

*Notice of Meeting and Agenda and Minutes*  
*June 01, 2021*

**SPECIAL, 6/1/2021 10:30:00 AM**

BE IT REMEMBERED that on June 01, 2021, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Theresa Goodness , County Clerk

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

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Jeff R. Branick, County Judge  
 Vernon Pierce, Commissioner, Precinct One  
 Darrell Bush, 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**  
**June 01, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **01st** day of **June 2021** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

11:00 a.m.-WORKSHOP- To discuss and receive information from Johnson Controls regarding problems at the sub-courthouse and jail.

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 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #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: Michael S. Sinegal, Commissioner, Precinct Three**

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**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner,  
Precinct Four**

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## **PURCHASING:**

1. Consider and approve award for Invitation for Bid (IFB 21-004/JW) Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) with Jet Aeration of Texas, LLC. for a Base Bid amount of \$101,709.25 and Alternate Bid amount of \$16,200.00; for a total contract amount of \$117,909.25. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture. (TxCDBG Contract No. 7218240); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

**Motion by: Commissioner Pierce**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve a contract renewal for Invitation for Bid (IFB 18-022/YS), On Call Court Reporting and Transcription with Jan Girouard & Associates, LLC from June 29, 2021 to June 28, 2022.

**Motion by: Commissioner Pierce**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Consider and approve, execute, receive and file a contract renewal for Invitation for Bid (IFB 14-013/JW) Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County for a seventh one (1) year renewal with Colin's Kitchen, LLC from June 29, 2021 to June 28, 2022; with price increases as shown on Attachment A. Price increases are due to an increase in food and labor costs.

**SEE ATTACHMENTS ON PAGES 13 - 16**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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4. Consider and approve, execute, receive and file a contract renewal for Invitation for Bid (IFB 17-016/YS), Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County with Advantage Interests, Inc. for a fourth and final one (1) year option from June 15, 2021 to June 14, 2022.

**SEE ATTACHMENTS ON PAGES 17 - 17**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

5. Consider and approve, execute, receive and file a Contract Amendment No. 1 for Invitation for Bid (IFB 17-006/YS) Term Contract for Insecticides, Herbicides, and Aduliticides for Jefferson County Mosquito Control District. This amendment will assign contract pricing for Univar USA to Veseris as Univar USA divested the Environmental Sciences business to Veseris.

**SEE ATTACHMENTS ON PAGES 18 - 19**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

6. Consider and approve, execute, receive and file Amendment No. 7 for Master Services Agreement for Professional Services with Garver, LLC for the preparation of design drawings and specifications, bidding phase services for the updated plans, and re-bid of airfield electrical vault for the Jack Brooks Regional Airport for a lump sum amount of \$95,850.00; in accordance with (RFQ 16-013/JW) Professional Engineering Services for the Jack Brooks Regional Airport. Funding for this project is provided by the CARES ACT GRANT.

**SEE ATTACHMENTS ON PAGES 20 - 29**

**Action: TABLED**

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7. Consider and approve, execute, receive and file Amendment No. 8 for Master Services Agreement for Professional Services with Garver, LLC for the preparation of design drawings and specifications, and bidding phase services for the Rehabilitation of Runway 12-30 PCC panels and joint repairs for the Jack Brooks Regional Airport for a lump sum amount of \$99,975.00; in accordance with (RFQ 16-013/JW) Professional Engineering Services for the Jack Brooks Regional Airport. Funding for this project is provided by the CARES ACT GRANT.

**SEE ATTACHMENTS ON PAGES 30 - 39**

**Action: TABLED**

8. Consider and approve, execute, receive and file Amendment No. 9 for Master Services Agreement for Professional Services with Garver, LLC for the preparation of design drawings and specifications, and bidding phase services for improvements to the Terminal HVAC at the Jack Brooks Regional Airport for a lump sum amount of \$77,185.00; in accordance with (RFQ 16-013/JW) Professional Engineering Services for the Jack Brooks Regional Airport. Funding for this project is provided by the CARES ACT GRANT.

**SEE ATTACHMENTS ON PAGES 40 - 51**

**Action: TABLED**

9. Consider and approve, execute, receive and file professional services agreement (PROF 21-037/JW) with The Solco Group, LLC for design of Fuel Farm pavement repairs/concrete panel replacements and project management for the Jack Brooks Regional Airport for a fee not to exceed \$16,986.00. Funding for this project is provided by the CARES ACT GRANT.

**SEE ATTACHMENTS ON PAGES 52 - 56**

**Action: TABLED**

10. Consider and approve, execute, receive and file professional services agreement (PROF 21-038/JW) with The Solco Group, LLC for the design of the reconstruction of the Airport Terminal Service Road for the Jack Brooks Regional Airport for a fee not to exceed \$35,770.00. Funding for this project is provided by the CARES ACT GRANT.

**SEE ATTACHMENTS ON PAGES 57 - 61**

**Action: TABLED**

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11. Consider and approve, execute, receive and file professional services agreement (PROF 21-039/JW) with The Solco Group, LLC for the development of an Independent Fee Analysis and preparation of an Independent Fee Estimate (IFE) for airport drainage analysis and design project for the Jack Brooks Regional Airport; for a fee not to exceed \$3,957.00. Funding for this project is provided by the CARES ACT GRANT.

**SEE ATTACHMENTS ON PAGES 62 - 66**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

12. Consider and approve, execute, receive and file Job Order Contract (JOC 21-036/DC) with SETEX Facilities & Maintenance for the HVAC Hot Water Distribution Piping Repairs at the Jefferson County Downtown Courthouse in the amount of \$32,733.49; in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

**SEE ATTACHMENTS ON PAGES 67 - 71**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

**CONSTABLE PRECINCT 2:**

13. Consider and possibly approve a Resolution recognizing David S. Werner for 30 years of dedicated service to the Jefferson County Constable's Office and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 72 - 72**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Bush**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

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**COUNTY AIRPORT:**

14. Consider, possibly approve and authorize the County Judge to execute, receive and file a Lease Amendment between Jefferson County and Crawford Hughes Operating Company. This amendment cancels their surface use agreement for approx. 2.3 acres of Airport property located behind the Mosquito Control Buildings.

**SEE ATTACHMENTS ON PAGES 73 - 76**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

15. Consider and approve budget transfer – District Attorney – purchase of handheld Police Radio.

120-2030-412-6002	COMPUTER EQUIPMENT	\$4,583.00	
120-2030-412-3078	OFFICE SUPPLIES		\$4,583.00

**SEE ATTACHMENTS ON PAGES 77 - 80**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

16. Consider and approve budget transfer – County Treasurer – purchase of two laptop computers.

120-1017-415-6002	COMPUTER EQUIPMENT	\$3,062.00	
120-1017-415-4052	POSTAGE		\$3,062.00

**SEE ATTACHMENTS ON PAGES 81 - 86**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

17. Consider and approve budget transfer – R&B Pct.3 Service Center - for security lighting

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113-0308-431-6014	BUILDINGS AND STRUCTURES	\$7,223.00	
113-0305-431-3084	MINOR EQUIPMENT		\$7,223.00

**SEE ATTACHMENTS ON PAGES 87 - 87**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Pierce**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

18. Consider and approve the following restructure for the Sheriff and Corrections divisions: Reclass one (1) Major position to one (1) Captain position in Law Enforcement. Estimated annual savings of \$8,800. Reclass (1) Plumber position and (1) Office Assistant to one (1) Captain position in Corrections. Estimated annual savings of \$10,500.

**SEE ATTACHMENTS ON PAGES 88 - 88**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Pierce**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

19. Regular County Bills – check #482956 through check #483204.

**SEE ATTACHMENTS ON PAGES 89 - 98**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Pierce**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

**COUNTY COMMISSIONERS:**

20. Consider and possibly approve a 30-day extension for Jefferson County Emergency Services District No. 1 to file their 2019-2020 Compiled Financial Statement, Pursuant to Sec. 775.085, Texas Health & Safety Code.

**SEE ATTACHMENTS ON PAGES 99 - 100**

**Motion by: Commissioner Bush**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

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21. Receive and file executed Oil, Gas and Mineral Lease authorized in Cause No. B 207186 appointing the County Judge as Receiver for lost heirs.

**SEE ATTACHMENTS ON PAGES 101 - 106**

**Motion by: Commissioner Bush**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

22. Consider, possibly approve and authorize the County Judge to execute a Memorandum of Agreement between the Texas Military Department (TMD) and Jefferson County for Land Agreement for New Readiness Center.

**SEE ATTACHMENTS ON PAGES 107 - 112**

**Motion by: Commissioner Bush**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

23. Consider and possibly approve a Resolution to renew the Disaster Declaration that was issued for the May, 2021 flooding Pursuant to Government Code Sec. 418.108b.

**Motion by: Commissioner Bush**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED** Clerk's Note: Resolution not provided for minutes.

24. Receive and file executed Amended Property Tax Abatement between Jefferson County and Emerald Biofuels Pursuant to Sec. 312.401, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 113 - 135**

**Motion by: Commissioner Bush**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

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25. Consider and possibly approve a Resolution for Dr. Kenneth R Evans.

**SEE ATTACHMENTS ON PAGES 136 - 136**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Bush**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

26. Consider, possibly approve and authorize the County Judge to execute, receive and file Request for Release of Funds of U.S. Department of Housing and Urban Development and Texas General Land Office regarding Hurricane Harvey Home Buyout Program.

**SEE ATTACHMENTS ON PAGES 137 - 140**

**Motion by: Commissioner Bush**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**ENGINEERING:**

27. Execute, receive and file Utility Permit 10-U-21 to AT&T for the placement of fiber optic cable along Craigen Road to Valero Facility. This project is located in Precinct 2.

**SEE ATTACHMENTS ON PAGES 141 - 147**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Bush**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**ADDENDUMS**

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## **HUMAN RESOURCES:**

28. Consider, discuss, and possibly approve extension of 80 hours of full pay for employees who are affected by one or more of the qualifying reasons below due to Covid-19 for an additional 30 days, through June 30, 2021.(a) is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 (b) has been advised by a heal care provider to self-quarantine related to COVID-19 (c) is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **MOSQUITO CONTROL:**

29. Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Beaumont for Hurricane Crisis Cooperative Agreement Projects for aerial and ground adulticiding pursuant to Chapter 791, Texas Government Code.

**SEE ATTACHMENTS ON PAGES 148 - 151**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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

## ATTACHMENT A

**(IFB 14-013/JW)**

**Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County**

**Awarded: July 7, 2014**

**Renewal 1:** 7/6/2015 – 7/5/2016

**Renewal 2:** 7/5/2016 – 7/4/2017

**Renewal 3:** 7/4/2017 – 7/3/2018

**Renewal 4:** 7/3/2018 – 7/2/2019

**Renewal 5:** 7/1/2019 – 6/30/2020

**Renewal 6:** 6/30/2020 – 6/29/2021

Updated 6/17/2020

### Current Pricing

Item	Description	Price Per Meal/ per person
1	Breakfast	<del>\$11.40</del> \$ 11.70
2	Lunch	<del>\$13.40</del> \$ 13.70
3	Dinner	<del>\$19.40</del> \$ 19.70
4	Boxed Lunch	<del>\$ 9.40</del> \$ 9.50

#### **Colin's Kitchen**

1149 Pearl Street

Beaumont TX 77701

Contact Person: Lawrence Kuykendall

409-351-9511 phone

[colinskitchen2015@gmail.com](mailto:colinskitchen2015@gmail.com)

Jefferson County Purchasing Department  
1149 Pearl St 77701  
Beaumont, Texas 77701

May 26<sup>th</sup> 2021

To Whom It May Concern

We here at Colin's Kitchen are very thankful to be able to have the temporary canteen for Jefferson County. With this year's renewal we would like to ask for a price increase ~~of 0.40 cent~~ per meal. Due to increase in food cost, and increase in labor cost. We once again would like to thank Jefferson County for allowing us to continue to serve as disaster/emergency canteen.

Sincerely,

Lawrence Kuyendall

Colin's Kitchen L.L.C

1149 Pearl Street

Beaumont, Texas 77701

(IFB 14-013/JW)

Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County Awarded: July 7, 2014

**Renewal 1:** 7/6/2015 – 7/5/2016

**Renewal 2:** 7/5/2016 – 7/4/2017

**Renewal 3:** 7/4/2017 – 7/3/2018

**Renewal 4:** 7/3/2018 – 7/2/2019

**Renewal 5:** 7/1/2019 – 6/30/2020

**Renewal 6:** 6/30/2020 – 6/29/2021

Updated 6/25/2019

### Current Pricing

Item	Description	Price Per Meal/ per person
1	Breakfast	\$ [REDACTED] 11.10
2	Lunch	\$ [REDACTED] 13.90
3	Dinner	\$ [REDACTED] 19.90
4	Boxed Lunch	\$ [REDACTED] 9.50

#### **Colin's Kitchen**

1149 Pearl Street

Beaumont TX 77701

Contact Person:

Lawrence

Kuykendall 409-

351-9511 phone

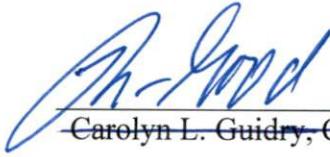
[colinskitchen2015@gmail.com](mailto:colinskitchen2015@gmail.com)

**CONTRACT RENEWAL FOR IFB 14-013/JW  
TEMPORARY CANTEEN (MEAL CATERING)  
DISASTER/EMERGENCY FOR JEFFERSON COUNTY**

The County entered into a contract with Colin's Kitchen, LLC for one (1) year, from July 7, 2014 to July 6, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its seventh one-year option to renew the contract for one (1) additional year from June 29, 2021 to June 28, 2022.

ATTEST:



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Carolyn L. Guidry, County Clerk

*Theresa Goodness, Interim County Clerk*

JEFFERSON COUNTY, TEXAS



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Jeff Branick, County Judge



CONTRACTOR:  
Colin's Kitchen, LLC



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(Name)

**CONTRACT RENEWAL FOR IFB 17-016/YS  
TERM CONTRACT FOR FIRE SPRINKLER, FIRE PUMP,  
KITCHEN HOOD SUPPRESSION AND HALON 1301 FIRE  
SUPPRESSION INSPECTION FOR JEFFERSON COUNTY**

The County entered into a contract with Advantage Interests, Inc. for one (1) year, from June 19, 2017 to June 18, 2018, with an option to renew the contract for up to a five (5) year period.

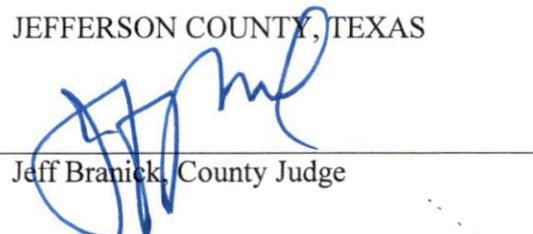
Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from June 15, 2021 to June 14, 2022.

ATTEST:

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

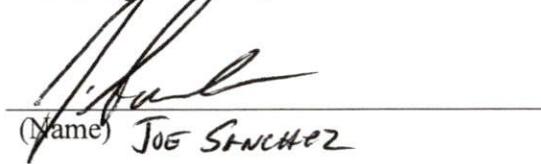
*Theresa Goodness, Interim County Clerk*

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Advantage Interests, Inc.

  
\_\_\_\_\_  
(Name) *Joe Sanchez*

**RECEIVED**  
MAY 19 2021





# Univar USA Inc Name Change to ES OPCO USA LLC and Trade Name “Veseris”

**3/20/2020**

To Whom It May Concern:

The entity previously known as Univar Environmental Sciences, a business unit of Univar Solutions, registered for a new FEIN number on 11/14/2020 in preparation for the divestiture of the entity to AEA Investors. The company's legal name is "ES OPCO USA LLC" and began doing business as (dba) "Veseris" in March of 2020.

We are no longer doing business as Univar USA Inc FEIN 911347935.

The new account will be ES OPCO USA LLC FEIN 843689531.

This change was made because Univar Solutions decided to divest the Environmental Sciences business unit as part of its overall market strategy. This divestiture was finalized at 11:59pm on 12/31/2019.

As part of a transition service agreement, Univar will continue to conduct certain business functions as a third party provider on behalf of ES OPCO USA LLC, including sending invoices, making payments against outstanding liabilities, issuing purchase orders, etc. until such time as ES OPCO USA LLC has established its own internal processes and systems.

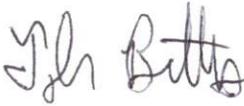
**JEFFERSON COUNTY, TEXAS**

  
**Jeff Branick, County Judge**

**ATTEST:**

  
**Theresa Goodness  
Interim County Clerk**

Sincerely,



**Tyler Brothers  
VP, CFO, and Treasurer**





Dear Customer,

As part of our commitment to keep you informed of our transition activities from Univar Solutions Environmental Sciences to Veseris, we have arrived at another milestone in our journey specific to our US operations. Effective August 10, 2020 our invoices have changed to Veseris and payment remittance accounts have been updated.

## ACH/EFT AND WIRE INSTRUCTIONS

### ACH/EFT ROUTING

Account Name:	ES Opco USA LLC
Account Number:	334037180288
ACH ABA Routing Number:	061000052

**Bank Address:**  
100 W 3rd St  
New York, NY 10003

Send remittance details to [payments@veseris.com](mailto:payments@veseris.com)

### WIRE ROUTING

Bank Name:	Bank of America N.A.
Bank Address:	100 W 3rd St New York, NY 10003
Wire ABA Routing Number:	026009593
Wire SWIFT CODE (int'l wires):	BOFAUS3N
Account Name:	ES Opco USA LLC
Account Number:	334037180288

**Bank phone number:** 1-888-400-9009

### SEND INVOICE CHECK PAYMENT TO:

ES Opco USA LLC  
PO Box 7410137  
Chicago, IL 60674-0137

### COURIER VIA CHECK/OVERNIGHT MAIL:

Bank of America Lockbox Services  
ES Opco USA LLC 10137  
540 W Madison, 4th Floor  
Chicago, IL 60661

**PLEASE NOTE:** Univar Solutions will continue to provide services to customers we share and that these new updates pertain *only* to Environmental Sciences.

Visit [go.veseris.com/us/ar](http://go.veseris.com/us/ar) for more information and a sample of how invoices will appear moving forward.

### GO PAPERLESS

In an effort to reduce waste and improve speed and reliability of invoicing and statements, we are encouraging all customers to register for electronic invoices. If you currently receive mailed paper invoices, please email [sharon.ezell@veseris.com](mailto:sharon.ezell@veseris.com) to register for emailed invoices. If the email address you are issuing the registration request from is different from the desired email address, please indicate that in the notification to us.

For questions, contact your local Credit and A/R Specialist or Customer Service representative.

**Your Veseris Team**  
[www.veseris.com](http://www.veseris.com) | [pestweb.com](http://pestweb.com)



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
JACK BROOKS REGIONAL AIRPORT  
Nederland, Texas  
Project No. 18121500**

**CONTRACT AMENDMENT NO. 7**

This Contract Amendment No. 7, effective on the date last written below, shall amend the original contract between the **Jack Brooks Regional Airport of Jefferson County Texas** and **GARVER, LLC** in accordance with the provisions of the **MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES** dated **September 19, 2016**.

This Contract Amendment No. 7 adds professional services for the: Update plans and rebid of airfield electrical vault.

The original contract is hereby modified as follows:

**SECTION 1 – SCOPE OF SERVICES**

The Owner requests that Garver prepare design drawings and specifications and carry out bidding phase services for the Update plans and rebid of airfield electrical vault. See detailed scope of work in attached in Appendix A.

**SECTION 2 – PAYMENT**

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Update Design	\$22,150	LUMP SUM
Bidding Services	\$17,600	LUMP SUM
Construction Phase and Closeout	\$56,100	LUMP SUM
<b>TOTAL FEE</b>	<b>\$95,850.00</b>	

The lump sum amount to be paid under this agreement is \$95,850.00. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay GARVER on a NET 30 basis, based upon invoices submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished.



As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

### SECTION 3 – APPENDICES AND EXHIBITS

3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- 3.1.1 Appendix A – Scope of Services
- 3.1.2 Appendix B – Fee Summary
- 3.1.3 Appendix C – Project Layout

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



## APPENDIX A

### SCOPE OF SERVICES Jack Brooks Regional Airport Jefferson County Texas

#### 2.1 General

Generally, the scope of services includes design and bidding phase services for improvements to Jack Brooks Regional Airport of Jefferson County, Texas. Improvements will consist primarily of removal and remarking of Taxiways, Taxi lanes, and Runways within the airfield.

##### 2.1.1 Design Surveys- Not Applicable

##### 2.1.2 Property Surveys - Not Applicable

##### 2.2 Geotechnical Services- Not Applicable

##### 2.3 Preliminary Coordination- Not Applicable

##### 2.4 Utility Coordination- Not Applicable

##### 2.5 Environmental Services- Not Applicable

##### 2.6 Drainage Study- Not Applicable

##### 2.7 Preliminary Engineering Report- Not Applicable

#### 2.8 Final Design

Garver will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA or Department of Labor as appropriate for incorporation into the specifications for the proposed project.

Garver will submit to the FAA Airport's Regional Office advance copies of the plans and specifications and cost estimates for review. Garver will make any additions to respond to comments by the FAA, and when the documents have been approved, Garver will furnish plans to the FAA and to the Owner for bidding and coordination purposes.



