

*Notice of Meeting and Agenda*  
August 23, 2022

**Special, 8/23/2022 10:30:00 AM**

BE IT REMEMBERED that on August 23, 2022, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

Commissioner Everette D. Alfred, Commissioner Pct. No. 4  
(ABSENT)

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk

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

**Notice of Meeting and Agenda**  
**August 23, 2022**

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**August 23, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **23rd** day of **August 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 **Special** meeting 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:

**9:00 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.**

**9:45 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending or anticipated litigation.**

**WORKSHOP - 10:00 a.m. - To receive and consider information to be presented by Mr. Ron Fletcher regarding Entergy's Sustainability Solutio**

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**Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage:**

**[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm) Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: # The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.**

**INVOCATION: Vernon Pierce, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two**

*Notice of Meeting and Agenda*  
*August 23, 2022*

**PURCHASING:**

- (a). Consider and approve award for Invitation for Bid (IFB 22-011/JW) Taxiway A Rehabilitation at Jack Brooks Regional Airport to Brizo Construction, LLC. for a total contract amount of \$6,468,928.10; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. The execution of a contract for this project is pending Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant applications.

NO ATTACHMENTS

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush**

**Action: APPROVED**

- (b). Execute, receive and file a contract renewal for (IFB 19-041/YS) Term Contract for Hydrated Lime for Jefferson County for a second one (1) year renewal with Lhoist North America from September 14, 2021 to September 13, 2022 with a cost increase due to increases in energy markets and other operational cost increases as shown in attachment.

SEE ATTACHMENTS ON PAGES 11 - 13

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush**

**Action: APPROVED**

- (c). Execute, receive and file a contract renewal for (RFP 18-046/YS) Lease of the Jefferson County Downtown Jail for the first one (1) year renewal with LaSalle Corrections, VI, LLC from December 13, 2021 to December 12, 2022.

SEE ATTACHMENTS ON PAGES 14 - 14

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush**

**Action: APPROVED**

- (d). Execute, receive and file a contract renewal for (IFB 19-060/YS) Re-Bid Term Contract for Mowing for Jefferson County for a second one (1) year renewal with Universal Operations, LLC from December 1, 2021 to November 30, 2022.

SEE ATTACHMENTS ON PAGES 15 - 16

**Notice of Meeting and Agenda**  
**August 23, 2022**

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**

- (e). Execute, receive and file a contract renewal for (IFB 19-004/YS) Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport for a third one (1) year renewal with Blueglobes, LLC and Airport Lighting Company from March 1, 2022 to February 28, 2023 with price increases due to manufacturing price increases, supply-chain issues and fuel increases as shown in attachments.

SEE ATTACHMENTS ON PAGES 17 - 24

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**

- (f). Consider and approve a price increase for (IFB 18-036/YS) Term Contract for Indigent Burial Plots for Jefferson County for open & close grave, concrete grave liner and granite grave marker due to manufacturer, fuel and labor cost increases as shown in attachment. This is a 5 year contract that expires October 6, 2023.

SEE ATTACHMENTS ON PAGES 25 - 27

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**

- (g). Consider and approve a contract renewal for (IFB 19-040/YS) Term Contract for Road Building Material for Jefferson County for a third one (1) year renewal with LD Construction, Martin Marietta Materials, Inc., Vulcan Construction Materials LLC and Gulf Coast, A CRH Company from September 7, 2022 to September 6, 2023.

NO ATTACHMENTS

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**

**Notice of Meeting and Agenda**  
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- (h). Consider and approve removal from the Sheriff inventory of a 2014 Chevrolet Tahoe VIN 1GNLC2E07ER209576, due to a vehicle accident and county has agreed to pay settlement to Enterprise Fleet Management, Inc.

SEE ATTACHMENTS ON PAGES 28 - 31

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer– Health & Welfare I – additional cost for burials.

SEE ATTACHMENTS ON PAGES 32 - 32

120-5074-441-5006	BURIALS	\$35,000.00	
120-5074-441-1001	DEPARTMENT HEAD		\$35,000.00

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**

- (b). Receive and file Financial & Operating Statements – County Funds Only for the Month Ending July 31, 2022.

SEE ATTACHMENTS ON PAGES 33 - 47

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**

- (c). Regular County Bills – check #497994 through check #498228.

SEE ATTACHMENTS ON PAGES 48 - 56

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**

**Notice of Meeting and Agenda**  
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**COUNTY AIRPORT:**

- (a). Consider, possibly approve and authorize the County Judge to execute the application for FAA AIP Grant #40 in the amount of \$1,018,849. This grant is the maximum annual amount available to the Airport under the Bipartisan Infrastructure Law (BIL) and funds a portion of the Taxiway Alpha Rehabilitation project at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 57 - 88

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush**

**Action: APPROVED**

**COUNTY CLERK:**

- (a). Conduct Public hearing on the County Clerk's Records Archive Plan for fiscal year 2022-2023.

**Judge Branick opened the floor for the Public Hearing. Being no comments, the Hearing was closed.**

NO ATTACHMENTS

**Action: NONE**

- (b). Consider and possibly approve, receive and file, the County Clerk's Records Archive Plan for fiscal year 2022-2023.

SEE ATTACHMENTS ON PAGES 89 - 89

**Motion by: Pierce**

**Second by: Bush**

**In Favor: Branick, Pierce, Bush**

**Action: APPROVED**

**COUNTY TREASURER:**

- (a). Consider And Approve Wire For \$60.00 To Cover Safekeeping Fees From Wells Fargo Securities For The Month Of July, 2022.

SEE ATTACHMENTS ON PAGES 90 - 90

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush**

**Action: APPROVED**

*Notice of Meeting and Agenda*  
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**DISTRICT CLERK:**

- (a).Public hearing on the District Clerk's Records Archive Plan for fiscal year 2022 – 2023.

**Judge Branick opened the floor for the Public Hearing. Being no comments, the Hearing was closed.**

NO ATTACHMENTS

**Action: NONE**

- (b).Consider and possibly approve, receive and file, the District Clerk's Records Archive Plan for fiscal year 2022 - 2023.

SEE ATTACHMENTS ON PAGES 91 - 111

**Motion by: Pierce**

**Second by: Bush**

**In Favor: Branick, Pierce, Bush**

**Action: APPROVED**

**EMERGENCY MANAGEMENT:**

- (a). Consider possibly approve Memorandum of Understanding between Texas Emergency Management Assistance Teams Program Administrator and Texas Emergency Management Assistance Team Employee to authorize Mike White to serve as a member of the Texas Department of Emergency Management TEMAT.

SEE ATTACHMENTS ON PAGES 112 - 123

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush**

**Action: APPROVED**

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## **ENGINEERING DEPARTMENT:**

(a). Consider and possibly approve the Final Plat of Madison Oaks Subdivision being 52.572 Acres out of the W.H. Aldridge Survey Abstract No. 813 & G.W. Paine Survey Abstract No. 188 Jefferson County, Texas. This subdivision is located off of FM Highway 365 in Precinct #4. This Final Subdivision Plat has been reviewed by the Jefferson County Engineering Department and has met all of our requirements.

SEE ATTACHMENTS ON PAGES 124 - 125

**Motion by: Pierce**

**Second by: Bush**

**In Favor: Branick, Pierce, Bush**

**Action: APPROVED**

(b). Execute, receive and file Overweight Permit 03-OW-22 and Road Use Agreement between Jefferson County and Duphil, Inc. to move heavy haul equipment and materials for pipeline construction routed on Burrell Wingate Road, Garner Road, LaBelle Road and Craigen Road. This project is located in Precincts 2 and 3.

SEE ATTACHMENTS ON PAGES 126 - 135

**Motion by: Pierce**

**Second by: Bush**

**In Favor: Branick, Pierce, Bush**

**Action: APPROVED**

## **OTHER BUSINESS:**

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

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

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**Jeff R. Branick  
County Judge**

*Notice of Meeting and Agenda*  
*August 23, 2022*

**Special, August 23, 2022**

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 23, 2022.

**CONTRACT RENEWAL FOR IFB 19-041/YS  
TERM CONTRACT FOR HYDRATED LIME FOR JEFFERSON  
COUNTY**

The County entered into a contract with Lhoist North America for one (1) year, from September 16, 2019 to September 15, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from September 14, 2021 to September 13, 2022.

ATTEST:

  
Laurie Lester, County Clerk 8-23-22

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Lhoist North America

  
Armando Sotelo



08-03-2022

Re: Price Change

Dear Valued Customer:

As you are aware, we are all facing unprecedented inflation through the course of 2022. While Lhoist North America ("Lhoist") has taken strong measures to mitigate cost increases through its operational and procurement excellence programs, those measures are not sufficient to keep pace in the current inflationary environment.

In particular, Lhoist is highly exposed to energy markets that, in some cases, have resulted in cost increases of 200-400% as compared to 2021. Moreover, in order to secure sufficient energy to meet our production commitments, we must now commit to multi-year energy procurement contracts. This is in addition to significant cost increases in subcontracting services, maintenance, inbound logistics, and several other input factors.

We appreciate your business and the continued confidence you have placed in Lhoist for your lime needs. We look forward to supplying those needs in the months and years to come.

Sincerely,

Armando Sotelo  
Sales Manager  
Lhoist



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**IFB 19-041/YS**

**Term Contract for Hydrated Lime for Jefferson County**

**Awarded: September 16, 2019**

**Current Pricing**

**Renewal 1: 9/15/2020 – 9/14/2021**

		Lhoist North America
Item	Description	Price per ton FOB delivered various locations in Jefferson County
1	264.2 Type A Hydrated Lime	No Bid
2	264.2 Type B Commercial Lime Slurry	\$175.00 \$295.00
3	264.2 Type C Quicklime Grade DS	No Bid
4	264.2 Type D Quicklime Grade S	No Bid

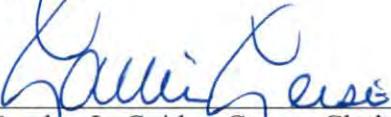
Lhoist North America  
 801 North 16th Street  
 LaPorte TX 77571  
 attn: Armando Sotelo  
[armando.sotelo@lhoist.com](mailto:armando.sotelo@lhoist.com)  
 ph: 713-203-9517

**CONTRACT RENEWAL FOR RFP 18-046/YS  
LEASE OF THE JEFFERSON COUNTY DOWNTOWN JAIL**

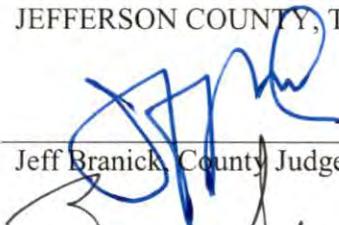
The County entered into a contract with LaSalle Corrections VI, LLC for three (3) years, from December 14, 2018 to December 13, 2021, with an option to renew the contract for two (2) renewal terms of one (1) year each for up to a five (5) year period.

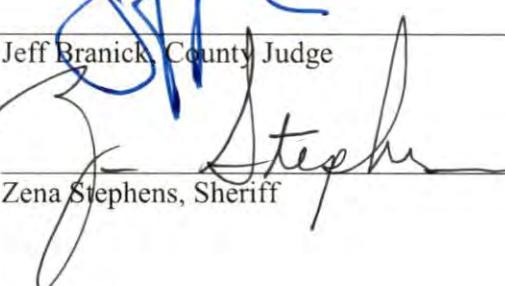
Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from December 13, 2021 to December 12, 2022.

ATTEST:

  
Carolyn L. Guidry, County Clerk **8-23-22**  
**LAURIE L. GUIDRY**

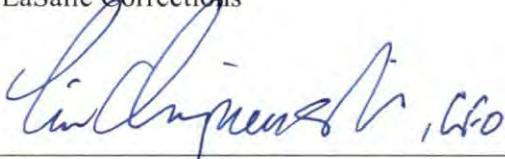
JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

  
Zena Stephens, Sheriff



CONTRACTOR:  
LaSalle Corrections

  
(Name)

**CONTRACT RENEWAL FOR IFB 19-060/YS  
RE-BID TERM CONTRACT FOR MOWING  
FOR JEFFERSON COUNTY**

The County entered into a contract with Universal Operations LLC for one (1) year, from December 3, 2019 to December 2, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from December 1, 2021 to November 30, 2022.

ATTEST:

  
Laurie Leister, County Clerk 8-23-22

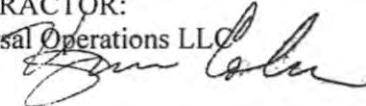
JEFFERSON COUNTY, TEXAS

  
Jeff Branicki, County Judge



CONTRACTOR:

Universal Operations LLC

  
(Name)

**CURRENT PRICING**

Awarded: December 3, 2019

IFB 19-060/YS

Re-Bid Term Contract for Mowing for Jefferson County

Renewal 1: 12/2/2020 – 12/1/2021

updated: 12/11/2020

Vendor	Annual Amount
Universal Operations LLC 3911 N Twin City Highway Nederland TX 77627 ph: 409-722-8615 fx: 409-721-5090 attn: Joel Hebert nicole@universaloperations.org	\$23,235.00

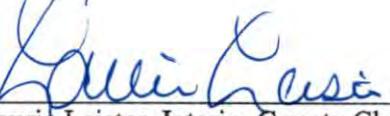
**CONTRACT RENEWAL FOR IFB 19-004/YS  
TERM CONTRACT FOR LIGHTING SUPPLIES FOR RUNWAY AND  
TAXIWAY AT JACK BROOKS REGIONAL AIRPORT**

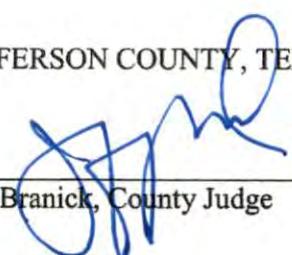
The County entered into a contract with blueglobes, llc for one (1) year, from March 4, 2019 to March 3, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from March 1, 2022 to February 28, 2023.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
Laurie Leister, Interim County Clerk -8-23-22

  
Jeff Branick, County Judge



CONTRACTOR:  
blueglobes, llc

(Name)



# blueglobes, llc

*we light your way*

To whom it may concern,

The price increase in this bid is caused by our vendor's prices increasing and we have to pass those increases along to the customer. Our vendors tell us the price increases are due to many of the same factors that are causing the price increases in what we buy in our personal life inflation, supply chain issues and short supplies of all material. Some of the items like the L-861 Quartz Head Assemblies have a price increase due to the factors above but also due to the fact that it is "old" style fixture that is just not produced as much today with the airfield industry moving to other technology with LED fixtures.

Thank you,

Max Moody  
Blueglobes, llc  
866-445-6237

**www.blueglobes.com**

- or -

**818 Harmony Rd., Ste 200  
Eatonton, Georgia 31024**

**(866) 445-6237**

## Current Pricing

IFB 19-004/YS

Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport  
Awarded: March 4, 2019

Renewal 1: 3/3/2020 – 3/2/2021  
Renewal 2: 3/2/2021 – 3/1/2022

Updated: 8/9/2021

Item	Description	Approx. Annual Usage	Brand	Unit Price (per bulb)	Vendor
1	Bulb: EXL 30 Watt, 6.6 amp quartz (GE, Part #11478)	300	OSRAM #58850	\$6.85 \$25.99	Airport Lighting Company
2	Bulb: 120 Watt, 6.6 amp quartz (GE, Part #10099, EVV 120 Watt)	100	Phillips #6128	\$12.33 \$18.35	Airport Lighting Company
3	Bulb: EZL 200 Watt, 6.6 amp quartz (GE, Part #15243)	50	OSRAM #58851	\$14.07 \$59.66	Airport Lighting Company
4	Bulb: 62 Watt, 6.6 amp MR 16, (GE Crouse Hinds , Part #20590)	300	GE Crouse Hinds NARVA 62 watt 6.6 MR16	\$39.80 \$21.40 \$24.40	blueglobes, llc
5	LED Elevated Taxiway Edge Light (ADB Part #ETES/1110 Blue)	15	ADB NO LONGER AVAILABLE	\$150.00	blueglobes, llc
6	Bulb: 48 Watt, 6.6 amp quartz (GE Crouse Hinds Part #64337A)	50	Phillips #6101	\$13.00 \$21.68	Airport Lighting Company
7	Transformer 30/45 Watt, 6.6 amp (ADB brand, Part #1st 045660010)	50	Amerace #TZ10066D-01	\$46.69 \$111.93	Airport Lighting Company
8	Transformer 100 Watt, 6.6 amp (ADP brand, Part #1st 100666010)	50	Amerace #TA10066D-01	\$79.41 \$117.25	Airport Lighting Company
9	300 Watt Transformer (ADP, Part #1st 300666010)	25	Amerace #TZ300666-01	\$107.78 \$180.29	Airport Lighting Company
10	Termination Kits (Amerace, Part #54 Super D4-D4)	150	Amerace	\$17.04 \$40.20	Airport Lighting Company

11	Light Assembly (ADB Part #ETES/1110)	20	Airport Lighting Company #ALC-861L-BB-14	\$111.44 \$213.48	Airport Lighting Company
12	Light Assembly Cord Set (ADB, Part #44A1701/15 L823)	50	ADB Integro	\$14.00	blueglobes, llc
13	Head Assembly 14 inch (ADB, Part #44B484/1X L861)	20	ADB ALC	\$48.00 \$54.80 \$161.00	blueglobes, llc
14	Field Lighting Arrestors 44A6102	6	Airport Lighting Company #ALA-1	\$305.23 \$492.65	Airport Lighting Company
15	Airfield Wire: Spool (3000 ft) Rome XLP power cable (8AWG C U 5 KV non-shielded FAA L 824 Type C)	2	Draka Cable #L-824C #8 5KV	\$1,627.26	Airport Lighting Company

Airport Lighting Company  
108 Fairgrounds Drive  
Manlius NY 13104  
attn: Steve Shaw  
[steves@airportlightingcompany.com](mailto:steves@airportlightingcompany.com)  
ph: 315-682-6460  
fx: 315-682-6469

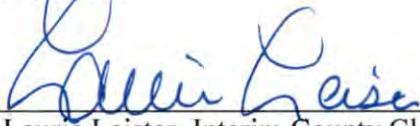
blueglobes, llc  
819 Harmony Road, Suite 200  
Eatonton GA 31024  
attn: Max Moody  
[max@blueglobesmail.com](mailto:max@blueglobesmail.com)  
ph: 706-923-2661  
fx: 706-923-2801

**CONTRACT RENEWAL FOR IFB 19-004/YS  
TERM CONTRACT FOR LIGHTING SUPPLIES FOR RUNWAY AND  
TAXIWAY AT JACK BROOKS REGIONAL AIRPORT**

The County entered into a contract with Airport Lighting Company for one (1) year, from March 4, 2019 to March 3, 2020, with an option to renew the contract for up to a five (5) year period.

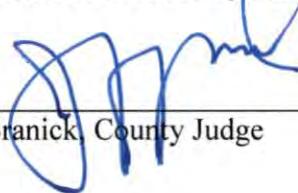
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from March 1, 2022 to February 28, 2023.

ATTEST:



Laurie Leister, Interim County Clerk 8-23-22

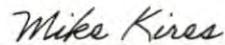
JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:  
Airport Lighting Company



(Name)



Mike Kires  
Inside Sales Manager  
Airport Lighting Company  
108 Fairground Drive  
Manlius, NY 13104

August 8<sup>th</sup>, 2022

Dear Mistey/Jefferson County Purchasing Department,

This letter is to acknowledge the price increases on all airfield lighting and replacement parts since the last time we agreed to contract terms on previous year 2021. The increases are due to many reasons. The most specific are material shortages and supply-chain constraints. Also, the increases are due to manufacturers rise in operating costs and shipping/fuel price increases as well.

Sincerely,  
Mike Kires  
Airport Lighting Company

## Current Pricing

IFB 19-004/YS

Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport

Awarded: March 4, 2019

Renewal 1: 3/3/2020 – 3/2/2021

Renewal 2: 3/2/2021 – 3/1/2022

Updated: 8/9/2021

Item	Description	Approx. Annual Usage	Brand	Unit Price (per bulb)	Vendor
1	Bulb: EXL 30 Watt, 6.6 amp quartz (GE, Part #11478)	300	OSRAM #58850	\$6.85 \$25.99	Airport Lighting Company
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11	Light Assembly (ADB Part #ETES/1110)	20	Airport Lighting Company #ALC-861L-BB-14	\$111.11 \$213.48	Airport Lighting Company

12	Light Assembly Cord Set (ADB, Part #44A1701/15 L823)	50	ADB Integro	\$14.00	blueglobes, llc
13	Head Assembly 14 inch (ADB, Part #44B484/1X L861)	20	ADB ALC	\$48.00 \$54.80 \$161.00	blueglobes, llc
14	Field Lighting Arrestors 44A6102	6	Airport Lighting Company #ALA-1	\$305.23 \$492.65	Airport Lighting Company
15	Airfield Wire: Spool (3000 ft) Rome XLP power cable (8AWG C U 5 KV non-shielded FAA L 824 Type C)	2	Draka Cable #L 824C #8-5KV NO LONGER AVAILABLE	\$1,627.26	Airport Lighting Company

Airport Lighting Company  
108 Fairgrounds Drive  
Manlius NY 13104  
attn: Steve Shaw  
[steves@airportlightingcompany.com](mailto:steves@airportlightingcompany.com)  
ph: 315-682-6460  
fx: 315-682-6469

blueglobes, llc  
819 Harmony Road, Suite 200  
Eatonton GA 31024  
attn: Max Moody  
[max@blueglobesmail.com](mailto:max@blueglobesmail.com)  
ph: 706-923-2661  
fx: 706-923-2801



# CLAYBAR

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

Haven of Rest Cemetery

July 26, 2022

Jefferson County Purchasing Department  
Mistey Reeves  
1149 Pearl St  
Beaumont, TX 77701

Dear Mistey,

Claybar Haven of Rest Cemetery is requesting a price re-determination for the cost of indigent burials that we currently provide the county. We are requesting an increase in the following items.

