

Notice of Meeting and Agenda and Minutes
February 08, 2022

REGULAR, 2/8/2022 10:30:00 AM

BE IT REMEMBERED that on February 08, 2022, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner 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 (ABSENT)

Chief Danta Miller, Chief John Shauberger

Honorable Laurie Leister, County Clerk

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

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Jeff R. Branick, County Judge
 Vernon Pierce, Commissioner, Precinct One
 Darrell Bush, Commissioner, Precinct Two
 Michael S. Sinigal, Commissioner, Precinct Three
 Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
 OF COMMISSIONERS' COURT
 OF JEFFERSON COUNTY, TEXAS**
February 08, 2022

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **08th day of February 2022** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.076 to deliberate the deployment, or specific occasions for security implementation of security personnel or devices, that deliberation in an open meeting would have a detrimental effect on the security in the Courthouse.

10:00 a.m. - To receive information from the Chief of the Civil Division and Engineering regarding proposed County Policy for release/abandonment of easements and right of ways.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm 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.

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INVOCATION: Darrell Bush, Commissioner, Precinct Two

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

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PURCHASING:

1. Consider and approve a contract renewal for (IFB 19-001/YS), Term Contract for Legal Notices for Jefferson County with Beaumont Enterprise, The Examiner Corp., and Port Arthur News for a third one (1) year renewal from February 16, 2022 through February 15, 2023.

Motion by: Commissioner Sinegal

Second by: Commissioner Pierce

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

Action: APPROVED

2. Consider and approve, execute, receive and file Amendment No. 4 (four) to contract (IFB 19-038/YS), Term Contract for Paper Stock and Envelopes for Jefferson County. This amendment will increase pricing as shown on Attachment A. Price increases are due to industry manufacturing changes and supply chain issues due to the Covid pandemic.

SEE ATTACHMENTS ON PAGES 9 - 16

Motion by: Commissioner Sinegal

Second by: Commissioner Pierce

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

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 17 - 24

Motion by: Commissioner Sinegal

Second by: Commissioner Pierce

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

Action: APPROVED

COUNTY AUDITOR:

4. Consider and approve budget amendment – Road & Bridge Pct.3 – replacement of truck due to accident.

113-0309-431-6042	TRUCKS & TRAILERS	\$78,105.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$78,105.00

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SEE ATTACHMENTS ON PAGES 25 - 26

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

5. Consider and approve total electronic disbursement for \$1,275,012.53 to US Department of Treasury for Round 2 Excess funds recapture.

SEE ATTACHMENTS ON PAGES 27 - 29

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

6. Regular County Bills – check #491894 through check #492110.

SEE ATTACHMENTS ON PAGES 30 - 37

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

COUNTY CLERK:

7. Consider and possibly approve Resolution regarding Reimbursement for Auditable Voting Machines (RAVM) grant from the Texas Secretary of State. Maximum reimbursement of \$3,235,744.45 if equipment is in place by 11/08/22, otherwise maximum reimbursement is \$1,617,872.23.

SEE ATTACHMENTS ON PAGES 38 - 38

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

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8. Consider and possibly approve, execute, receive and file a Joint Election Agreement and Election Services Contract between Jefferson County and Sabine Pass Independent School District for the election to be held on May 7, 2022.

SEE ATTACHMENTS ON PAGES 39 - 52

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

9. Consider and possibly approve authorizing the County Judge to DocuSign terms and conditions for the Reimbursement for Auditable Voting Machines (RAVM) funding agreement.

SEE ATTACHMENTS ON PAGES 53 - 55

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

10. Consider and possibly approve, execute, receive and file a Joint Election Agreement and Election Services Contract between Jefferson County and the Sabine Neches Navigation District for the election to be held on May 7, 2022.

SEE ATTACHMENTS ON PAGES 56 - 69

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

11. Consider, possibly approve, authorize the County Judge to execute, receive and file Environmental Assessment Determination and Compliance Findings for HUD-assisted Projects pursuant to 24 CFR Part 58 regarding the SH 124 bridge Expansion accompanied by widening of Taylor's Bayou.

SEE ATTACHMENTS ON PAGES 70 - 104

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

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COUNTY COMMISSIONERS:

12. Consider, possibly approve and authorize payment for Annual Membership Dues for FYE 2022 to TEX-21, pursuant to TEX-21 Bylaws.

SEE ATTACHMENTS ON PAGES 105 - 106

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

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

Action: APPROVED

13. Consider and possibly approve a County policy for the release and/or abandonment of easements and right of ways.

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY TREASURER:

14. Receive and File Investment Schedule for December, 2021, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 107 - 109

Motion by: Commissioner Sinegal

Second by: Commissioner Pierce

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

Action: APPROVED

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ENGINEERING:

15. Consider and possibly approve the Final Plat of Doguet's Diamond D Ranch Subdivision Phase7, Block 6; Lots 6 – 23, Block 7; Lots 11 – 28, Being a 31.240 Acre Subdivision out of the James Gerish, Sr. League, Abstract 24. This subdivision is located off of Diamond D Drive in Precinct #1. This subdivision is in the City of Beaumont ETJ. This plat has been reviewed by Jefferson County Engineering and the City of Beaumont Planning and Zoning. I have also enclosed a PDF of the comments regarding this subdivision.

SEE ATTACHMENTS ON PAGES 110 - 111

Motion by: Commissioner Bush

Second by: Commissioner Pierce

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

Action: APPROVED

HUMAN RESOURCES:

16. Consider and possibly approve granting extended leave without pay for up to 90 days for Brian Guthrie, an employee of Road and Bridge, Pct. 2

Action: TABLED

Other Business:

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

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

**Jeff R. Branick
County Judge**



JP GOULD



Amendment No.4
IFB 19-038/YS

9

January 7, 2022

Yea-Mei Sauer

Contract Specialist

Jefferson County

Dear Ms. Sauer

Good morning. I hope this letter finds you well.

I am following up on my email from 12.29.21 and need to let you know that prices continue to escalate in the Fine Paper Industry.

Attached find updated pricing for your Fine Paper IFB 19-038YS.

These prices will go into effect on 1.17.22 and should be firm for deliveries through 3.31.22.

We continue to see price increases from our suppliers. Like all Paper Merchants, we remain on allocation with our suppliers, and paper continues to be tight.

I am available to discuss this at your convenience – again, in my 40+ years in the Fine Paper Business, I have not seen a market like this. As mentioned previously, this all goes back to the beginning of the Pandemic, and the Paper Mills rationalization of their manufacturing capacity moving forward as we come out of the Pandemic, and the supply chain problems

Regards

Joseph T Jordan

Vice President – Business Papers

Ovol USA Houston

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge



ATTEST
DATE 2-8-2022
LAURIE B. LESTER
COUNTY CLERK

6301 E. Stassney Lane
Building #9, #200
Austin, TX 78744
+1 512.339.9987
+1 512.339.1917 fax

10425 Okanella St. #600
Houston, TX 77041
+1 713.460.5060
+1 713.460.2037 fax

OVOL
bosworthpapers.com

IFB 19-038V5

Jefferson County JEF835

UPDATE 1.7.22

TERM CONTRACT FOR PAPER STOCK AND ENVELOPES FOR JEFFERSON COUNTY

Paper Stock		Description	Manufacturer and Brand	Unit Price per M	Sheets per Case	Unit Price per Case	Vendor
1	20# Bond Paper LG, White Letter size 99+B	PR5/MAEBS112DA	Mondi Maestro Special	\$7.640	5000	\$38.20	Western BRW dba OvolUSA
2	20# Bond Paper 3hp Letter size 92B	D83-3971	Domtar Lettermark 92	\$8.486	5000	\$42.43	Western BRW dba OvolUSA
3	20# Bond Paper Legal Size 92B	D83-3972	Domtar Lettermark 92	\$10.794	5000	\$53.97	Western BRW dba OvolUSA
4	20# Bond Paper Ledger Size 92B	D83-3973	Domtar Lettermark 92	\$16.360	2500	\$40.90	Western BRW dba OvolUSA
5	20# Pastel Colors Letter Size	Various	Domtar Earthchoice Colors	\$10.396	5000	\$51.98	Western BRW dba OvolUSA
6	20# Pastel Colors Legal Size	Various	Domtar Earthchoice Colors	\$14.180	5000	\$70.90	Western BRW dba OvolUSA
7	20# Pastel Colors Letter Size	Various	Domtar Earthchoice Colors	\$10.398	5000	\$51.98	Western BRW dba OvolUSA
8	20# Pastel Colors Legal Size	Various	Domtar Earthchoice Colors	\$14.180	5000	\$70.90	Western BRW dba OvolUSA
9	20# 25% Cotton LG letter Size	N08-1166	Neenah Atlas Bond	\$29.974	5000	\$149.87	Western BRW dba OvolUSA
Card Stock							
11	67# Vellum Bristol White Letter Size	D83-82880	Domtar Earthchoice VB	\$19.975	2000	\$39.95	Western BRW dba OvolUSA
12	67# Vellum Bristol Colors Letter Size	Various	Domtar Earthchoice VB	\$20.880	2000	\$41.76	Western BRW dba OvolUSA
14	Letter Size 60# Astrobrights Text Std Colors	Various	Neenah Astrobrights	\$17.208	5000	\$86.04	Western BRW dba OvolUSA
15	80# Letter Size ABW Classic Crest Cover	N08-3814	Neenah Classic Crest Cover	\$96.525	2000	\$193.05	Western BRW dba OvolUSA
16	80# Letter Size Baronial Ivory Classic Crest Cover	N08-3824	Neenah Classic Crest Cover	\$96.525	2000	\$193.05	Western BRW dba OvolUSA
Envelopes							
18	24# White Wave Catalog 10 x 13	N02-7418	Cenveo	\$70.540	500	\$35.27	Western BRW dba OvolUSA
19	28# White Wave Catalog 9x12	N02-85526	Cenveo	\$66.760	500	\$33.38	Western BRW dba OvolUSA
25	#11 24# White Wave Window	N02-43675	Cenveo	\$43.950	2500	\$109.88	Western BRW dba OvolUSA
28	#12 White Wave Regular	N02-13222	Cenveo	\$68.070	2500	\$170.18	Western BRW dba OvolUSA
Carbonless Papers							
33	Letter size 2 part Reverse	N33-50167	Nekosa Carbonless	\$21.470	5000	\$107.35	Western BRW dba OvolUSA
34	Letter size 3 part Reverse	N33-50171	Nekosa Carbonless	\$24.180	5000	\$120.88	Western BRW dba OvolUSA
35	Letter size 4 part Reverse	N33-50175	Nekosa Carbonless	\$25.840	5000	\$129.20	Western BRW dba OvolUSA
36	Letter size 5 part Reverse	N33-50247	Nekosa Carbonless	\$24.890	5000	\$124.45	Western BRW dba OvolUSA
37	Legal size 2 part Reverse	N33-50169	Nekosa Carbonless	\$26.960	5000	\$134.78	Western BRW dba OvolUSA
38	Legal size 3 part Reverse	N33-50204	Nekosa Carbonless	\$30.350	5000	\$151.74	Western BRW dba OvolUSA
39	Legal size 4 part Reverse	N33-50229	Nekosa Carbonless	\$32.450	5000	\$162.25	Western BRW dba OvolUSA
40	Legal size 5 part Reverse	N33-50257	Nekosa Carbonless	\$34.370	5000	\$171.85	Western BRW dba OvolUSA
41	Letter Size 60# Astrobrights Text Std Colors	Various	Neenah Astrobrights	\$17.210	5000	\$86.04	Western BRW dba OvolUSA
42	Letter Size 65# Astrobright Cover Std Colors	Various	Neenah Astrobrights	\$34.100	2000	\$68.20	Western BRW dba OvolUSA



Monday, December 27, 2021

Dear Nekoosa Customers,

While we have secured our supply chain, the cost of manufacturing our products continues to rise. Due to these challenges, we are implementing a price increase on all shipments of the following Nekoosa specialty sheets and rolls on or after Monday, January 31, 2022.

- Barrier Films - 8%
- ChalkTalk® - 8%
- Classic Vinyl - 8%
- ClingZ® - 5%
- GMI - 8%
- Hi-Stat® - 8%
- Identifier™ - 5%
- MagneCote® - 5%
- Mounting Films - 8%
- Overlaminate Films - 8%
- Premium Vinyl - 8%
- Rigid Films - 8%
- Sign-Ad® - 8%
- SYNAPS OM - 5%
- SYNAPS XM - 5%
- ThermaTac™ - 5%
- Trifecta® - 8%
- VinylEfx® - 8%
- Walk-On Graphics® - 8%
- Wall Graphics® - 8%
- Ztac™ - 5%

Any amounts ordered over your typical order usage will be billed at the increased price. Our customer service team will review your order and alert you to any changes that need to be made to your order.

Please contact your assigned Nekoosa Business Development Manager if you have any questions. Thank you for your business. We appreciate your ongoing partnership during these difficult times.

Sincerely,

A handwritten signature in black ink that reads "Guy Leigh".

Guy Leigh
VP – Sales & Marketing



100 Kingsley Park Drive
Fort Mill, SC 29715
803-802-7500

September 27, 2021

SUBJECT: DOMTAR – PRICING INFORMATION

To our US Customers:

Effective with shipments November 1, 2021, our price will increase as follows:

USD \$4.00/cwt

- Converting papers
- Office papers
- Printing and Publishing papers
- Specialty papers
- Technical papers

USD \$5.00/cwt

- Bagstock
- Fluorescent Colors
- Tablet

This increase applies to all pack types. All other standard differentials and upcharges remain in effect.

Discounts and deviations to pricing will be reviewed.

If you have any questions, please contact your Domtar Account Manager.

Sincerely,

A handwritten signature in black ink that reads "Rob Melton".

Rob Melton
Senior Vice President, Commercial Pulp and Paper

To learn more about Domtar Paper, please visit paper.domtar.com
or find us on Facebook, Instagram, Twitter or LinkedIn.





100 Kingsley Park Drive
Fort Mill, SC 29715
803-802-7500

January 11, 2022

SUBJECT: DOMTAR – PRICING INFORMATION

To our Customers:

Effective with shipments February 11, 2022, all Domtar office, printing, publishing, converting and specialty paper products in all pack sizes will increase 6 – 9% in the US and in Canada.

All other standard differentials and upcharges remain in effect.

Discounts and deviations to pricing will be reviewed.

If you have any questions, please contact your Domtar Account Manager.

Sincerely,

A handwritten signature in black ink that reads "Rob Melton".

Rob Melton
Senior Vice President – Commercial
Pulp and Paper

To learn more about Domtar, please visit domtar.com
or find us on Facebook, Instagram, Twitter or LinkedIn.



IFB 19-03875

Jefferson County JEF835

UPDATE 1.24.22

TERM CONTRACT FOR PAPER STOCK AND ENVELOPES FOR JEFFERSON COUNTY

Paper Stock						
Item	Description	Manufacturer and Brand	Unit Price per M	Sheets per Case	Unit Price per Case	Vendor
Paper Stock						
1	20# Bond Paper LG, White Letter size 99+B	PRM-MAR851120A	Mondi Maestro Special	\$7.64	5000	\$38.20 Western BRW dba OvoloUSA
2	20# Bond Paper 3lip Letter size 92B	D83-3971	Domtar Lettermark 92	\$8.49	5000	\$42.43 Western BRW dba OvoloUSA
3	20# Bond Paper Legal Size 92B	D83-3972	Domtar Lettermark 92	\$10.79	5000	\$53.97 Western BRW dba OvoloUSA
4	20# Bond Paper Ledger Size 92B	D83-3973	Domtar Lettermark 92	\$16.36	2500	\$40.90 Western BRW dba OvoloUSA
5	20# Pastel Colors Letter Size	Various	Domtar Earthchoice Colors	\$10.86	5000	\$54.29 Western BRW dba OvoloUSA
6	20# Pastel Colors legal Size	Various	Domtar Earthchoice Colors	\$14.77	5000	\$73.85 Western BRW dba OvoloUSA
7	20# Pastel Colors Letter Size	Various	Domtar Earthchoice Colors	\$10.86	5000	\$54.29 Western BRW dba OvoloUSA
8	20# Pastel Colors Legal Size	Various	Domtar Earthchoice Colors	\$14.77	5000	\$73.85 Western BRW dba OvoloUSA
9	20# 25% Cotton LG letter Size	N08-1166	Neenah Atlas Bond	\$29.97	5000	\$149.87 Western BRW dba OvoloUSA
Card Stock						
11	67# Vellum Bristol White Letter Size	D83-8280	Domtar Earthchoice VB	\$20.88	2000	\$41.76 Western BRW dba OvoloUSA
12	67# Vellum Bristol Colors Letter Size	Various	Domtar Earthchoice VB	\$21.78	2000	\$43.56 Western BRW dba OvoloUSA
Envelopes						
18	24# White Wave Catalog 10 x 13	N02-7418	Cenveo	\$70.54	500	\$35.27 Western BRW dba OvoloUSA
19	28# White Wave Catalog 9x12	N02-85526	Cenveo	\$66.76	500	\$33.38 Western BRW dba OvoloUSA
25	#11 24# White Wave Window	N02-43675	Cenveo	\$43.95	2500	\$109.88 Western BRW dba OvoloUSA
28	#12 White Wave Regular	N02-13222	Cenveo	\$68.07	2500	\$170.18 Western BRW dba OvoloUSA
Carbonless Papers						
33	Letter size 2 part Reverse	N33-50167	Nekoosa Carbonless	\$21.47	5000	\$107.35 Western BRW dba OvoloUSA
34	Letter size 3 part Reverse	N33-50171	Nekoosa Carbonless	\$24.18	5000	\$120.88 Western BRW dba OvoloUSA
35	Letter size 4 part Reverse	N33-50175	Nekoosa Carbonless	\$25.84	5000	\$129.20 Western BRW dba OvoloUSA
36	Letter size 5 part Reverse	N33-50247	Nekoosa Carbonless	\$24.89	5000	\$124.46 Western BRW dba OvoloUSA
37	Legal size 2 part Reverse	N33-50169	Nekoosa Carbonless	\$26.95	5000	\$134.78 Western BRW dba OvoloUSA
38	Legal size 3 part Reverse	N33-50204	Nekoosa Carbonless	\$30.35	5000	\$151.74 Western BRW dba OvoloUSA
39	Legal size 4 part Reverse	N33-50229	Nekoosa Carbonless	\$32.45	5000	\$162.25 Western BRW dba OvoloUSA
40	Legal size 5 part Reverse	N33-50257	Nekoosa Carbonless	\$34.37	5000	\$171.85 Western BRW dba OvoloUSA
41	Letter Size 60# Astrobrights Text Std Colors	Various	Neenah Astrobrights	\$17.21	5000	\$86.04 Western BRW dba OvoloUSA
42	Letter Size 65# Astrobrights Cover Std Colors	Various	Neenah Astrobrights	\$34.10	2000	\$68.20 Western BRW dba OvoloUSA