## **2.9 Property Acquisition Documents – Not Applicable**

### **2.10 Bidding Services**

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

### **2.11 Construction Phase Services**

If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment. Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

### **2.12 Project Deliverables**

The following will be submitted to the Owner, or others as indicated, by Garver:

1. Three copies of the revised Final Design with opinion of probable construction cost.
2. Three copies of the Final Plans and Specifications to the Contractor.
3. Two copies of the Construction Management Plan.
4. Two copies of approved shop drawings/submittals from the Contractor.
5. One hard copy set of Record Drawings.
6. Electronic files as requested.

### **2.13 Extra Work**

The following items are not included under this agreement but will be considered as extra work:



1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Services after construction, such as warranty follow-up, operations support etc.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

#### **2.14 Schedule**

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed.

- Update of design documents shall be completed within twenty-eight (28) calendar days from issue of a Notice to Proceed for this phase
- Bidding of the project will be carried out on a timeline as outlined by the Owner

## APPENDIX B

### JACK BROOKS REGIONAL AIRPORT Electrical Vault

#### FEE SUMMARY

<b>Title I Services</b>	<b>Estimated Fees</b>
Update Design/Preparation For Bidding	\$22,150.00
Bidding Services	\$17,600.00
<b>Subtotal for Title I Services</b>	<b>\$39,750.00</b>

<b>Title II Services</b>	
Construction Phase Services	\$56,100.00
<b>Subtotal for Title II Services</b>	<b>\$56,100.00</b>

**Total for Title I and II Services** **\$95,850.00**

## APPENDIX B

# JACK BROOKS REGIONAL AIRPORT TAXIWAY ALPHA REHABILITATION

## Update Design Documents

WORK TASK DESCRIPTION	E-6	E-4	E-3
	hr	hr	hr
<b>1. Project Management</b>			
Client Coordination	6	-	-
FAA Coordination	4	-	-
<b>Subtotal - Project Management</b>	<b>10</b>	<b>0</b>	<b>0</b>
<b>2. Civil Engineering</b>			
Plan sheet updates	-	-	6
Specification updates	-	-	6
Address FAA Review Comments	-	-	4
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>0</b>	<b>16</b>
<b>3. Electrical Engineering</b>			
Plan sheet updates	-	-	6
Specification updates	-	-	6
Address FAA Review Comments	-	-	4
	-	-	-
	-	-	-
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>16</b>

**Hours** 10 0 32

#### **DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$250.00
Postage/Freight/Courier	\$49.50
Office Supplies/Equipment	\$0.00
Computer Modeling/Software Use	\$50.00
Travel Costs	\$200.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$549.50**

**SUBTOTAL:** **\$10,737.50**

**SUBCONSULTANTS FEE:** \$11,412.50

**TOTAL FEE:** **\$22,150.00**

## APPENDIX B

# JACK BROOKS REGIONAL AIRPORT

## Electrical Vault

## **BIDDING SERVICES**

WORK TASK DESCRIPTION	E-6	E-4	E-3
	hr	hr	hr
<b>1. Civil Engineering</b>			
Dispense plans and specs to prospective bidders		-	2
Addendums/Inquiries	2	-	1
Pre-Bid Meeting	4	-	-
Bid Opening	4	-	-
Prepare bid tabulation	2	-	2
Evaluate bids and recommend award	1	-	-
Prepare construction contracts	2	-	-
Notice to Proceed	1	-	-
		-	-
<b>Subtotal - Civil Engineering</b>	<b>16</b>	<b>0</b>	<b>5</b>
<b>2. Electrical Engineering</b>			
Dispense plans and specs to prospective bidders	-	-	2
Addendums/Inquiries	-	-	4
Pre-Bid Meeting	-	-	8
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>14</b>

**Hours** 16 0 19

#### **DIRECT NON LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$250.00
Postage/Freight/Courier	\$48.00
Office Supplies/Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Travel Costs	\$420.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** \$718.00

**SUBTOTAL:** **\$10,450.00**

**SUBCONSULTANTS FEE:** \$7,150.00

**TOTAL FEE:** **\$17,600.00**

## APPENDIX B

## **JACK BROOKS REGIONAL AIRPORT Electrical Vault**

## FINAL DESIGN

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-1	T-2
	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>	-	-	-	-	-
Preconstruction Meeting	4	-	4	-	-
Utility Coordination Meeting	4	-	4	-	-
Progress Meetings (3)	4	-	8	-	-
Monthly Pay Requests	1	-	4	-	-
Shop Drawings/Material Submittals	4	-	8	-	-
Record Drawings		-	3	-	-
Construction Coordination	4	-	4	-	-
Prepare Change Orders	1	-	4	-	-
Final Project Inspection and Punchlist	4	-	4	-	-
<b>Subtotal - Civil Engineering</b>	<b>26</b>	<b>0</b>	<b>43</b>	<b>0</b>	<b>0</b>
<b>2. Electrical Engineering</b>					
Shop Drawings/Material Submittals		10	10	20	-
Record Drawings		8	6	16	30
Final Project Inspection and Punchlist		8	16		-
Prepare Change Orders				2	8
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>26</b>	<b>32</b>	<b>38</b>	<b>38</b>

**Hours** 26 26 75 38 38

**SUBTOTAL - SALARIES:** **\$42,520.00**

## **DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$250.00
Postage/Freight/Courier	\$150.00
Office Supplies/Equipment	\$50.00
Computer Modeling/Software Use	\$50.00
Travel Costs	\$1,530.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$2,030.00**

**SUBTOTAL:** **\$44,550.00**

**SUBCONTRACTANTS FFF:** \$11 550 00

**TOTAL FEE:** \$56,100.00





**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
JACK BROOKS REGIONAL AIRPORT  
Nederland, Texas  
Project No. 21A12501**

**CONTRACT AMENDMENT NO. 8**

This Contract Amendment No. 8, effective on the date last written below, shall amend the original contract between the **Jack Brooks Regional Airport of Jefferson County Texas** and **GARVER, LLC** in accordance with the provisions of the **MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES** dated **September 19, 2016**.

This Contract Amendment No. 8 adds professional services for the: Rehabilitation of Runway 12-30 PCC panels and joint repairs. Project includes design of removal and rehabilitation of existing concrete panels and repair of joints and associated pavement marking.

The original contract is hereby modified as follows:

**SECTION 1 – SCOPE OF SERVICES**

The Owner requests that Garver prepare design drawings and specifications and carry out bidding phase services for the Rehabilitation of Runway 12-30 PCC panels and joint repairs. See detailed scope of work in attached in Appendix A.

**SECTION 2 – PAYMENT**

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Preliminary Engineering Report	\$49,100.00	LUMP SUM
Final Design	\$36,000.00	LUMP SUM
Bidding Services	\$14,875.00	LUMP SUM
<b>TOTAL FEE</b>	<b>\$99,975.00</b>	

The lump sum amount to be paid under this agreement is \$99,975.00. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay GARVER on a (NET 30) basis, based upon invoices submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished.



As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

### SECTION 3 – APPENDICES AND EXHIBITS

3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- 3.1.1 Appendix A – Scope of Services
- 3.1.2 Appendix B – Fee Summary
- 3.1.3 Appendix C – Project Layout

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



## APPENDIX A

### SCOPE OF SERVICES Jack Brooks Regional Airport Jefferson County Texas

#### 2.1 General

Generally, the scope of services includes design and bidding phase services for improvements to Jack Brooks Regional Airport of Jefferson County, Texas. Improvements will consist primarily of removal and remarking of Taxiways, Taxi lanes, and Runways within the airfield.

##### 2.1.1 Design Surveys- Not Applicable

##### 2.1.2 Property Surveys - Not Applicable

##### 2.2 Geotechnical Services - Not Applicable

##### 2.3 Preliminary Coordination- Not Applicable

##### 2.4 Utility Coordination- Not Applicable

##### 2.5 Environmental Services- Not Applicable

##### 2.6 Drainage Study- Not Applicable

##### 2.7 Preliminary Engineering Report

##### 2.8 Preliminary Design - Not Applicable

##### 2.9 Final Design

Garver will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA or Department of Labor as appropriate for incorporation into the specifications for the proposed project.

Garver will submit to the FAA Airport's Regional Office advance copies of the plans and specifications and cost estimates for review. Garver will make any additions to respond to comments by the FAA, and when the documents have been approved, Garver will furnish plans to the FAA and to the Owner for bidding and coordination purposes.



## **2.10 Property Acquisition Documents – Not Applicable**

### **2.11 Bidding Services**

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

### **2.12 Construction Phase Services**

If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment. Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

### **2.13 Project Deliverables**

The following will be submitted to the Owner, or others as indicated, by Garver:

1. Three copies of the Preliminary Engineering Report with opinion of probable construction cost.
2. Three copies of the Final Design with opinion of probable construction cost.
3. Three copies of the revised Final Design with opinion of probable construction cost.
4. Three copies of the Final Plans and Specifications to the Contractor.
5. Two copies of the Construction Management Plan.
6. Two copies of approved shop drawings/submittals from the Contractor.
7. One hard copy set of Record Drawings.
8. Electronic files as requested.



## **2.14 Extra Work**

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Services after construction, such as warranty follow-up, operations support etc.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

## **2.15 Schedule**

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed.

## Appendix B

### Jack Brooks Regional Airport Runway 12-30 Marking Rehabilitation

#### FEE SUMMARY

<b>Title I Service</b>	<b>Estimated Fees</b>
Preliminary Design	\$ 49,100.00
Final Design	\$ 36,000.00
Bidding Services	\$ 14,875.00
<b>Subtotal for Title I Service</b>	<b>\$ 99,975.00</b>

## Appendix B

### Jack Brooks Regional Airport Runway 12-30 Marking Rehabilitation

#### PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-6	E-2	E-1
	hr	hr	hr
<b>1. Project Management</b>			
Administration and Coordination	16	4	
Quality Control Reviews	8	4	12
Submittals to Client	4	12	16
<b>Subtotal - Project Management</b>	<b>28</b>	<b>20</b>	<b>28</b>
<b>2. Civil Engineering</b>			
Pavement Inspection and Distress Map Creation	8	24	4
Preliminary Plans	4	4	4
Drawing List and Sheet Setup	6	6	5
General Drawings	6	0	6
CSPP	4	8	10
Details		12	6
Pavement Repair Sheets	1	12	8
Record Drawing Review	1	12	
Striping Plans			6
Develop Preliminary Technical Specifications and Modifications	2	8	
Opinion of Probable Construction Cost	2	2	8
Prepare and submit CSPP/7460 to FAA			6
Address Internal Review Comments		6	30
<b>Subtotal - Civil Engineering</b>	<b>34</b>	<b>94</b>	<b>93</b>
<b>Hours</b>	<b>62</b>	<b>114</b>	<b>121</b>
<b>Salary Costs</b>	\$16,864.00	\$14,592.00	\$13,431.00

**SUBTOTAL - SALARIES:** **\$44,887.00**

#### **DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$3,000.00
Postage/Freight/Courier	\$550.00
Computer Modeling/Software Use	\$163.00
Travel Costs	\$500.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$4,213.00**

**SUBTOTAL:** **\$49,100.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$49,100.00**

## Appendix B

### Jack Brooks Regional Airport Runway 12-30 Marking Rehabilitation

#### FINAL DESIGN

WORK TASK DESCRIPTION	E-6	E-2	E-1
	hr	hr	hr
<b>1. Project Management</b>			
Administration and Coordination	16	4	
Quality Control Reviews	8	4	12
Submittals to Client	4	8	24
<b>Subtotal - Project Management</b>	<b>28</b>	<b>16</b>	<b>36</b>
<b>2. Civil Engineering</b>			
Basemap Updates			4
Preliminary Plans	4	4	4
General Drawings Update	6	6	6
CSPP Updates	6	0	10
Details Updates		2	6
Pavement Repair Sheets Updates			10
Record Drawing Review	1	8	
Striping Plans Update	1		4
Update Technical Specifications and Develop Front Ends	2	8	
Opinion of Probable Construction Cost Update	2	2	6
Address Internal Review Comments		4	20
<b>Subtotal - Civil Engineering</b>	<b>22</b>	<b>34</b>	<b>70</b>
Hours	50	50	106
<b>Salary Costs</b>	\$13,600.00	\$6,400.00	\$11,766.00

**SUBTOTAL - SALARIES:** **\$31,766.00**

#### **DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$3,100.00
Postage/Freight/Courier	\$500.00
Computer Modeling/Software Use	\$134.00
Travel Costs	\$500.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$4,234.00**

**SUBTOTAL:** **\$36,000.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$36,000.00**

## Appendix B

## **Jack Brooks Regional Airport Runway 12-30 Marking Rehabilitation**

## **BIDDING SERVICES**

WORK TASK DESCRIPTION	E-6	E-2	E-1
	hr	hr	hr
<b>1. Project Management</b>			
Administration and Coordination	4		
Quality Control Reviews	4	2	
Submittals to Client	2	2	
<b>Subtotal - Project Management</b>	<b>10</b>	<b>4</b>	<b>0</b>
<b>2. Civil Engineering</b>			
Dispense plans and specs to prospective bidders	2	4	
Addendums/Inquiries	4	4	4
Pre-Bid Meeting	6	6	
Bid Opening	6		
Prepare bid tabulation	1	2	
Evaluate bids and recommend award	1	2	
Prepare construction contracts	1	4	
Notice to Proceed	1		
<b>Subtotal - Civil Engineering</b>	<b>22</b>	<b>22</b>	<b>4</b>

**Hours** **32** **26** **24**

**Salary Costs** \$8,704.00 \$3,328.00 \$444.00

**SUBTOTAL - SALARIES:** **\$12,476.00**

## **DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$1,975.00
Postage/Freight/Courier	\$184.00
Computer Modeling/Software Use	\$75.00
Travel Costs	\$165.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$2,399.00**

**SUBTOTAL:** **\$14,875.00**

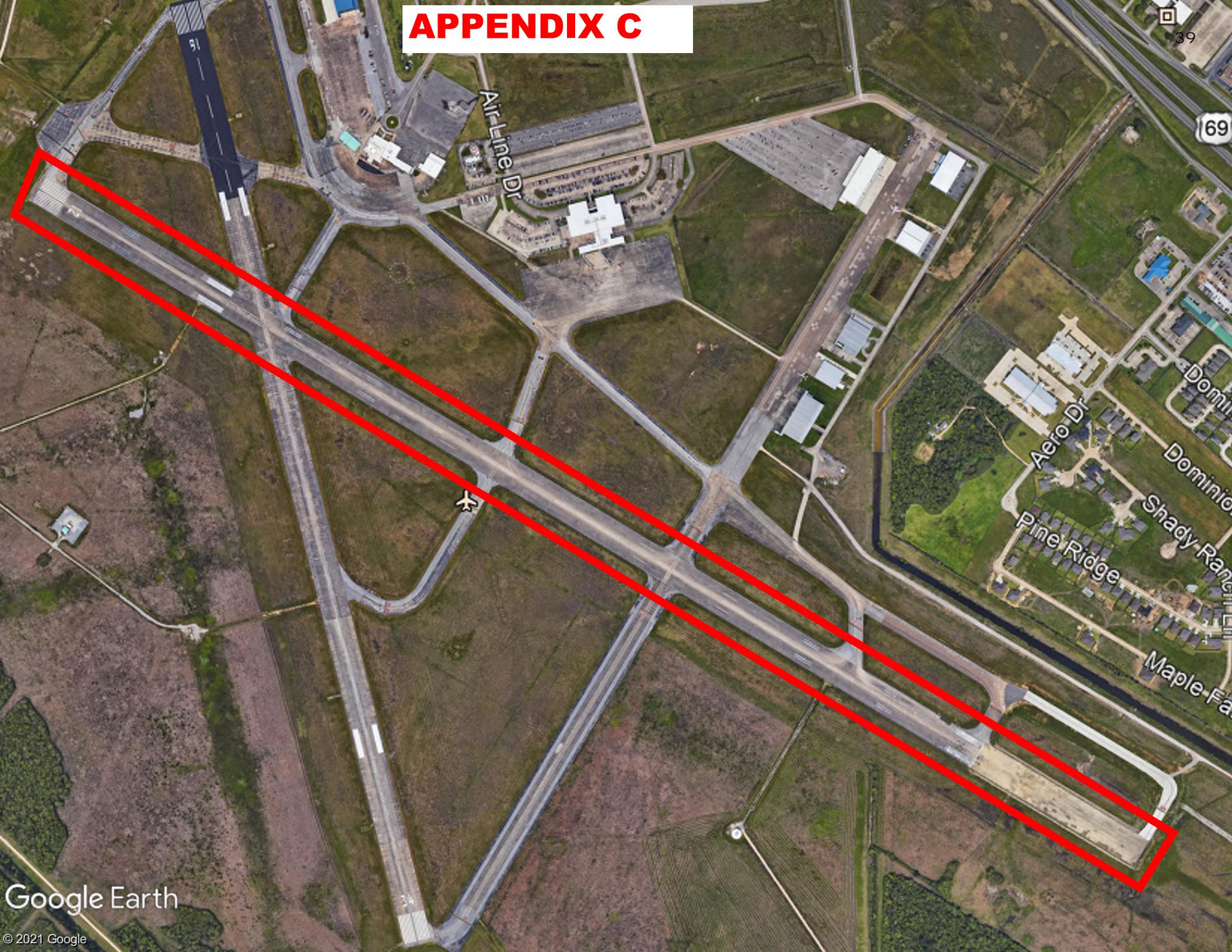
**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$14,875.00**

# APPENDIX C

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**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
JACK BROOKS REGIONAL AIRPORT  
Nederland, Texas  
Project No. 21A12502**

**CONTRACT AMENDMENT NO. 9**

This Contract Amendment No. 9, effective on the date last written below, shall amend the original contract between the **Jack Brooks Regional Airport of Jefferson County Texas** and **GARVER, LLC** in accordance with the provisions of the **MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES** dated **September 19, 2016**.

This Contract Amendment No. 9 adds professional services for the: Improvements to the Terminal HVAC at Jack Brooks Regional Airport

The original contract is hereby modified as follows:

**SECTION 1 – SCOPE OF SERVICES**

The Owner requests that Garver prepare design drawings and specifications and carry out bidding phase services for the improvements to the Terminal HVAC at Jack Brooks Regional Airport. See detailed scope of work in attached in Appendix A.

**SECTION 2 – PAYMENT**

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEES AMOUNT	FEES TYPE
Preliminary Design	\$35,350.00	LUMP SUM
Final Design	\$20,800.00	LUMP SUM
Issued for Bid (IFB)	\$10,150.00	LUMP SUM
Bidding Services	\$10,885.00	LUMP SUM
<b>TOTAL FEE</b>	<b>\$77,185.00</b>	

The lump sum amount to be paid under this agreement is \$77,185.00. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

**NET 30**

The Owner will pay GARVER on a ~~monthly~~ basis, based upon invoices submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. ~~Payments not received within 60 days of invoice will be subject to a one percent monthly simple interest charge.~~

As directed by the Owner, some billable work may have been performed by GARVER prior to execution



of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

### SECTION 3 – APPENDICES AND EXHIBITS

3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- 3.1.1 Exhibit A – Scope of Services
- 3.1.2 Exhibit B – Fee Summary

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*  
 Digitally signed by  
 Josh Crawford  
 Date: 2021.05.14  
 12:53:02-05'00'

Name: \_\_\_\_\_  
*Printed Name*

Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
*Texas Aviation Director*

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
*05/14/2021*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_  
*W. H. Brooks*



## EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Terminal HVAC at Jack Brooks Regional Airport. Improvements will consist primarily of replacing primary components of the heating, ventilation, and air conditioning improvements throughout the terminal with similar types of equipment.

Specifically, the project will include:

- Project Administration
- Design Services
  - 60% Preliminary Design
  - 100% Final Design
  - 100% Issued for Bid (IFB)
- Bidding Services

### A.1 Project Administration

Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

### A.2 Design Services

#### A.2.1 General

Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA and City of Beaumont Building Department, as necessary, to receive approval.

#### A.2.2 Owner / Agency Coordination

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

#### A.2.3 Quality Control

Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

Garver will complete a quality control review prior to any design submission to Owner and/or review agency. QC reviews will be completed by the design team and project manager. Internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.



#### A.2.4 Existing Conditions Review

##### A.2.4.1 *Record Document Review*

Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

##### A.2.4.2 *Site Visits*

Garver's mechanical or electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

#### A.2.5 HVAC Design

Garver will develop a detailed listing of the applicable HVAC design conditions (temperatures, air changes, relative humidity, wind speed and direction, etc.). Garver will provide HVAC design for renovated terminal HVAC systems including:

- Replacement of the existing air handlers AHU-1, AHU-2, AHU-3, & AHU-4
- Replacement of the existing Trane air cooled chiller which is currently inoperable.
- Replacement of the existing chilled water pump associated with the existing inoperable Trane air cooled chiller.
- Replacement of the existing Lochinvar heating water boiler and associated pumps.
- Replacement of exterior chilled water and heating water piping, piping insulation, and jacketing. New HVAC controls for new equipment compatible with existing Johnson Controls control system.