Description	Current	Proposed
	Cost	Cost
Open & Close Grave	\$545.00	605.00
Concrete Grave Liner	\$375.00	475.00
Granite Grave Marker	\$120.00	160.00
<b>TOTAL</b>	<b>\$1,040.00</b>	<b>1,240.00</b>

This increase is necessary due to increase labor costs, wholesale supplier cost increases, as well as increase in fuel costs.

We the opportunity to be the provider for indigent burials for Jefferson County and to assist these persons and families who do not have the financial ability to take care of their loved ones burial arrangements.

Sincerely,



John Woods  
Claybar Haven of Rest



# CLAYBAR

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

## Haven of Rest Cemetery

August 5, 2022

Jefferson County Public Health Department

Candice Lively

1149 Pearl St.

Beaumont, TX 77701

Dear Candice,

Claybar Haven of Rest Cemetery appreciates the opportunity to be the provider for indigent burials for Jefferson County.

One area of concern for requesting an increase are the concrete grave liners that we require for burial in our perpetual care cemetery. Our standard size liner cost is \$425.00. Under our current agreement we are reimbursed only \$375.00, therefore leaving us with a \$50.00 loss for each liner used. This negatively impacts us further when we must provide an oversized grave liner due to an oversized person needing an oversized casket which will not fit in a standard liner. We have recently found a new supplier for these oversized liners and have dropped our cost from \$982.00 to \$815.00, which helps, but the county only reimburses us \$675.00, therefore leaving us with a \$140.00 loss for each liner used.

Other services and items we provide through our agreement are open and closing of the grave and a granite grave marker. Currently, our cost for open and close is \$395.00 and the county reimburses us \$545.00. The current cost for the grave marker is \$84.00, and we are reimbursed \$120.00. We are asking for an increase in these items due to cost of labor increase (equipment operators for digging graves & installation of grave markers) fuel and maintenance costs for our truck to haul men and equipment to the cemetery, as well as the tractor to dig the graves.

In 2008, when we became the provider for indigent burials, our contracted charge for indigent burials was \$984.00. In 2015, we increased this charge to only \$999.00. In 2019, the most recent contract, we raised this charge to the current level of \$1,040.00. We are requesting a \$200.00 increase to \$1,240.00. The following page is a current breakdown of the services and items we provide to perform indigent burials.

We hope this thoroughly explains this proposed increase. Should you or the Commissioners need more information please contact me.

Sincerely,

John D. Woods

Supervisor, Haven of Rest

Attachment (1)

Current Indigent	Our WHSE Price	Cost	Difference	Proposed Cost
Open & Close Grave	\$545.00	\$395.00	\$150.00	605.00
Concrete Grave Liner	\$375.00	\$425.00	-\$50.00	475.00
Granite Grave Marker	\$120.00	\$84.00	\$36.00	160.00
<b>TOTAL</b>	<b>\$1,040.00</b>	<b>\$904.00</b>	<b>\$136.00</b>	<b>1,240.00</b>
Oversized Grave Liner	\$675.00	\$815.00	-\$140.00	\$915.00



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

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

Date: August 17, 2022

Re: Disposal of Wrecked Vehicle

Consider and possibly approve removal from the Sheriff inventory of a 2014 Chevrolet Tahoe VIN 1GNLC2E07ER209576, due to a vehicle accident and county has agreed to pay settlement to Enterprise Fleet Management, Inc.

Thank you.

## COMPROMISE AND SETTLEMENT AGREEMENT, RELEASE OF CLAIMS AND COVENANT NOT TO SUE

This Compromise and Settlement Agreement, Release of Claims and Covenant Not to Sue (the Agreement) is made and entered into by and between *Enterprise Fleet Management, Inc.* and Jefferson County who are hereinafter referred to as the "Parties".

WHEREAS, on or about February 4, 2022, it is claimed that damage was sustained to a 2017 Chevrolet Silverado owned by *Enterprise Fleet Management, Inc.* The damage is alleged to have been sustained due to an automobile accident involving driver *Mario Chavez* and Jefferson County employee, *Patricia Berry*, hereinafter referred to as the "incident". WHEREAS, the Parties wish to avoid the risk, uncertainty and cost of litigation and to buy peace, and desire to compromise and settle all claims which they have against each other or may have alleged against each other with regard to the allegations and disputed issues herein and set forth the provisions of their agreement herein.

NOW, THEREFORE, in consideration of the above-stated premises, the promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Consideration and Release

1.1 In full payment, settlement and satisfaction of the disputes and any and all claims alleged or which could have been alleged by and on behalf of *Enterprise Fleet Management, Inc.* concerning the subject matter thereof, Jefferson County, Texas, has agreed to pay a total settlement amount of TWENTY SIX THOUSAND ONE HUNDRED EIGHTY FIVE AND 00/100 DOLLARS (\$26,185.00) to *Enterprise Fleet Management, Inc.* for a full and unconditional release of all claims he has or could have asserted which resulted from the incident of February 4, 2022. This settlement is inclusive of any and all repairs, property damage, loss of value, loss of use, loss of profits or any other claimed economic damages incurred as a result of the incident made the basis of this claim.

1.2 For and in consideration of this Agreement, *Enterprise Fleet Management, Inc.* hereby forever and completely releases, acquits and discharges *Patricia Berry* and Jefferson County, Texas, inclusive of all officers, directors, elected officials, employees, representatives, agents, and all affiliate entities, whether private or governmental, under common ownership and management including parent companies, subsidiaries and joint ventures from all claims for any and all property damage and economic damages of every kind and character, accrued or un-accrued, known or unknown, arising out of or in any way asserted in or which might have been asserted in or which related to, directly or indirectly, to the incident of February 4, 2022.

1.3 It is the intent of the Parties to give the broadest release and discharge possible under the law and the provisions hereof should be interpreted so as to give effect to such intent. It is the intent of the Parties that Patricia Berry and Jefferson County, Texas shall never be liable to *Enterprise Fleet Management, Inc.* or to any person, party, or entity asserting any claim on behalf of *Enterprise Fleet Management, Inc.*

2. Indemnification. *Enterprise Fleet Management, Inc.* hereby agrees to indemnify and hold Patricia Berry and Jefferson County, Texas completely harmless from any and all liability, claims and responsibility to or asserted by any individual or entity claiming by, through or under *Enterprise Fleet Management, Inc.*, of any nature, arising or that may arise in the future as a result of the *February 4, 2022* incident.

3. Covenant not to sue. *Enterprise Fleet Management, Inc.* further covenants that they, whether individually or collectively, will not initiate, participate in, file or assert any action, proceeding, lawsuit, claim or cause of action (whether common law, statutory, legal or equitable) against Patricia Berry and Jefferson County, Texas for any event, transaction or occurrence related to or arising from the *February 4, 2022*.

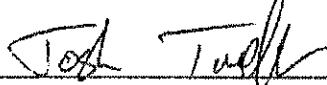
4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the undersigned Parties and their respective heirs, executors, administrators, trustees and successors.

5. Governing Law. This agreement is made and entered into the State of Texas and shall in all respects be interpreted, enforced, and governed under the laws of the State of Texas. Venue and jurisdiction for all disputes between the Parties involving this Agreement or any other matter shall be exclusively in State District Court, Jefferson County, Texas, and none other.

6. Counsel. The Parties acknowledge they have had the opportunity to obtain, and have obtained advice and consult regarding the terms and conditions of this Agreement from independent legal counsel retained to represent them in this matter.

EXECUTED by the undersigned as of this 4<sup>th</sup> day of August 2022.

*Enterprise Fleet Management, Inc.*

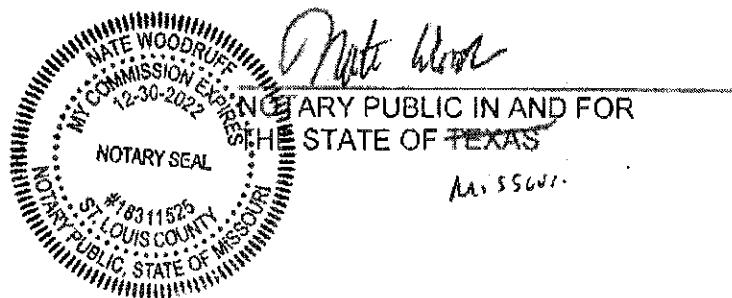
  
Signature

  
Printed Name

Missouri  
STATE OF TEXAS  
COUNTY OF St. Louis

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ***Enterprise Fleet Management, Inc.*** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 4th day of August, 2022.





## Jefferson County

### Public Health Department

**Ezea D. Ede, M.D.**  
County Health Authority

## MEMORANDUM

**Date:** August 12, 2022

**To:** Fran Lee, 1<sup>st</sup> Assistant County Auditor

**Cc:** file

**From:** Candice Ford, Administrative Operations Manager

**RE:** Transfer Funds

---

After careful calculations it has been concluded that there is not enough funding to continue to serve the citizens of Jefferson County for Pauper Burial Services in Unit I. We are requesting the following transfer:

From:

120-5074-441.10-01      Department Head      \$35,000.00

To:

120-5074-441.50-06      Burials      \$35,000.00

Thank you for presenting this request to the Commissioners Court for approval.

Candice Ford  
Administrative Operations Manager

Unit I- 1295 Pearl Street – Beaumont, TX 77701  
(409) 835-8530 – Facsimile (409) 839-2353  
Unit II- 800 4<sup>th</sup> Street – Port Arthur, TX 77640  
(409) 983-8380 – Facsimile (409) 983-8378

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending July 31, 2022



Patrick Swain - County Auditor

PATRICK SWAIN  
COUNTY AUDITOR  
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR  
BEAUMONT, TEXAS 77701

August 12, 2022

Honorable Commissioners Court:  
Judge Jeff R. Branick  
Commissioner Vernon Pierce  
Commissioner Darrell Bush  
Commissioner Michael "Shane" Sinegal  
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of July 31, 2022 together with the results of operations of the budget for the tenth period then ended.

**Revenue:**

Total budgeted revenue collected for the month ending July 31, 2022 is \$128,884,930. Budgeted Revenues are \$135,814,134 leaving \$6,929,204 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

**Property Taxes:**

Property tax collections are \$91,907,422 for the ten months of the year. This amount represents 99.28% of the budgeted amount of \$92,577,815.

**Sales Taxes:**

Eighty-three percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$29,580,000.

Page Two

**Licenses & Permits:**

Eighty-seven percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$403,000 for the year.

**Intergovernmental:**

Revenue from Intergovernmental Revenue exceeded the budgeted amount of \$1,166,084 by \$18,657.

**Fees:**

Ninety percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,342,535 for the year.

**Fines and Forfeitures:**

Sixty-five percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,575,000.

**Interest:**

Revenue from Interest has exceeded the budgeted amount of \$142,700 by \$321,716.

**Other Revenues:**

Revenue from Other Revenues has exceeded the budgeted amount of \$27,000 by \$1,389.

**Expenditures:**

Overall for the County's budgeted funds, seventy-nine percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$150,021,482, which includes General Funds and debt service funds, excluding budgeted transfers of \$2,749,881 for the fiscal year ending September 30, 2022.

Please call me if you have any questions on the enclosed report.

Sincerely,



Patrick Swain  
County Auditor

JEFFERSON COUNTY, TEXAS  
FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY  
FOR THE MONTH ENDING JULY 31, 2022  
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Jefferson County, Texas  
 Consolidated Balance Sheet  
 For The Month Ending July 31, 2022

	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<b>ASSETS</b>							
Cash and Cash Equivalents	\$ 76,972,546	67,430,639	8,739,256	419,034	1,134,076	769,138	\$ 155,464,689
Receivables & Prepays	5,028,244	1,221	-	316,075	86,951	-	5,432,491
Intergovernmental Receivables	(147,318)	7,561	-	-	-	-	(139,757)
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	730,312	16,842	32,729	-	96,755	-	876,638
Other Assets	-	-	-	-	75,580,451	-	75,580,451
<b>Total Assets</b>	<b>\$ 82,733,784</b>	<b>\$ 67,456,263</b>	<b>\$ 8,771,985</b>	<b>\$ 735,109</b>	<b>\$ 76,898,233</b>	<b>\$ 769,138</b>	<b>\$ 237,364,512</b>
<b>LIABILITIES AND FUND BALANCE/EQUITY</b>							
Payables	\$ 6,066,563	735,227	-	-	1,332,259	3,383,113	\$ 11,517,162
Intergovernmental Payables	360	562	-	-	12	-	934
Other Liabilities	4,191,419	627,659	-	298,599	887,744	-	6,005,421
Fund Balance/Equity	<u>72,475,442</u>	<u>66,092,815</u>	<u>8,771,985</u>	<u>436,510</u>	<u>74,678,218</u>	<u>(2,613,975)</u>	<u>219,840,995</u>
<b>Total Liabilities and Fund Balance/Equity</b>	<b>\$ 82,733,784</b>	<b>\$ 67,456,263</b>	<b>\$ 8,771,985</b>	<b>\$ 735,109</b>	<b>\$ 76,898,233</b>	<b>\$ 769,138</b>	<b>\$ 237,364,512</b>

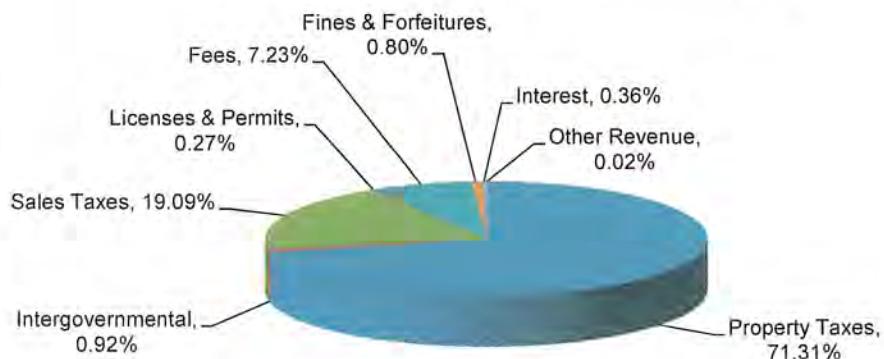
Jefferson County, Texas  
 Statement of Changes in Fund Balances  
 For The Month Ending July 31, 2022

	6/30/2022		Month Ending July 31, 2022				7/31/2022	
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance		
Jury Fund	\$ 456,305	\$ 7,077	\$ 17,804	\$ -	\$ -	\$ 445,578		
Road & Bridge Pct. 1	5,160,706	59,523	128,963	-	-	5,091,266		
Road & Bridge Pct. 2	1,339,952	59,123	138,279	-	-	1,260,796		
Road & Bridge Pct. 3	530,700	59,123	148,026	-	-	441,797		
Road & Bridge Pct. 4	3,643,502	65,086	178,725	-	-	3,529,863		
Engineering Fund	468,020	4,034	78,667	-	-	393,387		
Parks & Recreation	87,663	8,347	13,825	-	-	82,185		
General Fund	63,302,104	3,991,145	10,258,753	(419,385)	-	56,615,111		
Mosquito Control Fund	1,765,712	6,362	169,427	-	-	1,602,647		
Tobacco Settlement Fund	3,009,257	3,555	-	-	-	3,012,812		
 Total General Funds	 79,763,921	 4,263,375	 11,132,469	 (419,385)	 -	 72,475,442		
 Total Special Revenue Funds	 66,234,188	 1,055,634	 1,197,899	 892	 -	 66,092,815		
 Total Capital Project Funds	 8,837,470	 10,275	 75,760	 -	 -	 8,771,985		
 Total Debt Service Funds	 5,527,342	 19,718	 5,110,550	 -	 -	 436,510		
 Total Enterprise Funds	 75,264,422	 17,783	 1,022,480	 418,493	 -	 74,678,218		
 Total Internal Service Funds	 (3,604,848)	 2,832,526	 1,841,653	 -	 -	 (2,613,975)		
 Total Balances	 \$ 232,022,495	 \$ 8,199,311	 \$ 20,380,811	 \$ -	 \$ -	 \$ 219,840,995		

Jefferson County Texas  
 Statement of Revenues by Category - Compared with Budget Allocation  
 For The Month Ending July 31, 2022

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 91,907,422	\$ 92,577,815	\$ 670,393	0.72%
Sales Taxes	24,599,233	29,580,000	4,980,767	16.84%
Licenses & Permits	350,005	403,000	52,995	13.15%
Intergovernmental	1,184,741	1,166,084	(18,657)	-1.60%
Fees	9,324,784	10,342,535	1,017,751	9.84%
Fines & Forfeitures	1,025,940	1,575,000	549,060	34.86%
Interest	464,416	142,700	(321,716)	-225.45%
Other Revenue	28,389	27,000	(1,389)	-5.14%
	<b>\$ 128,884,930</b>	<b>\$ 135,814,134</b>	<b>\$ 6,929,204</b>	<b>5.10%</b>

**Revenues by Major Category**  
 For The Month Ending July 31, 2022



Jefferson County, Texas  
Statement of Revenues - Compared With Budget Allocation  
For The Month Ending July 31, 2022

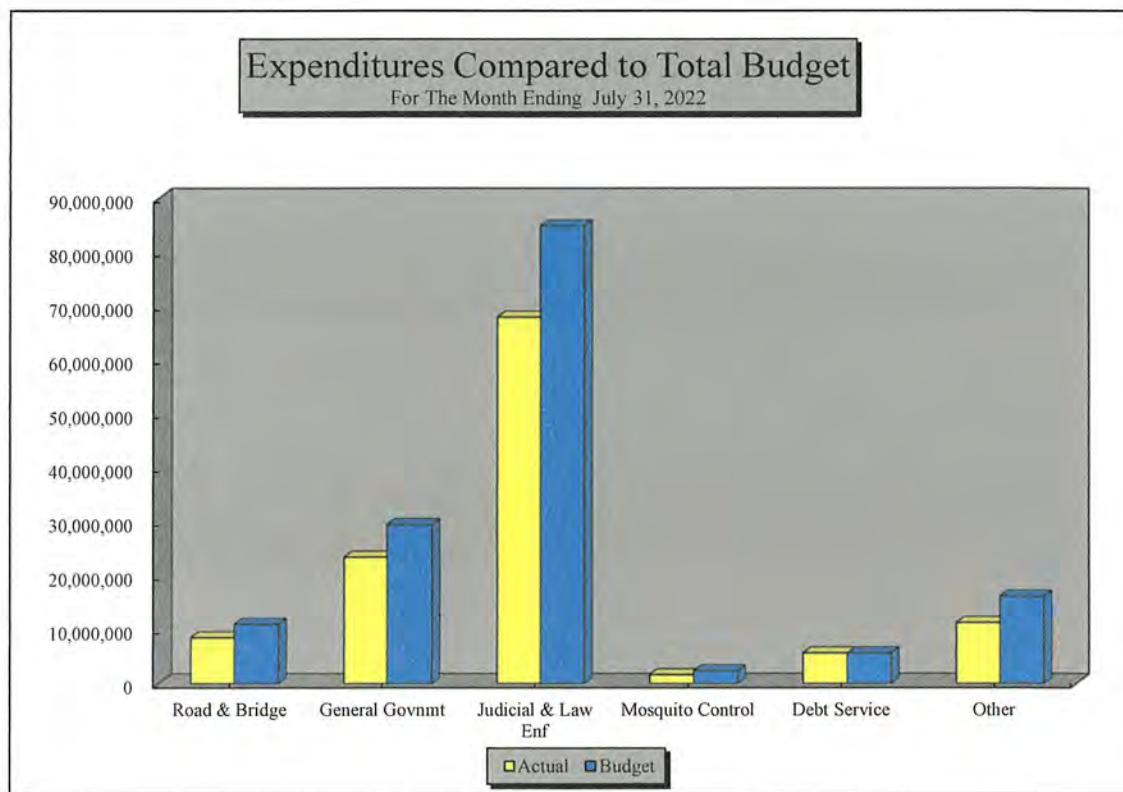
Jury Fund	October 2021											Cumulative Total	Annual Budget	Unrealized Balance
	-December	January	February	March	April	May	June	July						
Current Taxes	\$ 45,703	\$ 103,859	\$ 39,098	\$ 1,774	\$ 2,552	\$ 1,185	\$ 872	\$ 398				195,441	\$ 197,734	\$ 2,293
Delinquent Taxes	991	347	243	132	509	626	248	342				3,438	2,878	(560)
Jury Fees	14,648	4,195	4,665	4,546	5,775	5,241	4,791	6,132				49,993	60,000	10,007
Other Revenue	29,240	68	-	68	19,278	-	36,040	205				84,899	100,300	15,401
Road & Bridge Pct. 1														
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522				746,882	755,638	8,756
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967				9,733	8,148	(1,585)
Intergovernmental Revenue	-	-	-	-	-	-	-	-				-	-	-
Auto Registration Fees	-	78,606	-	-	-	534,472	-	-				613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	39,035				423,159	500,000	76,841
Sales, Rentals & Services	-	-	-	400	437	-	-	400				1,237	-	(1,237)
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	17,197	17,599				136,585	225,000	88,415
Road & Bridge Pct. 2														
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522				746,882	755,638	8,756
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967				9,733	8,148	(1,585)
Intergovernmental Revenue	-	-	-	-	-	-	-	-				-	-	-
Auto Registration Fees	-	78,606	-	-	-	534,472	-	-				613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	39,035				423,159	500,000	76,841
Sales, Rentals & Services	-	-	-	-	-	-	-	-				-	-	-
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	17,197	17,599				136,585	225,000	88,415
Road & Bridge Pct. 3														
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522				746,882	755,638	8,756
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967				9,733	8,148	(1,585)
Intergovernmental Revenue	-	-	-	-	-	-	-	-				-	-	-
Auto Registration Fees	-	78,606	-	-	-	534,472	-	-				613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	39,035				423,159	500,000	76,841
Sales, Rentals & Services	-	-	318	-	-	-	-	-				318	-	(318)
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	17,197	17,599				136,585	225,000	88,415
Road & Bridge Pct. 4														
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522				746,882	755,638	8,756
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967				9,733	8,148	(1,585)
Intergovernmental Revenue	-	-	-	-	-	-	-	3,790				3,790	8,000	4,210
Auto Registration Fees	-	78,606	-	-	-	534,472	-	-				613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	39,035				423,159	500,000	76,841
Sales, Rentals & Services	203,544	661	(99,268)	-	116,401	2,825	(151,065)	2,174				75,272	-	(75,272)
Fines and Forfeitures	27,866	9,858	12,581	14,361	20,749	16,368	17,196	17,598				136,577	225,000	88,423
Other Revenue	-	-	-	-	-	-	-	-				-	-	-

