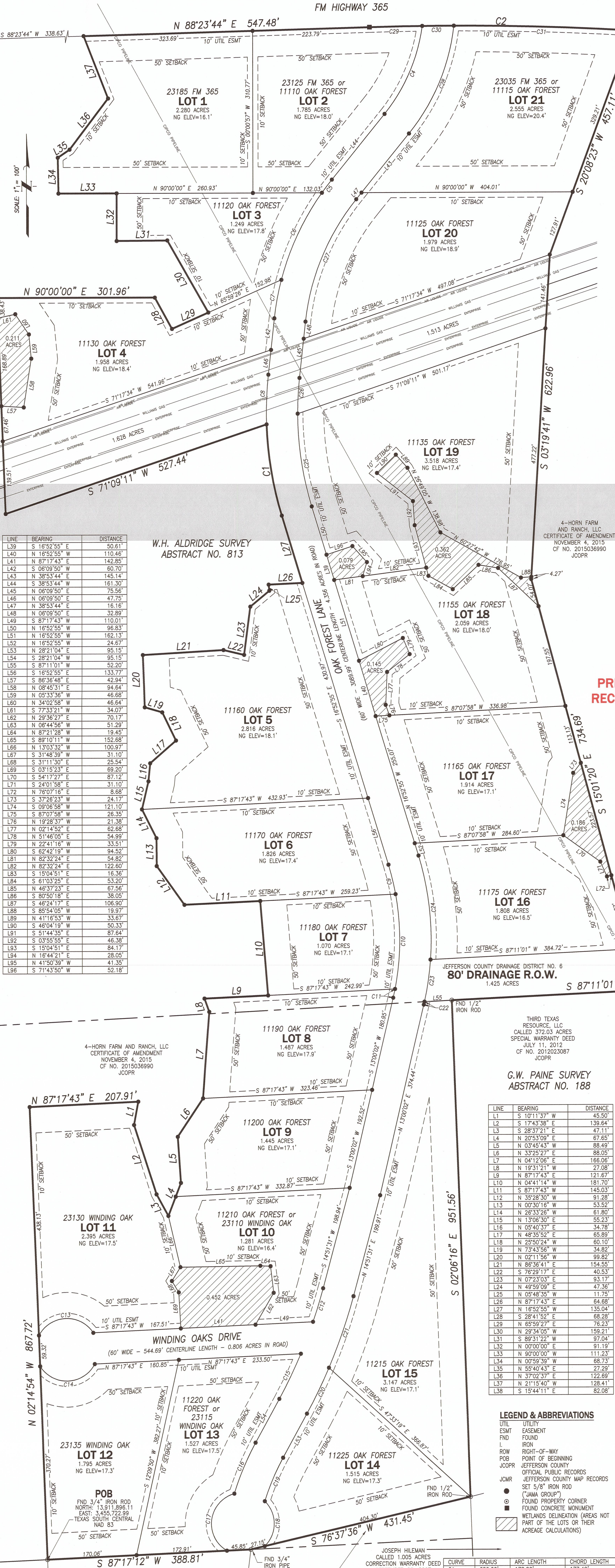
WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

SCOTT E. SHELDON, MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME BY SCOTT E. SHELDON, MANAGER OF 4-HORN FARM AND RANCH, LLC, AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

NOTARY PUBLIC  
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: \_\_\_\_\_



STATE OF TEXAS  
COUNTY OF JEFFERSON  
APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AUTHORIZING THE FILING FOR RECORD OF THIS CERTIFICATE OF AMENDMENT ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS.

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

STATE OF TEXAS  
COUNTY OF JEFFERSON  
I, STEVE STARFORD, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAN OF THIS SUBDIVISION COMPLES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER

STATE OF TEXAS  
COUNTY OF JEFFERSON  
I, \_\_\_\_\_ COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY



CONSTRUCTION PLANS  
FOR  
SUBDIVISION ROADS  
&  
DRAINAGE IMPROVEMENTS  
MADISON OAKS SUBDIVISION

JEFFERSON COUNTY COMMISSIONERS COURT

- JEFF BRANICK, COUNTY JUDGE  
EDDIE ARNOLD, COMMISSIONER PRECINCT 1  
BRENT WEAVER, COMMISSIONER PRECINCT 2  
MICHAEL SINEGAL, COMMISSIONER PRECINCT 3  
EVERETTE "BO" ALFRED, COMMISSIONER PRECINCT 4

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\* DENOTES TYPOT DETAIL



PROJECT MAP

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

JUNE 2020

JEFFERSON COUNTY ENGINEERING DEPARTMENT

STEVEN STAFFORD, P.E.  
ACCEPTED BY COUNTY ENGINEER

DATE

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

*Doug Canant*  
DOUG CANANT, P.E., R.P.L.S., C.F.M.  
ACCEPTED BY DISTRICT ENGINEER

6/16/20  
DATE

LJA ENGINEERING, INC.



*Victoria Dai*  
VICTORIA T. DAI, P.E., NO. 100240  
6/15/2020  
DATE

MADISON OAKS  
SUBDIVISION

TITLE SHEET

**LJA**  
LJA Engineering, Inc.  
Public Infrastructure  
2615 Calder Avenue, Suite 500  
Beaumont, Texas 77702  
Phone 409.833.2263  
Fax 409.833.0317  
1995 F-1386

DRAWN BY	DATE	APP'D BY
DATE	DATE	DATE
DATE	DATE	DATE
DATE	DATE	DATE



CAUTION

EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRICAL FACILITIES.

WARNING

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

Texas811

Know what's below.  
Call before you dig.

Public Information  
2815 Caliber Avenue, Suite 500  
Beaumont, Texas 77702  
Phone 409.833.2303  
Fax 409.833.0317  
TDD: 409.833.2303

LJA Engineering, Inc.

Public Information  
2815 Caliber Avenue, Suite 500  
Beaumont, Texas 77702  
Phone 409.833.2303  
Fax 409.833.0317  
TDD: 409.833.2303

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ITEM 164 - CELLULOSE FIBER MULCH SEEDING

THIS ITEM IS FOR PERMANENT SEEDING OF ALL DISTURBED AREAS WITHIN THE PROJECT, EXCEPT THE D06 OUTFALL AREA WHICH SHALL BE SEEDD WITH BROADCAST SEEDING ONLY.

PROVIDE AND INSTALL A MIXTURE OF 2,500 POUNDS PER ACRE OF CELLULOSE FIBER MULCH, 3 POUNDS OF PURE LIVE BERMLUDA GRASS SEED PER ACRE, FERTILIZER AT A RATE OF 100 POUNDS OF NITROGEN PER ACRE AND ENOUGH WATER TO MAKE THE MIXTURE SPRAYABLE TO THE AREAS TO BE SEEDD. FERTILIZER SHALL BE SUBSIDIARY TO THIS ITEM.

ITEM 247 - FLEXIBLE BASE

FLEXIBLE BASE FOR THIS PROJECT SHALL BE 10-INCHES OF CRUSHED LIMESTONE BASE (TYPE A, GRADE 1-2).

MEASUREMENT FOR PAYMENT OF FLEXIBLE BASE SHALL BE BY THE SQUARE YARD COMPLETE IN PLACE OF THE COMPLETED THICKNESS. THE CUBIC YARD DETERMINATION SHALL BE BASED UPON THE SURFACE (CROWN) WIDTH OF THE COMPLETED BASE AS SHOWN ON THE ROADWAY TYPICAL SECTIONS OF THE PLANS.

THE CONTRACTOR SHALL PLACE THE PROPOSED BASE IN NO GREATER THAN 6" LIFTS AND COMPACT EACH LIFT TO 98% OF MAXIMUM DENSITY. WHEN PLACEMENT OF BASE IS FINISHED AND DENSITY HAS BEEN ACHIEVED, AREA RECEIVING PRIME SHALL NOT BE PRIMED UNTIL THE BASE IS WITHIN 2% OF OPTIMUM MOISTURE CONTENT. THE NEW BASE SHALL BE MIXED IN WITH THE SCARIFIED EXISTING BASE TO ACHIEVE A HOMOGENEOUS MIXTURE TO BE SHAPED AND COMPACTED.

THE CONTRACTOR SHALL HAVE TWO DIFFERENT PROCTORS RAN FOR DENSITY PURPOSES. ONE PROCTOR FOR THE MIXTURE OF OLD BASE AND NEW BASE, AND ANOTHER PROCTOR FOR THE NEW BASE ONLY TO ACHIEVE MORE ACCURATE DENSITY TESTING.

ITEM 310 - PRIME COAT

ASPHALTIC PRIME COAT FOR THIS PROJECT SHALL BE MC-30 APPLIED AT THE RATE OF 0.20 GAL/SY.

THE PRIME COAT SHALL BE PLACED WHEN THE BASE IS WITHIN 2% OF OPTIMUM MOISTURE. BEFORE APPLYING THE PRIME COAT, CONTRACTOR TO MAKE SURE THAT ALL LOOSE MATERIAL IS REMOVED FROM THE SURFACE BY LIGHTLY SWEEPING SURFACE WITH A MECHANICAL BROOM.

ITEM 340 - DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)

ALL HOT-MIX ASPHALT FOR THIS PROJECT SHALL BE 1 1/2" COMPACTED THICKNESS, TYPE D, PG 64-22.

ITEM 400 - STRUCTURAL EXCAVATION

THIS ITEM IS TO BE USED FOR THE EXCAVATION FOR INSTALLING DRAINAGE PIPES AND STRUCTURES. ANY STRUCTURE PLACED ACROSS THE ROADWAYS SHALL BE COMPLETELY BACKFILLED BEFORE CONTRACTOR LEAVES PROJECT FOR THE DAY. NO OPEN EXCAVATIONS IN THE ROADWAY AREAS WILL BE PERMITTED OVERNIGHT. STRUCTURAL EXCAVATION AND BACKFILL OF STRUCTURES SHALL BE SUBSIDIARY TO ITEM 2619 AND NO EXTRA PAYMENT WILL BE DUE THE CONTRACTOR FOR THIS WORK.

ITEM 400 - CEMENT STABILIZED BACKFILL

CEMENT STABILIZED BACKFILL IS A PAY ITEM AND SHALL BE COHESIONLESS SAND WITH 3 SACKS OF CEMENT/CY BASED ON DRY WEIGHT OF SAND.

ITEM 464 - REINFORCED CONCRETE PIPE

REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS III. CULVERT SIZE SHALL BE INDICATED ON PLANS. ALL STORM SEWER SHALL BE BEDDED AND BACKFILLED IN ACCORDANCE WITH THE CONSTRUCTION PLANS AND SPECIFICATIONS. NO SEPARATE PAYMENT WILL BE MADE FOR PIPE BEDDING OR BACKFILL; INCLUDE COST IN UNIT PRICE FOR PIPE.

ITEM 467 - SAFETY END TREATMENT

SAFETY END TREATMENT (SET) SHALL BE TYPE II. CONCRETE RIPRAP AND PIPE RUNNER ASSEMBLIES SHALL BE INCLUDED IN THE COST FOR ITEM 467. PIPE RUNNER ASSEMBLIES SHALL NOT BE INSTALLED ON ANY CULVERTS 18" OR SMALLER.

ITEM 506 - TEMPORARY SEDIMENT CONTROL FENCE

THIS ITEM SHALL PROVIDE FOR "TEMPORARY SEDIMENT CONTROL FENCE" TO BE PLACED AROUND ALL OUTFALL STRUCTURES (WHERE NEEDED) ON THE PROPOSED PROJECT. THE SILT FENCE SHALL BE PAID FOR BY THE "LINEAR FOOT" OF FENCE PROPERLY PLACED. THIS PAYMENT SHALL BE FULL PRICE FOR FURNISHING, PLACING, TRENCHING, POSTS, BACKFILL, EQUIPMENT, LABOR, TOOLS AND INCIDENTALS. THE REMOVAL OF THE SILT FENCE SHALL BE PAID BY THE "LINEAR FOOT" AND SHALL BE COVERED BY ITEM "TEMP. SEDIMENT CONTROL FENCE (REMOVE)". THE DISPOSAL OF THE SILT FENCE SHALL BE SUBSIDIARY TO THE UNIT PRICE BID FOR "TEMP. SEDIMENT CONTROL FENCE (REMOVE)".

GENERAL NOTES

- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, TxDOT STANDARD SPECIFICATIONS WHERE REFERENCED, AND JEFFERSON COUNTY REQUIREMENTS.
- ALL BIDDERS ARE TO INSPECT THE PROJECT SITE AND FAMILIARIZE THEMSELVES WITH THE PLANS AND NATURE OF THE WORK PRIOR TO BIDDING. BIDDER SHALL VERIFY ALL QUANTITIES OF PROPOSED WORK. BIDS SHALL INCLUDE ALL COSTS FOR MOBILIZATION, TRAFFIC CONTROL, MATERIAL TESTING, SWPPP, ETC. NECESSARY FOR A COMPLETE PROJECT.
- THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR TESTING ALL MATERIALS INCORPORATED IN THE PROJECT AT HIS SOLE EXPENSE. AN INDEPENDENT TESTING LABORATORY SHALL BE SELECTED BY THE CONTRACTOR, WITH THE ENGINEER'S APPROVAL, TO INSPECT AND TEST THE MATERIALS AND METHODS OF CONSTRUCTION.
- LOCATION OF EXISTING UNDERGROUND UTILITIES AND SERVICE LINES (WATER, SEWER, GAS, TELEPHONE, ELECTRICAL, ETC.) ARE DETERMINED FROM BEST AVAILABLE RECORDS AND ARE APPROXIMATE. CONTRACTOR TO LOCATE LINES AND/ OR OBSTRUCTIONS AHEAD OF EXCAVATION.
- ALIGNMENT AND GRADES WILL GENERALLY FOLLOW THE EXISTING ROADWAY UNLESS NOTED. CONSTRUCTION STAKING (ALIGNMENT AND GRADE) TO BE PROVIDED BY THE CONTRACTOR AT NO SEPARATE PAY.
- CONTRACTOR SHALL PROCURE ALL THE NECESSARY CITY AND/OR COUNTY PERMITS AND LICENSES.
- CONTRACTOR TO USE CAUTION WHEN CROSSING ALL EXISTING FACILITIES. ANY DAMAGE TO BE REPAIRED AT THE CONTRACTORS EXPENSE WITH NO SEPARATE PAY.
- SURPLUS EXCAVATED MATERIAL SHALL BE REMOVED AND DISPOSED OFF SITE BY THE CONTRACTOR (NO SEPARATE PAY). IF THE ENGINEER NOTIFIES THE CONTRACTOR THAT THE OWNER HAS USE FOR THIS MATERIAL, THE MATERIAL WILL BE HAULED TO A SITE AS DIRECTED BY THE OWNER WITHIN THE COUNTY. NO FILL SHALL BE PLACED WITHIN ANY FLOODPLAIN HAZARD AREA WITHOUT APPROVAL FROM THE COUNTY.
- WHERE CONTRACTOR'S WORK AND/ OR EQUIPMENT CAUSES AN OBSTRUCTION TO TRAFFIC, CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH PART IV OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TEXAS MUTCD, MOST RECENT EDITION AS REVISED) DURING CONSTRUCTION.
- CONTRACTOR TO MAINTAIN ACCESS FOR PROPERTY OWNERS, POST OFFICE VEHICLES, GARBAGE TRUCKS AND EMERGENCY VEHICLES AT ALL TIMES.
- NOTIFY ALL PROPERTY OWNERS A MINIMUM OF TWENTY-FOUR (24) HOURS PRIOR TO BLOCKAGE OF DRIVEWAYS OR ENTERING OF UTILITY EASEMENTS.
- CONTRACTOR SHALL MAINTAIN DRAINAGE TO ORIGINAL OR BETTER CONDITION THROUGHOUT THE CONSTRUCTION OF THE PROJECT. NO SEPARATE PAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE OF A STORM WATER POLLUTION PREVENTION PLAN. PROVIDE ADEQUATE EROSION CONTROL MEASURES NECESSARY TO CONTAIN SEDIMENT AND EROSION TO WITHIN THE PROJECT SITE. CONTRACTOR SHALL SUBMIT TO THE ENGINEER THE SWPPP FOR APPROVAL PRIOR TO THE START OF CONSTRUCTION.
- ALL TRAFFIC SIGNS AND STRIPING SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR TO PROVIDE ACCESS TO EXISTING DRIVEWAYS AT ALL TIMES. ALL WEATHER GRAVEL SURFACE SHALL BE USED FOR MAINTAINING TEMPORARY ACCESS TO EXISTING DRIVEWAYS. THIS WORK WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE SUBSIDIARY TO THE VARIOUS BID ITEMS OF THE CONTRACT.
- THE END OF THE STREET AND DRIVEWAY PLACEMENT SHALL MATCH THE EXISTING PAVING UNLESS OTHERWISE DIRECTED BY THE ENGINEER. PAVEMENT FOR ASPHALT TIE-INS SHALL BE PAID AT THE UNIT PRICES FOR BASE AND ASPHALT SURFACE.
- CONTRACTOR TO CONTACT "DIG-TEST" AT 1-800-344-8377 AT LEAST 48 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION FOR LOCATION AND MARKING OF UNDERGROUND CABLE.
- PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION. UTILITIES DAMAGED ARE TO BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE. VERIFY THE LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- EXISTING MAILBOXES, SIGNS, VALVE BOXES, ETC. DISTURBED BY CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL KEEP THE PROJECT SITE AS CLEAN AS POSSIBLE DURING WORK. UPON PROJECT COMPLETION, ALL WORK AREA MUST BE LEFT AS CLEAN AS PRE-EXISTING CONDITION.
- A FIELD SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED BY THE CONTRACTOR FOR TRANSFER TO PERMANENT RECORD DRAWINGS. THESE DRAWINGS SHOULD INCLUDE CHANGES MADE DURING CONSTRUCTION. PROJECT WILL NOT BE CLOSED OUT UNTIL CONTRACTOR HAS PROVIDED THE FIELD SET TO THE ENGINEER.
- CALENDAR DAYS WILL BE CHARGED SUNDAY THROUGH SATURDAY, INCLUDING HOLIDAYS, REGARDLESS OF WEATHER CONDITIONS. MATERIAL AVAILABILITY, OR OTHER CONDITIONS NOT UNDER THE CONTROL OF THE CONTRACTOR. TOTAL CALENDAR DAYS EQUALS 60.

CONSTRUCTION NOTES

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH TxDOT'S STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES, 2014 VERSION, EXCEPT AS REVISED OR CLARIFIED IN THE SUPPLEMENTAL NOTES THAT FOLLOW:

ITEM 110 - EXCAVATION

EXCAVATION SHALL BE FOR CUTTING AND SHAPING OF ALL DITCHES AND SIDE SLOPES WITHIN THE PROJECT TO ALLOW FOR IMPROVED DRAINAGE. THIS INCLUDES THE LARGER DRAINAGE DISTRICT NO. 6 (D06) OUTFALL DITCH WITHIN THE PROJECT.

ITEM 132 - EMBANKMENT (TYPE D)

EMBANKMENT MATERIAL SHALL COME FROM THE ROADWAY DITCH EXCAVATION. EMBANKMENT SHALL BE USED TO SHOULDER UP THE PROPOSED ROAD WHEN COMPLETED.

ITEM 164 - TEMPORARY BROADCAST SEEDING

TEMPORARY BROADCAST SEEDING WILL BE DONE ACCORDING TO TxDOT SPECIFICATION ITEM 164. THE SEED, FERTILIZER AND WATER USED SHALL BE PAID FOR AT THE UNIT PRICE BID FOR ITEM 164 (BROADCAST SEEDING), BY THE SQUARE YARD. NO ADDITIONAL COMPENSATION WILL BE DUE TO THE CONTRACTOR FOR FURNISHING ALL THE ITEMS NEEDED TO PERFORM THE SEEDING OPERATION.



DRAINAGE FOR MADISON OAKS SUBDIVISION  
IS PART OF THE JEFFERSON COUNTY  
DRAINAGE DISTRICT NO. 6 MASTER DRAINAGE  
MODEL. THIS MODEL ACCOUNTS FOR  
THE DEVELOPED PEAK FLOWS COMING FROM  
THIS SUBDIVISION SITE.

THE SUBDIVISION DRAINS INTO AN EXISTING  
DD6 DITCH WHICH ULTIMATELY DRAINS INTO  
AN IMPROVED TAYLOR BAYOU

BASE FLOOD ELEVATION FOR  
MADISON OAKS SUBDIVISION IS  
20.0' 1929 DATUM  
AS DETERMINED  
BY DRAINAGE DISTRICT NO. 6.

## JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

*Doug Cant* 6/16/10  
DOUG CANANT, P.E., R.P.L.S., C.F.M.  
ACCEPTED BY  
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 1

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6



WEIGHTING

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.