#### A.2.6 HVAC Load Calculations

Garver will perform HVAC load calculations. The HVAC load calculations will identify the peak requirements for heating, air conditioning, ventilation, humidification, and total air flow.

#### A.2.7 Electrical Design

Garver will perform all necessary electrical design associated with the HVAC modifications. This includes analysis of the existing and new equipment loads and panel capacity, and providing design for electrical provisions of new and replaced equipment.

#### A.2.8 Specifications and Contract Documents

##### A.2.8.1 *Technical Specifications*

Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

##### A.2.8.2 *Construction Contract Documents*

Garver will develop construction contract documents based on Owner provided general conditions and Garver standard contract, bidding, and other front-end documents. A specimen copy of the General



Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

**A.2.9 Quantities and Engineer's Opinion of Probable Cost.**

Garver will develop an Engineer's Opinion of Probable Cost. Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

**A.2.10 Design Services Submission and Meeting Summary**

The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

**A.2.10.1 *60% Preliminary Design***

Garver will develop 60% preliminary design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within two weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the 60% preliminary design plans, specifications, and engineer's report and to receive Owner comments and direction.

**A.2.10.2 *100% Final Design***

Garver will develop 100% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within two weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

**A.2.10.3 *100% Issued for Bid (IFB)***

Garver will develop 100% IFB plans and specifications and submit these to the Owner for review.

**A.3 **Bidding Services****

Garver will assist the Owner with the City's bidding process for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend a pre-bid conference. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.



Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

#### A.4 Project Deliverables

The following deliverables will be submitted to the parties identified below. See deliverable schedule below. All deliverables will also be available electronically in pdf format.

	Hardcopies to Airport	Hardcopies to City	Hardcopies to FAA
60% Preliminary Design	3 (half-size plans)	1(half-size plans)	Digital Only
100% Final Design	3(half-size plans)	1(half-size plans)	Digital Only
100% Issued for Bid (IFB)	3(half-size plans)	1(half-size plans)	Digital Only

#### A.5 Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Surveying services (property, topographic, etc.)
2. Geotechnical investigations and reporting.
3. Drainage studies.
4. Permitting fees, including, but not limited to, any state or municipal permitting costs. The Owner shall be responsible for all permit costs.
5. Environmental coordination.
6. Performing an airspace analysis and submittal of analysis to the FAA for approval, if necessary.
7. DBE coordination including development and update of Owner's DBE goals.
8. Development of a construction safety and phasing plan, including submittal of plan to the FAA, if necessary.
9. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
10. Deliverables beyond those listed herein.
11. Pavement Design beyond that furnished in the Geotechnical Report.
12. Design of any utility relocation.
13. Engineering, architectural, or other professional services beyond those listed herein.
14. Retaining walls or other significant structural design.
15. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
16. Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing.
17. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
18. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
19. Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
20. Design that would include changing the type of existing HVAC system.

#### A.6 Schedule



Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

## Exhibit B

### Jack Brooks Regional Airport Terminal HVAC Improvements

Description	Fee
60% Preliminary Design - Rev 1	\$ 35,350.00
100% Final Design - Rev 1	\$ 20,800.00
100% Issued For Bid (IFB) - Rev 1	\$ 10,150.00
Bidding	\$ 10,885.00
<b>Total</b>	<b>\$ 77,185.00</b>

**Exhibit B****Jack Brooks Regional Airport  
Terminal HVAC Improvements****60% Preliminary Design - Rev 1**

WORK TASK DESCRIPTION	E-5	E-4	E-3	D-1	T-1	X-2
	Engineer V	Engineer IV	Engineer III	Designer I / Engineer I	Technician I	Administrative II
	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>						
Project Administration	4	2				4
Coordination with Airport/FAA	4	1				
Coordination with City Departments for Permitting	2					
Preparation for and Attendance to Design Review Meeting (Virtual)	3	3				
Design Review Meeting Minutes		1				
Project Quality Control		4				
Front End Specifications			3			2
<b>Subtotal - Project Management</b>	<b>13</b>	<b>11</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>6</b>
<b>2. Electrical Engineering</b>						
As-built Review and Site Investigation			4			
Meeting with Owner Stakeholders			0			
Design Development HVAC Equipment Power Plans			6		6	
Design Development Electrical Details			2		4	
Design Development Electrical Specifications			4			2
Design Development Independent Technical Review		4				
Design Development Design Submittal			2		2	
Design Development Review Meeting			3			
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>4</b>	<b>21</b>	<b>0</b>	<b>12</b>	<b>2</b>
<b>3. Cost Estimating</b>						
Design Development Cost Estimate			6			
<b>Subtotal - Cost Estimating</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>4. Mechanical Engineering</b>						
As-built Review and Site Investigation			4			
Meeting with Owner Stakeholders			2			
HVAC Load Calculation & Analysis			6			
Ventilation Air Calculations			2			
Design Development HVAC Equipment Selection			4			
Design Development Air Distribution			1		1	
Design Development HVAC Piping			6		6	
Design Development HVAC Controls			12	4	4	
Design Development Mechanical Details			4	2	2	
Design Development Mechanical Schedules			6		4	
Design Development Mechanical Specifications			8			2
Design Development Independent Technical Review	4					
Design Development Design Submittal			2	2	2	
Design Development Review Meeting			3			
<b>Subtotal - Mechanical Engineering</b>	<b>4</b>	<b>0</b>	<b>60</b>	<b>8</b>	<b>19</b>	<b>2</b>

Hours	17	15	90	8	31	10
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<b>SUBTOTAL - SALARIES:</b>	<b>\$32,695.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$2,000.00
Travel Costs	\$655.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$2,655.00</b>
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<b>SUBTOTAL:</b>	<b>\$35,350.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$35,350.00</b>
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**Exhibit B****Jack Brooks Regional Airport  
Terminal HVAC Improvements****100% Final Design - Rev 1**

WORK TASK DESCRIPTION	E-5	E-4	E-3	D-1	T-1	X-2
	Engineer V	Engineer IV	Engineer III	Designer I / Engineer I	Technician I	Administrative II
	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>						
Project Administration	4	2				
Coordination with Airport/FAA	4	1				
Coordination with City Departments for Permitting and Purchasing	2	1				
Weekly Internal Design Coordination Meeting (teleconference)						
Preparation for and Attendance to 100% Design Review Meeting (Includes Travel Time)	2	2				
Project Quality Control		2				
Design Review Meeting Minutes		1				
Front End Specifications		1				1
<b>Subtotal - Project Management</b>	<b>12</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>2. Electrical Engineering</b>						
100% Design HVAC Equipment Power Plans			4		4	
100% Design Electrical Details			2		2	
100% Design Electrical Specifications			1			1
100% Design Independent Technical Review	4					
100% Design Submittal			2		2	
100% Design Review Meeting			2			
<b>Subtotal - Electrical Engineering</b>	<b>4</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>8</b>	<b>1</b>
<b>4. Mechanical Engineering</b>						
100% Design HVAC Equipment Selection			4			
100% Design Air Distribution			1		1	
100% Design HVAC Piping			2	2	1	
100% Design HVAC Controls			2		2	
100% Design Mechanical Details			2	2		
100% Design Mechanical Schedules			2			
100% Design Mechanical Specifications			1			8
100% Design Independent Technical Review	4					
100% Design Submittal			4	2	2	
100% Design Review Meeting			2			
<b>Subtotal - Mechanical Engineering</b>	<b>4</b>	<b>0</b>	<b>20</b>	<b>6</b>	<b>6</b>	<b>8</b>

Hours	20	10	31	6	14	10
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<b>SUBTOTAL - SALARIES:</b>	<b>\$18,138.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$2,000.00
Travel Costs	\$662.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$2,662.00</b>
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<b>SUBTOTAL:</b>	<b>\$20,800.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$20,800.00</b>
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**Exhibit B****Jack Brooks Regional Airport  
Terminal HVAC Improvements****100% Issued For Bid (IFB) - Rev 1**

WORK TASK DESCRIPTION	E-5	E-4	E-3	D-1	T-1	X-2
	Engineer V	Engineer IV	Engineer III	Designer I / Engineer I	Technican I	Administrative II
	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>						
Project Administration	2	1				
Coordination with Airport/FAA	2	1				
Coordination with City Departments	2	1				
Weekly Internal Design Coordination Meeting (teleconference)						
Final Production Coordination of Submittal		1				2
<b>Subtotal - Project Management</b>	<b>6</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>2. Electrical Engineering</b>						
Issued for Bid Design Final Review Set			2		1	
Issued for Bid Design Submittal Independent Technical Review	1					
Issued for Bid Design Submittal			1		1	
<b>Subtotal - Electrical Engineering</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>0</b>
<b>3. Cost Estimating</b>						
Issued for Bid Cost Estimate			4			
<b>Subtotal - Cost Estimating</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>4. Mechanical Engineering</b>						
Issued for Bid Design Final Review Set			4	2	2	
Issued for Bid Design Submittal Independent Technical Review	2					
Issued for Bid Design Submittal			2	2	2	4
<b>Subtotal - Mechanical Engineering</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>4</b>	<b>4</b>	<b>4</b>

Hours	9	4	13	4	6	6
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<b>SUBTOTAL - SALARIES:</b>	<b>\$8,150.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$2,000.00
Travel Costs	\$0.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$2,000.00</b>
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<b>SUBTOTAL:</b>	<b>\$10,150.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$10,150.00</b>
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## Exhibit B

### Jack Brooks Regional Airport Terminal HVAC Improvements

#### Bidding Services - Rev 1

WORK TASK DESCRIPTION	E-5	E-4	E-3	D-1	T-1	X-2
	Engineer V	Engineer IV	Engineer III	Designer I / Engineer I	Technican I	Administrative II
	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>						
Administrative and Invoicing	4					1
Research Prospective Bidders and Document			1			
Prepare for Pre-Bid Meeting Presentation	2	1				1
Attend Pre-Bid Meeting	6	2				
Attend Bid Opening (Virtual)	2	1				
Prepare Bid Tabulation			1			
Evaluate Bids			2			
Meet with Airport Staff for Bid Evaluation (teleconference)	1	1				
Prepare Recommendation of Award			1			
<b>Subtotal - Project Management</b>	<b>15</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>2. Electrical Engineering</b>						
Addendum			2			
RFI			2			
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>4. Mechanical Engineering</b>						
Addendum			4	2	2	
Attend Pre-Bid Meeting			2			
RFI			4			
<b>Subtotal - Mechanical Engineering</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>2</b>	<b>2</b>	<b>0</b>

Hours	15	5	19	2	2	2
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<b>SUBTOTAL - SALARIES:</b>	<b>\$10,233.00</b>
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#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	
Travel Costs	\$652.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$652.00</b>
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<b>SUBTOTAL:</b>	<b>\$10,885.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$10,885.00</b>
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May 24, 2021

Alex Rupp, Airport Manager  
**Jack Brooks Regional Airport**  
 5000 Jerry Ware Drive Suite 100, Beaumont TX 77705  
 Telephone 409-719-4900 Fax 409-722-2830

Subject:      Proposal for the design of the BPT Fuel Farm pavement repairs / concrete  
 panel replacements  
 Proposal No. 2021-05-1077

Dear Mr. Rupp (Alex),

The Solco Group, LLC is pleased to submit our proposal to provide aviation advisory services for Jack Brooks Regional Airport and to assist your team with the design of the fuel farm pavement repairs. We propose to offer the following:

### **1.0 Quote for Services**

We will provide professional engineering design services for the Fuel Farm pavement repairs and panel replacement. This includes preparing the design review and final design plans and specifications, engineers cost estimates, construction phasing, bidding support services, and on-site project representation.

The total estimated time for the professional services is 90 days which includes the time for laboratory testing, project design, procurement and bidding services, notice-to-proceed, and construction oversight. **The total *not-to-exceed* contract fee for the design and project management for the Fuel Farm pavement repairs is \$16,986.00.**

### **2.0 Scope of Services**

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

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

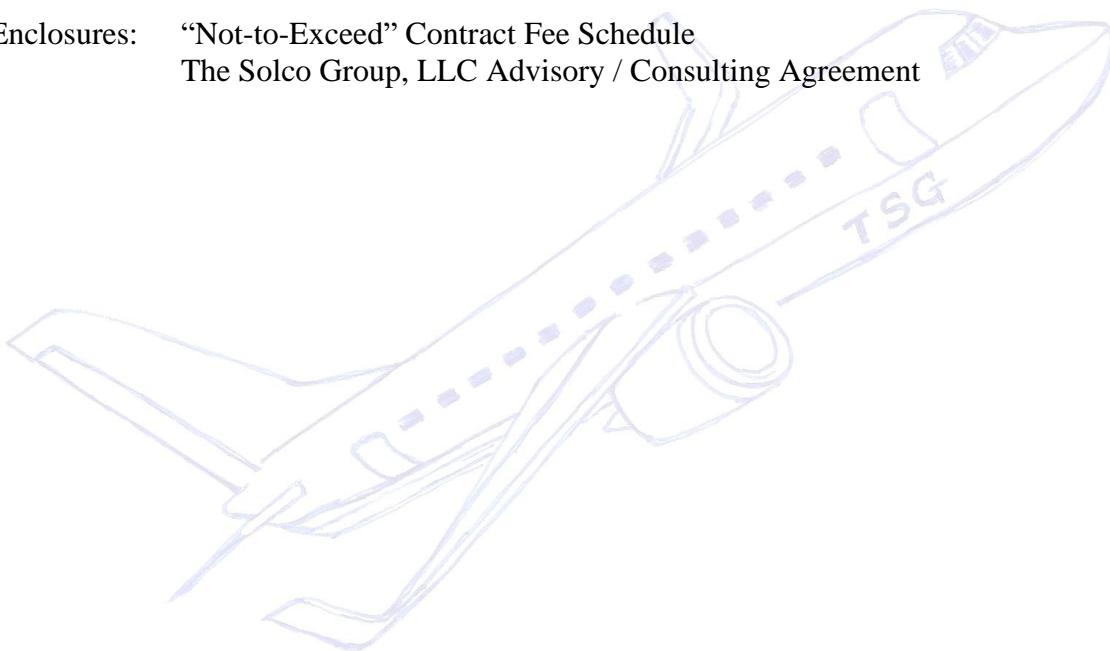


All other applicable services and agreements are explained in THE SOLCO GROUP, LLC ADVISORY / CONSULTING AGREEMENT enclosed with this letter. Thank you for your consideration!

Respectfully Submitted,

Kelvin L. Solco, P.E. MBA  
CEO / President  
The Solco Group, LLC

Enclosures: "Not-to-Exceed" Contract Fee Schedule  
The Solco Group, LLC Advisory / Consulting Agreement





## “Not-to-Exceed” Contract Fee Schedule

Tasks	Principal - Lead Program Manager	Project Engineer	Clerical	CADD Services
<b>PRE-BID</b>				
Preliminary engineering report				
Preliminary design				
Review of testing reports				
Final design				
CAD Drawings				
Pre-bid salary costs				
<b>POST-BID</b>				
Bid services support				
On-site project representation				
Final inspection				
As-built drawings				
Close-out				
Post bid salary costs	\$1,980.00	\$4,050.00	\$204.00	\$576.00
<b>Engineering Services (pre-bid)</b>				<b>\$10,176.00</b>
<b>Engineering Services (post-bid)</b>				<b>\$6,810.00</b>
<b>Total</b>				<b>\$16,986.00</b>

Notes:

1. (\*) Recommended minimum *not-to-exceed* contract amount.
2. (\*\*) For decision making and estimating purposes only.
3. If additional fees are needed for TSG affiliates, additional costs may be added at rates to be determined and presented to the client in advance.



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

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

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



The CLIENT Specific project title: Proposal for the design of the BPT Fuel Farm Pavement Repairs

TSG File #: Proposal No. 2021-05-1077

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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

(Client) Print Name: Jeff R. Branick

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

(Client) Title: \_\_\_\_\_

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

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

(TSG LLC) Signature: \_\_\_\_\_

(TSG LLC) Title: \_\_\_\_\_

Thank you for allowing us to serve you!



***“Planning is our Passion, Engineering is our Experience, Research is our Responsibility, and Consultancy is our Commitment”. - Kelvin***



May 24, 2021

Alex Rupp, Airport Manager  
**Jack Brooks Regional Airport**  
 5000 Jerry Ware Drive Suite 100, Beaumont TX 77705  
 Telephone 409-719-4900 Fax 409-722-2830

Subject: Proposal for design services for the reconstruction of the BPT Airport  
 Terminal Service Road  
 Proposal No. 2021-05-1079

Dear Mr. Rupp (Alex),

The Solco Group, LLC is pleased to submit our proposal to provide aviation advisory services for Jack Brooks Regional Airport and to assist your team with design services for the Reconstruction of the BPT Airport Terminal Service Road. We propose to offer the following:

### 1.0 Quote for Services

We will provide professional engineering design services for the reconstruction of the BPT Airport Terminal Service Road. This includes preparing the design review and final design plans and specifications, engineers cost estimates, construction phasing, bidding support services, and on-site project representation.

The total estimated time for the professional services is 90 days which includes the time for laboratory testing, project design, procurement, and bidding services, notice-to-proceed, and construction oversight. **The total *not-to-exceed* contract fee design services for the Reconstruction of the BPT Airport Terminal Service Road is \$35,770.00.**

### 2.0 Scope of Services

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

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



All other applicable services and agreements are explained in THE SOLCO GROUP, LLC ADVISORY / CONSULTING AGREEMENT enclosed with this letter. Thank you for your consideration!

Respectfully Submitted,

Kelvin L. Solco, P.E. MBA  
CEO / President  
The Solco Group, LLC

Enclosures: "Not-to-Exceed" Contract Fee Schedule  
The Solco Group, LLC Advisory / Consulting Agreement





## RFP Development “Not-to-Exceed” Contract Fee Schedule

Design services for the Reconstruction of the BPT Airport Terminal Service Road - Tasks	Project Principal	Project Engineer	Clerical	Resident Project Representation
Project layout and design				
Grading plan and profile				
Project specifications				
Engineers cost estimates				
Bidding Services				
Construction Administration				
Drawing reproduction costs				
Subconsultant fees				
Geotechnical Investigation Services				
Topographical Survey Services				
<b>Total</b>				<b>\$35,770.00</b>

Notes:

1. (\*) Recommended minimum *not-to-exceed* contract amount.
2. (\*\*) For decision making and estimating purposes only.
3. If additional fees are needed for TSG affiliates, additional costs may be added at rates to be determined and presented to the client in advance.



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

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

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



The CLIENT Specific project title: Proposal for design services for the reconstruction of the BPT Airport Terminal Service Road

TSG File #: Proposal No. 2021-05-1077

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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

(Client) Print Name: Jeff R. Branick

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

(Client) Title: \_\_\_\_\_

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

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

(TSG LLC) Signature: \_\_\_\_\_

(TSG LLC) Title: \_\_\_\_\_

Thank you for allowing us to serve you!

**"Planning is our Passion, Engineering is our Experience, Research is our Responsibility, and Consultancy is our Commitment". - Kelvin**



May 24, 2021

Alex Rupp, Airport Manager  
**Jack Brooks Regional Airport**  
 5000 Jerry Ware Drive Suite 100, Beaumont TX 77705  
 Telephone 409-719-4900 Fax 409-722-2830

Subject: Proposal for Professional Advisory Services and an Independent Fee Estimate / Analysis for BPT Airport Drainage Analysis and Design

Proposal No. 2021-05-1078

Dear Mr. Rupp (Alex),

The Solco Group, LLC is pleased to submit our proposal to provide aviation advisory services for Jack Brooks Regional Airport (BPT) to assist your team by developing an Independent Fee Analysis and Independent Fee Estimate (IFE) for the BPT airport drainage analysis and design project. We propose to offer the following:

### **1.0 Quote for Services**

The Solco Group, LLC (TSG) will prepare an Independent Fee Estimate (IFE) for the Jack Brooks Regional Airport BPT airport drainage analysis and design. **The total Not-to-exceed contract fee for this service is \$3,957.00.**

### **2.0 Scope of Services**

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

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

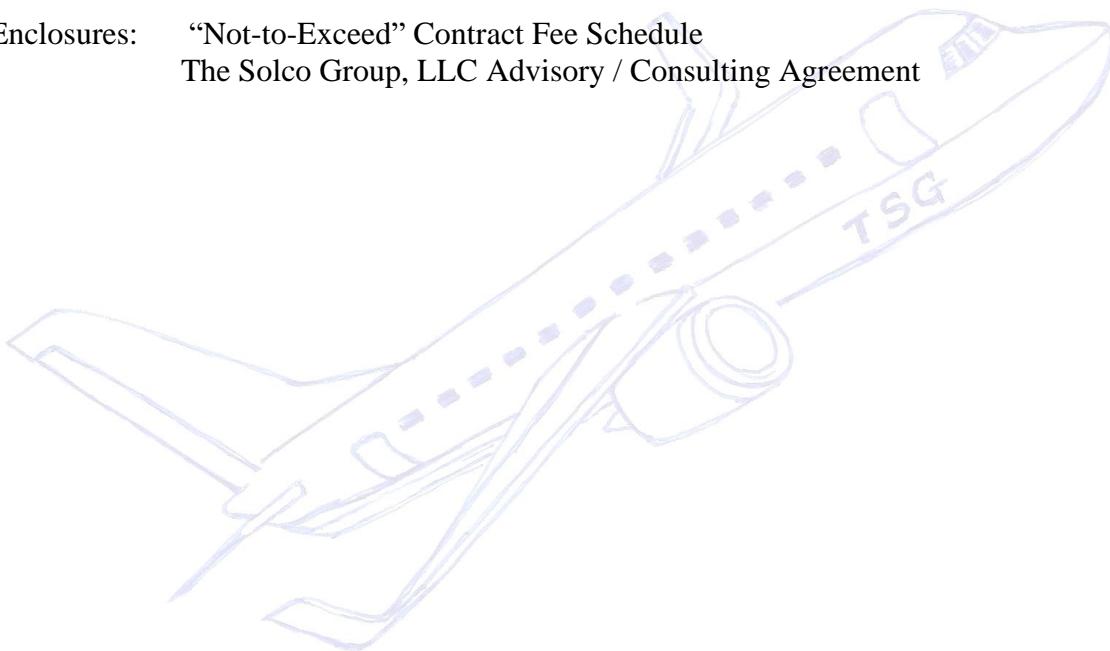


All other applicable services and agreements are explained in THE SOLCO GROUP, LLC ADVISORY / CONSULTING AGREEMENT enclosed with this letter. Thank you for your consideration!