ATTACHMENT A

IFB 19-038/YS

Term Contract for Paper Stock & Envelopes for Jefferson County Price Increases - February 2022

I. Paper Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	Domtar Copy Mondi Maestro Special	\$6.93 \$7.64	5000	\$29.55 \$34.62	Western BRW Paper-Bosworth Paper
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	Domtar Copy Domtar Lettermark 92	\$8.01 \$8.49	5000	\$33.92 \$40.07	Western BRW Paper-Bosworth Paper
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	Domtar Copy Domtar Lettermark 92	\$10.19 \$10.79	5000	\$43.15 \$50.97	Western BRW Paper-Bosworth Paper
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	Domtar Copy Domtar Lettermark 92	\$15.45 \$16.36	2500	\$33.09 \$38.62	Western BRW Paper-Bosworth Paper
5	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: Premium #4	Domtar Earth Choice Colors	\$9.76 \$10.86	5000	\$48.80 \$54.29	Western BRW Paper-Bosworth Paper
6	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4	Domtar Earth Choice Colors	\$13.30 \$14.77	5000	\$66.50 \$73.85	Western BRW Paper-Bosworth Paper
7	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	Domtar Earth Choice Colors	\$9.76 \$10.86	5000	\$48.80 \$54.29	Western BRW Paper-Bosworth Paper
8	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	Domtar Earth Choice Colors	\$13.30 \$14.77	5000	\$66.50 \$73.85	Western BRW Paper-Bosworth Paper
9	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	Nenah Atlas Bond	\$29.61 \$29.97	5000	\$129.75 \$148.05	Western BRW Paper-Bosworth Paper

II. Card Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
11	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Cenvee Domtar Earthchoice VB	\$19.98 \$20.88	2000	\$39.95 \$41.76	Western BRW Paper-Bosworth Paper

12	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Earth Choice Vellum Bristol	\$19.56 \$21.78	2000	\$41.76 \$43.56	Western BRW Paper-Bosworth Paper
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III. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
18	24 lb. catalog envelopes 10"x13" white woven	Cenveo	\$68.40 \$70.54	500	\$34.20 \$35.27	Western BRW Paper-Bosworth Paper
19	28 lb. white catalog envelopes 9"x12"	Cenveo	\$66.50 \$66.76	500	\$33.25 \$33.38	Western BRW Paper-Bosworth Paper
25	#11 window envelopes – 28 lb. white wove	Cenveo	\$56.34 \$43.95	2500	\$140.85 \$109.88	Western BRW Paper-Bosworth Paper

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
33	8½x11 2-part black image carbonless reverse collated	Neekoosa Carbonless	\$20.25 \$21.47	5000	\$101.27 \$107.35	Western BRW Paper-Bosworth Paper
34	8½x11 Mead 3-part black image carbonless reverse collated	Neekoosa Carbonless	\$22.81 \$24.18	5000	\$114.04 \$120.88	Western BRW Paper-Bosworth Paper
35	8½x11 Mead 4-part black image carbonless reverse collated	Neekoosa Carbonless	\$24.38 \$25.84	5000	\$121.88 \$129.20	Western BRW Paper-Bosworth Paper
36	8½x11 Mead 5-part black image carbonless reverse collated	Neekoosa Carbonless	\$23.48 \$24.89	5000	\$117.42 \$124.46	Western BRW Paper-Bosworth Paper
37	8½x14 Mead 2-part black image carbonless reverse collated	Neekoosa Carbonless	\$25.43 \$26.96	5000	\$127.15 \$134.78	Western BRW Paper-Bosworth Paper
38	8½x14 Mead 3-part black image carbonless reverse collated	Neekoosa Carbonless	\$28.63 \$30.35	5000	\$143.15 \$151.74	Western BRW Paper-Bosworth Paper
39	8½x14 Mead 4-part black image carbonless reverse collated	Neekoosa Carbonless	\$30.61 \$32.45	5000	\$153.06 \$162.25	Western BRW Paper-Bosworth Paper
40	8½x14 Mead 5-part black image carbonless reverse collated	Neekoosa Carbonless	\$32.42 \$34.37	5000	\$162.12 \$171.85	Western BRW Paper-Bosworth Paper

Western-BRW Paper Co. – Bosworth Papers

10425 Okanella #600

Houston TX 77041

attn: Joseph T. Jordan

jtjordan@bosworthpapers.com

ph: 713-460-5060

fx: 713-460-2037



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent *DC*

Date: February 1, 2022

Re: Disposal of Salvage Property

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

Thank you.



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 01/26/2022

Department: County Clerk

Contact Person: Haylee Fournier

Phone: 409-833-8428

Fax:

Department Head Approval: Haylee Fournier

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
Ricoh SP5200DN Printer	C85085216	35534	Used
Ricoh SP5200DN Printer	C85085214	35531	"
Ricoh SP5200DN Printer	C85085213	35540	"
Ricoh SP5200DN Printer	C85085223	35532	"
Ricoh SP5200DN Printer	C85085224	35535	"
Ricoh SP5200DN Printer	C85085215	35542 (Elections)	"
Ricoh SP5200DN Printer	C85085211	35543 (Elections)	"
Ricoh SP5200DN Printer	C85085222	35544 (PA)	"
Ricoh SP5200DN Printer	C85089798	35529	"
Ricoh SP5200DN Printer	C85087350	35530	"
Ricoh SP831DN Printer	C85085252	35541	"



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 1/26/2012

Department:

County Court L

Contact Person:

Brandi Jackson, Tina Redmon

Phone:

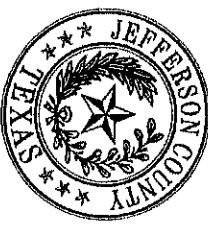
X 820, 48429

Fax:

Department Head Approval: Zanessa T. Holmes

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
<u>Blue Rolling Chair</u>		<u>13287</u>	<u>dirty, broken</u>



JEFFERSON COUNTY PURCHASING DEPARTMENT

Date: 01/28/22

Department: JCSO-Jail

Contact Person: Sue Kelly

110040722033

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Annals Entomological Society of America

23-Mobile Vision Car Video Boxes		
Model	SN#	Asset #
Mobile Vision Video Boxes	N/A	N/A
1-Raytheon Infrared Light w/Module		
Model	SN#	Asset #
4000B	001510	N/A
16-Mobile Vision Mic's		
Model	SN#	Asset#
MV-VLP-TR	Unreadable	N/A
21-Mobile Vision Mic Chargers		
Model	SN#	Asset#
MV-VLP-DS	DS09020601	N/A
MV-VLP-DS	DS07070635	N/A
MV-VLP-DS	DS0707023?	N/A
MV-VLP-DS	DS06080267	N/A
MV-VLP-DS	DS07020514	N/A
MV-VLP-DS	DS06050442	N/A
MV-VLP-DS	DS03060442	N/A
MV-VLP-DS	DS03060451	N/A
MV-VLP-DS	DS02100367	N/A
MV-VLP-DS	DS03010167	N/A
MV-VLP-DS	DS03050356	N/A
MV-VLP-DS	DS03050358	N/A
MV-VLP-DS	DS04060030	N/A
MV-VLP-DS	DS03060482	N/A
MV-VLP-CG	CG03060755	N/A
MV-VLP-DS	Unreadable	N/A
MV-VLP_DS	Unreadable	N/A
MV-VLP-DS	Unreadable	N/A
6-Gamber Johnson Vehicle Docking Stations		
Model	SN#	Asset#
IX270	ZZCWA7124AD0003	N/A
IX270	ZZCWA7178AD0010	N/A
IX270	ZZCWA8178AD0017	N/A
IX270	ZZCWA7124AD0019	N/A
IX270	ZZCWA7128AD0038	N/A
IX270	ZZCWA7124AD0035	N/A

24-Mobile Vision In-Car Video Cameras		
Model	SN#	Asset#
MV 201	0099893	N/A
MV 201	0099890	N/A
MV 201	0099891	N/A
MV 201	0099894	N/A
MV 201	0095248	N/A
MV 201	0099892	N/A
MV 201	0095246	N/A
MV 201	0099903	N/A
MV 201	0091157	N/A
MV 201	0095245	N/A
MV 201	0112040	N/A
MV 201	0114545	N/A
MV 201	0095242	N/A
MV 201	0099902	N/A
MV 201	0099900	N/A
MV 201	0114546	N/A
MV 201	0112039	N/A
MV 201	0114544	N/A
MV 201	0091154	N/A
MV 201	0114672	N/A
MV 201	0114673	N/A
MVC-300NL	AN0903200203	N/A
MV 201	FB004653	N/A
PROSECUTOR 2000	2000016	N/A

13-Decatur Electronics Radar Bulbs		
Model	SN#	Asset#
N/A	GK00417	N/A
N/A	GK32221	N/A
N/A	GK00380	N/A
N/A	GK32276	N/A
N/A	GK32330	N/A
N/A	GK31261	N/A
N/A	GK32341	N/A
N/A	GK32274	N/A
N/A	GK27924	N/A
N/A	GK26354	N/A
N/A	GK13592	N/A
N/A	GK32275	N/A
N/A	GK13601	N/A
20-Mobile Vision Power Source		

Model	SN#	Asset#
A	0099891	N/A
A	0095245	N/A
A	0095248	N/A
A	0099900	N/A
A	0114546	N/A
A	0114544	N/A
A	0099893	N/A
A	0095242	N/A
A	0099903	N/A
A	0103182	N/A
A	00114672	N/A
A	0099892	N/A
A	0112039	N/A
A	0114545	N/A
A	0112040	31154
A	0099894	N/A
A	0095246	N/A
A	0091157	N/A
A	0099902	N/A
A	0091154	N/A
5-Decatur Electronics Remotes		
Model	SN#	Asset#
N/A	N/A	N/A
3-Mobile Vision In-Car Screens		
Model	SN#	Asset#
N/A	FB004653	N/A
N/A	FB012184	N/A
N/A	Unreadable	N/A
2-Mobile Vision Flashback Power Supply		
Model	SN#	Asset#
FB04-M	FBM04100008	N/A
FB04-M	FBM04100007	N/A
1-Whelen Austin Electronics Advisor		
Model	SN#	Asset#
TACTRL1	PHI21903	N/A
1-Kustom Signals Traffic Radar		
Model	SN#	Asset#
PRO-1000DS	10205	N/A

Jefferson County Sub-Courthouse
525 Lakeshore Drive
Port Arthur, Texas 77640



OFFICE: (409) 983-8300
FAX: (409) 983-8303
Email: msinegal@co.jefferson.tx.us

COMMISSIONER
MICHAEL SHANE SINEGAL
PRECINCT #.3

2/2/2022

Road & Bridge requesting funds in the amount of \$78,104.80 from the contingency fund to account 113-0309-431-60-42 for replacement of PCT.3 work truck that was involved in car accident.

Thanks

A handwritten signature in black ink, appearing to read "Michael S. Sinegal".

Commissioner Sinegal PCT.3

Fran Lee

From: Patrick Swain <pswain@co.jefferson.tx.us>
Sent: Monday, January 31, 2022 3:19 PM
To: flee
Subject: FW: U.S Department of the Treasury, Recapture of ERA1 Funds Notice, Round 2 Excess Funds Determination

FYI

Patrick Swain

From: emergencyrentalassistance@treasury.gov <emergencyrentalassistance@treasury.gov>
Sent: Monday, January 31, 2022 2:42 PM
To: pswain@co.jefferson.tx.us; challiburton@setrpc.org
Cc: caresitforms@treasury.gov
Subject: U.S Department of the Treasury, Recapture of ERA1 Funds Notice, Round 2 Excess Funds Determination

ERA-2101123407

Dear ERA1 Recipient:

The U.S. Department of the Treasury (“Treasury”) issued Reallocation Guidance for the ERA1 program on October 4, 2021. This guidance provides for Treasury’s identification and recapture of excess funds from grantees who reported expenditure ratios below 40% as of November 30, 2021.

You are receiving this letter because Treasury’s November Assessment under the Reallocation Guidance indicates your ERA1 award includes excess funds. Treasury has determined the following amount is now subject to recapture in “Round 2”: **\$1,275,012.53**.

You must remit funds in this amount to Treasury within 10 days of the date of this letter. Please follow the instructions in the Appendix to submit the excess funds identified above to Treasury. Note that the funds may be returned by either Fedwire or ACH.

Future ERA1 expenditure ratio calculations will be computed as follows:

Total Expenditure of ERA1 Funds on Assistance to Eligible Households

ERA1 Award Amount – Returned Excess Funds – 10% of Initial ERA1 Award for Administrative Expenses

If you previously agreed to voluntarily reallocate funds or were subject to involuntary recapture of excess funds in Round 1, the amounts identified for recapture have been accounted for by reducing the ratio’s denominator, as indicated in the formula above. If you previously received notice that you would receive reallocated funds, those funds have not been added to the denominator, as you could not have spent them as of November 30, 2021.

In accordance with the ERA1 Award Terms previously accepted by you in connection with your ERA1 award, if you fail to repay the excess funds identified above to Treasury such funds shall constitute a debt to the federal government. If such funds are not promptly paid to Treasury within 10 days or other satisfactory arrangements for payment are not made, the debt will become delinquent and interest, penalties, and administrative charges shall be charged on such delinquent debt in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will also refer any debt that is more than 180 days delinquent to Treasury’s Bureau of the Fiscal Service for debt collection services. Please refer to paragraph 11 of your

ERA1 Award Terms for additional information.

Please note that Treasury will not recapture funds pursuant to section 501(d) that a grantee has obligated as defined in the ERA1 Reallocation Guidance. Treasury may also reduce or not make an excess funds determination if Treasury determines that the amount of excess funds was the result of exigent circumstances, such as a natural disaster. If you believe this impacts your excess funds determination, you must notify Treasury within 10 days of the date of this letter.

If you have any questions concerning the requirements of this letter or Treasury's reallocation policy in general, please contact us by email at emergencyrentalassistance@treasury.gov with "ERA-2101123407 - Excess Funds Determination Query" in the subject line.

Sincerely,

U.S. Department of the Treasury

U.S. Department of the Treasury

ERA1 Voluntary Reallocation Funds Transfer Instructions

ACH Credit Instructions

Please provide the following instructions to your financial institution for the remittance of Automated Clearing House (ACH) credits to the U.S. Department of the Treasury.

NACHA Record Type Code	NACHA Field	NACHA Data Element Name	Required Information
5	3	Company Name	(enter the name of the payor)
5	6	Standard Entry Class Code	CCD
5	9	Effective Entry Date	(enter intended settlement date)
6	2	Transaction Code*	22
6	3 & 4	Receiving DFI Identification (ABA routing #)	051036706
6	5	DFI Account Number	820010001000
6	6	Amount	(enter payment amount)
6	8	Receiving Company Name	U.S. Department of the Treasury

*ACH debit reversals are not permitted to this ABA routing number. All debit reversals received will be automatically returned.

@ Bank Name: Credit Gateway – ACH Receiver
33 Livingston Ave. | St. Paul, MN 55107 | 1-877-815-1206

Fedwire Instructions

Please provide the following instructions to your financial institution for the remittance of Fedwire payments to the U.S. Department of the Treasury.

Fedwire Field Tag	Fedwire Field Name	Required Information
{1510}	Type/Subtype	1000
{2000}	Amount	<i>(enter payment amount)</i>
{3400}	Receiver ABA routing number *	021030004
{3400}	Receiver ABA short name	TREAS NYC
{3600}	Business Function Code	CTR
{4200}	Beneficiary Identifier (account number)	820010001000
{4200}	Beneficiary Name	DEPARTMENT OF THE TREASURY
{5000}	Originator	<i>(enter the name of the originator of the payment)</i>
{6000}	Originator to Beneficiary Information – Line 1	<i>(enter information to identify the purpose of the payment)</i>
{6000}	Originator to Beneficiary Information – Line 2	<i>(enter information to identify the purpose of the payment)</i>
{6000}	Originator to Beneficiary Information – Line 3	<i>(enter information to identify the purpose of the payment)</i>
{6000}	Originator to Beneficiary Information – Line 4	<i>(enter information to identify the purpose of the payment)</i>

Please reference the invoice number.

* The financial institution address for Treasury's routing number is 33 Liberty Street, New York, NY 10045.

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

DAWN DONUTS

111.00

492075

111.00**

ROAD & BRIDGE PCT.#1

M&D SUPPLY

MUNRO'S

TEJAS TRUCK & RV SUPERSTORE

PETROLEUM SOLUTIONS, INC.

DOGGETT HEAVY MACHINERY LLC

ADVANCE AUTO PARTS

GULF COAST

286.94

491951

31.35

491953

1,019.86

491978

1,975.48

492029

130.92

492049

35.00

492060

855.90

492090

4,335.45**

ROAD & BRIDGE PCT.#2

ENTERGY

TIME WARNER COMMUNICATIONS

164.67

491941

126.88

491976

291.55**

ROAD & BRIDGE PCT. # 3

RB EVERETT & COMPANY, INC.

FARM & HOME SUPPLY

GULF COAST AUTOMOTIVE, INC.

MUNRO'S

RITTER @ HOME

SANITARY SUPPLY, INC.

AT&T

STRATTON INC.

PETROLEUM SOLUTIONS, INC.

COWBOY POWERSPORTS

ATTABOY TERMITES & PEST CONTROL

ON TIME TIRE

FELIX AAA AUTO & TRUCK PARTS LLC

76.43

491933

5.23

491935

12.87

491939

33.15

491953

68.73

491960

18.58

491963

76.94

491968

145.92

491984

293.00

492029

813.89

492035

63.19

492041

310.00

492058

1,063.20

492074

2,981.13**

ROAD & BRIDGE PCT.#4

ENTERGY

M&D SUPPLY

MUNRO'S

SMART'S TRUCK & TRAILER, INC.