	Bo	Cia	Azi	Sudat
Nordrhein				

**MADISON OAKS  
SUBDIVISION**

## PROJECT LAYOUT

**LJA Engineering, Inc.**  
Public Infrastructure  
2616 Carlier Avenue, Suite 300  
Bourne, Texas 77602  
Phone 409.833.3263  
Fax 409.833.0317  
TDD - F-1386

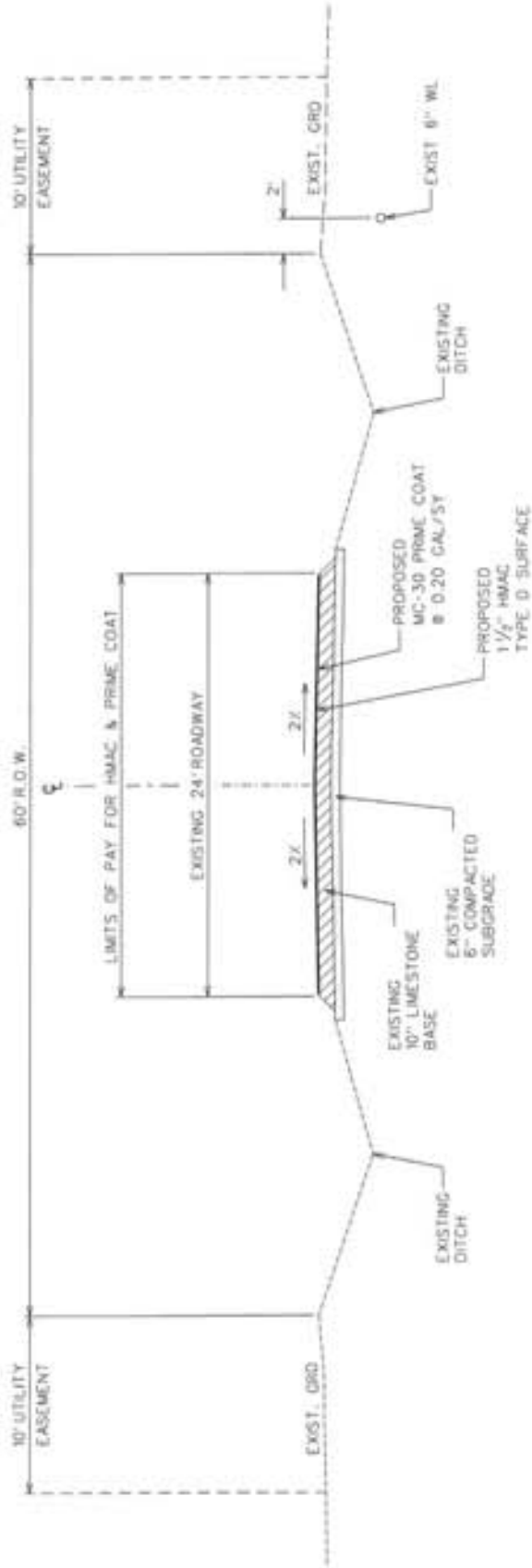
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OS 5049	Y 10	JST No. 1981-1026
OS 5050	Y 10	JST No. 1981-1027
OS 5051	Y 10	JST No. 1981-1028
OS 5052	Y 10	JST No. 1981-1029
OS 5053	Y 10	JST No. 1981-1030
OS 5054	Y 10	JST No. 1981-1031
OS 5055	Y 10	JST No. 1981-1032
OS 5056	Y 10	JST No. 1981-1033
OS 5057	Y 10	JST No. 1981-1034
OS 5058	Y 10	JST No. 1981-1035
OS 5059	Y 10	JST No. 1981-1036
OS 5060	Y 10	JST No. 1981-1037
OS 5061	Y 10	JST No. 1981-1038
OS 5062	Y 10	JST No. 1981-1039
OS 5063	Y 10	JST No. 1981-1040
OS 5064	Y 10	JST No. 1981-1041
OS 5065	Y 10	JST No. 1981-1042
OS 5066	Y 10	JST No. 1981-1043
OS 5067	Y 10	JST No. 1981-1044
OS 5068	Y 10	JST No. 1981-1045
OS 5069	Y 10	JST No. 1981-1046
OS 5070	Y 10	JST No. 1981-1047
OS 5071	Y 10	JST No. 1981-1048
OS 5072	Y 10	JST No. 1981-1049
OS 5073	Y 10	JST No. 1981-1050
OS 5074	Y 10	JST No. 1981-1051
OS 5075	Y 10	JST No. 1981-1052
OS 5076	Y 10	JST No. 1981-1053
OS 5077	Y 10	JST No. 1981-1054
OS 5078	Y 10	JST No. 1981-1055
OS 5079	Y 10	JST No. 1981-1056
OS 5080	Y 10	JST No. 1981-1057
OS 5081	Y 10	JST No. 1981-1058
OS 5082	Y 10	JST No. 1981-1059
OS 5083	Y 10	JST No. 1981-1060
OS 5084	Y 10	JST No. 1981-1061
OS 5085	Y 10	JST No. 1981-1062
OS 5086	Y 10	JST No. 1981-1063
OS 5087	Y 10	JST No. 1981-1064
OS 5088	Y 10	JST No. 1981-1065
OS 5089	Y 10	JST No. 1981-1066
OS 5090	Y 10	JST No. 1981-1067
OS 5091	Y 10	JST No. 1981-1068
OS 5092	Y 10	JST No. 1981-1069
OS 5093	Y 10	JST No. 1981-1070
OS 5094	Y 10	JST No. 1981-1071
OS 5095	Y 10	JST No. 1981-1072
OS 5096	Y 10	JST No. 1981-1073
OS 5097	Y 10	JST No. 1981-1074
OS 5098	Y 10	JST No. 1981-1075
OS 5099	Y 10	JST No. 1981-1076
OS 5100	Y 10	JST No. 1981-1077
OS 5101	Y 10	JST No. 1981-1078
OS 5102	Y 10	JST No. 1981-1079
OS 5103	Y 10	JST No. 1981-1080
OS 5104	Y 10	JST No. 1981-1081
OS 5105	Y 10	JST No. 1981-1082
OS 5106	Y 10	JST No. 1981-1083
OS 5107	Y 10	JST No. 1981-1084
OS 5108	Y 10	JST No. 1981-1085
OS 5109	Y 10	JST No. 1981-1086
OS 5110	Y 10	JST No. 1981-1087
OS 5111	Y 10	JST No. 1981-1088
OS 5112	Y 10	JST No. 1981-1089
OS 5113	Y 10	JST No. 1981-1090
OS 5114	Y 10	JST No. 1981-1091
OS 5115	Y 10	JST No. 1981-1092
OS 5116	Y 10	JST No. 1981-1093
OS 5117	Y 10	JST No. 1981-1094
OS 5118	Y 10	JST No. 1981-1095
OS 5119	Y 10	JST No. 1981-1096
OS 5120	Y 10	JST No. 1981-1097
OS 5121	Y 10	JST No. 1981-1098
OS 5122	Y 10	JST No. 1981-1099
OS 5123	Y 10	JST No. 1981-1100
OS 5124	Y 10	JST No. 1981-1101
OS 5125	Y 10	JST No. 1981-1102
OS 5126	Y 10	JST No. 1981-1103
OS 5127	Y 10	JST No. 1981-1104
OS 5128	Y 10	JST No. 1981-1105
OS 5129	Y 10	JST No. 1981-1106
OS 5130	Y 10	JST No. 1981-1107
OS 5131	Y 10	JST No. 1981-1108
OS 5132	Y 10	JST No. 1981-1109
OS 513		

5/14/2020 14:00:43

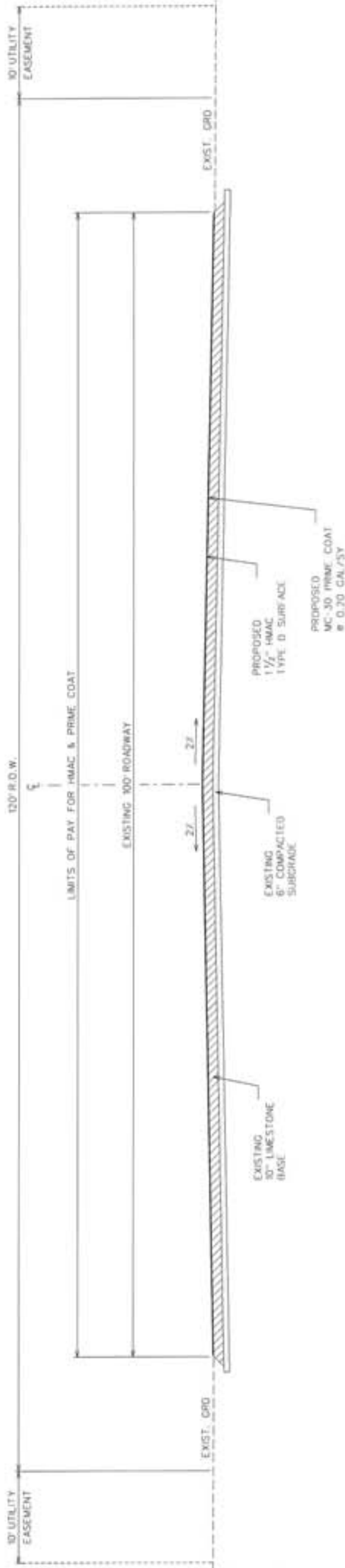


**CAUTION**  
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRICAL FACILITIES.

**WARNING**  
THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.



OAK FOREST LANE  
STA 0+00 TO STA 30+46



OAK FOREST LANE  
STA 30+46 TO STA 31+50



MADISON OAKS  
SUBDIVISION

TYPICAL SECTIONS  
OAK FOREST LANE

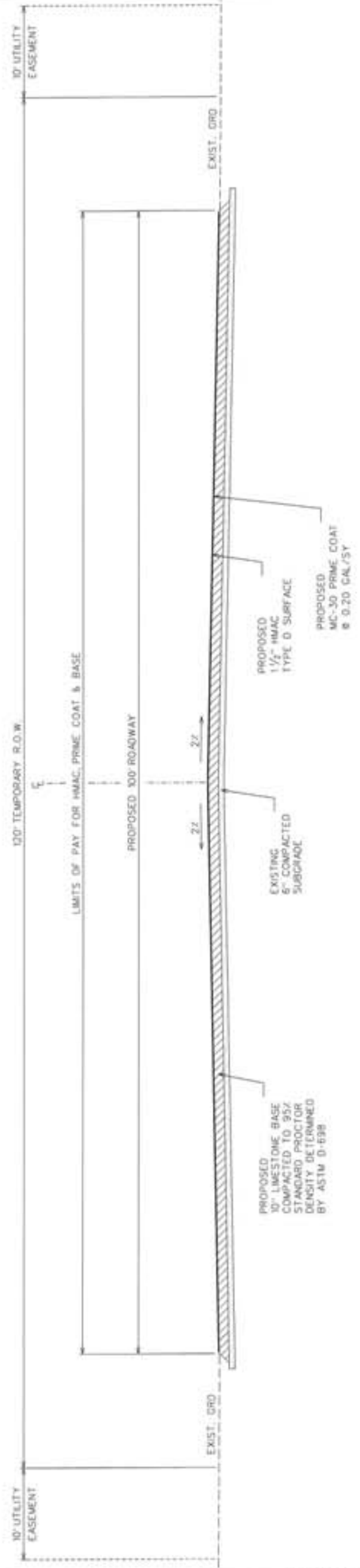
**LJA Engineering, Inc.**  
Public Infrastructure  
2815 Cabot Avenue, Suite 100  
Houston, Texas 77002  
Phone: 409.833.3353  
Fax: 409.833.0517  
TSS: F-1386

Drawn: J.T.S.  
Checked: J.T.S.  
Scale: 1" = 5'  
Sheet No. 24 of 31

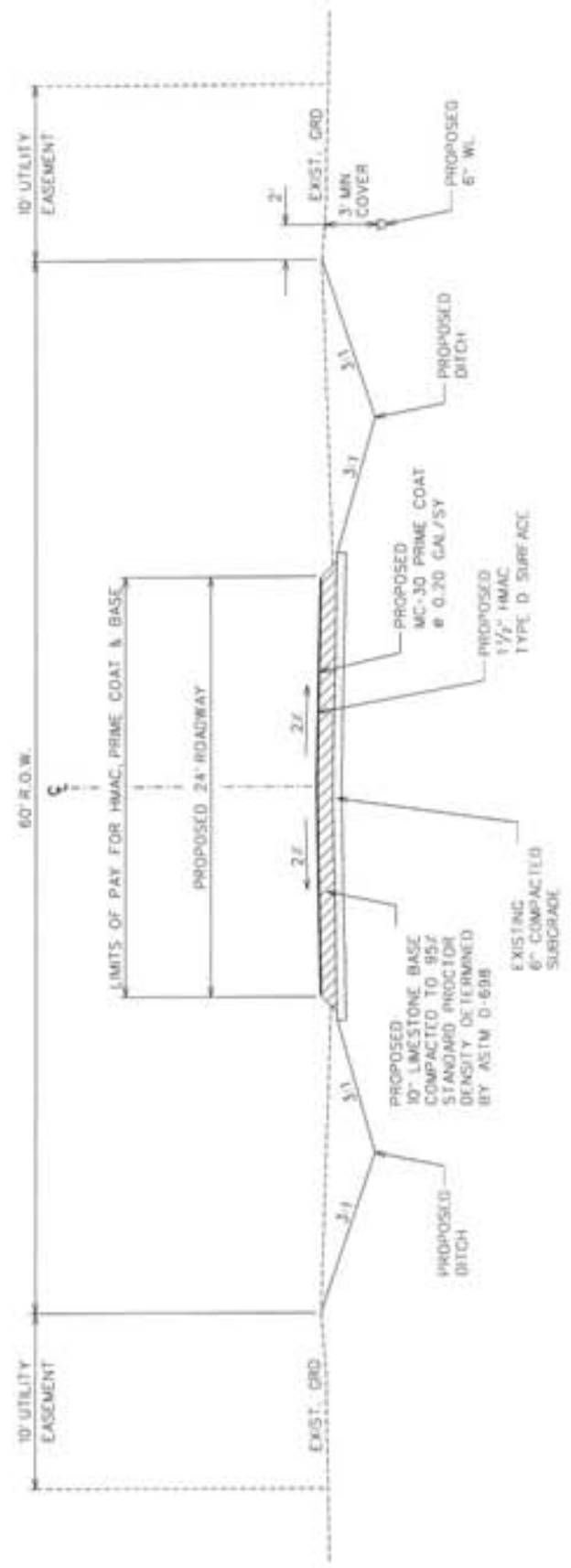


CAUTION  
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRICAL FACILITIES.

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.



WINDING OAKS DRIVE  
STA 0+00 TO STA 1+00



WINDING OAKS DRIVE  
STA 1+00 TO STA 5+44



Revision	By	Chk	Date

**MADISON OAKS  
SUBDIVISION**

**TYPICAL SECTIONS  
WINDING OAKS DRIVE**

**LJA Engineering, Inc.**  
Public Infrastructure  
2811 Cabell Avenue, Suite 100  
Blossington, Texas 77702  
Phone: 409.833.3283  
Fax: 409.833.0317  
Toll-free: 1-800-451-1386

**LA**  
L. J. Anderson  
Professional Engineer  
License No. 100740  
State of Texas  
Signature: [Signature]  
Date: [Date]

Drawn: [Name]  
Checked: [Name]  
Scale: 1" = 5'

Sheet No. 85 of 11

CAUTION  
EXISTING OVERHEAD UTILITIES IN  
VICINITY. CONTRACTOR SHALL EXERCISE  
EXTREME CAUTION WHEN WORKING  
NEAR ELECTRICAL FACILITIES.

WARNING  
THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.



**MADISON OAKS  
SUBDIVISION**

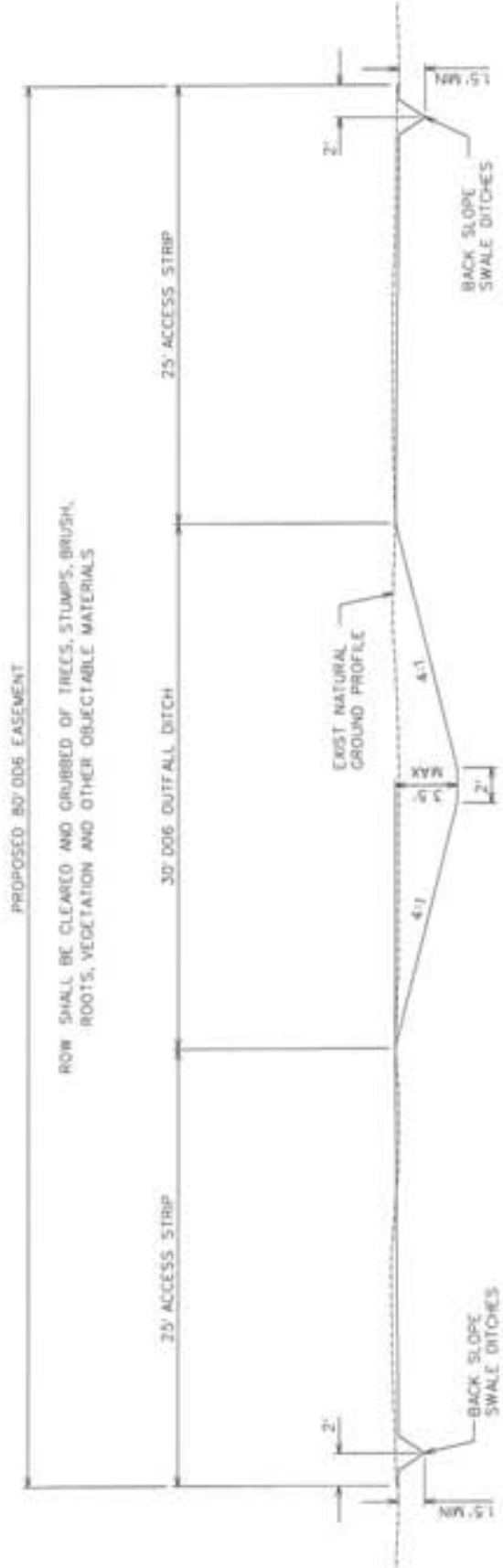
**TYPICAL SECTIONS  
DD6 OUTFALL DITCH**

**LJA Engineering, Inc.**

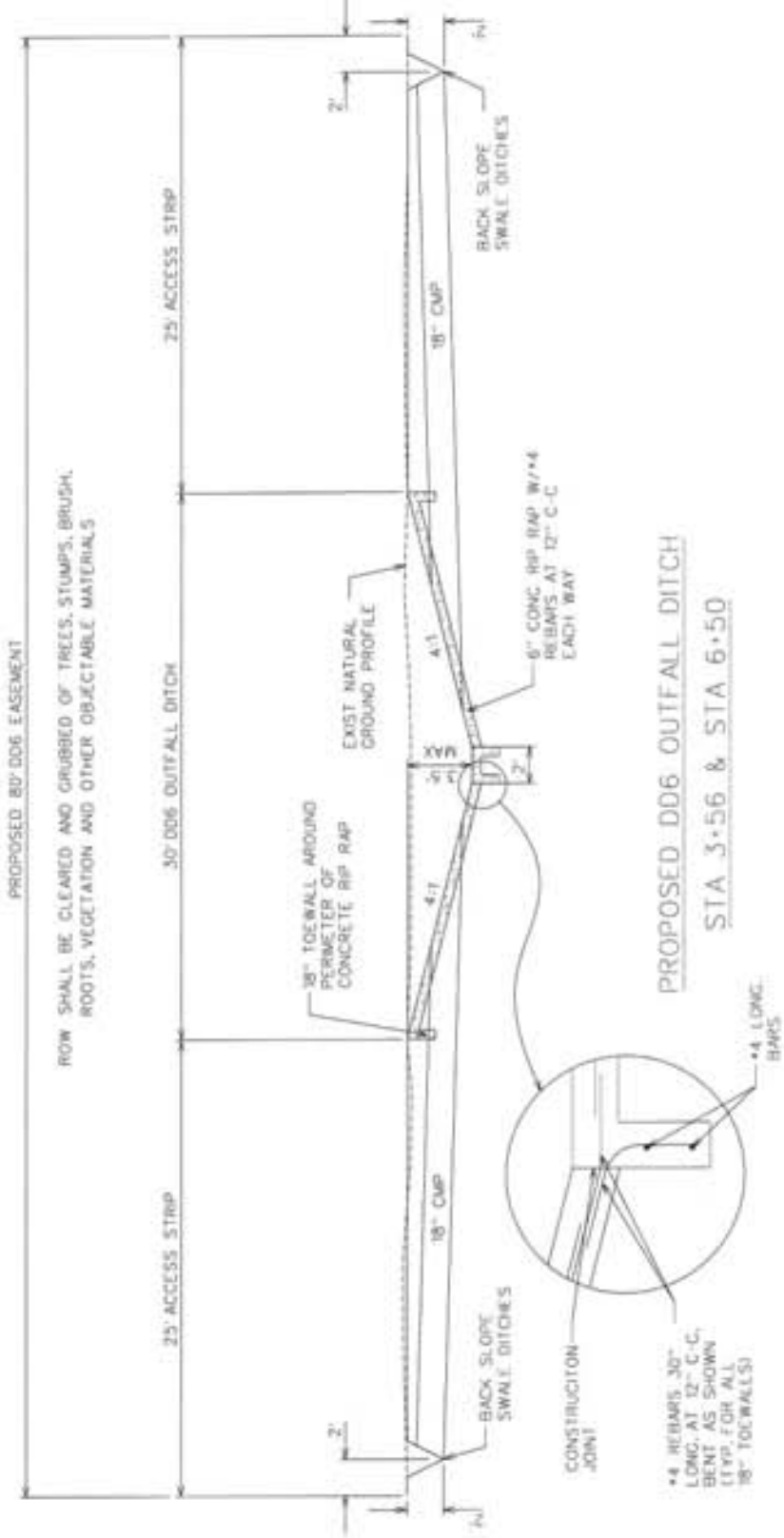
Public Infrastructure  
2815 Cedar Avenue, Suite 300  
Houston, Texas 77062

