

Notice of Meeting and Agenda
October 25, 2022

Special, 10/25/2022 10:30:00 AM

BE IT REMEMBERED that on October 25, 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

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Donte Miller, Chief John Shauberger

Honorable Laurie Leister, County Clerk

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

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



**NOTICE OF MEETING AND AGENDA
 OF COMMISSIONERS' COURT
 OF JEFFERSON COUNTY, TEXAS
 October 25, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **25th** day of **October 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:

9:30 a.m.-WORKSHOP- Receive and consider Updated information from Rodney Hyde regarding the installation of the New Phone System.

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

https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: # The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your

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phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Darrell Bush, Commissioner, Precinct Two

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

PURCHASING:

- (a). Consider and approve, execute, receive and file a renewal for (RFP 18-046/YS) Lease of the Jefferson County Downtown Jail for a second one (1) year renewal with LaSalle Corrections from December 12, 2022 to December 11, 2023.

SEE ATTACHMENTS ON PAGES 14 - 14

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b). Execute, receive and file Change Order No. 2 for Contract No. (RFQ 20-051/JW) Professional Engineering Services for Taylor's Bayou Drainage Improvements – Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County with DE Corporation (Dannenbaum Engineering) for additional engineering design services to design specifications for the removal of a shared use path and other items requested by TXDOT. This change order will increase the contract in the amount of \$138,445.76; bringing the total contract amount from \$506,167.73 up to \$644,613.49. Funding for the amount of this change order will be through a 50/50 split of the cost between the County and Drainage District No. 6. Funding has also been provided (prior to this change order) from the Texas General Land Office (CDBG-DR Grant/Contract No. 20-065-121-C408); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 15 - 15

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

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- (c). Consider and approve, execute, receive and file Contract Amendment No. 6 for Master Services Agreement for Professional Services with Garver, LLC. for Construction Administration and Close-Out Services for the Rehabilitation and Realignment of Taxiway A at the Jack Brooks Regional Airport for a lump sum amount of \$247,900.00 in accordance with (RFQ 16-013/JW), Professional Engineering Services for the Jack Brooks Regional Airport; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is 90% funded by Airport Improvement Program (AIP) Grants 39 and Grant 40.

SEE ATTACHMENTS ON PAGES 16 - 25

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (d). Consider and approve, execute, receive and file Professional Services Agreement (PROF 22-067/JW) for construction materials testing services to meet Federal Aviation Administration requirements for Taxiway A Rehabilitation project at Jack Brooks Regional Airport for an estimated total cost of \$75,150.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is 90% funded by Airport Improvement Program (AIP) Grants 39 and Grant 40.

SEE ATTACHMENTS ON PAGES 26 - 29

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (e). Consider and approve, execute, receive and file (Agreement 22-068/JW) with LexisNexis for an online access subscription for County Court at Law No. 1. This agreement is for a one-year term (November 1, 2023 – October 31, 2023), at a cost of \$84.00 per month.

SEE ATTACHMENTS ON PAGES 30 - 35

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

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- (f). Consider and approve a Letter of Authorization with Harris Recording Solutions-Aumentum Recorder or HRS for the Extract of Court Data for Jefferson County in the amount of \$4,500.00. This is additional Court document data downloaded into the Tyler Technologies System from the original LOA approved on March 29, 2022.

SEE ATTACHMENTS ON PAGES 36 - 36

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve FY 2022 budget amendment -County Morgue – additional cost for contract payments.

SEE ATTACHMENTS ON PAGES 37 - 37

120-3080-421-5077	CONTRACTUAL SERVICE	\$35,000.00	
120-6083-416-1036	PAINTERS		\$35,000.00

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve FY 2022 budget amendment -279th District Court – additional cost for indigent defense.

SEE ATTACHMENTS ON PAGES 38 - 38

120-2038-412-5079	JUVENILE ATTORNEY FEES	\$20,000.00	
120-2039-412-5079	JUVENILE ATTORNEY FEES		\$20,000.00

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (c). Consider and approve FY 2022 budget transfer -Jail – rental of air conditioning units.

SEE ATTACHMENTS ON PAGES 39 - 41

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120-3062-423-4009	BUILDINGS AND GROUNDS	\$11,450.00	
120-3062-423-6007	AUTOMOBILES		\$10,522.00
120-3062-423-6013	COOLING & HEATING		\$928.00

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (d).Consider and approve expenditure by the County Clerk in accordance with order pursuant to section 130.908 of Texas Local Government Code. For purchases and personnel costs needed for the November 08, 2022 election.

NO ATTACHMENTS

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (e).Consider and approve expenditure by the District Attorney in accordance with order pursuant to section 130.908 of Texas Local Government Code. Purchase of yearly printer maintenance contract with Function 4 for \$8,982.58.

SEE ATTACHMENTS ON PAGES 42 - 46

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (f).Receive and file the Certified Roll Jurisdiction Summary Resolution for the tax roll for tax year 2022 for Jefferson County.

SEE ATTACHMENTS ON PAGES 47 - 48

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (g).Receive and file public defender contract agreement for the Criminal District Court with Marsha Normand effective 10/01/22.

SEE ATTACHMENTS ON PAGES 49 - 53

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

- (h).Receive and file public defender contract agreement for the 252nd District Court with Michael Van Zandt effective 10/01/22.

SEE ATTACHMENTS ON PAGES 54 - 58

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

- (i).Receive ad file public defender contract agreement for the Criminal District Court and the 252nd District Court with Brittanie Holmes effective 10/01/22.

SEE ATTACHMENTS ON PAGES 59 - 63

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

- (j).Receive and file revised inter-local agreement with Jefferson County Drainage District No. 6 for the Drainage Ditch 110-B Project.

SEE ATTACHMENTS ON PAGES 64 - 66

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

- (k).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending September 30, 2022 (Unadjusted).

SEE ATTACHMENTS ON PAGES 67 - 83

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

- (l).Consider and approve expenditure by the Road & Bridge Pct. 2 in accordance with order pursuant to section 130.908 of Texas Local Government Code. Purchase of batteries in the amount of \$589.84 and diesel fuel in the amount of \$5,800.97.

NO ATTACHMENTS

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

(m).Regular County Bills – check #500100 through check #500313.

SEE ATTACHMENTS ON PAGES 84 - 91

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

COUNTY AIRPORT:

(a).Consider, possibly approve and authorize the County Judge to execute a Lease Amendment between Jefferson County and KUSA Aviation. The lease amendment adds Hangar 7 Unit 3 to their lease agreement.

SEE ATTACHMENTS ON PAGES 92 - 92

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

COUNTY COMMISSIONERS:

(a).Consider and approve County Judge to sign Letter of Reevaluation related to the environmental clearance on the Taylors Bayou/124 Bridge project funded by the Harvey CDBG-DR grant with the Texas General Land Office.

SEE ATTACHMENTS ON PAGES 193 - 196

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

TAX OFFICE:

(a).Consider and approve property tax refund to Beaumont Hotel, LLC in the amount of \$7,536.53 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 93 - 97

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

COUNTY TREASURER:

- (a). Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. through the Bank of New York- Mellon, for the funds of Jefferson County.

SEE ATTACHMENTS ON PAGES 98 - 99

Motion by: Sinegal

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve wire for \$66.00 to cover Safekeeping Fees from Wells Fargo Securities for the month of September, 2022.

SEE ATTACHMENTS ON PAGES 100 - 100

Motion by: Sinegal

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (c). Receive and File Investment Schedule for September, 2022, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 101 - 103

Motion by: Sinegal

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (d). Consider and approve Quarterly Report/wire for State Pooled Fees in the amount of \$582,879.38.

SEE ATTACHMENTS ON PAGES 104 - 104

Motion by: Sinegal

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Pipeline Permit 06-P-22 and Road Use Agreement between Jefferson County and Mobil Pipe Line Company. For the purpose of constructing, maintaining or repairing a pipe line for distribution in Jefferson County. This project is located in Precincts 1 and 4.

SEE ATTACHMENTS ON PAGES 105 - 151

Motion by: Pierce

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b).Execute, receive and file Easement Agreement with Mobil Pipe Line Company to purchase easement from Jefferson County out of deeds recorded in Official Public Records, Doc No: 2000004838; for Tract Numbers: BCP-JE-040.000 and BCP-JE-040.300

SEE ATTACHMENTS ON PAGES 152 - 167

Motion by:

Second by:

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: TABLED

- (c).Execute, receive and file Overweight Vehicle Permit 05-OW-22 and Road Use Agreement between Jefferson County and Kinder Morgan Texas Pipeline LLC to haul in equipment and material to perform a hydro re-assessment with water.

SEE ATTACHMENTS ON PAGES 168 - 179

Motion by: Pierce

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (d).Consider and possibly approve a Final Plat of Highland Village Phase 1B, Block 1, (Lots 1 – 12), Block 2, (Lots 1 – 26), Block 4, (Lots 1 – 9). Being a 12.249 acre subdivision out of a 385.53 acre tract Recorded in Doc. No. 2020018894 O.P.R.J.C.T. in the Alexander Horton Survey, A-20 Jefferson County, Texas. The subdivision is located off of FM 365 in Jefferson County in Precinct #1. Additionally, the subdivision partially located in the City of Nome City Limits and the City of Nome ETJ. This final plat have met all of the County and City of Nome requirements.

SEE ATTACHMENTS ON PAGES 180 - 181

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

PUBLIC HEALTH:

- (a). Consider, possibly approve and authorize the County Judge to execute Affiliation Agreement between Lamar University and Jefferson County Public Health Department for Nursing and Health Education Students.

SEE ATTACHMENTS ON PAGES 182 - 192

Motion by: Alfred
Second by: Bush
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
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.

Jeff R. Branick
County Judge

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Special, October 25, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 25, 2022.

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.

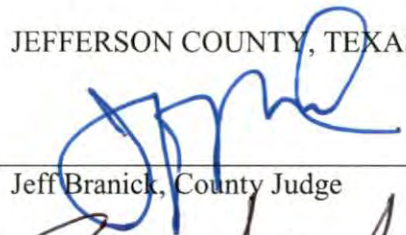
Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from December 12, 2022 to December 11, 2023.

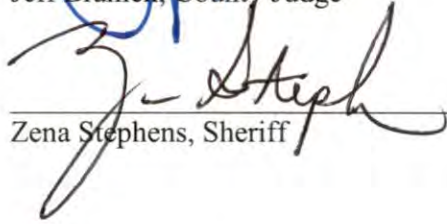
ATTEST:


Laurie Leister, County Clerk 10-25-2022

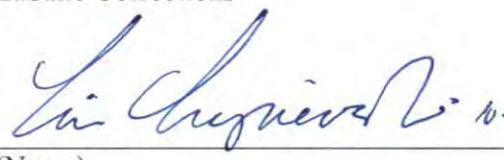


JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge


Zena Stephens, Sheriff

CONTRACTOR:
LaSalle Corrections


(Name) 10-6-22



RFQ 20-051/JW
PO# 082910

15

(CHANGE ORDER NO. 2)

PROFESSIONAL SERVICES AGREEMENT - AMENDMENT #2

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

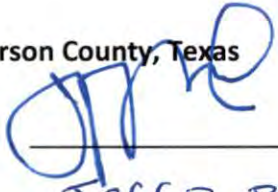
Project Number: 20-051/JW

Date: 10/11/2022

Project Name:	Taylor Bayou Drainage Mitigation and SH124 Bridge Replacement
Description of Services:	Revise design to remove shared use path and adjust bayou earthwork phasing to limit Contractor to work within ROW lines.
Deliverables:	Revised 100% Plans
Schedule:	Revised 100% Plan Submission Date: October 28, 2022
Compensation Type:	Lump Sum Fee
Current Contract Amount:	\$506,167.73
Amount of this Amendment:	\$138,445.76
Revised Total Amount Authorized:	\$644,613.49

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

Jefferson County, Texas

By: 

Name: Jeff R. Branick

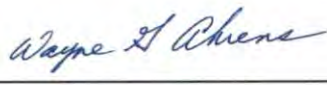
Title: Jefferson County Judge

Date: October 25, 2022

Attest: 

Date: OCTOBER 25, 2022

DE Corp.

By: 

Name: Wayne G. Ahrens, P.E.

Title: Executive Vice President

Date: October 17, 2022





**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
JACK BROOKS REGIONAL AIRPORT
Nederland, Texas
Project No. 22A12501**

CONTRACT AMENDMENT NO. 6

This Contract Amendment No. 6 ("Amendment"), effective on the date last written below, shall amend the original contract between the **Jack Brooks Regional Airport of Jefferson County Texas** and **GARVER, LLC**, in accordance with the provisions of the MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES dated **September 19, 2016**.

This Contract Amendment No. 6 adds Professional Services for the **Construction Administration for Rehabilitation and Realignment of Taxiway A at Jack Brooks Regional Airport**.

The original contract is hereby modified as follows:

SECTION 1 – SCOPE OF SERVICES

1.1. During the construction phase of work, Garver will accomplish the tasks below.

1.2. Issued for Construction (IFC) Documents

1.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

1.3. Construction Management Plan

1.3.1. Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

1.4. Submittals

1.4.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences,



procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.5. Notice to Proceed & Preconstruction Meeting

1.5.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

1.6. Progress Meetings

1.6.1. As a minimum, Garver's Project Manager, and /or Project Engineer will attend weekly progress meetings with the Owner and Contractor. It is expected that 8 meetings will be held on-site, and 30 meetings will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the Owner's RPR. Garver's project engineer shall advise, and counsel the Owner's Resident Project Representative and construction observation personnel to assist in the accomplishment of their duties. Garver will prepare for and attend any utility pre-construction meetings as required.

1.7. Owner Coordination

1.7.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.

1.8. RFIs

1.8.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

1.9. Progress Payments

1.9.1. Garver will review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

1.10. Payroll Reviews



1.10.1. Garver will assist the Owner's RPR in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

1.11.DBE Compliance

1.11.1. Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

1.12.Record Drawings

1.12.1. Garver will provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion. Garver shall prepare a set of utility record drawings and prepare and furnish record drawings to local utilities if required.

1.13.Change Orders

1.13.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

1.14.Final Inspection

1.14.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

1.15.Project Closeout Services

1.15.1. At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 30 days of the final payment to the Contractor. Garver will also update the airport's ALD to show the completed project as "existing" and coordinate the submission of the updated ALD through OE/AAA.



SECTION 2 – PAYMENT

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

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Administration	\$226,370.00	LUMP SUM
Closeout Services	\$21,530.00	LUMP SUM
TOTAL FEE	\$247,900.00	

The lump sum amount to be paid under this agreement is \$247,900.00. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix A with approximate current hourly rates for each employee classification.

