

**SPECIAL, 11/30/2021 10:30:00 AM**

BE IT REMEMBERED that on November 30, 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:

*Notice of Meeting and Agenda and Minutes*  
*November 30, 2021*

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  
November 30, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **30th** day of **November 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. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.074 to discuss or deliberate regarding personnel matters.

11:15 A.M. Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending or anticipated litigation.

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/commmlink.htm](https://co.jefferson.tx.us/comm_crt/commmlink.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: Darrell Bush, Commissioner, Precinct Two**

*Notice of Meeting and Agenda and Minutes*  
*November 30, 2021*

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

## **COUNTY AIRPORT:**

1. Consider and possibly approve and authorize the County Judge to execute a Lease Amendment between Jefferson County and Hotard Coaches, LLC. This amendment extends the term of their lease to June 30, 2022, and removes the “Jerry Ware Parking Lot” from their lease agreement.

**SEE ATTACHMENTS ON PAGES 9 - 10**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and possibly approve and authorize the County Judge to execute a Lease between Jefferson County and Southeast Texas Motor Homes. The lease is for 1 year for the “Jerry Ware Parking Lot.” The purpose of the lease is to provide a sales/purchase/resale of Motorhomes, RVs, and Travel Trailers.

**SEE ATTACHMENTS ON PAGES 11 - 18**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

3. Consider and approve electronic disbursement for \$774,677.53 to LaSalle for revenue received from entities for inmate housing.

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

4. Consider and approve a donation from BASF TOTAL Petrochemicals in the amount of \$3,000 pursuant to Section 81.032, Texas Local Government Code. The donation is for equipment and supplies for the Jefferson County Veterans Park.

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**



5. Regular County Bills – check #489238 through checks #489425.

**SEE ATTACHMENTS ON PAGES 19 - 27**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

## **COUNTY CLERK:**

6. Consider and possibly approve, execute, receive and file Joint Resolution and Statistical Information for Joint Primary to be conducted on March 1, 2022 and Joint Primary Runoff to be held on May 24, 2022.

**SEE ATTACHMENTS ON PAGES 28 - 29**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Opposed: County Judge Branick**

**Action: APPROVED**

7. Consider and possibly approve, receive and file Joint Primary Election Services Contract between the Jefferson County Elections Officer and the Jefferson County Democratic Party Chair for the March 1, 2022, Joint Primary Election and May 24, 2022, Joint Primary Runoff Election.

**SEE ATTACHMENTS ON PAGES 30 - 36**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Opposed: County Judge Branick**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*November 30, 2021*

8. Consider and possibly approve, receive and file Joint Primary Election Services Contract between the Jefferson County Elections Officer and the Jefferson County Republican Party Chair for the March 1, 2022, Joint Primary Election and May 24, 2022, Joint Primary Runoff Election.

**SEE ATTACHMENTS ON PAGES 37 - 43**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Opposed: County Judge Branick**

**Action: APPROVED**

9. Consider and possibly approve, execute, receive and file, Election Services Contract and Lease Agreement with the City of Groves for their December 14, 2021, Runoff Election.

**SEE ATTACHMENTS ON PAGES 44 - 57**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Opposed: County Judge Branick**

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

10. Consider, possibly approve, authorize the County Judge to execute, receive and file Drainage Easement from Jefferson County to Jefferson County Drainage District No. 6.

**SEE ATTACHMENTS ON PAGES 58 - 60**

**Action: TABLED**

11. Consider, possibly approve receive and file executed Intergovernmental Contract between Jefferson County, Texas and the City of Nederland.

**SEE ATTACHMENTS ON PAGES 61 - 67**

**Motion by: Commissioner Bush**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **ENGINEERING:**

12. Consider and possibly adopt a Resolution recognizing Mike Fuselier for 40 years of dedicated service to the Jefferson County Engineering Department and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 68 - 68**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

13. Execute, receive and file Pipeline Permit 06-P-21 to Chevron Phillips Chemical for the purpose of constructing pipe line located in Precinct 2.

**SEE ATTACHMENTS ON PAGES 69 - 85**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

14. Consider and possibly approve a Minor Plat of a portion of Tract I and Tract II (both recorded in C.F. No 2017039776, OPJCT) into Tract I, II, III, & IV of the Wilber Conn Hamshire Road Addition, T. & N.O. R. R. Survey, Section No. 135, Abstract No. 267. This project is located in Jefferson County, Texas off of Hamshire Road in Precinct #3. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 86 - 86**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

15. Consider and possibly adopt a Resolution recognizing Steven Carr for 32 years and 8 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

**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**

16. Consider and possibly approve U.S. Department of Justice, United States Marshal Service modification no. 17 to the current inter-governmental agreement 78-01-0077. The purpose of this agreement is to correct the number of DOL Wage Determination that was used for the annual DOL WD's submitted for years 2020 and 2021. The correct DOL WD number is 2015-5217. There is no change in the wage rates.

**SEE ATTACHMENTS ON PAGES 88 - 123**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

## **Other Business:**

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

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

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

## 2ND AMENDMENT TO LEASE AGREEMENT

This second rental agreement amendment (the "Second Amendment"), is made and entered into effective this 30th day of November, 2021, by and between Jefferson County, ("Lessor") and Hotard Coaches, LLC. ("Lessee").

### RECITALS

Whereas on June 2nd, 2020, Lessor and Lessee entered into a certain Parking Lot Rental Agreement (the "Lease Agreement"), whereby Lessee leased paved parking areas from Lessor;

Whereas on September 15<sup>th</sup>, 2020, Lessor and Lessee amended the contract to add Jerry Ware Terminal Parking Lot, to their lease agreement;

Whereas the parties desire to amend the term of the Lease Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED **SECTION 2. RATE** IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

1. **Premises:** For and in consideration of the rent and covenants herein contained, Lessor hereby leases to Lessee the exclusive use of the following:
  - A. Hangar 7 Parking Lot – Containing approximately 482 paved parking spaces, more or less, located adjacent to Hangar 7, and
  - B. Commercial Terminal Lot #5 – Containing approximately 226 paved parking spaces, more or less, located west of the Main Commercial Terminal, immediately adjacent to the concrete passenger parking lot, called Commercial Terminal Lot #4, and
2. **Terms.** This agreement shall become effective April 1, 2020 and shall expire on June 30, 2022. At the expiration of the initial term, lessor and lessee will negotiate new terms and rental rates if lessee desires to continue leasing said premises.
3. **Rentals:** Lessee covenants and agrees to pay to Lessor rental as follows:
  - A. Hangar 7 Parking Lot:
    1. \$9.00 per space per month for 482 spaces for a total of (\$4,338 month / \$52,056 year)
  - B. Commercial Terminal Lot #5:
    1. \$9.00 per space per month for 226 spaces for a total of (\$2,034 month / \$24,408 year)
  - C. TOTAL RENTAL

1. \$9.00 per space per month for a minimum of 708 spaces for a minimum total of (\$6,372 month / \$76,464 year)

LESSOR: Jefferson County - Jack Brooks Regional Airport

By: 

Jeff Branick – Jefferson County Judge

Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

LESSEE: Hotard Coaches, Inc.

By: \_\_\_\_\_

Callen Hotard, CEO – Hotard Coaches, Inc.



THE STATE OF TEXAS	§	<u>PARKING LOT</u>
COUNTY OF JEFFERSON	§	<u>RENTAL AGREEMENT</u>

**THIS AGREEMENT** entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and Southeast Texas Motorhomes herein referred to as "Lessee".

**WHEREAS**, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

**WHEREAS** "Lessee", is qualified to do business in the State of Texas and desires to enter a Parking Lot Rental Agreement with the Lessor for the purpose of leasing parking facilities, with the understanding that the scope of business operations permitted by this agreement is limited to Lessee's temporary parking use. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport, and

**WHEREAS**, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth, and

**WHEREAS**, Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, State of Texas, Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the parking area, its use or occupancy, and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises**. For and in consideration of the rent and covenants herein contained Lessor hereby leases to the Lessee the exclusive use of the following:

A. Jerry Ware Parking Lot – Containing approximately 2.0 acres of paved parking spaces, more or less, located adjacent to Jerry Ware General Aviation Terminal.

2. **Terms**. This agreement shall become effective December 1, 2021, and shall expire on November 30, 2022. At the expiration of the initial term, lessor and lessee will negotiate new terms and rental rates if lessee desires to continue leasing said premises.

3. **Rentals**. Lessee covenants and agrees to pay to Lessor rental as follows:

A. Jerry Ware Parking Lot:

1. \$2,025 per month for or \$24,300 year

4. **Due Date**. All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall bear interest at the highest rate allowed by law from the date it is due until paid.

5. **Damages.** Any damage to exiting airport property, including but not limited to roads, pavement, fixtures, and road signs, as a result of lessee's business operation will be the responsibility of the lessee to correct. At no time will lessee's busses park on any road where said vehicle's tires are off-pavement and cause damage to soil adjacent to pavement resulting in road damage. If said event occurs, lessee will be responsible for reimbursement to either the Airport or Jefferson County for costs incurred to repair damage.

6. **Taxes.** Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

7. **Prohibited Uses.** The purpose of the lease is exclusively to provide a sales lot for the sale/purchase/resale of Motorhomes, RVs, Travel Trailers, etc. All vehicles and trailers parked on the lot will be in clean condition and not be an "eye-sore". Dilapidated vehicles and trailers will not be permitted on premises. Lessee shall not use the premises for (a) the sale of aircraft fuels, lubricants, or propellants; or (b) the operating of any public restaurant, cafeteria, kitchen stand, or game machines. Lessee shall not perform any vehicle maintenance on leased premises other than minor interior and exterior repairs. Lessee shall not perform any oil changes, engine, transmission, frame, undercarriage repairs on premises.

Lessee will be allowed to place a temporary building to conduct sales and administrative activities, however said building must be in a clean and presentable condition. Lessee will be permitted to erect signage after approval from Airport Director.

8. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities. The Lessee shall furnish, at its sole cost and expense, utilities as required to the leased space. In the course of connecting any temporary buildings to electrical power, if the parking lot lights are on the same circuit, Lessee shall be responsible for the electrical utilities of the parking lot lights.

9. **Lessor's Responsibilities.** Lessor shall, at its expense and risk, maintain reasonable care of landscaping and the regular mowing of grass and maintenance of paving outside the leased area. Lessor will not be responsible for damage to lessee's equipment or customers vehicles as a result of mowing activities. Lessor will mow with the mower discharge away from the parking lot to mitigate potential damage to Lessee's vehicles.

10. **Lessee's Responsibilities.** Lessee shall, at its own expense and risk, maintain the premises and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty accepted. In the event Lessee should neglect to reasonably maintain the premises, Lessor shall have the right, but not the obligation, after written notice and a reasonable opportunity to correct the alleged condition, to cause repairs or corrections to be made, and any reasonable costs, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

Lessee will be responsible for any damage to the parking lot surface caused by the traffic of Lessee's vehicles.



11. **Alterations.** Lessee shall make no additions or alterations to the improvements of the leased premises without the written permission of the Airport Director. Lessee is allowed to paint the existing low-profile perimeter pipe fence and make repairs to the existing swing-arm gates. Any additional fencing required or requested by the Lessee will need prior approval from Airport Director and at the sole cost and expense of the Lessee.

12. **Condition and Surrender.** By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, and accepts the same in an "as is" condition. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section I and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs, therefore, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

13. **Hold Harmless Covenant.** Lessee covenants and agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of Lessee, his agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

14. **Insurance.** The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.

A. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.

B. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.

C. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of One Hundred Thousand Dollars (\$100,000.00) for property damage growing out of any accident or other cause.

D. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars (\$500,000.00), for any vehicles operated by Lessee on the airfield.

E. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

15. **Relationship of Parties.** This relationship between Lessor and Lessee is not a bailment and in no way is to be construed to be a bailment. Lessor shall not be liable for any acts or omissions of Lessee or an independent contractor. Nor shall the Lessor be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport.

16. **Events of Default.** If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of ten (10) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, any such event shall be deemed to be an event of default by Lessee under this lease.

17. **Remedies.** Upon the occurrence of any event of default specified in Section 16 hereof, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this lease in which event Lessee shall immediately surrender the premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination.
- (b) Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

No reentry or taking possession of the premises by Lessor shall be construed as an election on its part to terminate this lease, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance



of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession. Should Lessor at any time terminate this lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including cost of recovering the premises and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the reasonable rental value of the premises for the remainder of the said term, all of which amounts shall be immediately payable from Lessee to Lessor.

18. **Cancellation.** After the expiration of the initial term and not before, Lessee and Lessor shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than thirty (30) days written notice of its interest to cancel this lease to the other party. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at the will of Lessor.

19. **Assignment or Sublease.** Lessee agrees not to assign the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent which shall not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein, without Lessor's written consent, and Lessor's consent shall not be unreasonably withheld. Lessee shall have no right to sublease any part of this lease or of the lease premises.

20. **Right of Entry.** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

21. **Compliance.** Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, including FAA approved Certification Manual, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

22. **Airport Regulations.** The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.

23. **Air Operations Area Security**. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Federal Aviation Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.

24. **Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

25. **Affirmative Action**. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

26. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

**AIRPORT MANAGER  
Jack Brooks Regional Airport  
4875 Parker Drive  
Beaumont, Texas 77705**

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

**Gary Armagh  
Southeast Texas Motorhomes  
21833 IH-10  
Vidor, TX 77662  
1 Tel. 615-775-1681  
Email: GaryArmagh@Yahoo.com**

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

**JEFFERSON COUNTY, TEXAS LESSOR**

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

Dated: \_\_\_\_\_

**Jeff Branick, County Judge**

**Jefferson County, Texas**

**LESSEE**

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

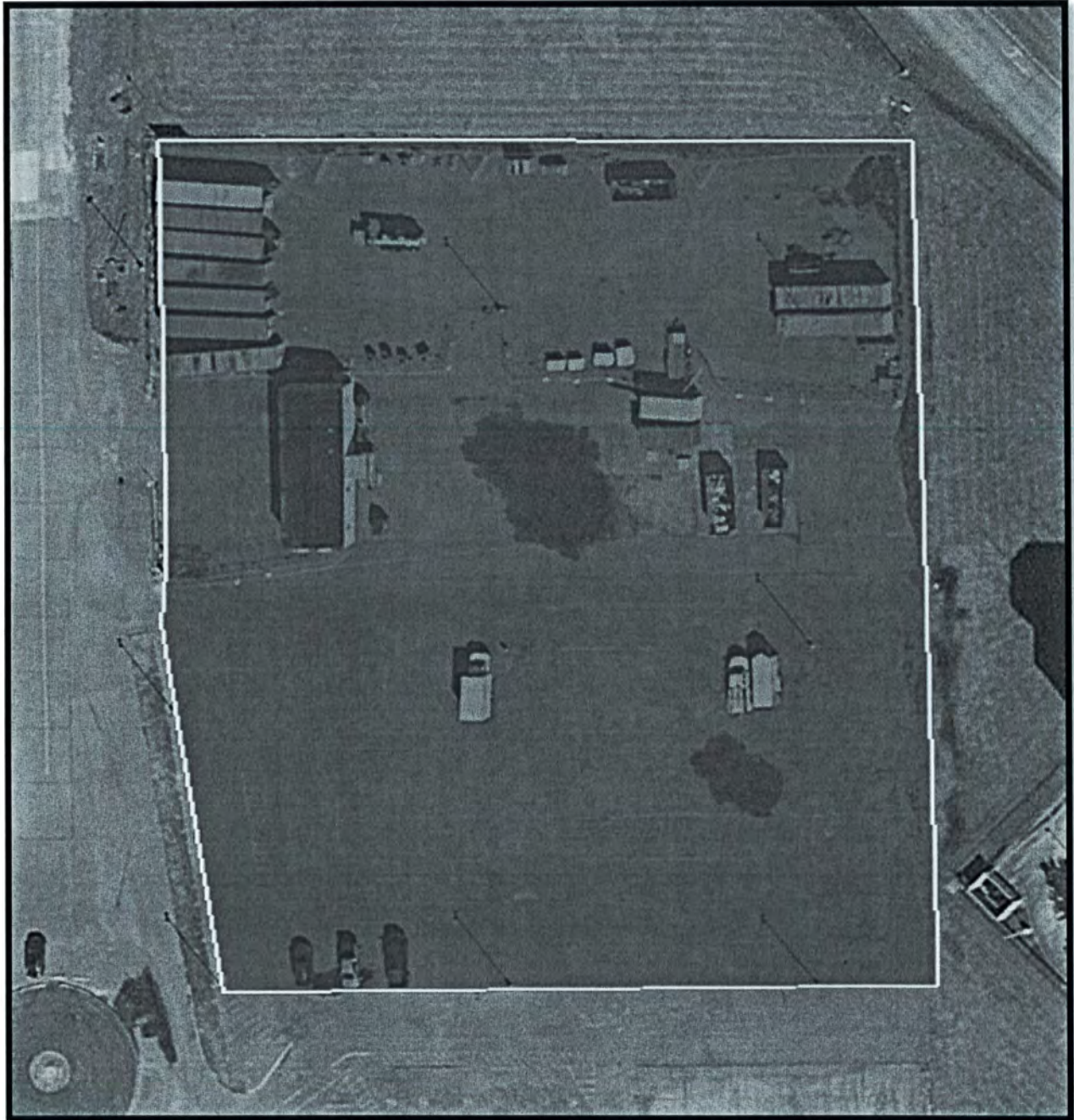
Dated: \_\_\_\_\_

**Gary Armagh**

**Southeast Texas Motorhomes**



**Leased Premises**  
**Jerry Ware Terminal Parking Lot**



PGM: GMCOMMV2	DATE 11-30-2021	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
DAWN DONUTS	52.50	489390
ROAD & BRIDGE PCT.#1		52.50**
GULF COAST SCREW & SUPPLY	52.32	489287
M&D SUPPLY	251.37	489296
SMART'S TRUCK & TRAILER, INC.	286.88	489310
S.E. TEXAS BUILDING SERVICE	325.00	489311
AT&T	69.22	489312
VULCAN MATERIALS CO.	5,899.47	489318
ROLLINS TRUCK & TRAILER REPAIR	714.50	489320
SOUTHERN TIRE MART, LLC	931.58	489321
VERIZON WIRELESS	75.98	489331
ADVANCE AUTO PARTS	5.97	489377
PETROLEUM MATERIALS LLC	490.00	489386
A-1 MAIDA FENCE COMPANY	150.00	489388
GULF COAST	514.80	489403
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
ROAD & BRIDGE PCT.#2		9,866.09**
EASTEX RUBBER & GASKET	326.78	489279
MUNRO'S	20.00	489298
RITTER @ HOME	12.99	489304
VULCAN MATERIALS CO.	3,007.20	489318
ALL SERV INDUSTRIAL LLC	35.66	489361
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
ROAD & BRIDGE PCT. # 3		3,501.63**
A&A EQUIPMENT	137.88	489260
ENTERGY	313.60	489288
MUNRO'S	33.15	489298
OFFICE DEPOT	84.11	489300
S.E. TEXAS BUILDING SERVICE	65.00	489311
TIME WARNER COMMUNICATIONS	123.38	489313
VERIZON WIRELESS	37.99	489331
MARTIN PRODUCT SALES LLC	531.70	489353
INTERSTATE ALL BATTERY CENTER - BMT	967.70	489362
ATTABOY TERMITE & PEST CONTROL	42.29	489363
NORTHERN TOOL AND EQUIPMENT	359.94	489373
BRU-CO ALUMINUM INC	13,500.00	489406
ROAD & BRIDGE PCT.#4		16,196.74**
ABLE FASTENER, INC.	6.26	489262
SPIDLE & SPIDLE	4,880.94	489265
CITY OF BEAUMONT - WATER DEPT.	26.56	489275
RB EVERETT & COMPANY, INC.	186.43	489280
CASH ADVANCE ACCOUNT	510.98	489294
M&D SUPPLY	356.34	489296
MUNRO'S	87.89	489298
OFFICE DEPOT	82.66	489300
SANITARY SUPPLY, INC.	287.67	489308
SOUTHERN TIRE MART, LLC	79.95	489321
MODICA BROS. TIRES & WHEELS	345.88	489336
FOUR SEASONS EQUIPMENT	1,745.21	489340
ON TIME TIRE	65.00	489374
ASCO	10,334.29	489379
TRANSIT & LEVEL CLINIC LLC	229.98	489392
GULF COAST	1,689.11	489403
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
SOUTHEAST TEXAS AAA VACUUM TRUCK	2,376.00	489424
ENGINEERING FUND		23,390.15**
UNITED STATES POSTAL SERVICE	4.15	489333
CANON SOLUTIONS AMERICA INC	290.40	489378
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	489412
PARKS & RECREATION		569.55**

PGM: GMCOMMV2	DATE 11-30-2021	AMOUNT	CHECK NO.	PAGE: 2 20 TOTAL
CITY OF PORT ARTHUR - WATER DEPT.		39.31	489276	
ENTERGY		213.98	489288	
SPRINT WASTE SERVICES LP		378.00	489382	
GENERAL FUND				631.29**
JEFFERSON CTY. CLERK		2,304.19	489263	
TAX OFFICE				2,304.19*
OFFICE DEPOT		57.05	489300	
DEPARTMENT OF INFORMATION RESOURCES		.16	489325	
UNITED STATES POSTAL SERVICE		723.91	489333	
ROCHESTER ARMORED CAR CO INC		378.40	489368	
CUMMINS-ALLISON CORP		121.31	489376	
FUNCTION 4 LLC - WELLS FARGO FINANC		396.00	489412	
COUNTY HUMAN RESOURCES				1,676.83*
UNITED STATES POSTAL SERVICE		15.51	489333	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	489412	
AUDITOR'S OFFICE				114.51*
UNITED STATES POSTAL SERVICE		.53	489333	
FUNCTION 4 LLC - WELLS FARGO FINANC		211.00	489412	
COUNTY CLERK				211.53*
UNITED STATES POSTAL SERVICE		211.46	489333	
FUNCTION 4 LLC - WELLS FARGO FINANC		409.00	489412	
COUNTY JUDGE				620.46*
ROCKY LAWDERMILK		2,250.00	489341	
THE YOE'S LAW FIRM, LLP		500.00	489349	
HARVEY L WARREN III		2,250.00	489365	
MOORE LANDREY LLP		500.00	489367	
JAMES M BLACK		500.00	489400	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	489412	
LAW FIRM OF NANCY HART HOFFMAN		1,000.00	489425	
RISK MANAGEMENT				7,099.00*
CASH ADVANCE ACCOUNT		702.46	489294	
UNITED STATES POSTAL SERVICE		10.64	489333	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	489412	
COUNTY TREASURER				812.10*
CDW COMPUTER CENTERS, INC.		62.54	489323	
UNITED STATES POSTAL SERVICE		119.08	489333	
PURCHASING DEPARTMENT				181.62*
UNITED STATES POSTAL SERVICE		2.29	489333	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	489412	
GENERAL SERVICES				101.29*
CASH ADVANCE ACCOUNT		25.00	489294	
SPINDLETOP MHMR		34,666.91	489295	
TIME WARNER COMMUNICATIONS		227.66	489314	
ADVANCED STAFFING		78.00	489322	
DATA PROCESSING				34,997.57*
VERIZON WIRELESS		75.98	489331	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	489412	
VOTERS REGISTRATION DEPT				174.98*



PGM: GMCOMMV2	DATE 11-30-2021		PAGE: 3
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	198.33	489333	198.33*
ELECTIONS DEPARTMENT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412	99.00*
DISTRICT ATTORNEY			
OFFICE DEPOT	59.06	489300	
UNITED STATES POSTAL SERVICE	85.07	489333	
MCM ELEGANTE HOTEL	209.28	489350	
LAUREN KEMP	54.09	489397	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	489412	
COURT REPORTERS CLEARINGHOUSE, INC	509.70	489418	
AMI CAROL MURPHY	400.00	489420	1,825.20*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	553.07	489333	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412	652.07*
CRIMINAL DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	489412	198.00*
58TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412	99.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412	99.00*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.53	489333	.53*
172ND DISTRICT COURT			
TEXAS COURT REPORTERS ASSOCIATION	165.00	489316	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412	264.00*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	595.00	489286	
UNITED STATES POSTAL SERVICE	211.95	489333	
THOMSON REUTERS-WEST	278.00	489380	
MELISSA NAIL	480.15	489393	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412	1,664.10*
279TH DISTRICT COURT			
PHILLIP DOWDEN	1,292.50	489269	
ANITA F. PROVO	550.00	489302	
JOEL WEBB VAZQUEZ	385.00	489345	
JONATHAN L. STOVALL	110.00	489370	
MATUSKA LAW FIRM	330.00	489383	2,667.50*
317TH DISTRICT COURT			
PHILLIP DOWDEN	1,050.00	489269	
THOMAS J. BURBANK PC	650.00	489273	
JONATHAN L. STOVALL	450.00	489370	
LINDSAY LAW FIRM, PLLC	225.00	489371	
MATUSKA LAW FIRM	325.00	489383	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412	2,799.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	35.54	489333	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412	134.54*
JUSTICE COURT-PCT 1 PL 2			

PGM: GMCOMMV2	DATE 11-30-2021	AMOUNT	CHECK NO.	PAGE: 4 22 TOTAL
NAME				
OFFICE DEPOT		299.95	489300	299.95*
JUSTICE COURT-PCT 2				
OFFICE DEPOT		149.95	489300	149.95*
JUSTICE COURT-PCT 4				
DEPARTMENT OF INFORMATION RESOURCES		.07	489325	
LYNETTE HENSLEY		39.05	489415	39.12*
JUSTICE COURT-PCT 6				
UNITED STATES POSTAL SERVICE		40.93	489333	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	489412	139.93*
JUSTICE COURT-PCT 7				
AT&T		34.61	489312	
DEPARTMENT OF INFORMATION RESOURCES		.13	489325	34.74*
JUSTICE OF PEACE PCT. 8				
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	489412	99.00*
COUNTY COURT AT LAW NO.1				
UNITED STATES POSTAL SERVICE		4.82	489333	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	489412	103.82*
COUNTY COURT AT LAW NO. 2				
DAVID GROVE		500.00	489266	
JACK LAWRENCE		250.00	489267	
THOMAS J. BURBANK PC		300.00	489273	
BRUCE W. COBB		250.00	489277	
NATHAN REYNOLDS, JR.		400.00	489303	
UNITED STATES POSTAL SERVICE		17.13	489333	
JOEL WEBB VAZQUEZ		500.00	489345	
JARED GILTHORPE		750.00	489385	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	489412	
LAW OFFICE OF GILES R COLE & ASSOC		500.00	489419	3,566.13*
COUNTY COURT AT LAW NO. 3				
A. MARK FAGGARD		1,300.00	489281	
EDWARD B. GRIPON, M.D., P.A.		595.00	489286	
UNITED STATES POSTAL SERVICE		12.45	489333	
LANGSTON ADAMS		1,500.00	489342	
JOEL WEBB VAZQUEZ		550.00	489345	
ANTOINE FREEMAN		2,100.00	489359	
THOMSON REUTERS-WEST		185.00	489381	
MATUSKA LAW FIRM		250.00	489383	
JARED GILTHORPE		250.00	489385	
LAW OFFICE OF GILES R COLE & ASSOC		250.00	489419	6,992.45*
COURT MASTER				
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	489412	99.00*
MEDIATION CENTER				
UNITED STATES POSTAL SERVICE		2.12	489333	2.12*
COMMUNITY SUPERVISION				
FUNCTION 4 LLC - WELLS FARGO FINANC		396.00	489412	396.00*
SHERIFF'S DEPARTMENT				
RAY ALLEN MFG. CO., INC.		124.99	489264	
FED EX		5.84	489282	
GT DISTRIBUTORS, INC.		772.00	489284	

PGM: GMCOMMV2	DATE 11-30-2021	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
OFFICE DEPOT	715.70	489300
SABINE NECHES CHIEFS ASSOCIATION	250.00	489306
SAM'S WESTERN WEAR, INC.	103.92	489307
DEPARTMENT OF INFORMATION RESOURCES	537.36	489325
UNITED STATES POSTAL SERVICE	972.07	489333
UNITED STATES POSTAL SERVICE	659.20	489334
COPQUEST INC	353.55	489351
GALLS LLC	100.00	489389
FANNETT VETERINARY CLINIC	370.50	489399
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	489412
SIRIUS XM RADIO INC	1,201.88	489423
		6,662.01*
CRIME LABORATORY		
SIGMA-ALDRICH, INC.	83.80	489261
AGILENT TECHNOLOGIES	383.70	489268
FISHER SCIENTIFIC	834.43	489283
OFFICE DEPOT	141.27	489300
ULTRA LABELING SYSTEMS	139.75	489356
INSIGHT PUBLIC SECTOR INC	1,050.78	489384
AIRGAS USA, LLC	200.50	489401
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
		2,933.23*
JAIL - NO. 2		
CITY OF BEAUMONT - WATER DEPT.	18,084.43	489275
JACK BROOKS REGIONAL AIRPORT	982.80	489293
DEPARTMENT OF INFORMATION RESOURCES	3.29	489325
WORLD FUEL SERVICES	1,060.43	489364
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	489412
		20,948.95*
JUVENILE PROBATION DEPT.		
OFFICE DEPOT	61.07	489300
VERIZON WIRELESS	53.37	489331
UNITED STATES POSTAL SERVICE	2.77	489333
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	489412
		414.21*
JUVENILE DETENTION HOME		
CITY OF BEAUMONT - WATER DEPT.	3,358.91	489275
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
		3,457.91*
CONSTABLE PCT 1		
VERIZON WIRELESS	227.94	489331
UNITED STATES POSTAL SERVICE	44.35	489333
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
		371.29*
CONSTABLE-PCT 2		
VERIZON WIRELESS	113.97	489331
		113.97*
CONSTABLE-PCT 4		
OFFICE DEPOT	161.23	489300
VERIZON WIRELESS	113.97	489331
		275.20*
CONSTABLE-PCT 6		
VERIZON WIRELESS	113.97	489331
UNITED STATES POSTAL SERVICE	3.23	489333
		117.20*
CONSTABLE PCT. 7		
AT&T	34.61	489312
VERIZON WIRELESS	113.97	489331
		148.58*
CONSTABLE PCT. 8		
CARPENTER'S TIME CENTER INC.	859.00	489274
GT DISTRIBUTORS, INC.	499.95	489284
VERIZON WIRELESS	113.97	489331