Phone 408.833.2263  
Fax 408.833.0317  
Toll-free 1-888-113-1386

PROJECT	Y115	JOB No.	0811-005
ISSUED	X115	DATE	JAN 2020
CHECKED		SCALE	1" = 5'
APPROVED		SHEET No.	18 OF 33



PROPOSED DD6 OUTFALL DITCH



PROPOSED DD6 OUTFALL DITCH

STA 3+56 & STA 6+50

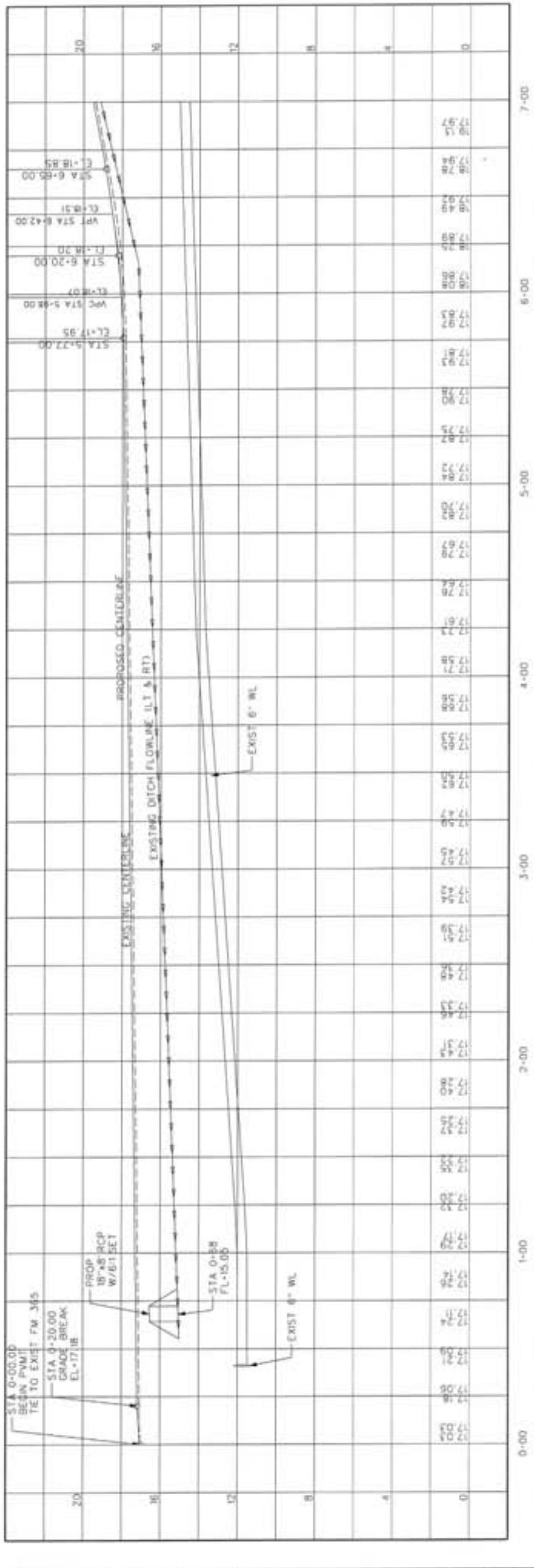
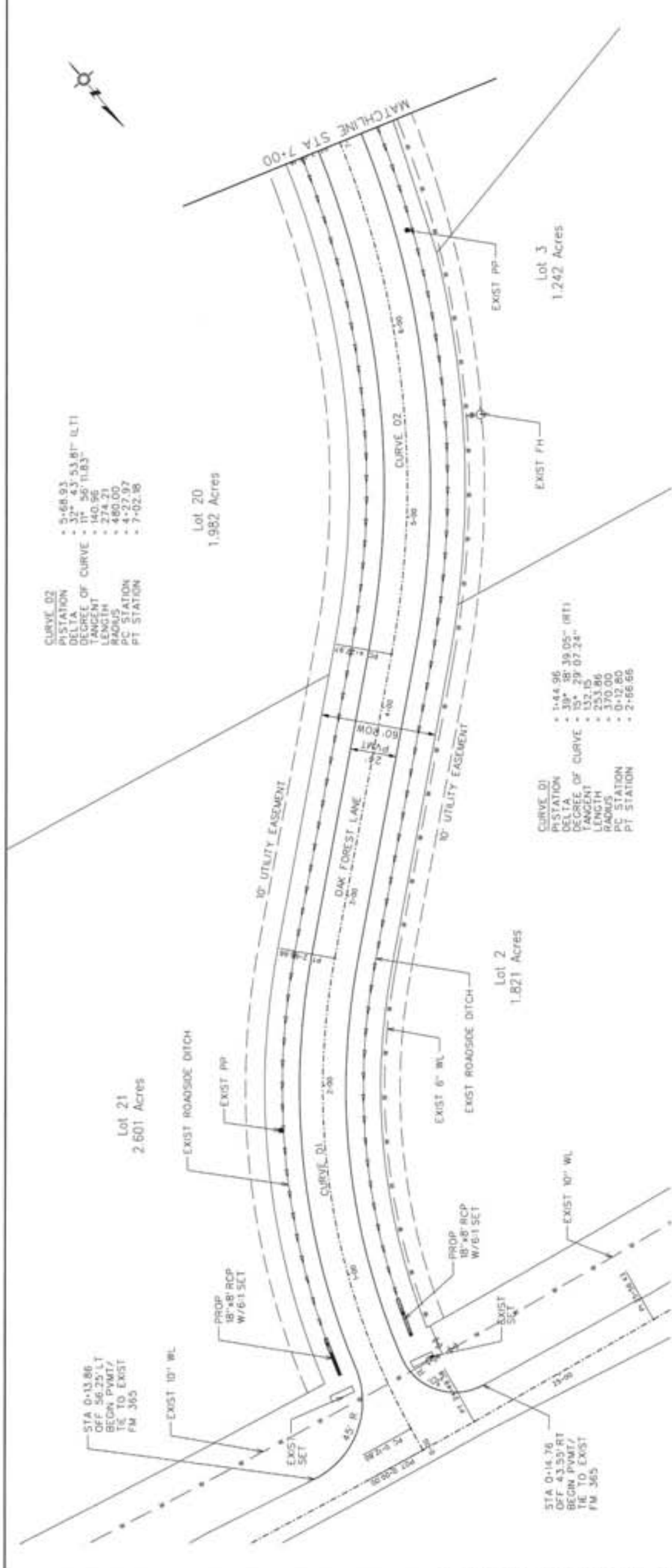
CONCRETE RIP RAP NOTES  
18" TOEWALL SHALL BE PROVIDED AROUND PERIMETER OF CONCRETE RIP RAP, INCLUDING AT THE UPSTREAM AND DOWNSTREAM ENDS (STA 0+21 AND STA 7+75) OF DD6 OUTFALL DITCH.

**EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRICAL FACILITIES.**

**WARNING**

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

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MADISON OAKS  
SUBDIVISION

**LJA Engineering, Inc.**  
Public Infrastructure  
2015 Caliber Avenue, Suite 500  
Bismarck, Texas 77702  
Phone: 409.833.3363  
Fax: 409.833.0317  
189C - F-1286

01/2020	11/19	2020 No. 0001-12025
04/2006	9/13	2010 No. 220
04/2010		2010 No. 1 <sup>st</sup> = 30
annually		2011 No. 07 = 11



CAUTION

EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRICAL FACILITIES.

WARNING

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

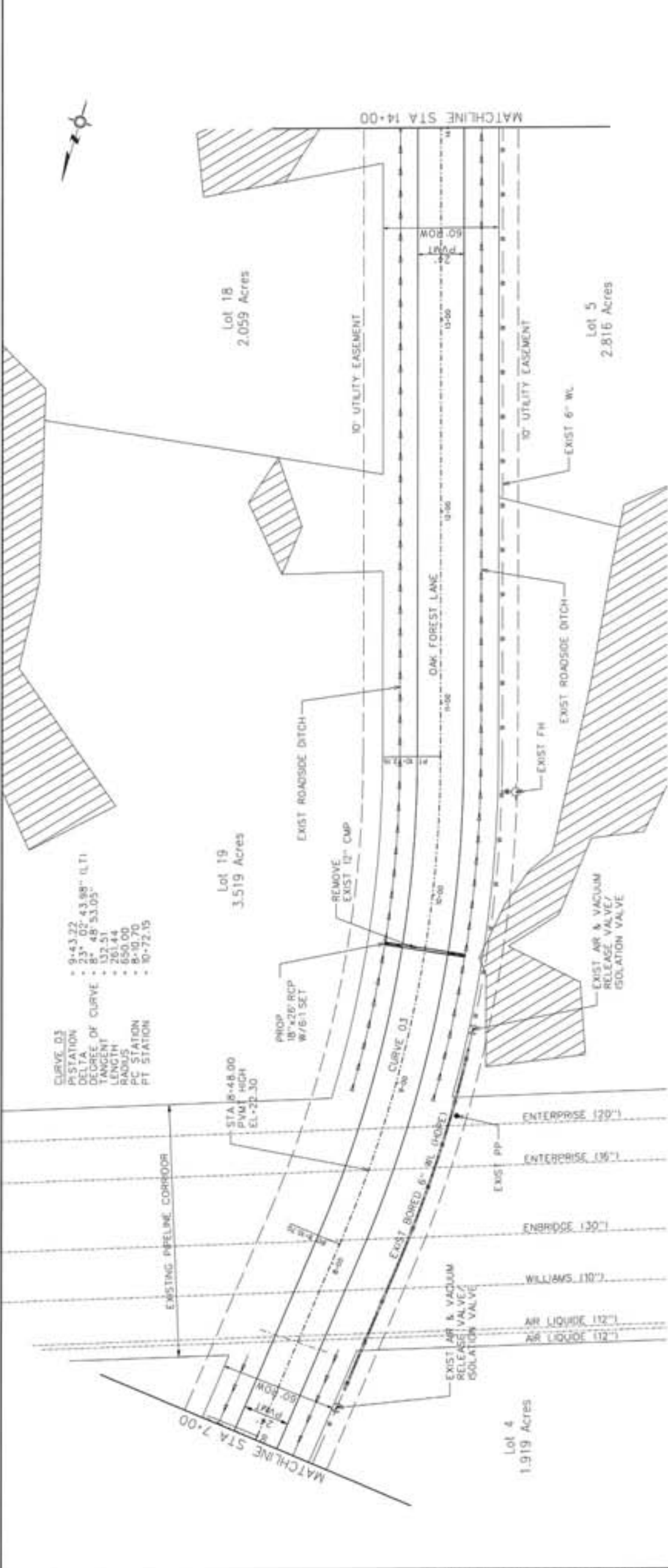


MADISON OAKS SUBDIVISION

OAK FOREST LANE PLAN & PROFILE

LJA Engineering, Inc.  
Public Infrastructure  
2015 Caliber Avenue, Suite 500  
Beaumont, Texas 77702  
Phone 409.833.2363  
Fax 409.833.0717  
TYPED: J-1286

19/02/20	4/13	ADD No.	08/1-10/25
20/08/20	4/13	DATE	JAN 2020
04/04/21		SCALE	1" = 20'
04/04/21		SHEET No.	08 OF 12





CAUTION  
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRICAL FACILITIES.

WARNING  
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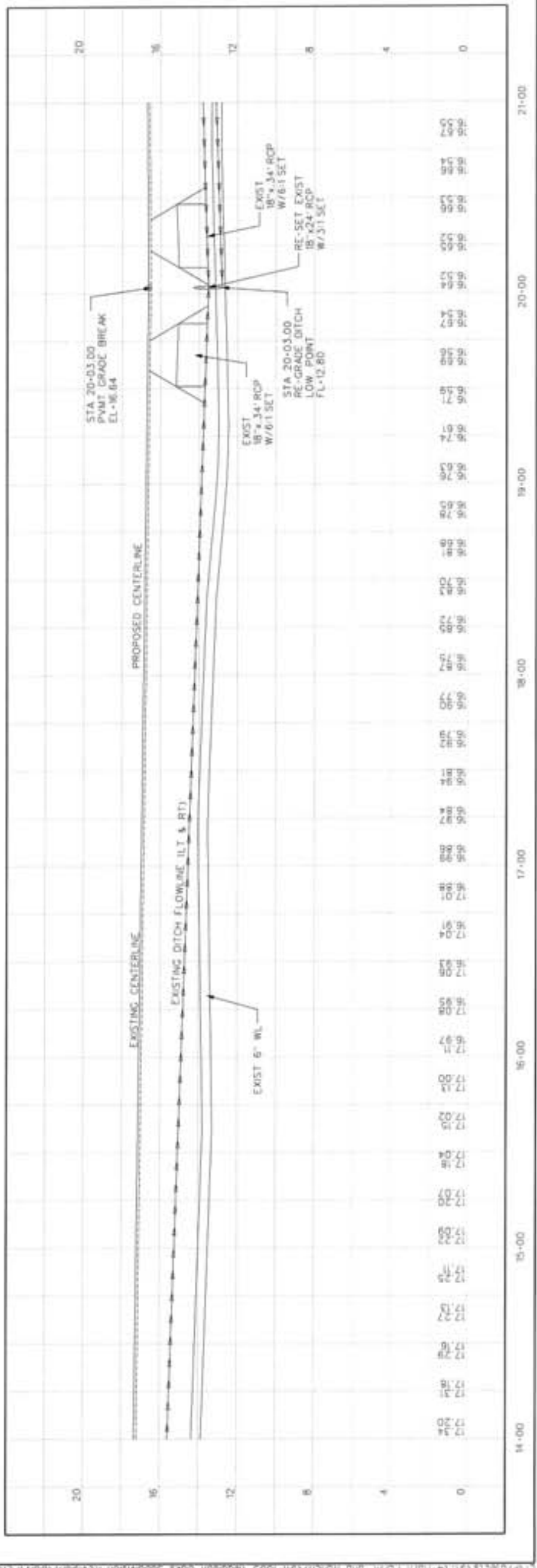
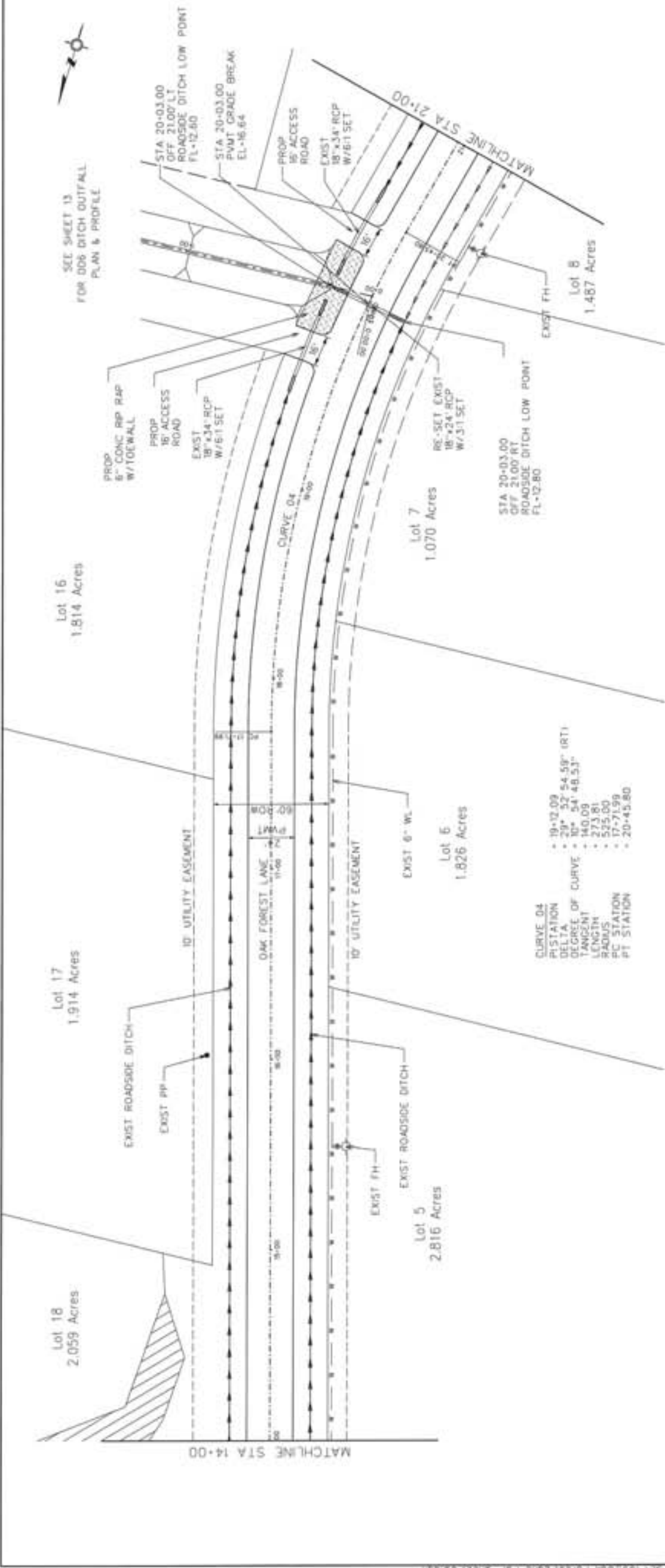
Revision	By	Chk	Appr	Date

MADISON OAKS  
SUBDIVISION

OAK FOREST LANE  
PLAN & PROFILE

LJA Engineering, Inc.  
Public Infrastructure  
2815 Calder Avenue, Suite 200  
Beaumont, Texas 77702  
Phone 409.833.1262  
Fax 409.833.0117  
TWP - F-128E

DESIGN: E.T.S.	DATE: 01/11/2025
DRAWN: E.T.S.	SCALE: 1" = 20'
CHECKED:	
APPROVED:	SHEET No. 08 OF 13



CAUTION  
EXISTING OVERHEAD UTILITIES IN  
VICINITY. CONTRACTOR SHALL EXERCISE  
EXTREME CAUTION WHEN WORKING  
NEAR ELECTRICAL FACILITIES.

WARNING  
THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE  
LOCATION OF UNDERGROUND UTILITIES.  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL  
EXISTING UTILITIES BY CALLING THE  
PHONE CALL LOCATOR SERVICE AT LEAST  
48 HOURS PRIOR TO CONSTRUCTION.