W. JEFFERSON COUNTY M.W.D.

SOUTHERN TIRE MART, LLC

UNITED STATES POSTAL SERVICE

ON TIME TIRE

O'REILLY AUTO PARTS

1,421.36

491941

165.97

491951

97.72

491953

15.98

491965

86.83

491983

1,300.00

491987

1.76

492010

175.00

492058

106.83

492087

3,371.45**

ENGINEERING FUND

VERIZON WIRELESS

UNITED STATES POSTAL SERVICE

TRANSIT & LEVEL CLINIC LLC

108.37

492005

1.36

492010

78.00

492077

187.73**

PARKS & RECREATION

ENTERGY

SANITARY SUPPLY, INC.

W. JEFFERSON COUNTY M.W.D.

373.16

491941

921.55

491963

27.67

491983

1,322.38**

GENERAL FUND

TAX OFFICE

OFFICE DEPOT

AT&T

UNITED STATES POSTAL SERVICE

COUNTY HUMAN RESOURCES

UNITED STATES POSTAL SERVICE

AUDITOR'S OFFICE

496.69

491956

113.76

491968

2,443.90

492010

3,054.35*

1.38

492010

1.38*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT UNITED STATES POSTAL SERVICE	59.69 261.97	491956 492010	321.66*
COUNTY CLERK			
OFFICE DEPOT UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	165.99 195.61 340.00	491956 492010 492081	701.60*
COUNTY JUDGE			
OFFICE DEPOT SMITH COUNTY CHARLES ROJAS UNITED STATES POSTAL SERVICE FRANCES BLAIR BETHEA DUNHAM HALLMARK PLLC GREGORY LAW FIRM BRITTANIE HOLMES	136.12 795.00 1,000.00 8.48 500.00 500.00 500.00 500.00	491956 491988 491992 492010 492044 492055 492057 492059	3,939.60*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	11.37	492010	11.37*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	66.38	492010	66.38*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	4.18	492010	4.18*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT TIME WARNER COMMUNICATIONS ADVANCED STAFFING FIBERLIGHT LLC	25.00 636.72 136.50 1,998.75	491948 491970 491989 492097	2,796.97*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	754.30	491991	754.30*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE AMG PRINTING & MAILING LLC	540.70 9,586.81	492010 492082	10,127.51*
ELECTIONS DEPARTMENT			
OFFICE DEPOT ULINE SHIPPING SUPPLY SPECIALISTS UNITED STATES POSTAL SERVICE A. RIFKIN COMPANY EASYVOTE SOLUTIONS LLC GOVERNMENT FORMS & SUPPLIES LLC	720.88 1,794.29 414.46 504.61 10,000.00 82.00	491956 491981 492010 492031 492080 492105	13,516.24*
DISTRICT ATTORNEY			
KEITH HAWKES OFFICE DEPOT TEXAS DISTRICT & COUNTY ATTY ASSN. RAVIKUMAR KANNEGANTI, M.D., P.A. UNITED STATES POSTAL SERVICE THE PRODUCTIVITY CENTER ASHLEY MOLFINO THOMSON REUTERS-WEST COURT REPORTERS CLEARINGHOUSE, INC	649.60 1,188.26 2,200.00 32.00 162.86 330.00 119.00 3,477.23 1,251.65	491943 491956 491979 491990 492010 492014 492033 492063 492102	9,410.60*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	338.36	492010	338.36*
CRIMINAL DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DOUGLAS M. BARLOW, ATTORNEY AT LAW	4,050.00	491920	
NATHAN REYNOLDS, JR.	600.00	491959	
KIMBERLY R. BROUSSARD	151.20	492039	
MARVIN LEWIS JR	900.00	492088	5,701.20*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.73	492010	.73*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	25.93	492012	
ACCO BRANDS DIRECT	68.00	492064	93.93*
136TH DISTRICT COURT			
ACCO BRANDS DIRECT	45.50	492064	45.50*
252ND DISTRICT COURT			
FED EX	226.56	491936	
EDWARD B. GRIPON, M.D., P.A.	595.00	491938	
OFFICE DEPOT	235.97	491956	
NATHAN REYNOLDS, JR.	900.00	491959	
MIKE VAN ZANDT	8,750.00	491982	
CHARLES ROJAS	8,750.00	491992	
UNITED STATES POSTAL SERVICE	16.90	492010	
LANGSTON ADAMS	900.00	492022	
ALLEN PARKER	8,750.00	492045	
BRITTANIE HOLMES	8,750.00	492059	
MARVIN LEWIS JR	2,400.00	492088	40,274.43*
279TH DISTRICT COURT			
CATHERINE BRUNNEY	1,050.00	491944	
ANITA F. PROVO	1,677.20	491958	
NATHAN REYNOLDS, JR.	220.00	491959	
JOEL WEBB VAZQUEZ	1,050.00	492030	
JONATHAN L. STOVALL	550.00	492051	
MATUSKA LAW FIRM	330.00	492066	
ALICIA K HALL PLLC	198.00	492095	5,075.20*
317TH DISTRICT COURT			
TRACEY D. BURK	291.45	491924	
ANITA F. PROVO	700.00	491958	
CHARLES ROJAS	2,150.00	491992	
GLEN M. CROCKER	700.00	492015	
JOEL WEBB VAZQUEZ	950.00	492030	
BRITTANIE HOLMES	450.00	492059	
WILLIAM FORD DISHMAN	4,100.00	492065	
MATUSKA LAW FIRM	750.00	492066	
ALICIA K HALL PLLC	187.50	492095	10,278.95*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	34.39	492010	34.39*
JUSTICE COURT-PCT 1 PL 2			
KIRKSEY'S SPRINT PRINTING	214.40	491949	
UNITED STATES POSTAL SERVICE	29.50	492010	243.90*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	35.79	492010	35.79*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT	53.98	491956	
UNITED STATES POSTAL SERVICE	10.10	492010	64.08*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
TODD W LEBLANC	500.00	491915	
DONALD BOUDREAUX	300.00	491922	
OFFICE DEPOT	1,247.11	491956	
NATHAN REYNOLDS, JR.	250.00	491959	
JUDGE MASON MARTIN	716.50	491986	
UNITED STATES POSTAL SERVICE	12.12	492010	
SIERRA SPRING WATER CO. - BT	42.92	492013	
JOEL WEBB VAZQUEZ	250.00	492030	
MATUSKA LAW FIRM	300.00	492066	
LAW OFFICE OF GILES R COLE & ASSOC	650.00	492103	
THE WALKER LAW FIRM	250.00	492104	
COUNTY COURT AT LAW NO. 3			4,518.65*
A. MARK FAGGARD	250.00	491934	
OFFICE DEPOT	47.38	491956	
NATHAN REYNOLDS, JR.	750.00	491959	
CHARLES ROJAS	300.00	491992	
UNITED STATES POSTAL SERVICE	5.53	492010	
LAURIE PEROZZO	300.00	492042	
MATUSKA LAW FIRM	400.00	492066	
COURT MASTER			2,052.91*
TEXAS COURT REPORTERS ASSOCIATION	175.00	491980	
KENT W JOHNS	1,000.00	492054	
BUDDIE J HAHN	940.47	492091	
RICHARD D HUGHES ATTORNEY AT LAW	1,800.00	492099	
MEDIATION CENTER			3,915.47*
TEXAS DRC DIRECTOR'S COUNCIL	100.00	491914	
JEFFERSON CTY. BAR ASSOCIATION	1,200.00	491946	
UNITED STATES POSTAL SERVICE	2.77	492010	
TEXAS MEDIATION TRAINERS ROUNDTABLE	125.00	492018	
TEXAS MEDIATOR CREDENTIALALING ASSOC	150.00	492068	
SHERIFF'S DEPARTMENT			1,577.77*
CITY OF NEDERLAND	21.40	491928	
AT&T	319.53	491968	
UNITED STATES POSTAL SERVICE	1,681.75	492010	
JAIL - NO. 2			2,022.68*
BOB BARKER CO., INC.	254.64	491919	
BELL FENCE MFG. CO.	1,001.60	491921	
ECOLAB	4,007.15	491932	
W.W. GRAINGER, INC.	715.84	491937	
M&D SUPPLY	89.16	491951	
MCNEILL INSURANCE AGENCY	71.00	491952	
OFFICE DEPOT	14.20	491956	
AT&T	1,022.33	491968	
ULINE SHIPPING SUPPLY SPECIALI	376.77	491981	
LOWE'S HOME CENTERS, INC.	616.83	492019	
NORTH SHORE SUPPLY COMPANY	996.00	492027	
CONSTELLATION NEWENERGY - GAS DIVIS	3,328.82	492061	
MATERA PAPER COMPANY INC	204.60	492062	
THOMSON REUTERS-WEST	900.23	492063	
WASTEWATER TRANSPORT SERVICES LLC	2,174.66	492067	
GALLS LLC	1,029.00	492072	
MOORE-ALL TEX SUPPLY	1,684.11	492085	
MONTGOMERY TECHNOLOGY SYSTEMS, LLC	557.68	492107	
JUVENILE PROBATION DEPT.			19,044.62*
EDWARD B. GRIPON, M.D., P.A.	450.00	491938	
CHERYL TARVER	23.40	491985	
UNITED STATES POSTAL SERVICE	10.03	492010	
SHANNA CITIZEN	47.39	492021	
BRENDA WOOD	128.70	492098	
JUVENILE DETENTION HOME			659.52*

NAME	AMOUNT	CHECK NO.	TOTAL
EPS	909.12	491931	
AT&T	701.71	491968	
CLEAN HARBORS ENVIRONMENTAL SERVICE	123.01	492024	
CHARMTEX INC.	51.80	492026	
BEN E KEITH FOODS	393.63	492028	
AMERICAN RED CROSS	245.00	492071	
BIG THICKET PLUMBING INC	1,551.80	492084	
CONSTABLE PCT 1			3,976.07*
UNITED STATES POSTAL SERVICE	36.76	492010	
CONSTABLE-PCT 2			36.76*
THE PRODUCTIVITY CENTER	162.00	492014	
CONSTABLE-PCT 4			162.00*
TEXAS STATE UNIVERSITY SAN MARS	315.00	491967	
CONSTABLE-PCT 6			315.00*
OFFICE DEPOT	108.28	491956	
UNITED STATES POSTAL SERVICE	33.05	492010	
CONSTABLE PCT. 7			141.33*
OFFICE DEPOT	20.39	491956	
CONSTABLE PCT. 8			20.39*
OFFICE DEPOT	85.24	491956	
COUNTY MORGUE			85.24*
PROCTOR'S MORTUARY INC	15,331.25	492046	
AGRICULTURE EXTENSION SVC			15,331.25*
OFFICE DEPOT	353.03	491956	
MERCY LAPOINTE	55.58	492043	
DAVID OATES	62.01	492078	
TYLER FITZGERALD	137.76	492089	
HEALTH AND WELFARE NO. 1			608.38*
BROUSSARD'S MORTUARY	4,500.00	491923	
COMMUNITY FUNERAL CHAPEL, INC.	300.00	491930	
CLAYBAR HAVEN OF REST	7,625.00	492006	
CLAYBAR HAVEN OF REST	6,360.00	492007	
UNITED STATES POSTAL SERVICE	78.71	492010	
LEXISNEXIS MATTHEW BENDER	37.54	492020	
CLEAN HARBORS ENVIRONMENTAL SERVICE	124.34	492024	
PROCTOR'S MORTUARY INC	3,000.00	492047	
CRYSTAL LETMAN-JENKINS	42.37	492069	
HEALTH AND WELFARE NO. 2			22,067.96*
CITY OF PORT ARTHUR - WATER DEPT.	40.00	491927	
O.W. COLLINS APARTMENTS	39.21	491929	
ENTERGY	70.00	491942	
LEVINGSTON FUNERAL HOME	1,500.00	491950	
TIME WARNER COMMUNICATIONS	147.93	491972	
CLAYBAR HAVEN OF REST	7,625.00	492006	
CLAYBAR HAVEN OF REST	2,080.00	492008	
LEXISNEXIS MATTHEW BENDER	37.54	492020	
CLEAN HARBORS ENVIRONMENTAL SERVICE	40.60	492024	
TERRI WATSON	166.00	492036	
MELANCON'S FUNERAL HOME	1,500.00	492052	
NURSE PRACTITIONER			13,246.28*
CLEAN HARBORS ENVIRONMENTAL SERVICE	82.46	492024	
CHILD WELFARE UNIT			82.46*

NAME	AMOUNT	CHECK NO.	TOTAL
J.C. PENNEY'S ROSS DRESS FOR LESS, INC.	466.67 494.89	492017 492037	961.56*
ENVIRONMENTAL CONTROL			
AT&T US POSTAL SERVICE	33.97 348.00	491968 492016	381.97*
INDIGENT MEDICAL SERVICES			
OFFICE DEPOT	745.97	491956	745.97*
MAINTENANCE-BEAUMONT			
SPIDLE & SPIDLE JOHNSTONE SUPPLY CITY OF BEAUMONT - WATER DEPT. ECOLAB W.W. GRAINGER, INC. ENTERGY ACE IMAGEWEAR AT&T TIME WARNER COMMUNICATIONS REXEL USA INC	545.44 158.11 1,333.56 212.47 723.95 5,621.15 235.96 468.36 148.82 226.95	491917 491918 491925 491932 491937 491941 491964 491968 491975 492083	9,674.77*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT. AT&T TIME WARNER COMMUNICATIONS PETE & HAROLD'S AUTO CLINIC, INC. TEXAS GAS SERVICE ALLIED ELECTRICAL SYSTEMS&SOLUTIONS PARKER LUMBER US FLAG AND FLAGPOLE SUPPLY	1,627.74 1,377.51 101.76 14.00 803.13 105.00 105.91 104.29	491926 491968 491971 492011 492023 492040 492048 492086	3,239.34*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND ENTERGY AT&T W. JEFFERSON COUNTY M.W.D.	90.45 404.15 705.84 50.22	491928 491941 491968 491983	1,250.66*
SERVICE CENTER			
ACTION AUTO GLASS SPIDLE & SPIDLE J.K. CHEVROLET CO. MUNRO'S PHILPOTT MOTORS, INC. RALPH'S INDUSTRIAL ELECTRONICS TATE & CO., INC. JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE PETROLEUM SOLUTIONS, INC. BUMPER TO BUMPER AIRPORT GULF TOWING LLC ATTABOY TERMITE & PEST CONTROL MIGHTY OF SOUTHEAST TEXAS CINTAS CORPORATION JCN OIL SERVICE XL PARTS	14,302.60 286.49 323.48 1,436.81 12.40 5,221.13 7.50 7.50 7.50 7.50 7.50 7.50 7.50 7.50 7.50 7.50 7.50 1,545.29 515.12 250.00 85.00 2,738.57 65.02 110.00 292.41	491916 491917 491945 491953 491957 491961 491977 491993 491994 491995 491996 491997 492000 492001 492002 492003 492004 492029 492032 492034 492041 492056 492079 492092 492106	27,565.33*
VETERANS SERVICE			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	27.33	492010	
MOSQUITO CONTROL FUND			27.33*
CITY OF NEDERLAND	31.90	491928	
MUNRO'S	75.19	491953	
RITTER @ HOME	474.89	491960	
AT&T	33.92	491968	
TEXAS COMMISSION ON ENVIRONMENTAL	100.00	492025	
O'REILLY AUTO PARTS	15.68	492087	
ES OPCO USA LLC	48,700.00	492094	49,431.58**
J.C. FAMILY TREATMENT			
SAM HOUSTON STATE UNIVERSITY	600.00	491962	
PATRICIA VELASCO	101.19	492076	
MARY BEVIL	1,387.00	492093	2,088.19**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,525.48	492063	2,525.48**
EMPG GRANT			
TIME WARNER COMMUNICATIONS	112.57	491974	112.57**
JUVENILE PROB & DET. FUND			
JEFFERSON CTY. DISTRICT CLERK	300.00	491947	
SOUTHWEST BUILDING SYSTEMS	5,345.00	491966	5,645.00**
GRANT A STATE AID			
CLINICAL PATHOLOGY LABORATORIES INC	15.75	492053	15.75**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	529.84	491956	
TIME WARNER COMMUNICATIONS	147.93	491973	
UNITED STATES POSTAL SERVICE	73.59	492010	
JCCSC	125.00	492050	183.32**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	289.10	491925	
ENTERGY	833.70	491941	
M&D SUPPLY	96.25	491951	
HIGGINBOTHAM INSURANCE AGENCY INC	1,626.34	492070	
FUNCTION 4 LLC	200.00	492081	3,045.39**
COUNTY CLK RECORDS ARCHIV			
MANATRON	69,136.15	492038	69,136.15**
COUNTY RECORDS MANAGEMENT			
HHM & ASSOCIATES, INC.	14,994.15	492101	14,994.15**
CONST. PCT. 8 EDUCATION			
SAM HOUSTON STATE UNIVERSITY	125.00	492073	125.00**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	102.58	491925	
TIME WARNER COMMUNICATIONS	120.58	491969	
UNITED STATES POSTAL SERVICE	3.71	492010	226.87**
AIRPORT FUND			
CITY OF NEDERLAND	349.44	491928	
UNITED STATES POSTAL SERVICE	.92	492010	350.36**
SE TX EMP. BENEFIT POOL			

NAME	AMOUNT	CHECK NO.	TOTAL
BAY BRIDGE ADMINISTRATORS LLC	6,916.00	492100	6,916.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING CLEAT	14,601.00	491894	
JEFFERSON CTY. TREASURER	288.00	491895	
RON STADTMUELLER - CHAPTER 13	12,831.68	491896	
INTERNAL REVENUE SERVICE	182.31	491897	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	208.00	491898	
JEFFERSON CTY. COMMUNITY SUP.	3,960.00	491899	
JEFFERSON CTY. TREASURER - HEALTH	6,953.49	491900	
JEFFERSON CTY. TREASURER - GENERAL	543,778.80	491901	
JEFFERSON CTY. TREASURER - PAYROLL	25.00	491902	
JEFFERSON CTY. TREASURER - PAYROLL	1,940,969.23	491903	
MONY LIFE INSURANCE OF AMERICA	664,260.63	491904	
POLICE & FIRE FIGHTERS' ASSOCIATION	72.54	491905	
JEFFERSON CTY. TREASURER - TCDRS	1,928.82	491906	
JEFFERSON COUNTY TREASURER	770,785.63	491907	
JEFFERSON COUNTY - TREASURER -	2,907.51	491908	
NECHES FEDERAL CREDIT UNION	8,076.81	491909	
JEFFERSON COUNTY - NATIONWIDE	34,443.16	491910	
INVESCO INVESTMENT SERVICES, INC	61,424.99	491911	
NORTH CAROLINA DEPT OF REVENUE	989.99	491912	
JEFFERSON CTY. TREASURER - PAYROLL	168.12	491913	
JEFFERSON CTY. TREASURER - PAYROLL	46,639.05	492108	
JEFFERSON CTY. TREASURER - TCDRS	40,052.55	492109	
	23,470.90	492110	
BRIC/FMA GRANT			4,179,018.21**
TIDAL BASIN GOVERNMENT CONSULTING	7,165.00	492096	7,165.00**
J C ASSISTANCE DISTRICT 4			
ENTERGY	8.87	491941	8.87**
MARINE DIVISION			
CITY OF NEDERLAND	21.40	491928	21.40**
			4,593,806.83***



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 8th day of February 2022, on a motion made by Everette (Bo) Alfred, Commissioner of Precinct No. 4, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

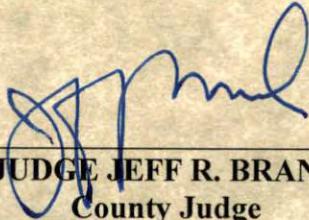
Jefferson County Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between Jefferson County and the State of Texas, Office of the Secretary of State as authorized under 129.003, Texas Election Code, and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

Jefferson County Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

Jefferson County Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

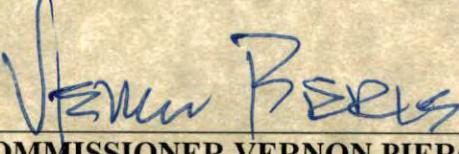
Jefferson County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any agreement with the Secretary of State, Jefferson County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

SIGNED this 8th day of February 2022.