**Jefferson County, Texas**  
**Statement of Revenues - Compared With Budget Allocation**  
**For The Month Ending July 31, 2022**

	October 2021										Cumulative Total	Annual Budget	Unrealized Balance
	-December	January	February	March	April	May	June	July					
Engineering Fund													
Current Taxes	\$ 267,589	\$ 608,083	\$ 228,916	\$ 10,387	\$ 14,944	\$ 6,937	\$ 5,108	\$ 2,332			\$ 1,144,296	\$ 1,157,711	\$ 13,415
Delinquent Taxes	3,954	1,385	968	526	2,033	2,499	989	1,364			13,718	11,484	(2,234)
Licenses and Permits	750	-	2,000	-	293	800	1,640	338			5,821	3,000	(2,821)
Sales, Rentals & Services	-	-	-	-	500	200	-	-			700	1,000	300
Parks & Recreation													
Current Taxes	9,087	20,651	7,774	353	507	236	173	79			38,860	39,316	456
Delinquent Taxes	43	15	10	6	22	27	11	15			149	124	(25)
Sales, Rentals & Services	17,338	4,388	3,494	4,780	7,123	5,892	6,125	8,253			57,393	80,060	22,667
General Fund													
Current Taxes	18,464,131	41,958,861	15,795,641	716,718	1,031,133	478,671	352,460	160,936			78,958,551	79,883,216	924,665
Delinquent Taxes	297,177	104,092	72,757	39,557	152,834	187,839	74,329	102,471			1,031,056	863,189	(167,867)
Sales Taxes	2,931,490	3,035,025	2,880,398	3,186,792	2,909,282	3,493,233	2,878,402	3,284,611			24,599,233	29,580,000	4,980,767
Other Taxes	-	-	-	-	-	8,614	19,775	-			28,389	27,000	(1,389)
Licenses and Permits	69,396	36,663	38,533	38,400	45,100	38,074	36,828	41,190			344,184	400,000	55,816
Intergovernmental Revenue	252,734	29,432	39,065	112,865	406,553	140,371	82,099	32,933			1,096,052	1,057,784	(38,268)
Fees of Office	906,841	306,649	332,541	312,029	345,497	382,259	321,936	336,402			3,244,154	3,573,610	329,456
Other Sales, Rentals & Svcs.	887,859	(14,082)	(136,719)	199,766	243,971	185,616	539,294	(154,936)			1,750,769	2,327,865	577,096
Fines & Forfeitures	80,372	53,758	54,295	47,947	81,462	61,224	60,292	40,258			479,608	675,000	195,392
Interest	40,076	13,802	34,152	32,688	31,515	57,852	83,902	147,280			441,267	130,000	(311,267)
Other Revenue	-	-	-	-	-	-	-	-			-	-	-
Mosquito Control Fund													
Current Taxes	413,508	939,677	353,746	16,051	23,092	10,720	7,893	3,604			1,768,291	1,789,022	20,731
Delinquent Taxes	7,997	2,801	1,958	1,065	4,113	5,055	2,000	2,758			27,747	23,229	(4,518)
Sales, Rentals & Services	-	-	-	-	-	-	-	-			-	-	-
Tobacco Settlement Fund													
Interest	1,503	328	778	784	805	1,540	1,912	3,555			11,205	4,800	(6,405)
Debt Service													
Current Taxes	1,314,051	2,986,123	1,124,142	51,007	73,383	34,065	25,083	11,454			5,619,308	5,488,265	(131,043)
Delinquent Taxes	23,287	8,130	5,563	2,923	11,804	14,766	5,864	7,770			80,107	66,503	(13,604)
Interest	480	453	1,367	1,393	1,453	2,804	3,500	494			11,944	7,900	(4,044)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-			-	-	-
Total	\$ 27,576,742	\$ 52,292,780	\$ 21,591,946	\$ 5,095,077	\$ 5,825,914	\$ 7,521,242	\$ 4,698,136	\$ 4,283,093			\$ 128,884,930	\$ 135,814,134	\$ 6,929,204

Jefferson County, Texas  
 Statement of Expenditures - Compared With Budget Allocation - 83% of Budget Expended  
 For The Month Ending July 31, 2022

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 331,796	\$ 567,274	\$ 235,478	41.51%
Road & Bridge Funds	7,573,275	9,620,948	2,047,673	21.28%
Engineering Fund	900,795	1,299,471	398,676	30.68%
Parks & Recreation Fund	140,505	212,644	72,139	33.92%
 General Fund:				
General Government	23,597,846	29,639,359	6,041,513	20.38%
Judicial	16,972,265	21,574,363	4,602,098	21.33%
Law Enforcement	50,670,021	62,706,689	12,036,668	19.20%
Education	304,580	459,866	155,286	33.77%
Health & Welfare	5,962,048	9,287,178	3,325,130	35.80%
Maintenance	3,280,289	4,513,498	1,233,209	27.32%
Other	1,615,514	1,831,772	216,258	11.81%
 Mosquito Control Fund	1,655,494	2,397,570	742,076	30.95%
Tobacco Settlement	200,000	200,000	-	-
Debt Service Funds	<u>5,709,400</u>	<u>5,710,850</u>	<u>1,450</u>	<u>0.03%</u>
	<u><u>\$ 118,913,828</u></u>	<u><u>\$ 150,021,482</u></u>	<u><u>\$ 31,107,654</u></u>	<u><u>20.74%</u></u>



## Jefferson County, Texas

## Statement of Expenditures - Compared With Budget Allocation

For The Month Ending July 31, 2022

	October 2021												Cumulative		Annual		Unencumbered
	December	January	February	March	April	May	June	July	Encumbrances	Total	Budget	Balance					
Jury Fund	\$ 106,368	\$ 17,895	\$ 17,619	\$ 45,053	\$ 47,346	\$ 17,832	\$ 48,786	\$ 17,804	\$ 13,093	\$ 331,796	\$ 567,274	\$ 235,478					
Road & Brdg Pct. 1	481,308	100,845	110,366	323,412	146,436	117,714	270,212	128,963	278,906	1,958,162	2,430,829	472,667					
Road & Brdg Pct. 2	391,805	116,333	165,732	118,890	303,225	141,072	199,800	138,279	151,254	1,726,390	2,251,072	524,682					
Road & Brdg Pct. 3	491,853	124,290	137,120	128,785	209,484	258,193	192,600	148,026	282,674	1,973,025	2,410,656	437,631					
Road & Brdg Pct. 4	729,381	137,229	(963)	138,142	301,746	142,480	71,338	178,725	217,620	1,915,698	2,528,391	612,693					
Engineering	300,017	79,141	78,015	80,895	116,051	80,896	78,262	78,667	8,851	900,795	1,299,471	398,676					
Parks & Recreation	24,251	7,155	18,955	21,274	15,130	10,297	8,939	13,825	20,679	140,505	212,644	72,139					
Tax Assessor/Coll.	1,111,564	298,105	318,277	308,570	447,619	303,082	305,145	293,432	6,532	3,392,326	4,537,630	1,145,304					
Human Resources	125,429	37,223	37,164	39,705	54,796	37,720	36,139	39,928	1,462	409,566	510,303	100,737					
County Auditor	480,258	123,538	124,756	121,977	185,461	130,094	123,878	122,870	1,811	1,414,643	1,715,715	301,072					
County Clerk	577,213	110,516	207,757	160,557	236,210	160,682	158,572	157,866	4,987	1,774,360	2,539,787	765,427					
County Judge	255,433	70,551	73,125	81,037	112,062	79,183	71,337	83,559	739	827,026	1,030,545	203,519					
Risk Management	79,443	23,148	21,256	14,683	20,886	22,743	21,756	21,927	606	226,448	295,239	68,791					
County Treasurer	110,924	31,824	33,173	32,652	47,992	33,374	32,552	33,479	-	355,970	431,176	75,206					
Printing Department	29,530	10,166	9,308	13,232	13,537	9,146	17,396	9,960	15,346	127,621	161,128	33,507					
Purchasing Department	158,196	46,815	46,049	49,241	67,988	48,705	49,859	48,979	12,387	528,219	639,478	111,259					
General Services	3,547,264	941,124	1,682,891	755,695	900,850	841,414	908,864	1,036,372	79,806	10,694,280	13,285,955	2,591,675					
MIS	1,302,020	164,339	170,798	242,338	267,127	161,611	160,301	193,955	131,641	2,794,130	3,215,839	421,709					
Voter's Registration	67,912	8,026	20,083	11,764	6,910	8,181	7,826	7,599	-	138,301	206,119	67,818					
Elections	280,711	34,678	53,446	195,664	32,723	123,040	137,695	45,309	11,690	914,956	1,070,445	155,489					
District Attorney	1,982,663	573,244	580,180	561,594	844,691	581,906	576,043	577,009	10,829	6,288,159	7,784,691	1,496,532					
District Clerk	572,178	167,946	171,406	170,291	254,700	172,580	169,917	159,341	10,695	1,849,054	2,259,985	410,931					
Criminal Dist. Court	327,143	112,567	133,496	113,005	135,812	110,250	133,918	113,486	304	1,179,981	1,613,696	433,715					
58th Dist. Court	82,544	23,908	23,962	24,386	35,732	24,477	24,249	25,065	100	264,423	334,885	70,462					
60th Dist. Court	89,011	25,986	25,971	25,687	38,285	25,809	26,922	25,885	582	284,138	352,759	68,621					
136th Dist. Court	89,491	25,960	25,765	25,743	38,115	26,062	25,788	25,684	342	282,950	350,653	67,703					
172nd Dist. Court	84,607	28,160	24,558	24,549	36,690	24,496	26,392	24,494	269	274,215	339,758	65,543					
252nd Dist. Court	245,807	73,965	107,572	85,634	118,047	107,557	87,152	104,834	491	931,059	1,198,108	267,049					
279th Dist. Court	118,256	33,663	42,102	31,250	55,566	48,841	40,983	38,731	221	409,613	480,477	70,864					
317th Dist. Court	185,829	56,906	76,747	60,178	93,717	62,878	59,730	63,108	2,189	661,282	853,261	191,979					
J.P. Pct. 1 Pl 1	100,778	28,983	29,352	30,480	46,500	32,756	31,670	32,058	1,042	333,619	441,548	107,929					
J.P. Pct. 1 Pl 2	113,420	33,459	33,421	33,586	48,787	33,550	33,416	34,663	1,340	365,642	441,829	76,187					
J.P. Pct. 2	79,878	22,933	23,391	23,340	33,931	23,327	23,239	22,902	37	252,978	390,871	137,893					
J.P. Pct. 4	107,898	31,225	32,118	31,539	46,797	30,124	31,854	28,771	254	340,580	433,137	92,557					
J.P. Pct. 6	104,829	29,600	27,826	28,678	44,177	29,707	30,005	29,968	426	325,216	431,432	106,216					
J.P. Pct. 7	102,450	30,035	29,589	29,777	44,052	34,606	29,810	29,775	523	330,617	426,782	96,165					
J.P. Pct. 8	101,059	29,545	28,140	27,637	41,408	30,124	30,249	29,442	1,529	319,133	419,914	100,781					
Cnty. Court at Law 1	143,961	42,436	42,708	43,373	53,204	34,102	42,119	41,097	172	443,172	564,082	120,910					
Cnty. Court at Law 2	149,602	40,931	61,474	52,051	76,946	50,767	44,385	39,640	649	516,445	729,176	212,731					
Cnty. Court at Law 3	229,360	59,892	69,622	65,424	93,740	67,005	66,190	63,588	624	715,445	880,727	165,282					
Court Master	119,867	34,453	37,214	33,570	45,624	38,353	33,979	36,635	125	379,820	558,123	178,303					

## Jefferson County, Texas

## Statement of Expenditures - Compared With Budget Allocation

For The Month Ending July 31, 2022

	October 2021												Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July	Encumbrances	Total	Budget	Balance			
Dispute Resolution	\$ 62,682	\$ 25,874	\$ 21,914	\$ 20,802	\$ 29,354	\$ 19,392	\$ 20,329	\$ 21,204	\$ 3,173	\$ 224,724	\$ 288,469	\$ 63,745			
Comm. Supervision	1,560	124	6,572	520	520	3,554	520	1,360	-	14,730	19,408	4,678			
Sheriff's Dept.	4,027,015	1,160,639	1,155,181	1,150,250	1,951,999	1,145,867	1,161,335	1,158,998	100,614	13,011,898	16,225,126	3,213,228			
Crime Lab	405,609	93,600	105,963	106,361	148,542	107,565	106,905	109,576	21,718	1,205,839	1,693,414	487,575			
Jail	8,363,570	2,563,996	3,105,200	3,017,788	3,276,100	2,541,407	2,151,277	3,842,021	590,172	29,451,531	35,586,488	6,134,957			
Juvenile Probation	378,171	111,263	113,304	111,190	156,123	104,575	103,938	111,306	1,918	1,191,788	1,784,885	593,097			
Juvenile Detention	505,494	160,662	159,215	168,908	220,372	163,036	164,445	175,706	77,784	1,795,622	2,457,441	661,819			
Constable Pct. 1	213,294	62,099	65,051	63,260	84,396	59,746	66,029	58,860	301	673,036	869,982	196,946			
Constable Pct. 2	125,619	36,335	36,895	35,825	53,411	108,870	46,244	41,165	434	484,798	618,066	133,268			
Constable Pct. 4	129,699	36,625	37,662	37,067	56,481	39,489	38,874	42,409	1,104	419,410	526,675	107,265			
Constable Pct. 6	146,983	43,346	44,169	44,221	64,270	45,770	52,425	43,214	2,089	486,487	629,803	143,316			
Constable Pct. 7	137,492	40,564	40,710	40,467	60,937	41,960	42,058	41,209	477	445,874	542,432	96,558			
Constable Pct. 8	134,150	39,495	39,714	39,114	57,826	44,579	39,273	36,516	34,642	465,309	577,969	112,660			
County Morgue	110,525	111,909	228,331	13,544	223,586	126,625	100,234	108,945	-	1,023,699	1,175,000	151,301			
Agriculture Ext.	92,750	30,275	30,364	26,512	39,606	27,766	28,266	27,899	1,142	304,580	459,866	155,286			
Public Health # 1	307,748	83,383	146,132	100,955	141,108	83,175	88,940	91,186	3,810	1,046,437	1,527,160	480,723			
Public Health # 2	315,119	94,837	100,163	90,343	123,180	81,369	80,698	85,907	3,015	974,631	1,419,100	444,469			
Nurse Practitioner	86,218	25,753	25,778	26,728	38,545	26,987	26,274	27,313	7,852	291,448	365,532	74,084			
Child Welfare	20,673	11,427	9,827	6,542	2,366	4,050	526	8,995	-	64,406	120,000	55,594			
Env. Control	96,162	23,630	23,809	24,825	37,120	26,290	25,580	28,667	98	286,181	461,574	175,393			
Ind. Medical Svcs.	291,051	113,853	1,901,367	107,454	130,323	138,115	109,026	105,901	209,002	3,106,092	5,134,880	2,028,788			
Emergency Mgmt.	60,322	19,185	17,580	17,431	26,004	17,465	17,431	17,435	-	192,853	258,932	66,079			
Beaumont Maintenance	464,450	178,405	245,565	188,788	226,726	289,001	178,455	183,143	366,685	2,321,218	3,274,779	953,561			
Port Arthur Maint.	170,583	56,323	61,662	58,369	78,940	70,489	76,890	62,964	112,636	748,856	978,485	229,629			
Mid-County Maint.	49,343	18,877	20,302	19,926	24,672	18,447	22,460	17,637	18,551	210,215	260,234	50,019			
Service Center	273,937	93,660	138,999	122,105	128,721	170,236	158,809	141,919	106,233	1,334,619	1,420,910	86,291			
Veteran Service	86,159	25,488	28,217	25,663	37,632	26,008	25,694	25,887	147	280,895	348,165	67,270			
Mosquito Control	349,447	90,106	259,772	89,091	141,619	126,933	105,565	169,427	323,534	1,655,494	2,397,570	742,076			
Tobacco Settlement	200,000	-	-	-	-	-	-	-	-	200,000	200,000	-			
Debt Service Funds	-	598,350	-	-	500	-	-	5,110,550	-	5,709,400	5,710,850	1,450			
Contingency	-	-	-	-	-	-	-	-	-	-	62,697	62,697			
Total	\$ 33,387,336	\$ 9,938,821	\$ 13,120,959	\$ 10,159,387	\$ 13,321,079	\$ 9,975,502	\$ 9,507,767	\$ 16,243,019	\$ 3,259,958	\$ 118,913,828	\$ 150,021,482	\$ 31,107,654			

Jefferson County, Texas  
 Statement of Bonded Indebtedness  
 For The Month Ending July 31, 2022

Issue	Beginning Amount Outstanding	2021-2022 Requirements				2021-2022 Payments	Ending Amount Outstanding
		Principal	Interest	Fees	Total		
2012 Refunding Bonds	\$ 16,925,000	\$ 3,965,000	\$ 670,450	\$ 2,500	\$ 4,637,950	\$ 3,965,000	\$ 12,960,000
2019 Certificates of Obligation	14,370,000	550,000	520,400	2,500	1,072,900	550,000	13,820,000
	<u>\$ 31,295,000</u>	<u>\$ 4,515,000</u>	<u>\$ 1,190,850</u>	<u>\$ 5,000</u>	<u>\$ 5,710,850</u>	<u>\$ 4,515,000</u>	<u>\$ 26,780,000</u>

Jefferson County, Texas  
 Statement of Transfers In and Out  
 For The Month Ending July 31, 2022

	Fund	Transfers In	Transfers Out
120	General Fund	-	1,330,055 (a)
120	General Fund	-	386,859 (b)
241	Sheriff Department Grants	4,146 (b)	-
245	Crime Victim's Clearing	196,851 (b)	-
257	Auto Theft Grant	24,377 (b)	-
282	VAWA Fund	69,040 (b)	-
550	SETEC Fund	1,330,055 (a)	-
865	Marine Division	-	124,605 (b)
876	Sheriff-Spindletop Grant	92,445 (b)	-
884	2020 Port Security Grant	108,165 (b)	-
885	2021 Port Security Grant	16,440 (b)	-
		<u><u>\$1,841,519</u></u>	<u><u>\$1,841,519</u></u>

(a) Budgeted Transfer

(b) Grant Match

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

DAWN DONUTS	61.50	498179
CHAPMAN VENDING	168.10	498208
		229.60**

## ROAD &amp; BRIDGE PCT.#1

ENTERGY	98.24	498040
ADVANCE AUTO PARTS	97.42	498158
SOUTHEAST TEXAS PARTS AND EQUIPMENT	50.11	498166
REPUBLIC SERVICES	38.00	498178
ODP BUSINESS SOLUTIONS, LLC	320.60	498221
		604.37**

## ROAD &amp; BRIDGE PCT.#2

SMART'S TRUCK & TRAILER, INC.	220.55	498064
S.E. TEXAS BUILDING SERVICE	346.66	498065
BUMPER TO BUMPER	119.18	498121
CENTERPOINT ENERGY RESOURCES CORP	48.18	498122
MARTIN PRODUCT SALES LLC	4,843.80	498127
NEW WAVE WELDING TECHNOLOGY	7.75	498133
REPUBLIC SERVICES	76.25	498178
GULF COAST	501.02	498198
MUNRO'S UNIFORM SERVICES, LLC	20.00	498222
		6,183.39**