MADISON OAKS  
SUBDIVISION

OAK FOREST LANE  
PLAN & PROFILE

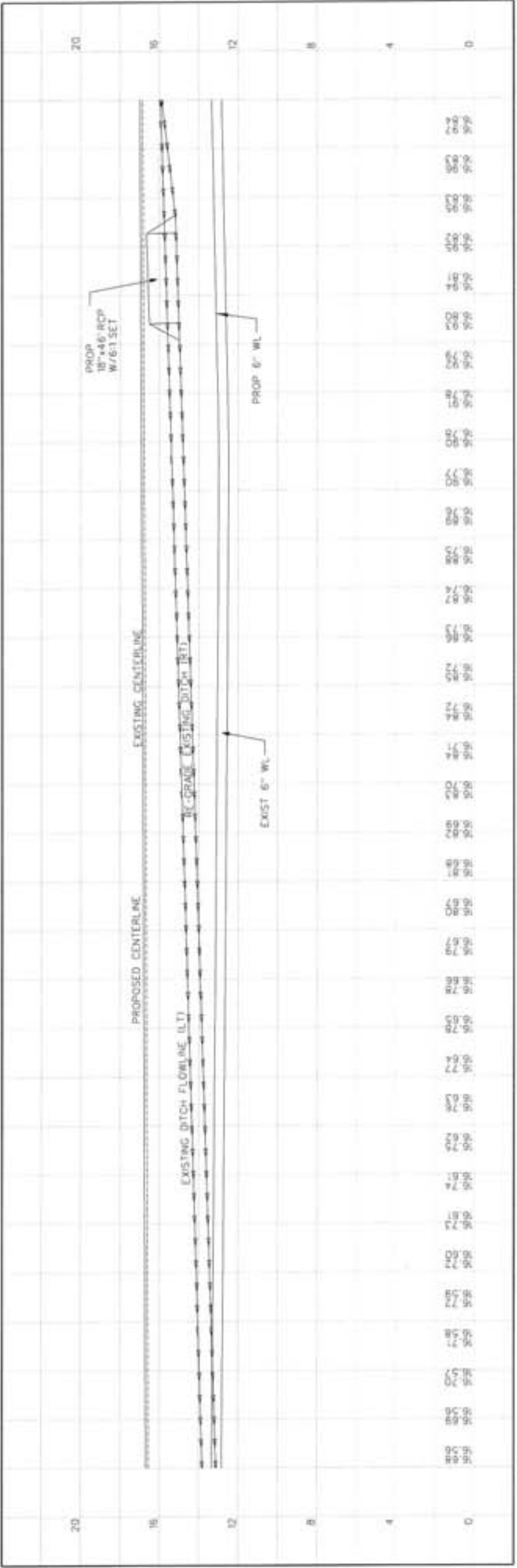
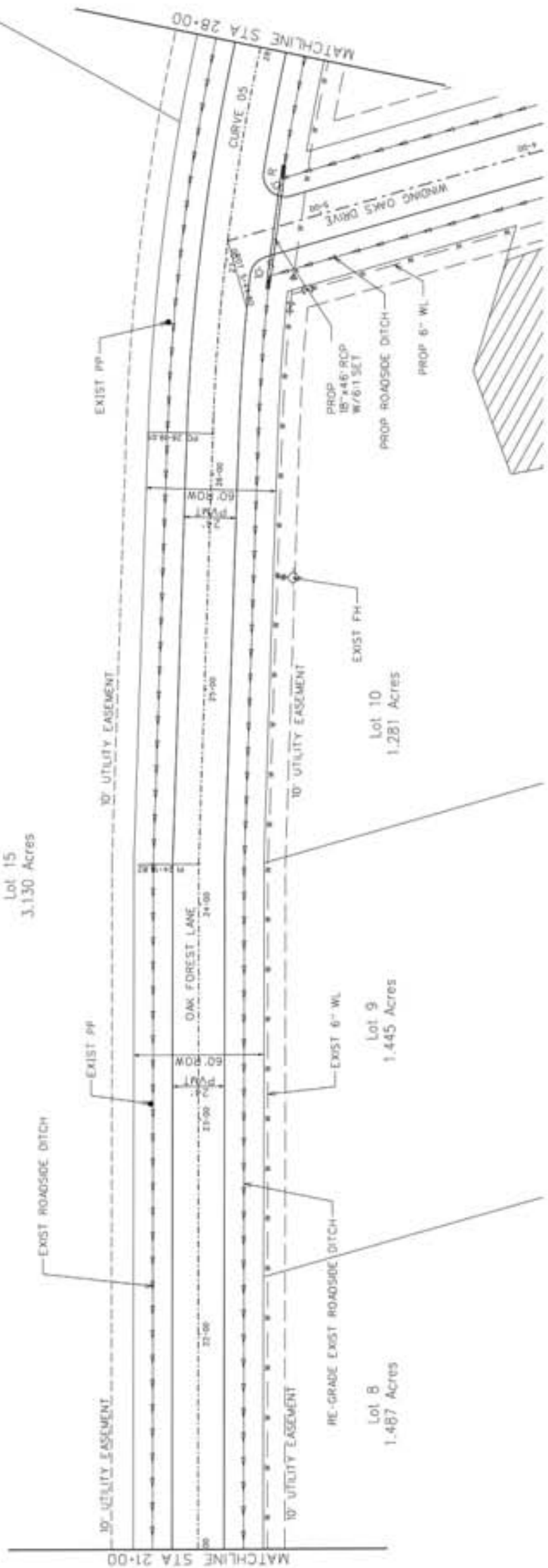
LJA Engineering, Inc.  
Public Infrastructure  
2815 Caliber Avenue, Suite 500  
Houston, Texas 77057  
Phone 408.833.2963  
Fax 408.833.0317  
TSP# F-1086

DESIGN	Y113	JES	NOV 08/11/2023
DRAWN	Y113	DATE	JAN 2024
CHECKED		SCALE	1" = 30'
APPROVED		SHEET NO.	10 OF 31

CURVE 05  
STATION  
DELTA  
DEGREE OF CURVE  
TANGENT  
LENGTH  
RADIUS  
PC STATION  
PT STATION

21+37.40  
15° 29' 54.16" (RT)  
3° 43' 46.48"  
118.34  
235.59  
1000.00  
26+19.05  
28+54.64

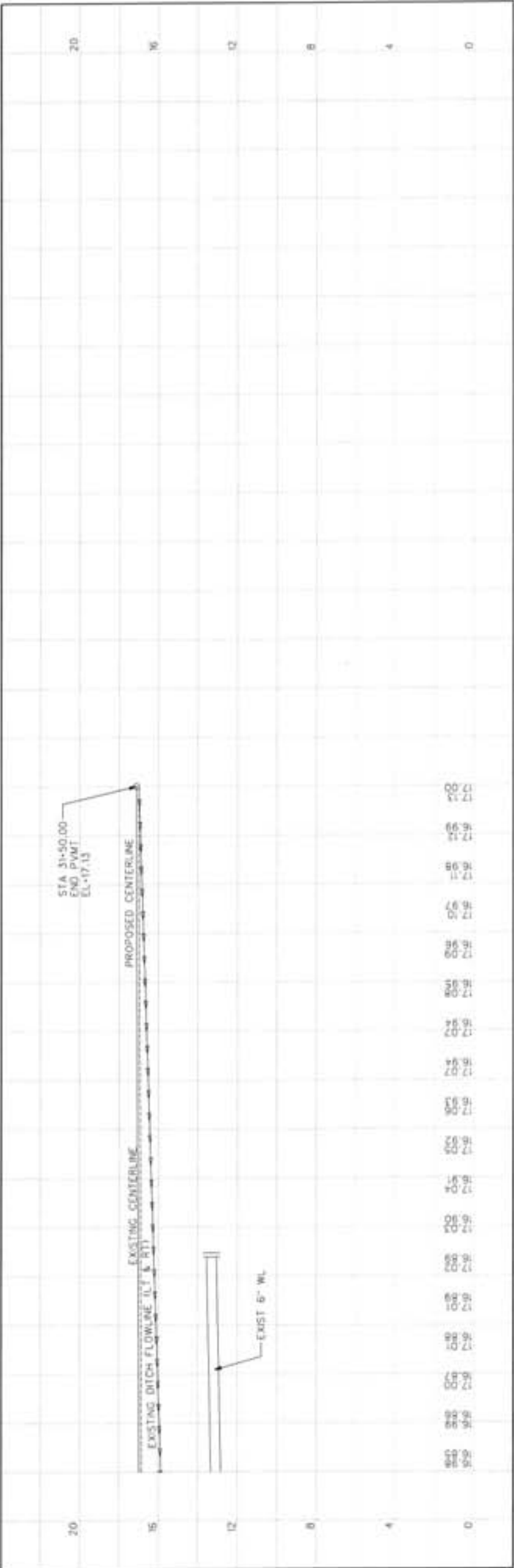
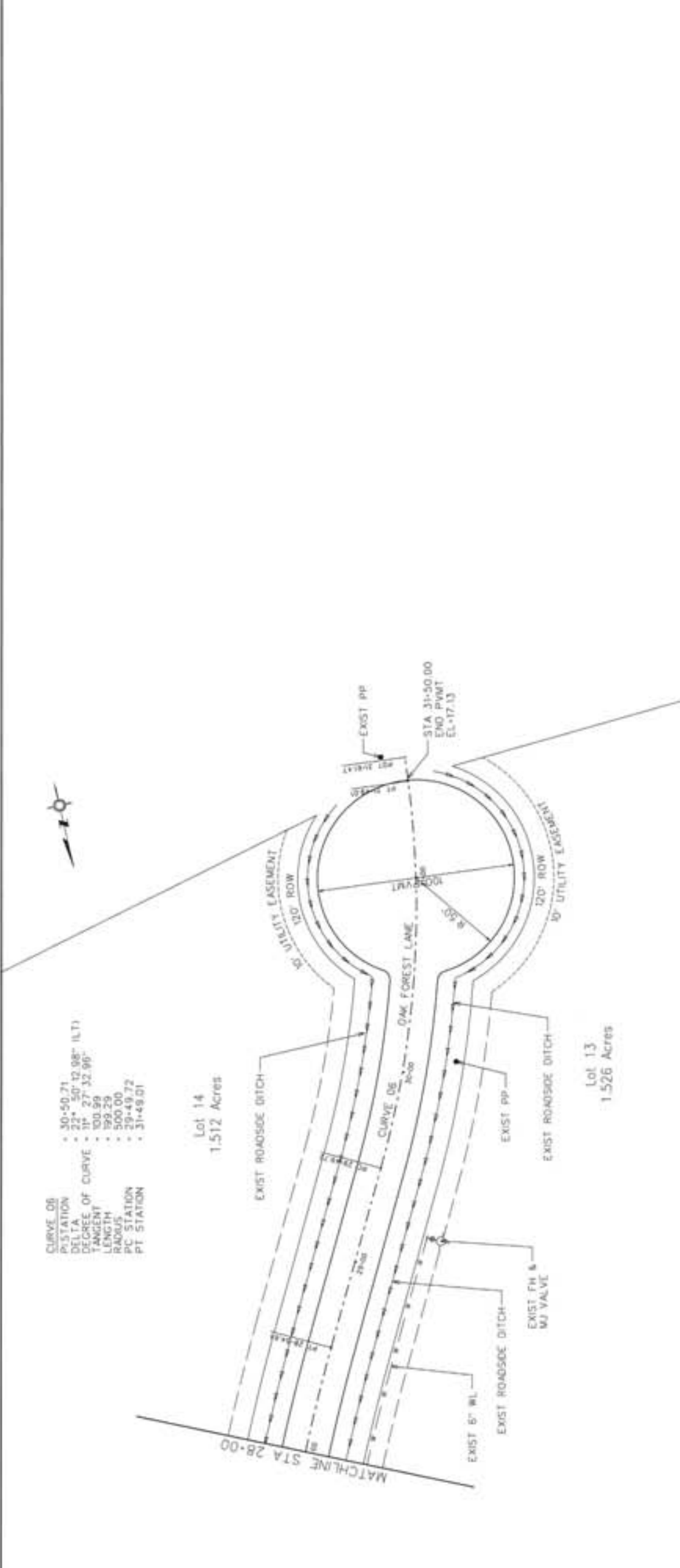
Lot 15  
3.130 Acres





**CAUTION**  
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRICAL FACILITIES.

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THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.



Revision	By	Chk.	Appr.	Date

**MADISON OAKS  
SUBDIVISION**

**OAK FOREST LANE  
PLAN & PROFILE**

**LJA Engineering, Inc.**  
Public Infrastructure  
2815 Cedar Avenue, Suite 100  
Beaumont, Texas 77702  
Phone 409.833.3360  
Fax 409.833.0317  
TSS - F-1386

**LA**

PROJECT	8113	JOB No.	8011-1005
DRAWN	813	DATE	JAN 2020
CHECKED		SCALE	1" = 30'
APPROVED		SHEET No.	11 OF 33

CAUTION  
EXISTING OVERHEAD UTILITIES IN  
VICINITY. CONTRACTOR SHALL EXERCISE  
EXTREME CAUTION WHEN WORKING  
NEAR ELECTRICAL FACILITIES.

WARNING  
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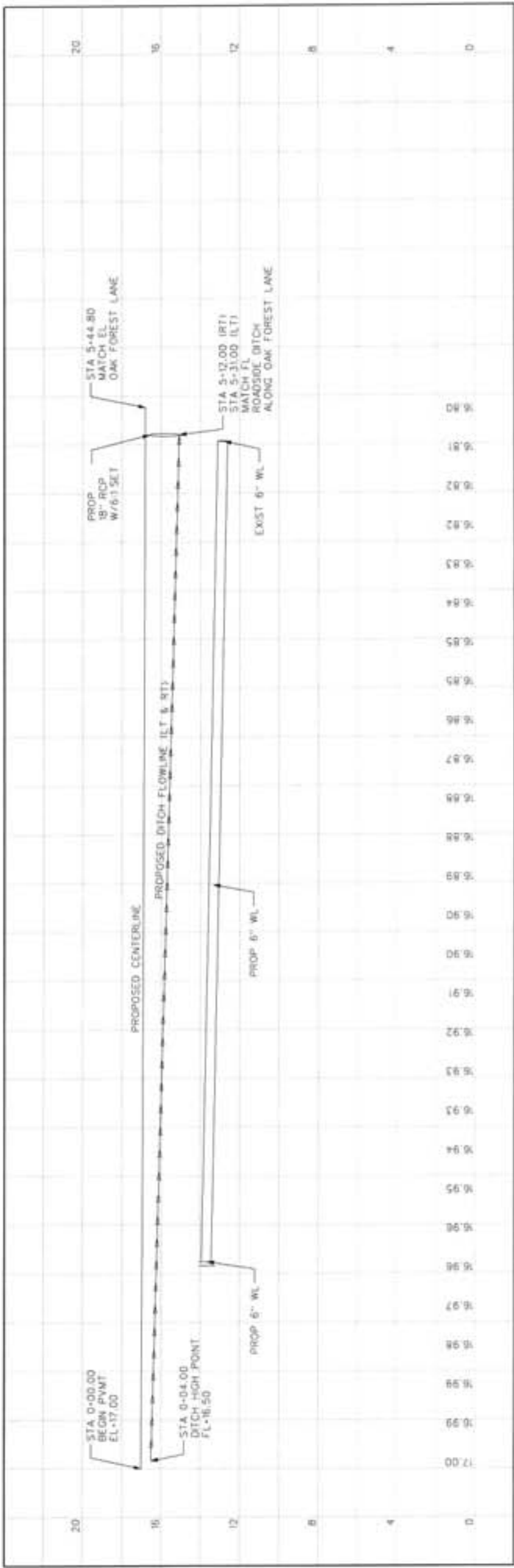
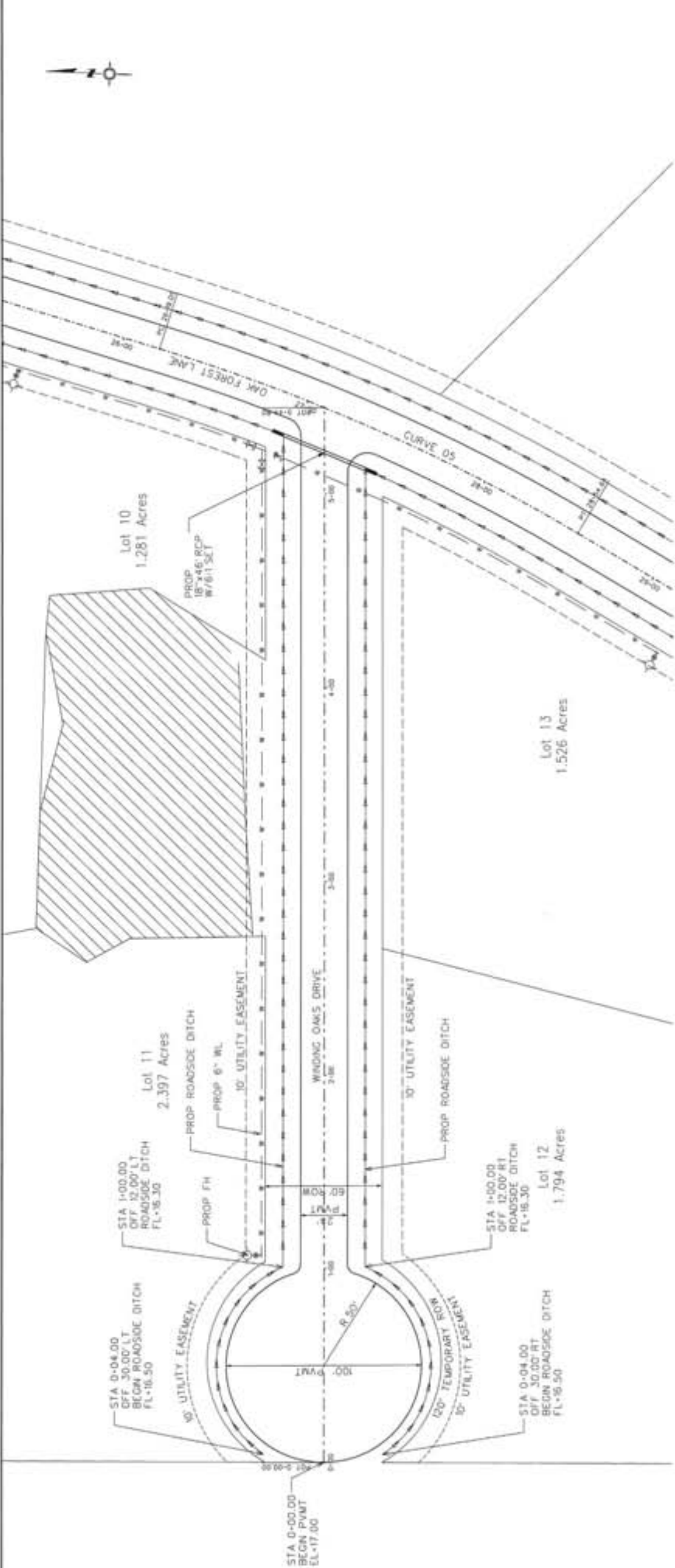


MADISON OAKS  
SUBDIVISION

WINDING OAKS DRIVE  
PLAN & PROFILE

LJA Engineering, Inc.  
Public Infrastructure  
2015 Cedar Avenue, Suite 500  
Beaumont, Texas 77702  
Phone 409.833.2903  
Fax 409.833.0317  
TDD 409.833.0317