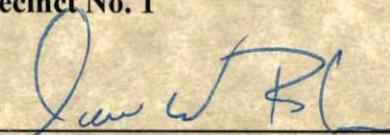


JUDGE JEFF R. BRANICK
County Judge





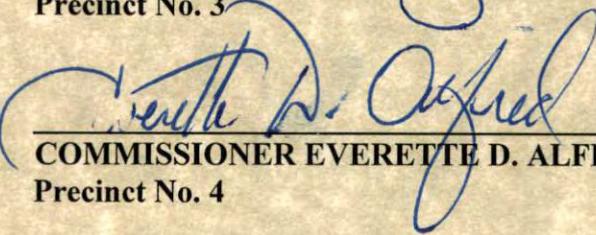
COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER DARRELL W. BUSH
Precinct No. 2



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY
AND **Sabine Pass Independent School District****

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, Laurie Leister, County Clerk, and Sabine Pass Independent School District** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

WHEREAS, Political Subdivision is required to conduct an election on **May 7, 2022**;

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this 10th day of January, 2022, by and between the Political Subdivision of **Sabine Pass Independent School District**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Laurie Leister**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and 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 the following contract 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 May 7, 2022, 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) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

- (b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.
- (c) 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, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.
- (d) 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.
- (e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for this Joint 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 Political Subdivision.
- (g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.
- (h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and 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.
- (i) 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.
- (j) Provide information services for voters and election officers.
- (k) 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.
- (l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the Election Services Contract

aforementioned for their services and time in accordance with their rate of pay policy.

(m) 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.

(n) 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) 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 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.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on Exhibit A – Early Voting Locations. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached Exhibit B – Election Day Vote Centers for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. 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 their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) 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 Election Services Contract

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**

(f) Deliver to Contracting Officer, according to the attached **Exhibit C - CALENDAR**, ballot language with Spanish translations, candidate names or measures, 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.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **May 7, 2022**.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. 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.

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according

to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on Exhibit D – Contract Costs.

(b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on Exhibit D - Contract Costs.

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.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th 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 thereto, 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 60th 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.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

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 180th 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 Sabine Pass Independent School District 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 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:

Sabine Pass Independent School District: Sabine Pass Independent School District

Kristi Heid
Superintendent
5641 South Gulfway Dr.
Sabine Pass, TX 77655

JEFFERSON COUNTY:

Laurie Leister, County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 10th day of January, 2022.

Sabine Pass Independent School District

(seal)

By: Kristi Heid
Name: Kristi Heid
Title: Superintendent

Attest: Suzen Blanton

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 8th day of February, 2022.

Jefferson County, Texas

By: Jeff Branick
Name: Jeff Branick
Title: County Judge



(seal)

By: Laurie Leister
Name: Laurie Leister
Title: County Clerk
Election Services Contract
Last Updated: 1/10/2022

Attest: Hayli J

EXHIBIT A

***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
May 7, 2022, CONSTITUTIONAL AMENDMENT AND JOINT ELECTION
(Aviso de localizaciones y horas para elecciones adelantadas de Mayo 7, 2022
Sobre Enmiendas A La Constitución y Conjunta)***

Early Voting by personal appearance will be conducted at the following dates and times:
(La votación adelantada en persona se llevará a en las siguientes fechas y horarios:)

EARLY VOTING LOCATIONS:
(Localizaciones de Votación Adelantada):

Beaumont Courthouse-Main location	1085 Pearl St., (Lobby), Beaumont, TX
Port Arthur Sub-Courthouse	525 Lakeshore Dr. (Foyer), Port Arthur, TX
Rogers Park Recreation Center	6540 Gladys, Beaumont, TX
Port Arthur Library	4615 9th Ave., (Lucy Stiefel Gallery), Port Arthur, TX
Theodore Johns Library	4255 Fannett Rd., (Meeting Room), Beaumont, TX
John Paul Davis Community Center	3580 E. Lucas, Beaumont, TX
Marion & Ed Hughes Public Library	2712 Nederland Ave., (Meeting Room), Nederland, TX
Groves Activity Building	6150 39th Street, (Lounge), Groves, TX
Effie & Wilton Hebert Library	2025 Merriman St., (Community Room), Port Neches, TX
Ray Chesson Office Building	19217 FM 365, (Courtroom), Beaumont, TX
Precinct One Service Center	20215 W. Hwy. 90, (Front Conference Room), China, TX

DATES AND HOURS FOR ALL ABOVE LOCATIONS:
(Fechas y Horas para todas las localizaciones anteriores):

April 25 - 29 (Abril 25 - 29)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
April 30 (Abril 30)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
May 1 (Mayo 1)	Sunday (Domingo)	12:00 p.m. – 6:00 p.m.
May 2 - 3 (Mayo 2- Mayo 3)	Monday – Tuesday (Lunes – Martes)	7:00 a.m. - 7:00 p.m.

EXHIBIT B - ELECTION DAY VOTE CENTERS

Precincts Voting at Location (Precinctos de votación en el Localización)	Election Day Polling Places! (Localizaciones de votación el día de la elección)	ADDRESS (Dirección)	City, State, Zip code (Ciudad, Estado, Código Postal)
ALL (todos)	Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport (Conference Room)	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building (Boardroom)	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary (Gymnasium)	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center (First Floor Old Library)	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center (Front Conference Room)	2020S W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library (Community Room)	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library (Front Meeting Room)	5600 West Washington	Groves, TX 77619
ALL (todos)	Jerry Ware Airport Terminal (Conference Room off Main Lobby)	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
ALL (todos)	Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall (Council Chambers - Room 104)	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building (Lounge)	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Zion Hill Baptist Church (Education Building)	5848 Roosevelt Ave.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Former Dowling Elementary Campus (Library)	6301 Pat Ave	Port Arthur, TX 77640
ALL (todos)	O.W. Collins Retirement Center (Social Service Room)	4440 Gulfway Dr.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library (Lucy Stiefel Gallery)	4615 9th Ave	Port Arthur, TX 77642
ALL (todos)	Queen of Vietnam Catholic Church (St. Joseph Hall)	801 9th Ave	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary (Library)	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman Community Center	3248 39th Street	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary (Gymnasium)	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Lamar University Montagne Center, (Cardinal Club Room)	4401 S. MLK PKWY	Beaumont, TX 77705
ALL (todos)	Hamshire VFD and Community Center	12318 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse (Lobby)	1085 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School (Gymnasium)	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center (Conference Room)	7780 Bayt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library (Meeting Room)	4255 Fannett Rd.	Beaumont, TX 77705
**Denotes Change			

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.

March 7, 2022

Prior to September 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.

68th 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.

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

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 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)).

21st 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)).

Election Day

Polls open 7:00 A.M. – 7:00 P.M.

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

**Grantor**

Texas Secretary of State
1019 Brazos Street, Austin, TX 78701
Phone: 800-252-2216 Fax: 512-475-2811
Email: elections@sos.texas.gov

Recipient

Jefferson
1149 Pearl, Beaumont 77701

Grant Number:	RAVM - 123
Max Reimbursement for Use Prior to <u>11/8/22:</u>	\$3,235,744.45
Max Reimbursement for Use Prior to <u>11/3/26:</u>	\$1,617,872.23
Secretary of State Approval Date of County Voting System Contract:	

I certify that the system will be in use not later than the election taking place:

Voting System Purchase Description		Amount	
		Contract Amount: \$	
		Requested Funding: \$	
Method of Payment:			
If requesting direct deposit, complete the form and attach it at the bottom of this page:			
If requesting paper warrant, provide remittance address:	Street Address City, State, Zip		
SOS APPROVED FUNDING: \$			
SOS Notes:			
	12/23/2021		2-8-2022
Texas Secretary of State	Date	County Judge	Date

COUNTY ATTACHMENTS			SOS USE
Voting System Contract:	Resolution from Governing Body:	Direct Deposit Form:	Elec Legal Approval: Elec Funds Mgr Approval: Elec Dir Approval: SOS Accts Payable Approval: County Number: 123 Vendor ID: 17460002912 RAVM PCA: 67515/76051

Terms and Conditions

Funding Authority

Sec. 129.003 (e), Texas Election Code, Authorizes an authority that purchased a voting system other than an auditable voting system after September 1, 2014, and before September 1, 2021, to use available federal funding and, if federal funding is not available, available state funding to convert the purchased voting system into an auditable voting system in accordance with the following schedule:

- (1) if the voting system was converted into an auditable voting system not later than the election taking place November 8, 2022, the authority is eligible to have 100 percent of the cost of conversion reimbursed under this section; and
- (2) if the authority is not eligible for a 100 percent reimbursement of cost under Subdivision (1) and the voting system was converted into an auditable voting system not later than the election taking place November 3, 2026, the authority is eligible to have 50 percent of the cost of conversion reimbursed under this section.

Compliance with All Applicable Federal and State Laws

All voting systems components for which the county is seeking reimbursement must comply with all applicable federal and state law including, but not limited to:

- (1) The Help America Vote Act ("HAVA"); and
- (2) Sections 61.012, 122.001, 122.032, 123.031, 123.0311, 129.003, and 129.054 of the Texas Election Code.

State Grant Regulations

Uniform Grant Management Standards (UGMS) (PDF) (<https://comptroller.texas.gov/purchasing/docs/ugms.pdf>) apply to grants and contracts that begin before Jan. 1, 2022

Texas Grant Management Standards (TxGMS) (PDF) (<https://comptroller.texas.gov/purchasing/docs/grant-management-reader.pdf>) apply to grants and contracts that begin on or after Jan. 1, 2022

Resolution from the Governing Body

A resolution from the county Commissioners Court must be on file with the Secretary of State that includes, at a minimum, the following statements:

_____ Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between _____ County and the State of Texas, Office of the Secretary of State as authorized under 129.003, Texas Election Code, and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

_____ Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

_____ Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

_____ Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any agreement with the Secretary of State, _____ Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

Acquisition of Voting System (State Voting System Certification)

If equipment or software is being acquired that requires Secretary of State prior approval pursuant to Section 123.035 of the Texas Election Code, the county must comply with the following:

- (1) Provide a copy of the relevant portions of the contract containing the identifying information that the Secretary of State needs to determine whether the version of what is being acquired under the contract complies with the applicable requirements, including the name and version number of the system and the equipment that is being purchased with the system; and
- (2) The county may not expend funds unless it has received a letter from the Secretary of State confirming that the acquisition under the contract satisfies the applicable requirements for approval.

Executing a contract to acquire a voting system that has not been approved in writing by the Secretary of State's Office is a Class B misdemeanor.

Adoption of a Voting System

Pursuant to Chapter 123, Subchapter A of the Texas Election Code, a voting system must be adopted for use in any one or more elections by resolution, order or other official action. The adoption of a voting system may be modified or rescinded at any time. The adoption action should include the name and version number of the voting system, and the equipment that is being used with the voting system. Additionally, the authority adopting the system should indicate in their official adoption action whether they are adopting the system for use in early voting only, regular voting on election day or both. The general custodian of election records is required to make any user or operator manuals or instructions relating to the system available for public inspection.

Procurement

The county shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in the applicable state grant regulations referenced in these terms and conditions.

Terms and Conditions (cont.)**Property Management**

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date and cost of the property, percentage of the Secretary of State participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) Counties should attempt to get trade-in value or sell state-funded equipment after it is no longer needed for its original intended purpose, and use the proceeds toward replacement equipment or other related activities. Proper sales procedures must be established to ensure the highest possible return.

Reporting Requirements

The Secretary of State reserves the right to impose reporting requirements as necessary. Failure to comply with any and all reporting requirements may result in the Secretary of State withholding any funds distributed to the county, including, but not limited to, Chapter 19 funds, Primary Finance funds issued pursuant to Chapter 173, Texas Election Code, and any federal funding awarded to the county thru the Secretary of State.

Records Retention

The county shall maintain and retain records pertinent to the state award (e.g., financial records, performance records, supporting documents) until the third anniversary of the later date of (1) the grant completion or expiration, or (2) the resolution of all issues that arose from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the grant or documents.

Compliance Reviews

Compliance reviews include programmatic and financial auditing:

- (1) The Secretary of State reserves the right to conduct its own audit or contract with another entity to audit the county.
- (2) The Secretary of State or its designee may conduct compliance reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The county must make all grant-related records available to the Secretary of State or its representatives unless the information is sealed by law.
- (3) Compliance reviews may be on-site or desk reviews and may include any information that the Secretary of State deems relevant to the project.

Remedies for Noncompliance

If a county fails to comply with any term or condition of this award agreement or any applicable statutes, rules, regulations, or guidelines, Secretary of State may take one or more of the following actions:

- (1) Require the return of funds if disbursements have already been made.
- (2) Temporarily withhold all payment to the county pending correction of the deficiency by the county.
- (3) Temporarily withhold all payments for other Secretary of State funds awarded to the county pending correction of the deficiency by the county.
- (4) Disallow all or part of the cost of the activity or action that is not in compliance.
- (5) Impose administrative sanctions, other than fines, on the county.
- (6) Withhold further Secretary of State funds from the county.
- (7) Terminate the award agreement in whole or in part.
- (8) Exercise other remedies that may be legally available.

Collection of Amount Due

Any funds paid to the county in excess of the amount to which the county is finally determined to be entitled under the terms of the award constitute a debt to the Secretary of State. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements;
- (2) Withholding payments otherwise due to the county; or
- (3) Other action permitted by law.



**JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY
AND SABINE NECHES NAVIGATION DISTRICT**

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, Laurie Leister, County Clerk, and Sabine Neches Navigation District** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

WHEREAS, Political Subdivision is required to conduct an election on **May 7, 2022**;

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this 11 day of January, 2022, by and between the Political Subdivision of **Sabine Neches Navigation District**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Laurie Leister**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and 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 the following contract 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 May 7, 2022, 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) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.

(c) 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, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) 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.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint 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 Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and 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.

(i) 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.

(j) Provide information services for voters and election officers.

(k) 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.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the Election Services Contract

Last Updated: 12/27/2021

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aforementioned for their services and time in accordance with their rate of pay policy.

(m) 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.

(n) 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) 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 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.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on Exhibit A – Early Voting Locations. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached Exhibit B – Election Day Vote Centers for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. 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 their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) 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 Election Services Contract

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

(f) Deliver to Contracting Officer, according to the attached Exhibit C - CALENDAR, ballot language with Spanish translations, candidate names or measures, 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.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) 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.

(i) 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.

(j) 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.

(k) 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 billed 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.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on May 7, 2022.

4. COST OF SERVICES. Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. 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.

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according

to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on Exhibit D – Contract Costs.

(b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on Exhibit D – Contract Costs.

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.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th 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 thereto, 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 60th 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.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

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 180th 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 Sabine Neches Navigation District 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 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:

Sabine Neches Navigation District: Sabine Neches Navigation District

Randall Reese
Executive Director & CEO
8180 Anchor Drive
Port Arthur, TX 77642

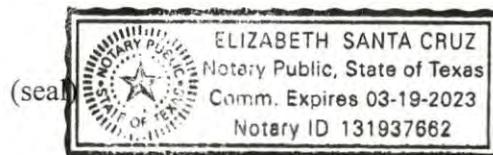
JEFFERSON COUNTY:

Laurie Leister, County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 11 day of January, 2022.

Sabine Neches Navigation District

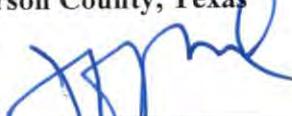
By: 
Name: Randall Reese
Title: Executive Director & CEO



Attest: _____

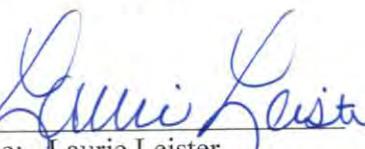
IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 8th day of February, 2022.