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

SECTION 3 – APPENDICES AND EXHIBITS

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

3.1.1 Appendix A – Fee Summary



Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

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

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

JEFFERSON COUNTY, TEXAS

GARVER, LLC

By: _____

Signature

By: _____

Signature

Name: _____

JEFF R. BRANICK
Printed Name

Name: _____

Josh Crawford
Printed Name

Title: _____

JEFFERSON COUNTY JUDGE

Title: _____

Vice President

Date: _____

OCTOBER 25, 2022

Date: _____

10/18/2022

Attest: _____

Laurie Lewis
COUNTY CLERK
OCTOBER 25, 2022

Attest: _____

Kendall Smith



Exhibit A**JACK BROOKS REGIONAL AIRPORT
TAXIWAY A RECONSTRUCTION****FEE SUMMARY**

Title II Service	Estimated Fees
Construction Administration	\$ 226,370.00
Grant Closeout Services	\$ 21,530.00
Subtotal for Title II Service	\$ 247,900.00

Exhibit A**JACK BROOKS REGIONAL AIRPORT
TAXIWAY A RECONSTRUCTION****Construction Administration**

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	M-1
	hr	hr	hr	hr	hr
1. Civil Engineering					
Prepare IFC Plans and Specs and submit to Contractor			8	16	
Preconstruction Meeting	6		8	8	
Develop and Maintain Construction Mgmt Plan	2		6	6	
Monthly Progress Meetings with Contractor/Airport (	16		32	32	
Monthly Pay Requests	4		16	16	8
Shop Drawings/Material Submittals	4		32	32	
RFI's / Construction Clarifications	4		40	40	
Weekly Teleconference Meetings (3 people, 30 meetings)	15		30	30	
Resident Construction Observation/Coordination	12		40	32	
Response to Contractor and RPR Inquiries	4		24	14	
Certified Payroll Reviews	4		8	6	
DBE Compliance	2		6	8	
Site Visits (2 people)			24	24	
Pre-pave Meeting	6		6	6	
QA Test Results Review	4		20	24	
Prepare Change Orders	2		8	10	
Final Project Inspection and Punchlist	8		8	8	
Final Test & QC Report			8	4	
Record Drawings	1		16	24	
Complete Warranty Inspection	6		10	10	
Subtotal - Civil Engineering	100	0	350	350	8

2. Electrical Engineering					
Prepare IFC Plans and Specs and submit to Contractor		6			
Shop Drawings/Material Submittals		16			
RFI's / Construction Clarifications		16			
Change Orders		10			
Response to Contractor and RPR Inquiries		16			
Site Visits (1 person)		24			
QA Test Results Review		20			
Coordinate Spare Part and O&M Manuals		8			
Resident Construction Observation/Coordination		10			
Record Drawings		12			
Final Project Inspection and Punchlist		12			
Subtotal - Civil Engineering	0	150	0	0	0

Hours	100	150	350	350	8
--------------	------------	------------	------------	------------	----------

Salary Costs	\$38,900.00	\$38,850.00	\$77,000.00	\$64,750.00	\$736.00
---------------------	--------------------	--------------------	--------------------	--------------------	-----------------

SUBTOTAL - SALARIES:	\$220,236.00
-----------------------------	---------------------

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$1,500.00
Postage/Freight/Courier	\$434.00
Office Supplies/Equipment	\$700.00
Travel Costs	\$3,500.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$6,134.00
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SUBTOTAL:	\$226,370.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$226,370.00
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Exhibit A**JACK BROOKS REGIONAL AIRPORT
TAXIWAY A RECONSTRUCTION****Grant Closeout Services**

WORK TASK DESCRIPTION	E-5	E-3	E-3	M-1
	hr	hr	hr	hr
1. Civil Engineering				
Review and Submit Final Construction Pay Application	2	4	4	
Prepare and Submit Final Reconciliation Change Order	4	4	8	
Assemble and Review Summary of Project Costs	1	2	4	3
ALD Drafting		4	6	
ALD Upload to OEAAA		2	4	
Assemble Final testing and Quality Control Reports		4	4	2
Assemble Record Drawings		2	4	
Assemble Submittals and Responses		2	2	2
Assemble and Submit Final testing and Quality Control Reports		2	2	2
Complete Construction Closeout Checklist		2	2	1
Provide Sponsor Certification for Construction Project Final Acceptance	1	2	0	2
Subtotal - Civil Engineering	8	30	40	12

Hours	8	30	40	12
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Salary Costs	\$2,520.00	\$6,600.00	\$8,800.00	\$1,104.00
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SUBTOTAL - SALARIES:	\$19,024.00
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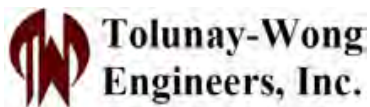
DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$1,400.00
Postage/Freight/Courier	\$406.00
Office Supplies/Equipment	\$500.00
Travel Costs	\$200.00
	\$2,000.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$2,506.00

SUBTOTAL:	\$21,530.00
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SUBCONSULTANTS FEE:	\$0.00
----------------------------	---------------

TOTAL FEE:	\$21,530.00
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2455 W. Cardinal Drive Suite A
Beaumont, TX 77705
Phone: (409)840-4214
Fax: (409) 840-4259

May 25, 2022

Jackbrooks Regional Airport
5000 Jerry Ware Drive, Suite 100
Beaumont, Texas 77705
Attn: Megan Kitchens
mkitchens@co.jefferson.tx.us

**Construction Materials Testing Services For:
Jack Brooks Regional Airport – Taxiway A Rehabilitation
Jefferson County Texas
TWE Proposal No. P22-B144**

Dear Ms. Kitchens;

Tolunay-Wong Engineers (TWE) appreciates the opportunity to submit our detailed proposal to provide construction materials testing and inspection services for the above referenced project.

Upon your favorable review, we would appreciate the opportunity to meet with you to discuss the details of our proposal, as well as answer any questions you may have regarding its content. As always, our proposed scope of services and estimated quantities are negotiable as they are based upon information available to us at this time.

We appreciate your consideration for this project. If we may be of immediate assistance, please do not hesitate to contact this office.

Respectfully submitted,

Tolunay-Wong Engineers, Inc.

A handwritten signature in blue ink that reads "Liana Collier".

Liana Collier
CMT Department Manager
lcollier@tweinc.com

A. INTRODUCTION

Tolunay-Wong Engineers (TWE) understands the importance of this project to Jefferson County and the special needs associated with construction of a project of this type. Of particular importance is for the overall project team to be comprised of experienced professionals working together toward a common objective. This objective is to obtain a quality project, meeting the intent of the project specifications, as well as completion on schedule and within budget.

From our Beaumont facility located at 2455 W. Cardinal Drive, we will provide experienced engineering technicians to perform the on-site testing and inspection services. Additionally, we meet the requirements of ASTM E-329 "Standard Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials Used in Construction" and other National Quality Associations regarding qualifications of the testing laboratory.

B. WORK PLAN

TWE's approach to providing materials testing services is to assign qualified engineering technicians, directed by Senior Professional Engineers, experienced in their respective disciplines. Our assigned Project Manager will provide communication, service direction, and overall project coordination.

We anticipate providing the majority of the required testing services for this particular project on a **"part-time"** basis. The anticipated services required on this project are as follows:

- A. In-Place Compaction of existing soil, backfill, lime-stabilized soil and crushed aggregate base material (Nuclear Method)
- B. Cast In-Place Concrete Inspection/Testing
- C. Depth checks using coring machine

All reports of materials tests and inspection services provided will be issued to appropriate members of the project team you designate. In the event individual reports indicate potential problems or items of non-conformance to the project specifications, you will be contacted as soon as possible.

C. SCOPE OF SERVICES

1. In-Place Compaction of existing soil, backfill, lime-stabilized soil and crushed aggregate base material.
 - The technician will obtain samples of existing on-site soil, backfill, lime-treated soil, and crushed aggregate base, then deliver them to our laboratory facility for testing.
 - The technician will perform in-place compaction testing (nuclear method) at the frequency required by the CMP or by Owner's representative to determine the moisture content and density of compaction.
 - Thickness of compacted materials will be verified by coring or other methods approved by Owner's Representative.
2. Cast In-Place Concrete Inspection/Testing

- The technician will sample the concrete in order to perform standard field tests and prepare test cylinders and/or beams in accordance with project specifications. The frequency of sampling will also be as directed by the project specifications. Standard field tests include slump, air content and temperature for normal weight concrete and will also include unit weight on all samples of lightweight concrete.
- TWE will cure the test specimens and perform compressive/flexural strength tests at the age designated by project specifications.
- The on-site technician will monitor the concrete temperature, ambient temperature, mixing time, and placement procedures. The technician will also sample concrete at the frequency specified in the project specifications.
- The technician will record detailed information regarding the location of the placement, date of the placement, concrete mixture strength requirement and all other pertinent information.

D. COST ESTIMATE & GENERAL NOTES

In this section of the proposal you will find our cost estimates and Fee Schedule. Additional services or tests requested and not specifically addressed in Section III of this proposal will be invoiced per the standard fees set forth in our 2017 Fee Schedule.

Based on information provided to us, we have established what we believe is a realistic cost estimate for this project. Please remember that the cost stated is only an **estimate**. Due to factors beyond our control such as weather, unforeseen conditions, subcontractor expertise, subcontractor scheduling, etc., the cost of our services may vary from the estimated amount.

Our cost estimates for the construction materials testing described in our proposed Scope of Services is shown in attached APPENDIX A. All services will be invoiced on a time and materials basis.

A minimum 4-hour labor equivalent charge is applicable for all field testing and inspection services. Overtime rates for field personnel are applicable for all hours worked in excess of 8 hours per day, weekends, and holidays and are assessed at 1.5 times the standard rates. All field hours will be charged portal to portal from our Beaumont laboratory. Engineering consultation and evaluation in connection with any laboratory testing service will be charged at a rate of approximately one hour for each 10 hours of field work performed.

Our prices include copies of the report distributed via e-mail in accordance with your instructions. Direct expenses incurred in connection with the project will be invoiced at cost plus 15% for handling. Our terms are net 30 days upon receipt of invoice. Invoices will be submitted on a monthly basis.

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, Jefferson County Judge

Date:

OCTOBER 25, 2020

ATTEST

Laurie Leister, County Clerk



APPENDIX A

COST ESTIMATES

Service		Unit	Quantity	Rate	Extension
Field Program					
1	Construction Materials Technician - Standard	Hour	500	\$55.00	\$27,500.00
2	Construction Materials Technician - Overtime	Overtime	100	\$82.50	\$8,250.00
3	Vehicle	Trip	128	\$85.00	\$10,880.00
4	Nuclear Density Gauge	Day	128	\$65.00	\$8,320.00
5	Sample Pick Up	Each	50	\$150.00	\$7,500.00
Coring					
6	Coring (Using Core Ect.)	Day	1	\$2,500.00	\$2,500.00
Laboratory Testing					
7	Compressive Strength Beams	Each	100	\$30.00	\$3,000.00
8	Compressive Strength Cylinders	Each	40	\$20.00	\$800.00
9	Gradation (TxDot, Item 247)	Each	2	\$70.00	\$140.00
10	Modified Proctor (ASTM D1557)	Each	5	\$170.00	\$850.00
11	Percent Finer Than No. 200 Sieve (ASTM D1140)	Each	4	\$50.00	\$200.00
12	Plastic and Liquid Limits (ASTM D4318)	Each	4	\$65.00	\$260.00
Engineering Consultation/Project Management					
13	Project Management	Hour	30.00	\$105.00	\$3,150.00
14	Administrative Assistant	Hour	30.00	\$60.00	\$1,800.00
TOTAL					\$75,150.00



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER-AAR)

"Subscriber" Name: Jefferson County Courts
Account Number: 100012OK8 - Court Court at Law No. 1, Judge Eddins
"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
---	----------

2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	1
---------------------------------------	----------

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- i. At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- ii. If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis product offering described below. The Term of Subscriber's commitment for the Lexis product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.5 below (the "Initial Term").



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER-AAR)

- 3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term and all Renewal Terms.
- 3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.
- 3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Content & Features		
Product	SKU Number	Number of Users
Dorsaneo, TX Litigation Guide	1010135	1
USCS - United States Code Service	1011069	1
TX Jury Instructions	1011497	1
News	1010610	1
National Primary Enhanced	1011511	1
All Law Reviews	1010857	1
TX Transaction Guide: Legal Forms	1010483	1
TX Civil Practice Analytical	1534489	1

- 3.5. In exchange for access to the Lexis Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Initial Term	Monthly Commitment
11/01/2022-10/31/2023	\$84

- 3.6. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

(Initial) **Subscriber elects access to the Alternate Materials**



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER-AAR)

3.7. Use of Lexis under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.8. LN may temporarily suspend access to Lexis until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 11/19/2022.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis through:

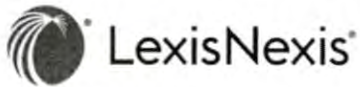
- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis or by signing below.

7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER-AAR)

AGREED TO AND ACCEPTED BY:

Subscriber: Jefferson County Courts	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County Judge
Date:	October 25, 2022
Number of Professional Users:	(1)

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:		Digitally signed by
Name:	Mark	Mark Eikenberry
Job Title:	Eikenberry	Date: 2022.10.20
Date:		14:51:10 -04'00'

ATTEST
DATE October 25, 2022





**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER-AAR)

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Jefferson County Courts	
Billing Frequency:	☐ Monthly	☐ Annually
Physical Address		Invoice Address
Street Address:	SAME	SAME
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		
Parent Company: (if applicable)		

TYPE OF ORGANIZATION		
☐ Legislative	☐ Judicial	☐ Executive
Professional User:	Practicing Area of Law:	
Support Staff:	Employer Identification Number:	
Bar No:	Issuing State:	
Date Issued/Expiration Date:	Organization Web Address:	
Tax Exempt: ☐ Yes (attach Sales Tax Exemption Certificate) ☐ No	MSA: ☐ Yes ☐ No	
Tax ID No:	State Contract No: (If applicable)	
	PO No: (If applicable)	

CONTACTS			
	Name	Telephone	Email
Installation:			
Billing:			
Policy/Legal Notification:			
Scheduling/Training:			

	Name	Telephone
Super Admin:		
	Email	IP Address

CUSTOMER ID INFORMATION (Please type or print)



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER-AAR)

ID Holders' Names (additional sheet attached ☐)	ID Holders' Titles/Positions	ID Holders' Email Addresses	Location/Address



LETTER OF AUTHORIZATION

September 28, 2022

Jeff Ross
Jefferson County Clerk
1149 Pearl St
Beaumont, TX 77701

Dear Mr. Ross:

This Letter of Authorization ("LOA") will confirm Jefferson County's request for the following professional services at the price(s) indicated. This LOA will be an addendum to any existing Master Agreement between Jefferson County (the "County") and Manatron, Inc. ("Harris Recording Solutions – Aumentum Recorder" or "HRS"). All the terms and conditions of that agreement will pertain.

PROFESSIONAL SERVICES

Quantity	Description	One-Time Fees
1	Extract of Court document data for September 30th: - Refresh db containing index data - Run queries to generate data 2014 to present - Run queries to generate data prior to 2014	\$1,125
1	Extract of Court document data for November 18 th (same process as above)	\$1,125
1	Final extract of court data, image metadata (redacted and unredacted), and images for go-live.	\$2,250
Total Professional Services Fees		\$4,500

Professional Services Fees will be invoiced upon contract signing and payable in accordance with invoice(s) that shall be sent to the County. Work related to the services described herein will not begin until payment is received. All invoices are due upon receipt of invoice.

Approval of this letter of authorization will allow Harris Recording Solutions to perform the services described herein. Upon approval and signing, please return this letter to Harris Recording Solutions via the following method:

- Email a scanned image of the signed LOA to jappollo@harriscomputer.com, cc: rdelia@harriscomputer.com

Acceptance: Jefferson County, TX	Acceptance: Harris Recording Solutions
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: OCTOBER 18, 2022

The following budget amendment for County Morgue is necessary for additional cost for contractual payments.

120-3080-421-5077	Contractual Services	\$35,000
120-6083-416-1036	Painters	\$35,000

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: OCTOBER 18, 2022

The following budget amendment for 279th District Court is necessary for additional cost for indigent defense payments.

120-2038-412-5079	Juvenile Attorney Fees	\$20,000
120-2039-412-5079	Juvenile Attorney Fees	\$20,000



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

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

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

John Shauburger
Chief of Corrections
John.Shauburger@jeffcotx.us

To: Fran Lee
Jefferson County Auditing Department

From: Chief John Shauburger
Jefferson County Sheriff's Office

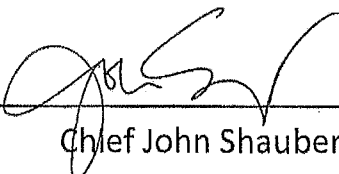
Re: Transfer Funds FY 2021 – 2022

Date: October 19, 2022

Please transfer \$10,522.00 from Budget Account 120-3062-423-60-07 (Automobiles & Trucks) and \$927.17 from Account 120-3062-423-60-13 (Cooling & Heating) to 120-3062-423-40-09 (Buildings & Grounds).

These funds will be used to cover the cost of renting portable A/C units used during the time that repair work was being done on the A/C System at the Correctional Facility.

Thank You.