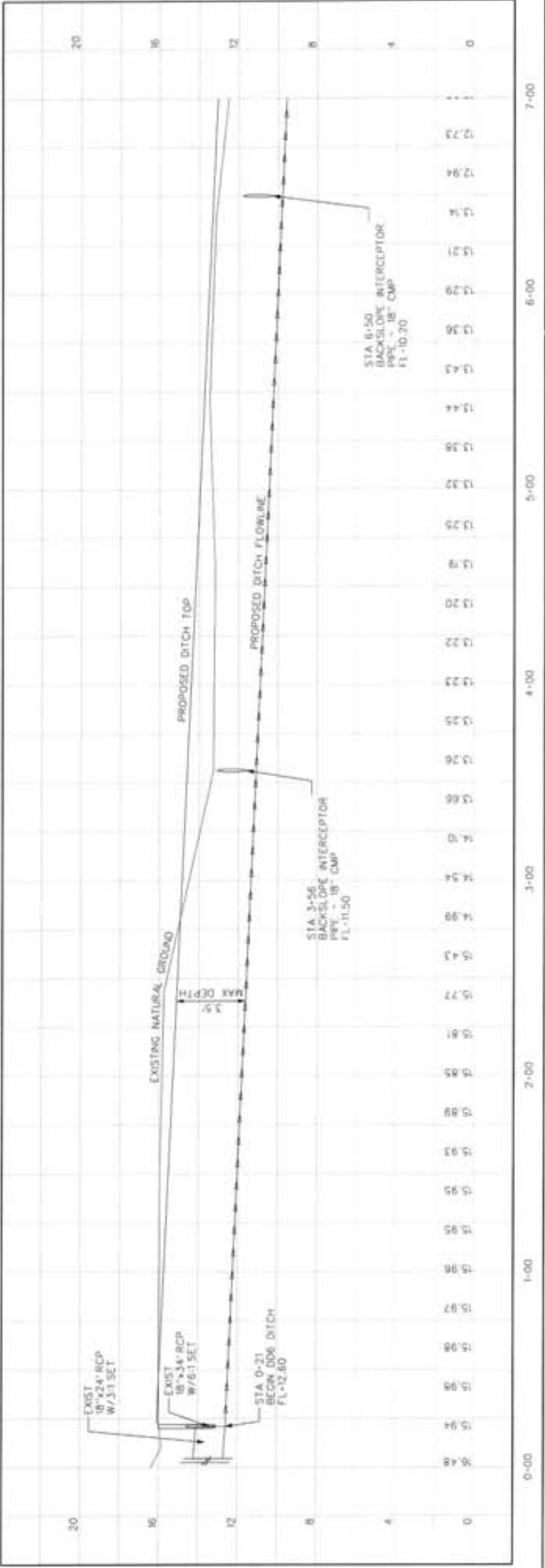
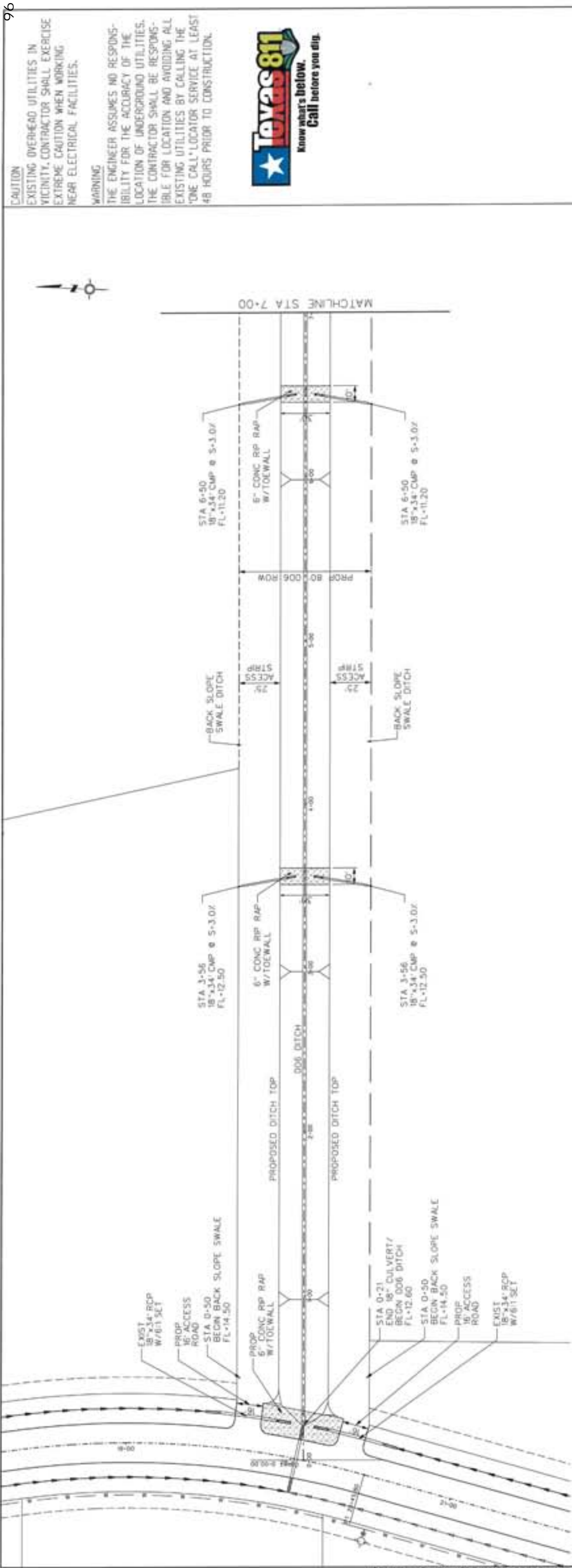
PROJECT	WINDING OAKS DRIVE
DATE	04/15/2020
SCALE	1" = 30'
SHEET NO.	12 OF 11





**CAUTION**  
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRICAL FACILITIES.

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Revision	By	Chk	Appr	Date

**MADISON OAKS  
SUBDIVISION**

**DD6 OUTFALL DITCH  
PLAN & PROFILE**

**LJA Engineering, Inc.**  
Public Infrastructure  
2015 Caliber Avenue, Suite 100  
Broomfield, Texas 77102  
Phone: 409.833.3363  
Fax: 409.833.8217  
TDD: 409.833.8217

DATE: 9/13  
SCALE: 1" = 30'  
SHEET: 11 OF 31

**CAUTION**  
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRICAL FACILITIES.

**WARNING:**  
THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

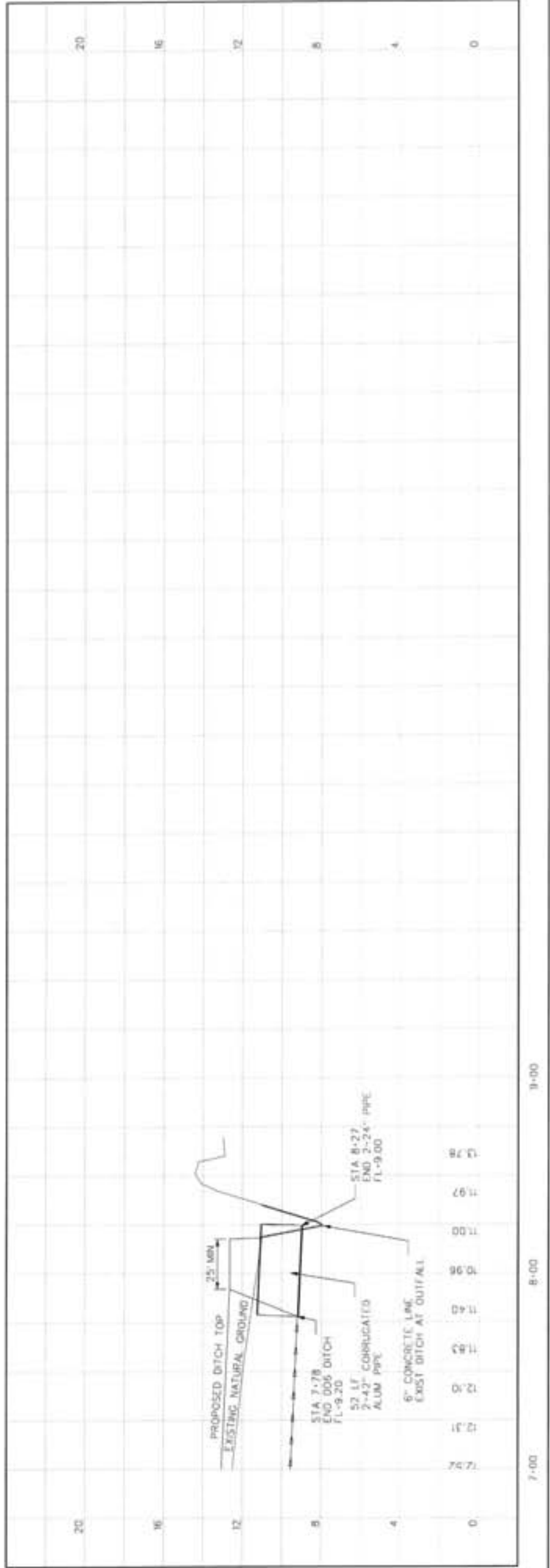
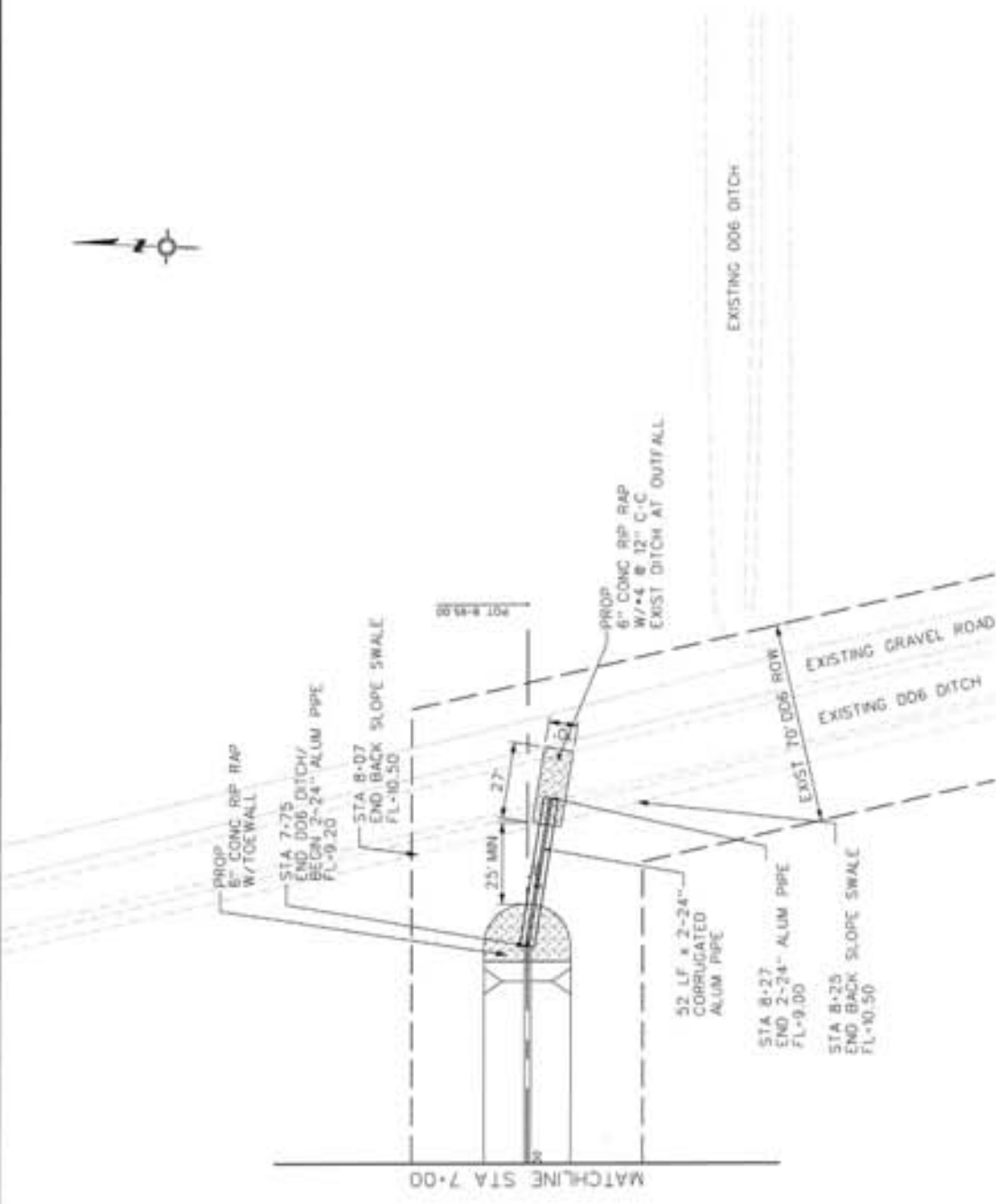


**MADISON OAKS  
SUBDIVISION**

**DD6 OUTFALL DITCH  
PLAN & PROFILE**

**LJA Engineering, Inc.**  
Public Infrastructure  
2815 Caliber Avenue, Suite 500  
Beaumont, Texas 77702  
Phone 409.833.3303  
Fax 409.833.0317  
TWP: F-1386

Project No. 1913  
Sheet: 113  
Scale: 1" = 30'  
Date: JAN 2018





EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRICAL FACILITIES.

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

[illegible]

**MADISON OAKS  
SUBDIVISION**

## SIGNAGE AND STRIPING LAYOUT

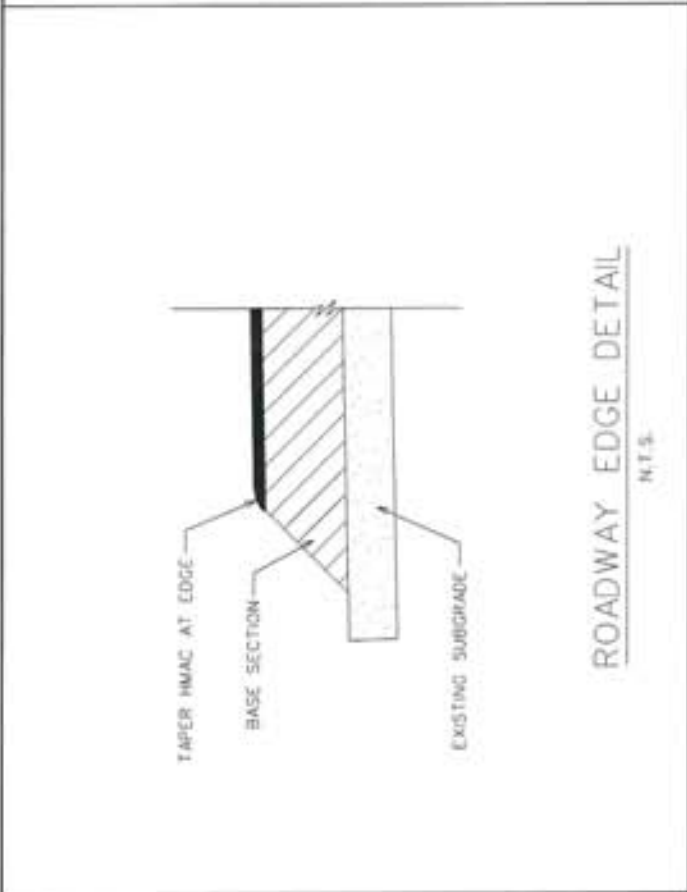
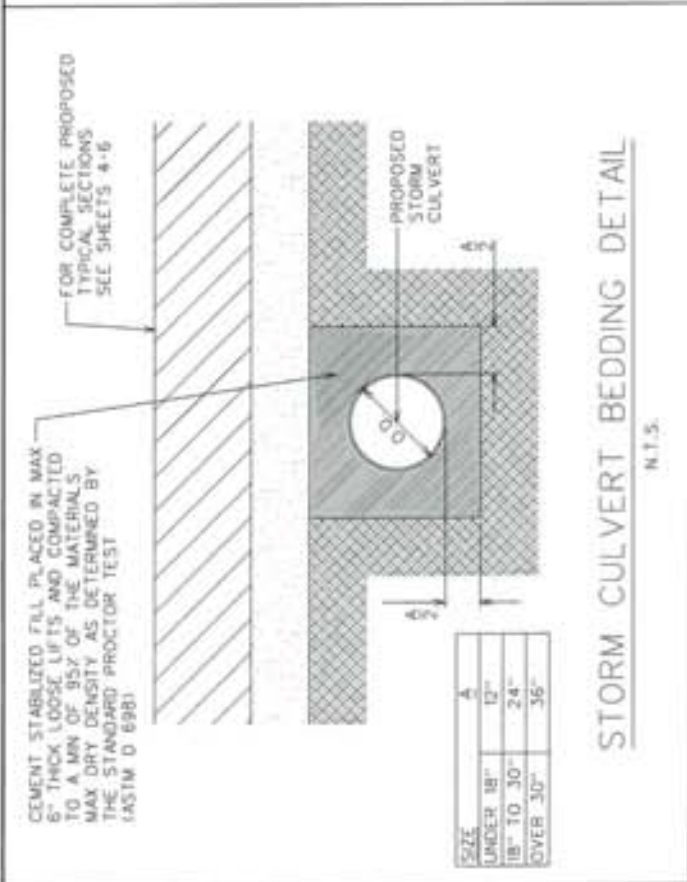
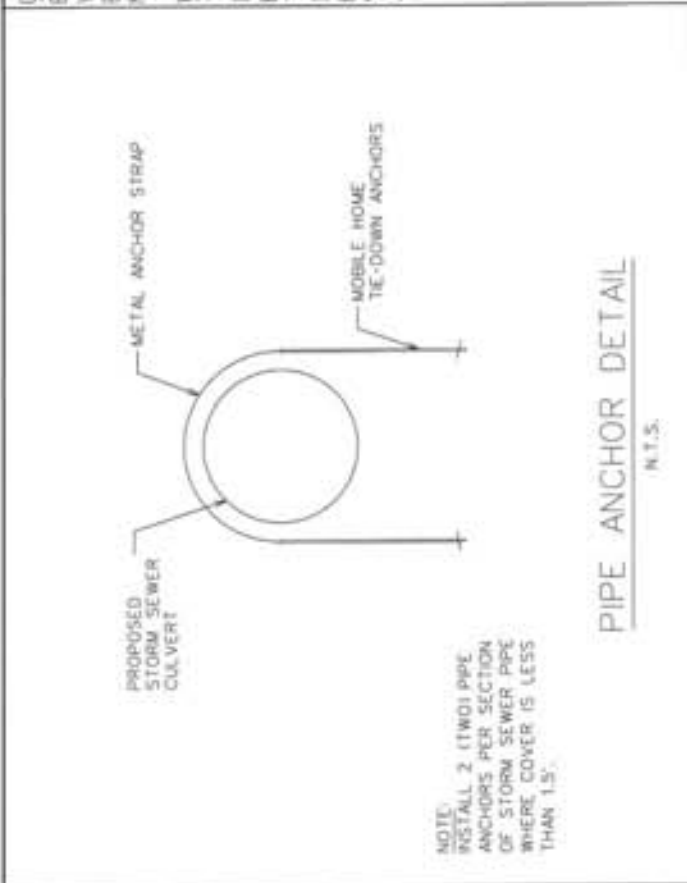
**LJA Engineering, Inc.**  
Public Infrastructure  
2615 Cantler Avenue, Suite 300  
Bourneville, Texas 77702  
Phone 409.833.3263  
Fax 409.833.3317  
TDD - F-1288

[illegible]

**CAUTION**  
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRICAL FACILITIES.

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**Texas 811**  
Know what's below.  
Call before you dig.



Revision	By	Chk	Appr	Date

**MADISON OAKS  
SUBDIVISION**

**PAVING DETAILS**

**LJA Engineering, Inc.**  
Public Infrastructure  
2815 Calmar Avenue, Suite 500  
Houston, Texas 77062  
Phone: 408.833.1263  
Fax: 408.833.0117  
TDD: 408.833.0117

**LA**

Sheet No.	1001	1002
Sheet No.	1001	1002
Sheet No.	1001	1002
Sheet No.	1001	1002
Sheet No.	1001	1002
Sheet No.	1001	1002
Sheet No.	1001	1002
Sheet No.	1001	1002
Sheet No.	1001	1002
Sheet No.	1001	1002

Revision	By	Chk	Appr	Date

Revision	By	Chk	Appr	Date

Revision	By	Chk	Appr	Date





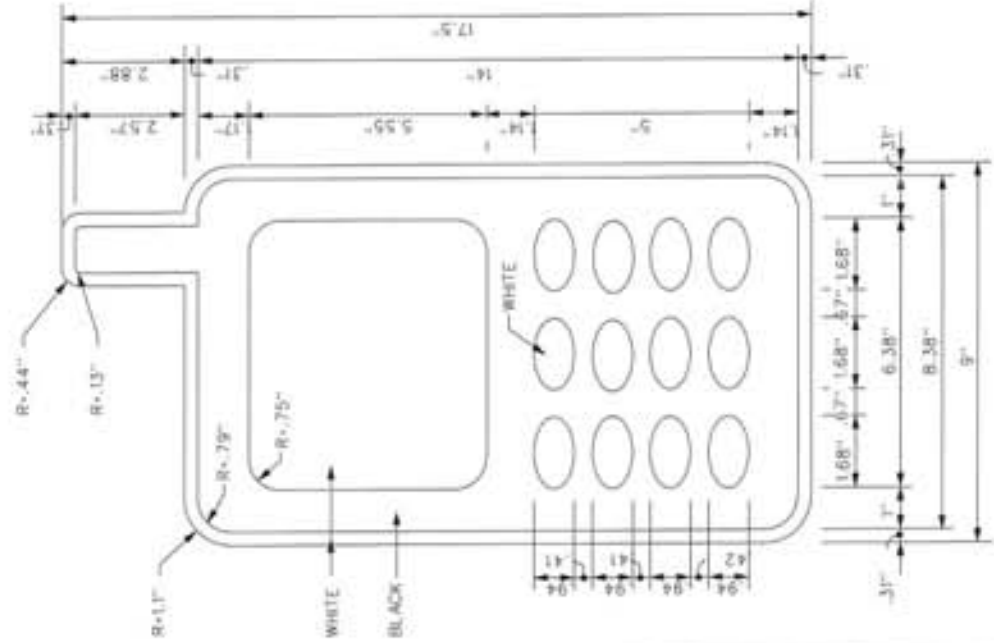






BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

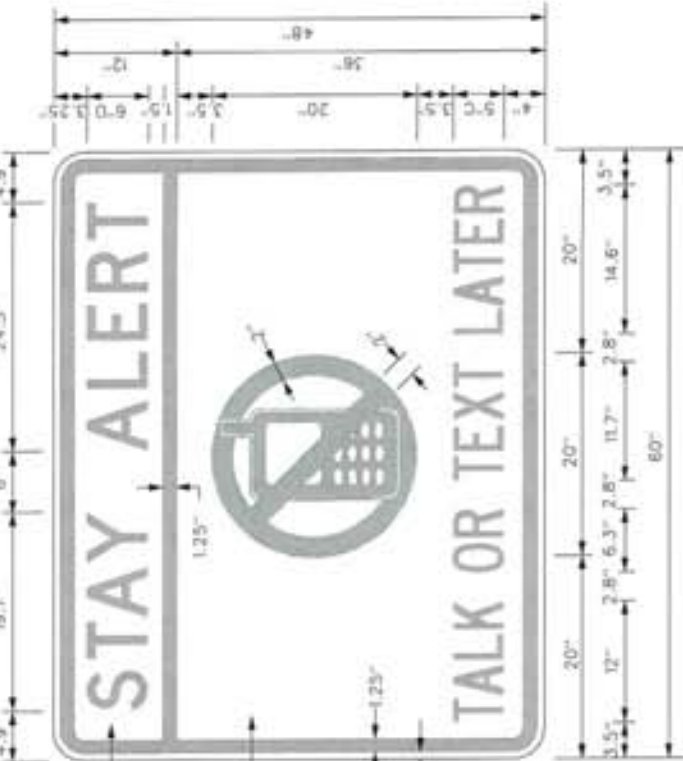
1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
  2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
  3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
  4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
  5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
  6. When projects about, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
  7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
  8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
  9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
  10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
  11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
  12. The Engineer has the final decision on the location of all traffic control devices.
  13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.
- WORKER SAFETY APPAREL NOTES:**
1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation  
Traffic Operations Division - TE  
Phone (512) 416-3118

SIGN DETAIL (G20-10T)



3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow  
(STAY ALERT) Font: D  
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange  
(TALK OR TEXT LATER) Font: C specified length.