PGM: GMCOMMV2	DATE 11-30-2021		PAGE: 6
NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412	1,571.92*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	489412	211.00*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	489272	
OFFICE DEPOT	36.31	489300	
MCKESSON MEDICAL-SURGICAL INC	153.84	489324	
UNITED STATES POSTAL SERVICE	67.59	489333	
SHI GOVERNMENT SOLUTIONS, INC.	2,647.26	489337	
CENTERPOINT ENERGY RESOURCES	70.00	489396	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	489412	
EZEA D EDE MD	3,245.08	489413	
TEXAS MEDICAL LIABILITY TRUST	976.50	489414	8,894.58*
HEALTH AND WELFARE NO. 2			
ENTERGY	70.00	489291	
AT&T	34.61	489312	
MCKESSON MEDICAL-SURGICAL INC	1,673.24	489324	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	489412	
EZEA D EDE MD	3,245.08	489413	
TEXAS MEDICAL LIABILITY TRUST	976.50	489414	6,197.43*
NURSE PRACTITIONER			
SERVET MUHITTIN SATIR	1,000.00	489421	1,000.00*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	61.75	489338	
J.C. PENNEY'S	5,333.73	489339	
ROSS DRESS FOR LESS, INC.	1,668.47	489355	7,063.95*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	246.70	489300	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412	345.70*
INDIGENT MEDICAL SERVICES			
VERIZON WIRELESS	40.22	489331	
TDS OPERATING INC	133.56	489398	
CORLISS R RANDLE	1,200.00	489402	1,373.78*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	16,095.04	489275	
W.W. GRAINGER, INC.	357.34	489285	
ENTERGY	4,174.77	489288	
ENTERGY	31,321.48	489289	
ENTERGY	436.97	489290	
SANITARY SUPPLY, INC.	1,534.43	489308	
ACE IMAGEWEAR	224.45	489309	
AT&T	4,798.58	489312	
DEPARTMENT OF INFORMATION RESOURCES	643.09	489325	
FIRETROL PROTECTION SYSTEMS, INC.	659.00	489360	
ADVANTAGE INTERESTS INC	300.00	489395	
AT&T CORP	5,659.17	489417	66,204.32*
MAINTENANCE-PORT ARTHUR			
BEAUMONT TRACTOR COMPANY	165.46	489270	
AT&T	61.92	489312	
TIME WARNER COMMUNICATIONS	434.92	489315	
DEPARTMENT OF INFORMATION RESOURCES	.99	489325	
PARKER LUMBER	169.80	489366	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412	932.09*
SERVICE CENTER			

PGM: GMCOMMV2	DATE 11-30-2021	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
SPIDLE & SPIDLE	30,178.85	489265
J.K. CHEVROLET CO.	88.79	489292
PHILPOTT MOTORS, INC.	830.44	489301
RALPH'S INDUSTRIAL ELECTRONICS	9.13	489305
SANITARY SUPPLY, INC.	136.42	489308
JEFFERSON CTY. TAX OFFICE	15.00	489326
JEFFERSON CTY. TAX OFFICE	15.00	489327
JEFFERSON CTY. TAX OFFICE	15.00	489328
JEFFERSON CTY. TAX OFFICE	7.50	489329
JEFFERSON CTY. TAX OFFICE	7.50	489330
MODICA BROS. TIRES & WHEELS	1,167.04	489336
PETROLEUM SOLUTIONS, INC.	1,458.02	489344
BUMPER TO BUMPER	817.13	489346
MIGHTY OF SOUTHEAST TEXAS	1,868.08	489372
ADVANCE AUTO PARTS	417.79	489377
DENNIS LOWE	206.45	489394
		37,238.14*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	16.63	489333
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	489387
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
		186.63*
		237,578.65**
MOSQUITO CONTROL FUND		
AIRPORT GULF TOWING LLC	100.00	489352
		100.00**
TOBACCO SETTLEMENT FUND		
JULIE ROGERS "GIFT OF LIFE" PROGRAM	200,000.00	489354
		200,000.00**
FEMA EMERGENCY		
MCINNIS CONSTRUCTION INC	31,135.30	489357
		31,135.30**
BREATH ALCOHOL TESTING		
CASH ADVANCE ACCOUNT	1,707.11	489294
		1,707.11**
J.C. FAMILY TREATMENT		
PATRICIA VELASCO	100.93	489391
MARY BEVIL	20.00	489408
		120.93**
SECURITY FEE FUND		
ALLIED UNIVERSAL SECURITY SERVICES	8,936.32	489404
		8,936.32**
LAW LIBRARY FUND		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
		99.00**
EMPG GRANT		
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	489412
		275.00**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	70.53	489331
RIVERSIDE INSIGHTS	2,178.00	489422
		2,248.53**
COMMUNITY SUPERVISION FND		
DEPARTMENT OF INFORMATION RESOURCES	57.53	489325
VERIZON WIRELESS	32.55	489331
UNITED STATES POSTAL SERVICE	47.33	489333
JCCSC	146.00	489369
		283.41**
JEFF. CO. WOMEN'S CENTER		
ENTERGY	1,629.14	489288
MARKET BASKET	14.57	489297

PGM: GMCOMMV2	DATE 11-30-2021	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
BURT WALKER PARTNERS, LTD	4,500.00	489319
DEPARTMENT OF INFORMATION RESOURCES	.20	489325
VERIZON WIRELESS	16.26	489331
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
COMMUNITY CORRECTIONS PRG		6,259.17**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
DRUG DIVERSION PROGRAM		99.00**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
JAG GRANTS		99.00**
SHI GOVERNMENT SOLUTIONS, INC.	3,690.12	489337
LAW OFFICER TRAINING GRT		3,690.12**
BEAUMONT TROPHIES	89.80	489271
OFFICE DEPOT	57.77	489300
SAM'S CLUB DIRECT	141.34	489375
COUNTY RECORDS MANAGEMENT		288.91**
UNITED STATES POSTAL SERVICE	8.80	489333
J.P. COURTROOM TECH. FUND		8.80**
VERIZON WIRELESS	227.94	489331
HOTEL OCCUPANCY TAX FUND		227.94**
ENTERGY	1,118.59	489288
CASH ADVANCE ACCOUNT	362.36	489294
DEPARTMENT OF INFORMATION RESOURCES	1.68	489325
UNITED STATES POSTAL SERVICE	7.53	489333
FORD PARK	23,000.00	489343
STARS OVER TX	800.00	489409
AT&T CORP	265.00	489417
DISTRICT CLK RECORDS MGMT		25,555.16**
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	489412
AIRPORT FUND		198.00**
DEPARTMENT OF INFORMATION RESOURCES	.03	489325
VERIZON WIRELESS	37.99	489331
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	489412
SE TX EMP. BENEFIT POOL		137.02**
BAY BRIDGE ADMINISTRATORS LLC	164,004.56	489416
WORKER'S COMPENSATION FD		164,004.56**
TRISTAR RISK MANAGEMENT	8,038.78	489347
PAYROLL FUND		8,038.78**
JEFFERSON CTY. - FLEXIBLE SPENDING	13,086.00	489238
CLEAT	306.00	489239
JEFFERSON CTY. TREASURER	13,019.65	489240
RON STADTMUELLER - CHAPTER 13	182.31	489241
INTERNAL REVENUE SERVICE	208.00	489242
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,140.00	489243
JEFFERSON CTY. COMMUNITY SUP.	8,149.04	489244
JEFFERSON CTY. TREASURER - HEALTH	517,801.15	489245
JEFFERSON CTY. TREASURER - GENERAL	20.00	489246
JEFFERSON CTY. TREASURER - PAYROLL	2,002,662.41	489247
JEFFERSON CTY. TREASURER - PAYROLL	706,301.52	489248
MONY LIFE INSURANCE OF AMERICA	72.54	489249

NAME	AMOUNT	CHECK NO.	TOTAL
POLICE & FIRE FIGHTERS' ASSOCIATION	1,801.28	489250	
JEFFERSON CTY. TREASURER - TCDRS	793,692.63	489251	
JEFFERSON COUNTY TREASURER	3,025.92	489252	
JEFFERSON COUNTY - TREASURER -	7,763.78	489253	
NECHES FEDERAL CREDIT UNION	34,903.16	489254	
JEFFERSON COUNTY - NATIONWIDE	72,920.83	489255	
INVESCO INVESTMENT SERVICES, INC	1,094.99	489256	
NORTH CAROLINA DEPT OF REVENUE	167.80	489257	
JEFFERSON CTY. TREASURER - PAYROLL	35,680.35	489258	
JEFFERSON CTY. TREASURER - PAYROLL	6,409.30	489259	
			4,223,408.66**
ARRC CORONAVIRUS RECOVERY			
GOPHER INDUSTRIAL INC	2,369.25	489405	
			2,369.25**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.96	489331	
			227.96**
MARINE DIVISION			
COCOMO JOE'S	36.00	489278	
JACK BROOKS REGIONAL AIRPORT	223.20	489293	
RITTER @ HOME	40.30	489304	
TEXAS DEPT OF LICENSING &	20.00	489317	
SIERRA SPRING WATER CO. - BT	292.92	489335	
THE DINGO GROUP-PETE JORGENSEN MARI	1,618.52	489358	
BOEING DISTRIBUTION, INC	2,524.83	489407	
			4,755.77**
2021 PORT SECURITY GRANT			
AVIATION SPECIALTIES UNLIMITED INC.	39,939.00	489348	
			39,939.00**
			5,015,999.30***

## JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT PRIMARY

### JOINT RESOLUTION

**WHEREAS**, the Democratic Party of Jefferson County, Texas, and the Republican Party of Jefferson County, Texas, desire to enter into a 2022 Joint Primary Election Services Contract with the Jefferson County Election Administrator/County Clerk, as the County Election Officer.

**AND WHEREAS**, the Commissioners Court of Jefferson County, Texas desires to give authorization for said Contract.

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

Said Commissioners Court authorizes a Joint Contract by and among, Joseph Trahan, Democratic Party Chair, and Judy Nichols, Republican County Chair, and Theresa Goodness, County Election Officer of Jefferson County, Texas, for the conduct and supervision of the Jefferson County Joint Primary Election on March 1, 2022, and the Jefferson County Joint Primary Runoff Election, if necessary, on May 24, 2022.

**PASSED AND APPROVED, THIS** 30<sup>th</sup> **DAY OF** November, 2021.

[Signature]  
 Signature of Commissioner, Precinct 1

[Signature]  
 Signature of County Judge

[Signature]  
 Signature of Commissioner, Precinct 2

[Signature]  
 Signature of Commissioner, Precinct 3

[Signature]  
 Signature of Commissioner, Precinct 4

Jefferson County Democratic Party

Jefferson County Republican Party

By: \_\_\_\_\_, County Chair By: Judy Nichols, County Chair

County Elections Official

By: [Signature], County Election Administrator/County Clerk





## JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT PRIMARY

### JOINT RESOLUTION

WHEREAS, the Democratic Party of Jefferson County, Texas, and the Republican Party of Jefferson County, Texas, desire to enter into a 2022 Joint Primary Election Services Contract with the Jefferson County Election Administrator/County Clerk, as the County Election Officer.

AND WHEREAS, the Commissioners Court of Jefferson County, Texas desires to give authorization for said Contract.

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

Said Commissioners Court authorizes a Joint Contract by and among, Joseph Trahan, Democratic Party Chair, and Judy Nichols, Republican County Chair, and Theresa Goodness, County Election Officer of Jefferson County, Texas, for the conduct and supervision of the Jefferson County Joint Primary Election on March 1, 2022, and the Jefferson County Joint Primary Runoff Election, if necessary, on May 24, 2022.

PASSED AND APPROVED, THIS 30<sup>th</sup> DAY OF November, 2021.

[Signature]  
 Signature of Commissioner, Precinct 1

[Signature]  
 Signature of County Judge

[Signature]  
 Signature of Commissioner, Precinct 2

[Signature]  
 Signature of Commissioner, Precinct 3

[Signature]  
 Signature of Commissioner, Precinct 4

Jefferson County Democratic Party

Jefferson County Republican Party

By: [Signature]  
 County Elections Official

By: [Signature], County Election Administrator/County Clerk



**JOINT PRIMARY ELECTION SERVICES CONTRACT  
WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS,  
COUNTY OF JEFFERSON**

**THIS CONTRACT** is made and entered into this 30<sup>th</sup> day of November, 2021, by and between the Jefferson County Democratic Party, acting by and through the Chair of its County Executive Committee, Joseph Trahan (**(name)**), hereinafter referred to as "Party," and Theresa Goodness (**(name)**), County Election Officer of Jefferson County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Jefferson County Joint Primary Election on March 1, 2022 (hereinafter referred to as the "election"), and the Jefferson County Joint Runoff Primary Election, if necessary, on May 24, 2022 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Jefferson County Commissioners Court on 11/30/2021, 2021, Jefferson County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Jefferson County Republican Party and Jefferson County Democratic Party, respectively.

**THIS CONTRACT** is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. **Duties and Services of the Contracting Officer.** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (**strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code**) in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state-appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

- 1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in



accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the county methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

- 1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
- 1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.5 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.6 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet websites. If a county does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Post on the county's internet website and Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.

- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
- 1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
- 1.15 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
- 1.16 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.17 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.

**2. Duties and Services of the Party.** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
- 2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the



ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

### **3. Compensation, Billing, and Payment.**

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Office a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the



Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the state-appropriated primary funds, including candidate filing fees, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
5. **Voting System.** The voting system to be used in the election and runoff election is Hart Voting System (HVS) 6.2.1
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
7. **General Provisions.**
  - 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.
  - 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
  - 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.

- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

**For the Contracting Officer:**

Name:	Theresa Goodness, County Clerk
Mailing Address:	P.O. Box 1151
Phone #:	409-835-8475
Fax:	409-839-2394
Email:	countyclerk@co.jefferson.tx.us

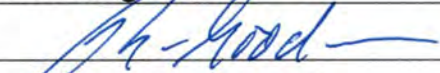
**For the Party:**

Name:	Joseph Trahan
Mailing Address:	2211 Calder, Beaumont, TX 77701
Phone #:	409-651-7605
Fax:	
Email:	joseph@josephtrahan.com

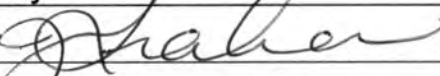
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Prescribed by Secretary of State  
11/2019

- 7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

**The Contracting Officer**

By:	
Title:	Jefferson County Clerk
Date:	11/17/21

**The Party**

By:	
Title:	Democratic Party Chair
Date:	11-17-21



**JOINT PRIMARY ELECTION SERVICES CONTRACT  
WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS,  
COUNTY OF JEFFERSON**

**THIS CONTRACT** is made and entered into this 30<sup>th</sup> day of November, 2021, by and between the Jefferson County Republican Party, acting by and through the Chair of its County Executive Committee, Judy Nichols (**(name)**), hereinafter referred to as "Party," and Theresa Goodness (**(name)**), County Election Officer of Jefferson County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Jefferson County Joint Primary Election on March 1, 2022 (hereinafter referred to as the "election"), and the Jefferson County Joint Runoff Primary Election, if necessary, on May 24, 2022 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Jefferson County Commissioners Court on 11/30, 2021, Jefferson County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Jefferson County Republican Party and Jefferson County Democratic Party, respectively.

**THIS CONTRACT** is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. **Duties and Services of the Contracting Officer.** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (**strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code**) in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state-appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

- 1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in

accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the county methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

- 1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
- 1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.5 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.6 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet websites. If a county does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Post on the county's internet website and Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.

- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
- 1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
- 1.15 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
- 1.16 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.17 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.

**2. *Duties and Services of the Party.*** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
- 2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the



ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

### **3. Compensation, Billing, and Payment.**

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Office a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the

Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the state-appropriated primary funds, including candidate filing fees, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.

4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.

5. **Voting System.** The voting system to be used in the election and runoff election is Hart Voting System (HVS) 6.2.1
- 

6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.

7. **General Provisions.**

- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.
- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.

- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

**For the Contracting Officer:**

Name:	Theresa Goodness, County Clerk
Mailing Address:	P.O. Box 1151
Phone #:	409-835-8475
Fax:	409-839-2394
Email:	countyclerk@co.jefferson.tx.us

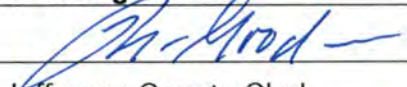
**For the Party:**

Name:	Judy Nichols
Mailing Address:	1520 N 20 <sup>th</sup> St., NEEDHAM 77627
Phone #:	409-284-4314
Fax:	409-722-1641
Email:	TEXANSforJudy@GMAIL.COM

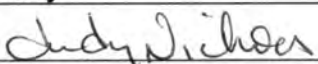
15-2  
Prescribed by Secretary of State  
11/2019

- 7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

**The Contracting Officer**

By:	
Title:	Jefferson County Clerk
Date:	11/16/21

**The Party**

By:	
Title:	Republican Party Chair
Date:	11/16/21





ELECTION SERVICES CONTRACT AND LEASE AGREEMENT  
BETWEEN JEFFERSON COUNTY CLERK  
AND  
**CITY OF GROVES**

This Agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Theresa Goodness, County Clerk**, and the **City of Groves** hereinafter referred to as "Political Subdivision(s)", acting herein by and through its City Council

**WHEREAS**, Political Subdivision(s) is/are required to conduct a runoff election on **December 14, 2021**, THIS AGREEMENT is made this 30<sup>th</sup> day of November, 2021, by and between the above named Political Subdivision(s) and Jefferson County, Texas, by its County Elections Officer, **Theresa Goodness**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that this Agreement be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its **December 14, 2021**, Runoff Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
  - a) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.
  - b) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, and assure compliance with equipment security requirements. Arrange for transport of equipment

to and from polling locations.

- c) Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.
- d) Make arrangements for all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.
- e) Any requests for early voting ballots to be voted by mail received by Contracting Officer must be hand delivered or faxed to Political Subdivision on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer.
- f) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.
- g) Provide technical support for election officers.
- h) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- i) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.
- j) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. **DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

- a) Notify and coordinate presiding election judges, alternate judges, and all other election officials required to administer this Election. Political Subdivision will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the hourly rate approved by Political Subdivision.
- b) Arrange for the use of early voting locations per the attached **Exhibit A – Early Voting Locations** and Election Day polling locations per the attached **Exhibit B – Election Day Vote Centers**. If emergency replacement polling locations are needed, Political Subdivision shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Contracting Officer as soon as possible.

- c) Serve as Early Voting Clerk for this Political Subdivision Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Contracting Officer.
- d) Make arrangements for the early voting ballot board meetings.
- e) The Contracting Office is responsible for collecting the compensation sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.
- f) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract and Lease Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.
- g) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.
- h) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting location as listed on **Exhibit A – Early Voting Location**. Political Subdivision shall adopt the Election Day Vote Center polling location on the attached **Exhibit B – Election Day Vote Center**. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.
- i) Prepare, post and publish all required election notices for Political Subdivision including the legal notice of the date, time and place of the public logic and accuracy test. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for its election. Educate the voters in Political Subdivision on early voting times and place(s) and Election Day polling location(s).
- j) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter

registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached **Exhibit C-CALENDAR**

- k) Deliver to Contracting Officer, according to the attached **Exhibit C - CALENDAR**, ballot language with Spanish translations, candidate names or measures, and the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.
  - l) Contracting Officer will process applications, mail appropriate ballots, and tabulate.
  - m) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.
  - n) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.
  - o) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.
  - p) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on **Exhibit D – Contract Costs** and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.
4. **COST OF SERVICES.** Political Subdivision shall incur expenses for the above services, supplies and equipment. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

## 5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to

conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60<sup>th</sup> day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

## **6. DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7. ENTIRE AGREEMENT/AMENDMENT**



This Agreement constitutes the entire agreement between and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

### 8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

**JEFFERSON COUNTY:**

Theresa Goodness, County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

**CITY OF GROVES:**

D.E. Sosa, City Manager  
3947 Lincoln Ave.  
Groves, TX 77619

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 22<sup>ND</sup> day of November, 2021.

**CITY OF GROVES**

By: \_\_\_\_\_

Name: D.E. Sosa

Title: City Manager

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

(seal)



**WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 30<sup>TH</sup> day of November, 2021.

**JEFFERSON COUNTY, TEXAS**

By: \_\_\_\_\_

Name: Jeff Branick

Title: County Judge

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

Election Services Contract  
Last Updated: 11/8/2021



IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 30<sup>th</sup> day of November, 2021.

By: [Signature]  
Name: Theresa Goodness  
Title: County Clerk

Attest: [Signature]



EXHIBIT A  
**EARLY VOTING LOCATIONS**

Groves Activity Center

6150 39th Street, Groves, TX

**DATES AND HOURS FOR ALL ABOVE LOCATION(S):**

(Fechas y Horas para todas las localizaciones anteriores):

November 29 – December 3, 2021 Monday - Friday 8:00 a.m. - 5:00 p.m.  
(Noviembre 29 – Diciembre 32, 2021) (Lunes -Viernes)

December 6 – 8, 2021 Monday – Wednesday 8:00 a.m. - 5:00 p.m.  
(Diciembre 6- 8, 2021) (Lunes - Miércoles)

December 9 – 10, 2021 Thursday – Friday 7:00 a.m. – 7:00 p.m.  
(Diciembre 9 – 10, 2021) (Jueves – Viernes)

**EXHIBIT B - ELECTION DAY VOTE CENTERS**

Polling Location	Location Address	Location City & Zip Code
Groves Activity Center	6150 39th Street	Groves, TX

## EXHIBIT C CALENDAR

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

### **School Districts must adhere to all deadlines, even if on Spring Break.**

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

### **FEBRUARY 1, 2021**

Prior to February 1, 2021, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

### **68<sup>th</sup> day before Election Day**

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

**\*\*Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at [countyclerk@co.jefferson.tx.us](mailto:countyclerk@co.jefferson.tx.us).\*\***

### **60th day before Election Day**

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.



### **60th day before Election Day - Continued**

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: [countyclerk@co.jefferson.tx.us](mailto:countyclerk@co.jefferson.tx.us)

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

**\*\*Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.\*\***

### **45th day before Election Day**

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

### **30th day before Election Day**

Last day to register to vote or make a change of address effective for the December 14, 2021, election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

### **19th day before Election Day**

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A [Record of Posting Notice of Election \(PDF\)](#) should be completed at the time of posting. (Sec. 4.005).

### **12th day before Election Day**

First day to vote early in person. (Sec. 85.001(a)).

**NOTE - Political Subdivisions Other than Cities and Counties:** Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

**NOTE – Cities and counties:** Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk’s or city secretary’s main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those “closed” days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city’s two 12-hour days, when it must be open for the full 12 hours).

**NOTE - Cities:** Cities **must** choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

**NOTE - Independent School Districts:** Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

**NOTE - Joint Elections:** If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity’s requirements should be neglected or subtracted as a result of a joint agreement.

### **10th day before Election Day**

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

Cities and Counties – Weekend Early Voting Hours - Notice Requirement: Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision’s website, if one is maintained.

**NOTE - NEW LAW:** Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision’s website, if the political subdivision maintains a website.

**4th day before Election Day**

Last day to vote early by personal appearance. (Sec. 85.001(a)).

**30 days from date of final invoice**

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer  
P O Box 1151,  
Beaumont, Texas 77704-1151

## EXHIBIT D

**CONTRACT COSTS**

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
Mandatory Signs	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16



## DRAINAGE EASEMENT

STATE OF TEXAS

§  
§  
§

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS:

**JEFFERSON COUNTY**, whose mailing address is 1149 Pearl Street, Beaumont, Texas 77701, (hereinafter called "GRANTOR"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations and exceptions described herein, does hereby GRANT, BARGAIN, SELL and CONVEY unto **Jefferson County Drainage District No. 6** (hereinafter called "GRANTEE"), its successors and assigns, a perpetual nonexclusive drainage easement for constructing, operating and maintaining stormwater drainage ditches, berms and related facilities in, on, over and across the lands described herein, attached hereto and made a part hereof as though here copied verbatim, for drainage purposes. The drainage easement, situated in the Samuel stivers League, Abstract 51, Jefferson County, Texas, is more particularly described as follows, to-wit:

### DITCH NOS. 212 AND 214 DRAINAGE EASEMENT

The Drainage Easement granted is depicted by ditch number reference in Exhibit "A," attached hereto and incorporated by reference. Each ditch number reference indicates the location and existence of a known drainage ditch currently on Grantor's lands recorded in the Real Property Records of Jefferson County, Texas, File 2000004838. For the purpose of the easement granted, the ditch number refers to a perpetual, non-exclusive easement consisting of the actual width of the corresponding ditch, including improvements, plus 25 feet on each side of the ditch tops. Where Ditch Nos. 212 and 214 lie along the Grantor's property line, the easement herein granted lies only on that part of the ditch which lies on Grantor's land and the 25 feet beyond the ditch top, which lies on the Grantor's land.

The parties acknowledge that the locations of the easements referenced herein are not based upon actual surveys, and it is understood that the locations of the easements granted herein may vary from the attached Exhibit "A".

Such drainage easements are granted over GRANTOR's land to improve the flow of water drainage from tributaries located within Jefferson County, Texas, and to excavate ditches and laterals, and to construct berms thereon for the flow of waters and giving said GRANTEE the right and privilege to improve, maintain and operate the same as permitted by law, and giving unto GRANTEE the right and privilege of cleaning out and deepening ditches or water flows within the easement tracts. GRANTOR agrees that it will only construct permanent fencing within the drainage easements granted herein on one (1) side of the ditch if the ditch crosses the GRANTOR's land. The drainage easements also include the right of GRANTEE to construct, operate, maintain, alter, repair and patrol each drainage easement, and improvements made thereto, together with the right to construct berms, construct and utilize dirt placement areas with landowner's approval, restrict placement of obstructions with permanent structures, remove all dirt therefrom, trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the right-of-way at any time and for any reason during the term of this easement without further payment; and further including the right to construct improvements above ground and underground essential to the GRANTEE's drainage facilities, within the limits of said easements.



2. The consideration recited in this Drainage Easement shall constitute payment in full for all damages sustained by GRANTOR by reason of GRANTEE's exercise of the rights hereby granted.

3. This instrument was prepared from information furnished by the parties and no examination has been made and no opinion has been given by the firm preparing this instrument as to the title to or the description of the property involved.

TO HAVE AND TO HOLD the above-described drainage easement and right of way unto the said Jefferson County Drainage District No. 6, its successors and assigns perpetually.

WITNESS the execution hereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR**

**JEFFERSON COUNTY**

By: \_\_\_\_\_

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

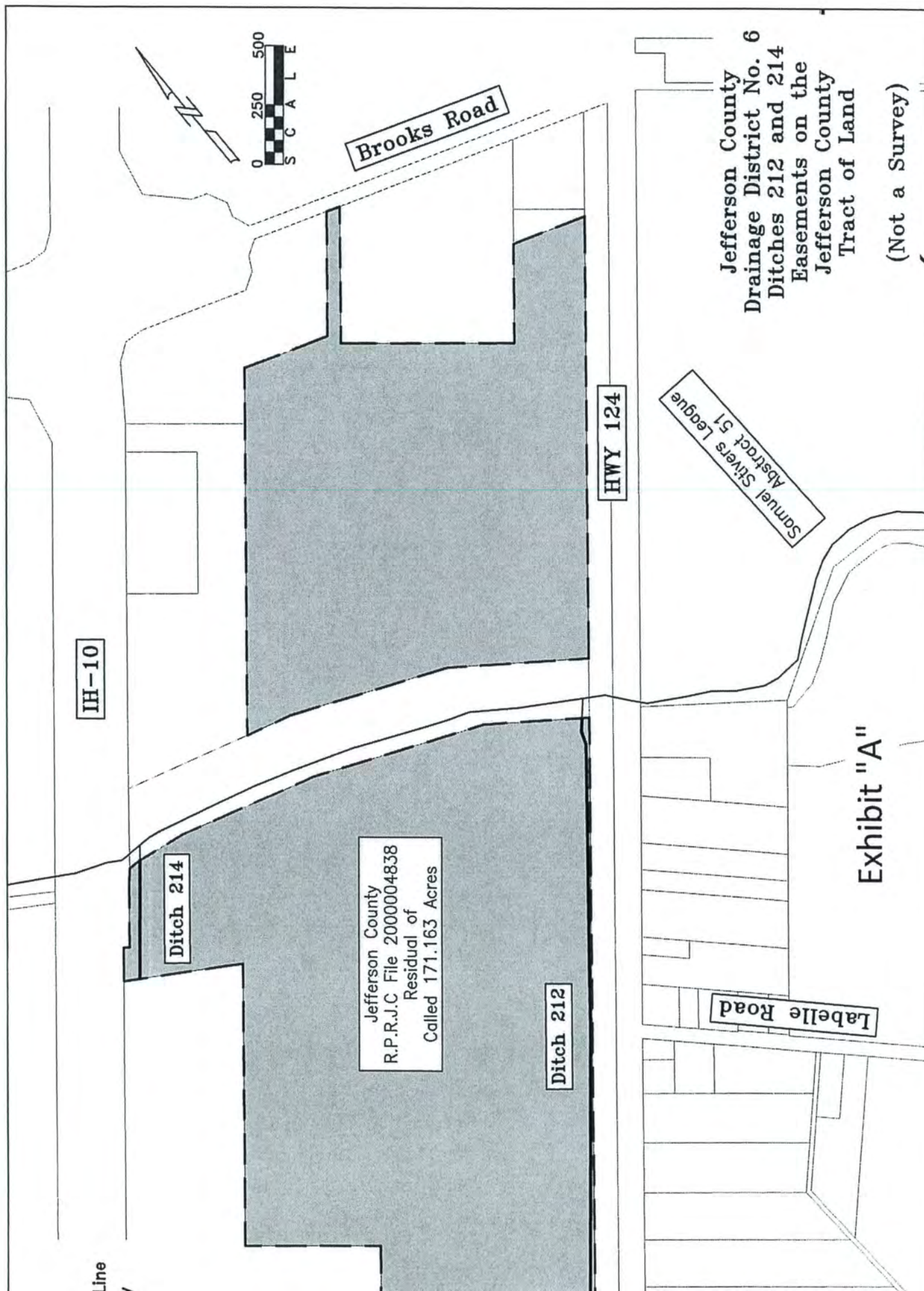
STATE OF TEXAS       §  
                                     §  
COUNTY OF Jefferson   §

This Drainage Easement was acknowledged before me, the undersigned authority, by the said \_\_\_\_\_, the \_\_\_\_\_, on behalf of Jefferson County on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Texas

**After recording return to:**

Dr. Joseph Majdalani, PE, CFM  
Jefferson County Drainage District No. 6  
6550 Walden Road  
Beaumont, Texas 77707





**INTERGOVERNMENTAL CONTRACT BETWEEN**  
**JEFFERSON COUNTY, TEXAS AND THE**  
**CITY OF NEDERLAND**

**THE STATE OF TEXAS**  
**COUNTY OF JEFFERSON**

§  
 §  
 §

**KNOW ALL MEN BY THESE**  
**PRESENTS:**

THIS CONTRACT is executed this 30<sup>th</sup> day of November, 2021, by and between the COUNTY OF JEFFERSON, STATE OF TEXAS, called "County," acting by and through its duly elected and qualified Commissioners Court, and the CITY OF NEDERLAND, a Home Rule City of Jefferson County, Texas, hereinafter called "City," under the terms, authority and provisions of Chapter 791 of the Texas Government Code.