Chief John Shauburger


Rental Systems
**INVOICE
RECEIVED**
OCT 11 2022
INVOICE NO: 002208796
INVOICE DATE: Sept-07-2022
DUE DATE: Oct 07, 2022
PAYMENT TERMS: 30 DAYS NET
CUSTOMER NO: NC10715
DEPOT NO: 003

Auditor's

CUSTOMER	SHIP TO	REMIT TO
JEFFERSON COUNTY COURTHOUSE 1149 PEARL STREET BEAUMONT TX 77701-3638 US	JEFFERSON COUNTY CORRECTIONAL 5030 HWY 69 S BEAUMONT TX 77705-1258 <i>ANN. Nancy</i>	CARRIER RENTAL SYSTEMS 35961 EAGLE WAY CHICAGO, IL 60678 800-586-8336

SALESPERSON: Pierce, Adriann

AGREEMENT: C449088

PO NO: F93962-086620

DESCRIPTION	CHARGE TYPE	INV PERIOD	QTY	DUR	U/M	PRICE	TOTAL
AIR CONDITIONER PACKAGE	RENTAL CHARGE	080422 - 083122	1	1	Periodic	3,085.26	3,085.26
FREIGHT DELIVERY	FREIGHT		1	1		460.00	460.00
LABOR-SET UP-ST	LABOR		2	1		119.00	238.00
LABOR-SETUP	LABOR		1	1		3,893.00	-964.50

License Number TACLA020189C
 Regulated by the Texas Department of
 Licensing and Regulation
 PO BOX 12157 Austin, Texas 78711
 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

RENTAL	SALES	LABOR	FREIGHT	OTHER	TAX	AMOUNT DUE	7,676.26
3,085.26	0.00	-726.50	460.00	0.00	0.00	CURRENCY	USD
Invoice not paid within terms may be subject to finance charge						DUE DATE	Oct 07, 2022



INVOICE
RECEIVED
OCT 11 2022

INVOICE NO: 002210050
INVOICE DATE: Sept-27-2022
DUE DATE: Oct 27, 2022
PAYMENT TERMS: 30 DAYS NET
CUSTOMER NO: NC10715
DEPOT NO: 003

Auditor's Office

CUSTOMER		SHIP TO		REMIT TO			
JEFFERSON COUNTY COURTHOUSE 1149 PEARL STREET BEAUMONT TX 77701-3638 US		JEFFERSON COUNTY CORRECTIONAL 5030 HWY 69 S BEAUMONT TX 77705-1258 <i>ATTN: Nancy</i>		CARRIER RENTAL SYSTEMS 35961 EAGLE WAY CHICAGO, IL 60678 800-586-8336			
SALESPERSON: Pierce, Adriann		AGREEMENT: C449088		PO NO: F93962 <i>086620</i>			
DESCRIPTION	CHARGE TYPE	INV PERIOD	QTY	DUR	U/M	PRICE	TOTAL
AIR CONDITIONER PACKAGE	RENTAL CHARGE	090122 - 090622	1	1	Week	2,824.91	2,824.91
LABOR-TEARDOWN-ST	LABOR		2	1		119.00	238.00
FREIGHT RETURN	FREIGHT		1	1		460.00	460.00
FREIGHT - DETENTION TIME	FREIGHT		2	1		125.00	250.00
License Number TACLA020189C Regulated by the Texas Department of Licensing and Regulation PO BOX 12157 Austin, Texas 78711 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov							
RENTAL	SALES	LABOR	FREIGHT	OTHER	TAX	AMOUNT DUE 3,772.91	
2,824.91	0.00	238.00	710.00	0.00	0.00	CURRENCY USD	
Invoice not paid within terms may be subject to finance charge						DUE DATE Oct 27, 2022	

OCT 10 2022

Invoice Number: INV976763
Invoice Date: 10/06/2022

ACCOUNTS PAYABLE

Bill To: Jefferson County
Auditor's Office
1149 Pearl
Beaumont, TX 77701

Robert W. Hunter
120 20304125077

Customer: Jefferson County - District Attorney's Office
1001 Pearl St
Ste 300
Beaumont, TX 77701

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
300170	Net 30	11/05/2022	\$8,982.58	\$8,982.58	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
P9124-02		\$8,982.58	-	10/01/2021	09/30/2026
Contract Remarks					

Summary:

Contract base rate charge for the 10/01/2022 to 09/30/2023 billing period

*Sum of equipment base charges

RECEIVED

OCT 11 2022

\$8,982.58 *

\$8,982.58

Detail:

Equipment included under this contract

Auditor's Office

HP/1320

Number	Serial Number	Base Charge	Location
3A7146	CNHC65T121	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7149	CNHC5C31X0	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7153	CNHC531XV	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7154	CNHC65T12R	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/8720

Number	Serial Number	Base Charge	Location
3A7144	CN79LC60TG	\$480.00	Jefferson County- DA's Office Special Crimes 1085 Pearl St Ste 300 Beaumont, TX 77701

HP/M252dw

Number	Serial Number	Base Charge	Location
3A7156	VNB3F72479	\$960.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/M254dw

Invoice Number: INV976763

Invoice Date: 10/06/2022

Bill To: Jefferson County
Auditor's Office
1149 Pearl
Beaumont, TX 77701

Customer: Jefferson County - District Attorney's Office
1001 Pearl St
Ste 300
Beaumont, TX 77701

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
300170	Net 30	11/05/2022	\$8,982.58	\$8,982.58
Invoice Remarks				

Number	Serial Number	Base Charge	Location
3A7145	VNB3H15379	\$480.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7164	VNB3N01929	\$480.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/M401n

Number	Serial Number	Base Charge	Location
3A7147	PHGDC66371	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7151	PHGDF60953	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7152	PHGDG58930	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/M402dw

Number	Serial Number	Base Charge	Location
3A7158	PHBVD40022	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7163	PHBQG18132	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/M402n

Number	Serial Number	Base Charge	Location
3A7150	PHBHC07110	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/M404dn

Number	Serial Number	Base Charge	Location
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Invoice Number: INV976763

Invoice Date: 10/06/2022

Bill To: Jefferson County
Auditor's Office
1149 Pearl
Beaumont, TX 77701

Customer: Jefferson County - District Attorney's Office
1001 Pearl St
Ste 300
Beaumont, TX 77701

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
300170	Net 30	11/05/2022	\$8,982.58	\$8,982.58
Invoice Remarks				

3A7182 JPDDM18279 \$272.90 ** Jefferson County - District Attorney's Office 1001 Pearl
St
Ste 300
Beaumont, TX 77701

**Prorated from 8/12/2022 to 9/30/2023

HP/M451dn

Number	Serial Number	Base Charge	Location
3A7165	CNDG144249	\$480.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/M454dn

Number	Serial Number	Base Charge	Location
3A7140	VNB3C41101	\$480.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7160	VNB3K22778	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/M506dn

Number	Serial Number	Base Charge	Location
3A7142	PHBKQ09934	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7155	PHBBQ18329	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7162	PHBBR04327	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/M602N

Number	Serial Number	Base Charge	Location
3A7157	CNCCDCH1G8	(\$32.26)**	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

**Prorated from 8/13/2022 to 9/30/2022 : Credit for early removal

Sharp/MXC507P

Invoice Number: INV976763

Invoice Date: 10/06/2022

Bill To: Jefferson County
Auditor's Office
1149 Pearl
Beaumont, TX 77701

Customer: Jefferson County - District Attorney's Office
1001 Pearl St
Ste 300
Beaumont, TX 77701

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
300170	Net 30	11/05/2022	\$8,982.58	\$8,982.58
Invoice Remarks				

Number	Serial Number	Base Charge	Location
3A6042	50281350H5LBW	\$581.94 **	Jefferson County - DA's Office (Detectives) 1001 Pearl St 3rd Floor Beaumont, TX 77701

**Prorated from 7/15/2022 to 9/30/2023

HP/P2055dn

Number	Serial Number	Base Charge	Location
3A7148	CNB3657949	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7161	CNB369993	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/P2055X

Number	Serial Number	Base Charge	Location
3A7159	VNB3R44685	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/P3010

Number	Serial Number	Base Charge	Location
3A7143	VND3G38383	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701
3A7166	VNBCC3H321	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701

HP/P3015

Number	Serial Number	Base Charge	Location
3A7141	VNBCC3H32J	\$240.00	Jefferson County - District Attorney's Office 1001 Pearl St Ste 300 Beaumont, TX 77701



CONTRACT INVOICE⁴⁶

Invoice Number: INV976763
Invoice Date: 10/06/2022

Bill To: Jefferson County
Auditor's Office
1149 Pearl
Beaumont, TX 77701

Customer: Jefferson County - District Attorney's Office
1001 Pearl St
Ste 300
Beaumont, TX 77701



Log in to sign up at function-4.com/paperless

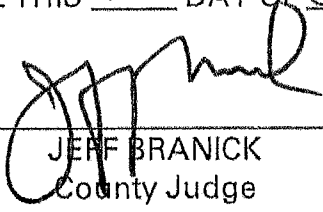
Please include invoice number on payment.

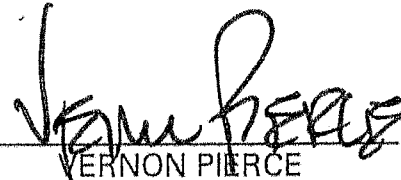
Remit Payment To:
Function 4, LLC
12560 Reed Rd, Ste 200
Sugar Land, TX 77478

300170	INV976763
Invoice SubTotal	\$8,982.58
Tax:	\$0.00
Invoice Total	\$8,982.58
Balance Due:	\$8,982.58

RESOLUTION

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2022 TAX ROLL THIS 18 DAY OF October, 2022.

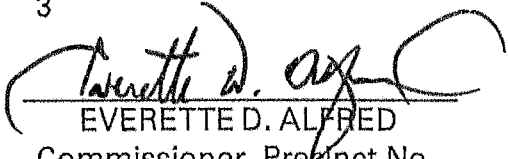

JEFF BRANICK
County Judge


VERNON PIERCE
Commissioner, Precinct No.

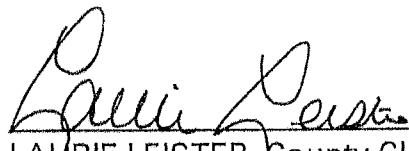
1

DARRELL BUSH
Commissioner, Precinct No.
2

MICHAEL SINEGAL
Commissioner, Precinct No.
3


EVERETTE D. ALFRED
Commissioner, Precinct No.
4

Sworn to and subscribed before me, the undersigned authority, this 18 day of October, 2022.


LAURIE LEISTER, County Clerk



Tax Collection System - JEFFERSON COUNTY

Certified Roll Jurisdiction Summary

10/04/2022 02:55 pm

tc502_juris_summary.rep v1.15

Request Seq.: 4103407

Processing For Tax Year: 2022 County Code: ALL Tax Unit: ALL Roll Codes: ALL

Jurisdiction:		1 JEFFERSON COUNTY			
Total Parcels:	148,948	Tax Rate:	0.3631840	Opt Hom:	0.2000000
Market Value:	39,736,658,043	State Hom:	0	Opt O65:	40,000
		State O65:	0	Opt Disabled:	0
		Disabled:	40,000		
AG Exclusion Count:	4,055	AG Exclusion Amt:	508,303,072		
Timber Exclusion Count:	437	Timber Exclusion Amt:	27,854,983		
HS Capped Count:	34,901	HS Capped Amt:	755,806,289		
Assessed Value:	38,444,693,699				
Prorated-Exxv Count/Amt:	6,311	Pro Charitable Functions Count/Amt:	29		4,503,978
100% Exempt Vet Count/Amt:	794	Low Income Housing Count/Amt:	7		15,461,028
Pro Youth Associations Count/Amt:	25	Surviving Spouse First Responder Count/Amt:	2		385,104
Prorated-Excl Count/Amt:	4	Military Deferral Count/Amt:	2		0
Chdo Count/Amt:	37	Surviving Spouse Active Duty Count/Amt:	1		17,930
Pro Schools Count/Amt:	83	Goods In Transit Count/Amt:	1		75,077,950
Pro Misc Exempts Count/Amt:	127	Abatement Count/Amt:	18		3,685,831,448
Pollution Control Count/Amt:	160	HB366 Count/Amt:	836		957,035
State Homestead Count:	0	State Homestead Amt:	0		
Local Homestead Count:	50,867	Local Homestead Amt:	1,576,430,707		
State Over 65 Count:	0	State Over 65 Amt:	0		
Local Over 65 Count:	20,278	Local Over 65 Amt:	767,173,593		
Surviving Spouse Count:	139	Surviving Spouse Amt:	5,241,505		
State Disabled Count:	0	State Disabled Amt:	0		
Local Disabled Count:	2,184	Local Disabled Amt:	81,946,400		
Total VET Count:	1,289	Total VET Amt:	12,978,484		
*VET Surviving Spouse Count:	44	*VET Surviving Spouse Amt:	451,058		
*included in the Total VET Count/Amt					
Partial Exempt Values:	2,443,770,689				
Taxable Value:	28,642,356,390				
Total Levy Amt:	101,917,074.63				
Late AG Penalty Count:	15	Late AG Penalty Amt:	304.79		
Late Rendition Penalty Count:	2,288	Late Rendition Penalty Amt:	52,765.42		
Other Penalty Count:	1	Other Penalty Amt:	183.35		
Frozen Account Count:	21,416				
Frozen Homeste Value:	3,086,964,590				
Frozen Taxable Value:	1,613,877,918				
Unfrozen Levy Amt:	5,861,346.39				
Frozen Levy Amt:	3,706,968.74				
Frozen Levy Loss Amt:	2,154,377.65				
Total Non-Exempt Parcel Count:	148,948				

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts ("Courts") [appointing authority] and Marsha Norman ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts' Indigent Defense Plan ("Plan"), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education ("CLE") requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

¹ 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm'n, "Parties").

² *Id.* at § 174.14 ("Awarding the Contract").

³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

⁴ *Id.* at § 174.17 ("Scope of Contract").

⁵ *Id.* at § 174.25 ("Compensation and Payment Process").

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on 10/01/2022, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

⁶ *Id.* at § 174.24 ("Investigators and Experts").

⁷ *Id.* at § 174.16; 174.25 ("Term of Contract" and "Compensation and Payment Process").

⁸ *Id.* at § 174.16 ("Term of Contract").

⁹ *Id.* at § 174.22 ("Standards of Representation").

¹⁰ *Id.* at §§ 174.19; 174.20 ("Duration of Representation" and "Substitution of Attorneys").

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

¹¹ Voucher is to be itemized by client cases resolved, and not itemized by the hour.

¹² 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

¹³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

¹⁴ *Id.* at § 174.21 ("Caseload Limitations").

¹⁵ *Id.* at § 174.23 ("Conflicts of Interest").

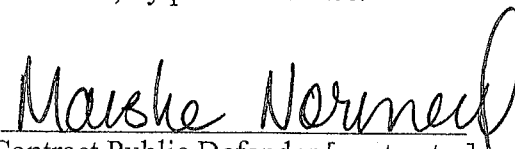
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.

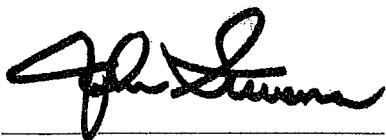

Contract Public Defender [contractor]

15087980
SBOT Number

10/1/2022
Date

¹⁶*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

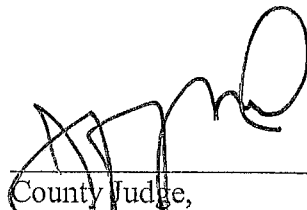
Approved and Accepted:



Criminal District Court Judge
[appointing authority]

10.1.22

Date



County Judge,
Jefferson County, Texas
[contracting authority]

10/18/22

Date

252nd District Court Judge
[appointing authority]

Date

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts ("Courts") [appointing authority] and Michael V. Probst ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

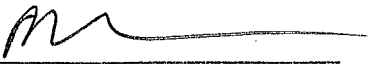
In compliance with the Jefferson County Criminal District Courts' Indigent Defense Plan ("Plan"), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education ("CLE") requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental


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³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

⁴ *Id.* at § 174.17 ("Scope of Contract").

⁵ *Id.* at § 174.25 ("Compensation and Payment Process").

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on 10/01/2022, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

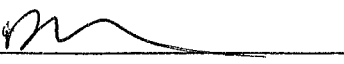
Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any


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⁷ *Id.* at § 174.16; 174.25 ("Term of Contract" and "Compensation and Payment Process").

⁸ *Id.* at § 174.16 ("Term of Contract").

⁹ *Id.* at § 174.22 ("Standards of Representation").

¹⁰ *Id.* at §§ 174.19; 174.20 ("Duration of Representation" and "Substitution of Attorneys").