Respectfully Submitted,

Kelvin L. Solco, P.E. MBA  
CEO / President  
The Solco Group, LLC

Enclosures: "Not-to-Exceed" Contract Fee Schedule  
The Solco Group, LLC Advisory / Consulting Agreement





## **“Not-to-Exceed” Contract Fee Schedule**

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

<b>Independent Fee Analysis / Estimate for BPT Airport drainage analysis and design</b>	<b>Principal / Project MGR</b>	<b>Technical / Clerical</b>	<b>Totals</b>
Initial scope review			
Prepare initial spreadsheets			
Conduct research / data collection			
Complete calculations			
Prepare initial IFA			
Consultation and negotiations			
Prepare final IFA / IFE			
<b>Total Direct Costs</b>	<b>\$ 3,750.00</b>	<b>\$ 207.00</b>	<b>\$ 3,957.00</b>
<b>Total Fee for Services</b>			<b>\$ 3,957.00</b>

Notes:

1. (\*) Recommended minimum *not-to-exceed* contract amount.
2. (\*\*) For decision making and estimating purposes only.
3. If additional fees are needed for TSG affiliates additional costs may be added at rates to be determined and presented to the client in advance.



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3. The CLIENT agrees to provide TSG a signed contract for the *not-to-exceed* (NTE) fee as identified on the TSG fee schedule, prior to utilizing TSG services on any specific project for which TSG services may be desired. Budget limits for TSG services or billing constraints must be communicated to TSG. Receipt of this agreement signed by the CLIENT shall bind this agreement. Once the NTE agreed amount is reached, a new contract as well as a contract addendum can be developed and negotiated and mutually agreed upon by the CLIENT and TSG.
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5. The CLIENT understands the TSG invoice terms are due (30) thirty calendar days from the date the invoice has been received. Invoices will be faxed or sent by e-mail unless the original is requested.
6. The CLIENT acknowledges the use of "*The Solco Group, LLC*" name in any manner is not authorized unless this signed agreement is returned to TSG, subject to privacy laws.
7. The CLIENT is responsible for payment of services rendered as stipulated in this agreement.


**THE SOLCO GROUP, LLC**

AVIATION and TRANSPORTATION PLANNING / ENGINEERING / RESEARCH / CONSULTING

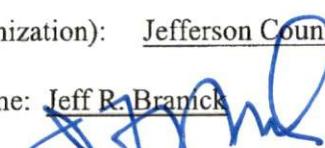
The CLIENT Specific project title: Proposal for Independent Fee Estimate / Analysis for BPT airport drainage analysis and design

TSG File #: Proposal No. 2021-05-1078

Agreed to this 1<sup>st</sup> day of JUNE, 2021

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

(Client) Print Name: Jeff R. Branick

(Client) Signature: 

(Client) Title: Jefferson County Judge

Anticipated date to Start Work: per County notification / PO issuance

Anticipated project duration (days): (14) days

(TSG LLC) Signature: 

(TSG LLC) Title: PRESIDENT / CEO

Thank you for allowing us to serve you!



**"Planning is our Passion, Engineering is our  
Experience, Research is our Responsibility, and Consultancy is  
our Commitment". - Kelvin**



ATTEST  
DATE



6/1/2021, County Clerk



JOC 21-036/DC 67

Mailing Address:

P.O. Box 20658

Beaumont, Texas 77720-0658

May 14, 2021

Greg Keller  
Jefferson County  
1149 Pearl  
Beaumont, TX 77701

(409) 842-8181

(409) 842-2274

setex@setexconstruction.com

setexconstruction.com

General Contracting

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

- Saw cut Concrete sidewalk and asphalt parking lot to allow for excavation.
- Excavate to a depth adequate to access hot water lines.
- Replace 5" hot water line and hot water return.
- Including 6) 90's
- Insulate as necessary to match existing.
- Backfill
- Repair concrete and asphalt.
- Clean up and dispose of debris.

Proposal Cost	\$ 31,935.11
Bond (if applicable)	\$ 798.38
<b>Total Price</b>	<b>\$ 32,733.49</b>

**Exclusions:**

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

We estimate approximately **fifteen (15)** working days to complete upon material delivery.

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

Respectfully submitted,  
**SETEX Facilities & Maintenance, LLC.**

Michael Waidley  
Division Manager

cc: SETEX/file  
21-0081



**JEFFERSON COUNTY, TEXAS**

**Jeff Branick, County Judge**

ATTEST:

Theresa Goodness  
Interim County Clerk



**Preliminary Estimate, by line item**  
**Michael Waidley**  
**SETEX Facilities and Maintenance, LLC**  
**20/017MR-17 - 2020 Choice Partners (JOC - IDIQ) Normal - Basic Contract**  
**Year - 2/26/2020 to 2/25/2021**  
**JC HVAC Hot Water Dist Piping Repairs - 21-0081**

**Estimator: Michael Waidley**

**Division Summary (MF04)**

01 - General Requirements	\$14,341.55	26 - Electrical
02 - Existing Conditions	\$850.00	27 - Communications
03 - Concrete	\$1,424.40	28 - Electronic Safety and Security
04 - Masonry	\$233.00	31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection	\$232.00	34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing	\$1,270.00	FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		<b>MF04 Total (Without totalling components)</b>
25 - Integrated Automation		<b>\$42,065.83</b>
<b>Totaling Components</b>		
Priced Line Items	\$42,065.83	Nonpriced Line Items
RSMeans BEAUMONT, TX CCI 2021Q2, 85.30%	\$(6,183.68)	2020 Choice Partners JOC - IDIQ Normal (-11.0000 %)
<b>Material, Labor, and Equipment Totals (No Totalling Components)</b>		
Material:	\$19,071.85	
Labor:	\$16,651.46	\$42,065.83
Equipment:	\$6,342.52	\$0.00
Other:	\$0.00	0.00%
Laborhours:	151.59	
Green Line Items:0	\$0.00	
<b>Grand Total</b>		<b>\$31,935.11</b>

# Preliminary Estimate, by line item

**Estimator: Michael Waidley**

**Combined estimates...**

Item	Description	UW	Quantity	Unit Cost	Total	Book
<b>01 - General Requirements</b>						
1 01-31-13-20-0260	Field personnel, superintendent, average	Week	1.0000	\$3,725.00	\$3,725.00	RSM21FAC L, O&P P
2 01-54-16-50-0100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use	Week	1.0000	\$5,375.00	\$5,375.00	RSM21FAC L, E, O&P P
3 01-54-33-20-0120-1	Hourly operating cost for rent excavator diesel hydraulic crawler mounted 5/8 CY Ea. capacity		20.0000	\$32.23	\$644.60	RSM21FAC E, O&P P
4 01-54-33-20-0120-3	Rent per week for rent excavator diesel hydraulic crawler mounted 5/8 CY	Ea.	1.0000	\$2,036.95	\$2,036.95	RSM21FAC E, O&P P
5 01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer		2.0000	\$360.00	\$720.00	RSM21FAC L, E, O&P P
6 01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$920.00	\$1,840.00	RSM21FAC L, E, O&P P
<b>01 - General Requirements Total</b>						<b>\$14,341.55</b>
<b>02 - Existing Conditions</b>						
7 02-41-19-19-0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	1.0000	\$850.00	\$850.00	RSM21FAC M, L, E, O&P P
<b>02 - Existing Conditions Total</b>						<b>\$850.00</b>
<b>03 - Concrete</b>						
8 03-81-13-50-0500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time	L.F.		32.0000	\$3.27	\$104.64 RSM21FAC M, L, E, O&P P
	12+12+4+4 = 32.00					
9 03-81-13-50-0500-0520	Concrete sawing, concrete existing slab, rod reinforced, for each additional inch of depth over 3", includes blade cost, layout and set up time (Modified using 03-81-13-50-0520)	L.F.		64.0000	\$1.09	\$69.76 RSM21FAC (12+12+4+4)*2 = 64.00 M, L, E, O&P P
10 03-81-13-50-0590	Selective demolition, concrete slab cutting/sawing, minimum labor/equipment charge	Job	1.0000	\$1,250.00	\$1,250.00	RSM21FAC L, E, O&P P
<b>03 - Concrete Total</b>						<b>\$1,424.40</b>
<b>04 - Masonry</b>						
11 04-05-05-10-9000	Selective demolition, masonry, minimum labor/equipment charge	Job	1.0000	\$283.00	\$283.00	RSM21FAC L, O&P P
<b>04 - Masonry Total</b>						<b>\$283.00</b>

## Preliminary Estimate, by line item

Combined estimates...						
Item	Description	U/M	Quantity	Unit Cost	Total	Book
<b>07 - Thermal and Moisture Protection</b>						
12	07-42-13-30-9000	Steel siding, minimum labor/equipment charge				
					\$232.00	RSM21FAC L, O&P
					\$232.00	P
	<b>07 - Thermal and Moisture Protection Total</b>				<b>\$232.00</b>	
<b>22 - Plumbing</b>						
13	22-11-19-34-0220	Sleeve, pipe, steel with water stop, 12" long, 12" diam. for 8" carrier pipe, includes link seal	Job	1.0000	\$232.00	\$232.00 RSM21FAC L, O&P
	<b>22 - Plumbing Total</b>				<b>\$1,270.00</b>	
<b>31 - Earthwork</b>						
14	31-23-16-13-5090	Excavating, trench or continuous footing, loam or sandy clay, 5/8 C.Y. excavator, B.C.Y. 4' to 6' deep, excludes sheeting or dewatering ((6+14)*4)/27 = 2.96	Ea.	2.9630	\$7.25	\$21.48 RSM21FAC L, E, O&P
15	31-23-23-16-0200	Fill by borrow and utility bedding, for pipe and conduit, sand, dead or bank, excludes compaction (((6+14)*4)/27)*1.4 = 4.15	L.C.Y.	4.1481	\$34.00	\$141.04 RSM21FAC M, L, E, O&P
16	31-23-23-23-5900	Compaction, minimum labor/equipment charge	Job	1.0000	\$141.00	\$141.00 RSM21FAC L, O&P
17	31-32-13-16-1360	Cement soil stabilization, 12% mix, by volume, 12" deep, includes scarifying and S.Y. compaction ((6+14)*1)*9 = 2.22		2.2222	\$25.00	\$55.56 RSM21FAC M, L, E, O&P
	<b>31 - Earthwork Total</b>				<b>\$359.08</b>	
<b>33 - Utilities</b>						
18	33-61-13-20-0730	Underground hydronic energy distribution, pipe conduit prefabricated, polyurethane insulated system, black steel service pipe, standard weight 1/2", insulation, 250 degree F, maximum temperature, 4" diam. pipe size, excl trenching, fittings or crane	L.F.	40.0000	\$287.00	\$11,480.00 RSM21FAC M, L, E, O&P
19	33-61-13-20-0980	Underground hydronic energy distribution, pipe conduit prefabricated, polyurethane insulated system, excl trenching, fittings or crane, add for 2" thick insulation (Modified using 33-61-13-20-0980)	L.F.	40.0000	\$38.80	\$1,552.00 RSM21FAC M, O&P
20	33-61-13-20-2100	Underground hydronic energy distribution, pipe conduit prefabricated, polyurethane insulated system, elbow, for system, 90 degree or 45 degree, 4" diameter pipe size, excl trenching, or crane	Ea.	4.0000	\$2,025.00	\$8,100.00 RSM21FAC M, L, E, O&P
21	33-61-13-20-2100-2260	Underground hydronic energy distribution, pipe conduit prefabricated, polyurethane insulated system, elbow, for system, 90 degree, excl trenching, or crane, add (Modified using 33-61-13-20-2260)	Ea.	4.0000	\$331.25	\$1,325.00 RSM21FAC M, O&P

## Preliminary Estimate, by line item

**Estimator: Michael Waidley**  
**33 - Utilities**  
**Item**      **Description**      **UM**      **Quantity**      **Unit Cost**      **Total**      **Book**

Combined estimates...						
<b>33 - Utilities Total</b>						
<b>Trades</b>						
22 CLAM	Common Maintenance Laborer - 2021 RSMeans Facilities O&P Rate Used for Pump Operator for the Remaining Day for 5 Days $8 \times 2 = 16.00$	Hour	16.0000	\$53.05	\$848.80	Trades L, O&P P
	<b>Trades Total</b>				\$848.80	
				<b>Estimate Grand Total</b>		
				<b>31,935.11</b>		



# Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 1st day of June, 2021, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following resolution was adopted.

**WHEREAS, David S. Werner**, has devoted 30 years of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, David S. Werner**, has served dutifully, dedicated his talents and pledged his services as a Peace officer in Jefferson County Constable's Office; and

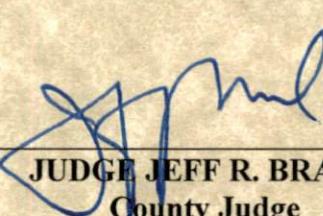
**WHEREAS, David S. Werner**, has pledged his services as a Lieutenant Deputy Constable, making an outstanding contribution to law enforcement in Jefferson County, serving as a Peace Officer.

**WHEREAS, David S. Werner**, received the Employee Excellence Award in 2014 for his integrity, professionalism, self-motivation and dedication. **David S. Werner**, has earned the respect of his colleagues and the citizens of Jefferson County; and

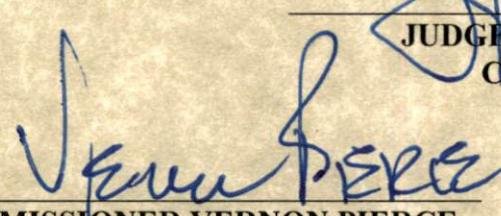
**WHEREAS, David S. Werner**, having made a significant contribution to the Jefferson County Constable's Office, **David S. Werner**, is recognized for this unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **David S. Werner** for his dedicated service as an valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 1<sup>st</sup> day of June 2021.

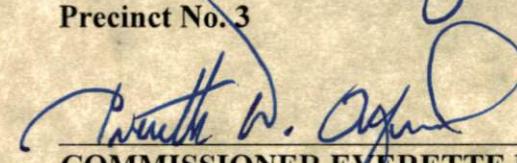
  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
COMMISSIONER DARRELL W. BUSH  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**AGENDA ITEM****June 1, 2021**

Consider, possibly approve and authorize the County Judge to execute, receive and file a Lease Amendment between Jefferson County and Crawford Hughes Operating Company. This amendment cancels their surface use agreement for approx. 2.3 acres of Airport property located behind the Mosquito Control Buildings.

**FIRST AMENDMENT TO SURFACE USE AGREEMENT**

<b>STATE OF TEXAS</b>	§
	§
<b>COUNTY OF JEFFERSON</b>	§

This FIRST AMENDMENT TO SURFACE USE AGREEMENT (the "Amendment") is made and entered into this 22 day of April, 2021, by and between **JEFFERSON COUNTY**, a political subdivision of the State of Texas ("Surface Owner"), and **CRAWFORD HUGHES OPERATING COMPANY**, a corporation ("Operator"), whose address is 770 South Post Oak Lane, Suite 520, Houston, Texas 77056.

WHEREAS, on June 24, 2008, the Surface Owner and Operator executed a Surface Use Agreement whereby the Surface Owner granted, leased, and let exclusively unto the Operator, for the purposes of an oil and gas well drillsite and production site, and related surface operations, 2.3717 acres of land, more or less, out of the William Carroll Survey, A-13, Jefferson County, Texas, depicted as the "Drilling and Production Pad Site" (herein, the "Pad Site") on the plat attached hereto as Exhibit A and made a part of this Amendment (the "Surface Use Lands");

WHEREAS, there has been no production from the oil and gas wells located on the Surface Use Lands since March 2016;

WHEREAS, Operator has initiated the process to plug and abandon the four wells located on the Surface Use Lands, along with the associated production facilities and tank battery;

WHEREAS, the parties desire to amend the Surface Use Agreement as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual agreements contained in this instrument, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Surface Use Agreement as follows:

1. Operator shall pay to Surface Owner a total of \$23,245.02 in full and final satisfaction of all amounts due to Surface Owner under the Surface Use

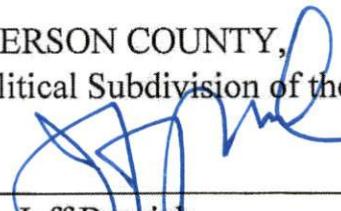
Agreement, including without limitation, any rentals and other amounts set forth in paragraphs 12 – 13 of the Surface Use Agreement.

2. Surface Owner agrees that Operator and its affiliates shall have no further obligation to pay rentals or other amounts under the Surface Use Agreement, and Surface Owner hereby waives the right to receive any future rentals or other amounts from Operator under the Surface Use Agreement.
3. Surface Owner and Operator agree to execute and record a Memorandum of First Amendment to Surface Use Agreement in lieu of recording this instrument in its entirety, in a form acceptable to both parties.
4. Unless expressly amended herein, all other terms of the Surface Use Agreement shall remain in force and effect.

IN WITNESS WHEREOF, this Amendment is executed as of April 22, 2021.

**SURFACE OWNER:**

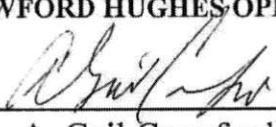
JEFFERSON COUNTY,  
A Political Subdivision of the State of Texas

By:   
Jeff Branick  
County Judge



**OPERATOR:**

CRAWFORD HUGHES OPERATING COMPANY

  
By: A. Gail Crawford

**President**

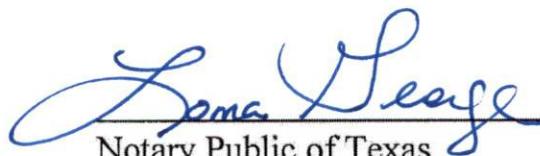
STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

This instrument was acknowledged before me on this 1<sup>st</sup> day of June, 2021, by JEFFER BRANICK, County Judge of Jefferson County, Texas, a political subdivision of the State of Texas, on behalf of said Jefferson County, Texas.

Notary Public of Texas

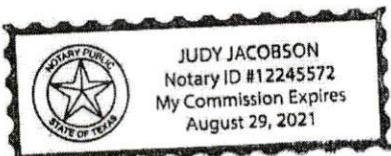
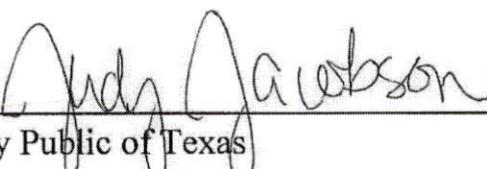
STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this 20<sup>th</sup> day of April, 2021, by A. Gail Crawford, President of CRAWFORD HUGHES OPERATING COMPANY, on behalf of said corporation.

Notary Public of Texas





**BOB WORTHAM**  
CRIMINAL DISTRICT ATTORNEY

<b>PAT KNAUTH</b> First Assistant	<b>Jefferson County Courthouse</b> 1085 Pearl Street, 3 <sup>rd</sup> Floor Beaumont, Texas 77701 (409) 835-8550 FAX (409) 784-5893	<b>KATHLEEN M. KENNEDY</b> Civil Chief
<b>ASHLEY MOLFINO</b> Criminal Chief		<b>RANDI KING</b> Family Chief
<b>WAYLN THOMPSON</b> Appellate Chief		<b>JAMES ARCENEAUX</b> Chief Investigator
<b>CORY KNEELAND</b> Chief of Intake		

Date: May 25, 2021  
District Attorney's Office

Please transfer \$4,582.08 from our Regular Office Supply Account Number 120-2030-412-3078 to our Capital Computer Account Number 120-2030-412-6002.

We are requesting that the amount of \$4,582.08 be transferred from account 120-2030-412-3078 to 120-2030-412-6002 to purchase a handheld police radio. This quote includes the radio, battery, antenna, and programming.