WHEREAS, it has been found and determined by the Commissioners' Court of Jefferson County, Texas, and by the City Council of the City of Nederland, Texas, that it is advantageous to each named governmental entity that services be exchanged between the County and the City with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions; and

WHEREAS, it is agreed by the governing bodies of the County and the City that the consideration moving between the parties in support of this agreement is the exchange of services and payment of reasonable compensation as herein contemplated:

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



1. The contractual relationship created in this agreement shall begin on November 1, 2021 and shall continue until and through October 31, 2022. Thereafter, the contract shall continue from year to year thereafter unless terminated by either of the parties in accordance with Paragraph 7 and will automatically renew according to the terms and conditions herein unless terminated by giving written notice as outlined herein below.
2. The County and the City, in paying for the performance of governmental functions and services described in this contract, shall make payment therefore from current revenues available to the paying party. The daily charges may be revised by written amendment to this agreement. However, the daily charge shall be uniformly assessed to all cities in Jefferson County.
3. The authority of each political subdivision to perform a contractual service under this contract includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service or services contemplated by this agreement. In this regard, in the event any other city in Jefferson County is charged an amount less than the \$75.00/day charge established herein, then the City of Nederland's daily rate shall be reduced to such lesser amount effective for any and all days the lesser amount is charged to said other city.
4. During the existence of this contractual relationship, County shall maintain a jail facility which will, as nearly as possible, conform to the physical and operational requirement of Chapter 351 and Section 351.001 of the Texas Local Government Code. All property, real and personal, necessary to the maintenance and operation of such jail, and all personnel required for the operation of such facility shall be furnished by County at the expense of County. City may, at its option, lodge all persons arrested by City Peace Officers who are to be detained in the jail facilities of County. The detention of such person in the County Jail shall be subject to the control of the

appropriate court with whom an information, complaint, indictment, or other legal process may be filed.

5. It is specifically agreed that the jail facilities of County shall remain under the control of the Commissioners' Court of Jefferson County, Texas, and that the Sheriff of Jefferson County, Texas shall maintain authority and responsibility arising out of the statutes of this state to exercise full control over the operation of the jail facility. In a period of emergency, when the jail facility becomes overcrowded or if other conditions arise which make it necessary for the sheriff of the County to restrict the number of prisoners placed within the facility, then, during such emergency, the sheriff may decline to imprison those persons charged with Class C misdemeanors in a Municipal Court of City. The extent and duration of the emergency shall be determined by the Sheriff of Jefferson County and her determination in that regard shall be final and while not subject to review by the governmental bodies of City or County may be reviewed for reasonableness by a court of competent jurisdiction.

#### **A. CLASS C MISDEMEANOR OFFENSES**

A1. It is mutually agreed between the parties hereto that upon presentation by a city police officer of a prisoner for a Class C Misdemeanor Offense to be held for Municipal Court, Sheriff shall book the prisoner in the Jefferson County Jail, once the prisoner is medically cleared, and the Sheriff will be responsible for the care and custody of the prisoner and his or her property. Billing costs and fees of the prisoner will begin at the time of book-in and as recorded in the jail records of the Sheriff. The Sheriff further agrees that he/she will not release from custody a prisoner who has been booked into the Jefferson County Jail until his or her release is lawfully ordered by the Municipal Court, a bail bond or recognizance is furnished, or such prisoner is released to the custody of the City or other responsible officials or parties. Billing costs will end



when the prisoner is released from the Jefferson County Jail either by lawful court order, a bail bond or recognizance being furnished, or when the City resumes physical custody of the prisoner. The time and date of release of the prisoner shall be recorded in the jail records of the Sheriff.

A2. The City shall pay to the County for the housing of prisoners at \$75.00 per day payable monthly. The \$75.00 per day charge will be broken down into six-hour segments at \$18.75 per/segment for any day until the prisoner is released as stated in A1. The \$75.00 per/day charge will apply to any part of any 6-hour segment of a day until released.

A3. Should a prisoner detained and/or incarcerated hereunder for a Class C misdemeanor by the Municipal Court require medical treatment in a hospital, then, in the sole discretion of the medical staff in charge of the county infirmary, expenses of such emergency or extraordinary medical or surgical treatment shall be the responsibility of the City. Charges for such treatment will be forwarded to the City as a part of each scheduled billing as outlined herein.

A4. The City shall be responsible for the transportation of prisoners from the jail to the City Municipal Court or other court facility designated by the City.

A5. It is further agreed that during the term of this agreement, the City will be solely responsible for collecting any fines and or bonds assessed by the City's Municipal Court against any inmate who is the subject of this agreement.

A6. In the furnishing of jail facilities under this contract, each party shall be responsible for the acts and omissions of its officers and employees without waiver of any immunities or defenses against the claims of third parties. This agreement shall not constitute an indemnification agreement for the acts or omissions of any party.

**B. CLASS B MISDEMEANOR OR HIGHER OFFENSES**

B1. It is mutually agreed between the parties hereto that, upon presentation by a city police officer of a prisoner for a Class B Offense or higher without a warrant or court commitment, the Sheriff shall book the prisoner in the Jefferson County Jail once the prisoner is medically cleared and will then be responsible for the care and custody of the prisoner and his or her property. Billing costs and fees of the prisoner will begin at the time of book-in. The Sheriff further agrees that she will not release from custody a prisoner who has been booked into the Jefferson County Jail until his or her release is lawfully ordered, or a bail bond or recognizance is furnished, or such prisoner is released to the city or other responsible officials or parties.

B2. If the prisoner is booked into the Jefferson County Jail under a Jefferson County arrest warrant or court commitment, the prisoner will be booked without charge to the City. All other prisoners booked into the facility under a Class B offense or higher will be billed to the city upon book-in for costs as described in paragraph B3 until such time he or she is released or charges of \$75.00 have accrued.

B3. The City shall pay to the County for the housing of prisoners for Class B offenses and higher at \$75.00 per day payable monthly. The \$75.00 per day charge will be broken down into six-hour segments at \$18.75/segment for any day, until the prisoner is released or charges of \$75.00 have accrued. The \$75.00/day charge will apply to any part of any day until released or \$75.00 of charges have accrued.

6. Either City or County may, upon 30-day advance notice in writing, terminate this contract.

7. The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the City of Nederland, Texas.



By the execution of this Contract, neither County or City waive defenses of governmental immunity to tort liability for claims by third parties available to each of them under the laws of the State of Texas or the United States and, insofar as City is concerned, the Charter of the City of Nederland, Texas.

8. All claims, disputes and other matters in question arising out of or relating to this contract shall be submitted to mediation or non-binding arbitration pursuant to the Section 791.015 and Chapter 2009 of the Texas Government Code, prior to any filing of any claim in a Texas court. Each party shall pay its own legal and other costs relating to the mediation or the non-binding arbitration regardless of the outcome of the mediation or the non-binding arbitration.

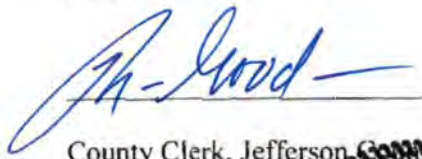
9. The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas. By the execution of this Contract, neither County or City waive defenses of governmental immunity to tort liability to third parties available to each of them under the laws of the State of Texas or the United States for any claims arising under this Agreement.

EXECUTED the day and year above written.


JEFFERSON COUNTY SHERIFF'S OFFICE

ZENA STEPHENS, Sheriff Jefferson County, Texas

ATTEST:

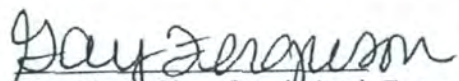
  
County Clerk, Jefferson County, Texas

JEFFERSON COUNTY, TEXAS

  
JEFF BRANICK  
County Judge



ATTEST:

  
City Clerk, City of Nederland, Texas



CITY OF NEDERLAND

  
CHRISTOPHER DUQUE  
City Manager





# 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 30<sup>th</sup> day of November, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

**WHEREAS, *Mike Fuselier***, has devoted over 40 years serving the people of Jefferson County with pride and professionalism as an Engineering Specialist in the County Engineering Department; and


**WHEREAS, *Mike Fuselier's*** work for the last 15-16 years has focused on building, construction, improvement and renovation projects. Most recently ***Mike*** has been instrumental to the county for his work on the 16 Million Dollar Energy Management Plan, the construction of the County Health and Adult Probation Building in Porth Arthur; upgrades and historical renovations to the Jefferson County Sub-Courthouse in Port Arthur, construction of the Sherriff's Hanger at the airport, the Mid County Tax Office addition and drive thru, Court House Waterproofing, and countless Disaster Recovery projects.

**WHEREAS**, through hard work and commitment to excellence, ***Mike Fuselier***, has earned the respect of his colleagues and the citizens of Jefferson County; and

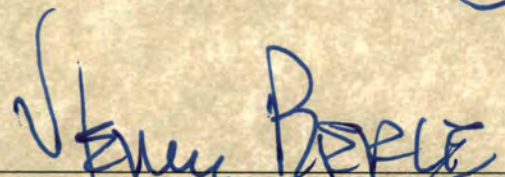
**WHEREAS**, having made a significant contribution to the Jefferson County Engineering Department, ***Mike Fuselier***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by his friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend ***Mike Fuselier***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 30<sup>th</sup> day of November, 2021.

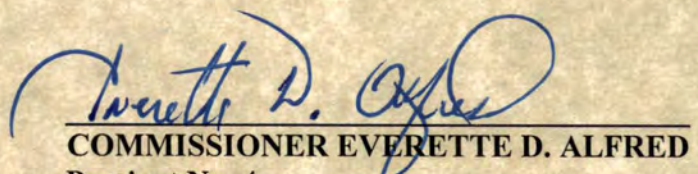
  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge



  
\_\_\_\_\_  
**COMMISSIONER VERNON PIERCE**  
Precinct No. 1

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

  
\_\_\_\_\_  
**COMMISSIONER DARRELL W. BUSH**  
Precinct No. 2

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



Permit Number: 06-P-21  
 Precinct Number: 2  
 Bond Number: 022231715

### APPLICATION FOR PIPE LINE PERMIT

Date: 11/30/21

HONORABLE COMMISSIONERS' COURT  
 JEFFERSON COUNTY  
 BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Chevron Phillips Chemical Company, L.P. \_\_\_\_\_, (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:  
**See attached.**

Number of drawings attached 13  
 Construction will begin on or after January 2 2022

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 11/30/21 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>4</u>	Road crossing @\$100.00	\$ <u>400.00</u>
_____	Miles parallel @\$150.00/mile or fraction	\$ _____
TOTAL		\$ <u>400.00</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 exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Chevron Phillips Chemical Company, L.P.

Company Name

  
 Company Representative Name/Title

Gary K. Scott

Pipeline Operations & Projects General Manager

10001 Six Pines Drive, The Woodlands, TX 77380

Address

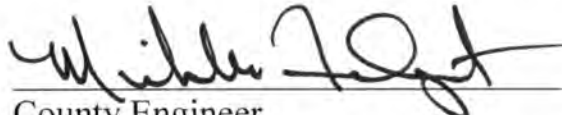
(832) 813-4950

Phone Number



## ENGINEERING ACTION FORM

The minimum standard bond required is \$60,000.00

  
County Engineer

11/30/21  
Date

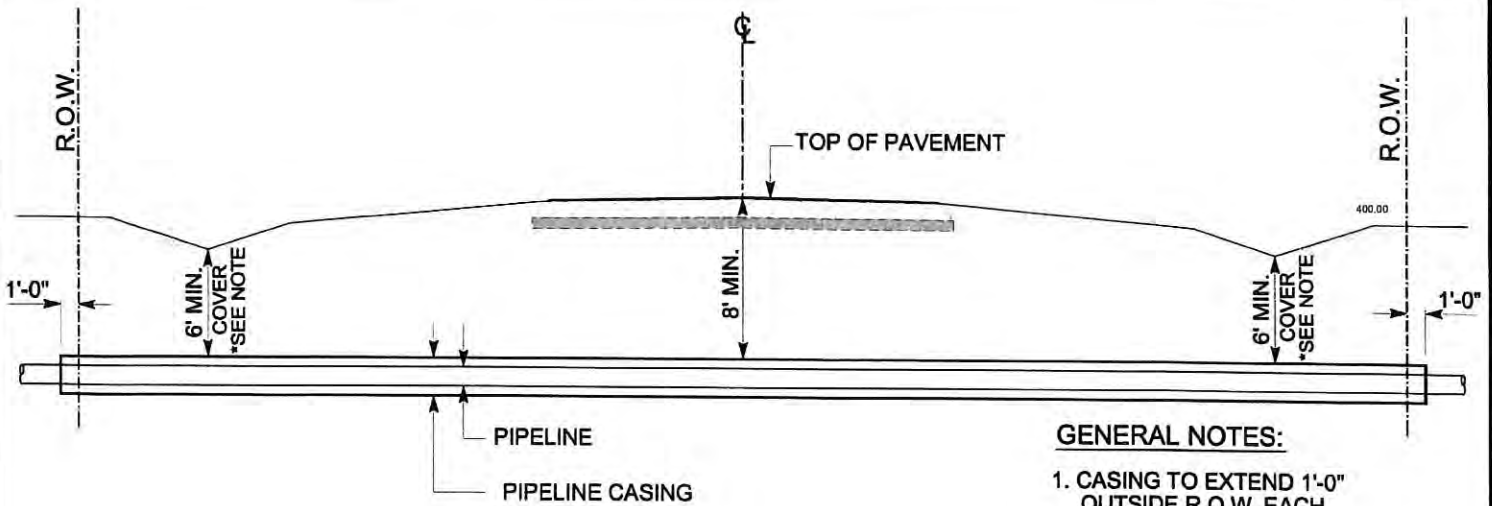
## COMMISSIONERS COURT ORDER

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 Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$60,000.00.  
Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By

  
County Judge

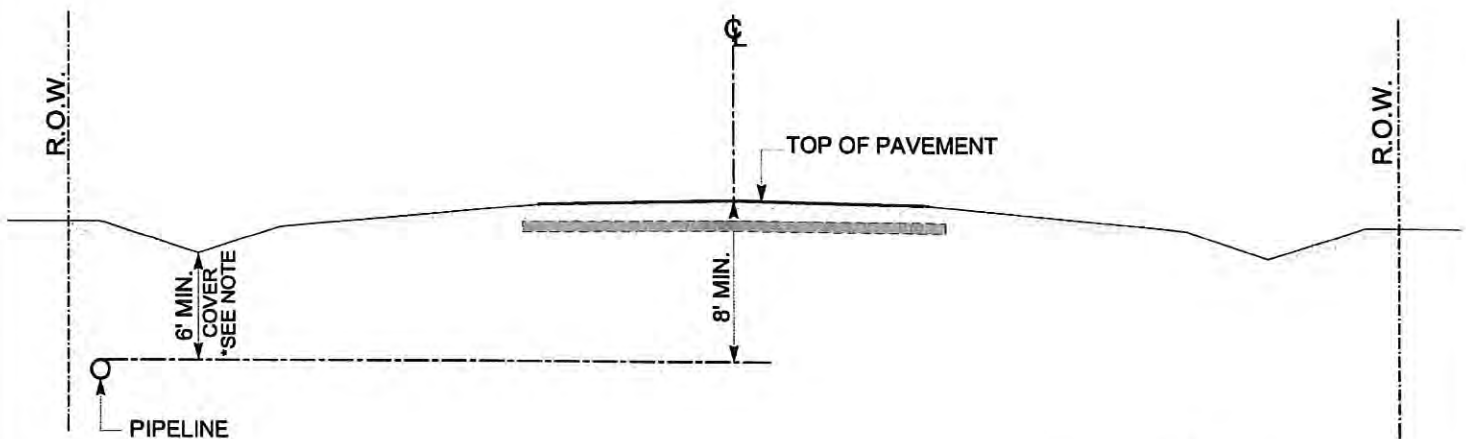


#### GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

### 1.) STANDARD PIPELINE CROSSING

N.T.S



#### GENERAL NOTES:

1. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

### 2.) STANDARD PARALLEL LINE

N.T.S



JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

#### PIPELINE DETAILS (STD)

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

## PIPELINE RIGHT OF WAY BOND

Bond No. 022231715

KNOW ALL MEN BY THESE PRESENTS:

That we, Chevron Phillips Chemical Company LP, as Principal, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts with its principal office in Boston, MA, as Surety, are held and firmly bound unto the Jefferson County Commissioners' Court, as Obligee, in the full penal sum of Sixty Thousand and No/100 Dollars (\$60,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a Right-of-Way Permit, and the term of said permit is as indicated opposite the block checked below:

☒ Beginning the 28<sup>th</sup> day of October 20 21, and ending  
the 28<sup>th</sup> day of October 20 22.

☐ Continuous, beginning the \_\_\_\_ day of \_\_\_\_\_, 20.

WHEREAS, the Principal is required by law to file with the Jefferson County Commissioners' Court, a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by and between the principal and surety that the above obligation shall cover all permits that specifically refer to the above obligation.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such permittee shall do the work authorized as described and specified to the satisfaction of said Obligee or its duly authorized agent, and upon the completion of said work clean up and restore the right-of-way to original condition where such work shall have been done to the satisfaction of the said Obligee or its duly authorized agent, and shall hold said Obligee harmless on account of all claims for damages that may occur to persons or property including damages to property belonging to said Obligee arising out of the prosecution of such work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated this 28<sup>th</sup> day of October, 2021



Seal No. 4440



CHEVRON PHILLIPS CHEMICAL COMPANY LP

By: Michael C. Emerson (SEAL)

LIBERTY MUTUAL INSURANCE COMPANY

By: Joyce A. Johnson (SEAL)  
Joyce A. Johnson, Attorney-in-Fact





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

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

Certificate No: **8204862-022001**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chelsea Nielson; Jessica Richmond; Joyce A. Johnson; Philip N. Bair; Stephanie Gross

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

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of February, 2021.



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

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

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 12th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

### ARTICLE IV—OFFICERS: Section 12. Power of Attorney.

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

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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


**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 28TH day of OCTOBER, 2021.



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



## JEFFERSON COUNTY, TEXAS

Project: Chevron Spread 1A - Craigen Rd HDD 12in PP Mix		Date: 7/19/2021	 audubon
Location: Jefferson County, TX			
Horizontal Directional Drill			
Pull Load and Maximum Allowable Pull Force			
Input Parameters			
Pipe Description			
Pipe Type		Pipe Line - API Specification 5L	
Select Nominal Pipe Diameter		12 3/4 inch	
Outside Diameter	(inch)	12.750	
Wall Thickness	(inch)	0.406	
Pipe Grade		X60	
SMS	(ksi)	60000	
Young's Modulus of Elasticity	(psi)	29000000.00	
Poisson's Ratio		0.3	
Pipe Filled With Water		No	
<b>Results:</b>			
Straight Section A - B	(ft)	266.09	
Curved Section B - C	(ft)	244.35	
Straight Section C - D	(ft)	638.19	
Curved Section D - E	(ft)	195.48	
Straight Section E - F	(ft)	365.37	
Total Length of the Borehole	(ft)	1709.45	
Effective Submerged Weight	(lb/ft)	-22.75	
Pull Load Section on Rollers - Pipe Entry	(lb)	0	
Pull Load Straight Section A - B	(lb)	9234.6	
Pull Load at Point B	(lb)	9234.6	
Pull Load Curved Section B - C	(lb)	9234.6	
Pull Load at Point C	(lb)	19133.8	
Pull Load Straight Section C - D	(lb)	19094.3	
Pull Load at Point D	(lb)	38832.1	
Pull Load Curved Section D - E	(lb)	8906.7	
Pull Load at Point E	(lb)	47714.8	
Pull Load Straight Section E - F	(lb)	10003.5	
Pull Load at Point F	(lb)	57832.4	
Total Pull Load	(lb)	57832.4	
Maximum Allowable Pull Force - PASS	(lb)	59544.7	
Allowable Tensile Stress	(psi)	60000.00	
Total Tensile Stress - PASS	(psi)	3573.16	
<b>Notes:</b>			
<b>Reference:</b> PRCI: Installation of Pipelines by Horizontal Directional Drilling An Engineering Guide, 1995			
<b>Prepared By:</b> Nicholas Polk, PE		<b>Prepared Using:</b> Pipeline Toolbox	

Project: Chevron Spread 1A - Craigen Rd HDD 12in PP Mix		Date: 7/19/2021	
Location: Jefferson County, TX			
Horizontal Directional Drill			
Installation Stress Analysis		This Project	Allowable
Installation Stress Analysis at Point: B			
Tensile Stress	(psi)	601.22	54014.70 PASS
Bending Stress	(psi)	14.70	43631.44 PASS
External Hoop Stress	(psi)	448.13	17265.95 PASS
Unity Check: Tensile and Bending		0.0109	1 PASS
Unity Check: Tensile Bending and External Hoop		0.0015	1 PASS
Installation Stress Analysis at Point: C			
Tensile Stress	(psi)	1206.27	54014.70 PASS
Bending Stress	(psi)	11019.16	43631.44 PASS
External Hoop Stress	(psi)	647.64	17265.95 PASS
Unity Check: Tensile and Bending		0.2748	1 PASS
Unity Check: Tensile Bending and External Hoop		0.0645	1 PASS
Installation Stress Analysis at Point: D			
Tensile Stress	(psi)	2481.07	54014.70 PASS
Bending Stress	(psi)	14.70	43631.44 PASS
External Hoop Stress	(psi)	647.64	17265.95 PASS
Unity Check: Tensile and Bending		0.6457	1 PASS
Unity Check: Tensile Bending and External Hoop		0.0050	1 PASS
Installation Stress Analysis at Point: E			
Tensile Stress	(psi)	4046.77	54014.70 PASS
Bending Stress	(psi)	11019.16	43631.44 PASS
External Hoop Stress	(psi)	652.85	17265.95 PASS
Unity Check: Tensile and Bending		0.3084	1 PASS
Unity Check: Tensile Bending and External Hoop		0.0848	1 PASS
Installation Stress Analysis at Point: F			
Tensile Stress	(psi)	3687.85	54014.70 PASS
Bending Stress	(psi)	14.70	43631.44 PASS
External Hoop Stress	(psi)	14.70	17265.95 PASS
Unity Check: Tensile and Bending		0.0580	1 PASS
Unity Check: Tensile Bending and External Hoop		0.0050	1 PASS
Notes:			
Reference: PRCI: Installation of Pipelines by Horizontal Directional Drilling An Engineering Guide, 1995			
Prepared By: Nicholas Polk, PE		Prepared Using: Pipeline Toolbox	

## SPECIFICATIONS

**CARRIER PIPE**  
12" X 406" WT, API 5L, X60, SMS  
W/ 14-18 MILS MIN. FBE & 20-25 MILS MIN. ARG

**METHOD OF INSTALLATION**  
HORIZONTAL DIRECTIONAL DRILL

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195: TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

## CONTRACTOR NOTE:

- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY LINES AND STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.

## COORDINATE SYSTEM:

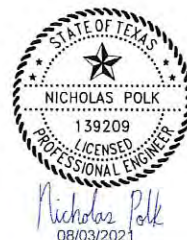
BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

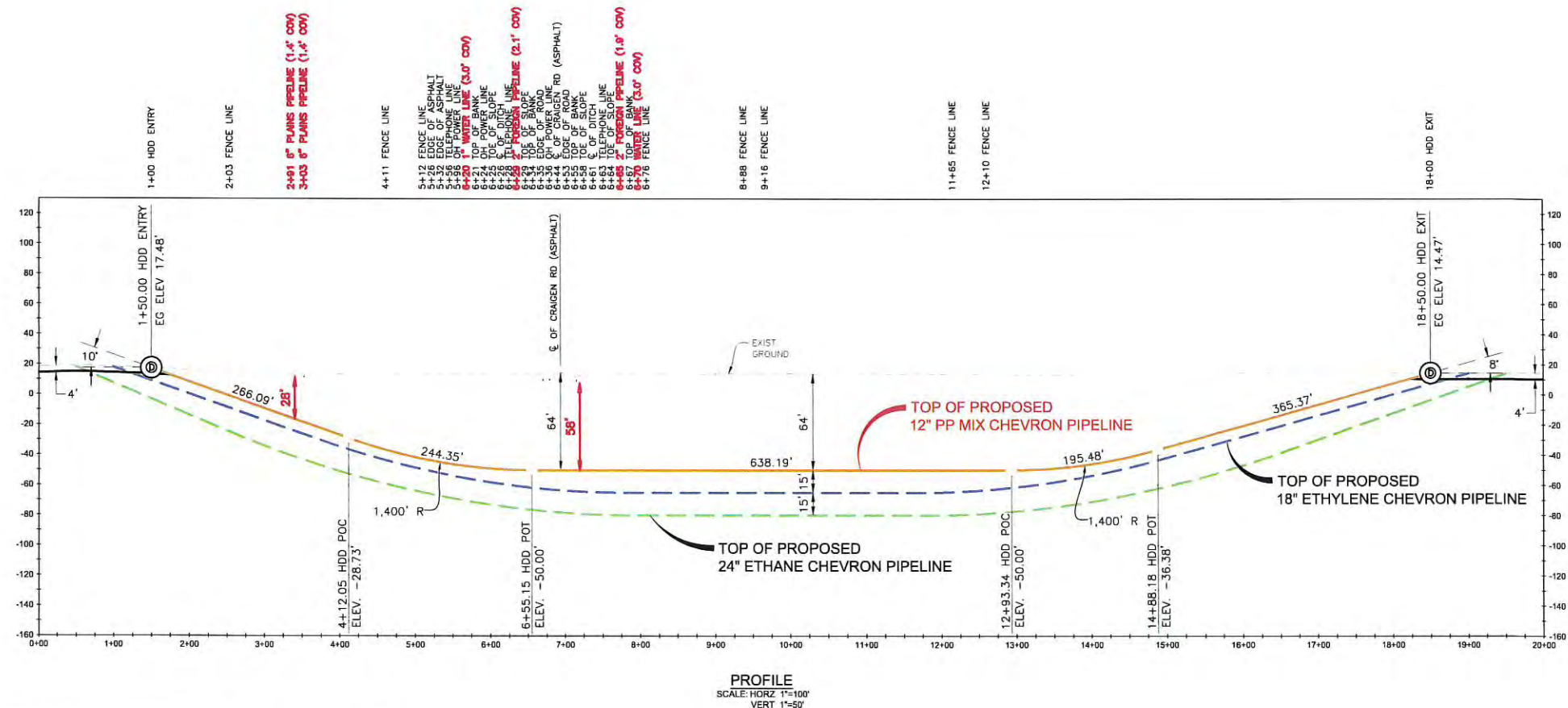
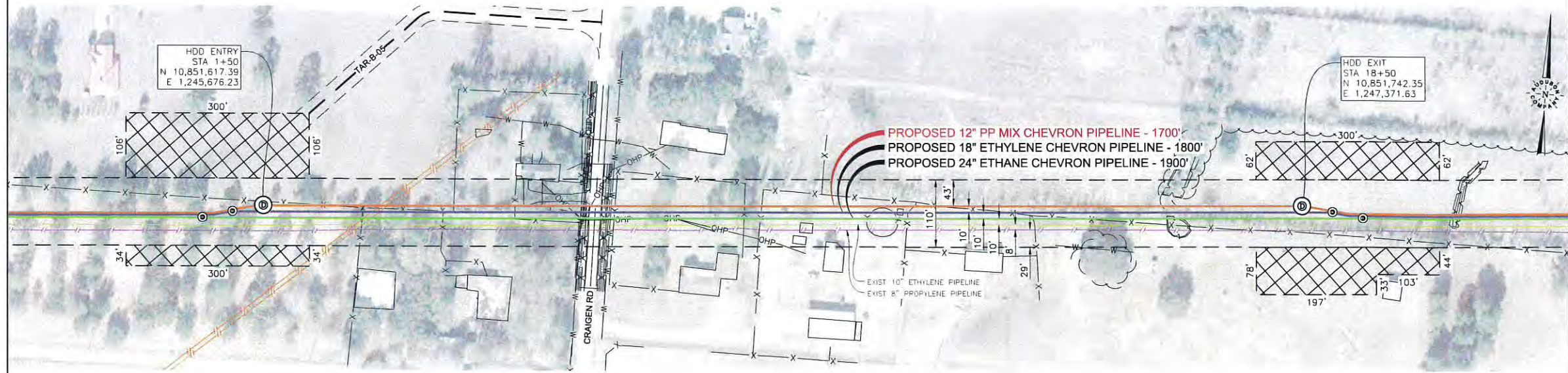
## DRILL LENGTHS