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

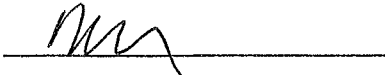
(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall


¹¹ Voucher is to be itemized by client cases resolved, and not itemized by the hour.

¹² 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

¹³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

¹⁴ *Id.* at § 174.21 ("Caseload Limitations").

¹⁵ *Id.* at § 174.23 ("Conflicts of Interest").

immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

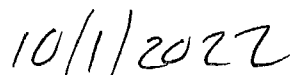
Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.


Contract Public Defender [contractor]


SBOT Number


Date

¹⁶*Id.* at § 174.18 ("Minimum Attorney Qualifications").

Approved and Accepted:

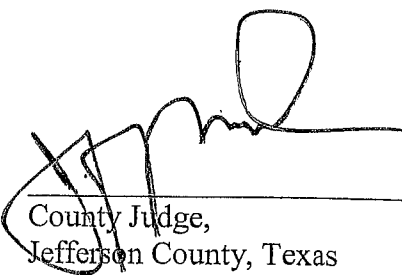
Criminal District Court Judge
[appointing authority]

Date



252nd District Court Judge
[appointing authority]

10/3/22
Date



County Judge,
Jefferson County, Texas
[contracting authority]
10/18/22
Date

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts ("Courts") [appointing authority] and Brittanie Holmes ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts' Indigent Defense Plan ("Plan"), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education ("CLE") requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

¹ 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm'n, "Parties").

² *Id.* at § 174.14 ("Awarding the Contract").

³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

⁴ *Id.* at § 174.17 ("Scope of Contract").

⁵ *Id.* at § 174.25 ("Compensation and Payment Process").

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on 10/01/2022, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

⁶ *Id.* at § 174.24 ("Investigators and Experts").

⁷ *Id.* at § 174.16; 174.25 ("Term of Contract" and "Compensation and Payment Process").

⁸ *Id.* at § 174.16 ("Term of Contract").

⁹ *Id.* at § 174.22 ("Standards of Representation").

¹⁰ *Id.* at §§ 174.19; 174.20 ("Duration of Representation" and "Substitution of Attorneys").

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

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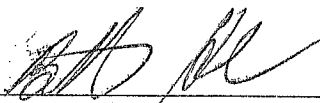
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.

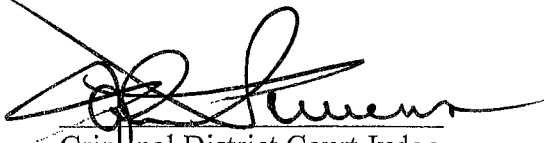

Contract Public Defender [contractor]

24064020
SBOT Number

10/1/22
Date

¹⁶*Id.* at § 174.18 ("Minimum Attorney Qualifications").

Approved and Accepted:


Criminal District Court Judge
[appointing authority]

10/6/22
Date


252nd District Court Judge
[appointing authority]

10/6/22
Date


County Judge,
Jefferson County, Texas
[contracting authority]

10/18/22
Date

INTERLOCAL AGREEMENT
FOR DRAINAGE DITCH 110-B PROJECT

Between
COUNTY OF JEFFERSON
and
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

This Inter-Governmental Agreement between the County of Jefferson, Texas, whose address is 1149 Pearl Street, Beaumont, Texas 77701 hereinafter referred to as "COUNTY" and Jefferson County Drainage District No. 6, a Special District of the State of Texas, whose address is 6550 Walden Road, Beaumont, Texas 77707 (hereinafter called "DISTRICT") under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is as follows:

WHEREAS, the COUNTY is approved by the Texas General Land Office (GLO) for a Disaster Recovery (DR) Community Development Block Grant (CDBG) CONTRACT NO. 20-065-121-C408 totaling \$ 947,960.00 to repair damages to Drainage Ditch No. 110-B from Hurricane Harvey and;

WHEREAS, the COUNTY and the DISTRICT desire to utilize the \$947,960.00 to install larger box culverts and realign the concrete side slopes, which will provide additional access for future maintenance and provide better flow conveyance for future flood. and;

WHEREAS, the COUNTY and the DISTRICT are desirous of reciting in writing certain duties and obligations between the parties hereto;

FOR AND IN CONSIDERATION of the mutual benefits flowing to the COUNTY and the DISTRICT as a result of working together to make improvements to the drainage infrastructure, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WITNESSETH

1. The COUNTY will contract with the DISTRICT to repair the damage from Hurricane Harvey on Drainage Ditch 110-B and to improve the existing drainage structure, in an amount not to exceed \$776,000.00 (which is the allocated construction budget).
2. The DISTRICT will competitively procure concrete box culverts, closed cell block, wood fencing, and all other materials required to complete the project as per COUNTY-approved plans for drainage improvements.
1. The DISTRICT will use in-house equipment and force account labor and will track and account for all expenses at agreed governmental rates.
2. The DISTRICT will be responsible for project layout, and project management.
3. The COUNTY, following the completion of the installation of all drainage improvements, agrees to reimburse the DISTRICT for (100%) of their costs for labor, equipment, and materials in an amount not to exceed 776,000.00.
4. The DISTRICT will be responsible for any and all costs over \$776,000.00.
5. On a monthly basis or greater, at its convenience, the DISTRICT will invoice the COUNTY for the incurred costs to date. The invoice will be itemized and will include all back-up documentation that justifies the invoice amount, such as material invoices, equipment use cost, and labor cost.
6. The COUNTY shall reimburse the DISTRICT within thirty (30) days of the date of the invoice.
7. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for final and binding resolution.

JEFFERSON COUNTY, TEXASWITNESS OUR HANDS effective this 4 day of October, 2022.Jeff Branick

County Judge

Jefferson County, Texas

ATTEST:

By: Laurie LeisterPrinted Name: LAURIE LEISTERTitle: COUNTY CLERKJEFFERSON COUNTY DRAINAGE DISTRICT NO. 6WITNESS OUR HANDS effective this 11th day of October, 2022.Joshua W. Allen, Sr.

Board President

Jefferson County Drainage District No. 6

ATTEST:

By: Paula C. KarasekPrinted Name: Paula C. KARASEKTitle: Executive Assistant

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending September 30, 2022 (Unadjusted)



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



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

October 14, 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 September 30, 2022 (Unadjusted) together with the results of operations of the budget for the twelfth period then ended.

Revenue:

Total budgeted revenue collected for the month ending September 30, 2022 (Unadjusted) is \$139,258,133. Revenue have exceeded the budgetary revenue goals of \$135,814,134 by \$3,443,999. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$92,285,467 for the twelve months of the year. This amount represents 99.68% of the budgeted amount of \$92,577,815.

Sales Taxes:

Revenue from Sales taxes exceeded the budgeted amount of \$29,580,000 by \$1,821,552.

Page Two

Licenses & Permits:

Revenue from Licenses & Permits exceeded the budgeted amount of \$403,000 by \$14,505

Intergovernmental:

Revenue from Intergovernmental Revenue exceeded the budgeted amount of \$1,166,084 by \$186,249.

Fees:

Revenue from Fees exceeded the budgeted amount of \$10,342,535 by \$1,207,791.

Fines and Forfeitures:

Eighty-three 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 \$777,303.

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, ninety-five 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 (Unadjusted).

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', with a long horizontal stroke extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
 FINANCIAL & OPERATING
 STATEMENTS - COUNTY FUNDS ONLY
 FOR THE MONTH ENDING SEPTEMBER 30, 2022 (UNADJUSTED)
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending September 30, 2022 (Unadjusted)

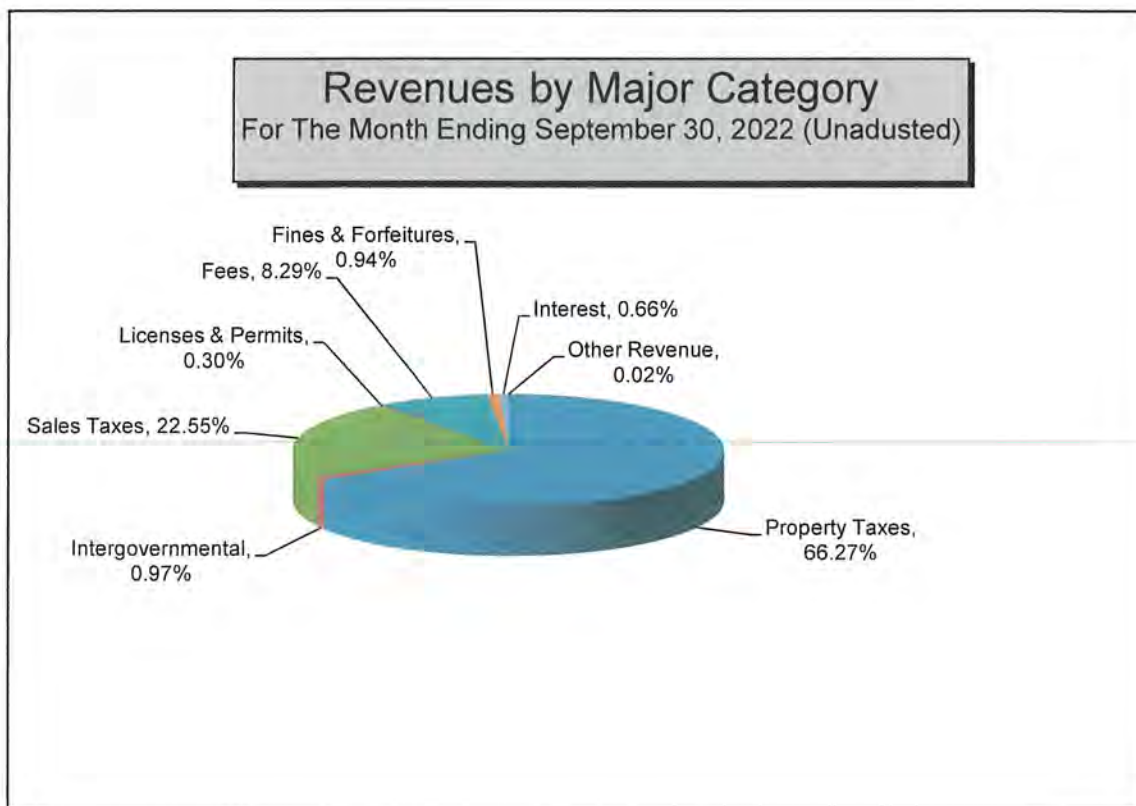
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 61,132,359	68,619,625	8,652,504	445,733	1,195,564	2,582,635	\$ 142,628,420
Receivables & Prepaids	5,027,078	1,221	-	316,075	86,951	-	5,431,325
Intergovernmental Receivables	(138,245)	-	-	-	-	-	(138,245)
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
Total Assets	\$ <u>66,901,504</u>	\$ <u>68,637,688</u>	\$ <u>8,685,233</u>	\$ <u>761,808</u>	\$ <u>76,959,721</u>	\$ <u>2,582,635</u>	\$ <u>224,528,589</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 6,066,563	735,227	-	-	1,332,259	3,383,113	\$ 11,517,162
Intergovernmental Payables	360	-	-	-	23	-	383
Other Liabilities	4,299,100	627,659	-	298,599	887,744	-	6,113,102
Fund Balance/Equity	<u>56,535,481</u>	<u>67,274,802</u>	<u>8,685,233</u>	<u>463,209</u>	<u>74,739,695</u>	<u>(800,478)</u>	<u>206,897,942</u>
Total Liabilities and Fund Balance/Equity	\$ <u>66,901,504</u>	\$ <u>68,637,688</u>	\$ <u>8,685,233</u>	\$ <u>761,808</u>	\$ <u>76,959,721</u>	\$ <u>2,582,635</u>	\$ <u>224,528,589</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending September 30, 2022 (Unadjusted)

	8/31/2022	Month Ending September 30, 2022 (Unadjusted)				9/30/2022 (Unadjusted)
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 400,751	\$ 7,918	\$ 49,678	\$ -	\$ -	\$ 358,991
Road & Bridge Pct. 1	5,013,423	65,899	165,274	-	-	4,914,048
Road & Bridge Pct. 2	1,184,882	65,898	197,342	-	-	1,053,438
Road & Bridge Pct. 3	312,899	65,899	196,447	-	-	182,351
Road & Bridge Pct. 4	3,418,838	62,783	197,165	-	-	3,284,456
Engineering Fund	311,160	2,169	147,604	-	-	165,725
Parks & Recreation	70,721	7,640	11,075	-	-	67,286
General Fund	53,652,880	3,918,291	14,388,044	(743,509)	-	42,439,618
Mosquito Control Fund	1,257,893	1,860	214,665	-	-	1,045,088
Tobacco Settlement Fund	3,018,542	5,938	-	-	-	3,024,480
Total General Funds	68,641,989	4,204,295	15,567,294	(743,509)	-	56,535,481
Total Special Revenue Funds	65,129,933	4,015,233	2,613,873	743,509	-	67,274,802
Total Capital Project Funds	8,698,199	17,005	29,971	-	-	8,685,233
Total Debt Service Funds	456,719	6,490	-	-	-	463,209
Total Enterprise Funds	74,001,111	1,470,890	732,306	-	-	74,739,695
Total Internal Service Funds	(3,080,308)	4,395,650	2,115,820	-	-	(800,478)
Total Balances	\$ 213,847,643	\$ 14,109,563	\$ 21,059,264	\$ -	\$ -	\$ 206,897,942

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending September 30, 2022 (Unadjusted)

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 92,285,467	\$ 92,577,815	\$ 292,348	0.32%
Sales Taxes	31,401,552	29,580,000	(1,821,552)	-6.16%
Licenses & Permits	417,505	403,000	(14,505)	-3.60%
Intergovernmental	1,352,333	1,166,084	(186,249)	-15.97%
Fees	11,550,326	10,342,535	(1,207,791)	-11.68%
Fines & Forfeitures	1,302,558	1,575,000	272,442	17.30%
Interest	920,003	142,700	(777,303)	-544.71%
Other Revenue	28,389	27,000	(1,389)	-5.14%
	<u>\$ 139,258,133</u>	<u>\$ 135,814,134</u>	<u>\$ (3,443,999)</u>	<u>-2.54%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending September 30, 2022 (Unadjusted)