  
\_\_\_\_\_  
**PATRICK W. KNAUTH**



QUOTE-1446255  
APX6000 DA Office

Billing Address:  
JEFFERSON COUNTY  
PURCHASING DEPT  
1149 PEARL ST  
BEAUMONT, TX 77701  
US

Shipping Address:  
JEFFERSON COUNTY  
PURCHASING DEPT  
1001 PEARL ST  
BEAUMONT, TX 77701  
US

Quote Date:05/21/2021  
Expiration Date:06/30/2021  
Quote Created By:  
Mike Wise  
mike.wise@bearcom.com  
4098421776

End Customer:  
JEFFERSON COUNTY PURCHASING  
DEPT  
James Arceneaux  
jarceneaux@co.jefferson.tx.us  
409.790.3815

Contract: 17724 - HGAC (TX)

Line #	Item Number	Description	Qty	Contract Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H9BUCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	1	\$2,208.98	\$2,208.98	\$2,208.98
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	\$3.65	\$3.65	\$3.65
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	1	\$219.00	\$219.00	\$219.00
1d	H38BT	ADD: SMARTZONE OPERATION	1	\$876.00	\$876.00	\$876.00
1e	HA00025AH	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	1	\$459.00	\$459.00	\$459.00
1f	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1	\$375.95	\$375.95	\$375.95
2	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	1	\$109.50	\$109.50	\$109.50
3	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	1	\$140.25	\$140.25	\$140.25
4	LSV00Q00202A	DEVICE PROGRAMMING	1	\$90.00	\$90.00	\$90.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.





QUOTE-1446255  
APX6000 DA Office

Line #	Item Number	Description	Qty	Contract Price	Sale Price	Ext. Sale Price
5	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	1	\$99.75	\$99.75	\$99.75

Grand Total

\$4,582.08(USD)

Notes:

- H-GAC contract RA05-18



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



## Purchase Order Checklist

**Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)**

**PO Number/ Contract Number**

**PO Date**

**Vendor = Motorola Solutions, Inc.**

**Payment (Billing) Terms/ State Contract Number**

**Bill-To Name on PO must be equal to the Legal/ Bill-To Name**

**Bill-To Address**

**Ship-To Address (If we are shipping to a MR location, it must be documented on PO)**

**Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )**

**PO Amount must be equal to or greater than Order Total**

**Non-Editable Format (Word/ Excel templates cannot be accepted)**

**Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept**

**Ship To Contact Name & Phone #**

**Tax Exemption Status**

**Signatures (As required)**



Joleen E. Fregia  
Chief Deputy  
e-mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

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

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

May 26th, 2021

To: Fran Lee, Patrick Swain  
From: Charlie Hallmark  
RE: Budget Transfer Request

I would like to request a budget transfer in order to purchase 2 laptop computers and Microsoft Software. There are currently no laptops available for use in the Treasurer's Office. I have attached the quote from MIS.

Please transfer \$3062.00

From:120-1017-415.40-52 (Postage) to 120-1017-415.60-02 (Computer Equipment).

I appreciate your assistance in this matter.

Thank You!!

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

Charlie Hallmark CIO

**From:** Dell (please do not reply) on behalf of Dell Inc.  
**To:** vlachney@co.jefferson.tx.us  
**Subject:** Dell Computer - Saved Quote Information -3000086661724  
**Date:** Tuesday, May 25, 2021 10:16:51 AM

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You have saved an eQuote 3000086661724

An eQuote is now saved in your Dell Online Store.  
 This will be held for 60 days and will expire on 07/24/2021

Your eQuote has been sent to:

Emailed to: vlachney@co.jefferson.tx.us  
 vlachney@co.jefferson.tx.us

To retrieve this eQuote

[Login to Premier](#)

[Sign in to Jefferson County](#)

Click on "Quotes" in the top menu bar and search for eQuote number 3000086661724

eQuote Name	Joleen-Treasurer 2
Saved By	vlachney@co.jefferson.tx.us
eQuote Description	
Authorized Buyer	
Notes/Comments	
Account Name	Jefferson County
Contract Code	C00000006841

#### Shipping Info

Vanessa Lachney  
 1149 Pearl St  
 Ste 6th  
 Beaumont, TX 77701-3634  
 (409) 835-8447

#### Billing Info

ACCOUNTS PAYABLE  
 AUDITORS OFFICE  
 1149 PEARL ST 7TH FL  
 BEAUMONT, TX 77701-3635

#### eQuote Summary

Description	Quantity	Unit Price	Subtotal
Dell Latitude 5520	2	\$1,185.13	\$2,370.26
Dell Pro Briefcase 15   PO1520C	2	\$41.00	\$82.00
Dell USB Slim DVD±RW drive - DW316	2	\$41.00	\$82.00

Non Taxable Amount	\$2,534.26
--------------------	------------

eQuote Subtotal	\$2,534.26
-----------------	------------

Shipping*	\$0.00
-----------	--------

Shipping Discount*	\$0.00
--------------------	--------

eQuote Total*	\$2,534.26
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\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

## eQuote Details

Description	Quantity	Price
rcrc1288351-6072153   Dell Latitude 5520	2	\$5,428.26
Premier Discount		\$3,058.00
(Unit Price after discount: \$1,185.13 ea.)		\$2,370.26

Module	Description	Product Code	Sku	ID
Dell Latitude 5520	Dell Latitude 5520 XCTO Base	GJR4L13	[210-AYNN]	1
Processor	10th Generation Intel® Core™ i5-10310U (4 Core, 6M cache, base 1.7GHz, up to 4.4GHz, vPro)	G1HXWQ8	[379-BDVG]	146
Operating System	Windows 10 Pro English, French, Spanish	GF48XA1	[619-AHKN]	11
Microsoft Office	No Microsoft Office License Included-30 day Trial Offer Only	GC70FJY	[658-BCSB]	1002
Dell Endpoint Security	VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport 3 Year	G59W0IY	[528-CHEB]	593
Graphics	Intel® UHD graphics with Thunderbolt for i5-10310U vPro® processor	GR6T39W	[338-BXSG] [338-BXRY]	149
Systems Management	ME Disable Manageability	GQYWA9H	[631-ACTE]	49
Memory	8 GB, 1X8 GB 3200MHz DDR4 Non-ECC	GF06XO2	[370-AFVS]	3
Additional Hard Drive	No Additional Hard Drive	GNTOSJ7	[401-AADF]	637
Hard Drive	M.2 128GB PCIe NVMe Class 35 Solid State Drive	G2A6TKW	[400-BKUY]	8
LCD	15.6" HD (1366x768) Non-Touch, Anti-Glare, TN, 220nits, WLAN, HD Camera	GKHMIS1	[391-BFPP] [320-BECL] [325-BDZF]	760
PalmRest	Palmrest, No Security, Thunderbolt™ 4 Single Pointing Backlit English US Keyboard with	GD39K50	[346-BGVS]	55

Keyboard	numeric keypad	GA6KDNO	[583-BHBG]	4
Wireless Driver	Wireless Intel AX201 WLAN Driver	GNBZ2HK	[555-BGGN]	7
Wireless	Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	GQWT6XF	[555-BGGT]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	4 Cell 63Whr ExpressCharge™ Capable Battery	G3UJTGN	[451-BCSW]	112
Power Supply	65W Type-C Adapter	G35S0FA	[492-BCXP]	1015
Protect your new PC	No Anti-Virus Software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA90Q1	[620-AALW]	200013
Power Cord	E4 US Power Cord	G7XRU8M	[537-BBBL]	20
Setup and Features Guides	Quick Start Guide	GKJ0NX3	[340-CTXV]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Applications Windows 10	GZXEOP0	[658-BBMR] [640-BBLW] [525-BBCL] [658-BDVK] [658-BBRB] [658-BEOK] [658-BEOP]	1003
Shipping Material	Mix Model 65W adapter + CML CPU	G2H18JT	[340-CTZW]	465
Processor Label	Intel® Core™ i5 Processor Label	GC9HPLR	[340-COTH]	749
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
ENERGY STAR	ENERGY STAR Qualified	G00TKRS	[387-BBPI]	122
Transportation from ODM to region	Standard Shipment (VS)	G1IR983	[800-BBQK]	200080
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Chassis Options	5520 Laptop Bottom Door Integrated Graphics	G840FJK	[321-BGBG]	116
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Service	3 Years ProSupport Plus with Next Business Day Onsite Service	PPN3	[975-3461] [997-8317] [997-8366] [997-8367] [997-8381] [997-8382] [997-8383] [997-8380]	29
Accidental Damage	No Accidental Damage Service	NOAD	[981-4619]	33
Dell Services: Asset Tagging - Standard	System Box Label	SYSBOX	[365-0538]	352

**Dell Pro Briefcase 15 | PO1520C** **2** **\$119.98**  
Sku [460-BCMU]

**Premier Discount** **\$37.98**

(Unit Price after discount: \$41.00 ea.) **\$82.00**

Dell USB Slim DVD±RW drive - DW316 Sku [429-AAUQ]	2	\$119.98
Premier Discount		\$37.98
(Unit Price after discount: \$41.00 ea.)		\$82.00

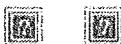
Non Taxable Amount \$2,534.26

eQuote Subtotal	\$2,534.26
Shipping*	\$0.00
Shipping Discount*	\$0.00

eQuote Total\* \$2,534.26

\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



**Legal Disclaimer:** Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. Your order is subject to Dell's Terms and Conditions of Sale which include a binding arbitration provision.

**Subscription Customers:** If your order includes a recurring billing subscription, you authorize Dell to charge your payment method on file on a recurring basis. You may opt out of automatic renewal or update payment information at any time through the web portal used to manage your subscription. Offer specific subscription terms for details (Commercial; Consumer).

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Pricing Proposal  
 Quotation #: 20524635  
 Created On: 5/25/2021  
 Valid Until: 5/31/2021

## County of JEFFERSON

**Vanessa Lachney**  
 1149 Pearl Street 6th Floor  
 Beaumont, TX 77701  
 United States  
 Phone: (409) 835-8447  
 Fax: (409) 839-2388  
 Email: [vlachney@co.jefferson.tx.us](mailto:vlachney@co.jefferson.tx.us)

## Inside Account Manager

**Jeremy Freedman**  
 Questions, quote requests, and  
 PO's please send to:  
[Texas@shi.com](mailto:Texas@shi.com)

**SHI Government Solutions**  
 3828 Pecana Trail  
 Austin, TX 78749  
 Phone: 1-800-870-6079 x 6526675  
 Fax: 512-732-0232  
 Email: [Jeremy\\_Freedman@shi.com](mailto:Jeremy_Freedman@shi.com)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office 2019 Sngl MVL 1License Microsoft - Part#: 021-10626 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	2	\$263.58	\$527.16
		Subtotal	\$527.16
		Shipping	\$0.00
		Total	\$527.16

## Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

**Jefferson County  
Precinct #3**

# Memo

To: Fran Lee - Auditors  
From: Kimberly Doyle  
CC: Commissioner Sinegal  
Date: May 24, 2021  
Re: Budget Tranfer

Please put on the agenda for approval to transfer \$7,222.65

from Account #113-0305-431-3084 Minor Equipment in to

⑧ 6014  
Capital Equipment Acct. #113-0309-431-4009 Bulidings & Ground Structures

For the Security Lighting @ 5700 Jade Ave Service Center location.

If you have any questions please give me a call (409) 736-2851

Thank You

---

Kimberly Doyle  
Precinct #3

**From:** [Patrick Swain](#)  
**To:** ["Patrick Swain"](#)  
**Subject:** FW: Position Reclassification  
**Date:** Wednesday, May 26, 2021 3:36:00 PM

---

Consider and approve the following restructure for the Sheriff and Corrections divisions:

Reclass one (1) Major position to one (1) Captain position in Law Enforcement. Estimated annual savings of \$8,800.

Reclass (1) Plumber position and (1) Office Assistant to one (1) Captain position in Corrections. Estimated annual savings of \$10,500.

*Patrick Swain*

**From:** John Shauberger <jshauberger@co.jefferson.tx.us>  
**Sent:** Wednesday, May 26, 2021 2:54 PM  
**To:** 'Patrick Swain' <pswain@co.jefferson.tx.us>  
**Subject:** Position Reclassification

Patrick,

The Sheriff would like to have these reclassifications on the June 1, 2021 agenda. Both are continuations of her restructuring plan with a cost savings to the budget.

Reclass 120-3059-421-10-48 a current Major's position currently held by Clay Woodward to 120-3059-421-10-47 a new Captain's position. This is about an \$8,800.00 savings for the Law Enforcement budget.

And

Reclass 120-3062-423-10-72 an unfilled plumbers position and 120-3062-423-10-02 an unfilled Office Assistant to create a new 120-3062-423-10-47 Captain's position in Corrections. This is about an \$ 10,500.00 savings for the Corrections budget.

Thank you,

John

John Shauberger  
Chief Deputy  
Corrections/Services  
Jefferson County Sheriff's Office  
[jshauberger@co.jefferson.tx.us](mailto:jshauberger@co.jefferson.tx.us)  
(409) 835-8720 or (409) 726-2592

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

TRI-CITY COFFEE SERVICE	56.05	483056	
DAWN DONUTS	52.50	483160	108.55**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	134.86	483020	
MUNRO'S	31.35	483023	
AT&T	71.30	483041	
SOUTHERN TIRE MART, LLC	469.29	483061	
VERIZON WIRELESS	76.06	483078	
UNITED STATES POSTAL SERVICE	.51	483080	
MARTIN MARIETTA AGG	190.80	483081	
ADVANCE AUTO PARTS	20.32	483146	
ASCO	248.34	483147	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	1,341.83**
ROAD & BRIDGE PCT.#2			
MUNRO'S	20.00	483023	
VULCAN MATERIALS CO.	12,528.29	483057	
RELADYNE	1,201.98	483151	
GULF COAST	276.23	483186	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	14,125.50**
ROAD & BRIDGE PCT. # 3			
CARQUEST AUTO PARTS # 96	39.98	482991	
FARM & HOME SUPPLY	51.27	483002	
ENTERGY	192.19	483009	
MUNRO'S	41.85	483023	
PHILPOTT MOTORS, INC.	153.01	483028	
ROMERO GLASS CO.	24.00	483032	
AT&T	80.17	483041	
TIME WARNER COMMUNICATIONS	123.64	483047	
TRI-CITY FASTENER & SUPPLY	32.72	483055	
VERIZON WIRELESS	74.71	483078	
MARTIN PRODUCT SALES LLC	391.50	483105	
TRANSIT & LEVEL CLINIC LLC	173.90	483163	
ALL TERRAIN EQUIPMENT CO	31,737.90	483172	33,116.84**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	20.54	482992	
M&D SUPPLY	65.21	483020	
MUNRO'S	186.14	483023	
SMART'S TRUCK & TRAILER, INC.	345.13	483039	
TRIANGLE ENGINE DIST.	87.99	483054	
CDW COMPUTER CENTERS, INC.	54.38	483064	
DEPARTMENT OF INFORMATION RESOURCES	.03	483067	
UNITED STATES POSTAL SERVICE	10.40	483080	
KNIFE RIVER	285.12	483112	
INTERSTATE ALL BATTERY CENTER - BMT	132.95	483122	
ASCO	192.22	483147	
O'REILLY AUTO PARTS	437.38	483180	
GULF COAST	302.40	483186	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	2,218.89**
ENGINEERING FUND			
SILSSEE FORD INC	33,911.80	483154	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	483198	34,186.80**
PARKS & RECREATION			
AUDILET TRACTOR SALES	84.70	482986	
ENTERGY	202.48	483009	287.18**
GENERAL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. CLERK	1,609.69	482977	1,609.69*
TAX OFFICE			
OFFICE DEPOT	49.69	483027	
DEPARTMENT OF INFORMATION RESOURCES	.02	483067	
UNITED STATES POSTAL SERVICE	752.36	483080	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	483198	1,098.69*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.28	483080	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	100.28*
AUDITOR'S OFFICE			
OFFICE DEPOT	118.72	483027	
UNITED STATES POSTAL SERVICE	.86	483080	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	483198	330.58*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	202.64	483080	
WESTERN MICROGRAPHICS & IMAGING	740.00	483139	
ENGINEERING INNOVATION	120.10	483167	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	483198	1,471.74*
COUNTY JUDGE			
CATHERINE BRUNNEY	500.00	483012	
OFFICE DEPOT	54.19	483027	
UNITED STATES POSTAL SERVICE	.86	483080	
ROCKY LAUDERMILK	2,700.00	483090	
HARVEY L WARREN III	1,350.00	483125	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	4,704.05*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	63.93	483080	
INTERNATIONAL WORKERS COMPENSATION	400.00	483121	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	562.93*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	111.88	483080	111.88*
PRINTING DEPARTMENT			
TRIANGLE BLUE PRINT CO., INC.	15.00	483053	
CIT TECHNOLOGY FINANCING SERVICE	499.00	483117	
CINTAS CORPORATION	114.69	483164	
BOSWORTH PAPERS	13.25	483203	641.94*
PURCHASING DEPARTMENT			
OFFICE DEPOT	379.23	483027	
UNITED STATES POSTAL SERVICE	66.98	483080	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	545.21*
GENERAL SERVICES			
CURTIS 1000, INC.	1,528.89	482998	
SPINDLETOP MHMR	34,666.91	483019	
TIME WARNER COMMUNICATIONS	227.59	483049	
ADVANCED STAFFING	.97.50	483062	
ALLISON, BASS & MAGEE, LLP	330.00	483184	
BOSWORTH PAPERS	374.90	483203	37,225.79*
DATA PROCESSING			
VERIZON WIRELESS	75.98	483078	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	174.98*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	189.26	483080	189.26*
ELECTIONS DEPARTMENT			
THE EXAMINER	67.50	483001	
HART INTER CIVIC	866.67	483010	
DEPARTMENT OF INFORMATION RESOURCES	.36	483067	
UNITED STATES POSTAL SERVICE	35.10	483080	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	1,068.63*
DISTRICT ATTORNEY			
FED EX	28.47	483003	
JEFFERSON CTY. BAR ASSOCIATION	125.00	483014	
OFFICE DEPOT	741.66	483027	
TDCAA BOOK ORDERS	10.00	483046	
UNITED STATES POSTAL SERVICE	195.00	483080	
MCM ELEGANTE HOTEL	1,384.41	483102	
THOMSON REUTERS-WEST	662.61	483149	
COLIN'S KITCHEN LLC	177.00	483159	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	483198	3,832.15*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	318.47	483080	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	417.47*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK PC	2,748.75	482989	
OFFICE DEPOT	182.32	483027	
JOHN D WEST	800.00	483070	
UNITED STATES POSTAL SERVICE	1.53	483080	
LANGSTON ADAMS	900.00	483091	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	483198	4,830.60*
58TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	99.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	99.00*
136TH DISTRICT COURT			
OFFICE DEPOT	28.68	483027	
UNITED STATES POSTAL SERVICE	10.57	483080	
THOMSON REUTERS-WEST	108.00	483149	147.25*
172ND DISTRICT COURT			
STATE BAR OF TEXAS	105.00	483042	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	204.00*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	1,131.25	482988	
KEVIN S. LAINE	2,137.00	483063	
UNITED STATES POSTAL SERVICE	57.40	483080	
M.K. HAMZA, PHD, P.A.	1,200.00	483145	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	4,624.65*
279TH DISTRICT COURT			
PHILLIP DOWDEN	1,250.00	482983	
ANITA F. PROVO	825.00	483029	
NATHAN REYNOLDS, JR.	300.00	483030	
CHARLES ROJAS	500.00	483066	
GLEN M. CROCKER	375.00	483086	
DONEANE E. BECKCOM	700.00	483087	
LANGSTON ADAMS	100.00	483091	
JOEL WEBB VAZQUEZ	700.00	483100	

NAME	AMOUNT	CHECK NO.	TOTAL
JONATHAN L. STOVALL	500.00	483133	
BRITTANIE HOLMES	400.00	483143	
WILLIAM FORD DISHMAN	1,600.00	483153	
MATUSKA LAW FIRM	950.00	483155	
ALICIA K HALL PLLC	750.00	483195	
317TH DISTRICT COURT			8,950.00*
TRACEY D. BURK	2,796.00	482990	
ANITA F. PROVO	100.00	483029	
JOEL WEBB VAZQUEZ	641.16	483100	
ALLEN PARKER	300.00	483124	
LINDSAY LAW FIRM, PLLC	105.00	483134	
WILLIAM FORD DISHMAN	1,500.00	483153	
PATRICIA VELASCO	2,505.42	483161	
ALICIA K HALL PLLC	600.00	483195	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
JUSTICE COURT-PCT 1 PL 1			8,646.58*
UNITED STATES POSTAL SERVICE	25.45	483080	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
JUSTICE COURT-PCT 1 PL 2			124.45*
OFFICE DEPOT	55.85	483027	
UNITED STATES POSTAL SERVICE	1.40	483080	
JUSTICE COURT-PCT 2			57.25*
OFFICE DEPOT	15.38	483027	
JUSTICE COURT-PCT 4			15.38*
DEPARTMENT OF INFORMATION RESOURCES	.22	483067	
JUSTICE COURT-PCT 6			.22*
OFFICE DEPOT	189.59	483027	
UNITED STATES POSTAL SERVICE	68.63	483080	
SIERRA SPRING WATER CO. - BT	54.85	483082	
DIRECTV	121.80	483129	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
JUSTICE COURT-PCT 7			533.87*
OFFICE DEPOT	333.45	483027	
AT&T	35.65	483041	
DEPARTMENT OF INFORMATION RESOURCES	.13	483067	
BRAD BURNETT	39.05	483092	
JUSTICE OF PEACE PCT. 8			408.28*
OFFICE DEPOT	300.86	483027	
THOMSON REUTERS-WEST	619.00	483149	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
COUNTY COURT AT LAW NO.1			1,018.86*
UNITED STATES POSTAL SERVICE	.43	483080	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
COUNTY COURT AT LAW NO. 2			99.43*
UNITED STATES POSTAL SERVICE	14.63	483080	
ANTOINE FREEMAN	250.00	483116	
MATUSKA LAW FIRM	950.00	483155	
THE SAMUEL FIRM, PLLC	250.00	483183	
BYNUM LAW PLLC	250.00	483194	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
COUNTY COURT AT LAW NO. 3			1,813.63*