## ROAD &amp; BRIDGE PCT. # 3

RB EVERETT & COMPANY, INC.	70.35	498032
ENTERGY	27.33	498040
HOWARD'S AUTO SUPPLY	36.78	498079
CENTERPOINT ENERGY RESOURCES CORP	54.26	498122
MARTIN PRODUCT SALES LLC	42,801.74	498127
REPUBLIC SERVICES	38.00	498178
ALL TERRAIN EQUIPMENT CO	12.08	498185
MUNRO'S UNIFORM SERVICES, LLC	23.95	498222
		43,064.49**

## ROAD &amp; BRIDGE PCT.#4

COASTAL WELDING SUPPLY	74.40	498029
KINSEL FORD MAZDA	1,076.82	498050
SMART'S TRUCK & TRAILER, INC.	251.98	498064
AT&T	87.08	498066
EVERETT D ALFRED	8.99	498115
SHOPPA'S FARM SUPPLY	27.92	498172
MARTIN MARIETTA MATERIALS	3,900.45	498177
REPUBLIC SERVICES	152.50	498178
O'REILLY AUTO PARTS	572.32	498191
MUNRO'S UNIFORM SERVICES, LLC	90.78	498222
		6,243.24**

## ENGINEERING FUND

ESRI - ENVIRONMENTAL SYSTEMS	1,878.08	498017
UNITED STATES POSTAL SERVICE	1.98	498105
CANON SOLUTIONS AMERICA INC	159.72	498159
		2,038.78**

## PARKS &amp; RECREATION

RITTER @ HOME	133.30	498060
SCOOTER'S LAWNMOWERS	237.57	498062
B-GREENER INDUSTRIAL CLEANERS LLC	2,875.41	498143
NORTHERN TOOL AND EQUIPMENT	708.98	498149
SPRINT WASTE SERVICES LP	771.65	498167
		4,726.91**

## GENERAL FUND

JEFFERSON CTY. CLERK	4,168.43	498018
THOMAS HANNA	10.00	498228
		4,178.43*
TAX OFFICE		
PITNEY BOWES, INC.	966.72	498056

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	641.23	498105	
CUMMINS-ALLISON CORP	62.65	498157	
ODP BUSINESS SOLUTIONS, LLC	181.59	498221	1,852.19*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.55	498105	1.55*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	275.52	498105	
THOMSON REUTERS-WEST	201.00	498162	
ENGINEERING INNOVATION	233.43	498182	
ODP BUSINESS SOLUTIONS, LLC	120.06	498221	830.01*
COUNTY JUDGE			
WELLS PEYTON & PARTAIN, LLP	500.00	498023	
JEFFERSON CTY. BAR ASSOCIATION	175.00	498046	
CHARLES ROJAS	500.00	498082	
UNITED STATES POSTAL SERVICE	3.76	498105	
KATY LEIGH CORCORAN	500.00	498140	
MOORE LANDREY LLP	1,000.00	498144	
BRITTANIE HOLMES	500.00	498156	
THOMSON REUTERS-WEST	330.50	498162	3,509.26*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	11.95	498105	11.95*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	232.63	498105	232.63*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	768.20	498030	
THE EXAMINER	156.25	498033	
PORT ARTHUR NEWS, INC.	715.04	498057	
UNITED STATES POSTAL SERVICE	59.86	498105	1,699.35*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	25.00	498048	
ADVANCED STAFFING	97.50	498078	
LJA ENGINEERING INC	960.50	498152	
CHAPMAN VENDING	58.74	498208	
K2 TOWERS III, LLC	2,435.00	498212	3,576.74*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	632.86	498080	
PROGRESS SOFTWARE CORPORATION	1,372.27	498195	
STEEPMEADOW SOLUTIONS, LLC	1,390.80	498215	
ODP BUSINESS SOLUTIONS, LLC	16.51	498221	3,379.42*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	170.06	498105	170.06*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	20	498105	
PV RENTALS LLC	872.03	498180	872.23*
DISTRICT ATTORNEY			
JIMMY D. HAMM	695.09	498042	
JEFFERSON CTY. DISTRICT ATTORNEY	17,080.00	498045	
MIKE LAIRD	779.60	498052	
UNITED STATES POSTAL SERVICE	175.55	498105	
CHILD ABUSE & FORENSIC SERVICES	450.00	498112	
THOMSON REUTERS-WEST	3,531.11	498162	

NAME	AMOUNT	CHECK NO.	TOTAL
CORY KNEELAND	130.00	498181	
WALMART CAPITAL ONE	21.50	498210	
ODP BUSINESS SOLUTIONS, LLC	1,747.21	498221	24,610.06*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	281.84	498105	281.84*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	800.00	498019	
THOMAS J. BURBANK PC	800.00	498027	
EDWARD B. GRIPON, M.D., P.A.	1,390.00	498039	
RENE MULHOLLAND	3,821.80	498072	
UNITED STATES POSTAL SERVICE	1.62	498105	
JOEL WEBB VAZQUEZ	800.00	498120	
JARED GILTHORPE	4,625.00	498169	12,238.42*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	114.00	498162	114.00*
60TH DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION	125.00	498046	
UNITED STATES POSTAL SERVICE	65.57	498105	
SIERRA SPRING WATER CO. - BT	65.85	498106	191.42*
136TH DISTRICT COURT			
ODP BUSINESS SOLUTIONS, LLC	439.00	498221	439.00*
252ND DISTRICT COURT			
WENDELL RADFORD	1,087.50	498059	
JOHN D WEST	800.00	498084	
UNITED STATES POSTAL SERVICE	2.17	498105	
KIMBERLY R. BROUSSARD	2,628.70	498135	
BRITTANIE HOLMES	3,012.50	498156	
MATUSKA LAW FIRM	4,500.00	498168	12,030.87*
279TH DISTRICT COURT			
ANITA F. PROVO	687.50	498058	
JOEL WEBB VAZQUEZ	550.00	498120	
KIMBERLY PHELAN, P.C.	2,195.00	498124	
REAUD MORGAN & QUINN LLP	220.00	498137	
REALTIME REPORTING SERVICES INC.	3,313.60	498146	
THOMSON REUTERS-WEST	57.00	498162	
WILLIAM FORD DISHMAN	330.00	498164	
MATUSKA LAW FIRM	1,400.00	498168	8,753.10*
317TH DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION	175.00	498046	
CASH ADVANCE ACCOUNT	1,491.20	498048	
ANITA F. PROVO	400.00	498058	
GLEN M. CROCKER	300.00	498109	
KIMBERLY PHELAN, P.C.	450.00	498124	
WILLIAM FORD DISHMAN	150.00	498164	2,966.20*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	19.66	498105	19.66*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	40.33	498105	
CLASSIC FORMS AND PRODUCTS	380.00	498117	420.33*
JUSTICE COURT-PCT 4			
AT&T	87.08	498067	87.08*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT	48.49 53.87	498105 498107	102.36*
COUNTY COURT AT LAW NO.1			
JEFFERSON CTY. BAR ASSOCIATION UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST	50.00 5.40 57.00	498046 498105 498162	112.40*
COUNTY COURT AT LAW NO. 2			
A. MARK FAGGARD JUDGE MASON MARTIN CHARLES ROJAS UNITED STATES POSTAL SERVICE MATUSKA LAW FIRM THE WALKER LAW FIRM	550.00 607.69 1,000.00 9.33 700.00 250.00	498034 498075 498082 498105 498168 498209	3,117.02*
COUNTY COURT AT LAW NO. 3			
JEFFERSON CTY. BAR ASSOCIATION JOHN D WEST UNITED STATES POSTAL SERVICE LANGSTON ADAMS MATUSKA LAW FIRM JARED GILTHORPE THE SAMUEL FIRM, PLLC	125.00 1,750.00 8.35 600.00 500.00 400.00 300.00	498046 498084 498105 498114 498168 498169 498194	3,683.35*
COURT MASTER			
KENT W JOHNS	1,000.00	498147	1,000.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	.98	498105	.98*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY FED EX CASH ADVANCE ACCOUNT KIRKSEY'S SPRINT PRINTING MOORMAN & ASSOCIATES, INC. UNITED STATES POSTAL SERVICE ATTABOY TERMITE & PEST CONTROL RITA HURT GALLS LLC REPUBLIC SERVICES ODP BUSINESS SOLUTIONS, LLC	393.00 95.81 1,147.12 24.95 170.00 1,032.73 119.34 550.00 976.90 38.00 141.36	498031 498035 498048 498051 498054 498105 498141 498150 498176 498178 498221	4,689.21*
JAIL - NO. 2			
CARRIER CORPORATION JOHNSTONE SUPPLY COASTAL WELDING SUPPLY ENTERGY HARBOR FREIGHT TOOLS JACK BROOKS REGIONAL AIRPORT JOHNSON CONTROLS, INC. M&D SUPPLY SCOOTER'S LAWNMOWERS AT&T WHOLESALE ELECTRIC SUPPLY CO. WORTH HYDROCHEM OF THE GULF COAST LOWE'S HOME CENTERS, INC. TEXAS GAS SERVICE BELT SOURCE MARK ELLIS ALLIED ELECTRICAL SYSTEMS&SOLUTIONS WORLD FUEL SERVICES INDUSTRIAL & COMMERCIAL MECHANICAL SAM'S CLUB DIRECT MATERA PAPER COMPANY INC	61,480.00 16.32 131.23 44,988.22 343.96 471.60 5,320.91 46.30 151.36 1,424.10 3.61 390.00 78.01 543.78 192.31 516.07 380.00 3,704.67 312.00 997.62 5,735.63	498016 498022 498029 498040 498043 498047 498049 498053 498062 498066 498073 498074 498113 498116 498126 498128 498138 498142 498153 498154 498161	

NAME	AMOUNT	CHECK NO.	TOTAL
THOMSON REUTERS-WEST	4,085.99	498162	
GALLS LLC	1,111.75	498176	
REPUBLIC SERVICES	5,150.50	498178	
THE MONOGRAM SHOP	9.00	498183	
CORRHEALTH LLC	73,819.29	498189	
LASALLE CORRECTIONS VI LLC	39,028.00	498192	
TRINITY SERVICES GROUP INC	57,915.75	498197	
DYLAN LISCHAU	75.00	498216	
ODP BUSINESS SOLUTIONS, LLC	3,856.85	498221	
JUVENILE PROBATION DEPT.			312,279.83*
EDWARD B. GRIPON, M.D., P.A.	1,350.00	498039	
CASH ADVANCE ACCOUNT	2,109.56	498048	
UNITED STATES POSTAL SERVICE	1.47	498105	
EDWIN JAY FRANK	196.88	498190	
JUVENILE DETENTION HOME			3,657.91*
S.E. TEXAS BUILDING SERVICE	2,480.00	498065	
CHARMTEX INC.	143.54	498118	
CENTERPOINT ENERGY RESOURCES CORP	152.96	498122	
MHC DATACOMM, INC	1,200.00	498139	
REPUBLIC SERVICES	476.00	498178	
ADVANTAGE INTERESTS INC	6,393.63	498186	
CONSTABLE PCT 1			10,846.13*
UNITED STATES POSTAL SERVICE	17.31	498105	
CONSTABLE-PCT 4			17.31*
AT&T	43.54	498066	
CONSTABLE-PCT 6			43.54*
UNITED STATES POSTAL SERVICE	19.60	498105	
CONSTABLE PCT. 8			19.60*
ODP BUSINESS SOLUTIONS, LLC	76.70	498221	
AGRICULTURE EXTENSION SVC			76.70*
WALMART CAPITAL ONE	73.33	498210	
HALLEE M SEWELL	234.00	498214	
ODP BUSINESS SOLUTIONS, LLC	128.47	498221	
HEALTH AND WELFARE NO. 1			435.80*
BROUSSARD'S MORTUARY	6,250.00	498026	
CLAYBAR HAVEN OF REST	1,040.00	498102	
UNITED STATES POSTAL SERVICE	66.44	498105	
SAM'S CLUB DIRECT	70.00	498154	
THOMSON REUTERS-WEST	152.60	498162	
CRYSTAL LETMAN-JENKINS	11.25	498174	
TEXAS MEDICAL LIABILITY TRUST	976.50	498204	
ODP BUSINESS SOLUTIONS, LLC	518.07	498221	
HEALTH AND WELFARE NO. 2			9,084.86*
GABRIEL FUNERAL HOME, INC.	1,500.00	498037	
ENTERGY	70.00	498041	
CLAYBAR HAVEN OF REST	1,340.00	498103	
JESSICA RAWLINSON	13.13	498119	
THOMSON REUTERS-WEST	152.60	498162	
TEXAS MEDICAL LIABILITY TRUST	976.50	498204	
ODP BUSINESS SOLUTIONS, LLC	73.19	498221	
NURSE PRACTITIONER			4,125.42*
LESLIE RIGGS	96.36	498173	
ENVIRONMENTAL CONTROL			96.36*

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS ENVIRONMENTAL HEALTH ASSN.	500.00	498069	
TEXAS FLOODPLAIN MGMT. ASSN.	50.00	498070	
INDIGENT MEDICAL SERVICES			550.00*
CARDINAL HEALTH 110 INC	22,335.68	498163	
TDS OPERATING INC	253.00	498188	
EMERGENCY MANAGEMENT			22,588.68*
VERIZON WIRELESS	150.00	498100	
MAINTENANCE-BEAUMONT			150.00*
JOHNSTONE SUPPLY	716.26	498022	
M&D SUPPLY	48.05	498053	
SANITARY SUPPLY, INC.	1,913.72	498061	
ACE IMAGEWEAR	235.96	498063	
AT&T	76.02	498066	
SERVICE GRAPHICS	712.00	498077	
ATTABOY TERMITIC & PEST CONTROL	184.40	498141	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	89.80	498175	
REPUBLIC SERVICES	1,428.00	498178	
ADVANTAGE INTERESTS INC	2,356.00	498186	
UNITED REFRIGERATION INC	321.17	498202	
AT&T CORP	5,394.17	498206	
MCCOWN PAINT & SUPPLY	672.30	498227	
MAINTENANCE-PORT ARTHUR			14,147.85*
S.E. TEXAS BUILDING SERVICE	8,774.98	498065	
LOWE'S HOME CENTERS, INC.	37.17	498113	
ATTABOY TERMITIC & PEST CONTROL	168.72	498141	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	73.90	498175	
VECTOR SECURITY	2,100.02	498184	
ALL TERRAIN EQUIPMENT CO	214.42	498185	
SPECIALIZED MAINTENANCE SERVICES INC	12,999.25	498219	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	55.82	498223	
PARKER'S BUILDING SUPPLY	53.06	498224	
MAINTENANCE-MID COUNTY			24,477.34*
ACE IMAGEWEAR	92.24	498063	
S.E. TEXAS BUILDING SERVICE	4,341.67	498065	
CENTERPOINT ENERGY RESOURCES CORP	90.43	498122	
REPUBLIC SERVICES	57.25	498178	
SERVICE CENTER			4,581.59*
ACTION AUTO GLASS	1,172.67	498020	
SPIDLE & SPIDLE	39,967.81	498021	
J.K. CHEVROLET CO.	284.94	498044	
PHILPOTT MOTORS, INC.	904.93	498055	
AT&T	73.08	498066	
TATE & CO., INC.	600.00	498068	
S.E. TEXAS AUTO EQUIPMENT	849.00	498076	
JEFFERSON CTY. TAX OFFICE	7.50	498086	
JEFFERSON CTY. TAX OFFICE	7.50	498087	
JEFFERSON CTY. TAX OFFICE	7.50	498088	
JEFFERSON CTY. TAX OFFICE	7.50	498089	
JEFFERSON CTY. TAX OFFICE	7.50	498090	
JEFFERSON CTY. TAX OFFICE	7.50	498091	
JEFFERSON CTY. TAX OFFICE	7.50	498092	
JEFFERSON CTY. TAX OFFICE	7.50	498093	
JEFFERSON CTY. TAX OFFICE	7.50	498094	
JEFFERSON CTY. TAX OFFICE	7.50	498095	
JEFFERSON CTY. TAX OFFICE	16.75	498096	
JEFFERSON CTY. TAX OFFICE	7.50	498097	
JEFFERSON CTY. TAX OFFICE	7.50	498098	
JEFFERSON CTY. TAX OFFICE	7.50	498099	
BUMPER TO BUMPER	507.68	498121	
ROBERT'S TEXACO XPRESS LUBE	35.00	498134	
AMERICAN TIRE DISTRIBUTORS	2,619.44	498136	

NAME	AMOUNT	CHECK NO.	TOTAL
MIGHTY OF SOUTHEAST TEXAS	163.40	498148	
EASTEX PRESSURE WASHERS	440.00	498151	
ADVANCE AUTO PARTS	150.74	498158	
REPUBLIC SERVICES	76.25	498178	
O'REILLY AUTO PARTS	341.61	498191	
WALMART CAPITAL ONE	84.48	498210	
MUNRO'S UNIFORM SERVICES, LLC	292.45	498222	
			48,677.73*
			551,027.77**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT SANITARY SUPPLY, INC.	419.11	498047	
UNITED PARCEL SÉRVICE	47.79	498061	
CENTERPOINT ENERGY RESOURCES CORP	20.84	498071	
REPUBLIC SERVICES	41.73	498122	
CY-FAIR TIRE	76.25	498178	
MUNRO'S UNIFORM SERVICES, LLC	31.95	498196	
	71.94	498222	
			709.61**
J.C. FAMILY TREATMENT			
CASH ADVANCE ACCOUNT	203.00	498048	
BEAUMONT OCCUPATIONAL SERVICE, INC.	104.85	498111	
MARY BEVIL	1,204.50	498201	
			1,512.35**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,655.00	498162	
EMPG GRANT			2,655.00**
VERIZON WIRELESS	230.93	498100	
JUVENILE PROB & DET. FUND			230.93**
VERIZON WIRELESS	65.43	498101	
COMMUNITY SUPERVISION FND			65.43**
UNITED STATES POSTAL SERVICE	122.88	498105	
JCCSC	516.00	498145	
CHARTER COMMUNICATIONS	116.49	498217	
			755.37**
DRUG DIVERSION PROGRAM			
WILLIE CARTER COMMUNITY OUTREACH	780.00	498226	
SHERIFF'S TRAINING GRANT			780.00**
ENTERPRISE RENT A CAR COMPANY	716.00	498170	
LAW OFFICER TRAINING GRT			716.00**
ODP BUSINESS SOLUTIONS, LLC	238.50	498221	
DEPUTY SHERIFF EDUCATION			238.50**
NAT ASSOC OF FIELD TRAINING OFFICER	6,500.00	498225	
J.P. COURTROOM TECH. FUND			6,500.00**
TYLER TECHNOLOGIES INC	12,540.00	498199	
HOTEL OCCUPANCY TAX FUND			12,540.00**
UNITED STATES POSTAL SERVICE	42.68	498105	
DISH NETWORK	130.70	498129	
REPUBLIC SERVICES	407.75	498178	
AT&T CORP	265.00	498206	
			846.13**
COUNTY CLERK HAVA FUND			
ELECTION SYSTEMS & SOFTWARE, INC.	1,319,994.50	498083	
CAPITAL PROJECTS FUND			1,319,994.50**