DRILL LENGTH: 1,709'  
HORZ LENGTH: 1,700'

RECOMMENDED TOLERANCES	
ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1")
PILOT DRILL ENTRY LOCATION	±1 FOOT (31 cm) MEASURED PARALLEL TO PIPELINE ±6 INCHES (15 cm) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1")
PILOT DRILL EXIT LOCATION	± 2 FEET (61 cm) MEASURED PARALLEL TO PIPELINE ± 6 INCHES (15 cm) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 cm) ABOVE THE STATED ELEVATION, -10 FT (6.1 M) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 cm)



ISSUED FOR  
08/03/21  
CONSTRUCTION



NO.	DATE	REVISION	BY	APPD.
A	08/03/21	ISSUED FOR CONSTRUCTION	LGF	JD

audubon  
Field Solutions  
10205 WESTMEYER ROAD  
SUITE 100  
HOUSTON, TEXAS 77042  
PHONE: (281) 889-0590

Chevron  
Pipe Line

DRAWN BY:	LGF	DATE:	07/08/21
CHECKED BY:	AG3	DATE:	07/23/21
APPROVED BY:	JD	DATE:	07/23/21


## HDD CROSSING


CHEVRON PIPELINE  
SPREAD 1A  
12" PP MIX PIPELINE  
CROSSING CRAIGEN RD  
JEFFERSON COUNTY, TEXAS

SCALE	DRAWING NO	REV.
1"=100'	019343002-AFS-DW-P2001	A



## JEFFERSON COUNTY, TEXAS

<b>Project:</b> Chevron Spread 1A - Craigen Rd HDD 18in Ethylene		
<b>Location:</b> Jefferson County, TX	<b>Date:</b> 7/19/2021	
<b>Horizontal Directional Drill</b> <b>Pull Load and Maximum Allowable Pull Force</b>		
<b>Input Parameters:</b>		
Pipe Description	Pipe Line API Specification SL	
Pipe Type	18 inch	
Select Nominal Pipe Diameter	18.000	
Outside Diameter	18.000	
Wall Thickness	0.375	
Pipe Grade	60	
S&W's	60000	
Young's Modulus of Elasticity	29000000.00	
Poisson's Ratio	0.3	
Pipe Filled With Water	No	
<b>Results:</b>		
Straight Section A - B	(ft)	269.43
Curved Section B - C	(ft)	418.88
Straight Section C - D	(ft)	385.25
Curved Section D - E	(ft)	335.10
Straight Section E - F	(ft)	402.56
Total Length of the Borehole	(ft)	1811.22
Effective Submerged Weight	(lb/ft)	-47.35
Pull Load Section on Rollers - Pipe Entry	(lb)	0
Pull Load Straight Section A - B	(lb)	15126.6
Pull Load at Point B	(lb)	15126.6
Pull Load Curved Section B - C	(lb)	25707.4
Pull Load at Point C	(lb)	40834.0
Pull Load Straight Section C - D	(lb)	18514.3
Pull Load at Point D	(lb)	33378.2
Pull Load Curved Section D - E	(lb)	20408.6
Pull Load at Point E	(lb)	7976.9
Pull Load Straight Section E - F	(lb)	16668.7
Pull Load at Point F	(lb)	96435.0
Total Pull Load	(lb)	96455.6
Maximum Allowable Pull Force - PASS	(lb)	82934.1
Allowable Tensile Stress	(psi)	60000.00
Total Tensile Stress - PASS	(psi)	3132.69
<b>Notes:</b>		
PRCI, Installation of Pipelines by Horizontal Directional Drilling An Engineering Guide, 1995		
<b>Reference:</b>		
PRCI, Installation of Pipelines by Horizontal Directional Drilling An Engineering Guide, 1995		
<b>Prepared By:</b> Nicholas Polk, PE		<b>Prepared Using:</b> Pipeline Toolbox

<b>Project:</b> Chevron Spread 1A - Craigen Rd HDD 18in Ethylene		 <b>audubon</b>		
<b>Location:</b> Jefferson County, TX	<b>Date:</b> 7/19/2021			
<b>Horizontal Directional Drill</b>				
<b>Installation Stress Analysis</b>		<b>This Project</b>	<b>Allowable</b>	
<b>Installation Stress Analysis at Point: B</b>				
Tensile Stress	(psi)	506.01	54014.70	PASS
Bending Stress	(psi)	14.70	43496.54	PASS
External Hoop Stress	(psi)	421.30	16599.74	PASS
Unit Check: Tensile and Bending		0.0091	1	PASS
Unit Check: Tensile Bending and External Hoop		0.0017	1	PASS
<b>Installation Stress Analysis at Point: C</b>				
Tensile Stress	(psi)	1340.99	54014.70	PASS
Bending Stress	(psi)	2077.20	43496.54	PASS
External Hoop Stress	(psi)	811.12	16599.74	PASS
Unit Check: Tensile and Bending		0.2310	1	PASS
Unit Check: Tensile Bending and External Hoop		0.0185	1	PASS
<b>Installation Stress Analysis at Point: D</b>				
Tensile Stress	(psi)	1943.31	54014.70	PASS
Bending Stress	(psi)	14.70	43496.54	PASS
External Hoop Stress	(psi)	811.12	16599.74	PASS
Unit Check: Tensile and Bending		0.0357	1	PASS
Unit Check: Tensile Bending and External Hoop		0.0062	1	PASS
<b>Installation Stress Analysis at Point: E</b>				
Tensile Stress	(psi)	2666.18	54014.70	PASS
Bending Stress	(psi)	9077.20	43496.54	PASS
External Hoop Stress	(psi)	811.62	16599.74	PASS
Unit Check: Tensile and Bending		0.2564	1	PASS
Unit Check: Tensile Bending and External Hoop		0.0902	1	PASS
<b>Installation Stress Analysis at Point: F</b>				
Tensile Stress	(psi)	3147.58	54014.70	PASS
Bending Stress	(psi)	14.70	43496.54	PASS
External Hoop Stress	(psi)	14.70	16599.74	PASS
Unit Check: Tensile and Bending		1	1	PASS
Unit Check: Tensile Bending and External Hoop		0.0384	1	PASS
<b>Notes:</b>				
Reference: PRCI: Installation of Pipelines by Horizontal Directional Drilling An Engineering Guide, 1995				
<b>Prepared By:</b> Nicholas Polk, PE		<b>Prepared Using:</b> Pipeline Toolbox		

## SPECIFICATIONS

**CARRIER PIPE**  
 18" X .562" WT, API 5L, X60, DSAW  
 W/ 14-18 MILS MIN. FBE & 20-25 MILS MIN. ARO

METHOD OF INSTALLATION  
HORIZONTAL DIRECTIONAL DRILL

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195: TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

## CONTRACTOR NOTE:

- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
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## COORDINATE SYSTEM:

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

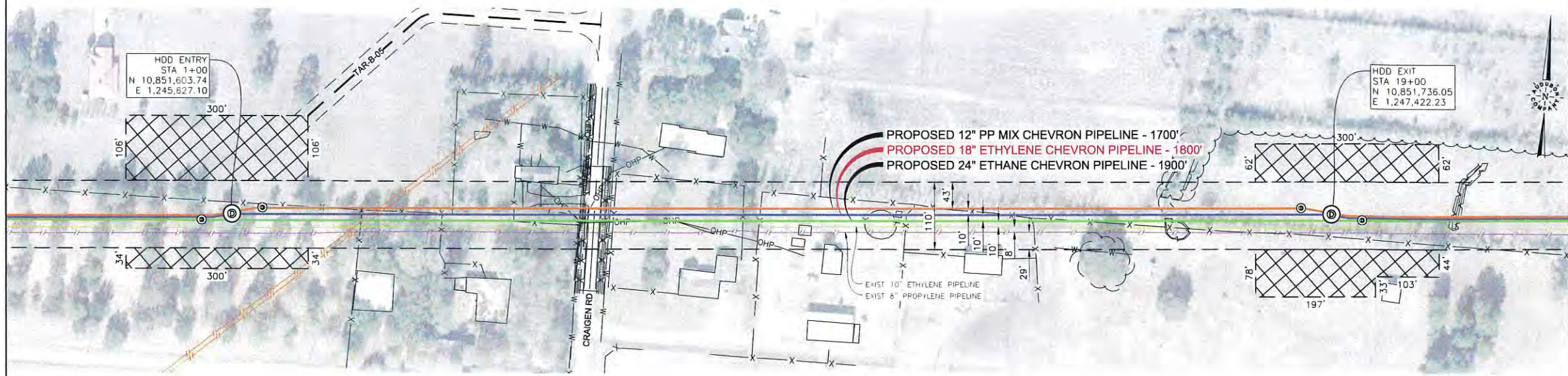
## DRILL LENGTHS

DRILL LENGTH: 1,811'  
 HORZ LENGTH: 1,800'

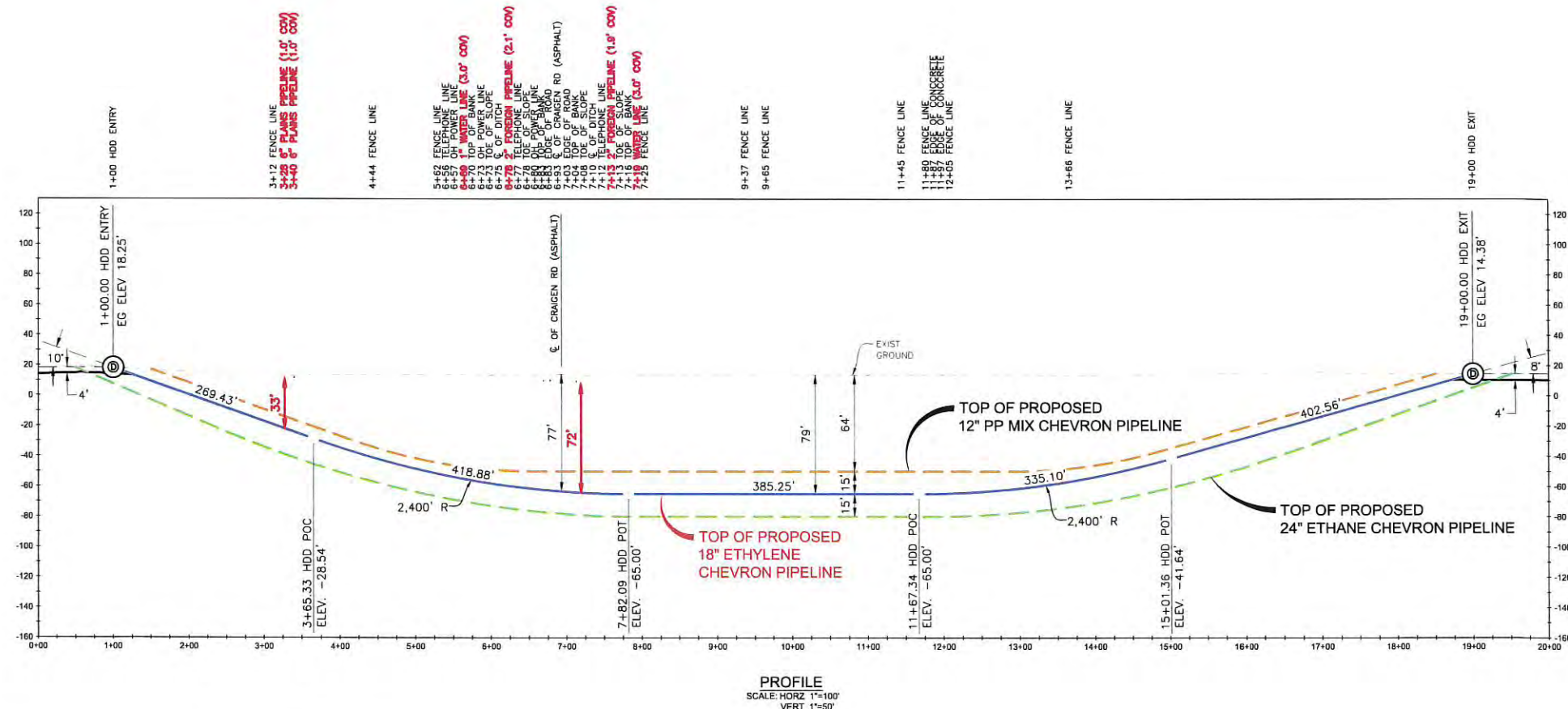
ITEM	RECOMMENDED TOLERANCES
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	±1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE ±6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ALIGNMENT	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -10 FT (6.1 M) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)



ISSUED FOR  
 08/03/21  
 CONSTRUCTION



PLAN  
 SCALE: 1"=100'



PROFILE  
 SCALE: HORZ 1"=100'  
 VERT 1"=50'

NO.	DATE	REVISION	BY	APPD.
A	08/03/21	ISSUED FOR CONSTRUCTION	LGF	JD

**audubon**  
 Field Solutions  
 10205 WESTHEIMER ROAD  
 SUITE 100  
 HOUSTON, TEXAS 77042  
 PHONE: (281) 669-0590

**Chevron**  
 Pipe Line

DRAWN BY:	LGF	DATE:	07/09/21
CHECKED BY:	AG3	DATE:	07/23/21
APPROVED BY:	JD	DATE:	07/23/21


## HDD CROSSING


CHEVRON PIPELINE  
 SPREAD 1A  
 18" ETHYLENE PIPELINE  
 CROSSING CRAIGEN RD  
 JEFFERSON COUNTY, TEXAS

SCALE	DRAWING NO	REV.
1"=100'	019343002-AFS-DW-P2002	A



## JEFFERSON COUNTY, TEXAS

<b>Project:</b> Chevron Spread 1A - Craigen Rd HDD 24in Ethane		
<b>Location:</b> Jefferson County, TX	<b>Date:</b> 7/19/2021	
<b>Horizontal Directional Drill</b> <b>Pull Load and Maximum Allowable Pull Force</b> Input Parameters: Pipe Type: 24 inch Select Nominal Pipe Diameter: 24.000 Outside Diameter: 24.000 Wall Thickness: 0.486 Pipe Grade: X60 SMYS: 60000 Young's Modulus of Elasticity: 29000000.00 Poisson's Ratio: 0.3 Pipe Filled With Water: No		
<b>Results:</b> Straight Section A - B: 189.75 Curved Section B - C: 565.49 Straight Section C - D: 381.87 Curved Section D - E: 471.24 Straight Section E - F: 306.97 Total Length of the Borehole: 1915.32 Effective Submerged Weight: -94.97 Pull Load Section on Rollers - Pipe Entry: 0 Pull Load Straight Section A - B: 17998.9 Pull Load at Point B: 17998.9 Pull Load Curved Section B - C: 74744.2 Pull Load at Point C: 28614.0 Pull Load Straight Section C - D: 103357.2 Pull Load Curved Section D - E: 43408.0 Pull Load at Point E: 144765.1 Pull Load Straight Section E - F: 17587.0 Pull Load at Point F: 164352.2 Total Pull Load: 164352.2 Maximum Allowable Pull Force - PASS: 1217735.9 Allowable Tensile Stress: 60000.00 Total Tensile Stress - PASS: 3261.80		
<b>Notes:</b> Reference: PRCI, Installation of Pipelines by Horizontal Directional Drilling An Engineering Guide, 1995		
<b>Prepared By:</b> Nicholas Polk, PE		<b>Prepared Using:</b> Pipeline Toolbox

<b>Project:</b> Chevron Spread 1A - Craigen Rd HDD 24in Ethane				
<b>Location:</b> Jefferson County, TX	<b>Date:</b> 7/19/2021			
<b>Horizontal Directional Drill</b> <b>Installation Stress Analysis</b>				
<b>Installation Stress Analysis at Point: B</b>				
Tensile Stress	(psi)	371.91	54014.70	PASS
Bending Stress	(psi)	14.70	42879.81	PASS
External Hoop Stress	(psi)	425.77	13995.86	PASS
Unity Check: Tensile and Bending		0.0068	1	PASS
Unity Check: Tensile Bending and External Hoop		0.0020	1	PASS
<b>Installation Stress Analysis at Point: C</b>				
Tensile Stress	(psi)	1098.10	54014.70	PASS
Bending Stress	(psi)	10755.44	42879.81	PASS
External Hoop Stress	(psi)	1040.56	13995.86	PASS
Unity Check: Tensile and Bending		0.2780	1	PASS
Unity Check: Tensile Bending and External Hoop		0.0717	1	PASS
<b>Installation Stress Analysis at Point: D</b>				
Tensile Stress	(psi)	2065.97	54014.70	PASS
Bending Stress	(psi)	14.70	42879.81	PASS
External Hoop Stress	(psi)	1040.56	13995.86	PASS
Unity Check: Tensile and Bending		0.0380	1	PASS
Unity Check: Tensile Bending and External Hoop		0.0111	1	PASS
<b>Installation Stress Analysis at Point: E</b>				
Tensile Stress	(psi)	2927.46	54014.70	PASS
Bending Stress	(psi)	10755.44	42879.81	PASS
External Hoop Stress	(psi)	1040.56	13995.86	PASS
Unity Check: Tensile and Bending		0.3045	1	PASS
Unity Check: Tensile Bending and External Hoop		0.0872	1	PASS
<b>Installation Stress Analysis at Point: F</b>				
Tensile Stress	(psi)	3776.50	54014.70	PASS
Bending Stress	(psi)	14.70	42879.81	PASS
External Hoop Stress	(psi)	1040.56	13995.86	PASS
Unity Check: Tensile and Bending		0.0504	1	PASS
Unity Check: Tensile Bending and External Hoop		0.0046	1	PASS
<b>Notes:</b> Reference: PRCI, Installation of Pipelines by Horizontal Directional Drilling An Engineering Guide, 1995				
<b>Prepared By:</b> Nicholas Polk, PE		<b>Prepared Using:</b> Pipeline Toolbox		

## SPECIFICATIONS

**CARRIER PIPE**  
 24" X .587" WT, API 5L X60, DSAW  
 W/ 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARO

## METHOD OF INSTALLATION

HORIZONTAL DIRECTIONAL DRILL  
 DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195: TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

## CONTRACTOR NOTE:

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## COORDINATE SYSTEM:

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

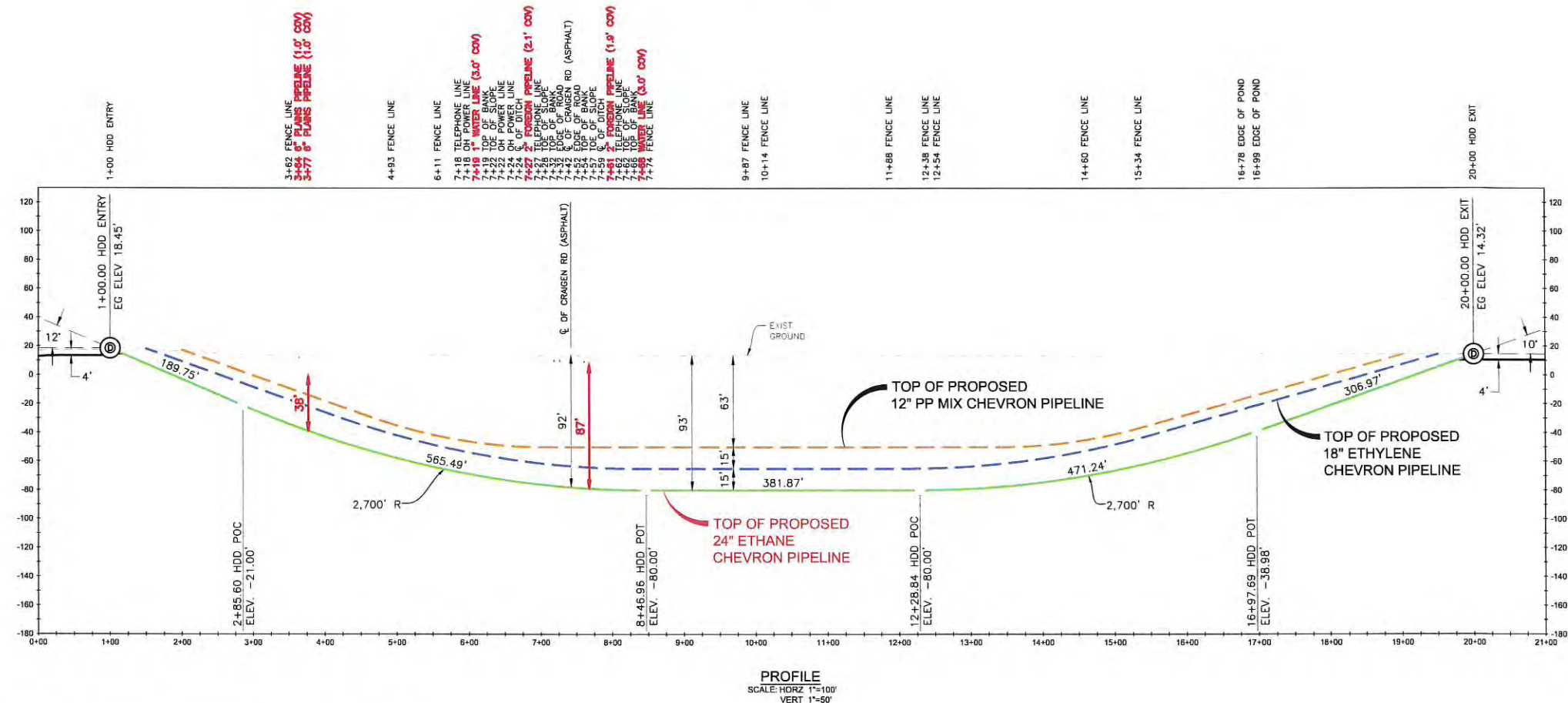
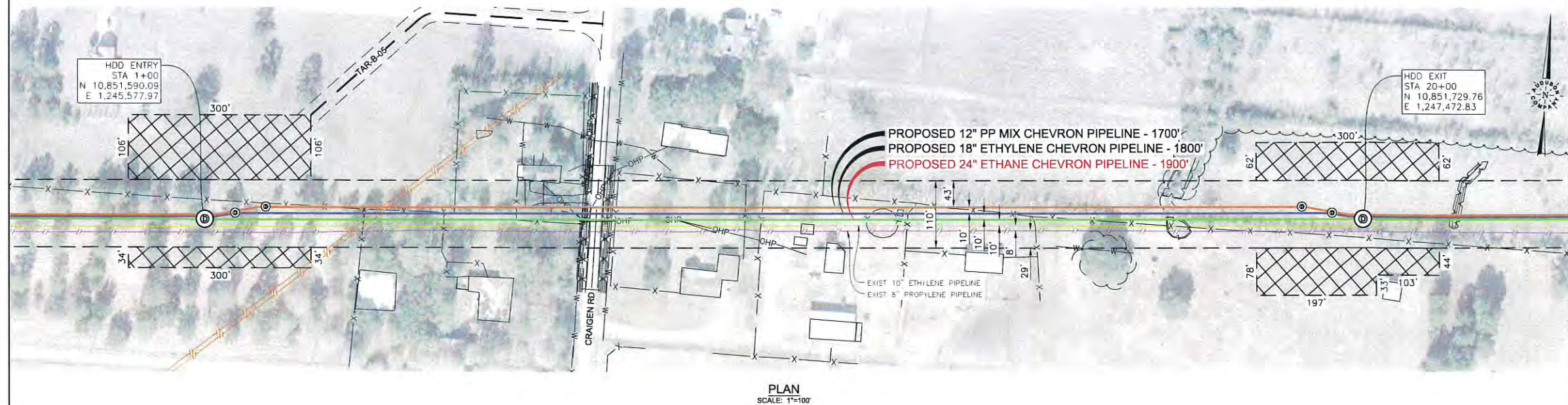
## DRILL LENGTHS

DRILL LENGTH: 1,915'  
 HORZ. LENGTH: 1,900'

RECOMMENDED TOLERANCES	
ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	±1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE ±6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -10 FT (6.1 M) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)




**ISSUED FOR**  
**08/03/21**  
**CONSTRUCTION**



NO.	DATE	REVISION	BY	APPD.
A	08/03/21	ISSUED FOR CONSTRUCTION	LGF	JD

**audubon**  
 Field Solutions  
 10205 WESTHEMER ROAD  
 SUITE 100  
 HOUSTON, TEXAS 77042  
 PHONE: (281) 869-0590

 <b>Chevron</b> Pipe Line	
DRAWN BY:	LGF
CHECKED BY:	AG3
APPROVED BY:	JD
DATE:	07/10/21
DATE:	07/23/21
DATE:	07/23/21

<b>HDD CROSSING</b> CHEVRON PIPELINE SPREAD 1A 24" ETHANE PIPELINE CROSSING CRAIGEN RD JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=100'	019343002-AFS-DW-P2003	A







<b>Project:</b> Chevron Spsol J A - Burrell Wingate Rd HDD 1.8in Ethylene			
<b>Location:</b> Jefferson County, TX		<b>Date:</b> 7/29/2021	
<b>Horizontal Directional Drill</b> <b>Installation Stress Analysis</b>			
<b>Installation Stress Analysis at Point: B</b>		<b>This Project</b>	<b>Allowable</b>
Tensile Stress	[psi]	75.09	54,014.70
Bending Stress	[psi]	12.70	43,496.54
External Hoop Stress	[psi]	70.63	16,599.74
Unity Check - Tensile and Bending	[psi]	0.001	1.00
Unity Check - Tensile Bending and External Hoop	[psi]	0.000	1.00
<b>Installation Stress Analysis at Point: C</b>			
Tensile Stress	[psi]	887.08	54,014.70
Bending Stress	[psi]	9,377.20	43,496.54
External Hoop Stress	[psi]	413.48	16,599.74
Unity Check - Tensile and Bending	[psi]	0.225	1.00
Unity Check - Tensile Bending and External Hoop	[psi]	0.343	1.00
<b>Installation Stress Analysis at Point: D</b>			
Tensile Stress	[psi]	1,460.04	54,014.70
Bending Stress	[psi]	13.70	43,496.54
External Hoop Stress	[psi]	419.46	16,599.74
Unity Check - Tensile and Bending	[psi]	0.027	1.00
Unity Check - Tensile Bending and External Hoop	[psi]	0.002	1.00
<b>Installation Stress Analysis at Point: E</b>			
Tensile Stress	[psi]	2,100.56	54,014.70
Bending Stress	[psi]	9,377.20	43,496.54
External Hoop Stress	[psi]	413.89	16,599.74
Unity Check - Tensile and Bending	[psi]	0.267	1.00
Unity Check - Tensile Bending and External Hoop	[psi]	0.053	1.00
<b>Installation Stress Analysis at Point: F</b>			
Tensile Stress	[psi]	2,304.15	54,014.70
Bending Stress	[psi]	11.70	43,496.54
External Hoop Stress	[psi]	14.70	16,599.74
Unity Check - Tensile and Bending	[psi]	0.042	1.00
Unity Check - Tensile Bending and External Hoop	[psi]	0.002	1.00
<b>Notes:</b>			
<b>Reference:</b> PRCI, Installation of Pipelines by Horizontal Directional Drilling An Engineering Guide, 1995			
<b>Prepared By:</b> Nicholas Polk, PE		<b>Prepared Using:</b> Pipeline Toolbox	


**HDD CROSSING**


CHEVRON PIPELINE  
SPREAD 1A  
18" ETHYLENE PIPELINE  
CROSSING BURRELL WINGATE RD  
JEFFERSON COUNTY, TEXAS

SCALE	DRAWING NO	P
"=100'	019343002-AFS-DW-P2006	



## JEFFERSON COUNTY, TEXAS

<b>Project:</b> Chevron Spread 1A - Burrell Wingate Rd HDD 24in Ethane		
<b>Location:</b> Jefferson County, TX	<b>Date:</b> 7/29/2021	
<b>Horizontal Directional Drill</b>		
<b>Pull Load and Maximum Allowable Pull Force</b>		
<b>Input Parameters</b>		
Pipe Description	Pipe Line: API Specification 3L	
Select Nominal Pipe Diameter	24 inch	
Outside Diameter	24.000	
Wall Thickness	0.688	
Pipe Grade	X40	
SMYS	60000	
Young's Modulus of Elasticity	29000000.00	
Poisson's Ratio	0.3	
Pipe Filled With Water	No	
<b>Results:</b>		
Straight Section A - B	(ft)	114.12
Curved Section B - C	(ft)	565.45
Straight Section C - D	(ft)	13.01
Curved Section D - E	(ft)	471.24
Straight Section E - F	(ft)	250.29
Total Length of the Borehole	(ft)	1,414.15
Pull Load Section on Rollers - Pipe Entry	(ft)	0.00
Pull Load Straight Section A - B	(ft)	10,825.00
Pull Load at Point B	(ft)	10,825.00
Pull Load Curved Section B - C	(ft)	56,287.30
Pull Load at Point C	(ft)	67,112.20
Pull Load Straight Section C - D	(ft)	974.80
Pull Load at Point D	(ft)	68,087.10
Pull Load Curved Section D - E	(ft)	109,511.60
Pull Load at Point E	(ft)	14,339.70
Pull Load Straight Section E - F	(ft)	123,853.50
Pull Load at Point F	(ft)	1,272,735.90
Total Pull Load	(ft)	1,272,735.90
Maximum Allowable Pull Force - PASS	(ft)	1,772,735.90
Allowable Tensile Stress - PASS	(ft)	60,000.00
Total Tensile Stress - PASS	(ft)	2,438.63
<b>Notes:</b>		
<b>Reference:</b> PCCI, Installation of Pipelines by Horizontal Directional Drilling An Engineering Guide, 1995		
<b>Prepared By:</b> Nicholas Polk, PE		<b>Prepared Using:</b> Pipeline Toolbox

<b>Project:</b> Chevron Spread 1A - Burrell Wingate Rd HDD 24in Ethane				
<b>Location:</b> Jefferson County, TX	<b>Date:</b> 7/29/2021			
<b>Horizontal Directional Drill</b>				
<b>Installation Stress Analysis</b>				
<b>Installation Stress Analysis at Point: B</b>		<b>This Project</b>	<b>Allowable</b>	
Tensile Stress	(psi)	229.53	54,014.70	PASS
Bending Stress	(psi)	14.70	42,879.81	PASS
External Hoop Stress	(psi)	261.93	13,995.86	PASS
Unity Check: Tensile and Bending		0.004	1.00	PASS
Unity Check: Tensile Bending and External Hoop		0.001	1.00	PASS
<b>Installation Stress Analysis at Point: C</b>				
Tensile Stress	(psi)	1,346.63	54,014.70	PASS
Bending Stress	(psi)	10,755.44	42,879.81	PASS
External Hoop Stress	(psi)	876.71	13,995.86	PASS
Unity Check: Tensile and Bending		0.275	1.00	PASS
Unity Check: Tensile Bending and External Hoop		0.067	1.00	PASS
<b>Installation Stress Analysis at Point: D</b>				
Tensile Stress	(psi)	1,365.98	54,014.70	PASS
Bending Stress	(psi)	14.70	42,879.81	PASS
External Hoop Stress	(psi)	876.71	13,995.86	PASS
Unity Check: Tensile and Bending		0.025	1.00	PASS
Unity Check: Tensile Bending and External Hoop		0.009	1.00	PASS
<b>Installation Stress Analysis at Point: E</b>				
Tensile Stress	(psi)	2,188.15	54,014.70	PASS
Bending Stress	(psi)	10,755.44	42,879.81	PASS
External Hoop Stress	(psi)	934.80	13,995.86	PASS
Unity Check: Tensile and Bending		0.291	1.00	PASS
Unity Check: Tensile Bending and External Hoop		0.077	1.00	PASS
<b>Installation Stress Analysis at Point: F</b>				
Tensile Stress	(psi)	2,472.74	54,014.70	PASS
Bending Stress	(psi)	14.70	42,879.81	PASS
External Hoop Stress	(psi)	14.70	13,995.86	PASS
Unity Check: Tensile and Bending		0.046	1.00	PASS
Unity Check: Tensile Bending and External Hoop		0.003	1.00	PASS
<b>Notes:</b>				
Reference: PCCI, Installation of Pipelines by Horizontal Directional Drilling An Engineering Guide, 1995				
<b>Prepared By:</b> Nicholas Polk, PE		<b>Prepared Using:</b> Pipeline Toolbox		

## SPECIFICATIONS

**CARRIER PIPE**  
24" X .687" WT, API 3L, X40, DSAW  
W/ 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARO

## METHOD OF INSTALLATION

HORIZONTAL DIRECTIONAL DRILL  
DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195: TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

## CONTRACTOR NOTE:

- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY PIPES AND/OR STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.