NAME	AMOUNT	CHECK NO.	TOTAL
JACK LAWRENCE	253.00	482980	
THOMAS J. BURBANK PC	250.00	482989	
PETER DOYLE	250.00	482999	
BRUCE N. SMITH	250.00	483040	
UNITED STATES POSTAL SERVICE	8.56	483080	
WILLIAM MARCUS WILKERSON	400.00	483144	
THE SAMUEL FIRM, PLLC	250.00	483183	
<b>COURT MASTER</b>			<b>1,661.56*</b>
UNITED STATES POSTAL SERVICE	.51	483080	
BUDDIE J HAHN	626.98	483188	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
<b>MEDIATION CENTER</b>			<b>726.49*</b>
MARKET BASKET	211.88	483021	
UNITED STATES POSTAL SERVICE	6.20	483080	
<b>COMMUNITY SUPERVISION</b>			<b>218.08*</b>
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	483198	
<b>SHERIFF'S DEPARTMENT</b>			<b>396.00*</b>
FED EX	237.97	483004	
OFFICE DEPOT	186.28	483027	
TEXAS NARCOTICS OFFICERS ASSN.	80.00	483052	
DEPARTMENT OF INFORMATION RESOURCES	538.12	483067	
UNITED STATES POSTAL SERVICE	560.80	483080	
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	483088	
RITA HURT	1,375.00	483137	
GALLS LLC	54.79	483158	
WHITAKER BROTHERS BUSINESS MACHINES	544.24	483165	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	483198	
<b>CRIME LABORATORY</b>			<b>4,107.15*</b>
ALLOMETRICS INC.	115.00	482979	
OFFICE DEPOT	51.72	483027	
EPPENDORF NORTH AMERICA INC	519.10	483141	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
<b>JAIL - NO. 2</b>			<b>784.82*</b>
BOB BARKER CO., INC.	6,074.61	482987	
COASTAL WELDING SUPPLY	325.91	482995	
GT DISTRIBUTORS, INC.	272.76	483005	
W.W. GRAINGER, INC.	1,078.26	483007	
HERNANDEZ OFFICE SUPPLY, INC.	3,921.16	483011	
JACK BROOKS REGIONAL AIRPORT	843.16	483015	
CASH ADVANCE ACCOUNT	4,827.54	483016	
KOMMERCIAL KITCHENS	3,815.00	483017	
M&D SUPPLY	55.76	483020	
OFFICE DEPOT	1,986.66	483027	
SHERIFF'S ASSOCIATION OF TEXAS	25.00	483037	
SHERWIN-WILLIAMS	260.70	483038	
DEPARTMENT OF INFORMATION RESOURCES	2.23	483067	
UNITED COMMUNICATIONS, INC.	300.00	483068	
STEVE MORGAN	21.62	483083	
ST. MARY PARISH SHERIFF'S OFFICE	475.02	483093	
STANLEY SHIPPER	229.13	483095	
NORTH SHORE SUPPLY COMPANY	15.00	483096	
MARK ELLIS	229.13	483106	
ICS	34.17	483113	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	377.42	483120	
WORLD FUEL SERVICES	1,484.60	483123	
MATERA PAPER COMPANY INC	9,336.02	483148	
JOHN CHATELAIN II	7.54	483150	
GALLS LLC	1,153.37	483158	
TEXAS DEPARTMENT OF AGRICULTURE	125.00	483162	
TND WORKWEAR CO LLC	554.25	483168	
JERRY LOWE	229.13	483171	

NAME	AMOUNT	CHECK NO.	TOTAL
CORRHEALTH LLC	382,992.66	483177	
US FLAG AND FLAGPOLE SUPPLY	52.67	483178	
TRINITY SERVICES GROUP INC	23,970.90	483185	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	483198	
SHAVER FOODS LLC	557.50	483201	
PBF&C LLC	5,934.24	483202	
JUVENILE PROBATION DEPT.			452,386.12*
VERIZON WIRELESS	53.96	483078	
UNITED STATES POSTAL SERVICE	12.83	483080	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	483198	
JUVENILE DETENTION HOME			363.79*
AMERICAN RED CROSS, INC.	224.00	482984	
SHERWIN-WILLIAMS	85.75	483038	
FLOWERS FOODS	43.15	483097	
BEN E KEITH FOODS	233.75	483098	
VANSCHECA SANDERS-CHEVIS	400.00	483109	
ADVANTAGE INTERESTS INC	457.95	483173	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
CONSTABLE PCT 1			1,543.60*
VERIZON WIRELESS	227.94	483078	
UNITED STATES POSTAL SERVICE	31.60	483080	
SILSBEE FORD INC	34,429.80	483154	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
CONSTABLE-PCT 2			34,788.34*
VERIZON WIRELESS	113.97	483078	
CONSTABLE-PCT 4			113.97*
DEPARTMENT OF INFORMATION RESOURCES	.22	483067	
VERIZON WIRELESS	113.97	483078	
SILSBEE FORD INC	1,030.00	483154	
CONSTABLE-PCT 6			1,144.19*
RODERICK H. DANIELS	30.00	483060	
VERIZON WIRELESS	113.97	483078	
UNITED STATES POSTAL SERVICE	40.34	483080	
CONSTABLE PCT. 7			184.31*
OFFICE DEPOT	254.62	483027	
VERIZON WIRELESS	113.97	483078	
CONSTABLE PCT. 8			368.59*
VERIZON WIRELESS	113.97	483078	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
AGRICULTURE EXTENSION SVC			212.97*
OFFICE DEPOT	21.59	483027	
TCAAA	600.00	483045	
TYLER FITZGERALD	138.88	483181	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	483198	
HEALTH AND WELFARE NO. 1			971.47*
CLAYBAR FUNERAL HOME, INC.	6,100.00	482993	
OFFICE DEPOT	645.73	483027	
UNITED STATES POSTAL SERVICE	83.20	483080	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	483198	
EZEA D EDE MD	3,245.08	483199	
AMERICAN COLLEGE OF PHYSICIANS INC	312.50	483204	
HEALTH AND WELFARE NO. 2			10,584.51*

NAME	AMOUNT	CHECK NO.	TOTAL
CLAYBAR FUNERAL HOME, INC.	1,040.00	482994	
GABRIEL FUNERAL HOME, INC.	1,500.00	483006	
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	483008	
LEVINGSTON FUNERAL HOME	1,500.00	483018	
OFFICE DEPOT	50.29	483027	
AT&T	35.65	483041	
MELANCON'S FUNERAL HOME	1,500.00	483135	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	483198	
EZEA D EDE MD	3,245.08	483199	
AMERICAN COLLEGE OF PHYSICIANS INC	312.50	483204	
<b>NURSE PRACTITIONER</b>			<b>10,881.52*</b>
GEORGE V. ZUZUKIN, M.D.	1,000.00	482982	
OFFICE DEPOT	91.28	483027	
MCKESSON MEDICAL-SURGICAL INC	606.73	483065	
<b>CHILD WELFARE UNIT</b>			<b>1,698.01*</b>
BEAUMONT OCCUPATIONAL SERVICE, INC.	273.95	483088	
J.C. PENNEY'S	11,625.88	483089	
ROSS DRESS FOR LESS, INC.	399.85	483107	
<b>ENVIRONMENTAL CONTROL</b>			<b>12,299.68*</b>
DEPARTMENT OF INFORMATION RESOURCES	99.04	483067	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
<b>INDIGENT MEDICAL SERVICES</b>			<b>99.04*</b>
VERIZON WIRELESS	40.26	483078	
INTERSTATE TIRE & MECHANICAL ROAD	385.48	483094	
TDS OPERATING INC	460.44	483176	
<b>MAINTENANCE-BEAUMONT</b>			<b>886.18*</b>
CITY OF BEAUMONT - WATER DEPT.	12,116.26	482992	
COBURN SUPPLY COMPANY INC	112.00	482996	
ENTERGY	34,127.59	483009	
M&D SUPPLY	188.92	483020	
OFFICE DEPOT	24.46	483027	
RALPH'S INDUSTRIAL ELECTRONICS	57.83	483033	
SANITARY SUPPLY, INC.	1,415.43	483034	
ACE IMAGEWEAR	224.45	483036	
AT&T	4,755.93	483041	
DEPARTMENT OF INFORMATION RESOURCES	722.91	483067	
TEXAS FIRE & COMMUNICATIONS	118.75	483069	
FIRETROL PROTECTION SYSTEMS, INC.	190.00	483119	
EMERGENCY POWER SERVICE	4,320.55	483138	
ADVANTAGE INTERESTS INC	1,410.00	483173	
REXEL USA INC	284.82	483175	
ZENO IMAGING	1,915.86	483187	
<b>MAINTENANCE-PORT ARTHUR</b>			<b>61,985.76*</b>
JOHNSTONE SUPPLY	40.80	482981	
COBURN SUPPLY COMPANY INC	391.06	482996	
OFFICE DEPOT	57.79	483027	
SHERWIN-WILLIAMS	296.88	483038	
AT&T	1,471.83	483041	
TIME WARNER COMMUNICATIONS	101.72	483048	
TIME WARNER COMMUNICATIONS	434.91	483051	
DEPARTMENT OF INFORMATION RESOURCES	.12	483067	
SOLAR	18.10	483084	
PARKER LUMBER	316.83	483128	
INDUSTRIAL & COMMERCIAL MECHANICAL	437.51	483140	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	23.80	483157	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
<b>SERVICE CENTER</b>			<b>3,690.35*</b>
ACTION AUTO GLASS	235.03	482978	
J.K. CHEVROLET CO.	2,934.32	483013	

NAME	AMOUNT	CHECK NO.	TOTAL
PHILPOTT MOTORS, INC.	752.80	483028	
RALPH'S INDUSTRIAL ELECTRONICS	62.17	483033	
JEFFERSON CTY. TAX OFFICE	16.75	483071	
JEFFERSON CTY. TAX OFFICE	16.75	483072	
JEFFERSON CTY. TAX OFFICE	16.75	483073	
JEFFERSON CTY. TAX OFFICE	16.75	483074	
JEFFERSON CTY. TAX OFFICE	16.75	483075	
JEFFERSON CTY. TAX OFFICE	16.75	483076	
JEFFERSON CTY. TAX OFFICE	16.75	483077	
BUMPER TO BUMPER	505.20	483101	
AMERICAN TIRE DISTRIBUTORS	1,134.36	483118	
MIGHTY OF SOUTHEAST TEXAS	319.09	483136	
ADVANCE AUTO PARTS	151.98	483146	
THE GOODYEAR TIRE & RUBBER COMPANY	2,044.80	483179	
JCN OIL SERVICE	110.00	483192	
VETERANS SERVICE			8,367.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
MOSQUITO CONTROL FUND			99.00*
EASTEX RUBBER & GASKET	13.90	483000	
MUNRO'S	88.59	483023	
DEPARTMENT OF INFORMATION RESOURCES	.01	483067	
O'REILLY AUTO PARTS	49.00	483180	
FEMA EMERGENCY			151.50**
CARRIER RENTAL SYSTEMS	1,409.53	483104	
JONES ALUMINUM	2,600.00	483126	
J.C. FAMILY TREATMENT			4,009.53**
BEAUMONT OCCUPATIONAL SERVICE, INC.	174.75	483088	
MARY BEVIL	20.00	483193	
SECURITY FEE FUND			194.75**
ALLIED UNIVERSAL SECURITY SERVICES	8,648.00	483191	
LAW LIBRARY FUND			8,648.00**
THOMSON REUTERS-WEST	2,057.16	483149	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
EMPG GRANT			2,156.16**
AT&T	4.60	482985	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	483198	
JUVENILE PROB & DET. FUND			279.60**
VERIZON WIRELESS	70.98	483078	
GRANT A STATE AID			70.98**
OFFICE DEPOT	169.15	483027	
HAYS COUNTY JUVENILE CENTER	793.75	483111	
YOUTH ADVOCATE PROGRAM	3,421.25	483114	
COMMUNITY SUPERVISION FND			4,384.15**
TIME WARNER COMMUNICATIONS	147.91	483050	
DEPARTMENT OF INFORMATION RESOURCES	.40	483067	
VERIZON WIRELESS	33.01	483078	
UNITED STATES POSTAL SERVICE	94.59	483080	
JCCSC	365.00	483132	
BOSWORTH PAPERS	899.90	483203	
JEFF. CO. WOMEN'S CENTER			1,540.81**

NAME

AMOUNT

CHECK NO.

TOTAL

A&A ELECTRIC CO OF BEAUMONT INC	118.96	482975	
ENTERGY	1,599.11	483009	
MARKET BASKET	12.51	483021	
KIM MCKINNEY, LPC, LMFT	300.00	483022	
SYSCO FOOD SERVICES, INC.	832.70	483044	
BURT WALKER PARTNERS, LTD	4,500.00	483058	
PETTY CASH - RESTITUTION I	110.00	483059	
VERIZON WIRELESS	16.48	483078	
BEN E KEITH FOODS	892.42	483099	
ROCHESTER ARMORED CAR CO INC	123.36	483131	
SAM'S CLUB DIRECT	347.18	483142	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
			8,951.72**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	99.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	99.00**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	15.29	483027	15.29**
DRUG INTERVENTION COURT			
RECOVERY COUNCIL OF SOUTHEAST TEXAS	3,300.00	483190	3,300.00**
DARE CONTRIBUTIONS FUND			
WOLFE'S TROPHY SHOP	24.00	483156	24.00**
DEPUTY SHERIFF EDUCATION			
TEXAS NARCOTICS OFFICERS ASSN.	650.00	483052	
ANNUAL MVCI ASSOCIATION	360.00	483169	
J.P. COURTROOM TECH. FUND			1,010.00**
VERIZON WIRELESS	254.73	483078	254.73**
HOTEL OCCUPANCY TAX FUND			
AL COOK NURSERY	89.97	482997	
ENTERGY	2,251.52	483009	
MUNRO'S	172.60	483023	
DEPARTMENT OF INFORMATION RESOURCES	2.45	483067	
DIRECT ENTERTAINMENT	1,200.00	483108	
DISH NETWORK	114.15	483110	
GRINNELL COMPUTERS	62.50	483166	
CRIME LAB FUNDING CJD			3,893.19**
ASCLD	510.00	482976	
CAYMAN CHEMICAL COMPANY	373.00	483127	
DISTRICT CLK RECORDS MGMT			883.00**
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	483198	198.00**
AIRPORT FUND			
DEPARTMENT OF INFORMATION RESOURCES	.06	483067	
VERIZON WIRELESS	37.99	483078	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	483198	
SE TX EMP. BENEFIT POOL			137.05**
GROUP ADMINISTRATIVE CONCEPTS INC	960.00	483130	
EXPRESS SCRIPTS INC	100,390.89	483174	
NEUROMUSCULAR CORPORATE SOLUTIONS	16,724.25	483182	
UNITED HEALTHCARE SERVICES INC	110,747.83	483189	
LIABILITY CLAIMS ACCOUNT			228,822.97**

NAME

AMOUNT

CHECK NO.

TOTAL

STEVENS BALDO & LIGHTY PLLC	4,445.00	483170	4,445.00**
SHERIFF'S FORFEITURE FUND			
COMPLETE ATHLETE, INC.	360.50	483085	
O'REILLY AUTO PARTS	17.99	483180	
PAYROLL FUND			378.49**
JEFFERSON CTY. - FLEXIBLE SPENDING	13,420.00	482956	
CLEAT	306.00	482957	
JEFFERSON CTY. TREASURER	15,117.64	482958	
RON STADTMUELLER - CHAPTER 13	182.31	482959	
INTERNAL REVENUE SERVICE	208.00	482960	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,020.00	482961	
JEFFERSON CTY. COMMUNITY SUP.	9,190.86	482962	
JEFFERSON CTY. TREASURER - HEALTH	526,609.76	482963	
JEFFERSON CTY. TREASURER - GENERAL	25.00	482964	
JEFFERSON CTY. TREASURER - PAYROLL	1,816,421.37	482965	
JEFFERSON CTY. TREASURER - PAYROLL	628,396.12	482966	
MONY LIFE INSURANCE OF AMERICA	72.54	482967	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,750.44	482968	
JEFFERSON CTY. TREASURER - TCDRS	718,177.38	482969	
JEFFERSON COUNTY TREASURER	2,936.92	482970	
JEFFERSON COUNTY - TREASURER -	7,949.67	482971	
NECHES FEDERAL CREDIT UNION	35,534.07	482972	
JEFFERSON COUNTY - NATIONWIDE	57,279.80	482973	
INVESCO INVESTMENT SERVICES, INC	1,094.99	482974	
CNTY & DIST COURT TECH FD			3,838,692.87**
VERIZON WIRELESS	228.12	483078	228.12**
MARINE DIVISION			
AUDILET TRACTOR SALES	484.50	482986	
GT DISTRIBUTORS, INC.	1,610.68	483005	
JACK BROOKS REGIONAL AIRPORT	566.34	483015	
RITTER @ HOME	16.99	483031	
SETZER HARDWARE, INC.	45.87	483035	
SUN COAST RESOURCES, INC.	12,491.69	483043	
BUMPER TO BUMPER	304.43	483101	
AIRPORT GULF TOWING LLC	65.00	483103	
THE DINGO GROUP-PETE JORGENSEN MARI	571.90	483115	
SHERIFF - COMMISSARY			16,157.40**
SYSOREX GOVERNMENT SERVICES INC	302,000.00	483200	
			302,000.00**
			5,212,731.12***

## BENCKENSTEIN & OXFORD, L.L.P.

Hubert Oxford, IV

ATTORNEYS AT LAW  
 BBVA COMPASS BANK BUILDING  
 3535 CALDER AVENUE, SUITE 300  
 BEAUMONT, TEXAS 77706  
 TELEPHONE: (409) 833-9182  
 TELEFAX: (409) 833-8819

[hoxfordiv@benoxford.com](mailto:hoxfordiv@benoxford.com)

May 26, 2021

**Via Email:**

The Honorable Judge Branick  
 County Judge, Jefferson County, Texas  
 Jefferson County Courthouse  
 1149 Pearl Street  
 Beaumont, Texas 77701

Beaumont, Texas

Re: Jefferson County Emergency Services District No. 1  
 Extension for Filing Annual Audit Report

Dear Judge Branick and County Commissioners,

The Board of Commissioners for Jefferson County Emergency Services District No. 1 (the “District”) is writing to request an extension to file its 2019-2020 Compiled Financial Statement with Commissioner’s Court that is due on June 1, 2021. *See Tex. Health & Safety Code Section 775.082(b).*

Unfortunately, the District will not be able to complete the Compiled Financial Statement by the June 1, 2021 deadline. Therefore, pursuant to Section 775.085(b) and (d) of the Texas Health and Safety Code Section & Safety Code, the District respectfully request that it be granted a thirty (30) day extension and the Compiled Financial Statement will be filed on or before July 1, 2021.

If you concur, the District requests that the following agenda item be placed on the upcoming Commissioner’s Court agenda:

Consider and approve a request by the Jefferson County Emergency Services District No. 1’s request to extend the June 1st audit filing deadline for thirty (30) days pursuant to Section 775.082(d) of the Texas Health and Safety Code.

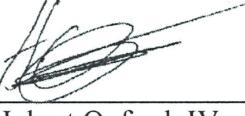
BENCKENSTEIN & OXFORD, L.L.P.

Hon. Jeff Branick  
May 26, 2021  
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Thank you in advance for your consideration of the foregoing requests, and please advise if you have any questions or require additional information.

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**

By:   
Hubert Oxford, IV

cc:

Honorable Vernon Pierce [vernonpierce@co.jefferson.tx.us](mailto:vernonpierce@co.jefferson.tx.us) and [pct1@co.jefferson.tx.us](mailto:pct1@co.jefferson.tx.us)  
Mr. Patrick Swain [pswain@co.jefferson.tx.us](mailto:pswain@co.jefferson.tx.us)  
Mr. Fred Jackson [fjackson@co.jefferson.tx.us](mailto:fjackson@co.jefferson.tx.us);  
Mr. John Johnson [jles53@gmail.com](mailto:jles53@gmail.com)

**ROGER A. SOAPE, INC.**

19450 State Hwy. 249

Suite 460

Houston, Texas 77070-3057

Telecopier (281) 440-0609

Telephone (281) 440-6347

May 20, 2021

**VIA FEDERAL EXPRESS**

Jeff Branick, Jefferson County Judge  
c/o Fred Jackson  
1149 Pearl Street  
Beaumont, Texas 77701

**Receivership Oil, Gas & Mineral Lease**  
**232.0 acres, more or less**  
**W.H. Smith Survey, A-198**  
**Fannett Dome Project**  
**Jefferson County, Texas**  
RAS, Inc. File No. T4631

Dear Mr. Jackson:

Please find enclosed the Oil, Gas and Mineral Lease authorized in the District Court of Jefferson County, Texas (60<sup>th</sup> Judicial District) in Cause No. B-207186 for Hartwell Kennard, Jr., et al, as Lessor, and Sand Hill Resources, LLC, as Lessee dated May 26, 2021, we estimate that the Lessors own collectively 0.41892704 net acres equaling a bonus of \$104.73.