NAME	AMOUNT	CHECK NO.	TOTAL
FREESE AND NICHOLS, INC	10,056.65	498211	10,056.65**
C O SERIES 2019 PROJECTS			
JOHNSON CONTROLS, INC.	11,741.00	498049	11,741.00**
AIRPORT FUND			
SPIDLE & SPIDLE	4,842.28	498021	
BEAUMONT TRACTOR COMPANY	392.20	498025	
CARDINAL GLASS, INC.	170.00	498028	
COASTAL WELDING SUPPLY	80.83	498029	
S.E. TEXAS BUILDING SERVICE	4,246.66	498065	
E. SULLIVAN ADVERTISING & DESIGN	7,738.82	498085	
TRACE ANALYTICS, INC.	374.95	498110	
LOWE'S HOME CENTERS, INC.	149.28	498113	
CENTERPOINT ENERGY RESOURCES CORP	117.18	498122	
BELT SOURCE	16.84	498126	
RUTTY & MORRIS LLC	343.42	498130	
COASTAL BUSINESS FORMS	490.55	498160	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	43.12	498165	
PETROLEUM MATERIALS LLC	7.35	498171	
REPUBLIC SERVICES	305.00	498178	
TITAN AVIATION FUELS	1,495.00	498193	
CY-FAIR TIRE	210.84	498196	
JM TEST SYSTEMS, INC	360.00	498205	
CHARTER COMMUNICATIONS	115.59	498218	
ODP BUSINESS SOLUTIONS, LLC	96.16	498221	
MUNRO'S UNIFORM SERVICES, LLC	98.98	498222	
			21,695.05**
AIRPORT IMPROVE. GRANTS			
FITZ & SHIPMAN, INC.	35,000.00	498036	
SILSSEE FORD INC	74,225.00	498165	
APPLIED PAVEMENT TECHNOLOGY, INC.	2,581.32	498213	
			111,806.32**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	25,593.82	498123	
RELIANCE STANDARD LIFE INSURANCE	6,353.75	498125	
EXPRESS SCRIPTS INC	123,647.89	498187	
UNITED HEALTHCARE SERVICES INC	1,019.52	498200	
			156,614.98**
SETEC FUND			
REPUBLIC SERVICES	2,425.00	498178	
SHERIFF'S FORFEITURE FUND			2,425.00**
SILSSEE FORD INC	7,217.33	498165	
PAYROLL FUND			7,217.33**
JEFFERSON CTY. - FLEXIBLE SPENDING	14,607.00	497994	
CLEAT	270.00	497995	
JEFFERSON CTY. TREASURER	11,921.48	497996	
RON STADTMUELLER - CHAPTER 13	182.31	497997	
INTERNAL REVENUE SERVICE	208.00	497998	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,920.00	497999	
JEFFERSON CTY. COMMUNITY SUP.	6,815.51	498000	
JEFFERSON CTY. TREASURER - HEALTH	534,391.80	498001	
JEFFERSON CTY. TREASURER - GENERAL	25.00	498002	
JEFFERSON CTY. TREASURER - PAYROLL	1,885,685.34	498003	
JEFFERSON CTY. TREASURER - PAYROLL	652,930.35	498004	
MONY LIFE INSURANCE OF AMERICA	62.88	498005	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,866.89	498006	
JEFFERSON CTY. TREASURER - TCDRS	749,677.67	498007	
JEFFERSON COUNTY TREASURER	3,019.43	498008	
JEFFERSON COUNTY - TREASURER -	8,024.13	498009	
NECHES FEDERAL CREDIT UNION	35,281.43	498010	
JEFFERSON COUNTY - NATIONWIDE	59,022.44	498011	
SBA - U S DEPARTMENT OF TREASURY	277.78	498012	
CONSERVE	196.13	498013	

NAME	AMOUNT	CHECK NO.	TOTAL
INVESCO INVESTMENT SERVICES, INC	706.66	498014	
TRANSWORLD SYSTEMS INC.	181.26	498015	3,969,273.49**
ARPA CORONAVIRUS RECOVERY			
TIDAL BASIN GOVERNMENT CONSULTING	11,910.00	498203	11,910.00**
GLO DISASTER RECOVERY			
DE CORP	88,847.14	498207	88,847.14**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	10,237.77	498132	10,237.77**
MARINE DIVISION			
W.W. GRAINGER, INC.	135.41	498038	
RITTER @ HOME	159.22	498060	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	498081	
SIERRA SPRING WATER CO. - BT	135.84	498108	
BUMPER TO BUMPER	664.10	498121	
THE DINGO GROUP-PETE JORGENSEN MARI	713.55	498131	
VECTOR SECURITY	44.95	498184	
SHERIFF - COMMISSARY			1,913.07**
BOB BARKER CO., INC.	432.90	498024	
LOWE'S HOME CENTERS, INC.	774.64	498113	
SAM'S CLUB DIRECT	3,842.02	498155	
MATERA PAPER COMPANY INC	6,399.74	498161	
TRINITY SERVICES GROUP INC	7,804.50	498197	
			19,253.80**
			6,384,653.97***



**U.S. Department  
of Transportation  
Federal Aviation  
Administration**

**Airports Division  
Southwest Region  
Texas**

**Texas Airports District  
Office:  
10101 Hillwood Pkwy  
Fort Worth, TX 76177-1524**

August 17, 2022

Honorable Jeff Branick  
Jefferson County  
Jacks Brooks Regional Airport  
5000 Jerry Ware Drive  
Suite 100  
Beaumont, TX 77705

Dear Judge Branick,

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-48-0018-040-2022 at Jack Brooks Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 19, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Steven Cooks, (817) 222-5608, [xxsteven.cooks@faa.gov](mailto:xxsteven.cooks@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
\_\_\_\_\_  
Kim Brockman (Aug 17, 2022 00:03 CDT)

Kim Brockman  
Acting Manager, Texas  
Airport District Office



**U.S. Department  
of Transportation  
Federal Aviation  
Administration**

## **AIRPORT INFRASTRUCTURE GRANT**

### **GRANT AGREEMENT**

#### **Part I - Offer**

**Federal Award Offer Date** August 17, 2022

**Airport/Planning Area** Jack Brooks Regional Airport

**Airport Infrastructure Grant  
Number** 3-48-0018-040-2022

**Unique Entity Identifier** EKC1BVNLJXA8

**TO:** County of Jefferson

**(herein called the "Sponsor")**

**FROM:** **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 18, 2022, for a grant of Federal funds for a project at or associated with the Jack Brooks Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Jack Brooks Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Taxiway

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out H.R. 3684, the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

## **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,018,849.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning  
\$ 1,018,849 airport development or noise program implementation; and,  
\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1) Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), and the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 19, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects**. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can, subject to the availability of Federal funds, issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American**. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  1. 15 percent; or
  2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

## **22. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
  1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 7/27/2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    2. Persons and bodies covered - The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
    3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
    4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
    5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
    6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

## SPECIAL CONDITIONS

26. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;
      - iii. Type of pavement; and,
      - iv. Year of construction or most recent major rehabilitation.
    2. Inspection Schedule.
      - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      - i. Inspection date;
      - ii. Location;
      - iii. Distress types; and
      - iv. Maintenance scheduled or performed.
    4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

27. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  4. Qualifications of engineering supervision and construction inspection personnel;
  5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
    - i. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
    - ii. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

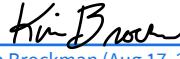
28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

  
Kim Brockman (Aug 17, 2022 00:03 CDT)

(Signature)

Kim Brockman

(Typed Name)

Acting Manager, Texas ADO

(Title of FAA Official)

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated August 17, 2022



County of Jefferson

*(Name of Sponsor)*

*Jeff Branick*

Jeff Branick (Aug 17, 2022 08:56 CDT)

*(Signature of Sponsor's Authorized Official)*

By: Jeff Branick

*(Typed Name of Sponsor's Authorized Official)*

Title: County Judge

*(Title of Sponsor's Authorized Official)*

ATTEST

*Laurie Branick*

DATE 8-23-22

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Kathleen Kennedy, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at August 18, 2022

By: Kathleen Kennedy  
Kathleen Kennedy (Aug 18, 2022 08:57 CDT)  
(Signature of Sponsor's Attorney)

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<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

**B. Duration and Applicability.****1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

**2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

**3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

### **FEDERAL LEGISLATION**

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- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### ***SPECIFIC ASSURANCES***

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

**2. Responsibility and Authority of the Sponsor.****a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The (**County of Jefferson**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of April 18, 2022.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**Jefferson County Clerk  
Proposed Records Archive Plan  
For Fiscal Year 2022-2023**

In accordance with Local Government Code Sec. 118.025, the Jefferson County Clerk, Laurie Leister, proposes the following expenditures be made from funds collected under this section by imposition of a “Records Archive” fee which was adopted by the Jefferson County Commissioners’ Court on August 4, 2003 and which was effective September 1, 2003:

Contractual Preservation Project <i>(Preservation, Restoration, and Imaging of Records created before 1990 – Outsource via RFP specs)</i>	\$ 275,000.00
Stationery & Office Supplies <i>(Microfilm Supplies, Barcode labels, Scanner consumables, and other supplies used in the Preservation and Restoration of Records filed before 1990)</i>	\$ 2,000.00
Salaries-Deputy County Clerks <i>(Education Pay for Deputies working on the Preservation and Restoration of the County Clerk’s Records Archive)</i>	\$ 9,000.00
Extra Help <i>(Salaries for temporary/part-time extra help to work on the Preservation and Restoration of the County Clerk’s Records Archive)</i>	\$ 90,254.00
Fringe Benefits	\$ 27,742.00
<b>Total Proposed Expenditures</b>	<b>\$ 403,996.00</b>



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

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

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

August 17<sup>th</sup>, 2022

Judge Jeff R. Branick and  
 Commissioner's Court  
 Jefferson County Court House  
 Beaumont, Texas 77701

Gentlemen:

Consider and approve wire for \$60.00 to cover Safekeeping Fees from Wells Fargo Securities for the month of July, 2022.

Sincerely,

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

Charlie Hallmark, CIO

**Jefferson County District Clerk**  
**Jamie Smith**



## **2023 DISTRICT CLERK RECORDS ARCHIVE PLAN**

### **I. BACKGROUND AND PURPOSE**

The District Clerk's office maintains millions of records dating back from the mid 1800's to present. These records are on various forms of medium ranging from hard bound binders, roll film and micro fiche, as well as original paper documents. In the year 2000 our office began the process of using scanned imaging. Efile has been mandated in Civil, Criminal and Family Law filings. Imaged records are accessible to law firms through our website online documents and the public through our public terminals in the District Clerk's office.

In 2016 we began outsourcing civil files to be imaged for archival purposes. Our paper file inventory consists of 199,063 cases dating from 1992 to present. There remains over 25 years of back file scanning that needs to be imaged for archival purposes.

### **II. AUTHORITY**

The responsibilities of the District Clerk and their authority to govern the records of the Jefferson County District Courts are established by the Texas Government Code. The Texas State Library and Archives Commission, Schedule DC – Records Retention, establishes the retention period for all documents maintained by the District Clerk. The Jefferson County District Clerk is the Records Management Officer for all records of the District Courts of Jefferson County, Texas.

### **III. 2022 DESIGNATION OF COURT DOCUMENTS**

Pursuant to the Texas Government Code, Chapter 51, Section 305, the District Clerk hereby designates that in lieu of filing records control schedules, we have adopted records control schedules that comply with minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission for use in our records management program. In doing so, I also certify that the administrative rules for electronic records, adopted by the commission under Local Government Code 205.003(a) will be followed for records subject to the rules. For the purpose of this section the following documents constitute the Jefferson County District Courts Records Archive:

#### **A. Civil and Tax Courts**

Civil Court Dockets (1844 - 1984)  
 Civil Court Indexes (1844 - 1984)  
 Civil Court Minute Books (1844 - 1984)  
 Civil Court Minutes Film/Paper Source (1984 – Present)  
**Civil Court Case Filings Paper Source (1988 – Present)**  
 Execution Docket Books (1850 – 2004)  
 Executions and Orders of Sale Civil and Tax (1850 – 2004)  
 Tax Court Minute Books (1903 – 1967)  
**Tax & Court Case Filings Paper Source (1992 – Present)**  
**Civil filings paper source = 36,032**

032

#### **B. Criminal Courts**

Criminal Court Indexes (1904 – 1985)  
 Criminal Court Minute Books (1929 -1987)  
**Criminal Court Case Filings Paper Source (1996 – Present)**  
**Criminal filings paper source = 72,230**

#### **C. Family Courts**

Family Court Case Files:  
 - Adoptions  
 - Name Change Petitions  
 - Paternity Suits  
 - Voluntary Legitimating Petitions and Statements  
 Family Court Dockets (1844 – 1984)  
 Family Court Indexes (1844 – 1984)  
 Family Court Minute Books (1894 – 1988)  
**Family Court Case Filings Paper Source (1992 – Present)**  
**Family Court filings paper source = 86,022**

#### **D. Juvenile Courts**

Juvenile Case Files:  
 - Adoption  
 - Paternity Suits (Adjudicating parentage)  
 - Name Change Petitions  
 - Voluntary Legitimating Petitions and Statement  
 Juvenile Court Dockets  
 Juvenile Court Minute Books (1910 – 1964)  
 Juvenile Court Indexes (1964 – 1985)  
**Juvenile Court Case Filings Paper Source (1998 – Present)**  
**Juvenile court filings paper source = 5,349**

#### **IV. GOAL**

The goal is to preserve, reproduce and archive all paper documents, regardless of type, as efficiently as possible. To complete our efforts toward electronic storage of all case files, we envision using computers to access all records with a view to the future of using the computers entirely for court activity. In addition to preserving the documents, the images will be added to our existing imaging system and improve customer service. Additionally, significant space savings will be realized once paper documents are destroyed.

It is the intent to use a portion of the Records Archive SB1685 fund balance for archiving seminars, archiving equipment and continuing a back file scan projects.

#### **V. FUNDING**

Projected Annual Revenue (SB1685)

**Based on FY 2021-2022 filing figures**

YEAR	Beginning Fund Balance	Estimated Revenues	Estimated Expenditures	Estimated Ending FB
FY 2021	\$60,833	\$25,100	<b>\$58,410</b> <i>\$13,675 DPS Project Carryover Equipment Maintenance \$3035 Kofile Book Preservation \$40,500 Archive Seminars \$1200</i>	\$ 27,523
FY 2022	\$52,612	\$35,100	<b>\$50,762.84</b> <i>Equipment Maintenance \$3035 Kofile Book Preservation \$38,505 Archive Shelving Unit \$1,522.84 DPS Project \$6,500 Archive Seminars \$1200</i>	\$36,949.16
FY 2023	\$11,338	\$0.00	<b>\$11,330</b> <i>Equipment Maintenance \$1,990 Kofile Book Preservation \$9,000 Archive Seminars \$340</i>	



AUTHORIZED DEALER

## MAINTENANCE AGREEMENT

Customer Number: JEF777

MAY, 2022

**Billing Address:**

JEFFERSON COUNTY DISTRICT CLERKS OFFICE  
ROOM 203  
1085 PEARL STREET  
BEAUMONT, TX 77701

**Equipment Location:**

JEFFERSON COUNTY DISTRICT CLERKS OFFICE  
ROOM 203  
1085 PEARL STREET  
BEAUMONT, TX 77701

ATT: DARLENE TYDLACKA  
dtydlacka@co.jefferson.tx.us

631-351-2423  
FAX:

ATT: LA-SHANTA HOLLOWAY  
lholloway@co.jefferson.tx.us

### CONTRACT INFORMATION

Contract Number:	Contract Type:	Contract Effective Dates From: * To:	Contract Price:
C-345	CMAC	\$ 995.00	

\*1 YEAR FROM ACCEPTED DATES

### EQUIPMENT INFORMATION

Equipment Make:	Equipment Model:	Equipment S/N:
MINOLTA	MS6000 W/ MSP3000 Printer UC-2 Carrier	727911022016 / 31183386

### EXPLANATION OF CONTRACT TYPES

**CMAC: Comprehensive** Provides 100% coverage of all technical and preventative maintenance calls on an annual basis. Travel time, labor, all emergency calls and parts (except glass, lamps, drums, and consumables) are included.

**CLMAC: Comprehensive labor** Same as Comprehensive (CMAC) above, however, all parts are billable.

**SMAC: Standard** Contract includes a specified number of service calls each year. The number of calls is noted in the contract information section above. All parts are billable.

**NOTE:** Equipment not provided or previously serviced by PMA is subject to inspection prior to maintenance coverage. Necessary repairs and inspection are billable in addition to agreement pricing.

### PLEASE SIGN AND RETURN WITH PURCHASE ORDER TO CONTINUE FULL COVERAGE

**Customer Approval:** Po # \_\_\_\_\_  
By: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Precision Microproducts of America, Inc. Approval:**  
By: \_\_\_\_\_  
Signature:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: **CARLOS FERNANDES** \_\_\_\_\_

Title: \_\_\_\_\_ Date: / / \_\_\_\_\_

Title: ACCOUNT REPRESENTATIVE Date: **5 / 13 / 22** \_\_\_\_\_  
[carlosf@p-m-a.com](mailto:carlosf@p-m-a.com)

### **PRECISION MICROPRODUCTS OF AMERICA, INC.**

7 OLD DOCK ROAD SUITE 3 YAPHANK, NY 11980

Orders: 1-800-932-9215 Phone: 1-631-580-3456 Fax: 1-631-580-3003

[WWW.P-M-A.COM](http://WWW.P-M-A.COM)



AUTHORIZED DEALER

## MAINTENANCE AGREEMENT

Customer Number: JEF777

MAY, 2022

**Billing Address:**

JEFFERSON COUNTY DISTRICT CLERKS OFFICE  
ROOM 203  
1085 PEARL STREET  
BEAUMONT, TX 77701

**Equipment Location:**

JEFFERSON COUNTY DISTRICT CLERKS OFFICE  
ROOM 203  
1085 PEARL STREET  
BEAUMONT, TX 77701

ATT: DARLENE TYDLACKA  
[dtყlacka@co.jefferson.tx.us](mailto:dtყlacka@co.jefferson.tx.us)

631-351-2423  
FAX:

ATT: LA-SHANTA HOLLOWAY  
[lholloway@co.jefferson.tx.us](mailto:lholloway@co.jefferson.tx.us)

### CONTRACT INFORMATION

Contract Number:	Contract Type:	Contract Effective Dates From: * To:	Contract Price:
C-346	CMAC	* *1 YEAR FROM ACCEPTED DATES	\$ 995.00

### EQUIPMENT INFORMATION

Equipment Make:	Equipment Model:	Equipment S/N:
CANON	MS300 W/ FP450 Printer RFC-200 Carrier	CS301728

### EXPLANATION OF CONTRACT TYPES

**CMAC: Comprehensive** Provides 100% coverage of all technical and preventative maintenance calls on an annual basis. Travel time, labor, all emergency calls and parts (except glass, lamps, drums, and consumables) are included.

**CLMAC: Comprehensive labor** Same as Comprehensive (CMAC) above, however, all parts are billable.

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Customer Approval: Po # \_\_\_\_\_  
By: \_\_\_\_\_  
Signature: \_\_\_\_\_

Precision Microproducts of America, Inc. Approval:  
By: \_\_\_\_\_  
Signature: 

Print Name: \_\_\_\_\_

Print Name: CARLOS FERNANDES \_\_\_\_\_

Title: \_\_\_\_\_ Date: / / \_\_\_\_\_

Title: ACCOUNT REPRESENTATIVE Date: 5 / 13 / 22 \_\_\_\_\_  
[carlosf@p-m-a.com](mailto:carlosf@p-m-a.com)

### **PRECISION MICROPRODUCTS OF AMERICA, INC.**

7 OLD DOCK ROAD SUITE 3 YAPHANK, NY 11980  
Orders: 1-800-932-9215 Phone: 1-631-580-3456 Fax: 1-631-580-3003  
[WWW.P-M-A.COM](http://WWW.P-M-A.COM)

May 13, 2022

**Honorable Jamie Smith  
Jefferson County District Clerk**

## **Preservation and Imaging of Historical Books**

**SUBMITTED BY:**

Billy Gerwick  
Account Executive  
[billy.gerwick@kofile.com](mailto:billy.gerwick@kofile.com)  
(832) 373-9124

**Kofile** 

6300 Cedar Springs Road, Dallas, TX 75235

p: 214.442.6668 | f: 214.442.6669  
[info@kofile.com](mailto:info@kofile.com) | [www.Kofile.com](http://www.Kofile.com)

Dear Honorable Jamie Smith,

This proposal addresses Jefferson County District Clerk's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments, rehousing and imaging. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Jefferson County District Clerk's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC) and is an Awardee of a Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract.

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, creating a security copy, treatment, stabilization, preventative care, or digitization - or any maintenance or repair of the existing resource.

#### **AREAS OF CONCERN**

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

##### *Acidic Paper*

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

##### *Acidic Ink*

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

##### *Mechanical Damage (Use & Abuse)*

Everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Exposed fragments become abused even with careful use.

##### *Binding Margin*

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the only solution. If a volume were rebound as is, without encapsulation, vital information would be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books. Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the

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paper. A sheet's binding margin should never be compromised.

*Broken Book Block*

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

*Failing Index Stacks*

Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

*Tape & Non-Archival Adhesives*

The Library of Congress warns about the culprits of "pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes"— all are unstable. These tapes and adhesives "will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove."<sup>1</sup>

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save this collection, the underlying issues causing the deterioration of the sheets' margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.

*Lamination Removal*

Kofile conservators address the "Laminate" process to the fullest extent possible damage to underlying paper and inks in accordance with the AIC Code of Ethics and Guidelines Item 21. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the "Laminate" depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document's paper or ink. If conservators cannot remove the laminate safely, Kofile will contact the County directly to discuss alternatives.

*Non-Archival Quality Materials*

The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

**TEMPERATURE & HUMIDITY MONITORING**

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point

of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

*Red inks smear first, then blue inks, and lastly, black inks.*

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water soluble inks (such as signatures) is vital. These records are extremely fragile.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at [www.dpcalc.org](http://www.dpcalc.org) to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplified above). The image above is property of IPI.

#### TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

##### *Dismantle*

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

##### *Surface Cleaning*

Surface cleaning sheets removes materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

##### *Removal of Fasteners*

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

##### *Removal of Tape, Adhesives, Varnish, or Old Repairs*

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48–72 hours.

when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

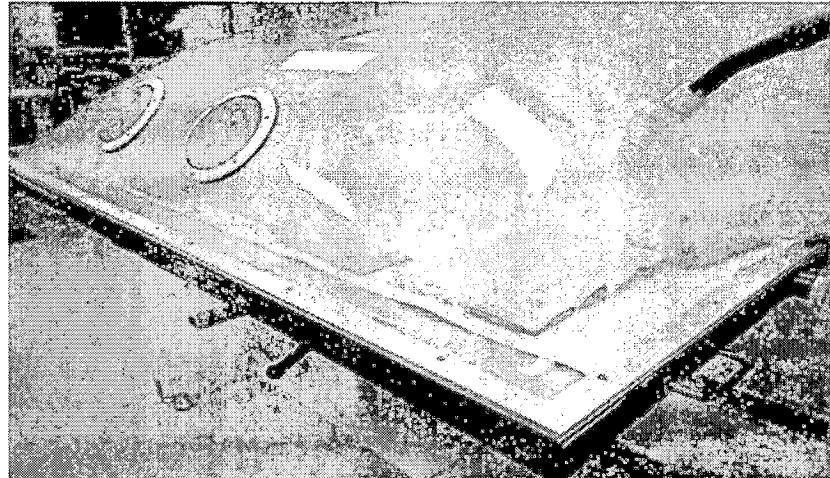
Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.