Jefferson County, Texas

By: 
Name: Jeff Branick
Title: County Judge



(seal)

By: 
Name: Laurie Leister
Title: County Clerk
Election Services Contract
Last Updated: 12/27/2021

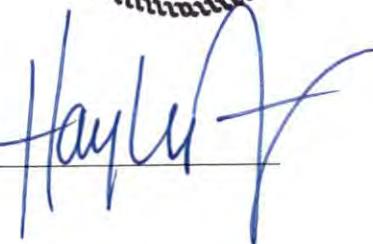
Attest: 

EXHIBIT A

***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
May 7, 2022, CONSTITUTIONAL AMENDMENT AND JOINT ELECTION
(Aviso de localizaciones y horas para elecciones adelantadas de Mayo 7, 2022
Sobre En miendas A La Constitución y Conjunta)***

Early Voting by personal appearance will be conducted at the following dates and times:
(La votación adelantada en persona se llevará a en las siguientes fechas y horarios:)

EARLY VOTING LOCATIONS:

(Localizaciones de Votación Adelantada):

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
Marion & Ed Hughes Public Library	2712 Nederland Ave., Nederland, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

April 25 - 29 (Abril 25 - 29)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
April 30 (Abril 30)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
May 1 (Mayo 1)	Sunday (Domingo)	12:00 p.m. - 6:00 p.m.
May 2 - 3 (Mayo 2- Mayo 3)	Monday - Tuesday (Lunes - Martes)	7:00 a.m. - 7:00 p.m.

EXHIBIT B - ELECTION DAY VOTE CENTERS

TO BE DETERMINED

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.

SEPTEMBER 1, 2021

Prior to September 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.

68th 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.

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

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 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)).

21st 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).

15th 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)).

Election Day

Polls open 7:00 A.M. – 7:00 P.M.

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



U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

Project Information

Project Name: Disaster Recovery – Hurricane Harvey – SH 124 Bridge Expansion
Accompanied by Widening of Taylor's Bayou

Responsible Entity: County of Jefferson, TX

Grant Recipient (if different than Responsible Entity): County of Jefferson, TX

State/Local Identifier: GLO-17-13642-P; Hurricane Harvey 20-065-121-C408
CDBG-DR Federal Award Number B-17-DM-48-0001

Preparer: Wesley McPhail and Latrice Hertzler

Certifying Officer Name and Title: Jeff Branick, County Judge

Grant Recipient (if different than Responsible Entity): County of Jefferson, TX

Consultant (if applicable):

Direct Comments to: The Honorable Jeff Branick, Jefferson County Judge, Jefferson County Courthouse, Office of the County Judge, 1149 Pearl Street, Fourth Floor, Beaumont, TX 77704.

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Project Location: The project is located on SH 124 approximately 12.8 miles west of Beaumont at the crossing of North Fork Taylors Bayou (29°54'0.44"N, -94°16'8.70"W) near the Cities of Fannett & Beaumont.

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]: Under permit SWG-2010-00198, the North Fork Taylors Bayou is to be widened to 200 feet top width on either side of SH 124. **The existing SH 124 bridge is composed of seven 20-ft spans. To accommodate the bayou widening, a bridge expansion will occur with one 60-ft span and four 50-ft spans.** The bridge supports at each section joint will include four 16-inch square concrete piles that will be driven. Bridge height above normal water surface will remain at approximately 12.5 feet. Taylor's Bayou at the bridge is being widened 250' upstream and 250' downstream from Hwy 124 from 100' wide to 220' wide. This project includes both the widening of the existing bridge as well as improvements to the bayou to ensure continued flow occurs.

The bayou widening is considered a part of the HUD funding. The entire project includes both the bayou widening as well as the bridge work. **This is a project which must include both to accomplish the improved drainage. At this time, the project no longer includes a bridge replacement but will include bridge reconstruction to alter the existing pilings which currently capture and stack up water in the bayou. This does not negatively impact the environmental review.**

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]: Taylor's Bayou, the receiving stream for intense rainfall that fell during Hurricane Harvey failed to function due to inadequate size across Highway 124 and an inadequate bridge access bridge that crosses the bayou. Since Highway 124 is elevated higher than the adjacent flood plains the flood waters are forced through the undersized bridge with excessive blockage caused by narrowly spaced supports. Due to the rising water caused by Highway 124 crossing, 48 of the 186 homes in the benefit area took on flood water from 6" to 2.5".

The following is included in the scope of this project:

- This Highway 124 project will enlarge the bayou under the highway and upgrade the existing bridge to represent less obstruction to flow and will greatly reduce the adverse impacts from the future storms such as Harvey. Taylor's Bayou at the bridge is being widened 250' upstream and 250' downstream from Hwy 124 from 100' wide to 220' wide. The Bayou is being widened only to one side that being to the northeast or towards Beaumont. **The main Taylor's Bayou channel will be widened by excavating a flat bottom at elevation -7.0'. The bottom widening will average 70'.** A 4'H to 1'V side slope will then be excavated up to ground level. The roadway ditches on each side of the road will only need worked to provide erosion control.
- A bridge extension/reconstruction is necessary to facilitate the widening of the North Fork Taylors Bayou in accordance with Jefferson County Drainage District No. 6's

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(DD6) permit # SWG-2010-00198. Under permit, the North Fork Taylors Bayou will be widened to 200 feet top width on either side of SH 124. Expansion and lengthening of the SH 124 bridge which may include demolition and reconstruction as necessary to accommodate the bayou widening.

Existing Conditions and Trends [24 CFR 58.40(a)]:

In December 2016, the County received approval from the USACE for improvements to drainage at Taylors Bayou. Various constrictions will be removed from within or near the North Fork of Taylors Bayou. This will involve excavating the channel in some locations by the removal of constrictions and existing spoil levees.

In order to improve flood prone conditions, DD6 proposes to modify the existing channel at Craigen Road, State Highway (SH) 124 (this project), Crystal Lakes, and from Interstate Highway (IH)-10 to the intersection with Green Pond Gully. At Craigen Road, SH 124, and from IH-10 to the intersection of Green Pond Gully, the modified channel will exhibit a bottom width of up to 200 feet and work efforts will involve relocating the existing levees a greater distance apart. Impacts to jurisdictional waters of the US (open water channel) are expected to equal 55.01 acres. All impacts will be to open water within the channel (See Sheets 21 thru 26 of 43, Appendix A of USACE permit #SWG-2010-00198). In the area of the Crystal Lakes, the current eastern levee will be moved 300 feet further east. This will allow for greater flow during rainfall events and also prevent Impacts to mature, forested wetlands located along the western levee. Additionally, widening of the channel will slow normal flow through the channel and forested wetlands and may be a benefit to the wetlands.

The North Fork Taylors Bayou (this project) averages 75 feet wide at the existing bridge crossing. The project is not anticipated to increase population densities or have any appreciable impact on area economic factors. However, the activities are expected to improve flow at the Bayou during significant storm events to prevent excessive flooding in the area. The activities to improve the bridge and the bayou were previously approved under USACE permit #SWG-2010-00198 (December 2016).

The existing SH 124 bridge is composed of seven 20-ft spans. Bridge height above normal water surface will remain at approximately 12.5 feet. **It is not possible to explain the need for the bridge extension without citing the proposed widening of the bayou channel, the project and associated costs addressed herein are in reference to improvement/extension of the bridge as well as the widening of the bayou.** No acquisition is planned for this project.

A letter dated May 18, 2021, was submitted to Terri Spencer, Grant Manager Community Development & Revitalization Texas General Land Office which indicates,

[a]fter soliciting an RFQ for engineering services, Jefferson County received a quote that was four times the current

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Engineering Services budget. After further review of the quotes and the construction budget it was determined that the project was significantly under-funded due to increasing costs. To address this deficit and to proceed with the project, the County in partnership with DD6 and TxDOT proposed the following changes to its GLO Representative, Terri Spencer on April 30, 2021:

1. Reduce the scope of the procured Engineering Services to design only
2. Develop an agreement with TxDOT for the drainage and bridge widening construction activities
3. Develop an agreement with DD6 to perform all grant-related duties

To accomplish the above actions, the County respectfully submits the following items for GLO review:

- a) Draft Inter-local Agreement between the County, TxDOT and DD6
- b) Budget Change request increasing the Taylor Bayou Bridge total budget to \$2,957,468.70 and reducing

The changes will not have an impact on the pending Environmental Review but will impact the construction schedule for the Taylor's Bayou Bridge project. If approved, the County will submit a revised schedule based upon the actual starting date of construction after the procurement of the contractor.

The scope of the project is not limited to reconstruction of the existing bridge to ensure continued flow at this location. It will include widening Taylor's Bayou to improve conditions for the bridge improvements. Construction will ensure consistency with the existing USACE permit # SWG-2010-00198 which will address the improvements to the bayou as well as the Nationwide permit #14 which will address the requirements associated with the bridge expansion.

The project activities for widening Taylor's Bayou have already been approved by USACE where wetland delineation, archaeology reviews, jurisdictional determination and associated with USACE Permit SWG-2010-00198 have been previously approved. Construction activities at the bridge and road fall under Nationwide permit 14 for linear road projects. A preconstruction notice was submitted to the USACE on 25 April 2019 in accordance with NWP 14 requirements. In accordance with the requirements of the permit, a request for extension of for the SWG-2010-00198 individual permit was submitted to USACE by the County 12/21.

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Funding Information

Grant Number	HUD Program	Funding Amount
GLO17-13642-P	CDBG	\$2,523,443.77
20-065-121-C408		
CDBG-DR Federal Award Number B-17-DM-48-0001		

Estimated Total HUD Funded Amount: \$2,523,443.77

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:

\$2,957,468.70 HUD, other funding may be added by Drainage District 6 and construction and oversight work by TXDoT. Values not known at the time of this evaluation. This is because bid estimates are significantly higher than the expected cost of the improvements. The following will impact the project funds but WILL NOT alter the scope of the current project.

According to a recent proposed an interlocal agreement between Jefferson County, DD6 and TxDOT the following is expected:

- DD6 will oversee the design and construction processes, executing these duties on behalf of and in the place of the County Engineer.
- TxDOT will cooperate with the County and its grant administrator Griffith Moseley Johnson & Associates, Inc. ("GMJ"), GLO and HUD to ensure its activities on the Project are carried out and completed in full compliance with all relevant HUD, CDBG-DR and GLO program requirements. These obligations include, but are not limited to, administrative duties and construction management duties. TxDOT will coordinate project activities with DD6 and County.
- TxDOT will execute procurement of the construction contractor, ensuring that all of GLO's and HUD's procurement requirements are satisfied.
- TxDOT will monitor and inspect construction and will review and process construction draw requests.
- No change in project scope is included in this breakdown.

No additional scope items are included in this funding. The project includes bridge reconstruction and bayou improvements – see project description for this environmental document.

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Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6		Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6			
Airport Hazards 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<p>The project is not within 15,000 feet of a military airport or 2,500 feet of a civilian airport. The project will facilitate drainage improvements at the North Fork Taylors Bayou which will be widened to 200 feet top width on either side of SH 124.</p> <p>The project site is separated from area Civilian Airfields by a distance of five (5) miles or greater. There are no military airfields located within Jefferson County, TX. The nearest military airfield, Ellington Field, located at Coast Guard Air Station Houston is situated approximately 56 miles to the West/Southwest of the project site. All airfields are well outside the minimum acceptable separation distances of 2,500 feet (civilian) and 15,000 feet (military).</p> <p>See associated worksheet with maps and data gathered from www.tollfreeairline.com, www.airnav.com, www.google.com, GoogleEarth, www.wikipedia.org, and www.militarybases.com. See Attachment 1</p>	
Coastal Barrier Resources Coastal Barrier Resources Act, as	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<p>The project site is located approximately 12 miles North of the nearest CBRS Unit – TX02P.</p>	

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amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]		See associated worksheet with maps taken from https://www.fws.gov/cbra/maps/index.html and Google Earth confirming locations. See Attachment 2.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project does not involve financial assistance for construction, rehabilitation, or acquisition of a mobile home, building, or insurable personal property and therefore does not require flood insurance. The project is located within a 100-year floodplain, zone A, according to FEMA Flood panel map 4803850245C, Revised 8/6/2002. See Attachment 3 and Attachment 10. The County participates in the NFIP. See Project Description and associated worksheet. See, Attachment 3.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project will involve expansion of an existing bridge – new construction of a public facility. The project will not have any impact on current air quality. Per EPA Greenbook dated 8/31/19, Jefferson County is not listed as non-attainment. See associated worksheet with data and map taken from https://www3.epa.gov/airquality/greenbook/map/mapnpoll.pdf . See also data taken from https://www.tceq.texas.gov/airquality/sip listing Jefferson County as either attainment or unclassifiable/attainment. USACE permit general conditions for permit SWG 2010-00198 under terms and conditions provides: “7. The permittee shall incorporate Best Management Practices into the project for the maintenance of air quality during and post-construction. Such measures should include, but are not limited to, the use of watering to reduce fugitive dust emissions.”

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		See Attachment 4.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<p>The project will involve expansion of an existing bridge and widening of the Taylor's Bayou. The project description and location were provided to GLO Coastal on July 23, 2019. Their review returned a "No Adverse Impact" response on July 26, 2019.</p> <p>See associated worksheet with attached correspondence along with project description and maps taken from http://www.glo.texas.gov along with the Google Earth KMZ shape file provided by Allison Buchtien of GLO Coastal. In addition, the site was submitted and received a Nationwide Permit and individual permit # SWG 2010-00198 where consistency was received for the purpose of the permit. If anything changes, consistent with the response letter of July 26, 2019, further consultation will occur with the appropriate contacts. An extension of the USACE Individual permit number SWG 2010-00198 was submitted to USACE on 10/21. If factors change significantly for the activities at Taylor's Bayou, further direction will be sought from consulted agencies. See Attachment 5.</p>
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<p>No nearby toxic, hazardous, or radioactive substances found that could affect the health and safety of project occupants or conflict with the intended use of the property. No presence of soil staining, stressed vegetation, leaking or corroded barrels, or Electrical Equipment that may contain PCB's are present at the site. The project will replace or improve an existing bridge with a longer span to accommodate a widening of the bayou channel in this area. A review of TCEQ central registry data reflects no hazardous waste facilities within 1 mile of the project area. A database search was conducted using zip code 77705 and 77622</p>

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		where the project area is located. See attached associated worksheet with confirmation from Environmental Specialist, C. Lee Sherrod, along with NEPA Assist Map (https://nepassisttool.epa.gov/nepassist/nep_amap.aspx) showing no EPA registered sites in the vicinity of the bridge, TCEQ Active Landfill Map (https://tceq.maps.arcgis.com) showing no active landfills in the vicinity of the bridge site, and TCEQ's Statewide List of all closed solid waste facilities (https://www.tceq.texas.gov/permitting/waste_permits/msw_permits/msw-data#historical) confirming there are no closed msw's in Jefferson County, TX. All demolition materials will be disposed of and managed consistent with state and federal solid waste regulations. If necessary testing for asbestos containing materials for construction demolition debris for portions of the bridge reconstruction should be conducted for this project consistent with state and federal requirements. See Attachment 6.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Taylor Bayou is in Jefferson County, Texas. It is formed by the <u>confluence</u> of the North Fork and the South Fork. Mayhaw Bayou flows into the South Fork. The headwaters of these streams are in western Jefferson County. LaBelle and Taylor Landing are small settlements near Taylor Bayou. The bayou flows east. Near Port Arthur, it is joined by the left tributaries Hillebrandt Bayou and Alligator Bayou. Thence are directed by canals into the Intracoastal Waterway, southwest of the Port of Port Arthur on Sabine Lake. Minimal clearing will occur with regard to the widening of the bayou. The area is maintained by the County to prevent obstructions at the bridge. The

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	<p>embankments are lined with field grasses, rag weed and understory. Few indigenous trees such as pin oak and cedar elms are located onsite where clearing is expected. No large trees were observed to be removed. All are saplings and young trees. Loose rocks are located under the bridge along the embankment. No bats or nesting birds were observed nesting.</p> <p>Under permit SWG-2010-00198, the North Fork Taylors Bayou will be widened to 200 feet top width on either side of SH 124. The project consists of the expansion of a bridge along an existing State Highway and widening of Taylor's Bayou. The evaluation area for the proposed bridge expansion and lengthening is approximately 300 feet by 50 feet along the existing bridge. The North Fork Taylors Bayou averages 75 feet wide at the existing bridge crossing. The bayou will be widened to 200 feet. According to the Natural Resource Conservation Service (NRCS), soils in the area include Simelake Clay, with 0 to 1 percent slopes. See photos in Attachment 16.</p> <p>No federally listed threatened or endangered species have been observed in the project area and there are no critical habitats within the project area.</p>
Threatened and Endangered Species Potentially Occur Jefferson, Texas	

Common Na	Scientific Na me	Federal	Habitat
		Status*	Present
Green sea turtle	<i>Chelonia mydas</i>	E,T	No
Kemp's Ridley sea turtle	<i>Lepidochelys kempili</i>	E	No
Hawksbill sea turtle	<i>Eretmochelys imbricata</i>	E	No
Leather back sea turtle	<i>Dermochelys coracea</i>	E	No

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Loggerhead turtle	<i>Caretta caretta</i>	T	No	
Piping plover	<i>Charadrius melanotos</i>	E,T	No	
Red knot	<i>Calidris canutus ru</i>	T	No	
West Indian manatee	<i>Trichechus manatus</i>	E	No	
Eastern Black Rail	<i>Laterallus jamaicensis</i>	T	No	
Monarch Butterfly	<i>Danaus plexippus</i>	Candidate	No	

* E - Endangered T - Threatened

The attached breakdown of endangered species from the TPWD Jefferson County T&E list reflects the possibility of mollusks and migratory birds being present at the project site. A condition for this work is a review of the work area prior to construction to ensure no impact to any wildlife in the area. The Texas Natural Diversity Database mapping and of studies for SGCN (Species of Greatest Conservation Need) mapping from data provided by TPWD was examined plotted and examined. As identified by the mapping provided, there are two study areas within 5 miles of the project site. This is the EOID 10621 for the plant awnless bluestem *Bothriochloa exaristata* ranked as G4 and S3. Another is the plant Alfisol Coastal Prairie (*Schizachyrium scoparium* - *Paspalum plicatulum* - *Sorghastrum nutans* - *Dichanthelium oligosanthes* - *Paspalum setaceum* - *Symphyotrichum pratense* Alfisol Grassland) G1 ranked. Neither plant habitat are consistent with the project area.