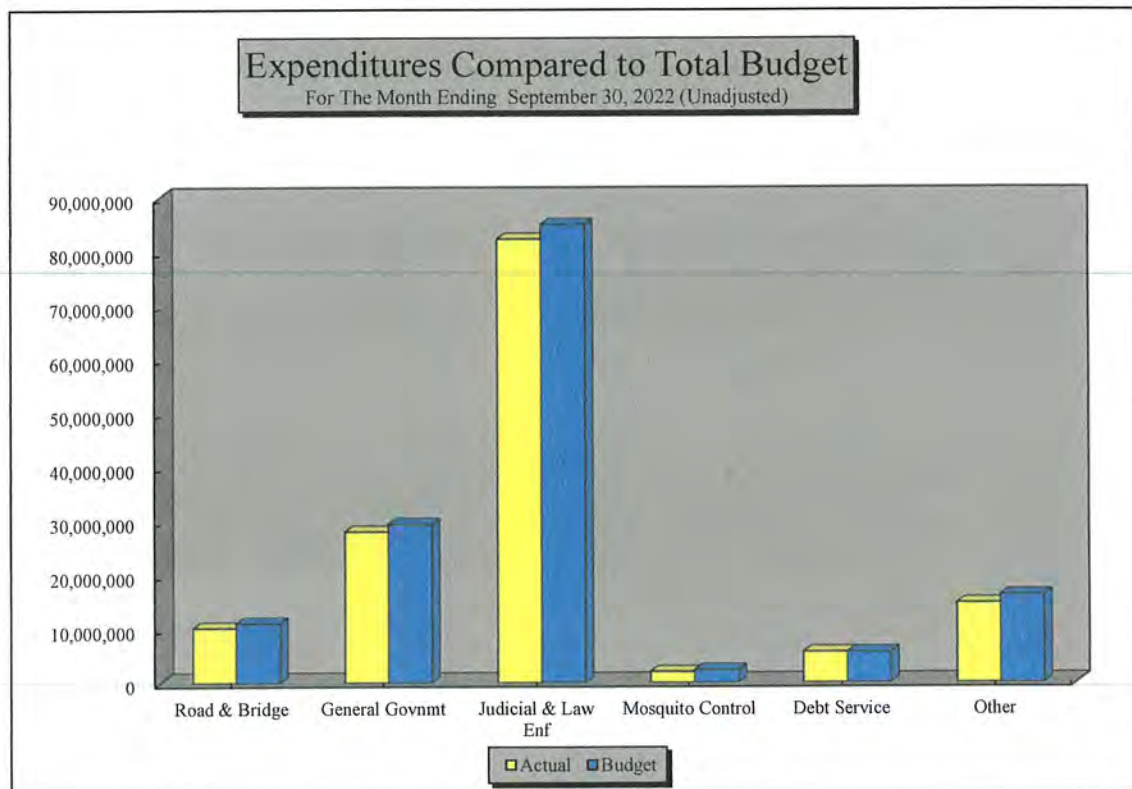
	October 2021 -December	January	February	March	April	May	June	July	August	September	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund													
Current Taxes	\$ 45,703	\$ 103,859	\$ 39,098	\$ 1,774	\$ 2,552	\$ 1,185	\$ 872	\$ 398	\$ 333	\$ 94	\$ 195,868	\$ 197,734	\$ 1,866
Delinquent Taxes	991	347	243	132	509	626	248	342	404	125	3,967	2,878	(1,089)
Jury Fees	14,648	4,195	4,665	4,546	5,775	5,241	4,791	6,132	6,933	7,653	64,579	60,000	(4,579)
Other Revenue	29,240	68	-	68	19,278	-	36,040	205	91	46	85,036	100,300	15,264
Road & Bridge Pct. 1													
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522	1,273	359	748,514	755,638	7,124
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967	1,143	355	11,231	8,148	(3,083)
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	41,242	47,328	511,729	500,000	(11,729)
Sales, Rentals & Services	-	-	-	400	437	-	-	400	829	-	2,066	-	(2,066)
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	17,197	17,599	18,076	17,857	172,518	225,000	52,482
Road & Bridge Pct. 2													
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522	1,273	359	748,514	755,638	7,124
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967	1,143	355	11,231	8,148	(3,083)
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	41,242	47,327	511,728	500,000	(11,728)
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	17,197	17,599	18,076	17,857	172,518	225,000	52,482
Road & Bridge Pct. 3													
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522	1,273	359	748,514	755,638	7,124
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967	1,143	355	11,231	8,148	(3,083)
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	41,242	47,328	511,729	500,000	(11,729)
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	18,076	17,857	172,518	225,000	52,482
Road & Bridge Pct. 4													
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522	1,273	359	748,514	755,638	7,124
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967	1,143	355	11,231	8,148	(3,083)
Intergovernmental Revenue	-	-	-	-	-	-	-	3,790	5,814	(14)	9,590	8,000	(1,590)
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	41,242	47,328	511,729	500,000	(11,729)
Sales, Rentals & Services	203,544	661	(99,268)	-	116,401	2,825	(151,065)	2,174	1,330	(3,101)	73,501	-	(73,501)
Fines and Forfeitures	27,866	9,858	12,581	14,361	20,749	16,368	17,196	17,598	18,074	17,856	172,507	225,000	52,493
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending September 30, 2022 (Unadjusted)

	October 2021										Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	August	September	Total	Budget	Balance
Engineering Fund													
Current Taxes	\$ 267,589	\$ 608,083	\$ 228,916	\$ 10,387	\$ 14,944	\$ 6,937	\$ 5,108	\$ 2,332	\$ 1,950	549	\$ 1,146,795	\$ 1,157,711	\$ 10,916
Delinquent Taxes	3,954	1,385	968	526	2,033	2,499	989	1,364	1,610	500	15,828	11,484	(4,344)
Licenses and Permits	750	-	2,000	-	293	800	1,640	338	-	620	6,441	3,000	(3,441)
Sales, Rentals & Services	-	-	-	-	500	200	-	-	500	500	1,700	1,000	(700)
Parks & Recreation													
Current Taxes	9,087	20,651	7,774	353	507	236	173	79	67	19	38,946	39,316	370
Delinquent Taxes	43	15	10	6	22	27	11	15	17	5	171	124	(47)
Sales, Rentals & Services	17,338	4,388	3,494	4,780	7,123	5,892	6,125	8,253	6,880	7,616	71,889	80,060	8,171
General Fund													
Current Taxes	18,464,131	41,958,861	15,795,641	716,718	1,031,133	478,671	352,460	160,936	130,195	37,906	79,126,652	79,883,216	756,564
Delinquent Taxes	297,177	104,092	72,757	39,557	152,834	187,839	74,329	102,471	121,041	37,588	1,189,685	863,189	(326,496)
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	3,928,537	2,873,782	31,401,552	29,580,000	(1,821,552)
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	30,135	36,745	411,064	400,000	(11,064)
Intergovernmental Revenue	252,734	29,432	39,065	112,865	406,553	140,371	82,099	32,933	127,077	34,578	1,257,707	1,057,784	(199,923)
Fees of Office	906,841	306,649	332,541	312,029	345,497	382,259	321,936	336,402	874,134	375,291	4,493,579	3,573,610	(919,969)
Other Sales, Rentals & Svcs.	887,859	(14,082)	(136,719)	199,766	243,971	185,616	539,294	(154,936)	361,858	230,840	2,343,467	2,327,865	(15,602)
Fines & Forfeitures	80,372	53,758	54,295	47,947	81,462	61,224	60,292	40,258	53,699	79,190	612,497	675,000	62,503
Interest	40,076	13,802	34,152	32,688	31,515	57,852	83,902	147,280	229,840	212,371	883,478	130,000	(753,478)
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund													
Current Taxes	413,508	939,677	353,746	16,051	23,092	10,720	7,893	3,604	3,013	849	1,772,153	1,789,022	16,869
Delinquent Taxes	7,997	2,801	1,958	1,065	4,113	5,055	2,000	2,758	3,258	1,011	32,016	23,229	(8,787)
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund													
Interest	1,503	328	778	784	805	1,540	1,912	3,555	5,730	5,938	22,873	4,800	(18,073)
Debt Service													
Current Taxes	1,314,051	2,986,123	1,124,142	51,007	73,383	34,065	25,083	11,454	9,576	2,698	5,631,582	5,488,265	(143,317)
Delinquent Taxes	23,287	8,130	5,563	2,923	11,804	14,766	5,864	7,770	9,800	2,917	92,824	66,503	(26,321)
Interest	480	453	1,367	1,393	1,453	2,804	3,500	494	833	875	13,652	7,900	(5,752)
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	\$ 6,162,418	\$ 4,210,785	\$ 139,258,133	\$ 135,814,134	\$ (3,443,999)

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 100% of Budget Expended
For The Month Ending September 30, 2022 (Unadjusted)

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 422,304	\$ 427,774	\$ 5,470	1.28%
Road & Bridge Funds	8,963,969	9,620,948	656,979	6.83%
Engineering Fund	1,127,536	1,299,471	171,935	13.23%
Parks & Recreation Fund	164,151	212,644	48,493	22.80%
General Fund:				
General Government	28,123,405	29,520,359	1,396,954	4.73%
Judicial	20,874,585	21,624,363	749,778	3.47%
Law Enforcement	60,934,425	62,856,689	1,922,264	3.06%
Education	373,478	459,866	86,388	18.79%
Health & Welfare	8,547,663	9,287,178	739,515	7.96%
Maintenance	3,829,259	4,478,498	649,239	14.50%
Other	1,874,568	1,925,272	50,704	2.63%
Mosquito Control Fund	2,035,179	2,397,570	362,391	15.11%
Tobacco Settlement	200,000	200,000	-	-
Debt Service Funds	5,709,400	5,710,850	1,450	0.03%
	<u>\$ 143,179,922</u>	<u>\$ 150,021,482</u>	<u>\$ 6,841,560</u>	<u>4.56%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending September 30, 2022 (Unadjusted)

	October 2021											Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July	August	September	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 106,368	\$ 17,895	\$ 17,619	\$ 45,053	\$ 47,346	\$ 17,832	\$ 48,786	\$ 17,804	\$ 52,588	\$ 49,678	\$ 1,335	\$ 422,304	\$ 427,774	\$ 5,470
Road & Brdg Pct. 1	481,308	100,845	110,366	323,412	146,436	117,714	270,212	128,963	140,406	165,274	316,294	2,301,230	2,430,829	129,599
Road & Brdg Pct. 2	391,805	116,333	165,732	118,890	303,225	141,072	199,800	138,279	137,648	197,342	144,819	2,054,945	2,251,072	196,127
Road & Brdg Pct. 3	491,853	124,290	137,120	128,785	209,484	258,193	192,600	148,026	190,632	196,447	286,185	2,363,615	2,410,656	47,041
Road & Brdg Pct. 4	729,381	137,229	(963)	138,142	301,746	142,480	71,338	178,725	179,901	197,165	169,035	2,244,179	2,528,391	284,212
Engineering	300,017	79,141	78,015	80,895	116,051	80,896	78,262	78,667	86,287	147,604	1,701	1,127,536	1,299,471	171,935
Parks & Recreation	24,251	7,155	18,955	21,274	15,130	10,297	8,939	13,825	18,428	11,075	14,822	164,151	212,644	48,493
Tax Assessor/Coll.	1,111,564	298,105	318,277	308,570	447,619	303,082	305,145	293,432	296,890	438,363	4,736	4,125,783	4,537,630	411,847
Human Resources	125,429	37,223	37,164	39,705	54,796	37,720	36,139	39,928	38,445	48,627	492	495,668	510,303	14,635
County Auditor	480,258	123,538	124,756	121,977	185,461	130,094	123,878	122,870	117,428	176,194	540	1,706,994	1,715,715	8,721
County Clerk	577,213	110,516	207,757	160,557	236,210	160,682	158,572	157,866	158,867	234,460	2,569	2,165,269	2,539,787	374,518
County Judge	255,433	70,551	73,125	81,037	112,062	79,183	71,337	83,559	72,033	100,750	514	999,584	1,030,545	30,961
Risk Management	79,443	23,148	21,256	14,683	20,886	22,743	21,756	21,927	22,742	34,622	48	283,254	295,239	11,985
County Treasurer	110,924	31,824	33,173	32,652	47,992	33,374	32,552	33,479	32,780	49,478	1,080	439,308	431,176	(8,132)
Printing Department	29,530	10,166	9,308	13,232	13,537	9,146	17,396	9,960	11,448	13,348	9,522	146,593	161,128	14,535
Purchasing Department	158,196	46,815	46,049	49,241	67,988	48,705	49,859	48,979	53,467	75,176	4,991	649,466	639,478	(9,988)
General Services	3,547,264	941,124	1,682,891	755,695	900,850	841,414	908,864	1,036,372	705,330	1,476,664	49,812	12,846,280	13,166,955	320,675
MIS	1,302,020	164,339	170,798	242,338	267,127	161,611	160,301	193,955	191,036	289,171	38,250	3,180,946	3,215,839	34,893
Voter's Registration	67,912	8,026	20,083	11,764	6,910	8,181	7,826	7,599	8,146	11,273	372	158,092	206,119	48,027
Elections	280,711	34,678	53,446	195,664	32,723	123,040	137,695	45,309	2,777	8,014	12,111	926,168	1,070,445	144,277
District Attorney	1,982,663	573,244	580,180	561,594	844,691	581,906	576,043	577,009	567,815	855,240	4,531	7,704,916	7,784,691	79,775
District Clerk	572,178	167,946	171,406	170,291	254,700	172,580	169,917	159,341	169,385	251,497	20,085	2,279,326	2,259,985	(19,341)
Criminal Dist. Court	327,143	112,567	133,496	113,005	135,812	110,250	133,918	113,486	157,144	186,715	253	1,523,789	1,613,696	89,907
58th Dist. Court	82,544	23,908	23,962	24,386	35,732	24,477	24,249	25,065	25,151	39,293	35	328,802	334,885	6,083
60th Dist. Court	89,011	25,986	25,971	25,687	38,285	25,809	26,922	25,885	25,949	38,161	-	347,666	352,759	5,093
136th Dist. Court	89,491	25,960	25,765	25,743	38,115	26,062	25,788	25,684	26,606	38,481	-	347,695	350,653	2,958
172nd Dist. Court	84,607	28,160	24,558	24,549	36,690	24,496	26,392	24,494	24,926	37,169	812	336,853	339,758	2,905
252nd Dist. Court	245,807	73,965	107,572	85,634	118,047	107,557	87,152	104,834	95,142	95,212	202	1,121,124	1,198,108	76,984
279th Dist. Court	118,256	33,663	42,102	31,250	55,566	48,841	40,983	38,731	47,134	53,384	55	509,965	530,477	20,512
317th Dist. Court	185,829	56,906	76,747	60,178	93,717	62,878	59,730	63,108	58,977	79,969	2,139	800,178	853,261	53,083
J.P. Pct. 1 Pl 1	100,778	28,983	29,352	30,480	46,500	32,756	31,670	32,058	32,474	44,988	1,587	411,626	441,548	29,922
J.P. Pct. 1 Pl 2	113,420	33,459	33,421	33,586	48,787	33,550	33,416	34,663	35,210	49,482	919	449,913	441,829	(8,084)
J.P. Pct. 2	79,878	22,933	23,391	23,340	33,931	23,327	23,239	22,902	24,674	33,977	26	311,618	390,871	79,253
J.P. Pct. 4	107,898	31,225	32,118	31,539	46,797	30,124	31,854	28,771	30,124	45,686	553	416,689	433,137	16,448
J.P. Pct. 6	104,829	29,600	27,826	28,678	44,177	29,707	30,005	29,968	31,863	47,742	2,384	406,779	431,432	24,653
J.P. Pct. 7	102,450	30,035	29,589	29,777	44,052	34,606	29,810	29,775	29,976	44,624	113	404,807	426,782	21,975
J.P. Pct. 8	101,059	29,545	28,140	27,637	41,408	30,124	30,249	29,442	31,529	41,095	34	390,262	419,914	29,652
Cnty. Court at Law 1	143,961	42,436	42,708	43,373	53,204	34,102	42,119	41,097	41,635	62,735	89	547,459	564,082	16,623
Cnty. Court at Law 2	149,602	40,931	61,474	52,051	76,946	50,767	44,385	39,640	40,338	50,410	608	607,152	729,176	122,024
Cnty. Court at Law 3	229,360	59,892	69,622	65,424	93,740	67,005	66,190	63,588	72,172	93,002	588	880,583	880,727	144
Court Master	119,867	34,453	37,214	33,570	45,624	38,353	33,979	36,635	40,226	48,005	122	468,048	558,123	90,075

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending September 30, 2022 (Unadjusted)