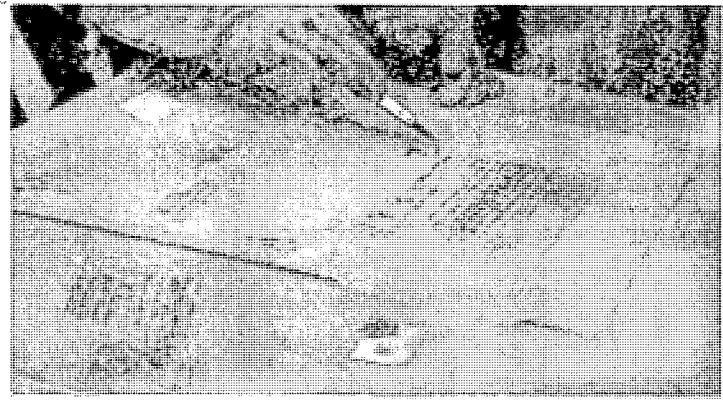
*Flattening and Humidification*  
Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to "flatten" paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.

After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment, with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of brittleness or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the document is going to be encapsulated.



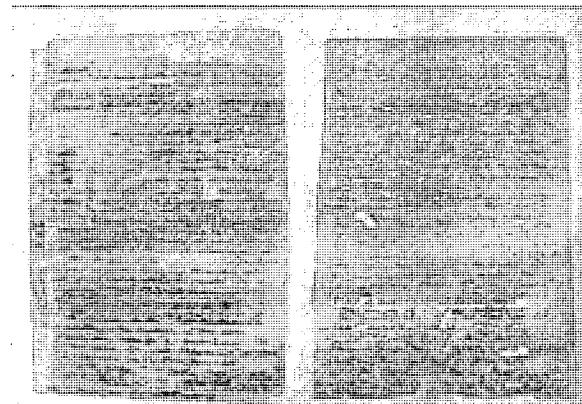
A specialized paper and paste is commonly used and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion.



The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.

A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive.

An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.

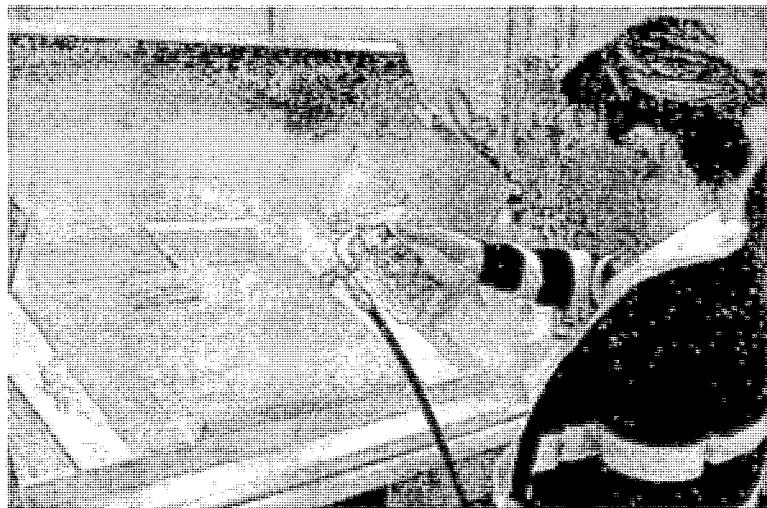


#### *Deacidification*

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through a HVAC system for optimum performance.

A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.

Once the buffer is applied, the paper's pH alters slowly. After deacidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.



#### *Encapsulation*

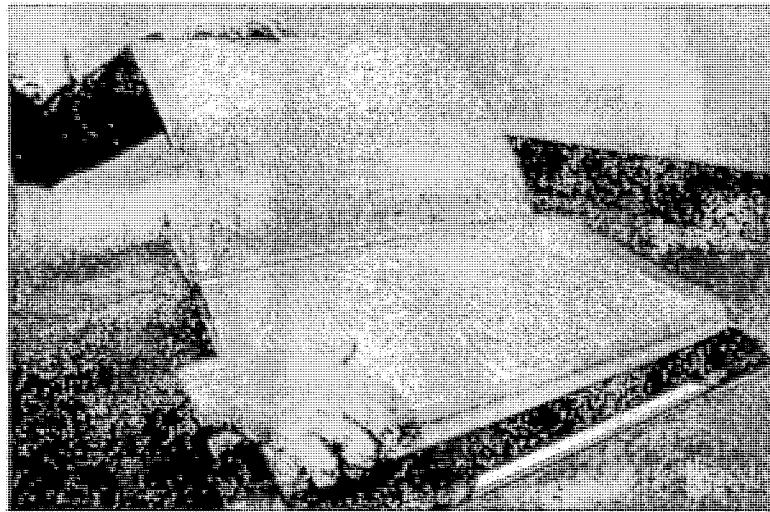
In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid,

dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, odorless, and is resistant to distorting or melting in case of fire.

Each sheet is encapsulated in a 2 mil patented polyester pocket: Lay Flat Archival Polyester Pocket™, US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbond polyester, statically seals out

atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).

This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½" or 1¼" binding margin.



**ARCHIVAL RECORDER BINDERS**

Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.

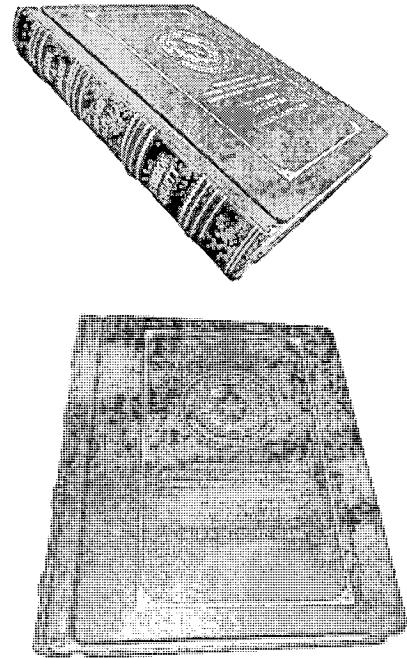
Kofile manufactures binder components at 1/4" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.

***Stamping***

Title stamping can follow the same format/style of the originals. A stamping sheet is sent to the County for approval. If any titling, dates, or other information from an original volume is noted in error, the County is notified. Any changes are approved by the County. Tooling is performed with 23-karat gold foil.

***Heritage Recorder Binder***

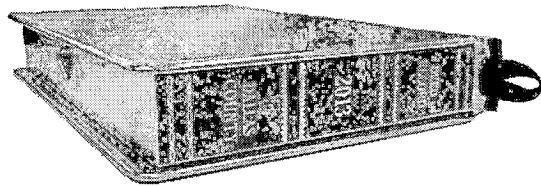
The Heritage Recorder Binder (pictured right) is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. Cover printing is foil on the leathers and hot stamp printing on the canvas.



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**Disaster Safe Binder™ (DSB)**

The DSB provides unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption. The primary problem in 2005 was 100% relative humidity. With weeks of no power, mold was rampant. A hard lesson, the DSB addresses what went wrong in that disaster.



The DSB enables the encapsulated sheets to hang from the binder's posts—much like a hanging vertical plat cabinet. This feature allows collections to return in a smaller storage footprint with 4Post™ Shelving.



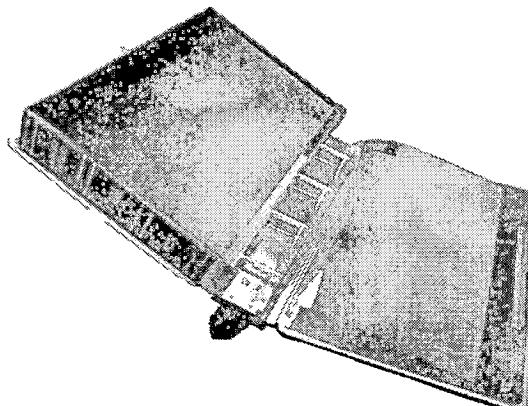
Any product that fails to operate properly or maintain its original integrity is replaced at no cost to Jefferson County District Clerk. This is Kofile's commitment of value and service to its customers.

The DSB provides functionality and access ease while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value. It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. The DSB also features a lifetime warranty against rust.

**Other DSB Features Include:**

**Stainless Steel**—The metal mechanism and book block apron are constructed of stable, corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.

**Support to the Book Block**—The DSB is equipped with a Polyester Foam Insert, which ensures physical support to the book block and allows library-style storage.



**Microclimate**—The DSB creates a Microclimate, an independent, stable environment separating sheets from the external atmosphere.

**Security Lock**—A security lock hinge protects from theft.

**Nonflammable & Self-Extinguishing**—With nonflammable cover boards and materials, the DSB is self-extinguishing. These proprietary features, protect the contained pages in extreme temperatures.

## ARCHIVAL DIGITIZATION

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is

not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Archival digitization includes capture and processing (custom image enhancement and cleanup) and optimization for access. Security backups are captured on archival microfilm with a Life Expectancy (LE) of 500 years.

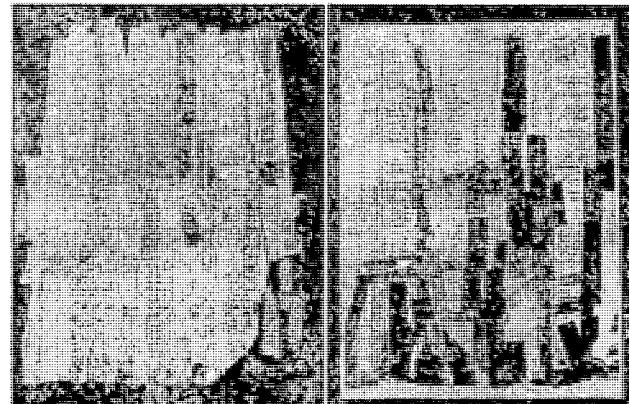
Kofile's services are unique because materials are addressed according to their conditions and fold endurances without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents and use the best hardware and software available. Many projects involve re-work for collections already imaged or indexed by low-bid vendors. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture.



*What would this image look like if scanned "AS IS?"*

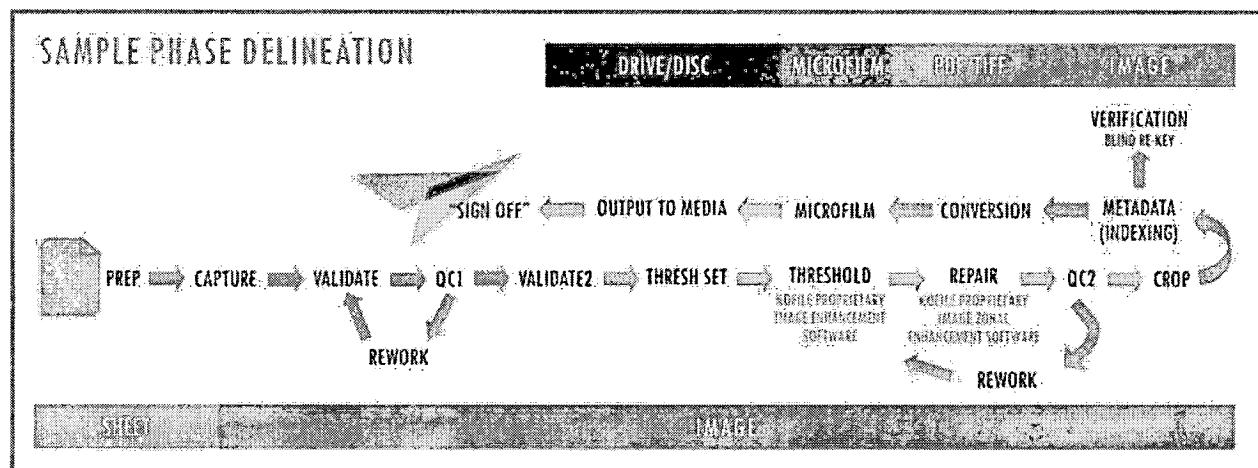
*Imaging WITHOUT Conservation*

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.



*What would this image look like if scanned "AS IS?"*

### *Imaging WITHOUT Co-assembly*

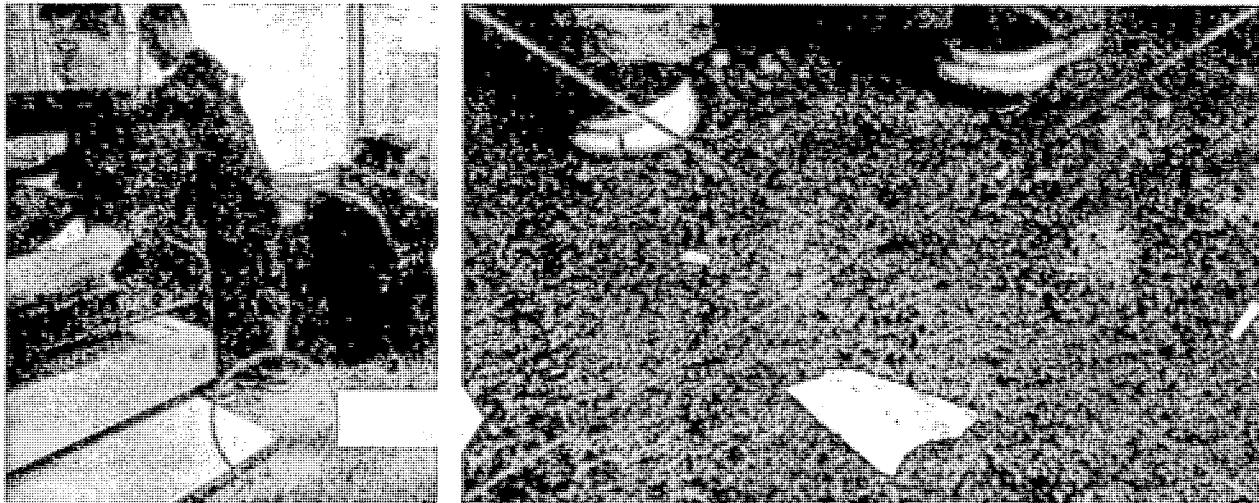


## IMAGING OVERVIEW

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is marked with a "Best Possible Image Indicator" or treated with further enhancements.

Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest

image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format. Images are optimized and scaled for system output.



The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

*Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." Evansville Courier & Press, August 21, 2012.*

### IMAGE PROCESSING AND ENHANCEMENT

IMAGEPERFECT is Kofile's proprietary digital SLR-based software which utilizes proprietary algorithms, critical for capturing different densities and quality levels in a collection, to provide optimal quality and uniform images. Image Perfect measures each image at a minimum for the following attributes:

- White-on-white images
- Synchronizing images from different scanners
- Floating page cropping & segmentation
- Rotating & de-skewing images
- Tone correction
- Resolution adjustments
- Metadata Normalization

Kofile utilizes the Microsoft® SQL database as the underpinning for its production systems and IMAGEPERFECT allows operators to interactively build and edit image processing scripts, which can be saved for batch processing. Progress tracking capabilities can identify exceptions enabling supervisors to quickly and efficiently correct problems. This software automatically detects and compensates for a scanner(s) variances. The Assured Image delivers consistent, high-quality output.

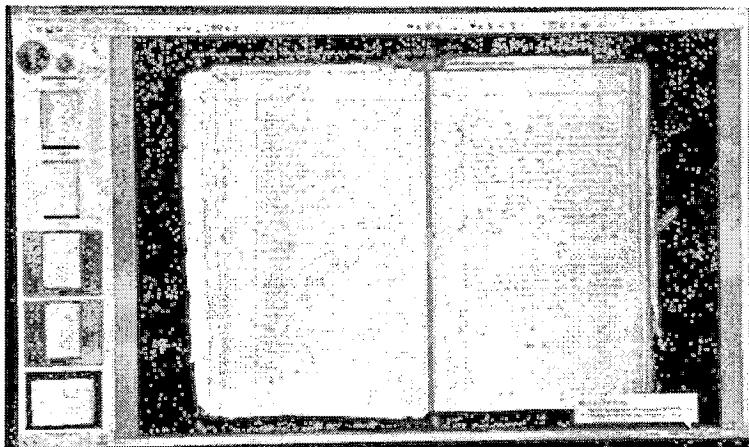
IMAGEPERFECT enables repair of the currently displayed image without rescanning which could compromise image integrity, and uses custom image clean-up and enhancements such as deskew, despeckle, character repair, and zonal processing to improve legibility. Kofile maintains 100% document integrity and image control with exclusive image locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are "normalized." Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

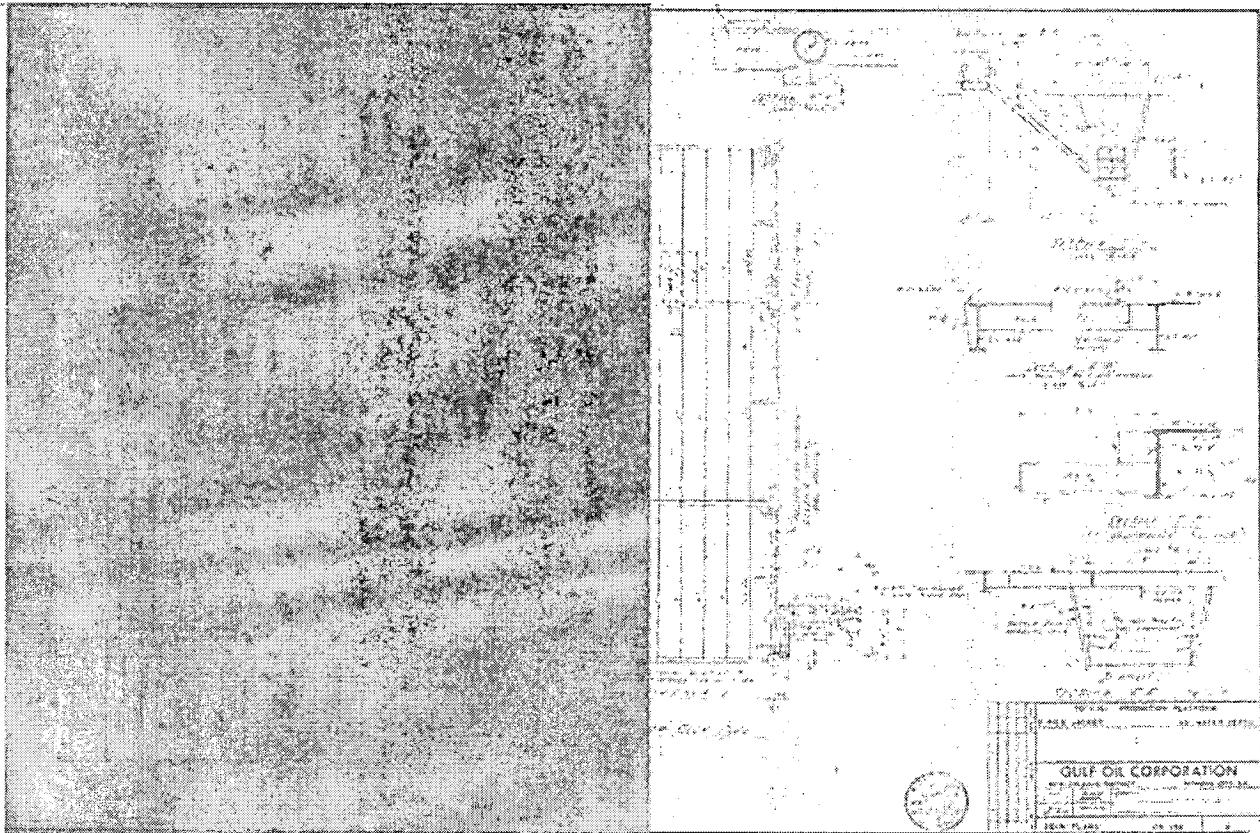
Quality Targets (pictured herein) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. IMAGEPERFECT measures each image at a minimum for:

- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data

If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.



If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.



Examples of imaging before (L) and after (R) image cleanup and enhancements.

#### Quality Control (QC)

Our Quality Control (QC) process ensures that all images are certified. **Each image is sight checked during QC.** Each page is checked to ensure there are no missing pages, double feeds, or "A" pages, which may have been added. Every image is inspected and a statistical, random, batch-based review of 8% of the inventory is conducted before delivery. Jefferson County District Clerk can receive an image log noting the steps employed.