Texas Department of Transportation

Traffic Operations Division Standard

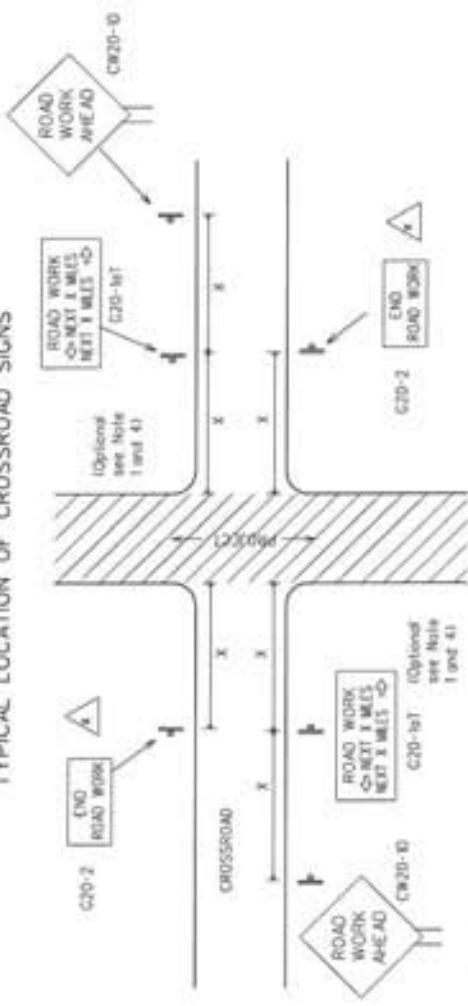
BARRICADE AND CONSTRUCTION  
GENERAL NOTES  
AND REQUIREMENTS

BC(1)-14

REV	DATE	BY	CHKD	APP'D	DESCRIPTION
1	01/01/01	01/01/01	01/01/01	01/01/01	01/01/01
2	01/01/01	01/01/01	01/01/01	01/01/01	01/01/01
3	01/01/01	01/01/01	01/01/01	01/01/01	01/01/01
4	01/01/01	01/01/01	01/01/01	01/01/01	01/01/01
5	01/01/01	01/01/01	01/01/01	01/01/01	01/01/01
6	01/01/01	01/01/01	01/01/01	01/01/01	01/01/01
7	01/01/01	01/01/01	01/01/01	01/01/01	01/01/01
8	01/01/01	01/01/01	01/01/01	01/01/01	01/01/01
9	01/01/01	01/01/01	01/01/01	01/01/01	01/01/01
10	01/01/01	01/01/01	01/01/01	01/01/01	01/01/01
11	01/01/01	01/01/01	01/01/01	01/01/01	01/01/01
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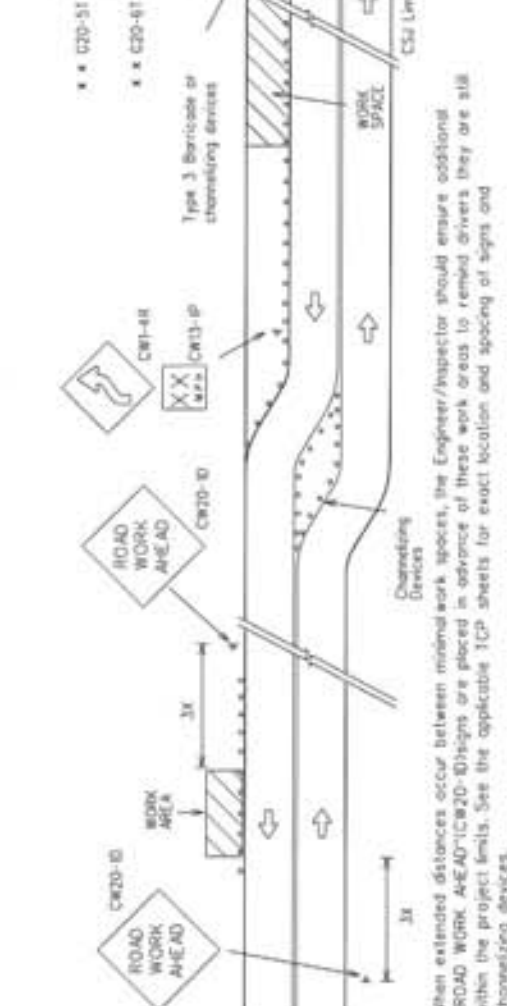
TYPICAL LOCATION OF CROSSROAD SIGNS



May be mounted on back of "ROAD WORK AHEAD" sign with approval of Engineer.  
(See note 2 below)

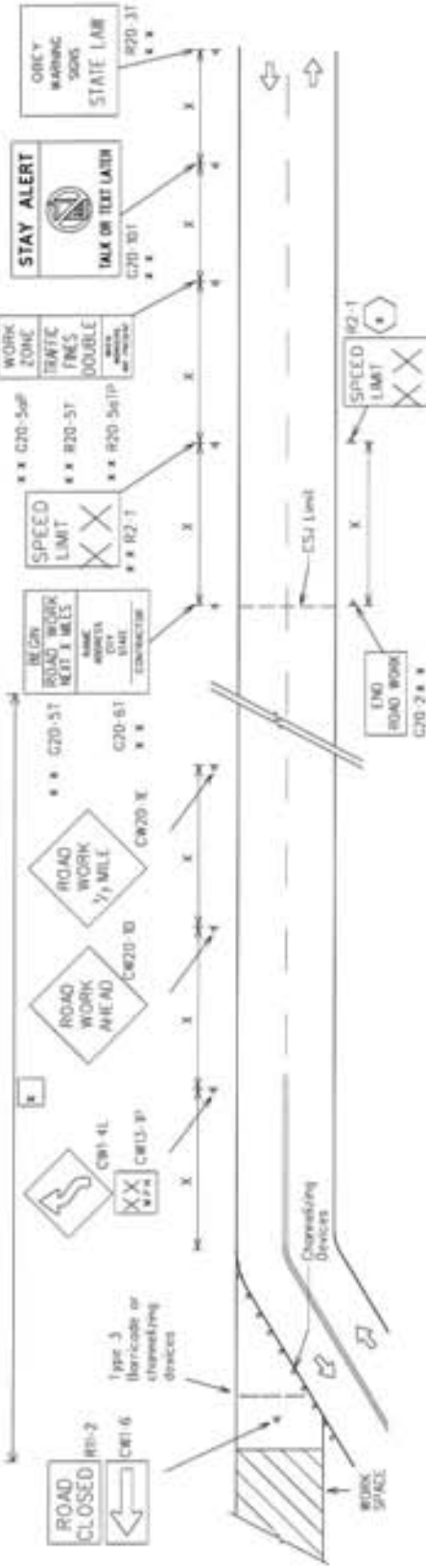
- The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-10) sign and a "ROAD WORK NEXT 1/2 MILE" sign, unless noted otherwise in plans.
- The Engineer may use the reduced size 36" x 48" "ROAD WORK AHEAD" (CW20-10) sign mounted back to back with the reduced size 36" x 48" "END ROAD WORK" (CW20-11) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Design for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
- Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
- The "ROAD WORK NEXT 1/2 MILE" (CW20-10) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
- Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
- When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

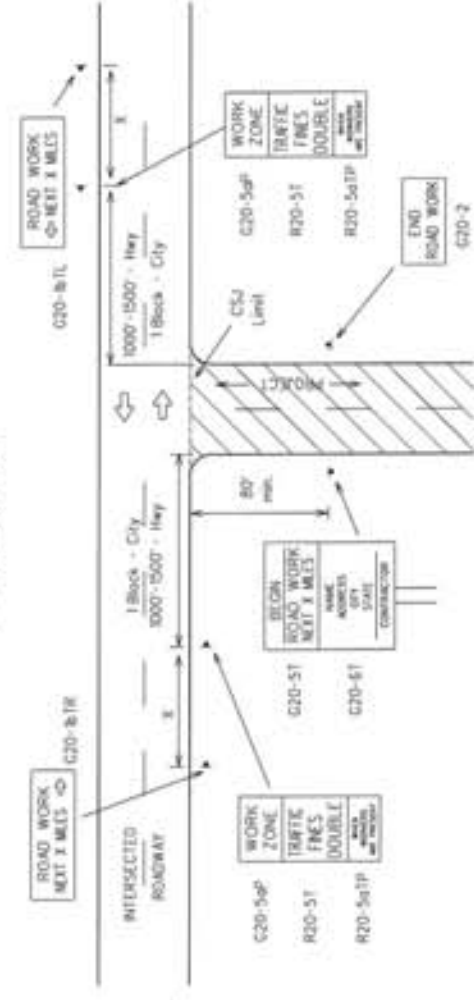


When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-10) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCD sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



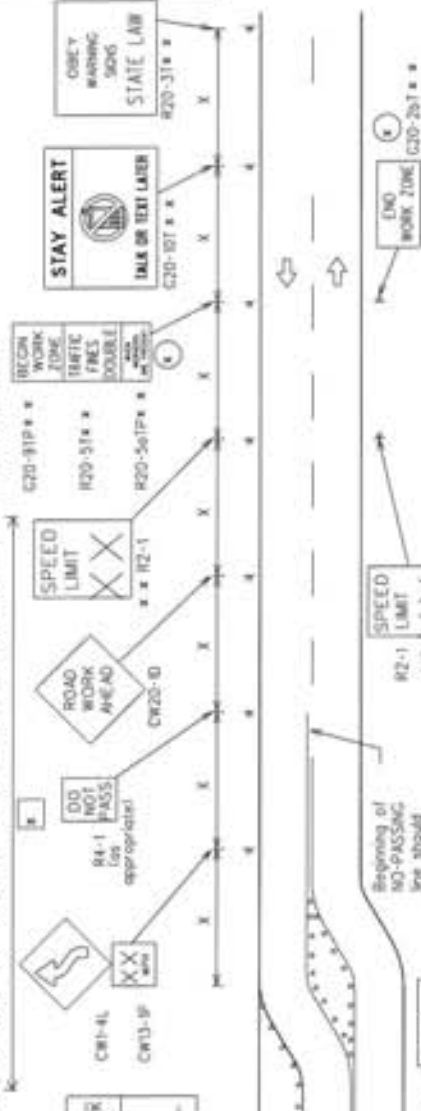
T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricade for the road closure (see BC100) also. The "ROAD WORK NEXT 1/2 MILE" left arrow (G20-6T1) and "ROAD WORK NEXT 1/2 MILE" right arrow (G20-6T2) signs shall be replaced by the detour signing called for in the plans.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS



NOTES

- The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT 1/2 MILE" sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.
- The "BEGIN WORK ZONE" (G20-9T) and "END WORK ZONE" (G20-20T) shall be used as shown on the sample layout when advance signs are required outside the CSJ limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ limits where traffic lanes may double if workers are present.
- Required CSJ Limit signing. See Note 10 on BC111, TRAFFIC FINE'S DOUBLE signs will not be required on projects consisting solely of mobile operations work.
- Area for placement of "ROAD WORK AHEAD" (CW20-10) sign and other signs or devices as called for on the Traffic Control Plan.
- Contractor will install a regulatory speed limit sign at the end of the work zone.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Sign Number or Series	Conventional Road	Expressway/ Freeway	SPACING	
			Posted Speed MPH	Sign Spacing "X"
CW20*				
CW21	48" x 48"	48" x 48"	30	120
CW22			35	160
CW23			40	240
CW25			45	320
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	50	400
			55	500
			60	600
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	65	700
			70	800
			75	900
			80	1000
			*	*

- For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCD Standard Sheets.

A Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

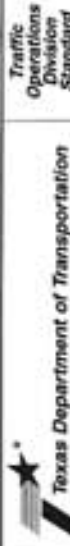
GENERAL NOTES

- Specialty larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" "ROAD WORK AHEAD" (CW20-10) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

LEGEND

—	Type 3 Barricade
○ ○ ○	Channelizing Devices
—	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12



BARRICADE AND CONSTRUCTION PROJECT LIMIT

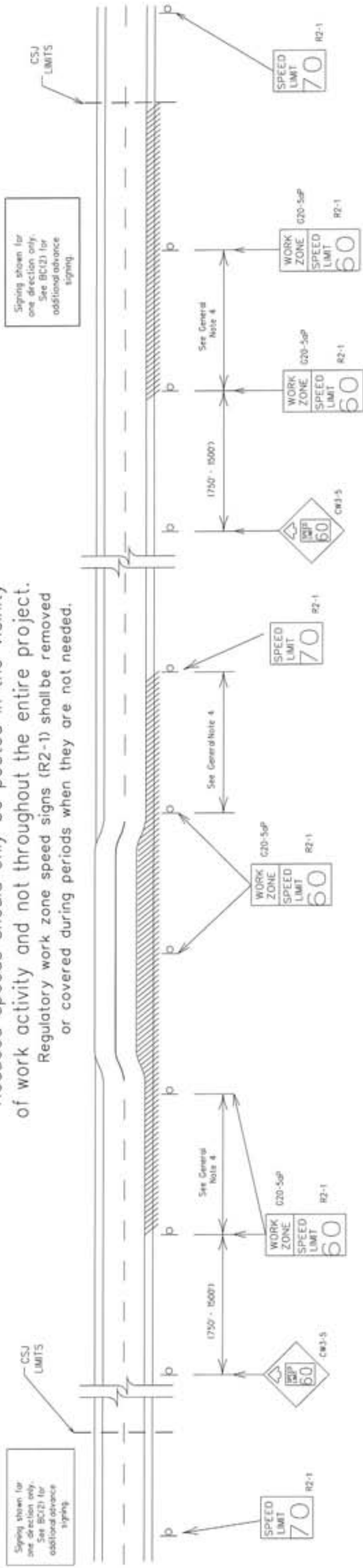
BC(2)-14

Project No.	BC 14	Project Name	14001	Project Location	14001	Project Date	14001
Contract No.	14001	Contract Name	14001	Contract Location	14001	Contract Date	14001
Contractor	14001	Contractor Name	14001	Contractor Location	14001	Contractor Date	14001
Contractor	14001	Contractor Name	14001	Contractor Location	14001	Contractor Date	14001

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- a) rough road or damaged pavement surface
  - b) substantial alteration of roadway geometrics (diversions)
  - c) construction delays
  - d) grade
  - e) width
  - f) other conditions readily apparent to the driver
- As long as any of these conditions exist, the work zone speed limit signs should remain in place.

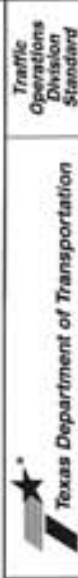
SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barriers, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.  
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed controls of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
  - 40 mph and greater 0.2 to 2 miles
  - 35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheet" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (G20-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
  - A. Law enforcement.
  - B. Flagger stationed next to sign.
  - C. Portable changeable message sign (PCMS).
  - D. Low-power (drone) radar transmitter.
  - E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only.  
Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.



BARRICADE AND CONSTRUCTION  
WORK ZONE SPEED LIMIT

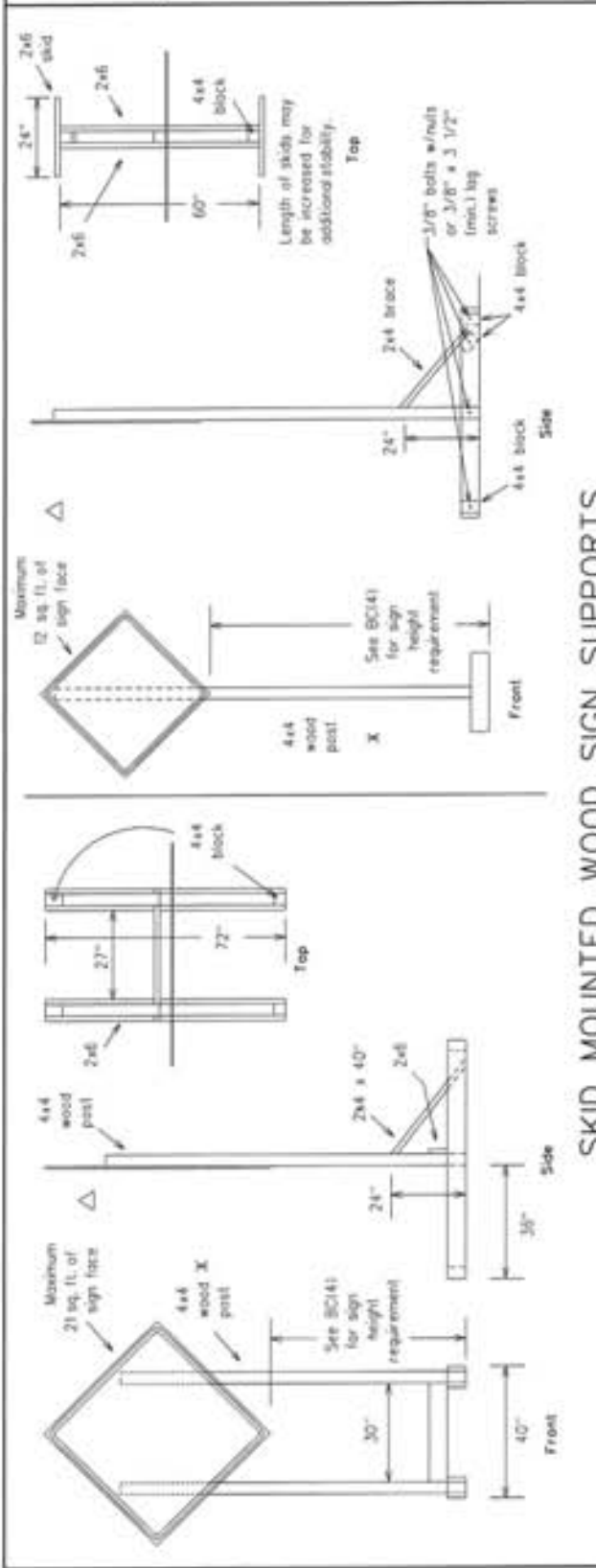
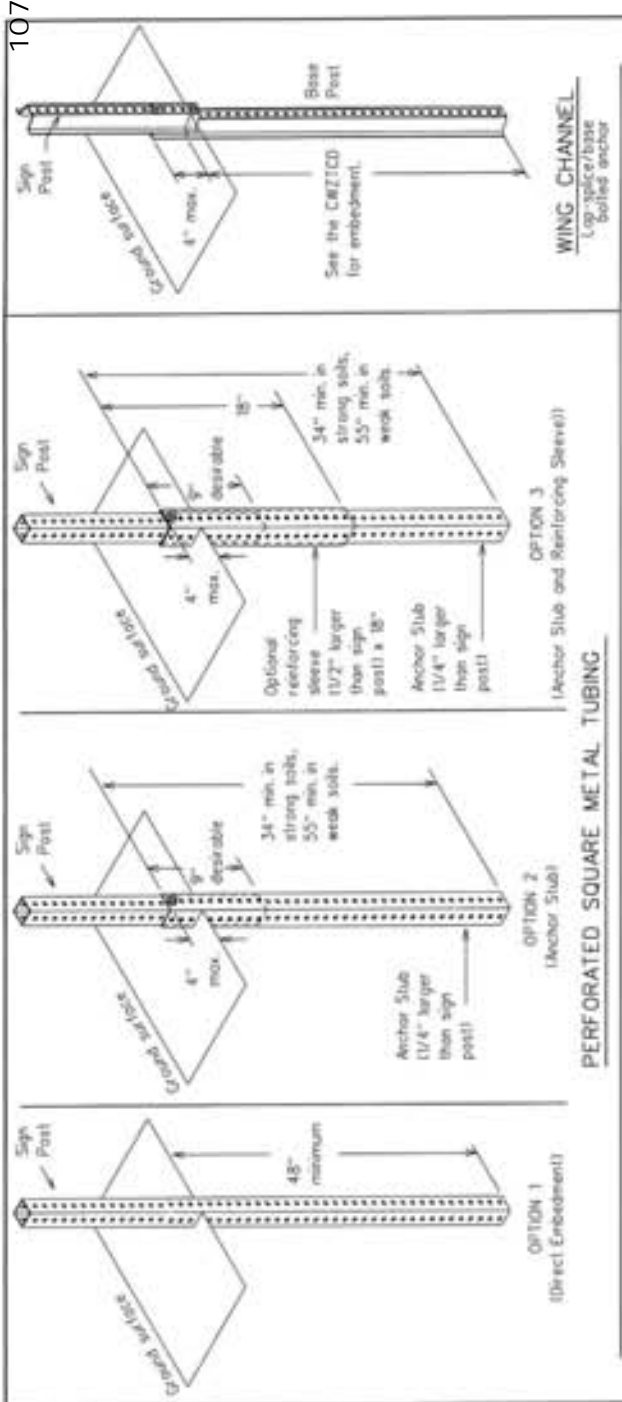
BC(3)-14

FILE	BC 14.dgn	REV	1x001	REV	1x001	REV	1x001
DATE	November 2002	DATE	1x001	DATE	1x001	DATE	1x001
BY	9-07	BY	8-14	BY	8-14	BY	8-14
7-15		7-15		7-15		7-15	
DESIGNED BY	JEFFERSON	DESIGNED BY	JEFFERSON	DESIGNED BY	JEFFERSON	DESIGNED BY	JEFFERSON
CHECKED BY		CHECKED BY		CHECKED BY		CHECKED BY	
APPROVED BY		APPROVED BY		APPROVED BY		APPROVED BY	









**SKID MOUNTED WOOD SIGN SUPPORTS**

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

Refer to the CW2100 and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.