See, associated worksheet with initial USFWS IPAC Report dated October 19, 2021. An initial USFWS IPAC Report and Species Listing showing species (www.ecos.fws.gov/ipac/) dated September 12, 2019, as well as TPWD Department

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	<p>Maps and Species listing for Jefferson County reflect possible species in the area, however, due to the activities and BMPs incorporated into the project construction is not likely to impact threatened and endangered species.</p> <p>As required by the USACE SWG-2010-00198 as well as the Nationwide permit 14, mitigation activities will include prevention of impact to migratory birds in accordance with the Migratory Bird Treaty Act. While minimal vegetation clearing is expected, only enough to accommodate the expansion of the width of the Bayou by 200 ft, a review of the area including a review of the bridge conditions prior to any clearing and construction will occur to ensure no impact to nesting birds or potential bat populations. Scheduling for construction as well as a buffer will be established if nesting birds are discovered. Birds nests will not be removed while occupied and birds will be permitted to fledge prior to clearing.</p> <p>All reports indicate there are no critical habitats at the site. See also, endangered species memo signed by County Judge, confirming no presence of Endangered or Threatened species. All precautions will be taken to ensure no threatened, endangered, or migratory species are impacted by this project. The project will not involve any destruction of known habitats. Information taken from www.ebird.org shows no instances of threatened or migratory bird sightings in the area. If any threatened, endangered, or migratory species are encountered the contractor will cease construction until such time as all potential impacts are addressed. A site visit reflected no sightings of bird or bat colonies at the bridge.</p> <p>TPWD was not consulted directly for this</p>
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	<p>HUD NEPA review. USFWS and TPWD was consulted as a part of the individual permit and as a part of the PCN for the NWP 14 process - all documentation for which is included in the attachments. The site was reviewed by a biologist with Horizon Environmental (for the original individual permit and the initial investigative work for the ERR). As part of the USACE permitting process, TPWD is provided an opportunity to comment. The approval of these permits provides the basis for the compliance determination for this item.</p> <p>Mitigation measures will include checking sites for nests prior to construction avoiding construction disturbance from a minimum zone of 100 meters surrounding any raptor nest February 1 through July 15. Clearing vegetated areas for construction between March to August will include an examination prior to construction to ensure that no nests with eggs or young will be disturbed by construction. If any nests are discovered in vegetation or bare ground within at least 25' feet of occupied nests avoid disturbance until the eggs have hatched and the young have fledged.</p> <p>Industry specific mitigation measures will be applied to return the area to its original condition and precautions taken to maintain minimal disturbance within the construction area including best management practices to prevent construction runoff through berthing and silt fencing installed to prevent unintended capture of any species.</p> <p>Best management practices during construction to floodplain and preserve area natural values associated with coastal development.</p> <p>Open trenches will be monitored and covered after hours and any species found will be provided availability to leave the</p>
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		area. According to engineering plans, soil stabilization and/or revegetation of disturbed areas will be handled through seed stabilization materials consistent with area recommended native plants and grasses but that avoid invasive plants. See photos at Attachment 16. See Attachment 7.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project does not include a hazardous facility (a facility that mainly stores, handles or processes flammable or combustible chemicals such as bulk fuel storage facilities and refineries), nor does it include any of the following activities: development, construction, rehabilitation that will increase residential densities, or conversion. The project will involve the replacement and extension of an existing bridge on State Highway 124 in Jefferson County, TX. See associated worksheet.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project will involve the expansion of the bridge at SH124 and widening of Taylor's Bayou channel. It will not involve any conversion of agricultural lands. Soils include Simelake Clay – 0 to 1 percent slopes. See associated worksheet with maps and data taken from https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx showing there is no prime farmland in the vicinity of the project site. See Attachment 9.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	The whole of the project site, approximately six (6) acres, is situated in a FEMA Designated 100 Year Floodplain but is not designated as a Floodway, nor does the FEMA mapping reflect any portion located within the 500-year floodplain. This project is not considered a critical action item. See associated worksheet with FIRMETTE (4803850245C – 8/6/2002) and overlay of

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	<p>the Preliminary FIRM Map (48245C0275 F – 8/30/12 issued) taken from https://map1.msc.fema.gov on June 6, 2019, confirming the site is within a floodplain. The eight-step process has been conducted. Early Notice and Public Review of a Proposed Activity in a 100 Year Floodplain and Wetland was published in the July 9, 2019 edition of the Beaumont Enterprise, and the Final Notice and Public Explanation of a Proposed Activity in a 100-Year Floodplain or Wetland was published in the September 10, 2019 edition of the Beaumont Enterprise.</p> <p>Alternatives reviewed include: A review of the project area over the course of time has continued to reflect the Taylor's bayou bridge area as a significant bottleneck where water stacks up causing significant flooding downstream. While the drainage improvements would benefit, the bridge is a vital to area transportation, as such shutting it down is unacceptable. Moving the bridge to another location would require rerouting of roadways and related infrastructure, which would pose far greater a risk to the environment and far exceed available funding. Completely replacing the bridge was seriously considered as an alternative. This option included significant construction and environmental impact investigations that determined a new bridge would be too complex and impractical due to the infeasible rising construction costs which would extend time to complete. This would accompany logistical complications associated with interlocal approach to constructing a completely new bridge. While the proposed improvements support the County's overall flood management planning which has occurred over time since 2009 (resulting in USACE permit # SWG-</p>
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	<p>2010-00198), the final determination of this alternative is that bridge replacement would cost too much and would represent significant impact that may exceed the timeframe where funding is available. Hence bridge reconstruction has been selected as the property course of action for improving drainage in the bayou. With regard to the No Action Alternative [24 CFR 58.40(e)]: The non-action alternative is unacceptable due to overall risk to life and property that will continue to occur during major flooding events.</p> <p>The alternative selected was to reconstruct the existing bridge and expand Taylor's Bayou to accommodate for the amount of water traveling through the area during significant rain events. This will help to eliminate flooding in the area that causes risk of death and devastating impact to property.</p> <p>Due to the nature and purpose of the project, few practicable alternatives were available and no public comments or objections were received. See Attachment 10.</p>
<p>Historic Preservation</p> <p>National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>The proposed bridge extension area has been previously disturbed with road and bayou widening construction. No significant intact cultural materials are likely to be present in the bridge construction area.</p> <p>See record of THC E-Trac Submission (7/15/2018) plus correspondence stating that No Historic Properties Will Be Affected (9/09/2019), all vested Native America Tribes (8/05/2019), and Jefferson Co. Historic Commission (8/05/2019) with concurrence that no adverse effect is likely – filed under SHPO Consultation Tab. The archaeology comments included:</p> <ul style="list-style-type: none"> • No underwater archeological sites, historic shipwrecks, and/or significant remote-

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		<p>sensing targets present or affected. However, if buried cultural materials are encountered during construction or disturbance activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the THC's Archeology Division at 512-463-6096 to consult on further actions that may be necessary to protect the cultural remains.</p> <ul style="list-style-type: none"> • No historic properties present or affected. However, if buried cultural materials are encountered during construction or disturbance activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the THC's Archeology Division at 512-463-6096 to consult on further actions that may be necessary to protect the cultural remains. <p>In addition, the USACE, GLO and tribal the following tribes have been consulted: Alabama Coushatta Tribe of Texas, Alabama Quassarte Tribal Town, Apache Tribe of Oklahoma, Coushatta Tribe of Louisiana, Tonkawa Tribe of Indians of Oklahoma, Wichita and Affiliated Tribes of Oklahoma. Letters were sent to the Chief Elected Officers and THPO's of all tribes on August 5, 2019. No responses were received.</p> <p>See associated worksheet with map taken from https://atlas.thc.state.tx.us/Map showing project site and surrounding area as verification that no historic sites are in the vicinity of the project. See Attachment 11.</p>
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project does not involve a "noise sensitive use" such as new construction for residential use, rehabilitation of an existing residential property, or A research demonstration project which does not result

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		<p>in new construction or reconstruction, interstate, land sales registration, or any timely emergency assistance under disaster assistance provisions or appropriations which are provided to save lives, protect property, protect public health and safety, remove debris and wreckage, or assistance that has the effect of restoring facilities substantially as they existed prior to the disaster. There may be minor increases in ambient noise levels during construction, but these will be in the short term. The project will not result in any increases to current noise levels. substantially as they existed prior to the disaster. There may be minor increases in ambient noise levels during construction, but these will be in the short term. The project will not result in any increases to current noise levels.</p> <p>See associated worksheet with map taken from https://nepassisttool.epa.gov/nepassist/nepa_map.aspx See worksheet, Attachment 12</p>
<p>Sole Source Aquifers</p> <p>Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project will involve improvements to an existing drainage system. The site is not situated over a Sole Source Aquifer System.</p> <p>See associated worksheet with attached maps taken from https://epa.maps.arcgis.com and Google Earth showing location of project in relation to Texas and Louisiana Sole Source Aquifer Systems. See Attachment 13.</p>
<p>Wetlands Protection</p> <p>Executive Order 11990, particularly sections 2 and 5</p>	<p>Yes No</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>The North Fork Taylors Bayou is a relatively permanent water of the US and is included on the Galveston District's list of navigable waters to a point immediately upstream of SH 124.</p> <p>The bayou channel is designated a RIVERINE Feature by the US Fish and Wildlife Service. The associated widening of the channel is situated near areas</p>

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	<p>identified as Freshwater Forested Shrub Wetland.</p> <p>To ensure proper compliance with Executive Order 11990, the eight step process was initiated. The Early Notice was published in the July 9, 2019 edition of the Beaumont Enterprise, and the Final Notice was published in the September 10, 2019 edition of the Beaumont Enterprise. Due to the nature and purpose of the project, few practicable alternatives were available and no public comments or objections were received. Both the USACE and Coast Guard were contacted during the permitting process. USACE deferred to the Coast Guard, as the channel is considered navigable. The Coast Guard approved exemption requests on 08/10/20 and 07/21/20. This project falls under a previously permitted activity under SWG-2010-00198 for improvements to the bayou and the County will claim Nationwide permit 14 for the improvements to the bridge. Formal mitigation was included with the permit. Steps are included within the approved permit with mitigation which should be followed by the contractors, the county and the engineers. In accordance with the requirements of the permit, a request for extension of for the SWG-2010-00198 individual permit was submitted to USACE by the County 12/21. See attached permit and extension request.</p> <p>The eight-step process has been conducted. Early Notice and Public Review of a Proposed Activity in a 100 Year Floodplain and Wetland was published in the July 9, 2019 edition of the Beaumont Enterprise, and the Final Notice and Public Explanation of a Proposed Activity in a 100-Year Floodplain or Wetland was published in the September 10, 2019 edition of the Beaumont Enterprise.</p>
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	<p>Alternatives reviewed include: A review of the project area over the course of time has continued to reflect the Taylor's bayou bridge area as a significant bottleneck where water stacks up causing significant flooding downstream. While the drainage improvements would benefit, the bridge is a vital to area transportation, as such shutting it down is unacceptable. Moving the bridge to another location would require rerouting of roadways and related infrastructure, which would pose far greater a risk to the environment and far exceed available funding.</p> <p>Completely replacing the bridge was seriously considered as an alternative. This option included significant construction and environmental impact investigations that determined a new bridge would be too complex and impractical due to the infeasible rising construction costs which would extend time to complete. This would accompany logistical complications associated with interlocal approach to constructing a completely new bridge. While the proposed improvements support the County's overall flood management planning which has occurred over time since 2009 (resulting in USACE permit # SWG-2010-00198), the final determination of this alternative is that bridge replacement would cost too much and would represent significant impact that may exceed the timeframe where funding is available. Hence bridge reconstruction has been selected as the property course of action for improving drainage in the bayou. With regard to the No Action Alternative [24 CFR 58.40(e)]: The non-action alternative is unacceptable due to overall risk to life and property that will continue to occur during major flooding events.</p>
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		<p>The alternative selected was to reconstruct the existing bridge and expand Taylor's Bayou to accommodate for the amount of water traveling through the area during significant rain events. This will help to eliminate flooding in the area that causes risk of death and devastating impact to property.</p> <p>See associated worksheet with maps taken from and Google Earth, as well as tear sheets and correspondence, and Coast Guard Approval. See Attachment 14</p>	
<p>Wild and Scenic Rivers</p> <p>Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)</p>		<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Data gathered from the National Wild and Scenic Rivers System (www.rivers.gov) and the National Parks System's National Rivers Inventory (https://www.nps.gov/subjects/rivers/texas.htm) confirms there are no Wild and Scenic or Study Rivers in the vicinity of the project. The National Parks Service NRI List further indicates there are no study river segments in the whole of Jefferson County.</p> <p>See associated worksheet with maps and data listings taken from above referenced websites as well as locator maps from Google Earth. See Attachment 15.</p>
<p>ENVIRONMENTAL JUSTICE</p> <p>Environmental Justice</p> <p>Executive Order 12898</p> <p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>This is flood control project. The impact of the project will be beneficial for not only the County, but for area residents as completion of the work will lessen the chances of catastrophic flooding during future rain events. No additional ROW or easements are expected for this project at this time.</p> <p>See associated worksheet with map and associated area demographics taken from https://ejscreen.epa.gov/mapper/ See Attachment 16.</p>			

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Environmental Assessment Factors [24 CFR 58.40; Ref. 40 CFR 1508.8 &1508.27] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**

Impact Codes: Use an impact code from the following list to make the determination of impact for each factor.

- (1) Minor beneficial impact
- (2) No impact anticipated
- (3) Minor Adverse Impact – May require mitigation
- (4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	1	This is a flood control project that will alleviate flooding during future heavy rain and related disaster events. The project will be beneficial not only to the immediate project area, but will also assist those further downstream. Work will be in conformance with all area – local, state, and federal – regulations.
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	1	As a flood control project, the proposed work is designed to improve conditions associated with erosion, drainage, and storm water runoff. Contractors shall follow TCEQ requirements for erosion control material during the construction phase of the project. Once completed work will be beneficial to the area. Soils in the area include Simelake clay, 0 to 1 percent slopes.
Hazards and Nuisances including Site Safety and Noise	2	<p>There will be no direct or indirect impact to the surrounding area concerning site safety and noise. The project involves replacement and extension of an existing bridge, and as such is not a noise sensitive use.</p> <p>Potential noise could be generated by the equipment and machinery used during construction (i.e. power equipment and trucks), but this noise will be in the short term. There will be no resulting increase in current ambient noise levels once the project is completed.</p>

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Energy Consumption	2	Since the project not anticipated to result in an increase in population density, no increase in energy consumption levels is anticipated.
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Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns	2	No change in employment or income patterns for Jefferson County is expected based on the removal and extension of the existing bridge span or related widening of the bayou.
Demographic Character Changes, Displacement	2	No change in the demographic character of the County is anticipated as there will be no displacement of citizens associated with the removal and extension of the existing bridge or widening of the bayou channel.

Environmental Assessment Factor	Impact Code	Impact Evaluation
COMMUNITY FACILITIES AND SERVICES		
Educational and Cultural Facilities	2	No educational or cultural facilities are located within the project area or the immediate vicinity thereof.
Commercial Facilities	2	The project is not anticipated to have any long term impacts on commercial facilities in Jefferson County.
Health Care and Social Services	2	There are no medical facilities located in the immediate project area. Apart from improving access to and from the area, the project will have no impact on existing medical facilities located throughout Jefferson County.
Solid Waste Disposal / Recycling	2	There will be no impact on the collection of solid waste, recycling procedures, or waste disposal as a result of the bridge removal and extension or related widening of the bayou channel. The responsible project contractor will be tasked with disposal of construction materials through approved methods and at an approved site consistent with state and federal solid waste disposal requirements.
Waste Water / Sanitary Sewers	2	The project is not anticipated to have any effect on existing wastewater collection systems.
Water Supply	2	The project will not impact the area water supply.
Public Safety - Police, Fire and	1	The project will improve access for emergency services to and from the area by decreasing the chances of flooding in

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Emergency Medical		the vicinity of the SH 124 bridge. In the event that construction blocks area traffic, the responsible contractor will bear the responsibility of alerting emergency response units. These interruptions will be carefully scheduled and will be temporary in nature. Once completed, access to and from the area will be vastly improved.
Parks, Open Space and Recreation	2	No parks, open spaces, or recreation areas will be impacted by this project. All work will take place within the existing footprint of the existing bridge and associated rights of way.
Transportation and Accessibility	1	The project will provide safer access to and from the area for all residents and emergency services. Again, in the event that construction blocks area traffic, the responsible contractor will bear the responsibility of alerting emergency response units. These interruptions will be carefully scheduled and will be temporary in nature. Construction activities at the bridge fall under Nationwide permit 14 for linear road projects. A preconstruction notice was submitted to the USACE on 25 April 2019 in accordance with NWP 14 requirements.

Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources	2	The project is not anticipated to negatively impact any natural features or water resources.
Vegetation, Wildlife	2	No protected vegetation or wildlife exists within the project area.
Other Factors	N/A	

Additional Studies Performed: Wetland delineation, studies associated with USCOE Permit SWG-2010-00198. An open records request was submitted to USCOE on May 13, 2021. A denial letter indicating there is no information readily available for permit number SWG-2010-00198.

Field Inspection (Date and completed by): August 14, 2019 by Doug Canant and Latrice Hertzler 1/15/21.

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]: State Historical Preservation Officer, Jefferson County Historical Commission, Native American Tribes with Local Interests,

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USDA Natural Resources Conservation Service, Texas Parks and Wildlife Department, US Fish & Wildlife Department, Texas Commission on Environmental Quality, US Coast Guard, US Army Corps of Engineers, Federal Emergency Management Agency, National Wild & Scenic Rivers System, National Park Service's National Rivers Inventory System, Texas Water Development Board, Texas General Land Office Coastal Office.

List of Permits Obtained: USACE Section 10/404 Permit # SWG-2010-00198 – see permitted plans for channel improvements Sheet 34 of 64 of permit in this packet. In order to construct, the County is claiming Nationwide permit #14 (See Preconstruction notice 04/25/19.) In accordance with the requirements of the permit, a request for extension of for the SWG-2010-00198 individual permit was submitted to USACE by the County 12/21.

Section 9, US Coast Guard Permit # Exemption from Surface Transportation Assistance Act received 07/21/20. Exemption approval from navigational lighting requirements was received 09/10/20.

TXDoT will be managing construction and obtain other permits per letter 07/10/19. See Interlocal Agreement and/or AFA with project description section of this ERR document.