	October 2021											Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July	August	September	Encumbrances	Total	Budget	Balance
Dispute Resolution	\$ 62,682	\$ 25,874	\$ 21,914	\$ 20,802	\$ 29,354	\$ 19,392	\$ 20,329	\$ 21,204	\$ 23,992	\$ 30,986	\$ 2,806	\$ 279,335	\$ 288,469	\$ 9,134
Comm. Supervision	1,560	124	6,572	520	520	3,554	520	1,360	940	520	279	16,469	19,408	2,939
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	1,169,607	1,711,571	47,905	15,840,367	16,175,126	334,759
Crime Lab	405,609	93,600	105,963	106,361	148,542	107,565	106,905	109,576	131,296	161,870	24,794	1,502,081	1,693,414	191,333
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	2,550,456	3,398,142	258,846	35,068,803	35,636,488	567,685
Juvenile Probation	378,171	111,263	113,304	111,190	156,123	104,575	103,938	111,306	115,304	162,203	3,161	1,470,538	1,784,885	314,347
Juvenile Detention	505,494	160,662	159,215	168,908	220,372	163,036	164,445	175,706	181,318	240,206	46,548	2,185,910	2,457,441	271,531
Constable Pct. 1	213,294	62,099	65,051	63,260	84,396	59,746	66,029	58,860	58,904	90,419	3,421	825,479	869,982	44,503
Constable Pct. 2	125,619	36,335	36,895	35,825	53,411	108,870	46,244	41,165	37,622	53,183	2,735	577,904	618,066	40,162
Constable Pct. 4	129,699	36,625	37,662	37,067	56,481	39,489	38,874	42,409	40,038	56,605	-	514,949	526,675	11,726
Constable Pct. 6	146,983	43,346	44,169	44,221	64,270	45,770	52,425	43,214	41,442	65,248	3,169	594,257	629,803	35,546
Constable Pct. 7	137,492	40,564	40,710	40,467	60,937	41,960	42,058	41,209	41,393	60,160	1,064	548,014	542,432	(5,582)
Constable Pct. 8	134,150	39,495	39,714	39,114	57,826	44,579	39,273	36,516	69,356	63,832	1,330	565,185	577,969	12,784
County Morgue	110,525	111,909	228,331	13,544	223,586	126,625	100,234	108,945	12,375	188,395	-	1,224,469	1,325,000	100,531
Agriculture Ext.	92,750	30,275	30,364	26,512	39,606	27,766	28,266	27,899	27,384	41,161	1,495	373,478	459,866	86,388
Public Health # 1	307,748	83,383	146,132	100,955	141,108	83,175	88,940	91,186	114,629	131,352	7,139	1,295,747	1,527,160	231,413
Public Health # 2	315,119	94,837	100,163	90,343	123,180	81,369	80,698	85,907	94,950	120,244	2,451	1,189,261	1,419,100	229,839
Nurse Practitioner	86,218	25,753	25,778	26,728	38,545	26,987	26,274	27,313	25,688	51,389	206	360,879	365,532	4,653
Child Welfare	20,673	11,427	9,827	6,542	2,366	4,050	526	8,995	10,323	13,622	-	88,351	120,000	31,649
Env. Control	96,162	23,630	23,809	24,825	37,120	26,290	25,580	28,667	29,883	45,987	179	362,132	461,574	99,442
Ind. Medical Svcs.	291,051	113,853	1,901,367	107,454	130,323	138,115	109,026	105,901	119,094	1,923,081	75,719	5,014,984	5,134,880	119,896
Emergency Mgmt.	60,322	19,185	17,580	17,431	26,004	17,465	17,431	17,435	17,439	26,017	-	236,309	258,932	22,623
Beaumont Maintenance	464,450	178,405	245,565	188,788	226,726	289,001	178,455	183,143	282,508	276,395	185,083	2,698,519	3,239,779	541,260
Port Arthur Maint.	170,583	56,323	61,662	58,369	78,940	70,489	76,890	62,964	134,827	92,429	24,796	888,272	978,485	90,213
Mid-County Maint.	49,343	18,877	20,302	19,926	24,672	18,447	22,460	17,637	20,536	23,197	7,071	242,468	260,234	17,766
Service Center	273,937	93,660	138,999	122,105	128,721	170,236	158,809	141,919	120,864	128,455	51,389	1,529,094	1,577,107	48,013
Veteran Service	86,159	25,488	28,217	25,663	37,632	26,008	25,694	25,887	25,799	38,368	559	345,474	348,165	2,691
Mosquito Control	349,447	90,106	259,772	89,091	141,619	126,933	105,565	169,427	351,025	214,665	137,529	2,035,179	2,397,570	362,391
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	-	-	-	-	-	-	-	-	-	-	-	-	-	-
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	\$ 9,974,721	\$ 15,567,294	\$ 1,984,037	\$ 143,179,922	\$ 150,021,482	\$ 6,841,560

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending September 30, 2022 (Unadjusted)

Issue	Beginning Amount Outstanding	2021-2022 Requirements				2021-2022 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 16,925,000	\$ 3,965,000	\$ 670,450	\$ 2,500	\$ 4,637,950	\$ 3,965,000	\$ 670,450	\$ 1,900	\$ 4,637,350	\$ 12,960,000
2019 Certificates of Obligation	14,370,000	550,000	520,400	2,500	1,072,900	550,000	520,400	1,650	1,072,050	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>\$ 1,190,850</u>	<u>\$ 3,550</u>	<u>\$ 5,709,400</u>	<u>\$ 26,780,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending September 30, 2022 (Unadjusted)

	<u>Fund</u>	<u>Transfers In</u>	<u>Transfers Out</u>
120	General Fund	-	1,931,395 (a)
120	General Fund	-	529,969 (b)
210	Security Fee Fund	530,000 (a)	
225	Juvenile Probation & Detention Fund	71,340 (a)	
241	Sheriff Department Grants	5,702 (b)	-
245	Crime Victim's Clearing	288,213 (b)	-
257	Auto Theft Grant	44,695 (b)	-
282	VAWA Fund	69,040 (b)	-
550	SETEC Fund	1,330,055 (a)	-
865	Marine Division	-	124,605 (b)
876	Sheriff-Spindletop Grant	122,319 (b)	-
884	2020 Port Security Grant	108,165 (b)	-
885	2021 Port Security Grant	16,440 (b)	-
		<u>\$2,585,969</u>	<u>\$2,585,969</u>

(a) Budgeted Transfer

(b) Grant Match

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter - September 30, 2022 (Unadjusted)

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	263.62	\$ 6,798.08
Road & Bridge # 2	431.17	12,325.29
Road & Bridge # 3	317.70	8,759.59
Road & Bridge # 4	72.80	1,930.25
Engineering	1.75	44.36
Tax Assessor/Collector	208.60	5,044.56
Human Resources	-	-
County Auditor	102.82	3,472.15
County Clerk	385.19	8,862.36
County Judge	1.88	52.80
Treasurer	0.01	0.11
Printing	0.55	15.18
Purchasing Department	8.75	206.68
MIS	448.44	14,889.28
Voter Registration	9.77	266.23
Elections Department	218.26	5,446.89
District Clerk	757.43	17,990.85
Criminal District Court	79.51	2,294.47
58th District Court	1.63	46.89
172nd District Court	-	-
252nd District Court	2.37	81.66
317th District Court	0.01	0.13
Justice of Peace Pct. 1 Pl. 1	32.51	893.96
Justice of Peace Pct. 1 Pl. 2	213.25	5,288.62
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	0.01	0.11
Justice of Peace Pct. 6	0.87	20.11
Justice of Peace Pct. 7	50.38	1,408.03
Justice of Peace Pct. 8	3.00	83.85
County Court at Law #2	22.88	639.45
County Court at Law #3	0.01	0.10
Court Master	0.01	0.13
Dispute Resolution Center	134.87	2,908.27
Sheriff's Department	13,837.61	531,989.37
Crime Lab	240.35	9,931.36
Correctional Facility	12,412.51	358,790.22
Juvenile Probation	153.66	3,754.99
Juvenile Detention Home	334.48	6,358.32
Constable Pct. 1	252.75	8,424.80

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter - September 30, 2022 (Unadjusted)

Department	Cumulative Hours	Current Liability
Constable Pct. 2	16.00	\$ 704.55
Constable Pct. 4	158.00	6,951.56
Constable Pct. 6	68.32	2,138.11
Constable Pct. 7	35.04	1,391.46
Constable Pct. 8	24.00	551.63
Public Health No. 1	23.00	404.42
Public Health No. 2	29.57	610.15
Nurse Practitioner	5.12	148.85
Environmental Control	-	-
Indigent Health	6.00	96.00
Emergency Management	63.50	2,092.76
Mosquito Control	634.41	16,826.17
Maintenance - Beaumont	273.34	6,364.13
Maintenance - Port Arthur	125.65	3,322.00
Maintenance- Mid County	79.25	2,021.50
Service Center	28.50	747.20
Veterans' Services Office	0.62	16.57
Airport	1,046.61	23,020.25
Visitors' Center	66.63	1,040.40
Grant A Basic Probation	36.13	843.11
Grant A Mental Health Service	0.01	0.15
Grant A Community Programs	54.25	1,200.84
Grant A Pre and Post Adjudication	4.12	64.47
Misdemeanor Pre-Trial	-	-
Community Supervision	222.90	5,172.06
Community Corrections	17.01	343.22
High Need Program	14.25	335.00
TJPC Grant Contract M	2.00	44.80
Drug Diversion	55.75	1,120.51
Juvenile Probation and Detention	73.13	1,056.18
Mentally Impaired Offender	14.00	311.87
Auto Theft	129.25	4,611.89
Sheriff Mental Health Liaison -Cnty	35.25	1,314.88
Sheriff Mental Health Liaison	241.50	8,112.45
Marine Division	3,354.00	127,900.96
Courthouse Security	430.00	17,081.73
Total	<u>38,368.52</u>	<u>\$ 1,256,981.33</u>
Comp-Time Liability at 9/30/21	37,269.65	\$1,155,338.22

PGM: GMCOMMV2	DATE 10-25-2022	PAGE: 1 84
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
DAWN DONUTS	61.50	500253
CHAPMAN VENDING	188.75	500292
		250.25**
ROAD & BRIDGE PCT.#1		
BEAUMONT TRACTOR COMPANY	1.00	500107
ENTERGY	115.02	500119
VULCAN MATERIALS CO.	16,004.82	500159
KUBOTA TRACTOR CORPORATION	54,021.67	500220
EMERGENCY POWER SERVICE	6,654.70	500235
MUNRO'S UNIFORM SERVICES, LLC	28.10	500304
		76,825.31**
ROAD & BRIDGE PCT.#2		
SPIDLE & SPIDLE	7,214.23	500103
DYNAMIC POWER SYSTEM, INC.	41.09	500111
MID-COUNTY ALTERNATOR	165.00	500129
MUSTANG CAT	454.80	500131
ITTER @ HOME	16.99	500138
S.E. TEXAS BUILDING SERVICE	346.66	500143
BUMPER TO BUMPER	881.96	500194
CENTERPOINT ENERGY RESOURCES CORP	59.12	500196
MARTIN PRODUCT SALES LLC	548.80	500198
GULF COAST	366.76	500276
MUNRO'S UNIFORM SERVICES, LLC	40.00	500304
		10,135.41**
ROAD & BRIDGE PCT. # 3		
SPIDLE & SPIDLE	18,842.10	500103
GULF COAST AUTOMOTIVE, INC.	18.87	500118
ENTERGY	29.79	500119
PHILPOTT MOTORS, INC.	76.07	500133
SOUTHERN TIRE MART, LLC	20.00	500163
HOWARD'S AUTO SUPPLY	1,239.50	500164
CENTERPOINT ENERGY RESOURCES CORP	61.78	500196
SNAP-ON-TOOLS	4,865.00	500209
ATTABOY TERMITE & PEST CONTROL	147.00	500215
A-1 MAIDA FENCE COMPANY	200.00	500250
ALL TERRAIN EQUIPMENT CO	1,225.69	500261
		26,725.80**
ROAD & BRIDGE PCT.#4		
RB EVERETT & COMPANY, INC.	69.30	500112
CASH ADVANCE ACCOUNT	316.25	500124
M&D SUPPLY	538.12	500126
SANITARY SUPPLY, INC.	661.44	500139
NATALIE ROBERTS	22.64	500206
O'REILLY AUTO PARTS	1,305.74	500266
GULF COAST	4,697.84	500276
MUNRO'S UNIFORM SERVICES, LLC	90.78	500304
		7,702.11**
ENGINEERING FUND		
UNITED STATES POSTAL SERVICE	1.44	500174
ODP BUSINESS SOLUTIONS, LLC	10.49	500303
		11.93**
PARKS & RECREATION		
M&D SUPPLY	659.05	500126
SPRINT WASTE SERVICES LP	771.65	500243
		1,430.70**
GENERAL FUND		
JEFFERSON COUNTY CONSTABLE PCT 1	70.00	500200
LINDSAY LAW FIRM, PLLC	15.00	500227
		85.00*
TAX OFFICE		
ACE IMAGEWEAR	41.06	500141

PGM: GMCOMMV2	DATE 10-25-2022		PAGE: 2 85
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	431.47	500174	
ATTABOY TERMITE & PEST CONTROL	48.45	500215	
VECTOR SECURITY	511.56	500259	
			1,032.54*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	5.15	500174	
AUDITOR'S OFFICE			5.15*
UNITED STATES POSTAL SERVICE	10.29	500174	
ODP BUSINESS SOLUTIONS, LLC	151.32	500303	
			161.61*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	295.00	500174	
SIERRA SPRING WATER CO. - BT	109.83	500176	
FUNCTION4	695.72	500301	
			1,100.55*
COUNTY JUDGE			
LINDA F PATTERSON	75.75	500132	
UNITED STATES POSTAL SERVICE	13.47	500174	
ROCKY LAUDERMILK	2,250.00	500185	
KIMBERLY PHELAN, P.C.	500.00	500197	
HARVEY L WARREN III	2,250.00	500221	
HARVEY L WARREN III	1,800.00	500222	
THOMSON REUTERS-WEST	129.50	500239	
CARRIER & ALLISON LAW GROUP PC	500.00	500285	
ODP BUSINESS SOLUTIONS, LLC	370.32	500303	
			7,889.04*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1,303.58	500174	
COUNTY TREASURER			1,303.58*
UNITED STATES POSTAL SERVICE	193.42	500174	
PRINTING DEPARTMENT			193.42*
LINDENMEYR MUNROE	874.75	500286	
BOSWORTH PAPERS	1,190.86	500288	
			2,065.61*
PURCHASING DEPARTMENT			
THE EXAMINER	191.25	500113	
PORT ARTHUR NEWS, INC.	411.32	500134	
UNITED STATES POSTAL SERVICE	8.63	500174	
			611.20*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	500101	
SPINDLETOP MHMR	34,666.91	500125	
TEXAS WORKFORCE COMMISSION	5,715.00	500154	
RAPE & SUICIDE CRISIS OF SET, INC.	11,000.00	500212	
LJA ENGINEERING INC	1,946.75	500236	
FIBERLIGHT LLC	1,998.75	500284	
BOSWORTH PAPERS	10,483.05	500288	
WELLS FARGO BANK, N.A.	265.87	500308	
			54,671.33*
DATA PROCESSING			
DELL MARKETING L.P.	706.16	500110	
CDW COMPUTER CENTERS, INC.	603.78	500165	
VECTOR SECURITY	482.28	500259	
STEEPMEADOW SOLUTIONS, LLC	6,050.40	500298	
ODP BUSINESS SOLUTIONS, LLC	146.19	500303	
			7,988.81*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	434.87	500174	
ELECTIONS DEPARTMENT			434.87*

PGM: GMCOMMV2	DATE 10-25-2022		PAGE: 3 86
NAME	AMOUNT	CHECK NO.	TOTAL
ULINE SHIPPING SUPPLY SPECIALI	252.24	500157	
UNITED STATES POSTAL SERVICE	443.10	500174	
SIERRA SPRING WATER CO. - BT	75.40	500176	
			770.74*
DISTRICT ATTORNEY			
NELL MCCALLUM & ASSOC., INC.	620.50	500128	
TRIANGLE BLUE PRINT CO., INC.	119.00	500156	
UNITED STATES POSTAL SERVICE	240.88	500174	
HILTON GARDEN INN BEAUMONT	431.61	500230	
THOMSON REUTERS-WEST	3,507.33	500239	
ROBERT BALDWIN	575.00	500279	
ODP BUSINESS SOLUTIONS, LLC	259.32	500303	
			5,753.64*
DISTRICT CLERK			
CDW COMPUTER CENTERS, INC.	1,012.66	500165	
UNITED STATES POSTAL SERVICE	375.33	500174	
ODP BUSINESS SOLUTIONS, LLC	127.98	500303	
SPEAK IN GREEN SOLUTIONS LLC	2,800.00	500310	
			4,315.97*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	1,600.00	500102	
WENDELL RADFORD	800.00	500136	
UNITED STATES POSTAL SERVICE	25.29	500174	
JOEL WEBB VAZQUEZ	800.00	500192	
KIMBERLY R. BROUSSARD	3,069.00	500210	
MARVIN LEWIS JR	900.00	500269	
B. E. FRANKLIN LAW FIRM, PLLC	485.20	500307	
			7,679.49*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	120.00	500239	
			120.00*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	12.77	500174	
			12.77*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.47	500174	
LEXIS-NEXIS	88.00	500175	
			89.47*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	8.40	500174	
LEXIS-NEXIS	160.00	500175	
			168.40*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	170.98	500174	
THOMSON REUTERS-WEST	170.00	500239	
			170.98*
279TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	957.75	500124	
NATHAN REYNOLDS, JR.	880.00	500137	
KEVIN PAULA SEKALY PC	1,050.00	500140	
GERMER PLLC	440.00	500166	
UNITED STATES POSTAL SERVICE	15.96	500174	
JOEL WEBB VAZQUEZ	770.00	500192	
TONYA CONNELL TOUPS	110.00	500202	
REALTIME REPORTING SERVICES INC.	3,830.50	500228	
THOMSON REUTERS-WEST	60.00	500239	
MATUSKA LAW FIRM	935.00	500244	
SHELANDER LAW OFFICE	3,220.00	500293	
			12,269.21*
317TH DISTRICT COURT			
JACK LAWRENCE	325.00	500105	
CATHERINE BRUNEY	325.00	500121	
ANITA F. PROVO	350.00	500135	