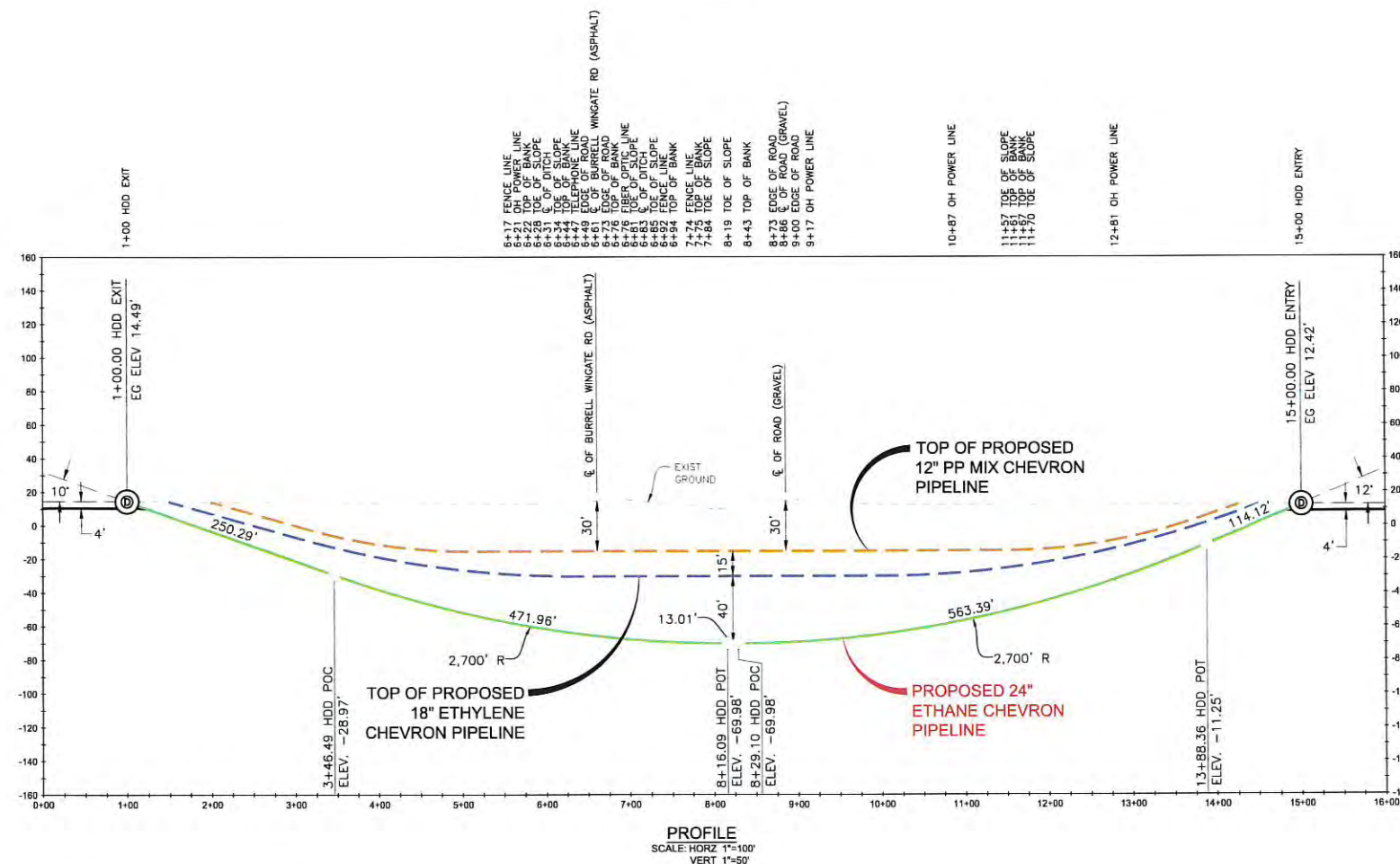
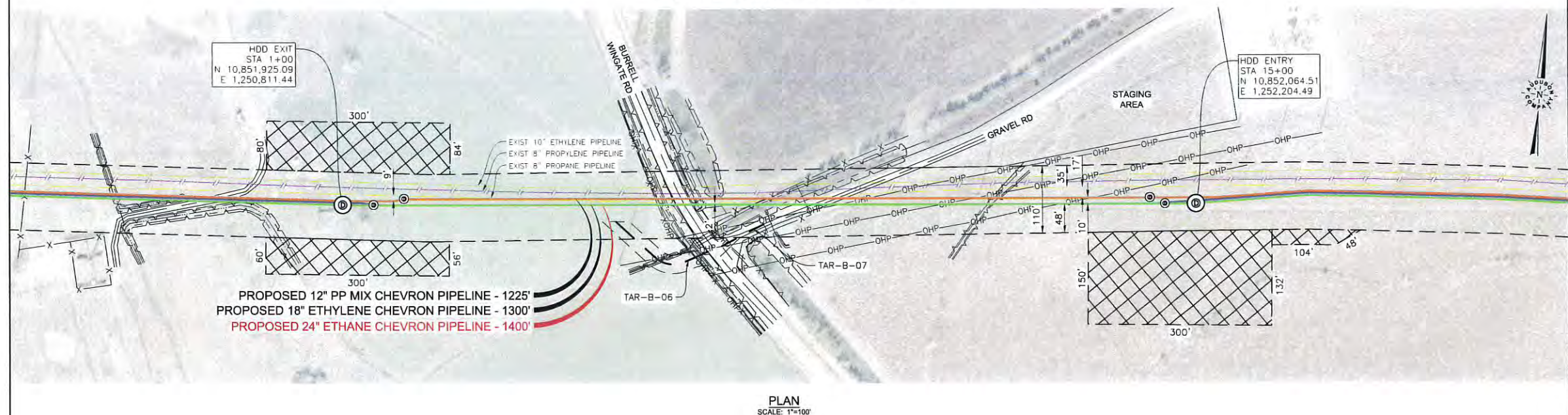
## COORDINATE SYSTEM:

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID 2010, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

## DRILL LENGTHS

DRILL LENGTH: 1,413'  
HORIZ. LENGTH: 1,400'



RECOMMENDED TOLERANCES	
ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	±1 FOOT (31 cm) MEASURED PARALLEL TO PIPELINE ±6 INCHES (15 cm) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 cm) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 cm) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 cm) ABOVE THE STATED ELEVATION, -10 FT (6.1 m) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 cm)



**ISSUED FOR  
08/03/21  
CONSTRUCTION**

NO.	DATE	REVISION	BY	APPD.
A	08/03/21	ISSUED FOR CONSTRUCTION	LGF	JD

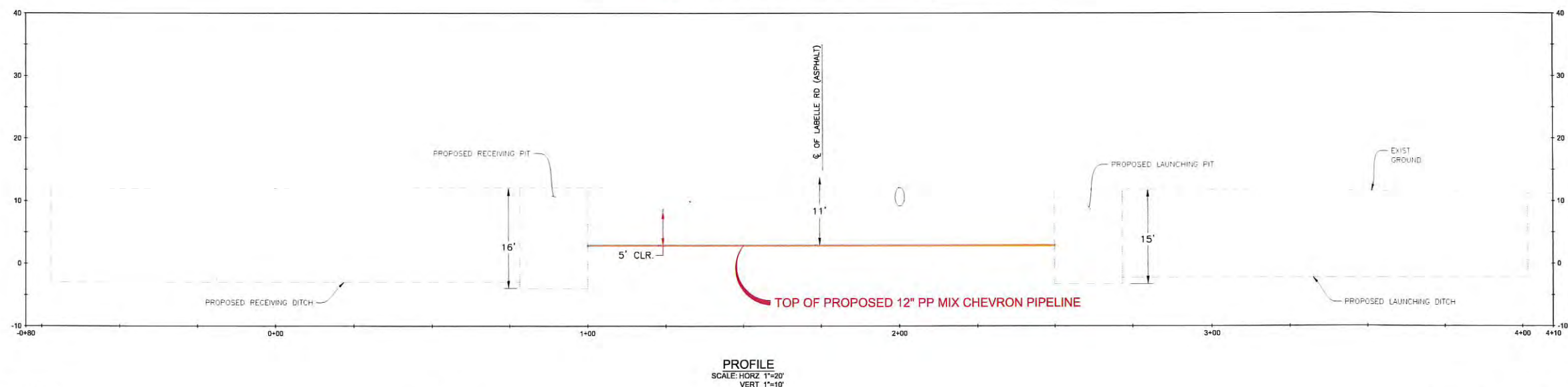
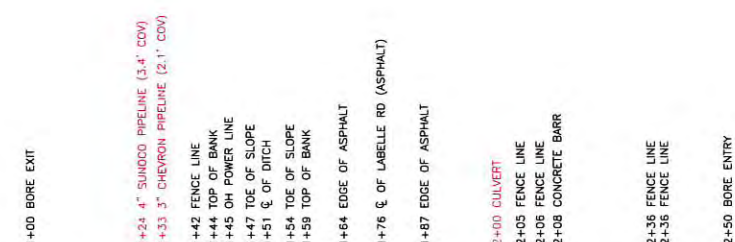
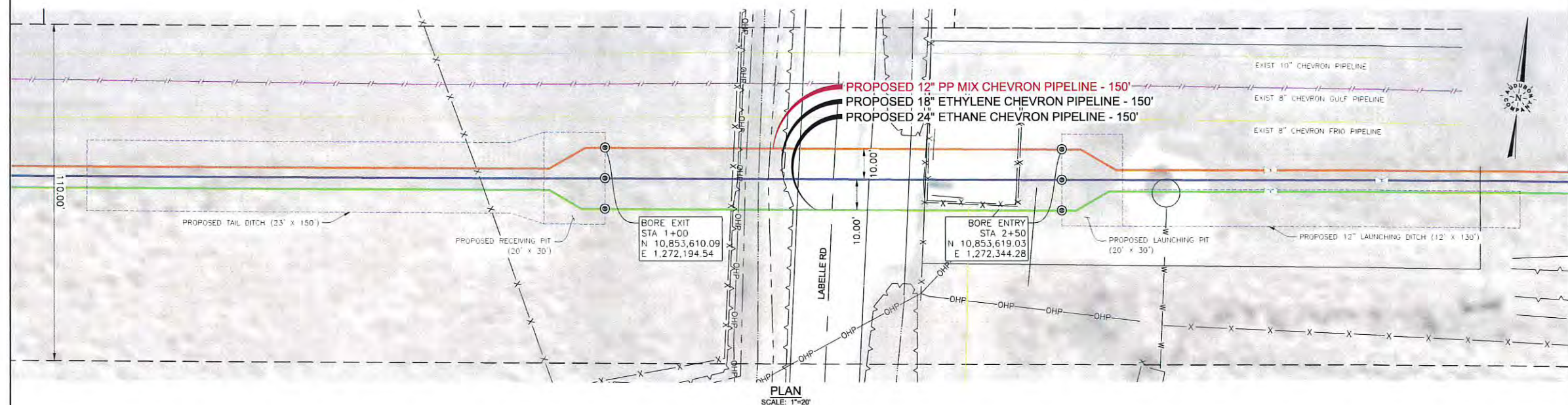
**audubon**  
Field Solutions  
10205 WESTHEIMER ROAD  
SUITE 100  
HOUSTON, TEXAS 77042  
PHONE: (281) 868-0590

**Chevron**  
Pipe Line

DRAWN BY:	LGF	DATE:	07/13/21
CHECKED BY:	AG3	DATE:	07/23/21
APPROVED BY:	JD	DATE:	07/23/21

HDD CROSSING		
CHEVRON PIPELINE SPREAD 1A 24" ETHANE PIPELINE CROSSING BURRELL WINGATE RD JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=100'	019343002-AFS-DW-P2007	A





CONTRACTOR NOTE:

1. THE TYPES, LOCATION, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES). THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
2. THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY PIPES AND/OR STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.
3. THE CONTRACTOR SHALL ESTABLISH SETTLEMENT/HEAVE MONITORING POINTS PRIOR TO CONSTRUCTION AND SURVEY THE INSTRUMENT PRIOR TO, DURING AND AFTER CONSTRUCTION IN ACCORDANCE WITH THE APPROVED SETTLEMENT MONITORING PLAN TO BE PROVIDED BY THE CONTRACTOR. CONTRACTOR SHALL SUBMIT THE FOLLOWING TO THE OWNER FOR APPROVAL PRIOR TO CONSTRUCTION (IF APPLICABLE):
  - TEMPORARY CASING PIPE SPECIFICATION (IF USED).
  - AUGER AND CUTTERHEAD SPECIFICATION.
  - BORE MACHINE OR PNEUMATIC HAMMER SPECIFICATION AND OPERATING MANUAL.
  - LUBRICATING SYSTEM SPECIFICATION AND MATERIALS (IF USED).
  - STEERING SYSTEM SPECIFICATION AND MATERIALS (IF USED).
  - SHORING PLAN SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS.
  - SPOILS MANAGEMENT AND DISPOSAL PLAN.
  - EXCAVATION AND SHORING INSPECTION AND MONITORING PLAN.
  - GROUTING PLAN, MATERIALS, AND SPECIFICATIONS (IF USED).
  - CONTINGENCY PLAN FOR UNFORESEEN CONDITIONS: OBSTRUCTION, DISCOVERED UNMARKED FOREIGN UTILITIES, GROUND WATER, CONTAMINATED GROUND CONDITION, UNSTABLE GROUND CONDITIONS, LOCKED AUGERS AND/OR STUCK CASING, FLOODED CASING AND/OR LAUNCHING PIT, DRIFT OR DIVE OF CASING, OVER-EXCAVATION AND FORMATION OF VOID, SURFACE SETTLEMENT AND/OR HEAVE, AND ANY OTHER CONDITIONS THAT WOULD PREVENT ADVANCEMENT OF THE CASING AND AUGERS, HALTING BORING OPERATIONS.
  - SETTLEMENT MONITORING PLAN: DETAILS, INSTALLATION, AND NUMBER OF SETTLEMENT MONITORING POINTS, SURVEYING METHOD, AND FREQUENCY OF SURVEY FOR EACH PHASE OF CONSTRUCTION.

## SPECIFICATIONS

**CARRIER PIPE**  
12" X .406" WT, API 5L, X60, SMLS  
W/ 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARO

### METHOD OF INSTALLATION

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195: TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

COORDINATE SYSTEM:

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.



ISSUED FOR  
08/03/21  
CONSTRUCTION

[illegible]

**audubon**  
Field Solutions  
10205 WESTHEIMER ROAD  
SUITE 100  
HOUSTON, TEXAS 77042  
PHONE: (281) 659-0590



DRAWN BY:	GMM	DATE:	07/08/21
CHECKED BY:	AG3	DATE:	07/23/21
APPROVED BY:	JD	DATE:	07/23/21

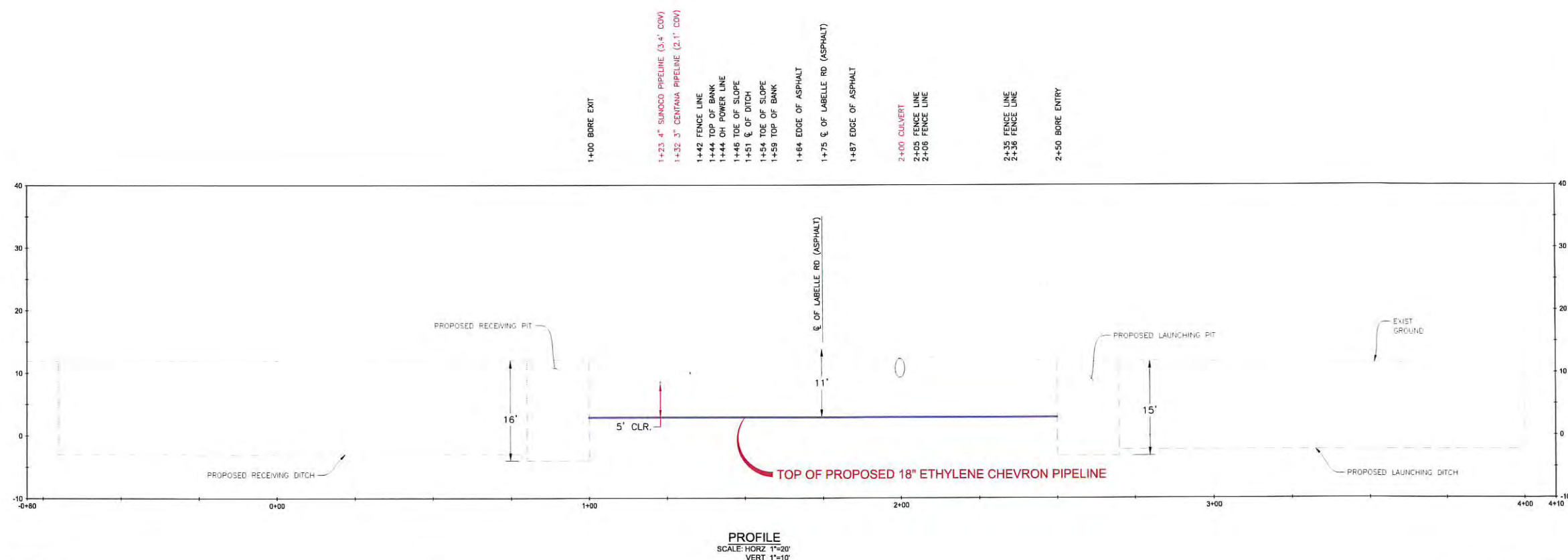
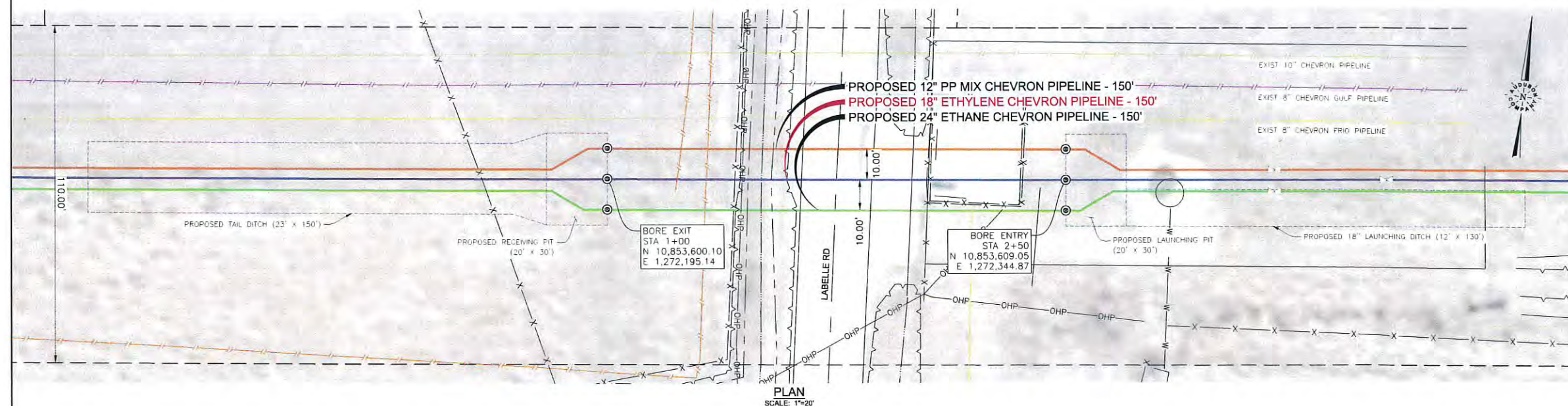
BORE CROSSING

CHEVRON PIPELINE  
SPREAD 1A  
12" PP MIX PIPELINE  
CROSSING LABELLE RD  
FFERSON COUNTY, TEXAS

SCALE	DRAWING NO	REV.
1"=20'	019343002-AFS-DW-P2025	A



## JEFFERSON COUNTY, TEXAS



CONTRACTOR NOTE:

1. THE TYPES, LOCATION, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT SHALL BE MADE TO LOCATE AND DEPTH LOCATED BY THE KNOWN UNDERGROUND UTILITY ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
2. THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY PIPES AND/OR STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT ALL UTILITIES AND/OR STRUCTURES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK, ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.
3. THE CONTRACTOR SHALL ESTABLISH SETTLEMENT/HAVE MONITORING POINTS PRIOR TO CONSTRUCTION AND SURVEY THE MONUMENT PRIOR TO, DURING AND AFTER CONSTRUCTION IN ACCORDANCE WITH THE APPLICABLE SETTLEMENT MONITORING SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING THE FOLLOWING TO THE OWNER FOR APPROVAL PRIOR TO CONSTRUCTION (IF APPLICABLE).

- TEMPORARY CASING PIPE SPECIFICATION (IF USED).
- AUGER AND CUTTERHEAD SPECIFICATION.
- BORE MACHINE OR PNEUMATIC HAMMER SPECIFICATION AND OPERATING MANUAL.
- LUBRICATING SYSTEM SPECIFICATION AND MATERIALS (IF USED).
- STEERING SYSTEM SPECIFICATION AND MATERIALS (IF USED).
- SHORING PLAN SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS.
- SPOILS MANAGEMENT AND DISPOSAL PLAN.
- EXCAVATION AND SHORING INSPECTION AND MONITORING PLAN.
- GROUTING PLAN, MATERIALS, AND SPECIFICATIONS (IF USED).

- \* CONTINGENCY PLAN FOR UNFORESEEN CONDITIONS, OBSTRUCTION, DISCOVERED UNMARKED FOREIGN UTILITIES, GROUND WATER, CONTAMINATED GROUND CONDITION, UNSTABLE GROUND CONDITIONS, LOCKED AUGERS AND/OR STUCK CASING, FLOODED CASING AND/OR LAUNCHING PIT, DRIFT OR DIVE OF CASING, OVER-EXCAVATION AND FORMATION OF VOIDS, SURFACE SETTLEMENT AND/OR HEAVE, AND ANY OTHER CONDITIONS THAT WOULD PREVENT ADVANCEMENT OF THE CASING AND AUGERS, HALTING BORING OPERATIONS.
- \* SETTLEMENT MONITORING PLAN: DETAILS, INSTALLATION, AND NUMBER OF SETTLEMENT MONITORING POINTS, SURVEYING METHOD, AND FREQUENCY OF SURVEY FOR EACH PHASE OF CONSTRUCTION.

## SPECIFICATIONS

**CARRIER PIPE**  
18" X .562" WT, API 5L, X60, DSAW  
W/ 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARG.

### METHOD OF INSTALLATION

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195: TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

COORDINATE SYSTEM:

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.



ISSUED FOR  
08/03/21  
CONSTRUCTION

[illegible]

**audubon**  
Field Solutions  
10205 WESTHEIMER ROAD  
SUITE 100  
HOUSTON, TEXAS 77042  
PHONE: (281) 869-0590


**Chevron**  
 Pipe Line

DRAWN BY:	GMM	DATE:	07/08/21
CHECKED BY:	AG3	DATE:	07/23/21
APPROVED BY:	JD	DATE:	07/23/21

## BORE CROSSING

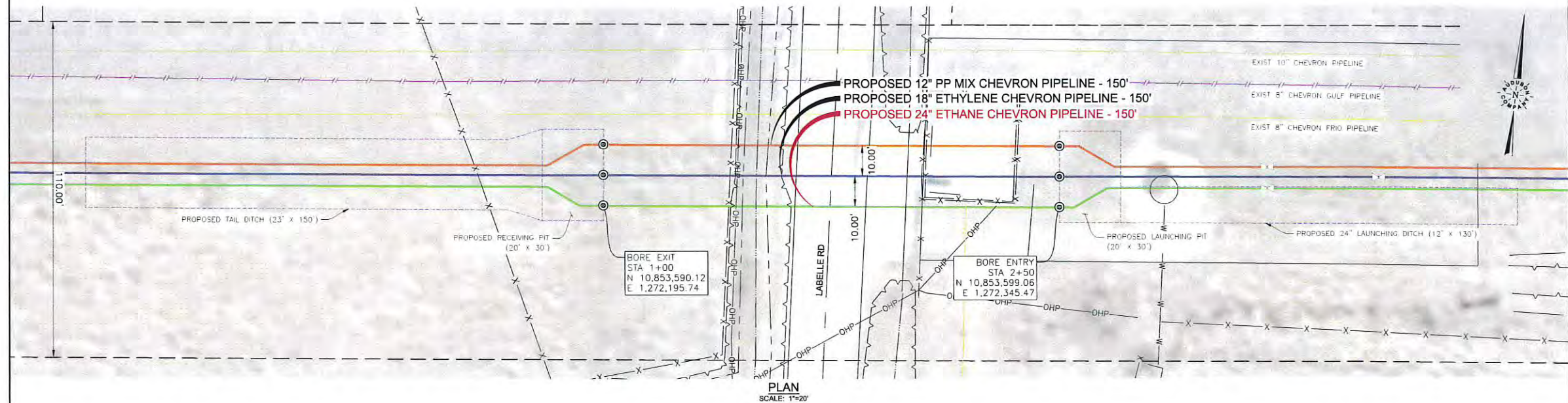
CHEVRON PIPELINE  
SPREAD 1A  
18" ETHYLENE PIPELINE  
CROSSING LABELLE RD  
FFERSON COUNTY, TEXAS