Public Outreach [24 CFR 50.23 & 58.43]: Letters submitted to the Office of Planning & Coordination Enforcement Division of the US EPA, Jefferson County Environmental Control, Texas General Land Office Natural Resource Specialist, Texas Commission on Environmental Quality, Texas USDA Natural Resources Conservation Service, Southeast Texas Regional Planning Commission, Texas Historical Commission Archeological Division, Federal Emergency Management Agency, Jefferson County Historical Commission, all Native American Tribes identified by HUD as having a vested interest in Jefferson County.

Three publications were conducted for this project.

As required by Executive Order 11988 and 11990, in accordance with HUD regulations at 24 CFR 55.20 Subpart C, Procedures for Making Determinations on Floodplain Management and Protection of Wetlands, the eight-step process has been conducted. **Early Notice and Public Review of a Proposed Activity in a 100 Year Floodplain and Wetland** was published in the July 9, 2019 edition of the Beaumont Enterprise, and the **Final Notice and Public Explanation of a Proposed Activity in a 100-Year Floodplain or Wetland** was published in the September 10, 2019 edition of the Beaumont Enterprise. No comments were received.

A Combined Notice of Finding of No Significant Impact and Intent to Request Release of Funds was published in accordance with HUD regulations for a project identified as an Environmental Assessment. The publication was placed in the **Beaumont Enterprise** on

for a 15-day comment period.

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Cumulative Impact Analysis [24 CFR 58.32]: The project is necessary as a component for drainage relief. The project will involve increasing the width of Taylor's Bayou for 500 feet and reconstruction of the existing bridge to accommodate for the drainage improvements in the bayou.

The widening of the bayou will extend from 250 feet upstream from Hwy-124 to 250 feet downstream from Hwy-124. The Bayou width currently averages 100 feet through this stretch and will be increased to 220 feet wide. The widening will be accomplished by excavating material from the northeast side of the bayou and hauling it away to an upland fill site. An average of 70 feet of additional flat bottom will be excavated at elevation -7.0, and a 4H:1V side slope will be excavated up to ground level. The bayou will not be made deeper, only wider. The wider bayou will require changes in length to the bridge.

This Highway 124 project will enlarge the bayou under the highway and upgrade the existing bridge to represent less obstruction to flow and will greatly reduce the adverse impacts from the future storms such as Harvey.

The successful contract bidder will be responsible for the excavation in the highway right-of-way. Jefferson County will enter into an interlocal agreement with Jefferson County Drainage District No. 6 for the execution outside of the highway right-of-way. There are an estimated 7,000 cubic yards of excavation in the highway right-of-way and 21,900 cubic yards outside of the highway right-of-way. Once the channel has been excavated and shaped, all disturbed surfaces will be seeded with hydromulch seed.

Construction activities at the bridge for reconstruction to accommodate for the improved drainage fall under Nationwide permit 14 for linear road projects. A preconstruction notice was submitted to the USACE on 25 April 2019 in accordance with NWP 14 requirements. An extension request for USACE individual permit # SWG-2010-00198 was submitted to USACE on 12/21 to complete the project construction at Taylors Bayou on SH 124.

Overall, the proposed flood-control actions throughout the county are projected to remove 51,000 acres from the calculated 100-year flood plain, within which 17,040 acres of the FEMA 100-year flood zone exist. As stated previously, it is possible, though unlikely, that isolated wetlands within the FEMA 100-year flood zone could be removed from jurisdiction if a landowner or developer pursued a lengthy and difficult map revision process with the FEMA. NWI-designated wetlands within the FEMA area total 2433.32 acres. Of that total, those wetland or aquatic habitats that would still be considered abutting and hydrologically connected to or adjacent to "waters of the US" are eliminated from consideration, as those would remain jurisdictional regardless of the FEMA flood zone boundary. Additionally, within the lower watershed (generally south of SH 73 and east of LaBelle Road) the FEMA flood zone is based on storm surge and could not be altered by the proposed project. Therefore, the resultant isolated wetlands and aquatic habitat that could potentially be secondarily affected by flood plain reduction would be very minimal. Potential impacts could include 22.35 acres of high-quality

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forested wetlands, 1.14 acres of high-quality herbaceous wetlands, 48.65 acres of medium-quality herbaceous wetlands, and 21.15 acres of low-quality herbaceous wetlands.

Various constrictions will be removed from within or near the North Fork of Taylors Bayou. This will involve excavating the channel in some locations by the removal of constrictions and existing spoil levees. Many of the activities have already been completed for this area. Mitigation banking has been completed. Taylor's Bayou was included in DD6's proposal to modify the existing channel at Craigen Road, State Highway (SH) 124 (this project), Crystal Lakes, and from Interstate Highway (IH)-10 to the intersection with Green Pond Gully. At Craigen Road, SH 124, and from IH-10 to the intersection of Green Pond Gully, the modified channel will exhibit a bottom width of up to 200 feet and work efforts will involve relocating the existing levees a greater distance apart. Impacts to jurisdictional waters of the US (open water channel) are expected to equal 55.01 acres. All impacts will be to open water within the channel.

The overall mitigation plan for the USACE permit #SWG-2010-00198 will consist primarily of on-site components. Mitigation efforts work to mimic the natural conditions found in adjacent non-impacted areas. This mitigation effort will provide a 7:1 mitigation ratio for impact to high-quality forested wetlands, 5:1 for high-quality herbaceous and medium-quality forested wetlands, 3:1 for low-quality forested and medium-quality herbaceous wetlands, and 2:1 for open water and low-quality herbaceous wetlands. Potential secondary Impacts within the FEMA 100-year floodplain will be mitigated at a 1:1 ratio since those impacts are very unlikely to occur.

Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]

1. A review of the project area over the course of time has continued to reflect the Taylor's bayou bridge area as a significant bottleneck where water stacks up causing significant flooding downstream. The bridge is a vital to area transportation, as such shutting it down is unacceptable. Moving the bridge to another location would require rerouting of roadways and related infrastructure, which would pose far greater a risk to the environment and far exceed available funding.
2. Completely replacing the bridge was seriously considered as an alternative. This option included significant construction and environmental impact investigations that determined a new bridge would be too complex and impractical due to the infeasible rising construction costs which would extend time to complete. This would accompany logistical complications associated with interlocal approach to constructing a completely new bridge. While the proposed improvements support the County's overall flood management planning which has occurred over time since 2009 (resulting in USACE permit # SWG-2010-00198), the final determination of this alternative is that bridge replacement would cost too much and would represent significant impact that may exceed the timeframe where funding is available.

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No Action Alternative [24 CFR 58.40(e)]: The non-action alternative is unacceptable due to overall risk to life and property that will continue to occur during major flooding events.

Summary of Findings and Conclusions:

Taylor's Bayou, the receiving stream for intense rainfall that fell during Hurricane Harvey failed to function due to inadequate size across Highway 124 and an inadequate bridge access bridge that crosses the bayou. Since Highway 124 is elevated higher than the adjacent flood plains the flood waters are forced through the undersized bridge with excessive blockage caused by narrowly spaced supports. Due to the rising water caused by Highway 124 crossing, 48 of the 186 homes in the benefit area took on flood water from 6" to 2.5".

Since it is not possible to explain the need for the bridge extension without citing the proposed widening of the bayou channel, the project and associated costs addressed herein are in reference to improvement/extension of the bridge as well as the widening of the bayou.

Construction activities will facilitate the removal of constrictions from within or near the North Fork of Taylors Bayou. This supports excavating the Taylor's Bayou channel and reconstructing the Highway 124 bridge to open flow. The existing SH 124 bridge is composed of seven 20-ft spans. Bridge height above normal water surface will remain at approximately 12.5 feet. The modified channel of Taylor's Bayou will exhibit a bottom width of up to 200 feet and work efforts will involve relocating the existing levees a greater distance apart. Impacts to jurisdictional waters of the US (open water channel) are expected to equal 55.01 acres. All impacts will be to open water within the channel. A 4'H to 1'V side slope will then be excavated up to ground level. The roadway ditches on each side of the road will only need worked to provide erosion control.

The project activities for widening Taylor's Bayou have already been approved by USACE where wetland delineation, archaeology reviews, jurisdictional determination and associated with USACE Permit SWG-2010-00198 have been previously approved. Construction activities at the bridge and road fall under Nationwide permit 14 for linear road projects. A preconstruction notice was submitted to the USACE on 25 April 2019 in accordance with NWP 14 requirements.

Section 9, US Coast Guard Permit # Exemption from Surface Transportation Assistance Act was received 07/21/20, and exemption approval from navigational lighting requirements was received 09/10/20. TXDoT will be managing bridge reconstruction and obtain other permits per letter 07/10/19. See Interlocal Agreement with project description section of this ERR document.

A review of all NEPA items using readily available applicable information (attached hereto) reflects these activities will have no significant impact on the environment. However, mitigation is required in association with the individual and nationwide permit associated with wetland and floodplain impact. It also requires construction mitigation for controlling dust, contacting THC if any artifacts are discovered during construction, contact USACE if any conditions change,

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review the area for threatened and endangered species (T&E) and examine the site before and monitor during construction for T&E, bats and migratory birds – contacting USFWS/TPWD if encountering T&E, use scheduling to prevent impact to wildlife, manage traffic during construction, and ensure proper disposal and management of solid waste resulting from construction activities.

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

No acquisition is planned for this project.

In consideration of both environmental and economic factors, the proposed work presents the best courses of action for the County and its residents. All work will be in accordance with Local, State, and Federal guidelines concerning floodplain and wetland protection procedures.

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

Law, Authority, or Factor	Mitigation Measure
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	This project includes formal mitigation which was approved by the USACE on October 17, 2016. See Mitigation Plan for improvements to Taylor's Bayou below for SWG-2010-00198 General Conditions and Special Conditions. Also see preconstruction notification for NWP 14 for bridge improvements. Contractors should be responsible for ensure wetland protection.
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	USACE permit general conditions for permit SWG 2010-00198 under terms and conditions provides: "The permittee shall incorporate Best Management Practices into the project for the maintenance of air quality during and post-construction. Such measures should include, but are not limited to, the use of watering to reduce fugitive dust emissions." Contractors should be responsible for ensuring consistency with clean air requirements for

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<p>SWG-2010-00198 General Conditions and Special Conditions</p>	<p>Jefferson County.</p> <p>General Conditions</p> <p>1. The time limit for completing the work authorized ends on 31 December 2021. If it is found that more time to complete the authorized activity is needed, submit request for a time extension to USACE office for consideration at least one month before the above date is reached.</p> <p>2. Maintain the activity authorized by permit in good condition and in conformance with the terms and conditions of the permit. The County is not relieved of this requirement if it abandons the permitted activity, although the County may make a good faith transfer to a third party in compliance with General Condition 4 below. Should they wish to cease to maintain the authorized activity or should desire to abandon it without a good faith transfer, obtain a modification of this permit from the USACE office, which may require restoration or the area.</p> <p>3. If any previously unknown historic or archeological remains are discovered while accomplishing the activity authorized by this permit, immediately notify USACE office of what is found. USACE will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.</p> <p>4. If the property associated with the permit is sold, obtain the signature of the new owner where appropriate on the forms provided and send a copy to the USACE office to validate the transfer of the authorization.</p> <p>5. If a conditioned water quality certification has been issued for your project, comply with the conditions specified in the certification as special conditions 10 this permit.</p> <p>6. Allow representatives from USACE office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.</p> <p>Special Conditions:</p> <p>1. The permittee understands and agrees that if future operations by the United States require the removal, relocation, or other alteration or the structure or work</p>
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herein authorized, or if, in the opinion or the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. All construction of mitigation, including planting, must be complete within 6 months of completion of that phase of the project, i.e., the Needmore Diversion Channel. The permitted will notify the Corps of Engineers (Corps), Chief of Compliance Branch, Galveston District, Regulatory Division, in writing, when the work begins in jurisdictional areas. Monitoring and maintenance will proceed according to each of the mitigation plans.

3. The mitigation success criteria, as indicated in the mitigation plans included in Attachment [15 of ERR] 1 and Attachment 2, must be achieved for the mitigation requirement to be considered complete.

4. Should mitigation be determined to be unsuccessful by Corps personnel to the end of the monitoring period, the permittee will be required to take necessary corrective measures, as approved by the Corps. Once the corrective measures are completed, the permittee will notify the Corps and a determination will be made regarding success of the mitigation.

5. The mitigation sites, including the Green Pond areas under the mitigation plan and the balance of the Spindletop Mitigation area, must be conveyed to a conservation easement prior to the start of construction within jurisdictional areas (if the property is not already protected by such easement). The Corps must approve the conservation easement prior to its execution. A copy of the conservation easement must be provided to the Corps within 90 days of its filing with Jefferson County.

7. The permittee shall incorporate Best Management Practices into the project for the maintenance of air quality during and post-construction. Such measures should include, but are not limited to, the use of watering to reduce fugitive dust emissions.

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	<p>8. The permittee will preserve the 37-acre parcel of mixed forested wetlands and uplands adjacent to the existing preservation area, in perpetuity, through the execution of a conservation easement for the property. The permittee shall adhere to coordination and reporting provision for the addition in accordance with Special Condition 5.</p> <p>9. The permitted will notify the Corps of the date construction within jurisdictional areas will begin, in writing, prior to the commencement of work within jurisdictional areas.</p> <p>10. The conservation easement providing legal protection in perpetuity for the offsite mitigation tract must be executed with a designated third party and filed with Jefferson County within 6 months after the permit is counter signed by the Corps. The language of the conservation easements shall be submitted to the Corps, Concurrence from the Corps must be received in writing prior to execution of the conservation easements. A notarized copy of the conservation easement shall be submitted to the Corps within 30 days of their filing with Jefferson County.</p> <p>11. The permittee's responsibility to complete the required compensatory mitigation as set forth in the Compensatory Mitigation Plan, will not be considered fulfilled until the conservation easement has been filed and executed, the performance standards met, the monitoring requirements fulfilled, and the permittee has received written verification from the Corps.</p> <p>The County and contractors should be responsible for ensure consistency with USACE SWG-2010-00198 and Nationwide Permit 14.</p> <p>The Individual Permit USACE SWG-2010-0019 was submitted to USACE in October 2021 for an extension request as the permit was due to expire on 12/31/21. A copy of the approved extension request when obtained from USACE must be added to the packet to ensure ongoing commitment to permit requirements.</p>
USACE Nationwide Permit 14	See attached general conditions for USACE Nationwide Permit. County and Contractors should be responsible for ensuring consistency with Nationwide Permit 14 for linear road projects.

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Endangered Species

Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402

As required by the USACE SWG-2010-00198 as well as the Nationwide permit 14, mitigation activities will include prevention of impact to migratory birds in accordance with the Migratory Bird Treaty Act. While minimal vegetation clearing is expected, only enough to accommodate the expansion of the width of the Bayou by 200 ft, a review of the area including a review of the bridge conditions prior to any clearing and construction will occur to ensure no impact to nesting birds or potential bat populations. Scheduling for construction as well as a buffer will be established if nesting birds are discovered. Birds nests will not be removed while occupied and birds will be permitted to fledge prior to clearing.

All precautions will be taken to ensure no threatened, endangered, or migratory species are impacted by this project. The project will not involve any destruction of known habitats. Information taken from www.ebird.org shows no instances of threatened or migratory bird sightings in the area. If any threatened, endangered, or migratory species are encountered the contractor will cease construction until such time as all potential impacts are addressed.

Mitigation measures will include checking sites for nests prior to construction avoiding construction disturbance from a minimum zone of 100 meters surrounding any raptor nest February 1 through July 15. Clearing vegetated areas for construction between March to August will include an examination prior to construction to ensure that no nests with eggs or young will be disturbed by construction. If any nests are discovered in vegetation or bare ground within at least 25' feet of occupied nests avoid disturbance until the eggs have hatched and the young have fledged.

Industry specific mitigation measures will be applied to return the area to its original condition and precautions taken to maintain minimal disturbance within the construction area including best management practices to prevent construction runoff through berthing and silt fencing installed to prevent unintended capture of any species.

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	<p>Best management practices during construction to floodplain and preserve area natural values associated with coastal development.</p> <p>Open trenches will be monitored and covered after hours and any species found will be provided availability to leave the area. According to engineering plans, soil stabilization and/or revegetation of disturbed areas will be handled through seed stabilization materials consistent with area recommended native plants and grasses but that avoid invasive plants.</p> <p>Contractors should be responsible for ensuring consistency with Threatened & Endangered Species mitigation.</p>
Historic Preservation	<p>No underwater archeological sites, historic shipwrecks, and/or significant remote-sensing targets present or affected. However, if buried cultural materials are encountered during construction or disturbance activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the THC's Archeology Division at 512-463-6096 to consult on further actions that may be necessary to protect the cultural remains.</p> <p>No historic properties present or affected. However, if buried cultural materials are encountered during construction or disturbance activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the THC's Archeology Division at 512-463-6096 to consult on further actions that may be necessary to protect the cultural remains.</p> <p>Contractors should be responsible for ensuring consistency with Historic Preservation mitigation</p>
Traffic Controls	<p>In the event that construction blocks area traffic, the responsible contractor will bear the responsibility of alerting emergency response units. These interruptions will be carefully scheduled and will be temporary in nature. Contractors and County should be responsible</p>

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	for ensure traffic controls are implemented in accordance with TXDoT and County requirements.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	All demolition materials will be disposed of and managed consistent with state and federal solid waste regulations. If necessary, testing for asbestos containing materials for construction demolition debris for portions of the bridge reconstruction should be conducted for this project consistent with state and federal requirements. County and contractors will be responsible to ensure all disposal of waste is handled and managed in accordance with state and federal solid waste disposal requirements.

Determination:

Finding of No Significant Impact [24 CFR 58.40(g)(1); 40 CFR 1508.27]
 The project will not result in a significant impact on the quality of the human environment.

Finding of Significant Impact [24 CFR 58.40(g)(2); 40 CFR 1508.27]
 The project may significantly affect the quality of the human environment.

Preparer Signature:  Date: 02/02/22

Latrice Hertzler, Environmental Reviewer
 Name/Title/Organization: GM&J, Inc.