**GROUND MOUNTED SIGN SUPPORTS**

PERFORATED SQUARE METAL TUBING

OPTION 1 (Direct Embedment)

OPTION 2 (Anchor Slab)

OPTION 3 (Anchor Slab and Reinforcing Sleeve)

**WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS**

Nominal Post Size	Number of Posts	Maximum Sq. Feet of Sign Face	Minimum Soil Embedment	Drilled Holes
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

**WEDGE ANCHORS**

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(11).

**OTHER DESIGNS**

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CW2100 LIST. SEE BC(11) FOR WEBSITE LOCATION.

**GENERAL NOTES**

1. Holes may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.

2. No more than 2 sign posts should be placed within a 7 ft. circle, except for specific materials noted on the CW2100 List.

3. When project is completed, all sign supports and foundations should be removed from the project site. This will be considered subsidiary to Item 502.

**WEDGE ANCHORS**

See BC(4) for definition of "Work Duration."

Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts should be painted white.

See the CW2100 for the type of sign substrate that can be used for each approved sign support.

**OTHER DESIGNS**

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CW2100 LIST. SEE BC(11) FOR WEBSITE LOCATION.

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1. Barrier Reflectors shall be pre-qualified, and conform, to the color and reflectivity requirements of DMS-8500. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC10.
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to item 52.



### CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (B). Directionalizable the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the adjacent being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.

## BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

### WARNING LIGHTS

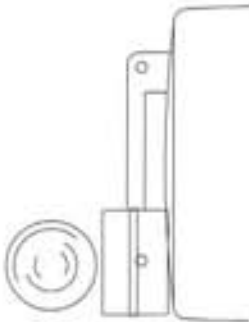
1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B or C. Meeting, meeting the requirements of Departmental Material Specification DMS-8500.
4. Type-C and Type-D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type-D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

### WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

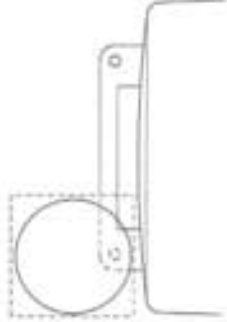
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

### WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one side) of 30 square inches.
4. Round reflectors shall be fully retroflected including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of retroflected sheeting. They do not have to be retroflected where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS-8500 Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be retroflected.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.



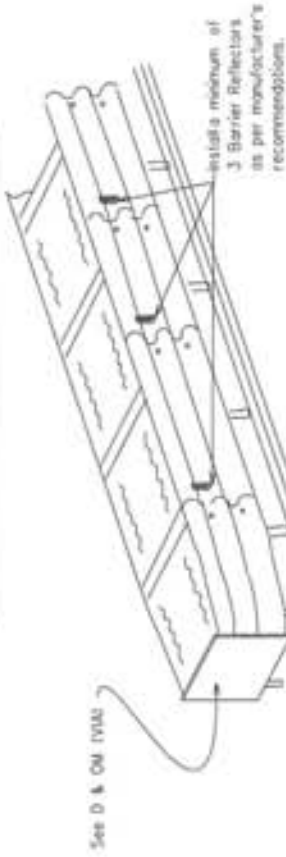
Type C Warning Light or approved substitute mounted on a drum adjacent to the travelway.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches.



### LOW PROFILE CONCRETE BARRIER (LPCB)



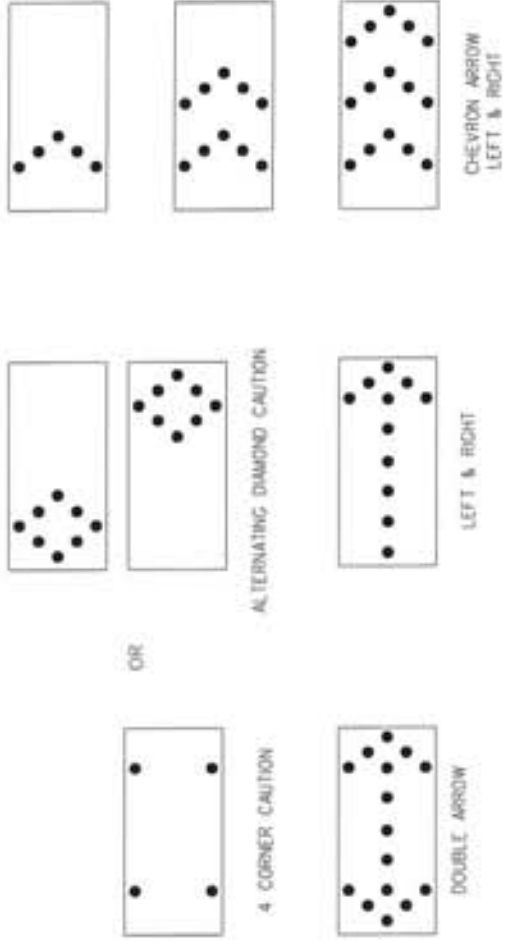
### DELINEATION OF END TREATMENTS

#### END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage.
8. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
9. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
10. The sequential arrow display is NOT ALLOWED.
11. The flashing arrow display in the TxDOT standard however, the sequential Chevron display may be used during daylight operations.
12. A Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
13. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
14. A Matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
15. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS		
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS
B	30 x 60	13
C	48 x 96	15

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

## FLASHING ARROW BOARDS

SHEET 7 OF 12

**TRUCK-MOUNTED ATTENUATORS**

1. Truck-mounted attenuators (TMA) used on 14001 facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP-350) or the Manual for Assessing Safety Hardware (MASH).

2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMA.

3. Refer to the CWZTCD for a list of approved TMA.

4. TMA are required on freeways unless otherwise noted in the plans.

5. A TMA should be used anytime that it can be positioned 50 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.

6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

**Operations Division Standard**

### BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

#### BC(7)-14

REV.	REV. DATE	BY	CHKD.	DATE	APP'D.	DATE
1	14001	14001	14001	14001	14001	14001
2	14001	14001	14001	14001	14001	14001
3	14001	14001	14001	14001	14001	14001
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## GENERAL NOTES

- [illegible]

## CHEVRONS



## LONGITUDINAL CHANNELIZING DEVICES (LCD)

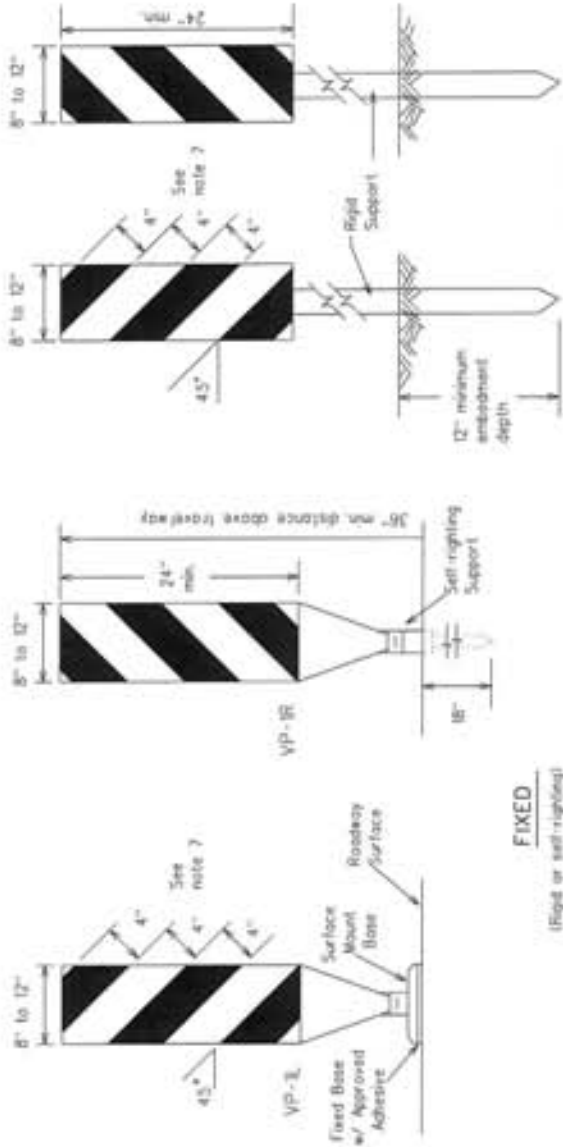
1. LCDs are crushworthy, lightweight, deformable devices that are highly visible, have good target value and can be easily detected.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs should be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs should be supplemented with retroreflective delineation as required for temporary barriers on BCOT when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barcode rods as shown on BCOTD placed near the top of the LCD along the full length of the device.

## WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water bollards systems used as barriers should be used solely to channelize road users, not also to protect the work space for the appropriate MOPV. 350 crumb/rubber traffic shall be supplemented with retroreflective delineation.
2. Water bollards systems used to channelize crumb/rubber traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water bollards systems used as barriers should be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWTCD list.
4. Water bollards systems used as barriers should not be used for a merging taper except in low speed less than 45 MPH urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water bollards systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or fixed to a post inside the clear zone.

It is used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detachable bottom for users of lung cones and the top of the unit shall not be less than 32 inches in height.

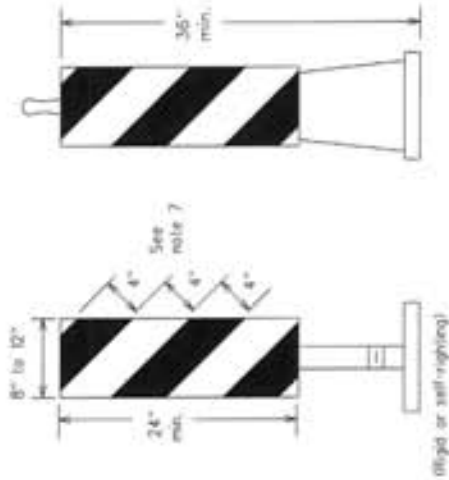
HOLLOW OR WATER BALLASTED SYSTEMS USED AS  
LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS



## DRIVEABLE

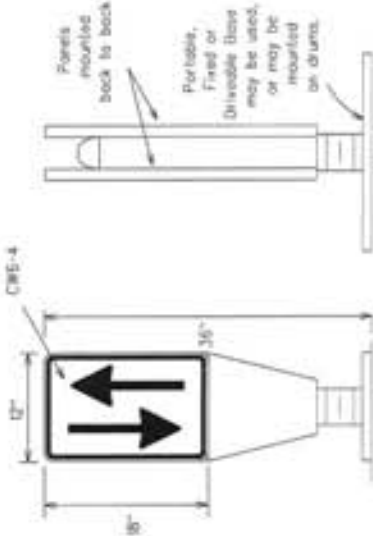
1. Vertical Panels (VPs) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VPs may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime detection is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VPs for drop-offs.
3. VPs should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Slopes are to be reflective orange and reflective white and should always slope downward toward the travellers.
4. VPs used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-erecting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCO).
6. Sheeting for the VPs should be retroreflective Type A conforming to Departmental Material Specification OMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

### VERTICAL PANELS (VPs)



## PORTABLE

1. Opposing Traffic Lane Dividers (OTLD) are deflection devices designed to convert a normal one-way roadway section to two-way operation. OTLDs are used on temporary centerlines. The upward and downward forces on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or WPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or WPs placed between the OTLDs should not exceed 100 foot spacing.
4. The OTLD shall be exempt with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS 8.500 unless noted otherwise. The legend shall meet the requirements of DMS 8.500.



OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelling Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45		450'	495'	540'	45'	90'
50	$L = WS$	500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

\* X Taper lengths have been rounded off.  
(\*) Length of Taper (L) = Width at Offset (W) x  
Subtended Speed (cut)

### SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



## BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

DATE	NOV 14 2002	NOV 14 2002	NOV 14 2002	NOV 14 2002	NOV 14 2002
TIME	9:07	8:14	7:11	JEFFERSON	218

TYPE 3 BARRICADES

1. Refer to the Compend Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to traffic.
3. Barricades extending across a roadway shall have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rail's reflective sheeting. Rock, concrete, iron, steel or other solid objects shall NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that bears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

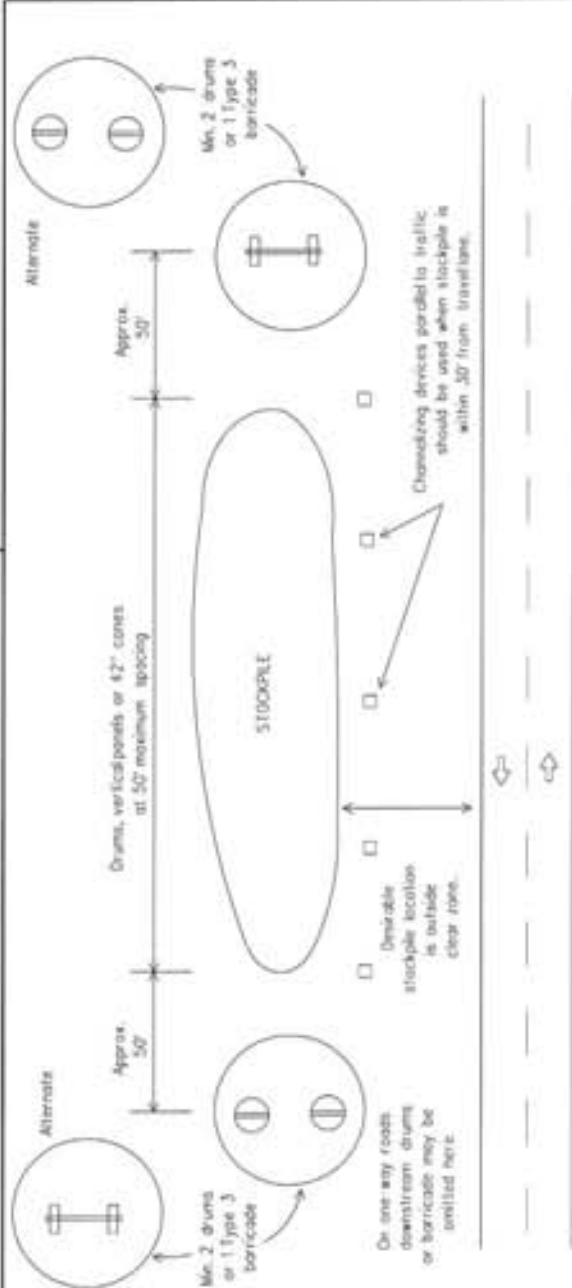


TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



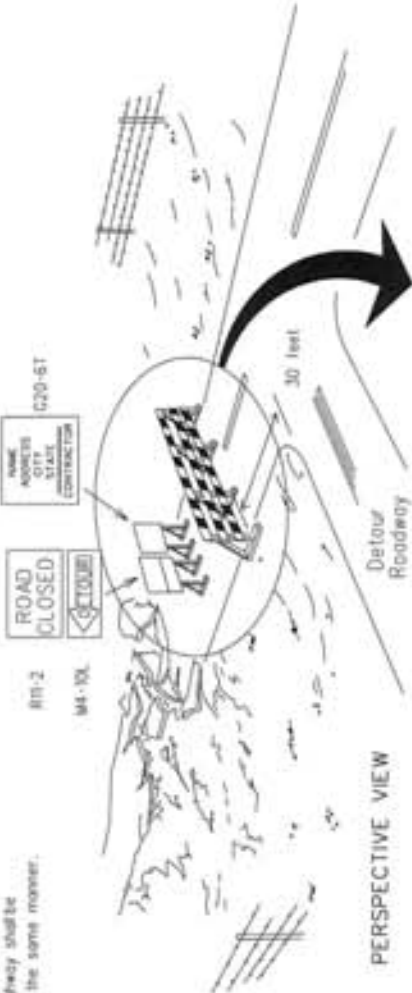
Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

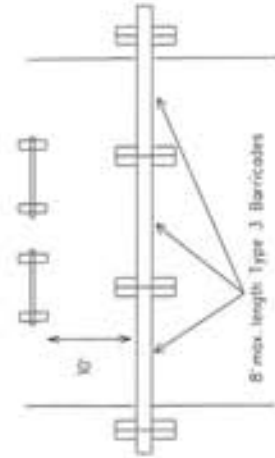


TRAFFIC CONTROL FOR MATERIAL STOCKPILES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

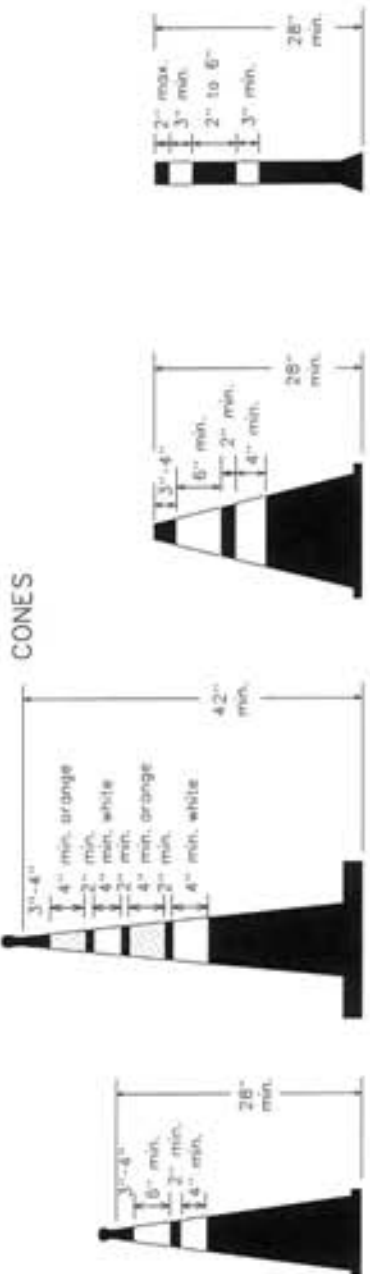


PLAN VIEW

1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION

CONES



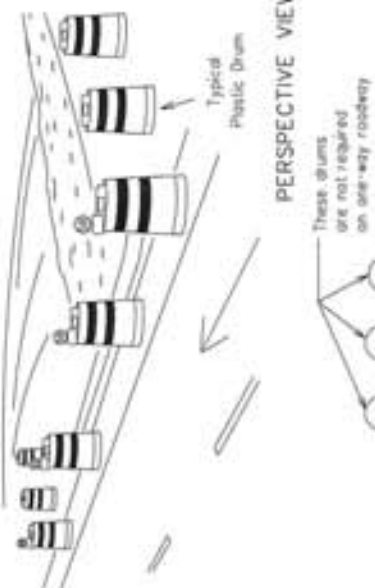
Two-Piece cones

One-Piece cones

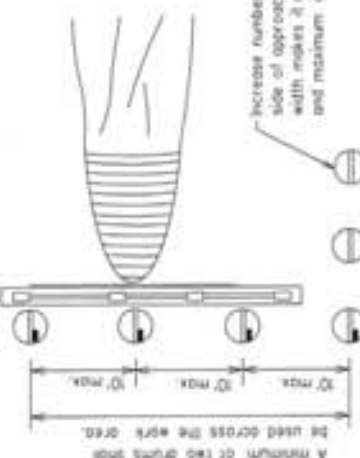
Tubular Marker

- 28" Cones shall have a minimum weight of 9 1/2 lbs.
- 42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined in BC(14). These should not be used for intermediate term or long term stationary work unless personnel are able to maintain them in their proper upright position.
6. 42" two piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



PERSPECTIVE VIEW



PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (lapping or otherwise) or warn of objects.
3. This device is based on a 42 inch two-piece cone with an alternate striping pattern for 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edge line (yellow for left edge line, white for right edge line) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

SHEET 10 OF 12

**Texas Department of Transportation**

**Operations Division Standard**

**BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES**

**BC(10)-14**

REV.	DATE	BY	CHKD	APP'D	DESCRIPTION
1	10/01	10/01	10/01	10/01	10/01
2	10/01	10/01	10/01	10/01	10/01
3	10/01	10/01	10/01	10/01	10/01
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9	10/01	10/01	10/01	10/01	10/01
10	10/01	10/01	10/01	10/01	10/01

REV.	DATE	BY	CHKD	APP'D	DESCRIPTION
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2	10/01	10/01	10/01	10/01	10/01
3	10/01	10/01	10/01	10/01	10/01
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WORK ZONE PAVEMENT MARKINGS

GENERAL

- 1. The Contractor shall be responsible for maintaining work zone and existing pavement markings in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
- 2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- 3. Additional supplemental pavement marking details may be found in the plans or specifications.
- 4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
- 5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(S)PMU.
- 6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
- 7. Advance zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

- 1. Raised pavement markers are to be placed according to the patterns on BC(12).
- 2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

- 1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
- 2. Non-removable prefabricated pavement markings (bollocks) shall meet the requirements of DMS-8240.