SCALE	DRAWING NO	RE
1"=20'	019343002-AFS-DW-P2026	A

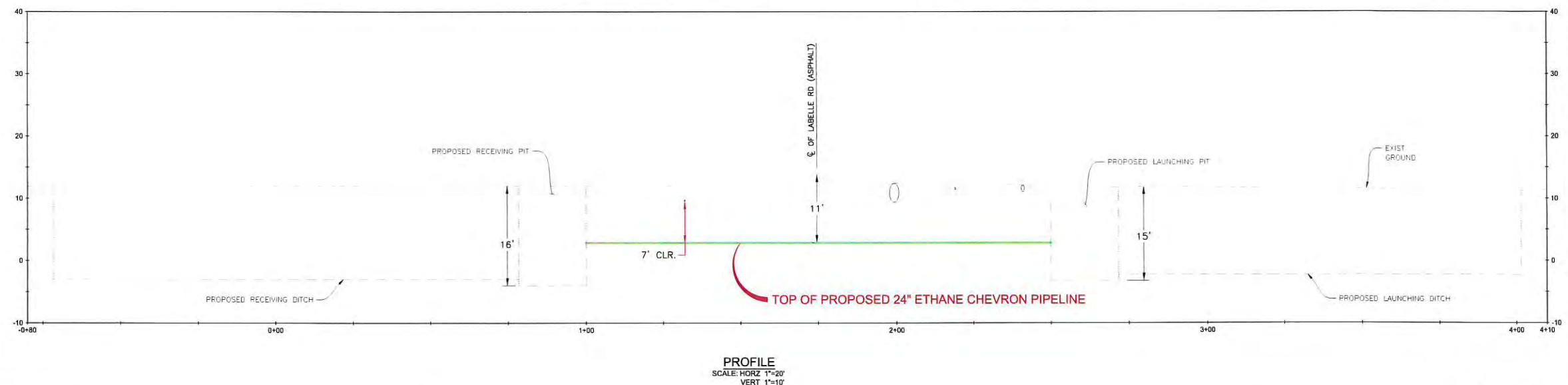


## JEFFERSON COUNTY, TEXAS

Project: Chevron Spreader 1A, 24" Ethane Pipeline Location: Jefferson County, TX Date: 07/23/21	
<b>Design Pressure - Steel Pipe 4500 PSI (4.5 MPa)</b> (a) 100% (b) 100% (c) 100% (d) 100% (e) 100% (f) 100% (g) 100% (h) 100% (i) 100% (j) 100% (k) 100% (l) 100% (m) 100% (n) 100% (o) 100% (p) 100% (q) 100% (r) 100% (s) 100% (t) 100% (u) 100% (v) 100% (w) 100% (x) 100% (y) 100% (z) 100% (aa) 100% (ab) 100% (ac) 100% (ad) 100% (ae) 100% (af) 100% (ag) 100% (ah) 100% (ai) 100% (aj) 100% (ak) 100% (al) 100% (am) 100% (an) 100% (ao) 100% (ap) 100% (aq) 100% (ar) 100% (as) 100% (at) 100% (au) 100% (av) 100% (aw) 100% (ax) 100% (ay) 100% (az) 100% (ba) 100% (bb) 100% (bc) 100% (bd) 100% (be) 100% (bf) 100% (bg) 100% (bh) 100% (bi) 100% (bj) 100% (bk) 100% (bl) 100% (bm) 100% (bn) 100% (bo) 100% (bp) 100% (bq) 100% (br) 100% (bs) 100% (bt) 100% (bu) 100% (bv) 100% (bw) 100% (bx) 100% (by) 100% (bz) 100% (ca) 100% (cb) 100% (cc) 100% (cd) 100% (ce) 100% (cf) 100% (cg) 100% (ch) 100% (ci) 100% (cj) 100% (ck) 100% (cl) 100% (cm) 100% (cn) 100% (co) 100% (cp) 100% (cq) 100% (cr) 100% (cs) 100% (ct) 100% (cu) 100% (cv) 100% (cw) 100% (cx) 100% (cy) 100% (cz) 100% (da) 100% (db) 100% (dc) 100% (dd) 100% (de) 100% (df) 100% (dg) 100% (dh) 100% (di) 100% (dj) 100% (dk) 100% (dl) 100% (dm) 100% (dn) 100% (do) 100% (dp) 100% (dq) 100% (dr) 100% (ds) 100% (dt) 100% (du) 100% (dv) 100% (dw) 100% (dx) 100% (dy) 100% (dz) 100% (ea) 100% (eb) 100% (ec) 100% (ed) 100% (ee) 100% (ef) 100% (eg) 100% (eh) 100% (ei) 100% (ej) 100% (ek) 100% (el) 100% (em) 100% (en) 100% (eo) 100% (ep) 100% (eq) 100% (er) 100% (es) 100% (et) 100% (eu) 100% (ev) 100% (ew) 100% (ex) 100% (ey) 100% (ez) 100% (fa) 100% (fb) 100% (fc) 100% (fd) 100% (fe) 100% (ff) 100% (fg) 100% (fh) 100% (fi) 100% (fj) 100% (fk) 100% (fl) 100% (fm) 100% (fn) 100% (fo) 100% (fp) 100% (fq) 100% (fr) 100% (fs) 100% (ft) 100% (fu) 100% (fv) 100% (fw) 100% (fx) 100% (fy) 100% (fz) 100% (ga) 100% (gb) 100% (gc) 100% (gd) 100% (ge) 100% (gf) 100% (gg) 100% (gh) 100% (gi) 100% (gj) 100% (gk) 100% (gl) 100% (gm) 100% (gn) 100% (go) 100% (gp) 100% (gq) 100% (gr) 100% (gs) 100% (gt) 100% (gu) 100% (gv) 100% (gw) 100% (gx) 100% (gy) 100% (gz) 100% (ha) 100% (hb) 100% (hc) 100% (hd) 100% (he) 100% (hf) 100% (hg) 100% (hh) 100% (hi) 100% (hj) 100% (hk) 100% (hl) 100% (hm) 100% (hn) 100% (ho) 100% (hp) 100% (hq) 100% (hr) 100% (hs) 100% (ht) 100% (hu) 100% (hv) 100% (hw) 100% (hx) 100% (hy) 100% (hz) 100% (ia) 100% (ib) 100% (ic) 100% (id) 100% (ie) 100% (if) 100% (ig) 100% (ih) 100% (ii) 100% (ij) 100% (ik) 100% (il) 100% (im) 100% (in) 100% (io) 100% (ip) 100% (iq) 100% (ir) 100% (is) 100% (it) 100% (iu) 100% (iv) 100% (iw) 100% (ix) 100% (iy) 100% (iz) 100% (ja) 100% (jb) 100% (jc) 100% (jd) 100% (je) 100% (jf) 100% (jg) 100% (jh) 100% (ji) 100% (jj) 100% (jk) 100% (jl) 100% (jm) 100% (jn) 100% (jo) 100% (jp) 100% (jq) 100% (jr) 100% (js) 100% (jt) 100% (ju) 100% (jv) 100% (jw) 100% (jx) 100% (jy) 100% (jz) 100% (ka) 100% (kb) 100% (kc) 100% (kd) 100% (ke) 100% (kf) 100% (kg) 100% (kh) 100% (ki) 100% (kj) 100% (kk) 100% (kl) 100% (km) 100% (kn) 100% (ko) 100% (kp) 100% (kq) 100% (kr) 100% (ks) 100% (kt) 100% (ku) 100% (kv) 100% (kw) 100% (kx) 100% (ky) 100% (kz) 100% (la) 100% (lb) 100% (lc) 100% (ld) 100% (le) 100% (lf) 100% (lg) 100% (lh) 100% (li) 100% (lj) 100% (lk) 100% (ll) 100% (lm) 100% (ln) 100% (lo) 100% (lp) 100% (lq) 100% (lr) 100% (ls) 100% (lt) 100% (lu) 100% (lv) 100% (lw) 100% (lx) 100% (ly) 100% (lz) 100% (ma) 100% (mb) 100% (mc) 100% (md) 100% (me) 100% (mf) 100% (mg) 100% (mh) 100% (mi) 100% (mj) 100% (mk) 100% (ml) 100% (mm) 100% (mn) 100% (mo) 100% (mp) 100% (mq) 100% (mr) 100% (ms) 100% (mt) 100% (mu) 100% (mv) 100% (mw) 100% (mx) 100% (my) 100% (mz) 100% (na) 100% (nb) 100% (nc) 100% (nd) 100% (ne) 100% (nf) 100% (ng) 100% (nh) 100% (ni) 100% (nj) 100% (nk) 100% (nl) 100% (nm) 100% (nn) 100% (no) 100% (np) 100% (nq) 100% (nr) 100% (ns) 100% (nt) 100% (nu) 100% (nv) 100% (nw) 100% (nx) 100% (ny) 100% (nz) 100% (oa) 100% (ob) 100% (oc) 100% (od) 100% (oe) 100% (of) 100% (og) 100% (oh) 100% (oi) 100% (oj) 100% (ok) 100% (ol) 100% (om) 100% (on) 100% (oo) 100% (op) 100% (oq) 100% (or) 100% (os) 100% (ot) 100% (ou) 100% (ov) 100% (ow) 100% (ox) 100% (oy) 100% (oz) 100% (pa) 100% (pb) 100% (pc) 100% (pd) 100% (pe) 100% (pf) 100% (pg) 100% (ph) 100% (pi) 100% (pj) 100% (pk) 100% (pl) 100% (pm) 100% (pn) 100% (po) 100% (pp) 100% (pq) 100% (pr) 100% (ps) 100% (pt) 100% (pu) 100% (pv) 100% (pw) 100% (px) 100% (py) 100% (pz) 100% (qa) 100% (qb) 100% (qc) 100% (qd) 100% (qe) 100% (qf) 100% (qg) 100% (qh) 100% (qi) 100% (qj) 100% (qk) 100% (ql) 100% (qm) 100% (qn) 100% (qo) 100% (qp) 100% (qq) 100% (qr) 100% (qs) 100% (qt) 100% (qu) 100% (qv) 100% (qw) 100% (qx) 100% (qy) 100% (qz) 100% (ra) 100% (rb) 100% (rc) 100% (rd) 100% (re) 100% (rf) 100% (rg) 100% (rh) 100% (ri) 100% (rj) 100% (rk) 100% (rl) 100% (rm) 100% (rn) 100% (ro) 100% (rp) 100% (rq) 100% (rr) 100% (rs) 100% (rt) 100% (ru) 100% (rv) 100% (rw) 100% (rx) 100% (ry) 100% (rz) 100% (sa) 100% (sb) 100% (sc) 100% (sd) 100% (se) 100% (sf) 100% (sg) 100% (sh) 100% (si) 100% (sj) 100% (sk) 100% (sl) 100% (sm) 100% (sn) 100% (so) 100% (sp) 100% (sq) 100% (sr) 100% (ss) 100% (st) 100% (su) 100% (sv) 100% (sw) 100% (sx) 100% (sy) 100% (sz) 100% (ta) 100% (tb) 100% (tc) 100% (td) 100% (te) 100% (tf) 100% (tg) 100% (th) 100% (ti) 100% (tj) 100% (tk) 100% (tl) 100% (tm) 100% (tn) 100% (to) 100% (tp) 100% (tq) 100% (tr) 100% (ts) 100% (tt) 100% (tu) 100% (tv) 100% (tw) 100% (tx) 100% (ty) 100% (tz) 100% (ua) 100% (ub) 100% (uc) 100% (ud) 100% (ue) 100% (uf) 100% (ug) 100% (uh) 100% (ui) 100% (uj) 100% (uk) 100% (ul) 100% (um) 100% (un) 100% (uo) 100% (up) 100% (uq) 100% (ur) 100% (us) 100% (ut) 100% (uu) 100% (uv) 100% (uw) 100% (ux) 100% (uy) 100% (uz) 100% (va) 100% (vb) 100% (vc) 100% (vd) 100% (ve) 100% (vf) 100% (vg) 100% (vh) 100% (vi) 100% (vj) 100% (vk) 100% (vl) 100% (vm) 100% (vn) 100% (vo) 100% (vp) 100% (vq) 100% (vr) 100% (vs) 100% (vt) 100% (vu) 100% (vv) 100% (vw) 100% (vx) 100% (vy) 100% 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(zv) 100% (zw) 100% (zx) 100% (zy) 100% (zz) 100%	



1+00 BORE EXIT  
 1+32 3" CENTANA PIPELINE (3.2' COV)  
 1+41 FENCE LINE  
 1+42 TOP OF BANK  
 1+44 OH POWER LINE  
 1+46 TOE OF SLOPE  
 1+50 Q OF DITCH  
 1+54 TOE OF SLOPE  
 1+62 TOP OF BANK  
 1+63 EDGE OF ASPHALT  
 1+75 Q OF LABELLE RD (ASPHALT)  
 1+86 EDGE OF ASPHALT  
 1+99 CULVERT  
 2+05 FENCE LINE  
 2+19 4" CHEVRON PIPELINE (1.0' COV)  
 2+29 OH POWER LINE  
 2+41 CULVERT  
 2+50 BORE ENTRY



## CONTRACTOR NOTE:

- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY LINES AND STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.
- THE CONTRACTOR SHALL ESTABLISH SETTLEMENT/HEAVE MONITORING POINTS PRIOR TO CONSTRUCTION AND SURVEY THE MONUMENT PRIOR TO, DURING AND AFTER CONSTRUCTION IN ACCORDANCE WITH THE APPROVED SETTLEMENT MONITORING PLAN TO BE PROVIDED BY THE CONTRACTOR. CONTRACTOR SHALL SUBMIT THE FOLLOWING TO THE OWNER FOR APPROVAL PRIOR TO CONSTRUCTION (IF APPLICABLE):

- TEMPORARY CASING PIPE SPECIFICATION (IF USED).
- AUGER AND CUTTERHEAD SPECIFICATION.
- BORE MACHINE OR PNEUMATIC HAMMER SPECIFICATION AND OPERATING MANUAL.
- LUBRICATING SYSTEM SPECIFICATION AND MATERIALS (IF USED).
- STEERING SYSTEM SPECIFICATION AND MATERIALS (IF USED).
- SHORING PLAN SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS.
- SPOILS MANAGEMENT AND DISPOSAL PLAN.
- EXCAVATION AND SHORING INSPECTION AND MONITORING PLAN.
- GROUTING PLAN, MATERIALS, AND SPECIFICATIONS (IF USED).

- CONTINGENCY PLAN FOR UNFORESEEN CONDITIONS: OBSTRUCTION, DISCOVERED UNMARKED FOREIGN UTILITIES, GROUND WATER, CONTAMINATED GROUND CONDITION, UNSTABLE GROUND CONDITIONS, LOCKED AUGERS AND/OR STUCK CASING, FLOODED CASING AND/OR LAUNCHING PIT, DRIFT OR DIVE OF CASING, OVER-EXCAVATION AND FORMATION OF VOIDS, SURFACE SETTLEMENT AND/OR HEAVE, AND ANY OTHER CONDITIONS THAT WOULD PREVENT ADVANCEMENT OF THE CASING AND AUGERS, HALTING BORING OPERATIONS.
- SETTLEMENT MONITORING PLAN: DETAILS, INSTALLATION, AND NUMBER OF SETTLEMENT MONITORING POINTS, SURVEYING METHOD, AND FREQUENCY OF SURVEY FOR EACH PHASE OF CONSTRUCTION.

## SPECIFICATIONS

CARRIER PIPE  
 24" X .887" WT, API 5L X60, DSAW  
 W/ 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARC

## METHOD OF INSTALLATION

BORE  
 DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195: TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

## COORDINATE SYSTEM:

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.



ISSUED FOR  
 08/03/21  
 CONSTRUCTION

NO.	DATE	REVISION	BY	APPD.
A	08/03/21	ISSUED FOR CONSTRUCTION	GMM	JD

**audubon**  
 Field Solutions  
 10205 WESTMEIER ROAD  
 SUITE 100  
 HOUSTON, TEXAS 77042  
 PHONE: (281) 659-0590

**Chevron**  
 Pipe Line

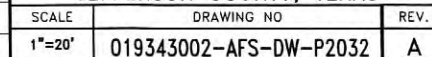
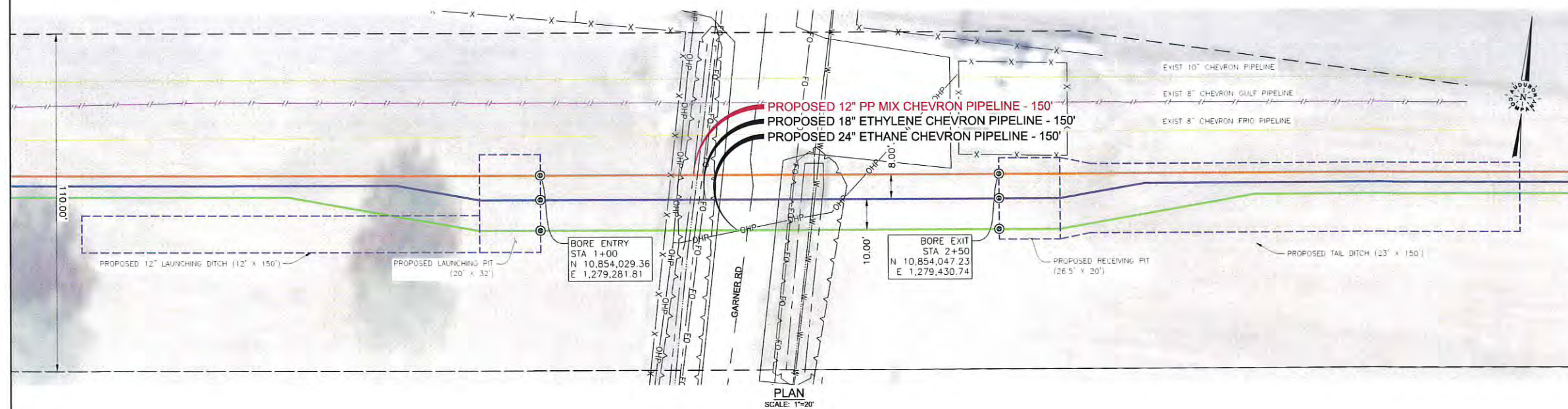
DRAWN BY:	GMM	DATE:	07/08/21
CHECKED BY:	AG3	DATE:	07/23/21
APPROVED BY:	JD	DATE:	07/23/21

## BORE CROSSING

CHEVRON PIPELINE  
 SPREAD 1A  
 24" ETHANE PIPELINE  
 CROSSING LABELLE RD  
 JEFFERSON COUNTY, TEXAS

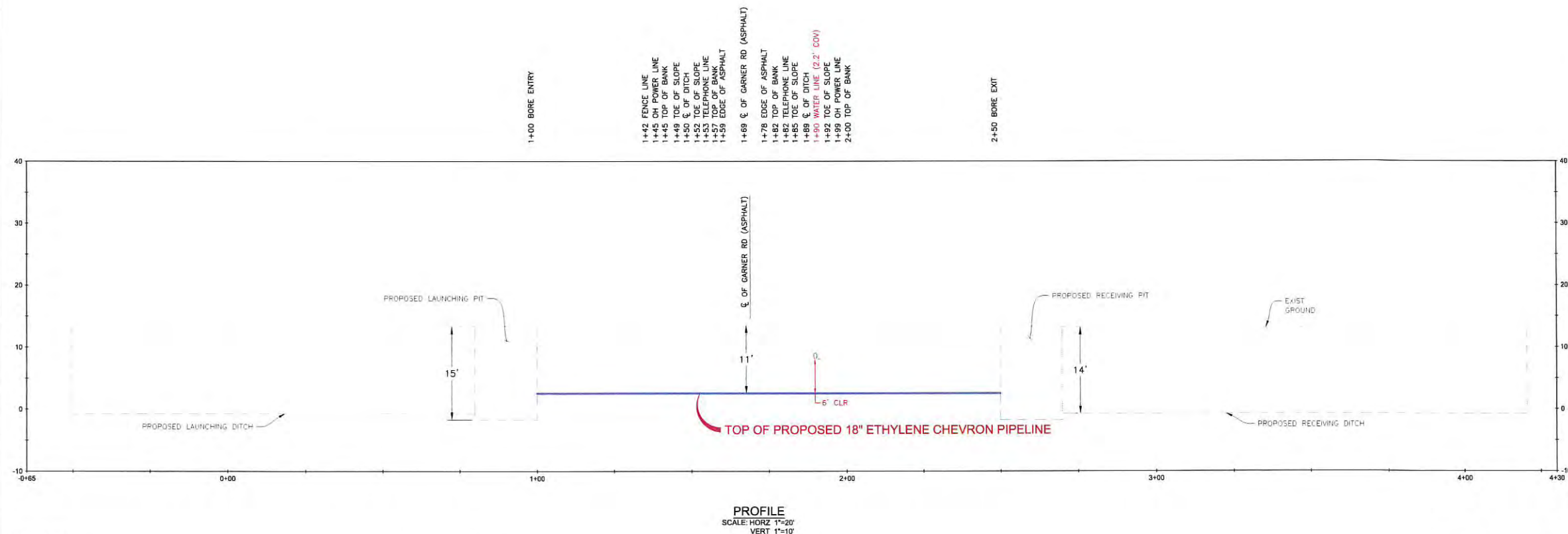
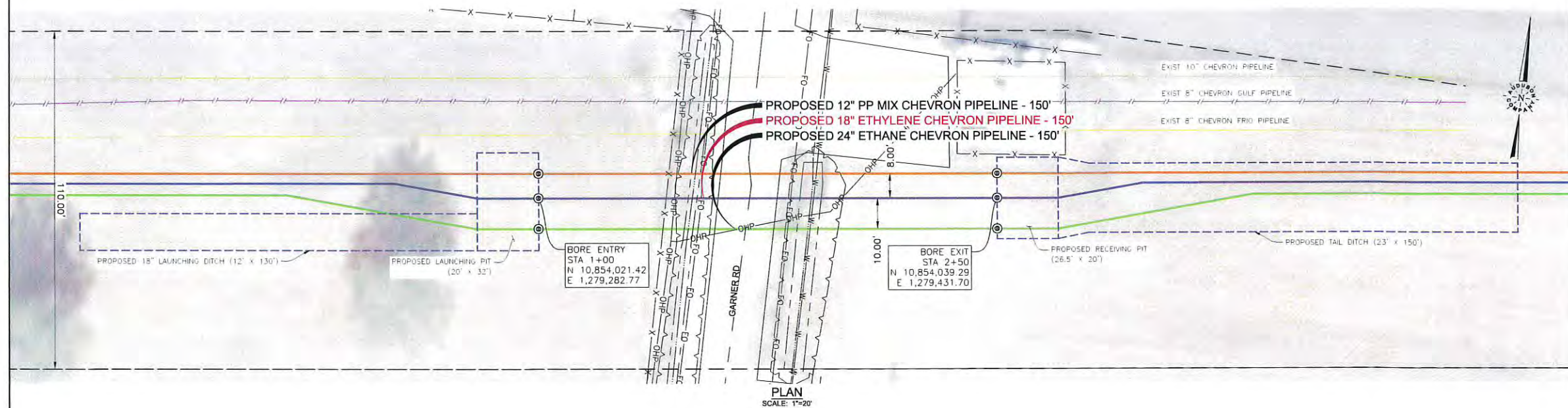
SCALE	DRAWING NO	REV.
1"=20'	019343002-AFS-DW-P2027	A







## JEFFERSON COUNTY, TEXAS



## CONTRACTOR NOTE:

1. THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
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- AUGER AND CUTTERHEAD SPECIFICATION.
- BORE MACHINE OR PNEUMATIC HAMMER SPECIFICATION AND OPERATING MANUAL.
- LUBRICATING SYSTEM SPECIFICATION AND MATERIALS (IF USED).
- STEERING SYSTEM SPECIFICATION AND MATERIALS (IF USED).
- SHORING PLAN SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS.
- SPOILS MANAGEMENT AND DISPOSAL PLAN.
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- GROUTING PLAN, MATERIALS, AND SPECIFICATIONS (IF USED).

- CONTINGENCY PLAN FOR UNFORESEEN CONDITIONS: OBSTRUCTION, DISCOVERED UNMARKED FOREIGN UTILITIES, GROUND WATER, CONTAMINATED GROUND CONDITION, UNSTABLE GROUND CONDITIONS, LOCKED AUGERS AND/OR STUCK CASING, FLOODED CASING AND/OR LAUNCHING PIT, DRIFT OR DIVE OF CASING, OVER-EXCAVATION AND FORMATION OF VOID, SURFACE SETTLEMENT AND/OR HEAVE, AND ANY OTHER CONDITIONS THAT WOULD PREVENT ADVANCEMENT OF THE CASING AND AUGERS, HALTING BORING OPERATIONS.

- SETTLEMENT MONITORING PLAN: DETAILS, INSTALLATION, AND NUMBER OF SETTLEMENT MONITORING POINTS, SURVEYING METHOD, AND FREQUENCY OF SURVEY FOR EACH PHASE OF CONSTRUCTION.

## SPECIFICATIONS

CARRIER PIPE  
18" X .562" WT. API 5L X60, DSAW  
WI 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARO

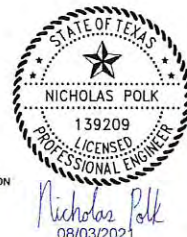
## METHOD OF INSTALLATION

BORE  
DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195: TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

## COORDINATE SYSTEM:

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.



ISSUED FOR  
08/03/21  
CONSTRUCTION

NO.	DATE	REVISION	BY	APPD.
A	08/03/21	ISSUED FOR CONSTRUCTION	GMM	JD

**audubon**  
Field Solutions  
10205 WESTHEIMER ROAD  
SUITE 100  
HOUSTON, TEXAS 77042  
PHONE: (281) 699-0590

**Chevron**  
Pipe Line

DRAWN BY:	GMM	DATE:	07/08/21
CHECKED BY:	AG3	DATE:	07/23/21
APPROVED BY:	JD	DATE:	07/23/21

## BORE CROSSING

CHEVRON PIPELINE  
SPREAD 1A  
18" ETHYLENE PIPELINE  
CROSSING GARNER RD  
JEFFERSON COUNTY, TEXAS

SCALE	DRAWING NO	REV.
1"=20'	019343002-AFS-DW-P2033	A



1. THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UTILITIES. (A) THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING, LOCATING, AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
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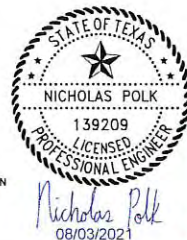
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- AUGER AND CUTTERHEAD SPECIFICATION.
- BORE MACHINE OR PNEUMATIC HAMMER SPECIFICATION AND OPERATING MANUAL.
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**CARRIER PIPE**  
24" X .687" WT, API 5L, X60, DSAW  
W/ 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARC

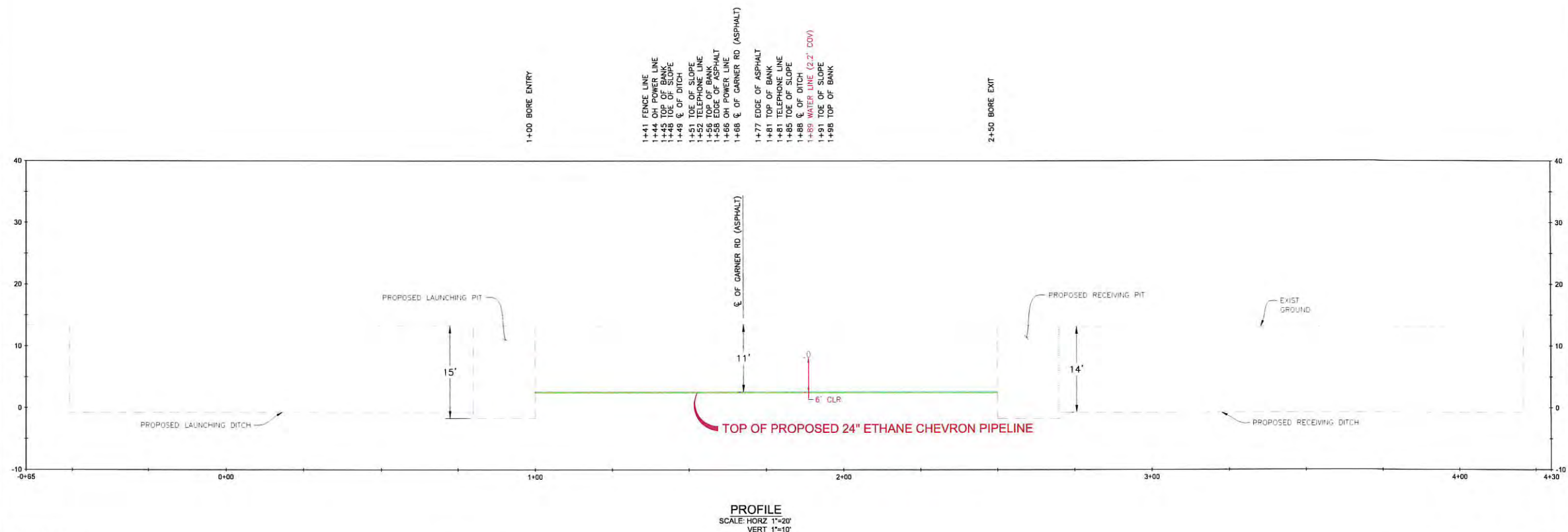
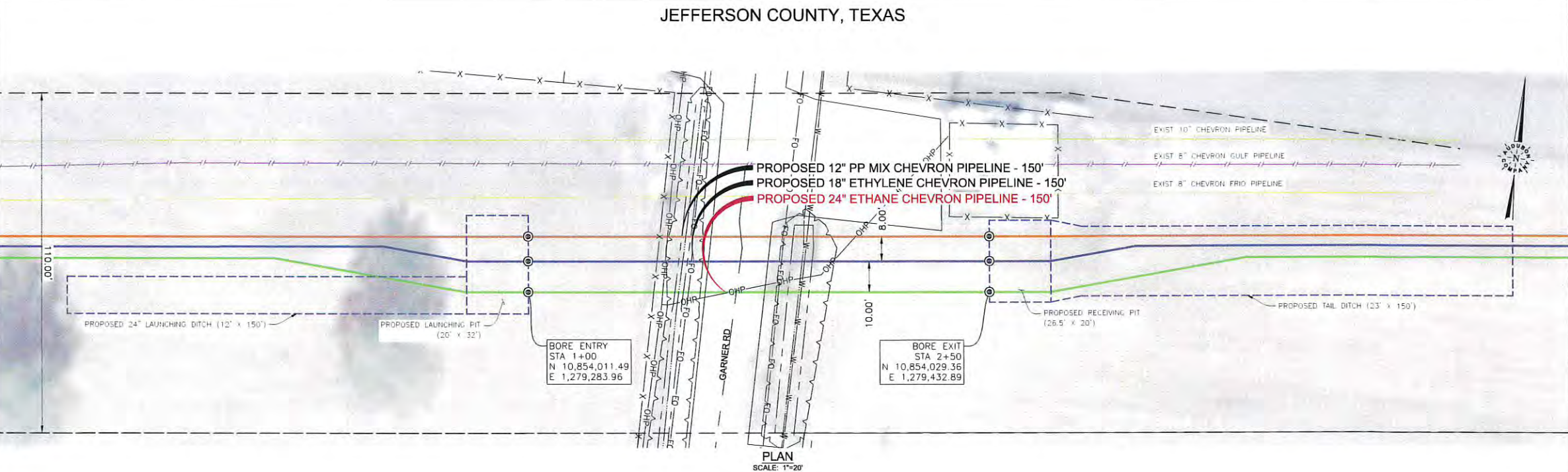
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ISSUED FOR  
08/03/21  
CONSTRUCTION

[illegible]

**audubon**  
Field Solutions  
10205 WESTHEIMER ROAD  
SUITE 100  
HOUSTON, TEXAS 77042  
PHONE: (281) 659-0590



DRAWN BY:	GMM	DATE:	07/08/21
CHECKED BY:	AG3	DATE:	07/23/21
APPROVED BY:	JD	DATE:	07/23/21

**BORE CROSSING**  
CHEVRON PIPELINE  
SPREAD 1A  
24" ETHANE PIPELINE  
CROSSING GARNER RD  
FFERSON COUNTY, TEXAS

SCALE	DRAWING NO	REV.
1"=20'	019343002-AFS-DW-P2034	A



State of Texas, County of Jefferson

I, \_\_\_\_\_, County Clerk of Jefferson County, Texas do hereby certify that the within instrument was filed for registration in my office and duly recorded on \_\_\_\_\_, 2021, in County Clerk's File No. \_\_\_\_\_ Jefferson County Plat Records.