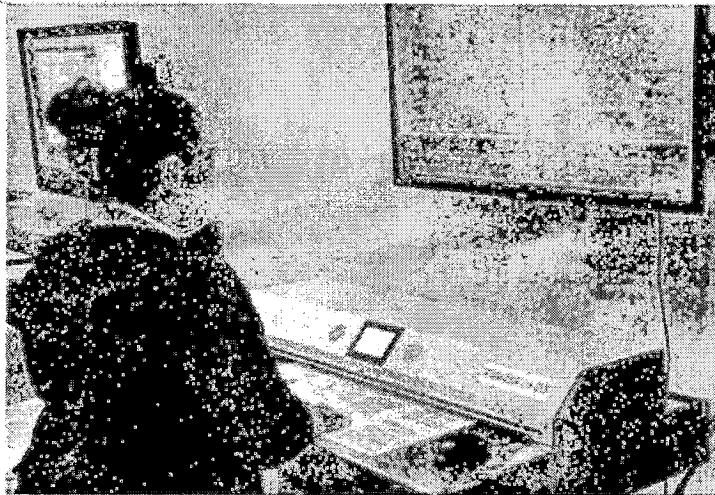
#### Advanced Equipment

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All of scanners employ page detection to adjust for varying sizes of paper and, more importantly, thicknesses to reduce "pull-throughs" on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

**WideTek**

This wide-format duplex scanner digitizes two-sided printed documents up to 36" in width. The scanner needs only 2.5 seconds to scan

both sides of the page in a single pass at a resolution of 300 dpi. This scanner ensures the best possible gentle document transport and digitizes historical and fragile documents without damage to the source document.

**SCOPE OF SERVICES**

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

**Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)**

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than  $\pm .5$ .
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyrill SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1 1/4" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

**Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)**

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.
- Maps will be captured at a minimum of 600 dpi. Full color, gray scale and black and white will be determined with each document type/book.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format.

- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to insure best quality image.
- Images are named (tagged for the directory file structure) at case level by book, volume, and page (or other requested fields).
- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case number.
- Page Validation (automated PG. numbering for validation).
- If applicable, images are optimized and scaled for system output.
- If requested, annotations are supported to enable the electronic addition (either custom or Book/Volume/Page) on the digital image to assist in recording keeping.
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges.
- STITCHING: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page. Amendments are stitched to the appropriate Certificate and indexed in place of the original Certificate.
- Jefferson County District Clerk receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.
- Kofile can hold a security copy of all images for safekeeping.

#### PROJECT PRICING

Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts. Final billing occurs on actuals per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Jefferson County District Clerk			
Project Overview			
Record Series	Volume	Level of Service	Estimated Total
Book	1 - 4	PRV/IM	\$9,000.00

#### PROPOSAL ACCEPTANCE

Payment Terms: Pay 50% upon executed agreement with the balance due upon project completion.

Signature/Title of Authorized Official

Date

#### ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Jefferson County District Clerk is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Jefferson County District Clerk. This policy applies to any

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agreement, verbal or written, between Jefferson County District Clerk and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Jefferson County District Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, in-vitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Jefferson County District Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick

*Billy Gerwick*

c: (832) 373-9124

e: billy.gerwick@kofile.com

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# DISASTER RECOVERY TASK FORCE

August 17th, 2022

Dear Sir/Madam,

Congratulations! After careful consideration, we are pleased to inform you that your application for the Disaster Recovery Task Force has been approved for membership.

The Disaster Recovery Task Force was created to assist jurisdictions that have been impacted by an emergency or disaster, to recover more efficiently by starting the recovery process early in the response phase. We believe that you have the necessary qualities to fulfill this mission and look forward to working with you.

Next Steps:

- Review the attached TEMAT MOU for signature.
- Once signed by you and your supervisor, follow the link to the TEMAT MOU Submission Portal.
- Select the team(s) in which you are a member and DRTF.
- Fill out the form with the appropriate information.
- Upload the signed document and an official form of ID.

**TEMAT MOU Submission Portal Link:**

<https://arcg.is/09KX0f>

Best regards,

*Kharley Smith*

**Kharley Smith**

Division Chief

TEMAT - Disaster Recovery Task Force

Texas Division of Emergency Management



**Memorandum of Understanding**  
**Between**  
**[Texas Emergency Management Assistance Teams Program**  
**Administrator]**  
**And**  
**Texas Emergency Management Assistance Teams Employee**  
**Member**  
**And**  
**Participating Jurisdiction/Employer**

This memorandum of understanding (MOU) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_, and becomes effective the date of final signature, by and between the Texas Emergency Management Assistance Teams (TEMAT) state agency and/or nonprofit program administrator(s) the Texas Division of Emergency Management (TDEM), a member of The Texas A&M University System and agency of the State of Texas; the Texas A&M Engineering Extension Service (TEEX), a member of the Texas A&M University System and agency of the State of Texas; the Texas A&M Forest Service (TFS), a member of the Texas A&M University System and agency of the State of Texas; and \_\_\_\_\_ (member) and his/her employer, a TEMAT participating jurisdiction/employer, \_\_\_\_\_ (jurisdiction).

**I. PURPOSE**

To delineate responsibilities and procedures for TEMAT activities under the authority of Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan.

TEMAT programs in the table below are administered by the state agency administrators (administrators) also listed below:

<b>TEMAT Program</b>	<b>State Agency Program Administrator</b>	<b>Program Summary</b>
Disaster Recovery Task Force	Texas Division of Emergency of Management (TDEM)	Provides support through multiple areas of expertise not listed below.
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force Search and Rescue Teams (TX-TF)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 1 Region 3

All-Hazards Incident Management Teams (AHIMT)	Texas A&M Forest Service (TFS)	Provides incident command post and emergency operations support
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

## II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of the State of Texas at the option of the participating jurisdiction/employer. These activities may be in conjunction with, or in preparing of, a local, state or federal declaration of disaster. The scope of this MOU also includes training activities sponsored by local jurisdictions and administrators to maintain TEMAT operational readiness.

## III. PERIOD OF PERFORMANCE

This MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with section VIII.B. of this MOU.

## IV. DEFINITIONS

- A. **Administrator**: State agency and/or nonprofit administrative body participating in the program or administering the program on behalf of the State of Texas.
- B. **Backfill**: The assignment of personnel by a participating jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT member.
- C. **Member**: An employee of a jurisdiction/employer who has been formally accepted into a TEMAT program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a member and who has executed a separate individual agreement for their participation in a TEMAT program with the concurrence of their jurisdiction/employer.
- D. **Participating Jurisdiction/Employer (Jurisdiction)**: A TEMAT member's employer, which, by the execution of this MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. **Program**: One of the TEMAT programs listed in the above table and administered by a Texas state agency and/or nonprofit administrative body to provide assistance during an emergency event or disaster.
- F. **TEMAT**: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local jurisdictions.

- G. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, and funding of a participating jurisdiction in order to develop and maintain capabilities of the member and TEMAT.
- H. TEMAT Training and Exercises – Administrator Sponsored: Training and/or exercises performed at the direction, control, and funding of the administrator. TEMAT sponsored training shall be coordinated prior to the event with TDEM and/or administrators to receive written authorization to conduct such training.
- I. Disaster Recovery Task Force (DRTF): The section of TDEM responsible for maintaining all TEMAT program information to include but not limited to this MOU and the TEMAT Business and Operation Manual.
- J. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.

## **V. RESPONSIBILITIES**

- A. The DRTF shall be responsible for the following:
  - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this MOU.
  - 2. Maintain, in coordination with administrators, a TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to administrators, jurisdictions, and members.
  - 3. Provide training to members. Training shall be consistent with the objectives of the TEMAT program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
  - 4. Work with administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT programs.
  - 5. Provide coordination between the administrators, other relevant governmental and private entities, participating jurisdiction/employer, and member.
  - 6. Maintain overall TEMAT contact list for all participating jurisdictions and members.
  - 7. Maintain personnel files for all Disaster Recovery Task Force members to maintain training records, emergency notification information, and other documentation required by the administrators.
- B. The administrator shall be responsible for the following:
  - 1. Recruit and manage TEMAT members according to guidelines outlined in the TEMAT Business and Operations Manual.

2. Produce related portion of TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to members.
3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT program they administer.
4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
5. Provide training to members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
6. Develop, implement, and exercise an internal notification and call-out system for members.
7. Provide coordination between administrator(s), other governmental and private entities, participating agency/employer, and member. Administrators will notify jurisdictions of the need for activation of members.
8. Maintain and submit to, on an as-needed basis, a primary contact list for their respective program, for all participating jurisdictions and members, to the state.
9. Maintain personnel files on all members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by administrators.
10. Ensure the issuance of PIV-I to each member through coordination with TDEM. If removed from team then the PIV-I must be retrieved and revoked immediately. Administrator must retrieve the PIV-I and notify TDEM for immediate revocation.

C. The jurisdiction shall:

1. Determine which TEMAT programs the jurisdiction will support by providing members and being able to respond as requested by the administrator(s).
2. Upon signature, the jurisdiction will submit a roster within 14 calendar days of final signature to the administrator(s). Maintain a roster of all its personnel participating in TEMAT activities and will submit that roster no less than twice a year on May 31 and December 31.
3. Ensure that each TEMAT member meets the necessary professional qualification requirements and experience level with his/her position on each TEMAT program in accordance with the TEMAT Business and Operation Manual.
4. Provide a primary point of contact to the administrator(s) for the purpose of notification of TEMAT activities and for administrative activities.

5. Provide administrative support to member(s) of TEMAT, i.e., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
6. Ensure all reimbursement claims meet the requirements of the TEMAT Business and Operation Manual.
7. Upon notification by the administrator(s), the jurisdiction will determine which members within jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified members deploy.

D. Member shall:

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the TEMAT Code of Conduct in the TEMAT Business and Operation Manual.
3. Advise the administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Ensure availability for immediate call-out during the period in which a member's assigned TEMAT is first on the rotation for activation.
5. Maintain, for deployment, all equipment issued by TEMAT and advise administrator of any lost, stolen, or damaged items assigned to member.
6. Maintain support of jurisdiction for participation in TEMAT activities.
7. Keep jurisdiction advised of TEMAT activities that may require time off from work.
8. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
9. During any period in which TEMAT is activated by the State of Texas or during any TEMAT sponsored or sanctioned training, member shall be acting as a representative of the State of Texas.

## VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. Training and Exercises

TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, members will be requested and/or invited to attend local jurisdiction-sponsored training and/or exercises. These trainings and/or exercises shall be

performed at the direction, control, and funding of the local jurisdiction in order to develop the technical skills of members

TEMAT Training and Exercises – Administrator Sponsored:

Periodically, members will be required and/or invited to attend administrator training and/or exercises. These trainings and exercises shall be performed under the direction, control, and funding of the administrator in order to develop and maintain the incident support capabilities of the TEMAT. Allowable costs will be listed in the TEMAT Business and Operation manual.

**B. Minimum Qualification and Training Requirements**

Participating jurisdictions shall allow members appropriate time to maintain the qualifications required for each position a member fills in the TEMAT programs.

Members are required to attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Failure to attend or maintain qualifications may result in dismissal from the TEMAT program when qualifications are no longer valid.

**VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT**

**A. Reimbursement of Administrators/Jurisdiction**

1. Costs will be reimbursed in accordance with the Texas Emergency Management Division's mutual aid reimbursement policy upon receipt of an accurately completed (all documentation included) reimbursement request.
2. All guidelines and procedures for requesting reimbursement will be maintained in the TEMAT Business and Operation Manual.
3. All financial commitments herein are made subject to the availability of funds from the state.

**B. Categories of Cost Reimbursement**

1. Force Account Labor, which is the labor and benefit costs of a jurisdiction's employee deployed on a TEMAT mission/assignment. Labor reimbursement will be based on jurisdiction policies and rates, including labor reimbursement for portal-to-portal pay. Eligible backfill labor costs will also be reimbursed.

The state, through the administrators, has no obligation to make any payments to or on behalf of a member except as expressly stated in this MOU. The state will not withhold any amount that would normally be withheld from an employee's pay, and the member will not participate in any benefits the State offers to its employees.

2. Travel reimbursement will be based on the jurisdiction's travel policy to include per diem rates and receipt submission.

3. Force Account Equipment will be paid and is the usage of jurisdiction owned equipment by a member while on a TEMAT mission/assignment. All equipment used will be based on hours used and reimbursed based on the current FEMA Schedule of Equipment Rates. If no rate is available, see the appropriate section of TEMAT Business and Operation Manual for the rate.
4. Damaged equipment costs will be reimbursed after submission of documentation showing damage occurred during TEMAT mission/assignment less any insurance proceeds. The TEMAT Business and Operation Manual will provide a process for reporting damages as it relates to repairs or equipment unable to be repaired.
5. Materials costs will be reimbursed based on jurisdiction policies and cost documentation that materials were purchased for use on the incident or taken from inventory for use on the incident.
6. Rentals will be reimbursed based on jurisdiction policies and itemized invoice documentation from the rental vendor and proof of use on the incident.
7. Contracts will be reimbursed based on jurisdiction policies and itemized invoice documentation from rental vendor and proof of use on the incident.

**Note: Refer to the individual program's Business and Operation Manual for specific details on the allowability of costs.**

**C. Medical Care for Injury or Illness**

During any period in which TEMAT is activated by the state of Texas or during any TEMAT sponsored or sanctioned training, TEMAT members shall be included in the coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001.

**VIII. CONDITIONS, AMENDMENTS, AND TERMINATION**

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. This MOU may be terminated by any signing party, upon thirty (30) days written notice.
- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the State shall not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.

- D. This MOU is governed by the laws of the state of Texas. (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the state agency administrators are agencies of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System, has direct or indirect financial interest in the award of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any of The Texas A&M University System members have not been designated by a member of The Texas A&M University System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

## **IX. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT**

Jurisdiction agrees to abide by the terms and conditions of this MOU and the TEMAT Business and Operation Manual. Jurisdiction agrees to allow employees/members to serve as TEMAT members for the approved TEMAT Programs checked below:

<b>TEMAT Program</b>	<b>Check for Participation</b>	<b>Jurisdiction Point of Contact Initials</b>
Disaster Recovery Task Force (DRTF)	<input checked="" type="checkbox"/>	<i>BS</i>
Public Works Response Team (PWRT)	<input type="checkbox"/>	<i>BS</i>
Texas A&M Task Force	<input type="checkbox"/>	
All-Hazards Incident Management Teams (AHIMT)	<input type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input type="checkbox"/>	

## X. POINTS OF CONTACT

### TDEM

**Name:** Chief Nim Kidd  
**Title:** Chair – Texas Emergency Management Council  
**DRTF Div. Chief** Kharley Smith  
**Address Line 1:** 1033 La Posada Dr  
**Address Line 2:**  
**City, State, Zip:** Austin, TX 78752  
**Phone Number:** 512-424-2436  
**Email:** Nim.kidd@tdem.texas.gov

### [Program Adminstrator]

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address Line 1:** \_\_\_\_\_  
**Address Line 2:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

### [Local Jurisdiction]

**Name:** JEFF R. BRANICK  
**Title:** COUNTY JUDGE  
**Address Line 1:** 1149 PEARL ST  
**Address Line 2:** \_\_\_\_\_  
**City, State, Zip:** BEAUMONT, TX 77701  
**Phone Number:** 409.748.0247  
**Email:** JBRANICK@CO.JEFFERSON.TX.US

### [Member]

**Name:** MICHAEL R. WHITE  
**Title:** EMERGENCY MANAGEMENT COORDINATOR  
**Address Line 1:** 1149 PEARL ST.  
**Address Line 2:** \_\_\_\_\_  
**City, State, Zip:** BEAUMONT, TX 77701  
**Phone Number:** 409.617.2890  
**Email :** MSGWHITE.MICHAEL@GMAIL.COM

## **XI. GENERAL PROVISIONS**

- A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this MOU constitutes acceptance of the authority of the State, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Member shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to the member under this MOU may be applied directly toward certain debts or delinquencies that member owes the state of Texas or any agency of the state of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, the member shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member that cannot be resolved in the ordinary course of business. Member shall submit written notice of a claim of breach of contract under this Chapter to the state's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

## **XI. ENTIRE AGREEMENT**

This MOU, along with the following Attachments, reflects the entire agreement between the parties:

Attachment A, TEMAT Business and Operation Manual

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Administrator, member, and jurisdiction hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that was made prior to the execution of this MOU have been reduced to writing and are contained herein. Administrator, member, and jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature:

Name: W. Nim Kidd

Title: Chief, Division of Emergency Management

Date:

[STATE AGENCY PROGRAM ADMINISTRATOR – IF APPLICABLE]

Signature:

Name:

Title:

Date:

LOCAL JURISDICTION EMPLOYER

Signature:

Name: JEFF R. BRANICK

Title: COUNTY JUDGE

Date: 8-23-22

ATTEST

DATE 8-23-22

Karen Kase



TEMAT PROGRAM MEMBER

Signature:

MICHAEL R. WHITE

Name:

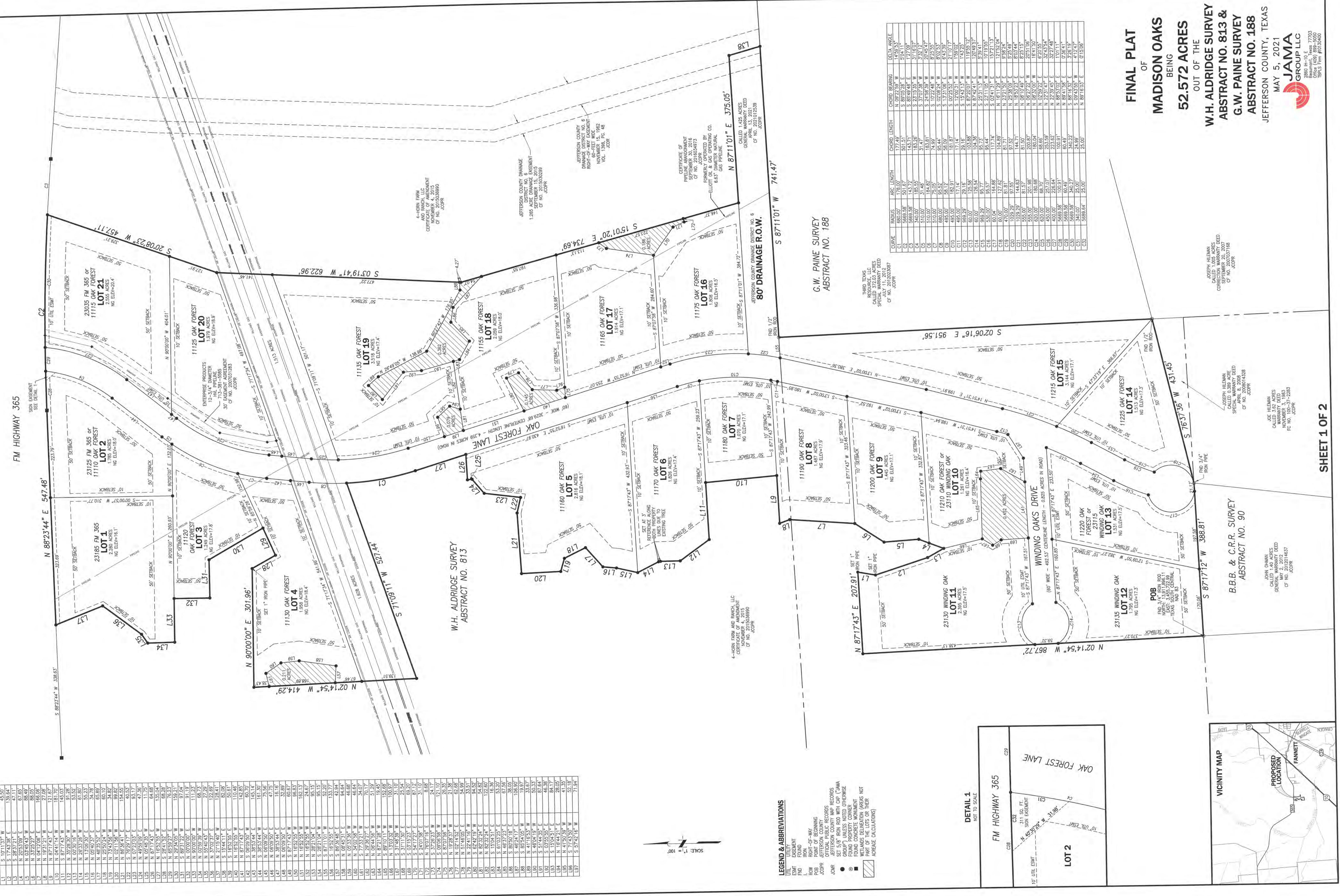
MICHAEL R. WHITE

Title:

EMERGENCY MANAGEMENT COORDINATOR

Date:

8-23-22



### FIELD NOTE DESCRIPTION - 52.572 ACRES

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

BEGINNING AT A 3/4-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE HERIN DESCRIBED TRACT, AN ANGLE CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, SAME BEING LOCATED IN A SOUTH LINE OF SAID G.W. PAINE SURVEY, ABSTRACT NO. 188 AND UNDER CLERK'S FILE NO. 201204867 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, SAME BEING LOCATED IN A SOUTH LINE OF SAID G.W. PAINE SURVEY, ABSTRACT NO. 188 AND THE NORTH LINE OF THE B.B. & C. RR. SURVEY, ABSTRACT NO. 90, SAID POINT OF BEGINNING HAS A TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983 (NAD 83), SOUTH CENTRAL ZONE (U.S. SURVEY FOOT) VALUE OF NORTH: 13,911,896.11 AND EAST: 3,455,722.99;