PGM: GMCOMMV2	DATE 10-25-2022		PAGE: 4 87
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.71	500174	
ALLEN PARKER	150.00	500219	
LINDSAY LAW FIRM, PLLC	300.00	500226	
RYAN DOUGLAS WHITE	1,305.00	500313	2,756.71*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	22.38	500174	
THOMSON REUTERS-WEST	129.50	500239	151.88*
JUSTICE COURT-PCT 1 PL 2			
CASH ADVANCE ACCOUNT	519.25	500124	
UNITED STATES POSTAL SERVICE	20.81	500174	540.06*
JUSTICE COURT-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	700.00	500150	700.00*
JUSTICE COURT-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	315.00	500149	
UNITED STATES POSTAL SERVICE	48.04	500174	
SIERRA SPRING WATER CO. - BT	66.36	500178	
THOMSON REUTERS-WEST	129.50	500239	558.90*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.69	500174	
SIERRA SPRING WATER CO. - BT	107.86	500177	
THOMSON REUTERS-WEST	60.00	500239	170.55*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	1,000.00	500104	
DONALD BOUDREAUX	250.00	500108	
UNITED STATES POSTAL SERVICE	8.92	500174	
LAURIE PEROZZO	500.00	500217	1,758.92*
COUNTY COURT AT LAW NO. 3			
A. MARK FAGGARD	400.00	500114	
EDWARD B. GRIPON, M.D., P.A.	595.00	500117	
UNITED STATES POSTAL SERVICE	3.93	500174	
SIERRA SPRING WATER CO. - BT	27.93	500180	
LANGSTON ADAMS	1,000.00	500186	
JOEL WEBB VAZQUEZ	250.00	500192	
JARED GILTHORPE	250.00	500245	
THE SAMUEL FIRM, PLLC	250.00	500273	
THE WALKER LAW FIRM	300.00	500295	3,076.86*
COURT MASTER			
ODP BUSINESS SOLUTIONS, LLC	154.87	500303	154.87*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	38.85	500146	
UNITED STATES POSTAL SERVICE	2.95	500174	41.80*
SHERIFF'S DEPARTMENT			
FED EX	29.30	500116	
MOORMAN & ASSOCIATES, INC.	1,190.00	500130	
VERIZON WIRELESS	3,457.13	500170	
UNITED STATES POSTAL SERVICE	1,149.24	500174	
BEAUMONT OCCUPATIONAL SERVICE, INC.	244.65	500182	
RITA HURT	2,200.00	500234	
GALLS LLC	882.00	500251	
VIGILANT SOLUTIONS LLC	16,770.94	500256	
THE MONOGRAM SHOP	661.00	500258	
BRIGITTE MORSE	124.00	500289	26,708.26*
CRIME LABORATORY			

PGM: GMCOMMV2	DATE 10-25-2022	PAGE: 5 88
NAME	AMOUNT	CHECK NO. TOTAL
SOUTHEAST TEXAS WATER	228.95	500144
CAYMAN CHEMICAL COMPANY	229.00	500223
KING'S MICROSCOPE SERVICE	380.00	500249
AIRGAS USA, LLC	252.38	500268
JAIL - NO. 2		1,090.33*
JOHNSTONE SUPPLY	152.98	500106
BEAUMONT TRACTOR COMPANY	227.69	500107
CASH ADVANCE ACCOUNT	893.25	500124
M&D SUPPLY	337.71	500126
SHERWIN-WILLIAMS	543.48	500142
AT&T	1,408.72	500152
CDW COMPUTER CENTERS, INC.	272.89	500165
LOWE'S HOME CENTERS, INC.	106.27	500184
TEXAS GAS SERVICE	534.96	500187
BAKER DISTRIBUTING COMPANY	134.57	500190
NORTH SHORE SUPPLY COMPANY	45.00	500191
INTERCONTINENTAL JET CORP	4,704.34	500195
WORLD FUEL SERVICES	5,334.65	500218
A1 FILTER SERVICE COMPANY	765.20	500232
ADVANCE AUTO PARTS	155.08	500238
GALLS LLC	221.43	500251
CORRHEALTH PLLC	37,512.19	500264
TRINITY SERVICES GROUP INC	30,697.47	500275
LIBERTY GOLF CARS	6,200.00	500290
JUVENILE PROBATION DEPT.		90,247.88*
FED EX	56.28	500115
CASH ADVANCE ACCOUNT	720.40	500124
UNITED STATES POSTAL SERVICE	16.68	500174
NISHA AMIN	830.00	500204
ODP BUSINESS SOLUTIONS, LLC	20.70	500303
JUVENILE DETENTION HOME		1,644.06*
S.E. TEXAS BUILDING SERVICE	2,600.00	500143
HANDLE WITH CARE BEHAVIOR	475.00	500181
CENTERPOINT ENERGY RESOURCES CORP	291.77	500196
ATTABOY TERMITE & PEST CONTROL	77.10	500215
AMERICAN RED CROSS	35.00	500248
FLOWERS BAKING COMPANY OF HOUSTON	21.84	500305
CONSTABLE PCT 1		3,500.71*
UNITED STATES POSTAL SERVICE	48.82	500174
CONSTABLE-PCT 2		48.82*
CASH ADVANCE ACCOUNT	350.00	500124
CDW COMPUTER CENTERS, INC.	355.50	500165
CONSTABLE-PCT 4		705.50*
TEXAS STATE UNIVERSITY SAN MARS	315.00	500151
CONSTABLE-PCT 6		315.00*
TEXAS STATE UNIVERSITY SAN MARS	1,575.00	500147
CDW COMPUTER CENTERS, INC.	118.50	500165
UNITED STATES POSTAL SERVICE	4.91	500174
CONSTABLE PCT. 7		1,698.41*
TEXAS STATE UNIVERSITY SAN MARS	630.00	500148
CDW COMPUTER CENTERS, INC.	474.00	500165
CONSTABLE PCT. 8		1,104.00*
GALLS LLC	604.83	500251
TND WORKWEAR CO LLC	310.60	500257
LAWMANS UNIFORM AND EQUIPMENT CO	140.98	500311
COUNTY MORGUE		1,056.41*

PGM: GMCOMMV2	DATE 10-25-2022	PAGE: 6 89
NAME	AMOUNT	CHECK NO. TOTAL
SALAM INTERNATIONAL, INC	2,713.93	500168
PROCTOR'S MORTUARY INC	13,200.00	500224
FORENSIC MEDICAL	118,800.00	500271
		134,713.93*
AGRICULTURE EXTENSION SVC		
HALLEE M SEWELL	160.01	500297
AMAZON.COM SERVICES LLC	157.78	500309
		317.79*
HEALTH AND WELFARE NO. 1		
TEXAS MEDICAL ASSOCIATION, INC.	386.50	500155
CLAYBAR HAVEN OF REST	2,480.00	500172
UNITED STATES POSTAL SERVICE	44.16	500174
EZEA D EDE MD	3,490.91	500283
		6,401.57*
HEALTH AND WELFARE NO. 2		
TEXAS MEDICAL ASSOCIATION, INC.	386.50	500155
VICKIE MCINTYRE	113.00	500162
TOCCARA JOHNSON	113.00	500265
EZEA D EDE MD	3,490.91	500283
		4,103.41*
NURSE PRACTITIONER		
LESLIE RIGGS	119.35	500246
SOPHIA LEBLANC	33.13	500278
SERVET MUHITTIN SATIR	1,000.00	500291
		1,152.48*
CHILD WELFARE UNIT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	155.00	500182
J.C. PENNEY'S	100.00	500183
ROSS DRESS FOR LESS, INC.	4,257.94	500199
		4,512.94*
ENVIRONMENTAL CONTROL		
ODP BUSINESS SOLUTIONS, LLC	45.36	500303
		45.36*
INDIGENT MEDICAL SERVICES		
CARDINAL HEALTH 110 INC	28,456.60	500240
		28,456.60*
EMERGENCY MANAGEMENT		
VERIZON WIRELESS	150.00	500171
		150.00*
MAINTENANCE-BEAUMONT		
MARK'S PLUMBING PARTS	46.00	500100
JOHNSTONE SUPPLY	32.13	500106
M&D SUPPLY	21.00	500126
RITTER @ HOME	95.94	500138
ACE IMAGEWEAR	218.02	500141
TEXAS FIRE & COMMUNICATIONS	105.00	500169
SHERWIN-WILLIAMS	282.69	500214
ATTABOY TERMITE & PEST CONTROL	184.40	500215
FRED MILLER'S OUTDOOR EQUIPMENT LLC	78.85	500247
AT&T CORP	5,394.17	500287
		6,458.20*
MAINTENANCE-PORT ARTHUR		
S.E. TEXAS BUILDING SERVICE	8,774.98	500143
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	105.00	500211
ALL TERRAIN EQUIPMENT CO	59.00	500261
SUMMIT FIRE & SECURITY	351.00	500294
PARKER'S BUILDING SUPPLY	134.96	500306
		9,424.94*
MAINTENANCE-MID COUNTY		
RITTER @ HOME	17.99	500138
ACE IMAGEWEAR	135.08	500141
S.E. TEXAS BUILDING SERVICE	4,341.67	500143

PGM: GMCOMMV2	DATE 10-25-2022	PAGE: 7 90
NAME	AMOUNT	CHECK NO. TOTAL
BUBBA'S AIR CONDITIONING	800.00	500161
CENTERPOINT ENERGY RESOURCES CORP	99.50	500196
A1 FILTER SERVICE COMPANY	99.50	500232
SERVICE CENTER		5,493.74*
TATE & CO., INC.	4,647.40	500153
VOYAGER FLEET SYSTEM, INC.	25,724.44	500188
ARROW-MAGNOLIA INTERNATIONAL INC	207.87	500213
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	500252
		30,587.21*
MOSQUITO CONTROL FUND		478,741.48**
UNITED PARCEL SERVICE	20.84	500158
CENTERPOINT ENERGY RESOURCES CORP	41.73	500196
VACUUM CITY & UNIQUE GIFTS	109.90	500263
PARKER'S BUILDING SUPPLY	39.98	500306
FEMA EMERGENCY		212.45**
MARTIN PRODUCT SALES LLC	55,832.04	500198
LATERAL ROADS- PRECINCT 4		55,832.04**
GULF COAST	420.43	500276
J.C. FAMILY TREATMENT		420.43**
PATRICIA VELASCO	50.00	500254
MARY BEVIL	2,299.50	500282
LAW LIBRARY FUND		2,349.50**
THOMSON REUTERS-WEST	2,931.46	500239
EMPG GRANT		2,931.46**
SOUTHEAST TEXAS WATER	9.95	500145
VERIZON WIRELESS	230.52	500171
JUVENILE PROB & DET. FUND		240.47**
JEFFERSON CTY. DISTRICT CLERK	600.00	500123
GRANT A STATE AID		600.00**
TCSI, LLC	12,942.50	500280
COMMUNITY SUPERVISION FND		12,942.50**
TEXAS WORKFORCE COMMISSION	8,536.03	500154
UNITED STATES POSTAL SERVICE	102.13	500174
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	500203
JCCSC	375.00	500225
LAW OFFICER TRAINING GRT		15,978.16**
VIRTUAL ACADEMY	6,975.00	500296
COUNTY CLERK - RECORD MGT		6,975.00**
LINDSAY LAW FIRM, PLLC	20.00	500227
KOFILE TECHNOLOGIES INC	3,944.16	500233
TYLER TECHNOLOGIES INC	200,748.56	500277
CONST. PCT. 2 EDUCATION		204,712.72**
CASH ADVANCE ACCOUNT	884.25	500124
DEPT STATE HEALTH GRANT		884.25**
IMELDA TRISTAN	4,300.00	500299

PGM: GMCOMMV2	DATE 10-25-2022	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
MARCUS LAMBERT	4,300.00	500300 8,600.00**
HOTEL OCCUPANCY TAX FUND		
M&D SUPPLY	19.98	500126
TEXAS WORKFORCE COMMISSION	7.92	500154
ULINE SHIPPING SUPPLY SPECIALI	488.18	500157
UNITED STATES POSTAL SERVICE	11.47	500174
FORD PARK	23,000.00	500189
ALLIANCE MECHANICAL SERVICES	360.24	500193
TOP DOG SOFTBALL CLUB	500.00	500207
TOP DOG SOFTBALL CLUB	500.00	500208
ATTABOY TERMITE & PEST CONTROL	65.00	500215
LANDSCAPER'S WHOLESALE MARKET	128.24	500229
CINTAS CORPORATION	90.44	500255
COTTON CARGO	420.00	500274
AT&T CORP	265.00	500287
MUNRO'S UNIFORM SERVICES, LLC	171.44	500304
NECHES RIVER FESTIVAL INC	4,152.00	500312 30,164.07**
COASTAL RESTORATION PRJCT		
TIM RICHARDSON	9,000.00	500241 9,000.00**
AIRPORT FUND		
SPIDLE & SPIDLE	2,342.04	500103
CURETON & SON	85.60	500109
HALLENBECK RADIATOR SERVICE	425.00	500120
S.E. TEXAS BUILDING SERVICE	4,246.66	500143
WHITE TUCKER COMPANY INC	659.30	500160
LOWE'S HOME CENTERS, INC.	117.06	500184
CENTERPOINT ENERGY RESOURCES CORP	170.38	500196
RURAL ELECTRIC INC	26,538.98	500216
COUNTY HOME AND RANCH LP	150.01	500231
SOUTHEAST TEXAS PARTS AND EQUIPMENT	67.22	500242
M&R FLEET SERVICES, INC.	11.74	500267
TITAN AVIATION FUELS	87,444.49	500270
CHARTER COMMUNICATIONS	115.59	500302 122,374.07**
SE TX EMP. BENEFIT POOL		
EXPRESS SCRIPTS INC	106,674.30	500262
NEUROMUSCULAR CORPORATE SOLUTIONS	18,075.00	500272 124,749.30**
SHERIFF'S FORFEITURE FUND		
VIGILANT SOLUTIONS LLC	5,069.06	500256 5,069.06**
STATE CCC - CIVIL		
LINDSAY LAW FIRM, PLLC	45.00	500227 45.00**
GUARDIANSHIP FEE		
JOSHUA C HEINZ	200.00	500237 200.00**
APPELLATE JUDICIAL SYSTEM		
9TH COURT OF APPEALS	2,651.48	500205 2,651.48**
MARINE DIVISION		
JACK BROOKS REGIONAL AIRPORT	860.86	500122
BITTER @ HOME	50.97	500138
ADVANCED SYSTEMS & ALARM SERVICES,	120.00	500167
VERIZON WIRELESS	227.94	500170
SIERRA SPRING WATER CO. - BT	216.84	500179
THE DINGO GROUP-PETE JORGENSEN MARI	439.50	500201
ATTABOY TERMITE & PEST CONTROL	62.67	500215
VECTOR SECURITY	44.95	500260
BOEING DISTRIBUTION, INC	525.10	500281 2,548.83**
SHERIFF - COMMISSARY		
MAVERICK COMMUNICATIONS, INC.	4,640.00	500127 4,640.00**
		1,215,943.78***

3RD AMENDMENT TO LEASE AGREEMENT

This third rental agreement amendment (the "Third Amendment"), is made and entered into this 25th day of October, 2022, by and between Jefferson County, ("Lessor") and KUSA Aviation, LLC. ("Lessee").