Certifying Officer Signature:  Date: 2-8-2022

Name/Title: Jeff Branick, County Judge

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

**AGENDA ITEM****February 08, 2022**

Consider, possibly approve and authorize payment for Annual Membership Dues for FYE 2022 to TEX-21, pursuant to TEX-21 Bylaws.



2022 TEX-21 Officers

Gary Fickes Chair Tarrant County	Chris Brown Vice Chair Ark-Tex COG	Tom Whitten Vice Chair Bowie County	Chris Hill Vice Chair Collin County	Adam McGough Vice Chair City of Dallas
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2022 VOTING MEMBERS:

ALLEN * Ken Fulk
ARK-TEX COG * Chris Brown
BOWIE COUNTY * Tom Whitten
CAPITAL METRO * Randy Clarke
CCRTA * Jorge Cruz-Aedo
CHILDRESS COUNTY * Jay Mayden
COLLEYVILLE * Richard Newton
COLLIN COUNTY * Chris Hill
COPPELL * Karen Hunt
CROCKETT EDC * James Gentry
DALLAS * Adam McGough
DALLAS AREA RAPID TRANSIT * David Leininger
DALLAS COLLEGE * Justin Lonon
DALLAS COUNTY * Theresa Daniel
DECATUR * Martin Woodruff
DENISON * Janet Gott
EAGLE PASS * Ivan Morua
FARMERSVILLE * Ben White
GRANBURY * Nin Hulett
HASLET * James Quin
HOPKINS COUNTY * Robert Newsom
HOUSTON METRO * Tom Lambert
IRVING * Rick Stopfer
KAUFMAN * Jeff Jordan
LANCASTER * Opal Mauldin-Jones
MANSFIELD * Joe Smolinski
MCGREGOR * Kevin Evans
MONT BELVIEU * Nathan Watkins
MOUNT PLEASANT * Ed Thatcher
MOUNT VERNON * Teresia Wims
RICHARDSON * Don Magner
ROCKWALL * Jim Pruitt
ROCKWALL COUNTY * David Sweet
SEAGOVILLE * Patrick Stallings
SHERMAN * Robby Hefton
SULPHUR SPRINGS * Marc Maxwell
SULPHUR SPRINGS HOPKINS COUNTY EDC
* Roger Feagley
TARRANT COUNTY * Gary Fickes
TEXARKANA * Bob Bruggeman
TITUS COUNTY * Brian Lee
TRINITY METRO * Robert Baulsir
TYLER COUNTY * Martin Nash
VIA METRO * Jeffrey Amdt
WEATHERFORD * James Hotopp
WILMER * Rona Stringfellow
WYLIE * Chris Holsted

2020 ASSOCIATE MEMBERS:

AAA TEXAS * Anne O'Ryan
DANNENBAUM ENGINEERING * Johan Pettersson
R.K. HALL CONSTRUCTION * Robert Hall
TEXAMERICAS CENTER * Scott Norton

2020 RESOURCE AGENCIES:

SW ARKANSAS PLANNING & DEVELOPMENT DISTRICT * Renee Dycus
TEXAS SOUTHERN UNIVERSITY * Carroll Robinson
TEXAS TRANSPORTATION INSTITUTE * Greg Winfree

Theresa Daniel Vice Chair Dallas County	Chris Coffman Vice Chair City of Granbury	Tom Lambert Vice Chair Houston METRO	Jeffrey Arndt Vice Chair VIA Metropolitan Transit	Carol Strain-Burk Treasurer City of Lancaster
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January 28, 2022

RE: FYE 2022 JEFFERSON COUNTY TEX-21 MEMBERSHIP DUES STATEMENT, PURSUANT TO TEX-21 BYLAWS

FYE 2022 membership dues are payable upon receipt. We appreciate your membership in TEX-21. Please find the FYE 2022 TEX-21 invoice for your dues below. Please remit your payment as soon as possible. Checks should be made payable to TEX-21, Attn: D'Lynn Irby and sent to 2208 Routh Street Dallas, Tx 75201.

<u>Date</u>	<u>Membership</u>	<u>Annual Dues</u>
January 28, 2022	Annual Membership Dues for FYE 2022 (October 1, 2021 – September 30, 2022)	\$20,000

2022 Annual Membership Dues:	\$20,000
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*Please Remit to: **TEX-21**
Attn: D'Lynn Irby
2208 Routh Street
Dallas, TX 75201

*Transmitted via email



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

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

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

February 3, 2022

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

Gentlemen:

Enclosed is the Investment Schedule as of December 31st, 2021, including interest earnings.

The 90 day Treasury discount rate on December 31st, 2021 was 0.06% and the interest on your checking accounts for the month of December was 0.16%

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

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

This should be on the agenda for February 8th, 2022, to be received and filed.

Sincerely,

Charlie Hallmark CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for December, 2021, including the year to date total earnings on County funds.

**JEFFERSON COUNTY
MONTH END DECEMBER, 2021 INVESTMENT SCHEDULE**

**DECEMBER 2021, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED**

This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 22560.5, The Public Funds Investment Act. The investment portfolios of Jefferson County comply with the strategies in the [Jefferson County Investment Policy and Procedures](#).

Charlie Hallmark, Jefferson County Investment Officer

Jefferson County
Investment Policy and Procedures

FISCAL YEAR 2021-2022

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	0.050%	\$17,244.34	0.160%	\$0.00	0.000%
NOVEMBER	0.050%	\$19,028.99	0.160%	\$0.00	0.000%
DECEMBER	0.060%	\$20,377.61	0.160%	\$0.00	0.000%
JANUARY	0.000%	\$0.00	0.160%	\$0.00	0.000%
FEBRUARY	0.000%	\$0.00	0.160%	\$0.00	0.000%
MARCH	0.000%	\$0.00	0.160%	\$0.00	0.000%
APRIL	0.000%	\$0.00	0.160%	\$0.00	0.000%
MAY	0.000%	\$0.00	0.160%	\$0.00	0.000%
JUNE	0.000%	\$0.00	0.160%	\$0.00	0.000%
JULY	0.000%	\$0.00	0.160%	\$0.00	0.000%
AUGUST	0.000%	\$0.00	0.160%	\$0.00	0.000%
SEPTEMBER	0.000%	\$0.00	0.160%	\$0.00	0.000%
ANNUAL TOTALS		\$56,650.94		\$0.00	\$56,650.94

BEAUMONT

TEXAS

February 1, 2022

PEPE DOMINGUEZ
JEFFERSON COUNTY ENGINEERING
1149 PEARL 5TH FL
BEAUMONT TX 77701

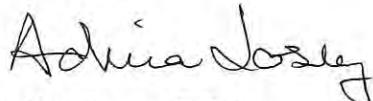
ETJ plat

Dear Mr. Dominguez:

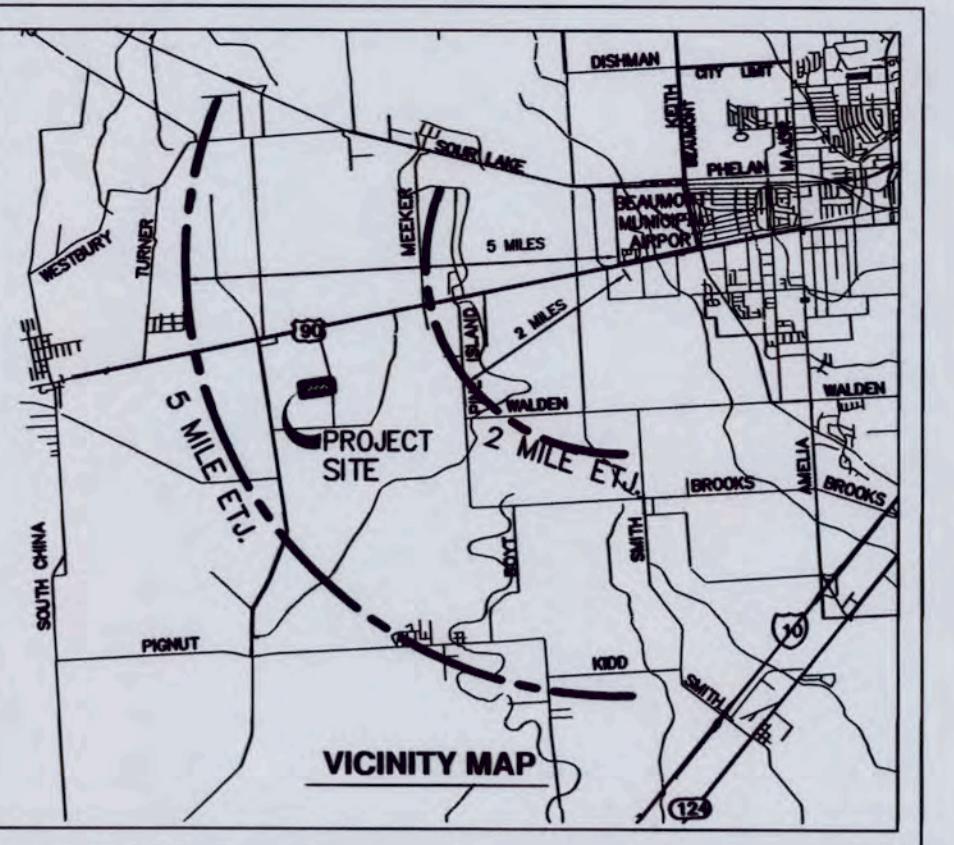
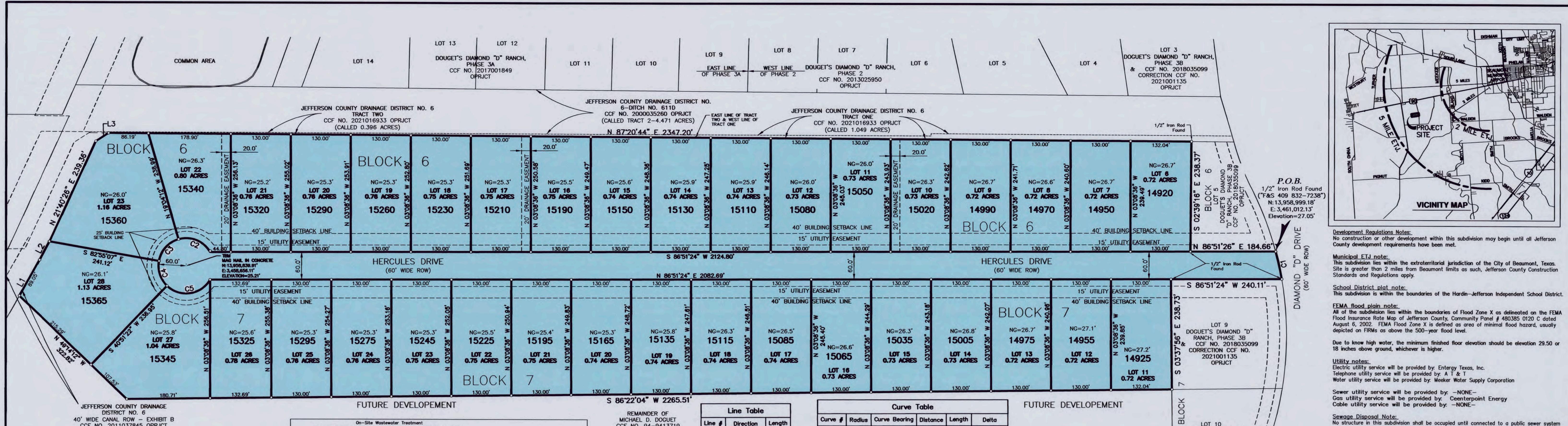
Please see the attached Plat of Doguet's Diamond D Ranch, Phase 7. This plat is located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and was therefore submitted to my office under the "one stop" agreement with the county. Please place this plat on the County Commissioner's agenda at your earliest convenience.

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

Thank you,



Adina Josey, CFM
Senior Planner



Development Regulations Note:
No construction or other development within this subdivision may begin until all Jefferson County development requirements have been met.

Municipal ETJ note:
This subdivision is within the extraterritorial jurisdiction of the City of Beaumont, Texas. Site is greater than 2 miles from Beaumont limits as such, Jefferson County Construction Standards and Regulations apply.

School District plot note:
The subdivision is within the boundaries of the Hardin-Jefferson Independent School District.

FEMA Flood plain note:
All of the subdivision lies within the boundaries of Flood Zone X as delineated on the FEMA Flood Insurance Rate Map of Jefferson County, Community Panel # 480385 0120 C dated August 6, 2002. FEMA Flood Zone X is defined as area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.

Due to high water, the minimum finished floor elevation should be elevation 29.50 or 18 inches above ground, whichever is higher.

Utility notes:
Electric utility service will be provided by Entergy Texas, Inc.
Telephone utility service will be provided by A T & T.
Water utility service will be provided by Meeker Water Supply Corporation.

Sewer utility service will be provided by -NONE-
Gas utility service will be provided by -Cenertone Energy
Cable utility service will be provided by -NONE-

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 an individual water supply or state approved community water system.

Water Supply Note:
No structure in this subdivision shall be occupied until the structure has a customer service inspection performed by Meeker MWD Operator/Rep.

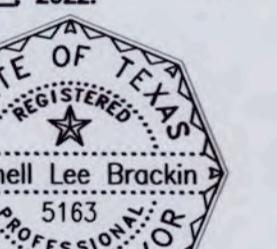
Water tap for each residence to be installed by Meeker Municipal Water District.

Meeker Water Supply Corporation, an approved public water supply system, has adequate quantity and quality to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

Sally Kinney
Meeker Municipal Water District

Drainage Easement Note: All drainage easements shown herein shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of the drainage facilities. Easements shown herein include the right to trim or remove all trees and shrubs on or overhanging Drainage Outfall Channel R.O.W.s will be deeded to Jefferson County Drainage District No. 6.

Proposed 20' Drainage Easement to be maintained by the Homeowners Association

Mitchell Lee Brackin
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5163


SUMMARY OF DEVELOPMENT

36 LOTS	27.797 ACRES
ROAD RIGHT-OF-WAY	3.443 ACRES
TOTAL	31.240 ACRES
TOTAL LENGTH OF STREETS	0.447 MILES

LEGEND

P.O.B. - POINT OF BEGINNING

O - IRON ROD SET W/CAP "F&S 409 832-7238"

Rebecca L. Pellerin
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Notary ID # 11965411
Expires May 9, 2024

A FINAL PLAT
of
Doguet's Diamond 'D' Ranch
PHASE 7

BLOCK 6, LOTS 6 - 23

BLOCK 7, LOTS 11 - 28

BEING A 31.240 ACRE SUBDIVISION
OUT OF THE

JAMES GERISH, SR. LEAGUE, A-24
JEFFERSON COUNTY, TEXAS BEING

DEVELOPED BY: DOGUET'S DIAMOND D
RANCH LTD.

JANUARY 2022

Fitz & Shipman
Consulting Engineers and Land Surveyors

1405 CORNERSTONE COURT, BEAUMONT, TEXAS
(409) 832-7238 FAX (409) 832-7303
T.B.P.E. FIRM #1160 • T.X.L.S. FIRM #100186

SHEET SV.01

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOWN ALL MEN BY THESE PRESENTS, THAT MICHAEL D. DOGUET, OWNER OF THAT CERTAIN 671.683 ACRE TRACT OF LAND OUT OF THE JAMES GERISH, SR. LEAGUE, ABSTRACT 24 IN JEFFERSON COUNTY, DOES HEREBY SUBDIVIDE SAID 671.683 ACRE TRACT OF LAND TO BE KNOWN AS DIAMOND 'D' RANCH, PHASE 7 CONTAINING 31.240 ACRES. THE SUBDIVISION IS TO BE PLAT APPROVED, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

Michael D. Doguet
MICHAEL D. DOGUET, OWNER (FOR LISA L. DOGUET BY POWER OF ATTORNEY)

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL D. DOGUET KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31 DAY OF January, 2022.

Rebecca L. Pellerin
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Notary ID # 11965411
Expires May 9, 2024

STATE OF TEXAS
COUNTY OF JEFFERSON

TEXAS FIRST STATE BANK, ("LENDER") WHICH HOLDS A LIEN OR LIENS ON THE 31.240 ACRE ACRE OF LAND SUBDIVIDED AND AS DESCRIBED ON THIS MAP OF DOGUET'S DIAMOND 'D' RANCH, PHASE 7 A SUBDIVISION IN JEFFERSON COUNTY, TEXAS ("SUBDIVISION"), ACTING BY AND THROUGH ITS DULY AUTHORIZED *Rebekka L. Pellerin* WHOSE NAME IS *John Morrell* SUBORDINATE LENDER'S LIENS) TO THE SUBDIVISION DESIGNATION, DEDICATION, EASEMENTS, AND IMPOSITIONS ESTABLISHED OR CREATED BY THIS MAP AND MADE BY DOGUET'S DIAMOND 'D' RANCH LTD., A TEXAS LIMITED PARTNERSHIP AS ("OWNER") AND JOHN MORRELL, WHOSE NAME IS *John Morrell* THE SUBDIVISION DESIGNATION, DEDICATION, EASEMENTS AND IMPOSITIONS AS DEPICTED ON THIS MAP OR AS INDICATED IN ANY OF THE NOTES/COMMENTS, FOR THE SUBDIVISION.

DATED: *January 31, 2022*

TEXAS FIRST STATE BANK
By: *John Morrell*

Its: *Regional Lender President*

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED *John Morrell*, *Regional President* OF TEXAS FIRST STATE BANK A BANK ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND THE CAPACITIES THEREIN STATED ON BEHALF OF THE AS THE ACT AND DEED OF SAID BANK.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31 DAY OF January, 2022.

Rebecca L. Pellerin
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Notary ID # 11965411
Expires May 9, 2024

RECORDED IN JEFFERSON COUNTY, TEXAS
ON THE 31 DAY OF January, 2022, AT 10:00 O'CLOCK M.

RECORDED IN FILE # 2021016933, JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE AT THE DAY AND DATE LAST ABOVE WRITTEN.

RECORDED IN JEFFERSON COUNTY, TEXAS
ON THE 31 DAY OF January, 2022.

RECORDED IN FILE # 2021016933, JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

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RECORDED IN JEFFERSON COUNTY, TEXAS
ON THE 31 DAY OF January, 2022.

Regular, February 08, 2022

There being no further business to come before the Court at this time,
same is now here adjourned on this date, February 08, 2022