THENCE, IN A NORTHERLY DIRECTION, OVER AND ACROSS SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT THE FOLLOWING FORTY-THREE (43) COURSES AND DISTANCES:

1. NORTH 02°14'54" WEST, A DISTANCE OF 867.72 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
2. NORTH 87°17'43" EAST, A DISTANCE OF 207.91 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
3. SOUTH 10°11'37" WEST, A DISTANCE OF 45.50 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
4. SOUTH 17°43'38" EAST, A DISTANCE OF 139.64 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
5. SOUTH 28°37'21" EAST, A DISTANCE OF 47.11 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
6. NORTH 20°53'09" EAST, A DISTANCE OF 67.65 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
7. NORTH 03°45'43" WEST, A DISTANCE OF 88.49 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
8. NORTH 33°25'27" EAST, A DISTANCE OF 88.05 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
9. NORTH 04°12'06" EAST, A DISTANCE OF 166.06 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
10. NORTH 19°31'21" WEST, A DISTANCE OF 27.08 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
11. NORTH 87°17'43" EAST, A DISTANCE OF 121.67 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
12. NORTH 04°41'14" WEST, A DISTANCE OF 181.70 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
13. SOUTH 87°17'43" WEST, A DISTANCE OF 145.03 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
14. NORTH 35°28'30" WEST, A DISTANCE OF 91.28 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
15. NORTH 00°30'16" WEST, A DISTANCE OF 53.52 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
16. NORTH 26°33'26" WEST, A DISTANCE OF 61.80 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
17. NORTH 13°06'30" EAST, A DISTANCE OF 55.23 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
18. NORTH 05°40'37" EAST, A DISTANCE OF 34.78 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
19. NORTH 48°35'52" EAST, A DISTANCE OF 65.89 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
20. NORTH 25°50'24" WEST, A DISTANCE OF 60.10 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
21. NORTH 73°43'56" WEST, A DISTANCE OF 34.82 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
22. NORTH 02°11'56" WEST, A DISTANCE OF 99.82 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
23. NORTH 86°36'41" EAST, A DISTANCE OF 154.55 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
24. SOUTH 76°29'17" EAST, A DISTANCE OF 40.53 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
25. NORTH 07°23'03" EAST, A DISTANCE OF 93.17 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
26. NORTH 49°59'09" EAST, A DISTANCE OF 47.36 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
27. NORTH 05°46'35" WEST, A DISTANCE OF 11.75 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
28. NORTH 87°17'43" EAST, A DISTANCE OF 64.68 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
29. NORTH 16°55'52" WEST, A DISTANCE OF 135.04 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT AND THE BEGINNING POINT OF A CURVE TO THE RIGHT;
30. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 680.00 FEET, AN ARC LENGTH OF 178.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 09°22'59" WEST 177.49 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
31. SOUTH 71°09'11" WEST, A DISTANCE OF 527.44 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
32. NORTH 02°14'54" WEST, A DISTANCE OF 414.29 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
33. NORTH 90°00'00" EAST, A DISTANCE OF 301.96 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
34. NORTH 28°41'52" EAST, A DISTANCE OF 68.28 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
35. NORTH 65°59'27" EAST, A DISTANCE OF 76.23 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
36. NORTH 29°34'05" WEST, A DISTANCE OF 159.21 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
37. SOUTH 89°31'22" WEST, A DISTANCE OF 97.04 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
38. NORTH 00°00'00" EAST, A DISTANCE OF 91.19 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
39. NORTH 90°00'00" WEST, A DISTANCE OF 111.23 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
40. NORTH 00°59'39" WEST, A DISTANCE OF 68.73 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
41. NORTH 55°40'43" EAST, A DISTANCE OF 27.29 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
42. NORTH 37°02'37" EAST, A DISTANCE OF 122.69 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
43. NORTH 21°15'40" WEST, A DISTANCE OF 128.41 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") IN THE SOUTH RIGHT-OF-WAY OF F.M. HIGHWAY 365 FOR THE NORTHWEST CORNER OF THE HERIN DESCRIBED TRACT, FROM WHICH A CONCRETE MONUMENT FOUND FOR REFERENCE BEARS SOUTH 88°23'44" WEST, A DISTANCE OF 338.63 FEET;

THENCE, NORTH 88°23'44" EAST, A DISTANCE OF 547.48 FEET, ALONG THE SOUTH RIGHT-OF-WAY OF SAID F.M. HIGHWAY 365, TO A CONCRETE MONUMENT FOUND FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT AND A BEGINNING POINT OF A CURVE TO THE RIGHT;

THENCE, ALONG THE SOUTH RIGHT-OF-WAY OF SAID F.M. HIGHWAY 365 AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5683.98 FEET, AN ARC LENGTH OF 501.67 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 89°05'28" EAST 501.51 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR THE NORTHEAST CORNER OF THE HERIN DESCRIBED TRACT, FROM WHICH A CONCRETE MONUMENT FOUND FOR REFERENCE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 85°49'48" EAST 143.71 FEET;

THENCE, IN A SOUTHERLY DIRECTION, OVER AND ACROSS SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. SOUTH 20°08'23" WEST, A DISTANCE OF 457.11 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
2. SOUTH 03°19'41" WEST, A DISTANCE OF 622.96 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
3. SOUTH 15°01'20" EAST, A DISTANCE OF 734.69 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
4. NORTH 87°11'01" EAST, A DISTANCE OF 375.05 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT;
5. SOUTH 15°44'11" EAST, A DISTANCE OF 82.08 FEET, TO A 5/8-INCH IRON ROD SET (WITH CAP STAMPED "JAMA GROUP") FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HERIN DESCRIBED TRACT, SAME BEING LOCATED ON A SOUTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, THE NORTH LINE OF CALLED 372.03 ACRE TRACT AS CONVEYED TO THIRD TEXAS RESOURCE, LLC BY SPECIAL WARRANTY DEED DATED JULY 11, 2012 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 201203067 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, THE SOUTH LINE OF SAID G.W. PAINE SURVEY, ABSTRACT NO. 188, AND THE NORTH LINE OF SAID G.W. PAINE SURVEY, ABSTRACT NO. 188;

THENCE, SOUTH 87°11'01" WEST, A DISTANCE OF 741.47 FEET, ALONG A SOUTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AND THE NORTH LINE OF SAID THIRD TEXAS RESOURCE, LLC CALLED 372.03 ACRE TRACT, TO A 1/2-INCH IRON ROD FOUND FOR A SOUTHEAST CORNER OF THE HERIN DESCRIBED TRACT, AN ANGLE CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, SAME BEING LOCATED ON A SOUTH LINE OF SAID G.W. PAINE SURVEY, ABSTRACT NO. 188, AND THE NORTHLINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AS CONVEYED TO JOSEPH HILEMAN BY A SPECIAL WARRANTY DEED DATED APRIL 8, 2008 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2008014328 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS;

THENCE, SOUTH 02°06'16" EAST, A DISTANCE OF 951.56 FEET, ALONG AN EAST LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AND THE NORTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, A SOUTHEAST CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, SAME BEING LOCATED ON A SOUTH LINE OF SAID G.W. PAINE SURVEY, ABSTRACT NO. 188, AND THE NORTHLINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AS CONVEYED TO JOSEPH HILEMAN BY A SPECIAL WARRANTY DEED DATED APRIL 8, 2008 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2008014328 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS;

THENCE, SOUTH 76°37'36" WEST, A DISTANCE OF 431.45 FEET, ALONG A SOUTH LINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AND THE NORTH LINE OF SAID JOSEPH HILEMAN CALLED 0.389 ACRE TRACT, TO A 3/4-INCH IRON PIPE FOUND FOR THE WEST CORNER OF SAME, AN ANGLE CORNER OF THE HERIN DESCRIBED TRACT, AN ANGLE CORNER OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT, SAME BEING LOCATED ON A SOUTH LINE OF SAID G.W. PAINE SURVEY, ABSTRACT NO. 188 AND THE NORTHLINE OF SAID 4-HORN FARM AND RANCH, LLC CALLED 1706.9 ACRE TRACT AS CONVEYED TO JOSEPH HILEMAN BY A WARRANTY DEED DATED NOVEMBER 3, 1983 AND FILED FOR RECORD UNDER FILM FILE NO. 100-37-2283 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS;

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

### GENERAL NOTES

1. ALL HORIZONTAL CONTROL IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983 (NAD 83), SOUTH CENTRAL ZONE (U.S. SURVEY FOOT).
2. THIS SURVEY DOES NOT PROVIDE ANY INFORMATION CONCERNING FAULT LINES, TOXIC WASTE, OR ANY OTHER ENVIRONMENTAL ISSUES. SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT OR PROSPECTIVE PURCHASER TO AN EXPERT CONSULTANT.
3. ACCORDING TO MAP NO. 4833622046 C OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR JEFFERSON COUNTY, TEXAS (UNINCORPORATED AREAS), DATED AUGUST 6, 2002, THE SUBJECT TRACT IS SITUATED WITHIN "ZONE A", DEFINED AS SPECIAL FLOOD HAZARD. AREAS INUNDATED BY 100-YEAR FLOOD WITH NO BASE FLOOD ELEVATIONS DETERMINED. THE FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR LOCAL DAMAGE. RATES OCCURRED DUE TO THE 100-YEAR FLOOD. HAZARD IS NOT CAUSED BY HUMAN ACTS OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. LOCATION OF THE SUBJECT TRACT ON SAID MAPS WERE DETERMINED BY SCALE WITH ACTUAL FIELD ELEVATIONS NOT DETERMINED. JAMA GROUP, LLC DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY SCALE OF SAID MAPS.
4. RESEARCH FOR ADJOINING TRACTS WAS PERFORMED BY JAMA GROUP, LLC.
5. ALL VERTICAL CONTROL IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AS DETERMINED BY GPS OBSERVATIONS AND ARE BASED ON NGS MONUMENT PID AJ8221 WITH A PUBLISHED ELEVATION OF 11.9'.
6. THIS SUBDIVISION PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT COMMITMENT FOR TITLE INSURANCE OR ABSTRACTOR'S CERTIFICATE AND THEREFORE EASEMENTS OR ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN HEREON. NO RESEARCH OF THE PUBLIC RECORDS OF JEFFERSON COUNTY REGARDING THESE EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY JAMA GROUP, LLC.
7. TREES AND OR VEGETATION WITH A POTENTIAL GROWTH HEIGHT OF MORE THAN 20' ARE PROHIBITED WITHIN THE 10' UTILITY EASEMENT. FAILURE TO COMPLY WILL RESULT IN REMOVAL OF TREES/VEGETATION BY ELECTRIC UTILITY COMPANY. ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING APART OF THIS ADDITION.
8. NO PORTION OF THIS SUBDIVISION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
9. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
10. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT INDEPENDENT SCHOOL DISTRICT.
11. 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 BY JEFFERSON COUNTY.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
13. WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER AND SEWER SYSTEM.

### STATE OF TEXAS COUNTY OF JEFFERSON

I, MICHELLE FALCONE, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER \_\_\_\_\_

### STATE OF TEXAS COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS ON THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2022, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT 1 \_\_\_\_\_

COMMISSIONER, PRECINCT 2 \_\_\_\_\_

COMMISSIONER, PRECINCT 3 \_\_\_\_\_

COMMISSIONER, PRECINCT 4 \_\_\_\_\_

AUGUST 9, 2022

Application Date

State Permit Number  
(If Applicable)

03-0W-22

Permit Number

2 of 3

Precinct Number

## JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: DUPHIL, INC.

Phone Number: 409-883-8550

Business Address: 6608 I-10 WEST, ORANGE TEXAS 77632

Local Representative: DAN WEAVER

Description of Work/Type/Location: PIPELINE CONSTRUCTION/JEFFERSON COUNTY

Description of Route: BURRELL WINGATE RD FROM HWY 124 TO GARNER RD, GARNER RD FROM BURRELL WINGATE TO HWY 365, LABELLE RD FROM HWY 365 TO HWY 73, CRAIGEN RD FROM HWY 124 TO BURRELL WINGATE RD

Bond Number: SURO073552Bond Amount: \$1,500,000.00

Check Applicable Boxes:

 Under 100,000 Lbs.  Over 100,000 Lbs.  Over 200,000 Lbs. 90 Day Renewal Permit (\$200 Fee) Original Permit Number: \_\_\_\_\_ One (1) Year Annual Permit (\$500 Fee)

Permit Approved:

 Yes  No (If No Reason) \_\_\_\_\_See attached road use agreement.

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Jefferson County

County Engineer

DUPHIL, INC.

Business Name

6608 I-10 WEST

Mailing Address  
ORANGE TEXAS 77632

RON REDKEY / SR. VICE PRESIDENT

Representative Name and Title

A handwritten signature in blue ink that appears to read "Ron Redkey".

Representative Signature and Date

Precinct Superintendent

Engineering Specialist

A handwritten signature in blue ink that appears to read "W. W. Weaver".

County Engineer

Precinct Superintendent

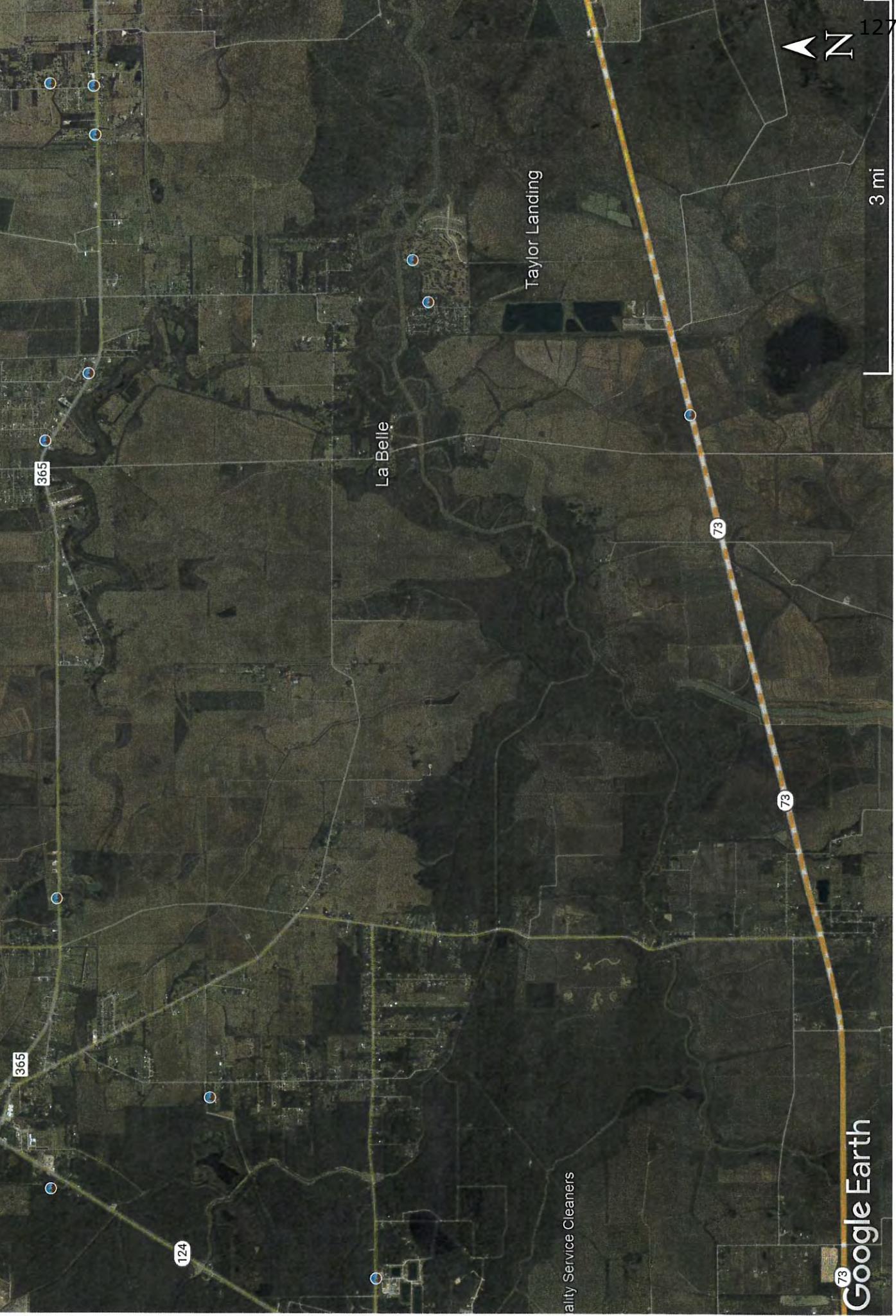
Engineering Specialist

# Untitled Map

Write a description for your map.  
Fannett

## Legend

Feature 1





STATE OF TEXAS  
COUNTY OF JEFFERSON

COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS

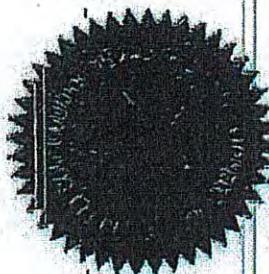
AN ORDER REGARDING ROAD USE IN  
JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013



JUDGE JEFF R. BRANICK  
County Judge

STATE OF TEXAS

§  
§  
§

COUNTY OF JEFFERSON

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY**  
**AND**

WHEREAS, DUPHIL, INC (hereinafter "Company") intends to conduct Pipeline Construction [describe operation], (hereinafter the "Project") at a site located on SEE ATTACHED MAP (county road name) located in Precinct No. 2; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1<sup>st</sup> road name] and County [2nd road name]:

1. County Road BURRELL WINGATE RD
2. County Road GARNER RD; and LABELLE RD, AND CRAIGEN RD

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

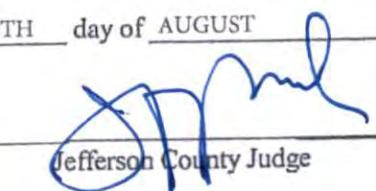
WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road SEE ATTACHED MAP and County road SEE ATTACHED MAP for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of AUGUST 10, 2022 to a termination date of APRIL 30, 2022. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit I and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: SEE ATTACHED MAP] and County [2nd road name: SEE ATTACHED MAP] for additional support.

4. Company shall provide a surety bond in the sum of [\$ \$1,500,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendent for Precinct No. 2 of Jefferson County, Texas before transporting any equipment on County [road name: SEE ATTACHED MAP] and County [2nd road name: \_\_\_\_\_] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

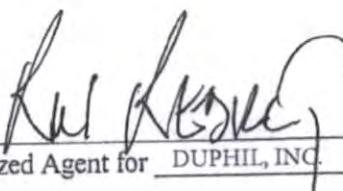
Agreed and executed this 9TH day of AUGUST, 2022

  
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 23 day of  
August, 2022

Attest:

  
Jefferson County Clerk

  
Authorized Agent for DUPHIL, INC.



THE STATE OF TEXAS,

§  
§

COUNTY OF JEFFERSON

I, CAROL FLANIGAN, a notary public, do hereby certify that on this 9TH day of AUGUST, 2022, personally appeared before me RON REDKEY, being by me first duly sworn, declared that he is the SR. VICE PRESIDENT of DUPHIL, INC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 9TH day of AUGUST, 2022.



Donna Carol Flanigan

Notary Public, State of Texas  
Notary's Typed/Printed Name  
My commission expires

## Exhibit 1

## Estimate of Cost:

Length of [1<sup>st</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2<sup>nd</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

## Anticipated cost of Repair:

Repeat for each Road: [1<sup>st</sup> road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 35 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Equipment Operator \$ 31 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Other \$ 28 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance)).

Truck \$ 80 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Grader \$ 80 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Other \$ 80 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 100 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Asphalt \$ 100 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Other at \$ 100 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Total for [1<sup>st</sup> road name] \$ \_\_\_\_\_

## BOND

## ARGONAUT INSURANCE COMPANY

(License or Permit - Continuous)

Deliveries Only: 225 W. Washington, 24<sup>th</sup> Floor, Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

Bond No. **SUR0073552**

KNOW ALL BY THESE PRESENTS:

THAT WE, Duphil, Inc., as Principal, and Argonaut Insurance Company, a corporation duly incorporated under the laws of the State of Illinois and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County, Texas, as Obligee, in the penal sum of One Million Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Overweight Vehicle. NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully perform all duties and protect said Obligee from any damage caused by the Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on the 15th day of August, 2022.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this 15th day of August, 2022.

Duphil, Inc.

By:

, Principal

Argonaut Insurance Company

By:

Kevin McQuain, Attorney-in-Fact

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**  
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Scott D. Chapman, Cheryl R. Colson, Timothy J. Maley, Kevin McQuain, Rosalyn D. Hassell, Misty Witt

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company



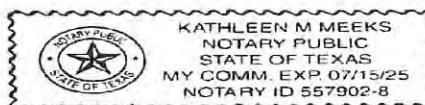
by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of August, 2022.



James Bluzard, Vice President-Surety

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

### ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

Argonaut Insurance Company  
Argo Surety Claims  
225 W. Washington St., 24th Floor  
Chicago, IL 60606

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.