County Clerk, Jefferson County, Texas

By: \_\_\_\_\_, Deputy

**FIELD NOTE DESCRIPTION — 37.312 Acres**

Being a 37.312 acres tract of land lying in the T. & N.O. R.R. Survey, Section No. 135, Abstract No. 267, Jefferson County, Texas, being a portion the remainder of those called Tract I & II described in an instrument to Dawson L. Wilber & Ryan Conn, both of record in Clerk's File No. 2017039776 of the Official Public Records of Jefferson County, Texas, said 37.312 acres being more particularly described by metes and bounds as follows:

Note: All bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone. All distances and areas are based on surface measurements.

COMMENCING capped rod found marking the south right-of-way line of Hamshire Road, in the east line of that called 19.468 acre tract of land described in an instrument to Joseph Gale Christ, of record in Film Code No. 101-32-0213 of the Deed Records of Jefferson County, Texas, in the west line of that called 1.095 acre tract described in an instrument to Dawson L. Wilber, of record in Clerk's File No. 2018042137 of said Official Public Records;

THENCE South 02°54'34" East (called S 02°54'34" E) along the east line of said 19.468 acre tract, the west line of said 1.095 acre tract a distance of 318.13 feet to a capped rod found marking the southwest corner of said 1.095 acre tract, being the most westerly northwest corner of the herein described tract and the Point & Place of Beginning, said capped rod having a Texas State Plane Coordinate of N: 13,896,116.89 & E: 3,448,386.49;

THENCE North 87°08'21" East along the south line of said 1.095 acre tract for a distance of 137.04 feet to a capped rod found marking the southeast corner of said 1.095 acre tract, being an interior corner of the herein described tract;

THENCE North 02°55'37" West along the east line of said 1.095 acre tract, passing at 318.06 feet a capped rod found marking the south right-of-way line of said road and continuing for a total distance of 348.00 feet a point in said road, being the most northerly northwest corner of the herein described tract;

THENCE North 87°08'21" East along said road a distance of 222.50 feet to a point for the northwest corner of that called 1.00 acre tract of land described in an instrument to Ryan Conn, of record in Clerk's File No. 2018038272 of said Public Records, being a northerly corner of the herein described tract;

THENCE South 02°52'02" East (called S 02°52'08" E) along the west line of said 1.00 acre tract, passing at 29.97 feet a capped rod found in the south right-of-way line of said road, continuing for a total distance of 317.75 feet to a capped iron rod found marking the southwest corner of said 1.00 acre tract, being an interior corner of the herein described tract;

THENCE North 87°04'44" East (called N 87°04'44" E) along the south line of said 1.00 acre tract distance of 137.23 feet (called 137.23') to a capped "Access Surveyors" rod set marking the southeast corner of said 1.00 acre tract, being an interior corner of the herein described tract;

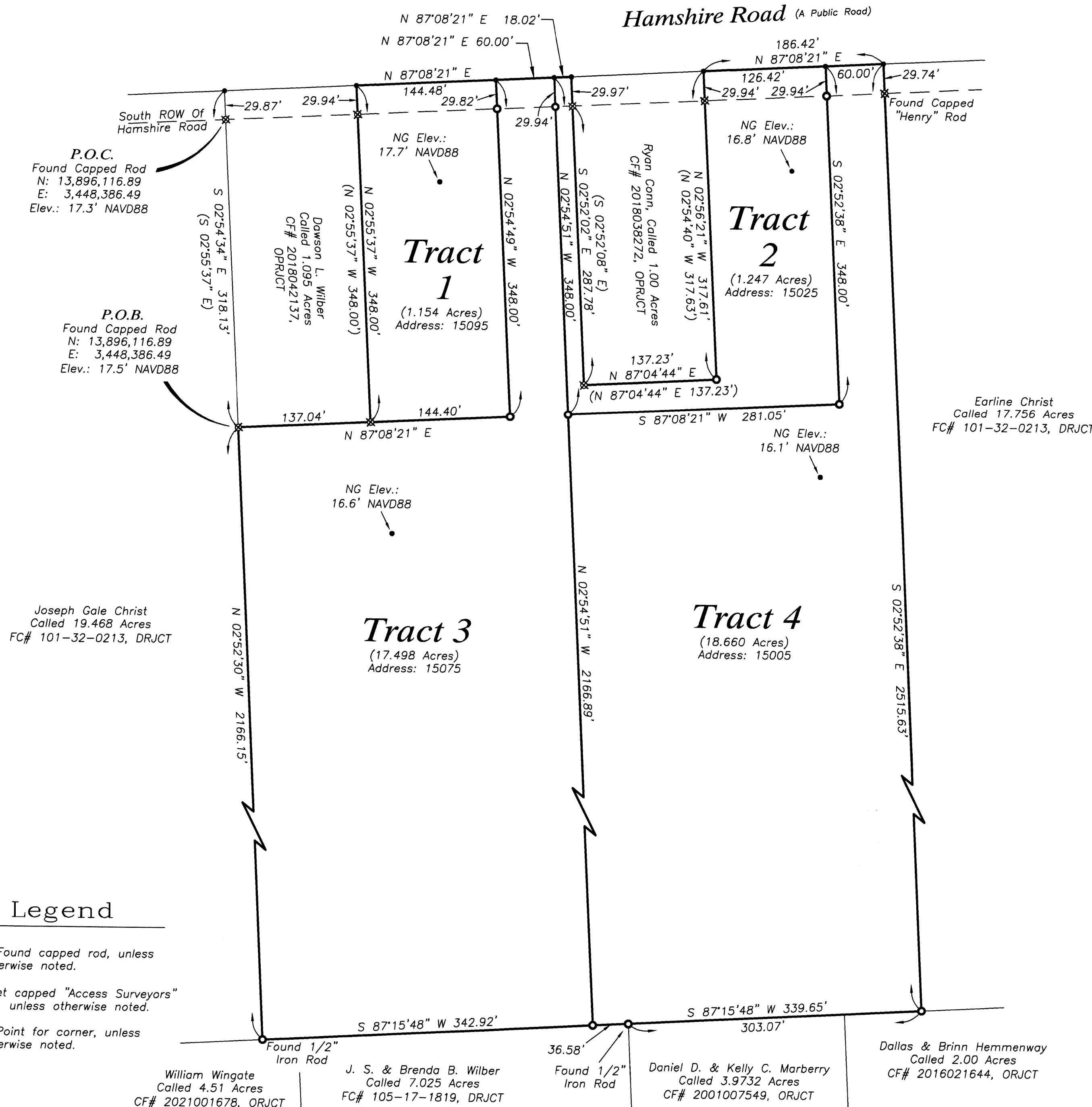
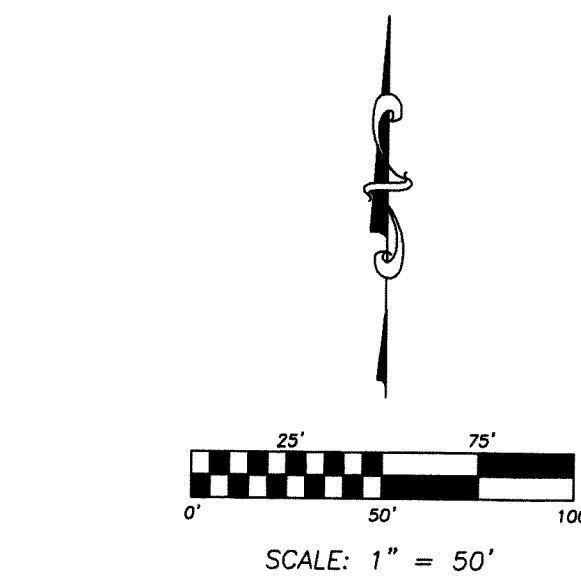
THENCE North 02°56'21" West (called 02°54'40" W) along the east line of said 1.00 acre tract, passing at 287.78 feet a capped rod found in the south right-of-way line of said road, continuing for a total distance of 317.61 feet (called 317.63') to a point in said road, being a northerly corner of the herein described tract;

THENCE North 87°08'21" East along said road for a distance of 186.42 feet to a point in said road for the northwest corner of that called 17.756 acre tract of land described in an instrument to Earline Christ, of record in Film Code No. 101-32-0213 of said Deed Records, being the northeast corner of the herein described tract;

THENCE South 02°52'38" East along the west line of said 17.756 acre tract, passing at 29.74 feet a capped "Henry" rod found in the south right-of-way line of said road, continuing for a total distance of 2515.63 feet to a capped "Access Surveyors" rod set in the north line of that called 2.00 acre tract of land described in an instrument to Dallas & Brinn Hemmenway, of record in Clerk's File No. 2016021644 of said Official Public Records, marking the southwest corner of said 17.756 acre tract, being the southeast corner of the herein described tract;

THENCE South 87°15'48" West along the north line of said 2.00 acre tract, passing the northwest corner of said 2.00 acre tract, the northeast corner of that called 3.9732 acre tract of land described in an instrument to Daniel D. & Kelly C. Marberry, of record in Clerk's File No. 2001007549 of said Official Public Records, passing at 303.07 feet a 1/2" iron rod found marking the northwest corner of said 3.9732 acre tract, the northeast corner of that called 7.025 acre tract of land described in an instrument to J. S. & Brenda B. Wilber, of record in Film Code No. 105-17-1819 of said Deed Records, passing at 339.65 feet a 1/2" iron rod found, passing the northwest corner of said 7.025 acre tract, the northeast corner of that called 4.51 acre tract of land described in an instrument to William Wingate, of records in Clerk's File No. 2021001678 of said Official Public Records, continuing for a total distance of 682.57 feet to a 1/2" iron rod found marking the southeast corner of said 19.468 acre tract, being the southwest corner of the herein described tract;

THENCE North 02°52'30" West along the east line of said 19.468 acre tract for a distance of 2166.15 feet to the POINT AND PLACE OF BEGINNING, containing in area, 37.312 acres of land, more or less.

**Legend**

- ⊗ = Found capped rod, unless otherwise noted.
- = Set capped "Access Surveyors" rod, unless otherwise noted.
- = Point far corner, unless otherwise noted.

**Surveyor's Notes:**

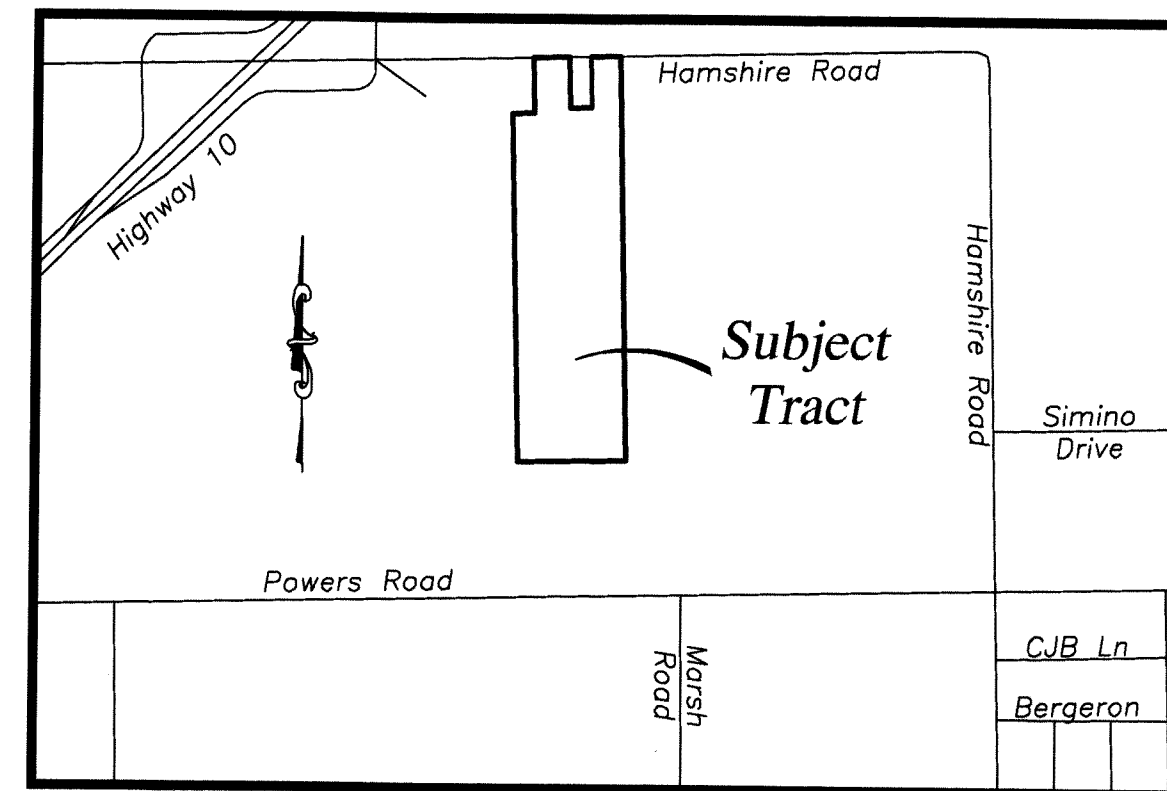
- This survey was completed without the benefit of a title commitment, and not all easements or servitudes, whether of record or not, were researched at the time of this survey or shown hereon. Plat Completed August 24, 2021.
- All bearings and coordinates are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone. All distances and areas are based on surface measurements.
- All elevations are NAVD88 (calculated using Geoid 18), based on RTK GNSS observation and tied to Trimble's VRS Network.
- According to Fema's Flood Insurance Rate Map No. 480385 0240 C & 480385 0355 C, both dated 08/06/02, the subject property is located in Flood Zone "X".
- No improvements, utilities, or water features are shown hereon.
- All set iron rods have a plastic cap stamped "ACCESS SURVEYORS".

Required Clear Space for an On-Site Sewage Facility (OSSF)				
Type of Facility	Usage Rate - Gallons per Day (without water-saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water-saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes

## Minor Plat

### of a portion of Tract I & II both recorded in C.F. No. 2017039776, OPRJCT) into Tract I, II, III & IV of the Wilber Conn Hamshire Road Addition T. & N.O. R.R. Survey, Section No. 135, Abstract No. 267 Jefferson County, Texas



### Vicinity Map

(Not to Scale)

**Surveyor's Certificate:**

I, Scott N. Brackin, a Registered Professional Land Surveyor in the State of Texas, certify that this plat has been prepared from an actual standard land survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the subdivision regulations of Jefferson County, Texas.  
Dated: 11-09-2021

Scott N. Brackin  
Registered Professional Land Surveyor No. 6650

**Ownership Certificate:**

State of Texas  
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That I, Dawson L. Wilber & Ryan Conn owners of that certain called Tract I (Called 19.703 Acres) & II (called 19.703 Acres) (Save & Except 0.723 acres) both described in Clerk's File No. 2017039776, Official Public Records, Jefferson County, Texas, DO HEREBY SUBDIVIDE said property in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon.

Witness my hand, this 11th day of Nov, 2021.

Dawson L. Wilber, (Owner)

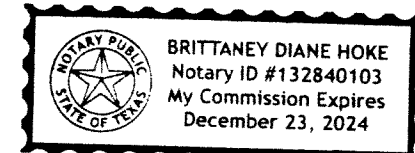
Ryan Conn, (Owner)

State of Texas  
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Dawson L. Wilber & Ryan Conn known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 11th day of Nov, 2021.

By:   
Notary public in and for the state of Texas

**Certificate of County Approval:**

Approved by the Commissioners Court of Jefferson County, Texas of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, authorizing the filing for record of this plat. Jefferson County assumes on obligations for the maintenance of streets, road, drainage or any other improvements.

_____ Commissioner, Precinct No. 1 Jefferson County, Texas	_____ Commissioner, Precinct No. 2 Jefferson County, Texas
_____ Commissioner, Precinct No. 3 Jefferson County, Texas	_____ Commissioner, Precinct No. 4 Jefferson County, Texas

\_\_\_\_\_  
County Judge  
Jefferson County, Texas

**Certificate of County Engineering:**

I, \_\_\_\_\_ County Engineering of Jefferson County, Texas do hereby certify that this plat complies with all existing rules and regulations of this office as adopted by the commissioner's court of Jefferson County, Texas.

\_\_\_\_\_  
County Engineering

\_\_\_\_\_  
Date

**Development Regulations Notes:**

No structure or other development within this plat may begin until all Jefferson County development requirements have been met.

**School District Note:**

This minor plat is within the boundaries of the Hamshire-Fannett ISD

**Utility Notes:**

Electric Utility Service will be provided by: Entergy Texas  
Telephone utility service will be provided by: UNKNOWN  
Gas utility service will be provided by: UNKNOWN  
Water utility service will be provided by: UNKNOWN  
Sewer utility service will be provided by: UNKNOWN  
Cable utility service will be provided by: UNKNOWN

**Sewage Disposal Note:**

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Jefferson County.

**Individual Water Supply Note:**

No structure in this subdivision shall be occupied until connected to a public water supply, state approved community water system, or engineered rainwater collection system.





# 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 30<sup>th</sup> day of November, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

**WHEREAS, *Steven R. Carr***, has devoted 32 years and 8 months of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, *Steven R. Carr***, has dedicated his talents and pledged his services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

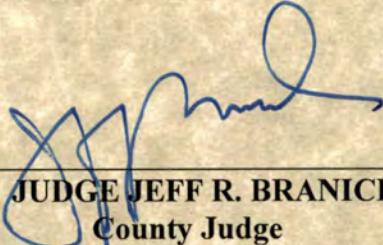
**WHEREAS, *Steven R. Carr***, has pledged his services as a Peace Officer, Sergeant, Lieutenant and Captain making an outstanding contribution to law enforcement in Jefferson County, serving as a Peace Office, in the Patrol, C.I.D., Warrant and Auto Theft Task Force Divisions;

**WHEREAS**, through hard work and commitment to excellence, ***Steven R. Carr***, has earned the respect of his colleagues and the citizens of Jefferson County; and

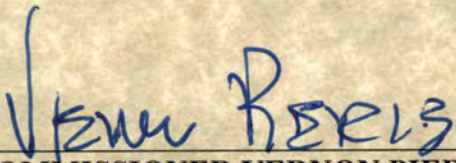
**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Steven R. Carr***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend ***Steven R. Carr***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.


SIGNED this 30<sup>th</sup> day of November, 2021.

  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER DARRELL W. BUSH  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





# JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

5030 Hwy 69 S.  
Beaumont, TX 77705  
(409) 726-2500

Donta Miller  
Chief of Law Enforcement  
dmiller@co.jefferson.tx.us

John Shauburger  
Chief of Corrections  
jshauburger@co.jefferson.tx.us

## MEMORANDUM

DATE: October 4, 2021

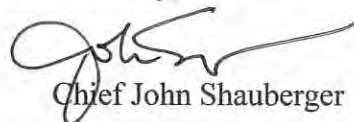
TO: Honorable Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Brent Weaver  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauburger

RE: US Marshals modification to inter-governmental agreement

Please consider and possibly approve U.S. Department of Justice, United States Marshal Service modification no. 17 to the current inter-governmental agreement 78-01-0077. The purpose of this agreement is to correct the number of DOL Wage Determination that was used for the annual DOL WD's submitted for years 2020 and 2021. The correct DOL WD number is 2015-5217. There is no change in the wage rates.

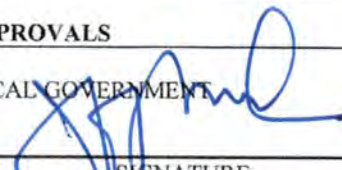
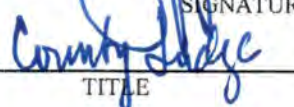
Sincerely,



Chief John Shauburger

**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

Agreement No. <b>78-01-0077</b>	2. Effective Date <b>September 13, 2021</b>	3. Facility Code(s) <b>6DH</b>	4. Modification No. <b>Seventeen (17)</b>	5. DUNS No. <b>010807-535</b>
6. Issuing Federal Agency  <b>United States Marshals Service Prisoner Operations Division Procurement Branch CG-3, Suite 300 Washington, DC 20530-0001</b>		7. Local Government  <b>Jefferson County Jail 1001 Pearl Street Beaumont, TX 77701</b>		
8. Appropriation Data <b>15X1020</b>	9. Per-Diem Rate <b>\$87.57</b>		10. Guard/Transportation Hourly Rate <b>\$30.30</b> Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.	
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification is to:</p> <p>1. Correct the number of DOL Wage Determination that was used for the annual DOL WD's submitted for years 2020 and 2021. The correct DOL WD number is 2015-5217. There is no change in the wage rates.</p> <p>ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT  _____ SIGNATURE  _____ TITLE 11-30-21 _____ DATE		B. FEDERAL GOVERNMENT _____ SIGNATURE Assistant Chief, Procurement _____ TITLE _____ DATE		



"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
--	--

Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5217 Revision No.: 13 Date Of Last Revision: 12/23/2019
-----------------------------	------------------------------------	--

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Texas

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Area: Texas Counties of Hardin Jefferson Orange

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.00
01012 - Accounting Clerk II		16.84
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		23.98
01035 - Court Reporter		27.82
01041 - Customer Service Representative I		11.25
01042 - Customer Service Representative II		12.64
01043 - Customer Service Representative III		13.79
01051 - Data Entry Operator I		13.48
01052 - Data Entry Operator II		15.44
01060 - Dispatcher Motor Vehicle		19.43
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		13.14
01112 - General Clerk II		14.33
01113 - General Clerk III		16.09
01120 - Housing Referral Assistant		18.73
01141 - Messenger Courier		12.24
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		14.89
01262 - Personnel Assistant (Employment) II		17.18
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		25.74
01290 - Rental Clerk		13.70
01300 - Scheduler Maintenance		15.01

01311 - Secretary I	15.01
01312 - Secretary II	16.79
01313 - Secretary III	18.73
01320 - Service Order Dispatcher	16.68
01410 - Supply Technician	23.98
01420 - Survey Worker	14.73
01460 - Switchboard Operator/Receptionist	12.08
01531 - Travel Clerk I	14.00
01532 - Travel Clerk II	15.12
01533 - Travel Clerk III	16.16
01611 - Word Processor I	13.37
01612 - Word Processor II	15.01
01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	22.71
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter Automotive	21.60
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.26
07041 - Cook I	9.95
07042 - Cook II	11.64
07070 - Dishwasher	9.38
07130 - Food Service Worker	9.85
07210 - Meat Cutter	14.45
07260 - Waiter/Waitress	9.02
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.18
09040 - Furniture Handler	13.33
09080 - Furniture Refinisher	21.18
09090 - Furniture Refinisher Helper	16.34
09110 - Furniture Repairer Minor	19.23
09130 - Upholsterer	21.18
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.04
11060 - Elevator Operator	11.04
11090 - Gardener	15.66
11122 - Housekeeping Aide	11.40
11150 - Janitor	11.40
11210 - Laborer Grounds Maintenance	11.54
11240 - Maid or Houseman	9.33
11260 - Pruner	10.28
11270 - Tractor Operator	14.24
11330 - Trail Maintenance Worker	11.54
11360 - Window Cleaner	12.79
12000 - Health Occupations	
12010 - Ambulance Driver	17.65
12011 - Breath Alcohol Technician	17.74
12012 - Certified Occupational Therapist Assistant	28.66
12015 - Certified Physical Therapist Assistant	34.41
12020 - Dental Assistant	16.83
12025 - Dental Hygienist	32.92
12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27



12040 - Emergency Medical Technician	17.65
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.74
12073 - Licensed Practical Nurse III	19.78
12100 - Medical Assistant	14.86
12130 - Medical Laboratory Technician	22.51
12160 - Medical Record Clerk	14.67
12190 - Medical Record Technician	16.42
12195 - Medical Transcriptionist	17.45
12210 - Nuclear Medicine Technologist	38.98
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.35
12236 - Optical Technician	14.93
12250 - Pharmacy Technician	16.62
12280 - Phlebotomist	15.02
12305 - Radiologic Technologist	24.52
12311 - Registered Nurse I	22.81
12312 - Registered Nurse II	27.91
12313 - Registered Nurse II Specialist	27.91
12314 - Registered Nurse III	33.76
12315 - Registered Nurse III Anesthetist	33.76
12316 - Registered Nurse IV	40.46
12317 - Scheduler (Drug and Alcohol Testing)	21.98
12320 - Substance Abuse Treatment Counselor	18.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.41
13012 - Exhibits Specialist II	24.06
13013 - Exhibits Specialist III	28.56
13041 - Illustrator I	20.41
13042 - Illustrator II	24.06
13043 - Illustrator III	28.56
13047 - Librarian	25.85
13050 - Library Aide/Clerk	11.04
13054 - Library Information Technology Systems Administrator	23.34
13058 - Library Technician	14.44
13061 - Media Specialist I	16.85
13062 - Media Specialist II	18.85
13063 - Media Specialist III	21.00
13071 - Photographer I	16.85
13072 - Photographer II	18.85
13073 - Photographer III	23.34
13074 - Photographer IV	28.56
13075 - Photographer V	34.54
13090 - Technical Order Library Clerk	15.26
13110 - Video Teleconference Technician	16.85
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.48
14042 - Computer Operator II	18.07
14043 - Computer Operator III	22.78
14044 - Computer Operator IV	25.50
14045 - Computer Operator V	28.31
14071 - Computer Programmer I	(see 1) 22.16
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.48
14160 - Personal Computer Support Technician	25.50
14170 - System Support Specialist	29.11

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.22
15020 - Aircrew Training Devices Instructor (Rated)	37.78
15030 - Air Crew Training Devices Instructor (Pilot)	44.91
15050 - Computer Based Training Specialist / Instructor	31.22
15060 - Educational Technologist	32.76
15070 - Flight Instructor (Pilot)	44.91
15080 - Graphic Artist	19.41
15085 - Maintenance Test Pilot Fixed Jet/Prop	45.29
15086 - Maintenance Test Pilot Rotary Wing	45.29
15088 - Non-Maintenance Test/Co-Pilot	45.29
15090 - Technical Instructor	25.41
15095 - Technical Instructor/Course Developer	31.08
15110 - Test Proctor	20.51
15120 - Tutor	20.51
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.33
16030 - Counter Attendant	10.33
16040 - Dry Cleaner	13.25
16070 - Finisher Flatwork Machine	10.33
16090 - Presser Hand	10.33
16110 - Presser Machine Drycleaning	10.33
16130 - Presser Machine Shirts	10.33
16160 - Presser Machine Wearing Apparel Laundry	10.33
16190 - Sewing Machine Operator	14.01
16220 - Tailor	15.08
16250 - Washer Machine	11.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.20
19040 - Tool And Die Maker	31.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.83
21030 - Material Coordinator	25.74
21040 - Material Expediter	25.74
21050 - Material Handling Laborer	13.58
21071 - Order Filler	12.55
21080 - Production Line Worker (Food Processing)	16.83
21110 - Shipping Packer	15.41
21130 - Shipping/Receiving Clerk	15.41
21140 - Store Worker I	12.22
21150 - Stock Clerk	17.54
21210 - Tools And Parts Attendant	16.83
21410 - Warehouse Specialist	16.83
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.74
23019 - Aircraft Logs and Records Technician	22.63
23021 - Aircraft Mechanic I	27.55
23022 - Aircraft Mechanic II	28.74
23023 - Aircraft Mechanic III	29.96
23040 - Aircraft Mechanic Helper	18.94
23050 - Aircraft Painter	26.20
23060 - Aircraft Servicer	22.63
23070 - Aircraft Survival Flight Equipment Technician	26.20
23080 - Aircraft Worker	24.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.55
23110 - Appliance Mechanic	26.20
23120 - Bicycle Repairer	20.83
23125 - Cable Splicer	32.47
23130 - Carpenter Maintenance	23.36
23140 - Carpet Layer	24.36
23160 - Electrician Maintenance	28.26
23181 - Electronics Technician Maintenance I	30.59



23182 - Electronics Technician Maintenance II	34.02
23183 - Electronics Technician Maintenance III	35.77
23260 - Fabric Worker	22.63
23290 - Fire Alarm System Mechanic	24.40
23310 - Fire Extinguisher Repairer	20.83
23311 - Fuel Distribution System Mechanic	32.47
23312 - Fuel Distribution System Operator	24.58
23370 - General Maintenance Worker	18.40
23380 - Ground Support Equipment Mechanic	27.55
23381 - Ground Support Equipment Servicer	22.63
23382 - Ground Support Equipment Worker	24.36
23391 - Gunsmith I	20.83
23392 - Gunsmith II	24.36
23393 - Gunsmith III	27.55
23410 - Heating Ventilation And Air-Conditioning Mechanic	25.10
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	26.19
23430 - Heavy Equipment Mechanic	24.50
23440 - Heavy Equipment Operator	25.29
23460 - Instrument Mechanic	27.55
23465 - Laboratory/Shelter Mechanic	26.20
23470 - Laborer	13.58
23510 - Locksmith	26.20
23530 - Machinery Maintenance Mechanic	31.99
23550 - Machinist Maintenance	26.58
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	27.55
23592 - Metrology Technician II	28.74
23593 - Metrology Technician III	29.96
23640 - Millwright	24.90
23710 - Office Appliance Repairer	19.25
23760 - Painter Maintenance	19.25
23790 - Pipefitter Maintenance	28.72
23810 - Plumber Maintenance	27.31
23820 - Pneudraulic Systems Mechanic	27.55
23850 - Rigger	29.88
23870 - Scale Mechanic	24.36
23890 - Sheet-Metal Worker Maintenance	27.80
23910 - Small Engine Mechanic	19.04
23931 - Telecommunications Mechanic I	31.20
23932 - Telecommunications Mechanic II	32.55
23950 - Telephone Lineman	30.64
23960 - Welder Combination Maintenance	26.05
23965 - Well Driller	26.84
23970 - Woodcraft Worker	27.55
23980 - Woodworker	20.83
24000 - Personal Needs Occupations	
24550 - Case Manager	15.52
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	8.95
24620 - Family Readiness And Support Services Coordinator	15.52
24630 - Homemaker	15.52
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.14
25040 - Sewage Plant Operator	19.96
25070 - Stationary Engineer	27.14
25190 - Ventilation Equipment Tender	18.70
25210 - Water Treatment Plant Operator	19.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.36
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	21.12

27010 - Court Security Officer	25.10
27030 - Detection Dog Handler	13.94
27040 - Detention Officer	21.12
27070 - Firefighter	29.15
27101 - Guard I	12.19
27102 - Guard II	13.94
27131 - Police Officer I	28.36
27132 - Police Officer II	31.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.59
28042 - Carnival Equipment Repairer	13.84
28043 - Carnival Worker	9.06
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.75
28350 - Park Attendant (Aide)	17.85
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.21
28630 - Sports Official	15.14
28690 - Swimming Pool Operator	16.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.21
29020 - Hatch Tender	27.21
29030 - Line Handler	27.21
29041 - Stevedore I	25.28
29042 - Stevedore II	29.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	20.65
30022 - Archeological Technician II	23.11
30023 - Archeological Technician III	28.62
30030 - Cartographic Technician	28.62
30040 - Civil Engineering Technician	24.06
30051 - Cryogenic Technician I	31.70
30052 - Cryogenic Technician II	35.01
30061 - Drafter/CAD Operator I	20.65
30062 - Drafter/CAD Operator II	23.11
30063 - Drafter/CAD Operator III	25.76
30064 - Drafter/CAD Operator IV	31.70
30081 - Engineering Technician I	16.06
30082 - Engineering Technician II	18.03
30083 - Engineering Technician III	20.60
30084 - Engineering Technician IV	25.52
30085 - Engineering Technician V	30.94
30086 - Engineering Technician VI	36.98
30090 - Environmental Technician	28.16
30095 - Evidence Control Specialist	28.62
30210 - Laboratory Technician	34.03
30221 - Latent Fingerprint Technician I	31.70
30222 - Latent Fingerprint Technician II	35.01
30240 - Mathematical Technician	28.62
30361 - Paralegal/Legal Assistant I	19.26
30362 - Paralegal/Legal Assistant II	23.85
30363 - Paralegal/Legal Assistant III	29.18
30364 - Paralegal/Legal Assistant IV	35.30
30375 - Petroleum Supply Specialist	35.01
30390 - Photo-Optics Technician	28.62
30395 - Radiation Control Technician	35.01
30461 - Technical Writer I	28.62
30462 - Technical Writer II	35.01
30463 - Technical Writer III	42.36
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74



30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	31.70
30502 - Weather Forecaster II	38.56
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.76
30621 - Weather Observer Senior	(see 2) 28.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	12.71
31030 - Bus Driver	18.80
31043 - Driver Courier	11.60
31260 - Parking and Lot Attendant	11.20
31290 - Shuttle Bus Driver	12.75
31310 - Taxi Driver	11.69
31361 - Truckdriver Light	12.75
31362 - Truckdriver Medium	13.85
31363 - Truckdriver Heavy	20.24
31364 - Truckdriver Tractor-Trailer	20.24
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.89
99050 - Desk Clerk	9.86
99095 - Embalmer	27.04
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	16.19
99252 - Laboratory Animal Caretaker II	17.81
99260 - Marketing Analyst	30.07
99310 - Mortician	27.04
99410 - Pest Controller	17.63
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	19.42
99711 - Recycling Specialist	23.97
99730 - Refuse Collector	17.31
99810 - Sales Clerk	11.61
99820 - School Crossing Guard	10.91
99830 - Survey Party Chief	24.60
99831 - Surveying Aide	14.00
99832 - Surveying Technician	18.36
99840 - Vending Machine Attendant	14.81
99841 - Vending Machine Repairer	19.05
99842 - Vending Machine Repairer Helper	14.81

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 15 years and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.



Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\*

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the



date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."





"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-5217 Revision No.: 15 Date Of Last Revision: 12/21/2020
Daniel W. Simms Director	Division of Wage Determinations

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Texas

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Area: Texas Counties of Hardin Jefferson Orange

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.05
01012 - Accounting Clerk II		16.89
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		23.98
01035 - Court Reporter		27.82
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.12
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		14.83
01052 - Data Entry Operator II		16.96
01060 - Dispatcher Motor Vehicle		19.43
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		13.14
01112 - General Clerk II		14.33
01113 - General Clerk III		16.09
01120 - Housing Referral Assistant		18.75
01141 - Messenger Courier		12.24
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		15.07
01262 - Personnel Assistant (Employment) II		17.18
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		28.31
01290 - Rental Clerk		15.07
01300 - Scheduler Maintenance		15.03
01311 - Secretary I		15.03
01312 - Secretary II		16.82
01313 - Secretary III		18.75

01320 - Service Order Dispatcher	16.68
01410 - Supply Technician	23.98
01420 - Survey Worker	14.73
01460 - Switchboard Operator/Receptionist	12.55
01531 - Travel Clerk I	14.57
01532 - Travel Clerk II	15.68
01533 - Travel Clerk III	16.84
01611 - Word Processor I	13.39
01612 - Word Processor II	15.03
01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	22.71
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter Automotive	21.60
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.26
07041 - Cook I	9.98
07042 - Cook II	11.67
07070 - Dishwasher	9.71
07130 - Food Service Worker	10.45
07210 - Meat Cutter	14.45
07260 - Waiter/Waitress	9.16
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.07
09040 - Furniture Handler	13.47
09080 - Furniture Refinisher	23.07
09090 - Furniture Refinisher Helper	16.68
09110 - Furniture Repairer Minor	19.93
09130 - Upholsterer	23.07
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.04
11060 - Elevator Operator	11.54
11090 - Gardener	16.81
11122 - Housekeeping Aide	11.54
11150 - Janitor	11.54
11210 - Laborer Grounds Maintenance	12.34
11240 - Maid or Houseman	10.00
11260 - Pruner	10.96
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.34
11360 - Window Cleaner	12.99
12000 - Health Occupations	
12010 - Ambulance Driver	19.42
12011 - Breath Alcohol Technician	18.41
12012 - Certified Occupational Therapist Assistant	31.53
12015 - Certified Physical Therapist Assistant	36.02
12020 - Dental Assistant	16.83
12025 - Dental Hygienist	32.92
12030 - EKG Technician	27.70
12035 - Electroneurodiagnostic Technologist	27.70
12040 - Emergency Medical Technician	19.42
12071 - Licensed Practical Nurse I	16.45
12072 - Licensed Practical Nurse II	18.41



12073 - Licensed Practical Nurse III	20.52
12100 - Medical Assistant	14.86
12130 - Medical Laboratory Technician	24.76
12160 - Medical Record Clerk	15.67
12190 - Medical Record Technician	17.54
12195 - Medical Transcriptionist	18.86
12210 - Nuclear Medicine Technologist	40.45
12221 - Nursing Assistant I	11.07
12222 - Nursing Assistant II	12.44
12223 - Nursing Assistant III	13.57
12224 - Nursing Assistant IV	15.24
12235 - Optical Dispenser	15.35
12236 - Optical Technician	16.42
12250 - Pharmacy Technician	17.33
12280 - Phlebotomist	15.79
12305 - Radiologic Technologist	25.80
12311 - Registered Nurse I	22.81
12312 - Registered Nurse II	27.91
12313 - Registered Nurse II Specialist	27.91
12314 - Registered Nurse III	33.76
12315 - Registered Nurse III Anesthetist	33.76
12316 - Registered Nurse IV	40.46
12317 - Scheduler (Drug and Alcohol Testing)	22.80
12320 - Substance Abuse Treatment Counselor	19.87
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.41
13012 - Exhibits Specialist II	24.06
13013 - Exhibits Specialist III	28.84
13041 - Illustrator I	20.41
13042 - Illustrator II	24.06
13043 - Illustrator III	28.84
13047 - Librarian	26.11
13050 - Library Aide/Clerk	11.04
13054 - Library Information Technology Systems Administrator	23.57
13058 - Library Technician	14.44
13061 - Media Specialist I	17.01
13062 - Media Specialist II	19.03
13063 - Media Specialist III	21.22
13071 - Photographer I	17.01
13072 - Photographer II	19.03
13073 - Photographer III	23.57
13074 - Photographer IV	28.84
13075 - Photographer V	34.89
13090 - Technical Order Library Clerk	15.26
13110 - Video Teleconference Technician	17.01
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.48
14042 - Computer Operator II	18.07
14043 - Computer Operator III	22.78
14044 - Computer Operator IV	25.50
14045 - Computer Operator V	28.31
14071 - Computer Programmer I	(see 1) 22.16
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.48
14160 - Personal Computer Support Technician	25.50
14170 - System Support Specialist	32.02
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.22
15020 - Aircrew Training Devices Instructor (Rated)	37.78

15030 - Air Crew Training Devices Instructor (Pilot)	44.91
15050 - Computer Based Training Specialist / Instructor	31.22
15060 - Educational Technologist	32.76
15070 - Flight Instructor (Pilot)	44.91
15080 - Graphic Artist	19.41
15085 - Maintenance Test Pilot Fixed Jet/Prop	45.29
15086 - Maintenance Test Pilot Rotary Wing	45.29
15088 - Non-Maintenance Test/Co-Pilot	45.29
15090 - Technical Instructor	25.41
15095 - Technical Instructor/Course Developer	31.08
15110 - Test Proctor	20.51
15120 - Tutor	20.51
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.54
16030 - Counter Attendant	10.54
16040 - Dry Cleaner	13.52
16070 - Finisher Flatwork Machine	10.54
16090 - Presser Hand	10.54
16110 - Presser Machine Drycleaning	10.54
16130 - Presser Machine Shirts	10.54
16160 - Presser Machine Wearing Apparel Laundry	10.54
16190 - Sewing Machine Operator	14.30
16220 - Tailor	15.39
16250 - Washer Machine	11.55
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.20
19040 - Tool And Die Maker	31.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.83
21030 - Material Coordinator	28.31
21040 - Material Expediter	28.31
21050 - Material Handling Laborer	13.58
21071 - Order Filler	13.45
21080 - Production Line Worker (Food Processing)	16.83
21110 - Shipping Packer	15.88
21130 - Shipping/Receiving Clerk	15.88
21140 - Store Worker I	12.57
21150 - Stock Clerk	18.11
21210 - Tools And Parts Attendant	16.83
21410 - Warehouse Specialist	16.83
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.74
23019 - Aircraft Logs and Records Technician	22.63
23021 - Aircraft Mechanic I	27.55
23022 - Aircraft Mechanic II	28.74
23023 - Aircraft Mechanic III	29.96
23040 - Aircraft Mechanic Helper	18.94
23050 - Aircraft Painter	26.20
23060 - Aircraft Servicer	22.63
23070 - Aircraft Survival Flight Equipment Technician	26.20
23080 - Aircraft Worker	24.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.55
23110 - Appliance Mechanic	26.20
23120 - Bicycle Repairer	20.83
23125 - Cable Splicer	33.93
23130 - Carpenter Maintenance	24.36
23140 - Carpet Layer	24.36
23160 - Electrician Maintenance	28.26
23181 - Electronics Technician Maintenance I	30.64
23182 - Electronics Technician Maintenance II	34.02
23183 - Electronics Technician Maintenance III	35.77
23260 - Fabric Worker	22.63



23290 - Fire Alarm System Mechanic	24.40
23310 - Fire Extinguisher Repairer	20.83
23311 - Fuel Distribution System Mechanic	32.47
23312 - Fuel Distribution System Operator	24.58
23370 - General Maintenance Worker	18.40
23380 - Ground Support Equipment Mechanic	27.55
23381 - Ground Support Equipment Servicer	22.63
23382 - Ground Support Equipment Worker	24.36
23391 - Gunsmith I	20.83
23392 - Gunsmith II	24.36
23393 - Gunsmith III	27.55
23410 - Heating Ventilation And Air-Conditioning Mechanic	26.41
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	27.56
23430 - Heavy Equipment Mechanic	26.52
23440 - Heavy Equipment Operator	25.29
23460 - Instrument Mechanic	27.55
23465 - Laboratory/Shelter Mechanic	26.20
23470 - Laborer	13.58
23510 - Locksmith	26.20
23530 - Machinery Maintenance Mechanic	31.99
23550 - Machinist Maintenance	26.58
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	27.55
23592 - Metrology Technician II	28.74
23593 - Metrology Technician III	29.96
23640 - Millwright	26.62
23710 - Office Appliance Repairer	19.25
23760 - Painter Maintenance	19.45
23790 - Pipefitter Maintenance	29.36
23810 - Plumber Maintenance	27.91
23820 - Pneudraulic Systems Mechanic	27.55
23850 - Rigger	29.99
23870 - Scale Mechanic	24.36
23890 - Sheet-Metal Worker Maintenance	27.80
23910 - Small Engine Mechanic	19.16
23931 - Telecommunications Mechanic I	32.90
23932 - Telecommunications Mechanic II	34.33
23950 - Telephone Lineman	31.00
23960 - Welder Combination Maintenance	26.05
23965 - Well Driller	26.84
23970 - Woodcraft Worker	27.55
23980 - Woodworker	20.83
24000 - Personal Needs Occupations	
24550 - Case Manager	15.80
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	9.02
24620 - Family Readiness And Support Services Coordinator	15.80
24630 - Homemaker	15.80
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.14
25040 - Sewage Plant Operator	20.76
25070 - Stationary Engineer	27.14
25190 - Ventilation Equipment Tender	18.70
25210 - Water Treatment Plant Operator	20.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.73
27007 - Baggage Inspector	12.94
27008 - Corrections Officer	23.23
27010 - Court Security Officer	27.61
27030 - Detection Dog Handler	14.48
27040 - Detention Officer	23.23

27070 - Firefighter	29.15
27101 - Guard I	12.94
27102 - Guard II	14.48
27131 - Police Officer I	28.36
27132 - Police Officer II	31.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.80
28042 - Carnival Equipment Repairer	14.07
28043 - Carnival Worker	9.18
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.93
28350 - Park Attendant (Aide)	17.85
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.21
28630 - Sports Official	15.14
28690 - Swimming Pool Operator	16.46
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.13
29020 - Hatch Tender	29.13
29030 - Line Handler	29.13
29041 - Stevedore I	27.06
29042 - Stevedore II	31.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	20.65
30022 - Archeological Technician II	23.11
30023 - Archeological Technician III	28.62
30030 - Cartographic Technician	28.62
30040 - Civil Engineering Technician	24.06
30051 - Cryogenic Technician I	31.70
30052 - Cryogenic Technician II	35.01
30061 - Drafter/CAD Operator I	20.65
30062 - Drafter/CAD Operator II	23.11
30063 - Drafter/CAD Operator III	25.76
30064 - Drafter/CAD Operator IV	31.70
30081 - Engineering Technician I	16.06
30082 - Engineering Technician II	18.03
30083 - Engineering Technician III	20.60
30084 - Engineering Technician IV	25.52
30085 - Engineering Technician V	30.94
30086 - Engineering Technician VI	36.98
30090 - Environmental Technician	28.16
30095 - Evidence Control Specialist	28.62
30210 - Laboratory Technician	34.45
30221 - Latent Fingerprint Technician I	31.70
30222 - Latent Fingerprint Technician II	35.01
30240 - Mathematical Technician	28.62
30361 - Paralegal/Legal Assistant I	20.40
30362 - Paralegal/Legal Assistant II	25.27
30363 - Paralegal/Legal Assistant III	30.91
30364 - Paralegal/Legal Assistant IV	37.40
30375 - Petroleum Supply Specialist	35.01
30390 - Photo-Optics Technician	28.62
30395 - Radiation Control Technician	35.01
30461 - Technical Writer I	28.62
30462 - Technical Writer II	35.01
30463 - Technical Writer III	42.36
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	31.70



30502 - Weather Forecaster II	38.56
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.76
30621 - Weather Observer Senior	(see 2) 28.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	12.71
31030 - Bus Driver	18.80
31043 - Driver Courier	12.76
31260 - Parking and Lot Attendant	11.20
31290 - Shuttle Bus Driver	14.03
31310 - Taxi Driver	11.69
31361 - Truckdriver Light	14.03
31362 - Truckdriver Medium	15.24
31363 - Truckdriver Heavy	20.24
31364 - Truckdriver Tractor-Trailer	20.24
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	10.64
99050 - Desk Clerk	10.04
99095 - Embalmer	27.04
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	17.81
99252 - Laboratory Animal Caretaker II	19.59
99260 - Marketing Analyst	30.07
99310 - Mortician	27.04
99410 - Pest Controller	17.63
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	19.54
99711 - Recycling Specialist	24.20
99730 - Refuse Collector	17.36
99810 - Sales Clerk	11.94
99820 - School Crossing Guard	12.00
99830 - Survey Party Chief	24.60
99831 - Surveying Aide	14.00
99832 - Surveying Technician	18.36
99840 - Vending Machine Attendant	16.29
99841 - Vending Machine Repairer	20.96
99842 - Vending Machine Repairer Helper	16.29

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 15 years and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.



Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage



determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms	Division of	Wage Determination No.: 2015-5217
Director	Wage Determinations	Revision No.: 17
		Date Of Last Revision: 07/21/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Texas

Area: Texas Counties of Hardin Jefferson Orange

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.05
01012 - Accounting Clerk II		16.89
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		24.00
01035 - Court Reporter		27.82
01041 - Customer Service Representative I		12.71
01042 - Customer Service Representative II		13.87
01043 - Customer Service Representative III		15.58
01051 - Data Entry Operator I		15.93
01052 - Data Entry Operator II		17.38
01060 - Dispatcher Motor Vehicle		19.43
01070 - Document Preparation Clerk		14.39
01090 - Duplicating Machine Operator		14.39
01111 - General Clerk I		13.14
01112 - General Clerk II		14.34
01113 - General Clerk III		16.11
01120 - Housing Referral Assistant		20.14
01141 - Messenger Courier		12.24
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		15.64
01262 - Personnel Assistant (Employment) II		17.49
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		28.31
01290 - Rental Clerk		15.07
01300 - Scheduler Maintenance		16.16
01311 - Secretary I		16.16
01312 - Secretary II		18.07
01313 - Secretary III		20.14



01320 - Service Order Dispatcher	16.68
01410 - Supply Technician	24.00
01420 - Survey Worker	15.29
01460 - Switchboard Operator/Receptionist	12.96
01531 - Travel Clerk I	15.16
01532 - Travel Clerk II	16.33
01533 - Travel Clerk III	17.51
01611 - Word Processor I	14.39
01612 - Word Processor II	16.16
01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	22.71
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter Automotive	21.60
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.26
07041 - Cook I	10.80
07042 - Cook II	12.63
07070 - Dishwasher	10.34
07130 - Food Service Worker	11.27
07210 - Meat Cutter	14.45
07260 - Waiter/Waitress	9.26
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.08
09040 - Furniture Handler	13.48
09080 - Furniture Refinisher	23.08
09090 - Furniture Refinisher Helper	16.69
09110 - Furniture Repairer Minor	19.94
09130 - Upholsterer	23.08
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.67
11060 - Elevator Operator	11.67
11090 - Gardener	16.87
11122 - Housekeeping Aide	12.16
11150 - Janitor	12.16
11210 - Laborer Grounds Maintenance	12.39
11240 - Maid or Houseman	10.01
11260 - Pruner	11.00
11270 - Tractor Operator	15.34
11330 - Trail Maintenance Worker	12.39
11360 - Window Cleaner	13.69
12000 - Health Occupations	
12010 - Ambulance Driver	19.42
12011 - Breath Alcohol Technician	18.89
12012 - Certified Occupational Therapist Assistant	31.53
12015 - Certified Physical Therapist Assistant	36.02
12020 - Dental Assistant	16.83
12025 - Dental Hygienist	34.51
12030 - EKG Technician	29.12
12035 - Electroneurodiagnostic Technologist	29.12
12040 - Emergency Medical Technician	19.42
12071 - Licensed Practical Nurse I	16.90
12072 - Licensed Practical Nurse II	18.89

12073 - Licensed Practical Nurse III	21.06
12100 - Medical Assistant	14.86
12130 - Medical Laboratory Technician	24.76
12160 - Medical Record Clerk	15.92
12190 - Medical Record Technician	17.80
12195 - Medical Transcriptionist	19.31
12210 - Nuclear Medicine Technologist	41.52
12221 - Nursing Assistant I	11.60
12222 - Nursing Assistant II	13.04
12223 - Nursing Assistant III	14.23
12224 - Nursing Assistant IV	15.98
12235 - Optical Dispenser	15.35
12236 - Optical Technician	16.90
12250 - Pharmacy Technician	17.33
12280 - Phlebotomist	16.83
12305 - Radiologic Technologist	25.80
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III Anesthetist	34.03
12316 - Registered Nurse IV	40.78
12317 - Scheduler (Drug and Alcohol Testing)	23.41
12320 - Substance Abuse Treatment Counselor	20.97
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.41
13012 - Exhibits Specialist II	25.19
13013 - Exhibits Specialist III	30.82
13041 - Illustrator I	20.41
13042 - Illustrator II	25.19
13043 - Illustrator III	30.82
13047 - Librarian	27.90
13050 - Library Aide/Clerk	11.04
13054 - Library Information Technology Systems Administrator	25.19
13058 - Library Technician	14.44
13061 - Media Specialist I	18.19
13062 - Media Specialist II	20.34
13063 - Media Specialist III	22.67
13071 - Photographer I	18.19
13072 - Photographer II	20.34
13073 - Photographer III	25.19
13074 - Photographer IV	30.82
13075 - Photographer V	37.29
13090 - Technical Order Library Clerk	15.26
13110 - Video Teleconference Technician	18.19
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.03
14042 - Computer Operator II	19.88
14043 - Computer Operator III	24.72
14044 - Computer Operator IV	27.48
14045 - Computer Operator V	30.43
14071 - Computer Programmer I	(see 1) 22.16
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.03
14160 - Personal Computer Support Technician	27.48
14170 - System Support Specialist	32.02
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.36
15020 - Aircrew Training Devices Instructor (Rated)	40.37

15030 - Air Crew Training Devices Instructor (Pilot)	48.38
15050 - Computer Based Training Specialist / Instructor	33.36
15060 - Educational Technologist	32.76
15070 - Flight Instructor (Pilot)	48.38
15080 - Graphic Artist	19.41
15085 - Maintenance Test Pilot Fixed Jet/Prop	48.38
15086 - Maintenance Test Pilot Rotary Wing	48.38
15088 - Non-Maintenance Test/Co-Pilot	48.38
15090 - Technical Instructor	25.41
15095 - Technical Instructor/Course Developer	31.08
15110 - Test Proctor	20.51
15120 - Tutor	20.51
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.88
16030 - Counter Attendant	10.88
16040 - Dry Cleaner	13.96
16070 - Finisher Flatwork Machine	10.88
16090 - Presser Hand	10.88
16110 - Presser Machine Drycleaning	10.88
16130 - Presser Machine Shirts	10.88
16160 - Presser Machine Wearing Apparel Laundry	10.88
16190 - Sewing Machine Operator	14.76
16220 - Tailor	15.89
16250 - Washer Machine	11.92
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.20
19040 - Tool And Die Maker	31.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.83
21030 - Material Coordinator	28.31
21040 - Material Expediter	28.31
21050 - Material Handling Laborer	14.73
21071 - Order Filler	14.03
21080 - Production Line Worker (Food Processing)	16.83
21110 - Shipping Packer	16.12
21130 - Shipping/Receiving Clerk	16.12
21140 - Store Worker I	12.70
21150 - Stock Clerk	18.30
21210 - Tools And Parts Attendant	16.83
21410 - Warehouse Specialist	16.83
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.74
23019 - Aircraft Logs and Records Technician	22.63
23021 - Aircraft Mechanic I	27.55
23022 - Aircraft Mechanic II	28.74
23023 - Aircraft Mechanic III	29.96
23040 - Aircraft Mechanic Helper	18.94
23050 - Aircraft Painter	26.20
23060 - Aircraft Servicer	22.63
23070 - Aircraft Survival Flight Equipment Technician	26.20
23080 - Aircraft Worker	24.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.55
23110 - Appliance Mechanic	26.20
23120 - Bicycle Repairer	20.83
23125 - Cable Splicer	34.56
23130 - Carpenter Maintenance	24.99
23140 - Carpet Layer	24.36
23160 - Electrician Maintenance	28.26
23181 - Electronics Technician Maintenance I	32.83
23182 - Electronics Technician Maintenance II	35.30
23183 - Electronics Technician Maintenance III	37.14
23260 - Fabric Worker	22.63



23290 - Fire Alarm System Mechanic	24.40
23310 - Fire Extinguisher Repairer	20.83
23311 - Fuel Distribution System Mechanic	32.47
23312 - Fuel Distribution System Operator	24.58
23370 - General Maintenance Worker	18.53
23380 - Ground Support Equipment Mechanic	27.55
23381 - Ground Support Equipment Servicer	22.63
23382 - Ground Support Equipment Worker	24.36
23391 - Gunsmith I	20.83
23392 - Gunsmith II	24.36
23393 - Gunsmith III	27.55
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.87
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	30.12
23430 - Heavy Equipment Mechanic	26.53
23440 - Heavy Equipment Operator	25.29
23460 - Instrument Mechanic	27.55
23465 - Laboratory/Shelter Mechanic	26.20
23470 - Laborer	14.73
23510 - Locksmith	26.20
23530 - Machinery Maintenance Mechanic	31.99
23550 - Machinist Maintenance	26.58
23580 - Maintenance Trades Helper	16.35
23591 - Metrology Technician I	27.55
23592 - Metrology Technician II	28.74
23593 - Metrology Technician III	29.96
23640 - Millwright	29.28
23710 - Office Appliance Repairer	19.25
23760 - Painter Maintenance	19.45
23790 - Pipefitter Maintenance	30.20
23810 - Plumber Maintenance	28.71
23820 - Pneudraulic Systems Mechanic	27.55
23850 - Rigger	30.48
23870 - Scale Mechanic	24.36
23890 - Sheet-Metal Worker Maintenance	27.80
23910 - Small Engine Mechanic	19.59
23931 - Telecommunications Mechanic I	32.90
23932 - Telecommunications Mechanic II	34.33
23950 - Telephone Lineman	31.00
23960 - Welder Combination Maintenance	26.26
23965 - Well Driller	26.89
23970 - Woodcraft Worker	27.55
23980 - Woodworker	20.83
24000 - Personal Needs Occupations	
24550 - Case Manager	15.94
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	9.14
24620 - Family Readiness And Support Services Coordinator	15.94
24630 - Homemaker	15.94
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.14
25040 - Sewage Plant Operator	22.84
25070 - Stationary Engineer	27.14
25190 - Ventilation Equipment Tender	18.70
25210 - Water Treatment Plant Operator	22.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.05
27007 - Baggage Inspector	12.94
27008 - Corrections Officer	25.55
27010 - Court Security Officer	29.08
27030 - Detection Dog Handler	14.48
27040 - Detention Officer	25.55

27070 - Firefighter	29.15
27101 - Guard I	12.94
27102 - Guard II	14.48
27131 - Police Officer I	30.19
27132 - Police Officer II	33.55
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.80
28042 - Carnival Equipment Repairer	14.07
28043 - Carnival Worker	9.18
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	13.71
28350 - Park Attendant (Aide)	17.85
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	21.33
28630 - Sports Official	15.14
28690 - Swimming Pool Operator	16.46
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.74
29020 - Hatch Tender	30.74
29030 - Line Handler	30.74
29041 - Stevedore I	28.56
29042 - Stevedore II	33.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	20.65
30022 - Archeological Technician II	23.11
30023 - Archeological Technician III	28.62
30030 - Cartographic Technician	28.62
30040 - Civil Engineering Technician	24.06
30051 - Cryogenic Technician I	31.70
30052 - Cryogenic Technician II	35.01
30061 - Drafter/CAD Operator I	20.65
30062 - Drafter/CAD Operator II	23.11
30063 - Drafter/CAD Operator III	25.76
30064 - Drafter/CAD Operator IV	31.70
30081 - Engineering Technician I	16.06
30082 - Engineering Technician II	18.03
30083 - Engineering Technician III	20.60
30084 - Engineering Technician IV	25.52
30085 - Engineering Technician V	30.94
30086 - Engineering Technician VI	36.98
30090 - Environmental Technician	28.16
30095 - Evidence Control Specialist	28.62
30210 - Laboratory Technician	35.78
30221 - Latent Fingerprint Technician I	31.70
30222 - Latent Fingerprint Technician II	35.01
30240 - Mathematical Technician	28.62
30361 - Paralegal/Legal Assistant I	20.40
30362 - Paralegal/Legal Assistant II	25.27
30363 - Paralegal/Legal Assistant III	30.91
30364 - Paralegal/Legal Assistant IV	37.40
30375 - Petroleum Supply Specialist	35.01
30390 - Photo-Optics Technician	28.62
30395 - Radiation Control Technician	35.01
30461 - Technical Writer I	28.62
30462 - Technical Writer II	35.01
30463 - Technical Writer III	42.36
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	31.70

30502 - Weather Forecaster II	38.56
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.76
30621 - Weather Observer Senior	(see 2) 28.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	12.71
31030 - Bus Driver	18.80
31043 - Driver Courier	13.29
31260 - Parking and Lot Attendant	11.20
31290 - Shuttle Bus Driver	14.03
31310 - Taxi Driver	12.47
31361 - Truckdriver Light	14.62
31362 - Truckdriver Medium	15.89
31363 - Truckdriver Heavy	20.70
31364 - Truckdriver Tractor-Trailer	20.70
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	11.32
99050 - Desk Clerk	10.62
99095 - Embalmer	27.04
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	19.59
99252 - Laboratory Animal Caretaker II	21.55
99260 - Marketing Analyst	30.07
99310 - Mortician	27.04
99410 - Pest Controller	17.63
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	21.03
99711 - Recycling Specialist	26.03
99730 - Refuse Collector	18.68
99810 - Sales Clerk	11.98
99820 - School Crossing Guard	12.13
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	14.82
99832 - Surveying Technician	19.44
99840 - Vending Machine Attendant	17.92
99841 - Vending Machine Repairer	23.06
99842 - Vending Machine Repairer Helper	17.92

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).



ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 15 years and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### **\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

#### **\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage



determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

**Special, November 30, 2021**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, November 30, 2021