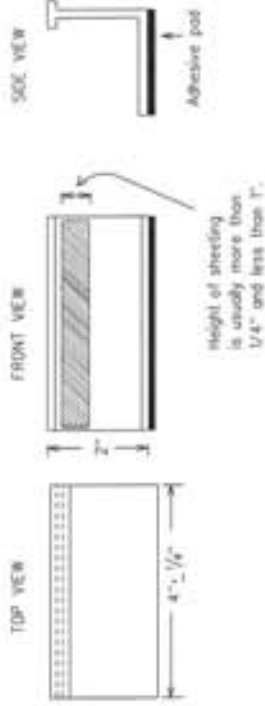
MAINTAINING WORK ZONE PAVEMENT MARKINGS

- 1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
- 2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Item 599.
- 3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
- 4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

- 1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
- 2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to advise the detour route.
- 3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by Item 577 Specification Item 577 for "Eliminating Existing Pavement Markings and Markers".
- 4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
- 5. Subject to the approval of the Engineer, any method that proves to be successful in a particular type pavement may be used.
- 6. Best cleaning may be used but will not be required unless specifically shown in the plans.
- 7. Over-pointing of the markings SHALL NOT BE permitted.
- 8. Removal of raised pavement markers shall be as directed by the Engineer.
- 9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
- 10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

- 1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
- 2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
  - A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
  - B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour. Four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
- 3. Small design variances may be noted between tab manufacturers.
- 4. See Standard Sheet WZ(S)PMU for tab placement on new pavements. See Standard Sheet TCM17-0 for tab placement on sealcoat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

- 1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
- 2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
- 3. Adhesive for guidemarks shall be bituminous material/hot applied or bulb/grubber pod for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:  
YELLOW - Two amber reflective surfaces with yellow body.  
WHITE - One silver reflective surface with white body.

DEPARTMENTAL MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material/Producer List web address shown on BC(11).

SHEET 11 OF 12



Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-14

FILED	Dec 14, 2020	Rev	1-0001	Rev	1-0001	Rev	1-0001	Rev	1-0001
PROJECT	February 2008	DATE	2007	DATE	2007	DATE	2007	DATE	2007
BY	2-58	BY	9-07	BY	1-07	BY	7-03	BY	11-07
DATE	2-58	DATE	9-07	DATE	1-07	DATE	7-03	DATE	11-07
DESIGNED BY	2-58	DESIGNED BY	9-07	DESIGNED BY	1-07	DESIGNED BY	7-03	DESIGNED BY	11-07
CHECKED BY	2-58	CHECKED BY	9-07	CHECKED BY	1-07	CHECKED BY	7-03	CHECKED BY	11-07
APPROVED BY	2-58	APPROVED BY	9-07	APPROVED BY	1-07	APPROVED BY	7-03	APPROVED BY	11-07
DATE	2-58	DATE	9-07	DATE	1-07	DATE	7-03	DATE	11-07
DESIGNED BY	2-58	DESIGNED BY	9-07	DESIGNED BY	1-07	DESIGNED BY	7-03	DESIGNED BY	11-07
CHECKED BY	2-58	CHECKED BY	9-07	CHECKED BY	1-07	CHECKED BY	7-03	CHECKED BY	11-07
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SITE DESCRIPTION

Notes:  
(1) The Site Description is accomplished using various sheets, each revealing separate details. This Index Sheet's purpose is to point the user to the appropriate location where the information required by the TPOES CGP can be found.  
(2) The project limits shown on the Title Sheet and limits of TxDOT Right Of Way shall also be the limits of coverage of the SW3P.

NATURE OF ACTIVITY: Construction of subdivision roads & drainage improvements

INTENDED SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

Scarifying & excavating roadways, installation of drainage pipes, cutting and shaping of ditches

TOTAL AREA OF SITE: 50.0 AC AREA TO BE DISTURBED: 4.8 AC

PRE-CONSTRUCTION RUNOFF CO-EFFICIENT: 0.15

POST-CONSTRUCTION RUNOFF CO-EFFICIENT: 0.15

EXISTING SOIL DESCRIPTION: Loamy topsoil with grass cover

GENERAL LOCATION MAP: IH-10 & FM 365

RECEIVING WATERS: SEGMENT NUMBER N/A  
SEGMENT NAME Roadside Ditch, Taylor Bayou

LOCATION OF WETLAND OR SPECIAL AQUATIC SITES:  
Wetlands have been marked on plans

DRAINAGE PATTERNS: From Roadside Ditch to DD6 Drainage Ditch

TYPICAL AREAS OF SOIL DISTURBANCE:  
Areas within 60' R.O.W. of roadway

TYPICAL AREAS WHICH WILL NOT BE DISTURBED:  
Subdivision lots, wetlands

LOCATION OF OFF-SITE SURFACE RECEIVING WATERS:  
North Fork of Taylor Bayou

LOCATIONS WHERE STABILIZATION PRACTICES WILL OCCUR:  
At drainage structures

LOCATIONS OF OFF-SITE STORAGE OF MATERIALS AND EQUIPMENT, WASTE, BORROW:  
OR DEDICATED MATERIAL PROCESSING PLANTS:  
None

LOCATIONS WHERE STORM WATER DISCHARGES TO SURFACE WATERS:  
DD6 Drainage Ditch @ North Fork of Taylor Bayou

LOCATION OF POLLUTION CONTROL MEASURES:  
At drainage structures

CONTROLS

SOIL STABILIZATION PRACTICES

INTERIM:

X TEMPORARY SEEDING PRESERVATION OF NATURAL RESOURCES  
MULCHING (hay or straw) FLEXIBLE CHANNEL LINER  
BUFFER ZONES OTHER

PERMANENT:

X SEEDING RETENTION BLANKET  
BLOCK SOO CHANNEL LINER  
OTHER

STRUCTURAL PRACTICES (T/P)\*

T SALT FENCE PAVED FLUMES  
HAY BALES ROCK BEDDING AT CONSTRUCTION EXIT  
ROCK BERMS TIMBER MATTING AT CONSTRUCTION EXIT  
PIPE SLOPE DRAINS SEDIMENT TRAPS  
CHANNEL LINERS SEDIMENT BASINS  
STORM SEWERS CURB and GUTTER  
STORM INLET SEDIMENT TRAP VELOCITY CONTROL DEVICES  
STONE OUTLET STRUCTURES  
DIVERSION, INTERCEPTOR, or PERIMETER SWALES  
DIVERSION, INTERCEPTOR, or PERIMETER DIKES

\* T means Temporary - P means Permanent

PERMANENT POST CONSTRUCTION TSS CONTROLS

RETENTION / IRRIGATION  
EXTENDED DETENTION BASINS  
VEGETATIVE FILTER STRIPS / VEGETATIVE SWALES  
CONSTRUCTED WETLANDS  
WET BASINS

OTHER CONTROLS

X WATERING FOR DUST CONTROLS  
X SEDIMENT REMOVAL FROM ROADWAY (SWEEPING)  
X LOADED TRUCKS WILL BE COVERED WITH TARP

The above indicated practices are proposed to control pollutants in storm water discharges. These practices are based on information contained in TxDOT Storm Water Management Guidelines. The Schedule of implementation of these practices will be based on the intended Sequence of Major Soil Disturbing Activities. Stabilization measures shall be initiated no later than 14 days after construction activity of that portion of the site has temporarily or permanently ceased.

Describe construction and waste materials expected to be stored on site and proposed controls to reduce pollutants from these materials (include storage practices spill prevention and response).

All waste material to be hauled to an approved landfill.

Describe pollutant sources from areas other than construction and measures implemented at those sites to minimize pollutant discharges.

No known pollutant sources.

Describe pollutant sources from areas from the construction site and measures implemented at those sites to minimize pollutant discharges.

Describe measures necessary to protect listed endangered or threatened species, or critical habitat.

No known endangered or threatened species.

INFORMATION

MAINTENANCE:

Erosion and sediment control and other protective measures identified in the SW3P must be maintained in effective operating conditions. If site inspections required by this permit identify BMP's that are not operating effectively, maintenance shall be performed before the next anticipated storm event, or as necessary to maintain the continued effectiveness of storm water controls. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practical.

INSPECTION:

Qualified personnel shall inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site.

Inspection Cycle Option:

- ☐ 1. At least every 14 calendar days or within 24 hrs after 0.5 inches or more of rainfall.
- ☐ 2. At least every 7 calendar days.
- ☐ 3. At least monthly (Engineer & DEOC approved revision to SW3P required).

a) Disturbed areas that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Sediment and erosion control measures identified on the SW3P shall be observed to ensure that they are operating correctly. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking. Sediments must be removed from sediment control structures no later than the time that the design capacity has been reduced by 50%.

b) Based on the result of the inspection, the SW3P shall be revised to include (show on Site Map) additional or modified BMP's designed to correct the observed deficiency. Revisions to the SW3P must be completed within seven (7) calendar days following the inspection.

c) A report summarizing the scope, date, name and qualifications of inspector, and major observations relating to the implementation of the SW3P shall be produced and retained as part of the SW3P for 3 years from date of final stabilization.

d) The following records must be maintained and either attached to or referenced in the SW3P, and made readily available upon request to the parties in Part B.D.1 of the CGP: 1) The dates when major grading activities occur; 2) The dates when construction activities temporarily or permanently cease on a portion of the site and; 3) The dates when stabilization measures are initiated.

INSPECTOR PAPERWORK CHECKLIST:

- ☐ Contact Form (I)
- ☐ Notice of Intent (I)(2)
- ☐ SW3P Certification Statement (signed by AE) (2)
- ☐ Designation of Signature Authority (all inspectors signing reports) (2)(3)
- ☐ TPOES General Permit (2)(3)
- ☐ Environmental Document (2)
- ☐ Inspection and Maintenance Report (2)(3)
- ☐ Notice of Termination (2)
- ☐ SW3P Plan (2)(3)
- ☐ Inspector Qualification Form (2)(3)
- ☐ Project Day(s) (2)(3)

(1) The information should be displayed on the Project Bulletin Board.

(2) The information should be a part of the permanent SW3P file maintained at the Area Office.

(3) The information should be maintained at the Field Office.

STORM WATER POLLUTION PREVENTION PLAN is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or storm water management site plans or site permits approved by State, Tribal or local officials (i.e. MS4 Permit).

Any reportable quantity of Hazardous Material release must be reported to the National Response Center at 1-800-424-8802. In addition the Houston District "Hazardous Material Spill Information Form" must be completed and mailed to the EPA Regional Office in Dallas, Tx.

A copy of the Construction General Permit is part of the SW3P.



MADISON OAKS  
SUBDIVISION

SW3P INDEX

LJA Engineering, Inc.  
Public Information  
3815 Cedar Avenue, Suite 500  
Houston, Texas 77057  
Phone 408.833.2061  
Fax 408.833.0117  
TDD 408.833.0117

DESIGN: J.T.S.	JOB No. 001-1-0025
DRAWN: J.T.S.	DATE: JAN 2005
CHECKED:	SCALE: 1" = 5'
APPROVED:	SHEET No. 31 OF 31

**From:** [Pepe Dominguez](#)  
**To:** ["Commissioner Arnold"](#)  
**Cc:** ["Commissioner Weaver"](#); ["Commissioner Sinegal"](#); ["Commissioner Alfred"](#); ["Judge Branick"](#); ["Ronda Conlin"](#); [sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us); [ggross@co.jefferson.tx.us](mailto:ggross@co.jefferson.tx.us); [dscanant@dd6.org](mailto:dscanant@dd6.org); [katrina.purcell@beaumonttexas.gov](mailto:katrina.purcell@beaumonttexas.gov); [Don King](#); [Carol Bowman](#)  
**Subject:** Final Plat of Diamond D Ranch Phase 6  
**Date:** Wednesday, July 08, 2020 3:09:47 PM  
**Attachments:** [Final Plat of Diamond D Ranch Phase 6 Comm Court.pdf](#)  
[City Of Beaumont Final Plat of Diamond D Ranch Phase 6.pdf](#)

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Commissioner Arnold ,

Attached is a PDF of the Final Plat of Diamond D Ranch Phase 6, Block 5, Lots 2 – 20. Being a 12.70 acre subdivision out of a remainder of a called 79.90 acre tract recorded in CCF No. 2012032739 O.P.R.J.C.T. in the James Gerish Sr. League, A-24, Jefferson County. It is located off of Diamond Drive in Precinct #1. This plat is within the City of Beaumont ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Tuesday, July 14<sup>th</sup> , 2020.

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

Pepe Dominguez

### **Pepe Dominguez**

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













July 8, 2020

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

Re: ETJ Plat

Dear Pepe:

Please see the enclosed Final Plat of Diamond D Ranch, Phase 6, Block 5, Lots 2 - 20, Beaumont, Jefferson County, Texas. Please place this item on the Commissioner's Court agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at [katrina.purcell@beaumonttexas.gov](mailto:katrina.purcell@beaumonttexas.gov).

Thank you,

*Katrina Purcell*

Katrina Purcell, CFM  
Planner I  
City of Beaumont

PLANNING & ZONING

T 409.880.3764

F 409.880.3110

PO Box 3827 | Beaumont, TX 77704

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



# BEAUMONT

Planning & Community Development

## SUBDIVISION APPLICATION

- ☐ Preliminary Plat
 ☐ Amended Plat  
☒ Final Plat
 ☐ Replat  
☐ Minor Plat
 ☐ Vacate Plat

### Property Information

Subdivision Name <b>Doguet's Diamond D Ranch Phase 6</b>		Address / Location <b>Prop. Norma Jane Lane - E of Diamond D Drive</b>	
Lot(s): <b>2- 20</b>		Block(s): <b>5</b>	
# of Acres: <b>12.70</b>	# of Lots: <b>19</b>	# of Units: <b>N/A</b>	

### Applicant Information

Name: <b>Mr. Donald R. King, P.E.</b>		Company: <b>Fittz &amp; Shipman, Inc.</b>	
Mailing Address: <b>1405 Cornerstone Court</b>	City: <b>Beaumont</b>	State: <b>Texas</b>	Zip: <b>77707</b>
Phone: <b>(409) 832-7238</b>	Email: <b>dking@fittzshipman.com</b>		

### Owner Information

Name: <b>Mr. Mike Doguet</b>		Company: <b>Doguet's Diamond D Ranch LTD.</b>	
Mailing Address: <b>2055 Diamond D Drive</b>	City: <b>Beaumont</b>	State: <b>Texas</b>	Zip: <b>77713</b>
Phone: <b>(409) 866-8873</b>	Email: <b>miked@doguetturfarm.com</b>		

*Mike Doguet*  
Owner's Signature

Date

Applicant Signature **Donald R. King, P.E.**

Date

Applicant check (✓)	City Check (✓)	Checklist of items required on PLAT to be filed:
✓		1. Title or name of plat, meridian north point, scale of map and vicinity map.
✓		2. Definite legal description and identification of the tract being subdivided.
✓		3. All block, lot and street boundary lines referenced to Texas State Plane Coordinate System.
✓		4. Building Lines and easements.
✓		5. Actual width of all streets, measured at right angles or radially, where curved, shown on map
✓		6. All necessary dimensions accurately displayed
✓		7. Names of all streets and adjoining subdivisions shown on map
✓		8. Benchmark elevations on map
✓		9. Flood zones, boundaries and elevations shown on map
✓		10. Addresses clearly displayed
✓		11. Certificate of ownership signed, stamped and notarized
✓		12. Certificates of approval from City and County shown on map
✓		13. All legal restrictions and regulations placed on the approval of plat shown clearly on map
		<b>Checklist of items required on Preliminary Plat map:</b>
		1. Title or name of plat, meridian north point, vicinity map and name and signature of owner.
		2. Written evidence of ownership.
		3. Scale of map shown on map, map to be drawn on a scale of one hundred (100) feet to inch or larger.
		4. Location of existing blocks, lots, alleys, easements, building lines, natural features and buildings.
		5. Existing and proposed streets with street names.
		6. Plan of subdivision with blocks, lots, alleys, easements, building lines, parks, dimensions and addresses.
		7. Location of existing and proposed sewers, water, gas mains, as well as storm and drainage easements.
		8. Topography if the surface is markedly uneven.
		9. Boundaries and elevations of all areas located in the flood hazard.
		10. Location of all existing pipeline easements with size, type of product and pressure.
		11. Name of registered surveyor/engineer responsible for preparing the plat.
		12. List of all restrictive covenants, conditions, and limitations to govern property being subdivided.

Initial

Initial

Signature of responsible Engineer/Surveyor **Donald R. King, P.E.**

Date

Planning Application Acceptance:

Signature

Date

Revised 11/19

**PLANNING & COMMUNITY  
DEVELOPMENT**  
**T 409.880.3100**  
**F 409.880.3133**  
 PO Box 3827 | Beaumont, TX

# Fittz & Shipman

INC.

*Consulting Engineers and Land Surveyors*

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

Daniel A. Dotson, P.E., President  
Donald R. King, P.E., Vice President

July 2, 2020

Mr. Chris Boone  
Planning Department  
City of Beaumont  
P. O. Box 3287  
Beaumont, Texas 77701

RE: **Doguet's Diamond D Ranch Subdivision – Phase 6**  
**Final Plat – 12.70 Acres**

**FS Proj. No. 18099**

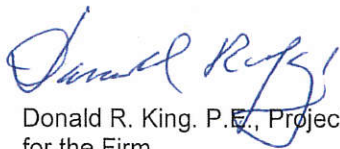
Dear Mr. Boone,

Submitted for your review and comment are two (2) prints and a .PDF file of the Signed FINAL PLAT for the proposed Subdivision titled **Doguet's Diamond D Ranch Subdivision – Phase 6.** We are requesting submission of this Final Plat to Jefferson County for their next available meeting for their approval.

Following their approval, the Final Plat will be returned to your office for signature by the Chairman of the Planning Commission which will then allow the Final Plat to be recorded with the County Clerk.

Sincerely,

**Fittz & Shipman, Inc.**



by: Donald R. King, P.E., Project Engineer  
for the Firm  
18099TR13

Submitted Materials:

- 1 Subdivision Application Form
- 1 set originals Final Plat (2 Sheets per set)
- 2 prints – Final Plat (2 Sheets per set)
- 1 Power of Attorney – Lisa L. Doguet to Michael D. Doguet
- 3 pgs – Tax Certificates
- \$350 Final Plat filing fee
- \$ 54 Recording fee (based on number of pages)
- Flash Drive with PDF Final Plat Sheets and Shapefile



**Regular, July 14, 2020**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, July 14, 2020