The principal terms of the lease are as follows:

- 1). \$250.00 per net acre;
- 2). 1/4 royalty; and
- 3). Three (3) year Paid Up Primary Term.

Please send a copy of the executed lease to our associate Jeff Clark (281-727-6287). Upon receipt of the copy of the lease, our client will disburse the funds for this lease, and we will forward the bonus check to Jefferson County.

Jeff Branick, Jefferson County Judge  
May 20, 2021  
Page 2

Also, please find enclosed an envelope with postage for convenience to return the lease upon receipt of the bonus.

Yours Truly,

Roger A. Soape, Inc.



Will Holstien, CPL  
Vice President

Enclosures

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

Producers 88 (7-69) Paid Up SPECIAL  
With Horizontal Pooling Provision

## OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 6th day of May, 2021, between

Jeff Branick, Jefferson County Judge, acting in his capacity as Receiver for Mineral Interest under appointment by the 60<sup>th</sup> Judicial District Court of Jefferson County, Texas, in Cause No. B-207186 for Hartwell Kennard, Jr; Emily Ann Kennard Derounian; Edna Duerler; Dorothy Bonewicz Kramer; and Richard Lewis Price, and/or their successors or assigns.

, Lessor (whether one or more), whose address is: c/o Jeff Branick, Jefferson County Judge, 1149 Pearl Street, Beaumont, Texas 77701

and SAND HILL RESOURCES, LLC, whose address is 7887 San Felipe St., Suite 122, Houston, Texas 77057

### WITNESSETH:

1. Lessor, in consideration of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of JEFFERSON, State of TEXAS, and is described as follows:

232 acres, more or less, out of the W.H. Smith Survey, A-198, Jefferson County, Texas, more particularly described in the following two tracts:

Tract One: 226.75 acres, more or less, out of the W.H. Smith Survey, A-198, Jefferson County, Texas, being the same land more particularly described as 232 acres in that certain Royalty Deed dated January 27, 1926, from C.W. Burrell to The Southern Company, recorded in Volume 265, Page 216 of the Deed Records of Jefferson County, Texas, SAVE AND EXCEPT from said 232-acre tract, 5.25 acres, more or less, being the same land more particularly described in that certain Warranty Deed dated July 13, 1990, from Patricia Ann Olivier and Albert A. Broussard to Patrick Dennis Brennan, recorded in File No. 9020803 of the Film Code Records of Jefferson County, Texas, leaving 226.75 acres, more or less.

Tract Two: 5.25 acres, more or less, out of the W.H. Smith Survey, A-198, Jefferson County, Texas, being the same land more particularly described in that certain Warranty Deed dated July 13, 1990, from Patricia Ann Olivier and Albert A. Broussard to Patrick Dennis Brennan, recorded in File No. 9020803 of the Film Code Records of Jefferson County, Texas

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of Three (3) years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear one-fourth of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-fourth (1/4) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-fourth (1/4) of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-fourth (1/4) either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which

said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$10.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety (90) day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the **PAID DIRECTLY TO LESSOR AT THE ABOVE ADDRESS**

Bank at

, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the continuing and recurring right, but not the obligation, to pool or unitize the land covered by this lease, or any part or interest therein, with any other lands, leases or interests, as to any or all minerals, depths or horizons, either before or after the commencement of operations, whenever Lessee deems it's necessary or proper to do so in order to explore, develop or operate said lease, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A unit formed by such pooling for an oil well which is not a horizontal drainhole well shall not exceed 80 surface acres plus a maximum acreage tolerance of 10%, and for an oil well that is a horizontal drainhole well or a gas well shall not exceed 640 surface acres plus a maximum acreage tolerance of 10%; provided that larger units may be formed for an oil well or a gas well, whether or not drilled as a horizontal drainhole well, as permitted by the rules or regulations of any governmental authority with jurisdiction over such matters. The terms "oil well," "gas well" and "horizontal drainhole well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority with jurisdiction over such matters. Lessee may pool or combine land covered by this lease or any portion thereof as above provided as to oil and gas, or either of them, in any one or more stratum or strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of Lessee to pool this lease or portions thereof into other units. Lessee shall exercise said option to pool as to each desired unit by executing an instrument identifying such unit and filing it for record in the appropriate records of the county in which all or part of such unit is situated. The effective date of pooling shall be the date of filing unless provided otherwise in such pooling declaration, and said unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit, or whether there may be mineral, royalty or leasehold interests in lands within the unit which are not effectively pooled or unitized. Operations conducted on any part of such unit, regardless of whether such operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be deemed for all purposes (except the payment of royalties on production from the pooled unit) as operations conducted on said land under this lease and references herein to operations on said lands or on the leased premises shall be deemed to include operations on any portion of such pooled unit. For the purpose of computing royalties and other payments out of production, there shall be allocated to the land covered by this lease and included in such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalties, overriding royalties and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. Any unit formed hereunder may be revised, increased or decreased in size or changed in configuration by Lessee, at its sole option, without the joinder of Lessor, at any time and from time to time after the original designation thereof in order to conform to the rules and regulations of any governmental authority having jurisdiction, or when to do so would, in the judgment of Lessee, promote the conservation of minerals in and under and that may be produced from said land or permit the drilling of an additional well or wells. In making such a revision, Lessee shall file in the records where the original unit designation is recorded a written declaration describing the revised unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of said land is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may dissolve any unit formed hereunder by filing a written declaration to that effect, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in lands not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there is production in paying quantities thereon unless all pooled leases are released as to lands within the unit. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease, but Lessee shall nevertheless have the right to

pool or unitize as provided in this paragraph with consequent allocation of production as herein provided. The inclusion of Lessors' interest in any separate tract within this lease shall not constitute an offer on the part of Lessor to any party who may now or hereafter have an ownership interest in the minerals or royalties in such separate tract to pool, unitize or communite any such interest with other interests covered by this lease. Any attempt by an owner of any mineral or royalty interest under a separate tract to ratify, adopt or confirm this lease, or any provision herein contained, by any means and thereby effect a pooling, unitization or communite of royalties among such separate tracts shall by such actions specifically ratify, adopt and confirm the entire contents of this paragraph and such attempt to effect a pooling, unitization or communite between any separate tracts shall be wholly ineffective. As used herein, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

#### SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS.

Notwithstanding anything to the contrary in the foregoing printed form Oil, Gas and Mineral Lease, it is agreed and understood as follows, to-wit:

12. In the event a portion or portions of the leased premises is pooled or unitized with other land so as to form a pooled unit or units, operations on, completion of a well upon, or production from such pooled unit or units will not maintain this lease in force as to that portion of the leased premises not included in such pooled unit or units. The lease may be

maintained in force as to any portion of the leased premises covered hereby and not included in such pooled unit or units in any manner provided for herein.

13. It is understood and agreed that one (1) year after the expiration of the primary term of this lease, upon the expiration of any extension or renewal, or after cessation of operations as provided herein, whichever occurs last, Lessee shall release all rights lying below the stratigraphic equivalent of the deepest producing formation in any well drilled on the leased premises or on lands with which the leased premises has been pooled or unitized.

14. It is understood and agreed that this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived there from and produced therewith, including Sulphur), and that all minerals other than oil and gas are excepted from and reserved to Lessor. Included among the minerals reserved to Lessor and excluded from this lease are coal, uranium and lignite.

15. At the time of the lapse of this lease by any of its terms or provisions, Lessee agrees to promptly execute and deliver to Lessor, or file for record in the Office of the County Clerk of Jefferson County, Texas, a written release and surrender of this lease save and except that portion maintained by virtue of any provisions of this lease.

**IN WITNESS WHEREOF**, this instrument is executed on the date first above written.

**LESSOR:**

Jeff Branick, Jefferson County Judge, acting in his capacity as Receiver for Mineral Interest under appointment by the 60<sup>th</sup> Judicial District Court of Jefferson County, Texas, in Cause No. B-207186 for Hartwell Kennard, Jr; Emily Ann Kennard Derounian; Edna Duerler; Dorothy Bonewicz Kramer; and Richard Lewis Price, and/or their successors or assigns.

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 24<sup>th</sup> day of May, 2021, by Jeff Branick, Jefferson County Judge, acting in his capacity as Receiver for Mineral Interest under appointment by the 60<sup>th</sup> Judicial District Court of Jefferson County, Texas, in Cause No. B-207186 for Hartwell Kennard, Jr; Emily Ann Kennard Derounian; Edna Duerler; Dorothy Bonewicz Kramer; and Richard Lewis Price, and/or their successors or assigns.



*Some George*  
Notary Public in and for the State of Texas

**AGENDA ITEM****June 1, 2021**

Consider, possibly approve and authorize the County Judge to execute a Memorandum of Agreement between the Texas Military Department (TMD) and Jefferson County for Land Agreement for New Readiness Center.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TEXAS MILITARY DEPARTMENT (TMD) AND JEFFERSON COUNTY  
(COUNTY)  
FOR  
LAND AGREEMENT FOR NEW READINESS CENTER**

This is a memorandum of agreement (MOA) between the Texas Military Department and Jefferson County, 1085 Pearl Street, Beaumont, Texas 77701. When referred to collectively, the Texas Military Department and Jefferson County are referred to as the "Parties."

1. BACKGROUND: In the late 1950s, an Armory, now known as Readiness Center, was constructed in Beaumont. The Armory was occupied and utilized by the Texas Army National Guard until the early 2000s. As part of the 2005 Base Realignment and Closure (BRAC), the State of Texas agreed to divest itself of dozens of properties, including the one in Beaumont. That Readiness Center was approximately 20,000 square feet, and in poor condition. The land and building were divested in 2011. Additionally, the Port Neches and Port Arthur properties were divested, also as part of the BRAC 2005 agreement. These property disposals resulted in a lack of National Guard presence in that coastal area of Texas, which is prone to storms. As such, National Guard soldiers and airmen had to be transported to the area to support the Hurricane Harvey mission. Acquisition of a new Readiness Center in the Beaumont area is a benefit to the TMD as well as the local residents.

2. AUTHORITIES: The Adjutant General of Texas, or his or her designee, may enter into agreements as contained herein under the authority of Texas Government Code § 437.054. Agreements of this nature are also authorized pursuant to the current TMD / National Guard Bureau - Master Cooperative Agreement (MCA). Such Memorandums of Agreement are provided for under Appendix 1 of the MCA (Secs 101 through 108).

3. PURPOSE AND SCOPE: The TMD is in the process of competing for military construction (MILCON) funding for a new Readiness Center in the Beaumont Area. Beaumont has been identified as the highest priority location in Texas needing National Guard presence. The purpose of this agreement is to document the support of Jefferson County for this project, and commitment to provide land. A specific parcel will be identified as available and suitable for this construction process, and a real estate instrument will be executed as soon as all processes and official approvals are obtained. The proposed parcel is included as attachment 7.1.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. The Texas Military Department will—

4.1.1. Provide land criteria and facility requirements to the County as soon as possible

4.1.2. Fund all assessments, design and construction pertaining to this project, and provide copies of any applicable documents to the County as they become available and comply with any FAA or other relevant regulations.

4.1.3. Provide land/boundary survey of identified parcel, at no cost to the County

4.2. Jefferson County will—

4.2.1. Provide use of 20+ acres of land for a term of no less than 25 years to the TMD for construction of a new Readiness Center. 25 years is the minimum requirement in order for TMD to receive federal funds for construction

4.2.2. Provide any GIS layers for existing utility infrastructure, if any exist, as well as flood zone information to TMD

4.3. Both Parties will—

4.3.1. Communicate about any changes in policy or processes that may impact the availability of land or funding pertaining to this project or agreement

4.3.3. Parties shall meet to discuss the status of this project no fewer than twice per calendar year.

5. PERSONNEL: Each party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its own personnel

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POCS). The following POCS will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1. For the Texas Military Department —

6.1.1.1 Primary POC: Katie Evans, Real Property Manager, (512) 782-5723, [katherine.a.evans20.nfg@mail.mil](mailto:katherine.a.evans20.nfg@mail.mil)

6.1.1.2. Alternate POC: Jo Jones, Real Property Specialist, (512) 782-1508, [jo.r.jones2.nfg@mail.mil](mailto:jo.r.jones2.nfg@mail.mil)

6.1.2. For Jefferson County —

6.1.2.1 Primary POC: (name, title, phone, email)

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6.1.2.2. Alternate POC:

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6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Texas Military Department, to—

6.2.1. P.O. Box 5218, Attn: Building 38, Austin, Texas 78763

and, if to Jefferson County, to—

County Judge, 1149 Pearl St., 4<sup>th</sup> Floor, Beaumont, TX 77701

6.2.2. \_\_\_\_\_

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or as may from time to time otherwise be directed by the Parties.

6.3. REVIEW OF AGREEMENT. If non-reimbursable, this MOA will be reviewed no less often than mid-point on or around the anniversary of its effective date in its entirety. If reimbursable, this MOA will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the agreement will be reviewed in its entirety.

6.4. MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.6. TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 90 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.6.1. Should the TMD fail to be awarded the Readiness Center MILCON construction project, the TMD will notify the County within 30 days of notice from the National Guard Bureau.

6.6.1.1. If the TMD is not awarded the MILCON project, the Parties will schedule a meeting, to be held within 60 days, to discuss and review this MOA. This discussion will determine whether the Parties agree to resubmit the project for future year competition, or if the MOA will be terminated. If the MOA is to be terminated, the termination can be effective immediately, during that meeting.

6.7. TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.9. EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE. This MOA expires on \_\_\_\_\_.

6.11. NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.12. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.13. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

6.14. This MOU does not obligate funds or allow for the exchange of funds between agencies. The obligations of all Parties are subject to the availability of funds.

## 7. LIST OF ATTACHMENTS:

- 7.1. Aerial of land parcel in question
- 7.2. Tentative site plan
- 7.3. Unit requirements for Beaumont Readiness Center

AGREED:

For the Texas Military Department

For Jefferson County, Texas

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Signature

Signature

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Name and Title

---

Jeff R. Branick, County Judge  
Name and Title

---

DATE

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DATE

Mid-Point Review Due Date: \_\_\_\_\_

Mid-Point Review completed by: \_\_\_\_\_  
Signature and Name of Reviewer

**AGENDA ITEM****June 1, 2021**

Receive and file executed Amended Property Tax Abatement between Jefferson County and Emerald Biofuels Pursuant to Sec. 312.401, Texas Tax Code.

**AGENDA ITEM****May 11, 2021**

Consider, possibly approve, authorize the County Judge to execute an Amended Property Tax Abatement Agreement between Jefferson County and Emerald Biofuels Pursuant to Sec. 312.401, Texas Tax Code.



**STATE OF TEXAS** §  
**COUNTY OF JEFFERSON** §

**AMENDED ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE  
REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Emerald Biofuels (hereinafter sometimes referred to as "Emerald" or "OWNER").

## 1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Emerald Biofuels Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated April 14, 2020 (hereinafter referred to as the "REINVESTMENT ZONE"; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new Renewable Diesel Refinery and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner..

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## **2. AUTHORIZATION**

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE EMERALD BIOFUELS REINVESTMENT ZONE.**

## **3. DEFINITIONS**

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

#### **4. TERM OF ABATEMENT**

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2024 and shall terminate on December 31, 2029, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2021, this AGREEMENT shall be null and void.

#### **5. OWNER REPRESENTATIONS/OBLIGATIONS**

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2023, maintain a level of not less than 40 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of January 1, 2024 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 40 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 40 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s  
 A2 = revised Abatement \$s  
 E1 = 40 full-time jobs  
 E2 = revised employee count  
 A2 = A1 x (E2/E1)

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$330 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, e.g., piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
  - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
  - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:

- i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
- ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
- iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
- iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of

HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

## **6. VALUE OF ABATEMENT**

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

## **7. QUARTERLY MONITORING MEETINGS**

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

## **8. TAXABILITY**

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2021 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty

improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

#### **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

#### **11. EVENT OF DEFAULT**

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to

instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

## **12. RECAPTURE OF TAXES**

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

## **13. TERMINATION**

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above..

## **14. ASSIGNMENT**

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for

the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

#### 15. ENTIRE AGREEMENT

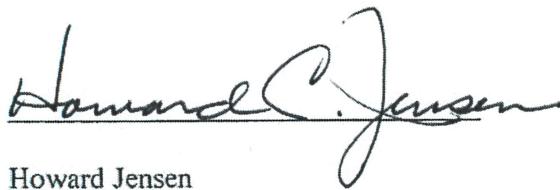
The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

#### 16. SUCCESSORS AND ASSIGNS

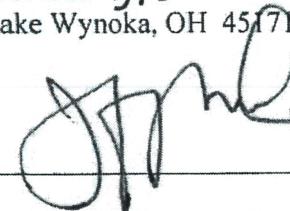
This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

#### 16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:



OWNER: Howard Jensen  
P.O. Box 318  
Lake Wynoka, OH 45171



COUNTY: Hon. Jeff R. Branick, County Judge  
Jefferson County Texas  
P.O. Box 4025  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney

the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

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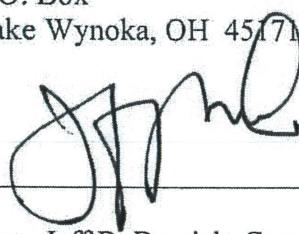
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**OWNER:**

Howard Jensen  
P.O. Box  
Lake Wynoka, OH 45171



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**COUNTY:**

Hon. Jeff R. Branick, County Judge  
Jefferson County Texas  
P.O. Box 4025  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney

1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8550  
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
First Assistant: Staff Attorney  
Jefferson County Courthouse  
P. O. Box 4025,  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

## **17. MERGER**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

## **18. INTERPRETATION**

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

## **19. APPLICABLE LAW AND VENUE**

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

## **20. SEVERABILITY**

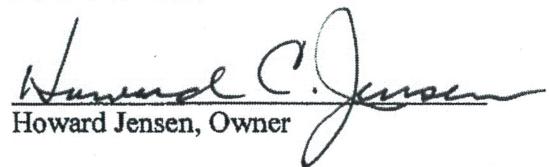
In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 19<sup>th</sup> day of May, 2021.

**FOR THE COUNTY:**

Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

**FOR OWNER:**

  
Howard Jensen, Owner

**EXHIBIT A "Description of Project"**

The proposed project is a facility to CONSTRUCT:

Assuming all necessary approvals are obtained, Emerald will construct a 6,500 bbls per day renewable diesel refinery.

The proposed improvements would include the feedstock preprocessing unit, a hydrotreating unit, and isomerization unit along with all process infrastructure and auxiliary equipment including, but not limited to storage tanks, compressors, motors, drums, vessels, heat exchangers, pumps, filters, reactors, blowers and fans, dryers, dust collection units, mixers, feeders, extruder, rotary valves, scales, trolleys and hoists, utility service lines, electrical switchgear, transformers, substations, instrumentation equipment, equipment and structural foundations including supports, control equipment, rail lines, and warehouses.

Executed in duplicate this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FOR THE COUNTY:**

---

Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

**FOR OWNER:**

---

Howard Jensen, Owner

**EXHIBIT A "Description of Project"**

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**“Tax Abatement Schedule”**

<b>Tax Year</b>	<b>Abatement Percentage</b>
1 2024	90%
2 2025	90%
3 2026	90%
4 2027	90%
5 2028	90%
6 2029	90%

**EXHIBIT B "Base Year Property"**

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

**EXHIBIT C – “Reinvestment Zone Order”**

**EXHIBIT D – “List of HUB/ DBE Companies”**

**Property Owner may acknowledge the County has previously provided this.**

**Exhibit "E"**

**Jefferson County Abatement Policy**

**It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.**

**EXHIBIT "F" - AFFILIATES OF OWNER**

**NONE**



# Resolution

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

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 1st day of June, 2021, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following RESOLUTION was adopted:

**WHEREAS, KENNETH R. EVANS**, has faithfully served as President of Lamar University for the past eight years; and

**WHEREAS, KENNETH R. EVANS**, during his tutelage, contributed to our region by creating the Center for Advances in Port Management, the Center for History and Culture of Southeast Texas and the Upper Gulf Coast, the Center for Education Innovation and Digital Learning and the Center for Midstream Management and Science; and

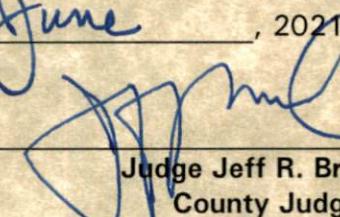
**WHEREAS, KENNETH R. EVANS**, oversaw new construction on campus, including: the Wayne A. Reaud Administration Building; the Center for Innovation, Commercialization and Entrepreneurship; the Science and Technology Building (the first fully academic building on campus in over four decades, including a state-of-the-art "Makerspace") and the Welcome Center – the university's first official front door, and serving as the starting place for all Cardinal journeys; and

**WHEREAS, KENNETH R. EVANS**, increased efforts in recruitment and retention of students, especially international and transfer students, faculty research and grant funding, higher quality customer service towards our students and prospective students as well as marketing and public relations; and

**WHEREAS, KENNETH R. EVANS**, brought the university through a strategic plan from 2015 to 2020 and finalized the strategic plan for 2020-2025.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend **KENNETH R. EVANS**, for his exceptional dedicated service as President of Lamar University, and we congratulate him on his retirement and wish him well in all his future endeavors, and we proclaim Saturday, June 5, 2021 as "**KENNETH R. EVANS DAY**."

SIGNED this 1st day of June, 2021

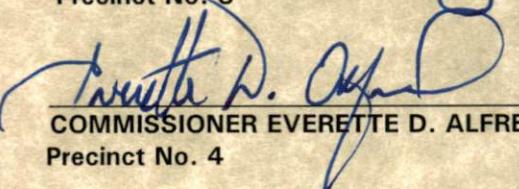
  
 Judge Jeff R. Branick  
 County Judge



  
 COMMISSIONER VERNON PIERCE  
 Precinct No. 1

  
 COMMISSIONER DARRELL W. BUSH  
 Precinct No. 2

  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)  Broad-Level Tiered Project for Jefferson County Harvey Allocation Buyout	2. HUD/State Identification Number  B-17-DM-48-0001	3. Recipient Identification Number (optional)  20-066-036-C242
4. OMB Catalog Number(s)  14.228 Community Development and Revitalization	5. Name and address of responsible entity  Jeff Branick, Jefferson County Judge 1149 Pearl Street, Beaumont, Texas 77701	
6. For information about this request, contact (name & phone number)  Jeff Branick, Jefferson County Judge, (409) 835-8466		
8. HUD or State Agency and office unit to receive request  Texas General Land Office Community Development and Revitalization P.O Box 12873 Austin, TX 78711-2873	7. Name and address of recipient (if different than responsible entity)  	

**The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following**

9. Program Activity(ies)/Project Name(s)  Harvey Round 1 Funding Local Buyout/Acquisition Allocation Buyout Program	10. Location (Street address, city, county, State)  Jefferson County, TX 77701
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## 11. Program Activity/Project Description

Jefferson County will provide a Buyout program for approximately twenty (20) residential dwellings affected by Hurricane Harvey. Assistance will be provided to homeowners located in a floodplain or reside in a repetitive flood area and who agree to relocate to outside the floodplain or a location of reduced flood risk. The properties acquired with funds provided under this Contract may be used for green space or for an eligible use, as defined by the Federal Register (final use deed restriction must be recorded in perpetuity at closing) and the GLO Implementation Manual. Since project locations are not precisely identified at this level of review, all potential environmental effects at the site-specific level cannot be evaluated. Nonetheless, the broad analysis generally describe environmental conditions and factors that must be considered during execution of a Program. Grant Amount: \$2,651,308.80; See attached mitigation.

**Part 2. Environmental Certification (to be completed by responsible entity)**

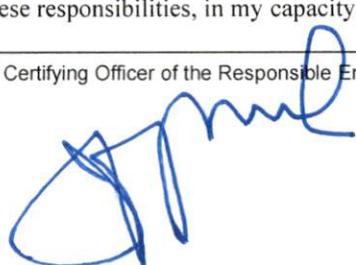
**With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:**

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity



Title of Certifying Officer

Jefferson County Judge

Date signed

05/27/21

Address of Certifying Officer

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

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

X

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

1. Acquire all required federal, state, and local permits prior to commencement of demolition and comply with all permit conditions.
2. If the scope of work of a proposed activity changes significantly, the application for funding must be revised and resubmitted for reevaluation under the NEPA.
3. If project demolition uncovers significant archaeological deposits the applicant agrees to immediately stop all work in that area and inform the Program. Work will not commence again in that area until the Program has conferred with the State Historic Preservation Office (SHPO) and/or Native American Tribes and informed the applicant that work can re-commence.
4. If project demolition will occur on a new footprint and clearing of potential migratory bird habitat will occur within 50 feet of the demolition site between March 15 and September 15, then a nest survey must be undertaken by a qualified biologist. If nests are identified, then a minimum 50-foot buffer from the work is required until the nest is no longer active. If an active migratory bird nest is incidentally disturbed during clearing, then the contractor shall collect and immediately transport the eggs to a wildlife rehabilitator. The GLO shall be notified of this action by the contractor so it can be placed into the ERR.
5. Implement and maintain erosion and sedimentation control measures sufficient to prevent deposition of sediment and eroded soil in onsite and offsite wetlands and waters and to prevent erosion in onsite and offsite wetlands and waters.
6. Minimize soil compaction by minimizing project ground disturbing activities in vegetated areas, including lawns.
7. Outfit all heavy equipment with operating mufflers.
8. Comply with the applicable local noise ordinance.
9. Use water or chemical dust suppressant in exposed areas to control excessive dust.
10. Cover the load compartments of trucks hauling dust-generating materials.
11. Reduce vehicle speed on non-paved areas and keep paved areas clean.
12. Retrofit older equipment with pollution controls.
13. Establish and follow specified procedures for managing contaminated materials discovered or generated during demolition.
14. Employ spill mitigation measures immediately upon a spill of fuel or other hazardous material.
15. Minimize idling and ensure that all on-road vehicles and non-road demolition equipment operated at or visiting the project site comply with all applicable local and county regulations.
16. All activities must comply with applicable federal, state, and local laws and regulations regarding asbestos, including but not limited to the following:

**Broad-Level Tiered Environmental Assessment  
Determinations and Compliance Findings for HUD – assisted Projects  
Pursuant to 24 CFR Part 58**  
**HARVEY ROUND 1 FUNDING**  
**Local Buyout/Acquisition**  
**Allocation Buyout Program**

140

- a. National Emission Standard for Asbestos, standard for demolition and renovation, 40 CFR 61.145
  - b. National Emission Standard for Asbestos, standard for waste disposal for manufacturing, fabricating, demolition, and spraying operations, 40 CFR 61.150
17. Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (e.g. asbestos, lead-based paint) or household waste (e.g., demolition and demolition debris, pesticides/herbicides, white goods).
18. All activities must comply with applicable federal, state, and local laws and regulations regarding lead-based paint, including but not limited to HUD's lead-based paint regulations in 24 CFR 35(b)(h)(j) and GLO's Lead-Based Paint Mitigation Policy Standard Operating Procedure.
19. Project demolition shall apply appropriate materials and demolition techniques to prevent radon gas contamination (<https://www.epa.gov/radon/radon-resources-builders-and-contractors>).
20. Ensure compliance with state and local floodplain protection procedures. Industry specific mitigation measures will be applied to return the area to its original condition and contours. Take precautions to case minimal disturbance within the construction area using best management practices to prevent runoff through berming and silt fencing. The disturbed soils will be reseeded with a mixture f grasses and forbs native to Jefferson County.
21. Final use deed restriction must be recorded in perpetuity at closing and will need to be added to the site specific when available.

Commissioners' Court Order No. 10-U-21

Precinct No. 2

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

Date 5-21-2021

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

**AT&T** (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of **FIBER OPTIC CABLE**, location of which is fully described as follows: *1900' +/- along Craigen Road to Valero Facility.*

1 pages of drawings attached.

Construction will begin on or after JUNE 7, 20 21.

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

Company AT&T

By JERRY RICHARDSON

Title ENGINEER

Address 350 PINE ST SUITE 650

BEAUMONT TX 77701

Telephone 409-659-2423

Fax No. jrich2052@gmail.com

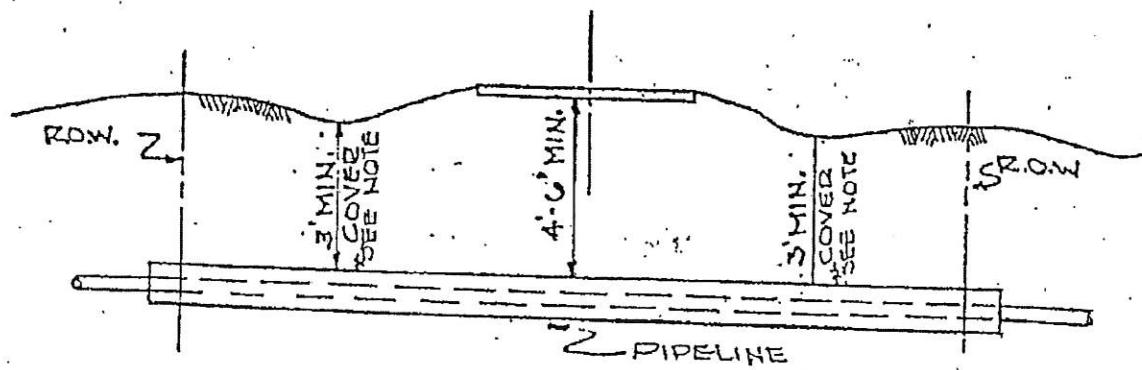
## FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

Enclosed, please find the required application fee:

<u>1</u> road crossing @ \$100.00	\$ <u>N/A</u>
<u>1900 ft</u> miles parallel @ \$150.00/mile or fraction	\$ <u>N/A</u>
TOTAL	\$ <u>N/A</u>

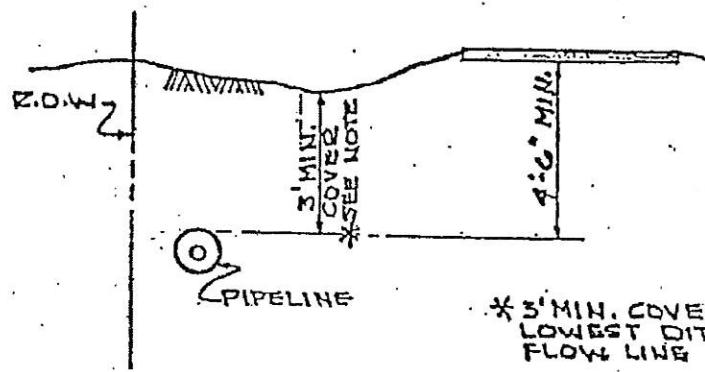
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work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



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

NOTE: CASING TO EXTEND  
10' OUTSIDE ROW EACH  
SIDG OF ROAD.

## 1. STANDARD PIPELINE CROSSING



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

## 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

12-7-79 | NO SCALE | *as per*

## ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

Michael D. Dot  
Director of Engineering

5-25-2021  
Date

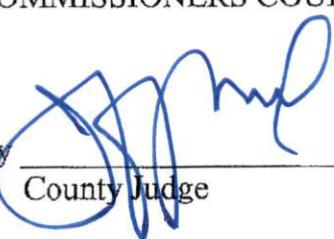
## COMMISSIONERS COURT ORDER

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

### COMMISSIONERS COURT

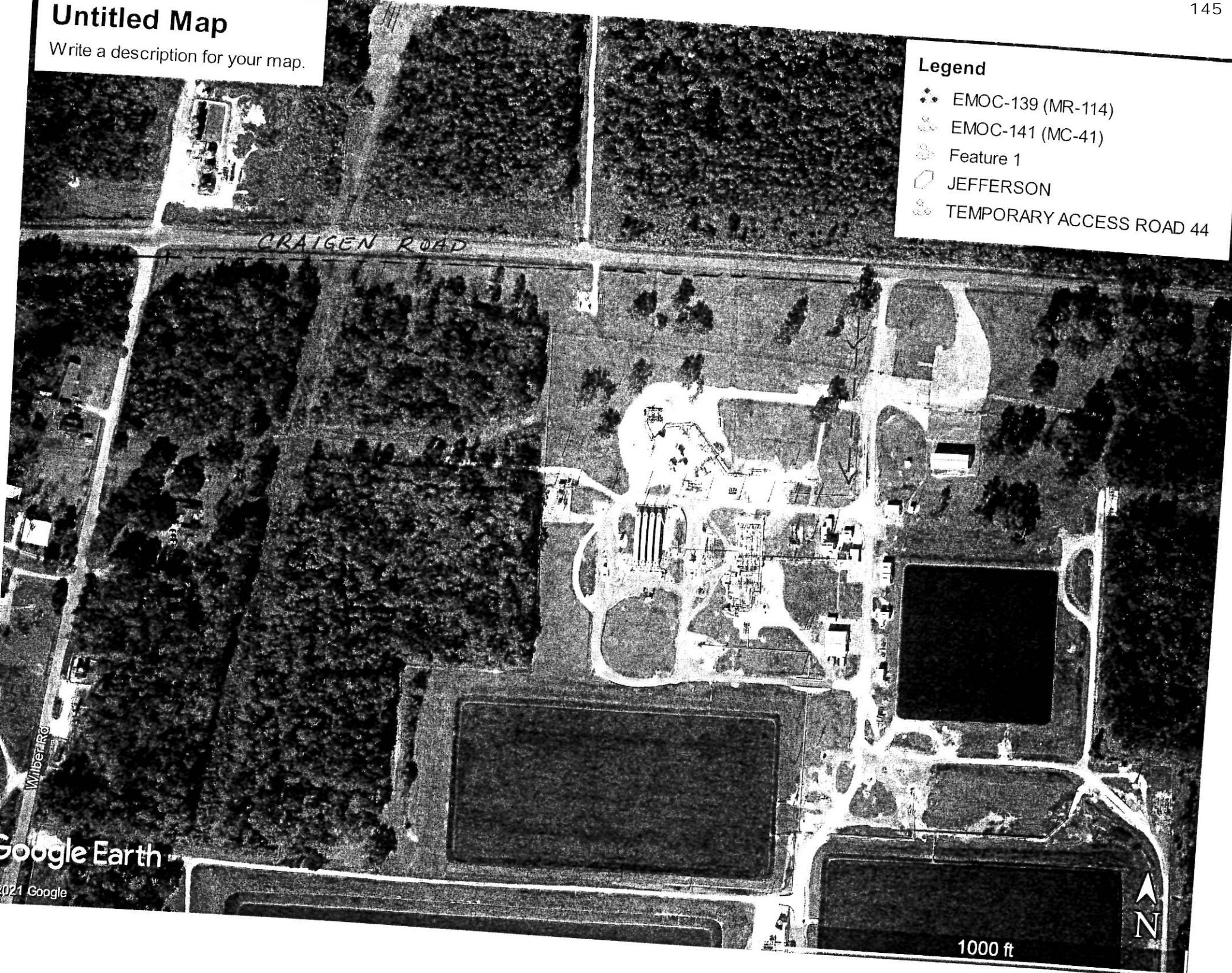
By

County Judge

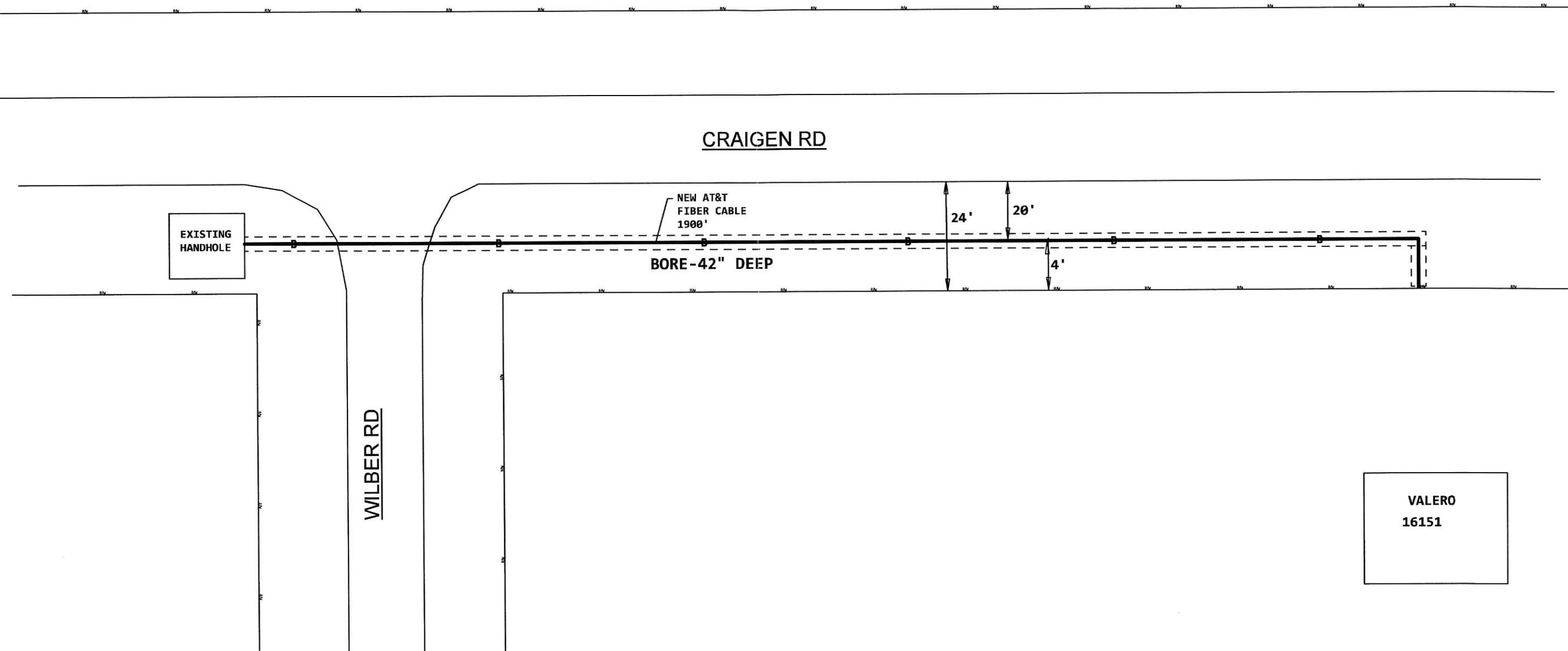


# Untitled Map

Write a description for your map.



## JEFFERSON COUNTY PERMIT



PROJECT #	A0233FL	DATE SVC REQ'D
		07/22/2021
DA	GEO LOC	CLLI
2248	WZ3794 FNNNTXFN	
PRIMARY ENGR.:	ROMERO, DARRELL J	
ENGR. ID:	DR9759	PERMIT REQ'D.
PHONE #:	4099241494	PRINT 10 <sup>1</sup> F 6

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Craigen Rd

Craigen Rd

Craigen Re

**EXIST.  
HANDHOLD**

260

Craigen Rd

Craigen Rd

**NEW FIBER  
CABLE- 1900'**

Craigen Rd

Craigen Rd

Google

**AGENDA ITEM****June 1, 2021**

Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Beaumont for Hurricane Crisis Cooperative Agreement Projects for aerial and ground adulticiding pursuant to Chapter 791, Texas Government Code.

INTERLOCAL AGREEMENT  
BETWEEN  
THE COUNTY OF JEFFERSON, TEXAS  
AND  
CITY OF BEAUMONT, TEXAS  
HURRICANE CRISIS COOPERATIVE AGREEMENT PROJECTS  
NOVEMBER 2018 – JUNE 30, 2021

STATE OF TEXAS §  
COUNTY OF JEFFERSON §

THIS INTERLOCAL AGREEMENT is executed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021, by and between the COUNTY OF JEFFERSON,  
STATE OF TEXAS, hereinafter referred to as "County," acting by and through its duly  
elected and qualified County Judge, and the CITY OF BEAUMONT, TEXAS, a home-rule  
city of Jefferson County, Texas, hereinafter referred to as "City," under the terms,  
authority and provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas  
Government Code as follows:

WHEREAS, the Parties are each independently authorized, pursuant to Texas  
Government Code Sec. 791.001 to enter into a joint agreement to provide a governmental  
function or service which each party to the agreement is authorized to perform individually  
for public health and welfare purposes pursuant to Texas Government Code 791.003  
(3D), 791.013 (c); and,

WHEREAS, each party finds: 1) that the subject of this agreement is necessary for  
the benefit of the public; and 2) that it has the legal authority to perform and to provide  
the government function or service which is the subject matter of this agreement; and,

WHEREAS, the City of Beaumont does not have the training or equipment suited for such service; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all Parties, that the undertaking will benefit the public; and,

WHEREAS, the total funding allocation is \$50,382.81; and the City of Beaumont, Texas Health Department agree to provide Jefferson County, Texas \$50,382.81 from the Hurricane Crisis Cooperative Agreement Projects Grant; and

NOW, THEREFORE, in consideration of the covenants, conditions and undertakings hereinafter described, it is agreed:

1. Jefferson County shall furnish labor, equipment and chemical to provide Aerial and Ground Aduliciding when and as determined at the discretion of the Director for Jefferson County Mosquito Control District subject to the requirements of Sec 791.003 of the Texas Government Code.
2. The City of Beaumont agrees to use the funding for the purchase of Fyfanon Insecticide from Veseris.
3. The City of Beaumont agrees to act as buyer or purchasing agent of product and will arrange for delivery to Jefferson County, Texas Mosquito Control District.
4. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
5. The Parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

EXECUTED the day and year above written.

ATTEST:

JEFFERSON COUNTY, TEXAS

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Jefferson County, Texas

By:

ATTEST:

CITY OF BEAUMONT, TEXAS

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City of Beaumont, Texas

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By: Kyle Hayes, City Manager

**Special, June 01, 2021**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, June 01, 2021