RECITALS

Whereas on October 29th, 2019, Lessor and Lessee entered into a certain Hangar/Office Lease Agreement (the "Lease Agreement"), whereby Lessee leased hangar and storage space from Lessor;

Whereas on June 2nd, 2020, Lessor and Lessee amended the agreement (First Amendment), due to COVID-19 causing unprecedented negative impact and uncertainty for the aviation industry, removed Hangar 7 – Unit 2 from the lease agreement, with an effective date of 05/01/2020;

Whereas on August 10th, 2020, Lessor and Lessee amended the agreement, due to COVID-19 causing unprecedented negative impact and uncertainty for the aviation industry, removed Hangar 7 – Unit 3 from the lease agreement, with an effective date of 08/01/2020;

Whereas in August 2020, Lessee requested and Lessor agreed to remove Hangar 7 – Storage E from the lease agreement, however the request was during the Hurricane Laura recovery and was not officially recorded and is now recognized as removed from the lease agreement with an effective date of 09/01/2020.

Whereas, Lessee desires to add a Hangar 7 – Hangar Unit from the agreement, and;

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

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

RATE

2. **RATE**: For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: **"Hangar 7 – Unit 3 & 4"** containing **13,500** square feet, more or less, of hangar space at a rate of **\$2.52 annually per sqft (\$2,835.00/month \$34,020.00/year)**. New rate to be effective November 1, 2022.

LESSOR: Jefferson County - Jack Brooks Regional Airport

By: 
Jeff Branick – Jefferson County Judge

ATTEST 

DATE 10-25-2022

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

LESSEE: Stone Oak Management

By: _____
Kyle Knuppel – CEO KUSA Aviation, LLC



ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

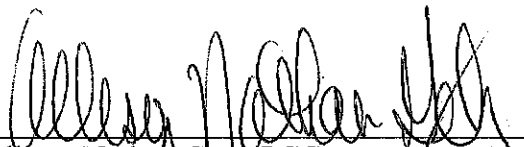


TERRY WUENSCHERL
CHIEF DEPUTY

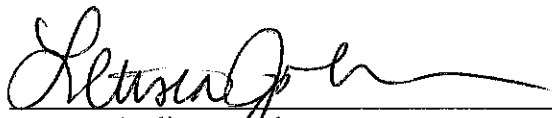
Tax Refund Determination

Taxpayer name: BEAUMONT HOTEL, LLC
Address: 2030 Avalon Parkway, Suite 200, McDonough, GA 30253
Account Number: 035650-000/000500-00000
Amount of Refund: \$7,536.53

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


Allison Nathan Getz, PCC
Tax Assessor-Collector
Jefferson County

10/13/22
Date


County Auditor employee

10/20/22
Date

Tax Refund Determination -- 8/5/19

10/12/2022 11:36:10
TN536 SELECTION SEQUENCE 4109784
HELD OVERPAYMENT REFUNDS
REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
REFUNDS SELECTED REPORT
FROM: 09/28/2022 TO: 10/12/2022

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER	UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
035650-000/000500-00000						56367		M0928202214A	20220928				
					2022 8001 BEAUMONT HOTEL LLC		TL	1	09/28/2022	50959352	PA	7,536.53	
					CHECK PAYEE:BEAUMONT HOTEL LLC		J B LANGHAM EST L6A B-1 TO 31	3.22	CHECK TOTAL:			7,536.53	
					2030 AVALON PARKWAY, SUITE 200								
					MCDONOUGH GA30253								

FIDO # : 30537604

TOTAL AMOUNT DUE FOR ACCOUNT 114,690.20

TOTAL ALL ACCOUNTS 7,536.53

COUNT OF REFUND CHECKS 1

DUPLICATE TAX RECEIPT

95



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

BEAUMONT HOTEL LLC
% VIJAY PATEL
2030 AVALON PARKWAY
SUITE 200
MCDONOUGH, GA 30253

Legal Description:

J B LANGHAM EST L6A B-1 TO 31 3.2206AC

Parcel Address: 2155 11TH N ST
Legal Acres: 3.2206

Deposit No: M0928202214A
Validation No: 900000063675096
Account No: **035650-000/000500-00000**
Operator Code: DONNAS

Remit Seq No: 50959352
Receipt Date: 09/28/2022
Deposit Date: 09/28/2022
Print Date: 10/12/2022
NO.: 56367

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2022	Overpay	0	0.000000	0.00	0.00	0.00	7,536.53
				\$0.00	\$0.00	\$0.00	\$7,536.53

Check Number(s):
5715

PAYMENT TYPE: PARTIAL PAYMENT

Checks: \$7,536.53

Exemptions on this property:

Total Applied: \$7,536.53

Change Paid: \$0.00

REMAINING BALANCE

Please contact our office at (409) 835-8516 as penalty and interest continue to accrue on a monthly basis.

PAYER:
BEAUMONT HOTEL LLC
2030 AVALON PARKWAY, SUITE 200
MCDONOUGH, GA 30253

DUPLICATE TAX RECEIPT

96



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

**BEAUMONT HOTEL LLC
% VIJAY PATEL
2030 AVALON PARKWAY
SUITE 200
MCDONOUGH, GA 30253**

Legal Description:

JB LANGHAM EST L6A B-1 TO 31 3.2206AC

Parcel Address: 2155 11TH N ST
Legal Acres: 3.2206

Deposit No: M0928202214A
Validation No: 900000063675096
Account No: **035650-000/000500-00000**
Operator Code: DONNAS

Remit Seq No: 50959352
Receipt Date: 09/28/2022
Deposit Date: 09/28/2022
Print Date: 09/29/2022

NO.: 56367

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2021	Jefferson County	3,377,098	0.363184	3,064.89	0.00	0.00	3,064.89
2021	Beaumont Isd	3,377,098	1.161510	9,801.91	0.00	0.00	9,801.91
2021	City Of Beaumont	3,377,098	0.705000	5,949.46	0.00	0.00	5,949.46
2021	Port Of Beaumont	3,377,098	0.109000	919.83	0.00	0.00	919.83
2021	Drainage District #6	3,377,098	0.214244	1,807.99	0.00	0.00	1,807.99
2021	Sabine-Neches Nav. Dist.	3,377,098	0.092067	776.98	0.00	0.00	776.98
				\$22,321.06	\$0.00	\$0.00	\$22,321.06

Check Number(s):
5715

PAYMENT TYPE: PARTIAL PAYMENT

Checks: \$22,321.06

Exemptions on this property:

Total Applied: \$22,321.06

Change Paid: \$0.00

REMAINING BALANCE

Please contact our office at (409) 835-8516 as penalty and interest continue to accrue on a monthly basis.

PAYER:
**BEAUMONT HOTEL LLC
2030 AVALON PARKWAY, SUITE 200
MCDONOUGH, GA 30253**

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

BEAUMONT HOTEL LLC

035650/000500

BANK OF AMERICA, N.A.

5715

DATE Sep 27, 2022

MEMO _____

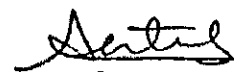
PAY TO THE
ORDER OF JEFFERSON COUNTY TAX ASSESSOR-COLLECTORTwenty Nine Thousand Eight Hundred Fifty Seven and 59/100*****

DOLLARS

\$

**29,857.59

Void After 90 Days

JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
ALLISON NATHAN GETZ, JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
BEAUMONT, TX 77704

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW



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

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

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

October 18th, 2022

Judge Jeff R. Branick
County Commissioners
Jefferson County
Beaumont, TX 77701

Dear Judge and Commissioners:

Wells Fargo Bank, N.A. is requesting release of the excess collateral pledged to the funds of Jefferson County through the Bank of New York-Mellon Trust Company.

Please consider for approval this release at your next Commissioner's Court meeting.

Sincerely,

Charlie Hallmark CIO

FOR COMMISSIONERS COURT AGENDA OCTOBER 25th, 2022

Agenda should read:

Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. through the Bank of New York- Mellon, for the funds of Jefferson County.

Middle Market BMO
Public Funds Collateral Management Team
333 Market St 29th Floor
MAC A0119-291
San Francisco, CA 94105 - 2100
publicfundscollateral@wellsfargo.com



October 13, 2022

Jefferson County
Attn: Charlie Hallmark

Tel #: 409-835-8510
Fax #: 409-839-2347
E-Mail: challmark@co.jefferson.tx.us

Subject: Request to Release Excess Collateral

Respond By: 10/15/2022

Pledgee: PL-0001219

Custodian: Bank of New York Mellon

Custodian #: WUB563

Wells Fargo Bank, N.A. currently holds pledged collateral in the name of your organization to cover deposits in excess of FDIC insurance limits. As of January, 1, 2013, the FDIC insures the deposits of governmental accounts a per Official Custodian basis as follows:

The aggregate balances in demand deposit accounts are insured up to \$250,000 per Official Custodian; and the aggregate balances in time and savings accounts are insured up to \$250,000 per Official Custodian.

Wells Fargo Bank, N.A. collateralizes balances in accordance with all applicable state and federal laws. The balances in your public fund account(s) and collateral levels are monitored daily. A recent analysis of your account and pledged collateral presented the following:

Total deposits net FDIC as of: 10/12/2022

(Total deposits less applicable FDIC insurance x 100%) **\$0.00**

Total Market Value of Collateral held as of: 10/12/2022 **\$762,456.67**

Excess Collateral: **\$762,456.67**

We are requesting your approval to release collateral to meet your current collateral needs. Please sign below and return as soon as possible. The signed release form should be faxed to my attention at **1-866-686-5441**.

If you should have any questions, or if further information is needed to satisfy this request, please call our toll free number 1-877-479-6603. We sincerely appreciate the opportunity to provide you the highest quality service for your business needs.

Sincerely,

Sheila Lynch - Vice President

Public Funds Collateral Management Team

I hereby authorize Wells Fargo Bank, N.A. to reduce the level of securities pledged to our public deposit account(s).

(Customer) Authorized Signature

Print Name

Date



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

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

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

October 18th, 2022

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

Gentlemen:

Consider and approve wire for \$66.00 to cover Safekeeping Fees from Wells Fargo Securities for the month of September, 2022.

Sincerely,

A handwritten signature in blue ink that reads "Charlie Hallmark". The signature is fluid and cursive, with the first name "Charlie" and last name "Hallmark" clearly distinguishable.

Charlie Hallmark, CIO



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

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

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

October 18, 2022

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

Gentlemen:

Enclosed is the Investment Schedule as of September 30th, 2022, including interest earnings.

The 90 day Treasury discount rate on September 30th, 2022 was 3.22% and the interest on your checking accounts for the month of September was 2.62%

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

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

This should be on the agenda for October 25th, 2022, to be received and filed.

Sincerely,

Charlie Hallmark CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for September, 2022, including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END SEPTEMBER 30, 2022 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price
INVESTMENTS													
TEXAS CLASS													
CDs and Securities													
FHLMC 3.375%	16-Aug-22	\$5,000,000.00	\$5,000,000.00	100	3.375%	26-Feb-24	16-Nov-22	504	549	3134GXM60	WELLS SECURITIES	\$4,940,918.40	\$98.8184
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3.875%	30-Dec-24	30-Sep-22	822	914	3130ASGS2	WELLS SECURITIES	\$2,943,227.28	\$98.1076
FHLB 3.00%	23-May-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	23-Feb-24	23-Aug-22	511	641	3130ARYU9	WELLS SECURITIES	\$2,938,165.26	\$97.9388
FHLB 2.25%	26-May-22	\$3,000,000.00	\$3,000,000.00	100	2.250%	26-May-23	26-Aug-22	238	365	3130AS2B4	WELLS SECURITIES	\$2,957,749.74	\$98.5917
FHLB 3.00%	28-Jul-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	28-Apr-23	28-Oct-22	210	274	3130ASNH8	WELLS SECURITIES	\$2,977,133.52	\$99.2378
FHLMC 4.00%	13-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	13-Sep-24	13-Dec-22	714	731	3134GXT61	WELLS SECURITIES	\$4,966,094.35	\$99.3219
FHLB 4.00%	23-Sep-22	\$4,000,000.00	\$4,000,000.00	100	4.000%	23-Sep-24	23-Mar-23	724	731	3130AT4M6	WELLS SECURITIES	\$3,993,375.92	\$99.8344
FHLB 4.00%	28-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	28-Mar-24	28-Oct-22	545	547	3130AT6U6	WELLS SECURITIES	\$4,999,368.65	\$99.9874
INVESTMENT ACCTS													
CDs and Securities		\$0.00	\$0.00		WEIGHTED AVG. YLD							TOTAL MARKET VALUE	
TOTALS ALL ACCTS:		\$31,000,000.00	\$31,000,000.00		3.524%				550	DAYS		\$30,716,033.12	
PLEDGE COLLATERAL REPORT WELLS FARGO													
ALL COUNTY FUNDS													
AS OF SEPTEMBER 30, 2022													
COMPLIANCE STATEMENT													
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act													
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.													
<i>Charles Hultmark, Jefferson County Investment Officer</i>													
<i>Charles Hultmark</i>													
MARKET VALUE OF PLEDGE SECURITIES													
BALANCE IN ALL ACCOUNTS:			\$250,000,000.00										
OVER OR (UNDER) AMOUNT:			\$148,652,954.92										
			\$101,347,045.08										
			168.18%										
SEPTEMBER 2022, JEFFERSON COUNTY INVESTMENT MATURITIES													
MATURED SECURITIES AND INTEREST EARNED													
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS		
INVESTMENTS													
TEXAS CLASS													
CHECKING INTEREST													
POOLED CASH ACCT		SEPTEMBER INTEREST			2.620%			30	1004221717	ALLEGANCE BANK	\$269,253.65		
OTHER COUNTY ACCTS		SEPTEMBER INTEREST			2.620%			30		ALLEGANCE BANK	\$13,642.95		
TAX LICENSE ACCT		SEPTEMBER INTEREST			2.620%			30	1004224083	ALLEGANCE BANK	\$1,612.12		
TOTAL		\$0.00	\$0.00								\$284,508.72	\$284,508.72	

FISCAL YEAR 2021-2022

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	0.050%	\$17,244.34	0.160%	\$0.00	0.000%
NOVEMBER	0.050%	\$19,028.99	0.160%	\$0.00	0.000%
DECEMBER	0.060%	\$20,377.61	0.160%	\$0.00	0.000%
JANUARY	0.240%	\$18,320.98	0.300%	\$0.00	0.000%
FEBRUARY	0.380%	\$43,859.67	0.300%	\$0.00	0.000%
MARCH	0.520%	\$44,351.84	0.300%	\$0.00	0.000%
APRIL	0.840%	\$41,448.66	0.300%	\$0.00	0.000%
MAY	1.130%	\$78,531.72	0.580%	\$0.00	0.000%
JUNE	1.660%	\$108,828.64	0.880%	\$0.00	0.000%
JULY	2.340%	\$189,444.00	1.410%	\$0.00	0.000%
AUGUST	2.870%	\$293,914.24	2.090%	\$0.00	0.000%
SEPTEMBER	3.220%	\$284,508.72	2.620%	\$0.00	0.000%
ANNUAL TOTALS		\$1,159,859.41		\$0.00	\$1,159,859.41



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

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

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

October 19th, 2022

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

Gentlemen:

Consider and approve Quarterly Report/wire for State Pooled Fees in the amount of \$582,879.38.

Sincerely,

A handwritten signature in blue ink that reads "Charlie Hallmark". The signature is fluid and cursive, with the first name "Charlie" being more prominent than the last name "Hallmark".

Charlie Hallmark, CIO

Permit Number: 06-P-22
 Precinct Number: 1 & 4
 Bond Number: 019083965

APPLICATION FOR PIPE LINE PERMIT

Date: 7/9/22

HONORABLE COMMISSIONERS' COURT
 JEFFERSON COUNTY
 BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

MOBIL PIPE LINE COMPANY (Company)

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

Number of drawings attached 10
 Construction will begin on or after October 20 22

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 10/24/22 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>10</u>	Road crossing @\$100.00	\$ <u>1,000.00</u>
	Miles parallel @\$150.00/mile or fraction	\$ <u> </u>
TOTAL		\$ <u>1,000.00</u>

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

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

Mobil Pipe Line Company
 Company Name Kelli McMahon
 Kelli McMahon, Agent and Attorney-in-Fact
 Company Representative Name Title 7/14/22

22777 Springwoods Village Parkway, Spring, TX 77389
 Address
832-624-7936
 Phone Number

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 50,000.00 —


County Engineer

10/17/22
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is **ORDERED** that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 50,000.00 . Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge



BOND TO GUARANTEE SATISFACTORY COMPLETION
OF INSTALLATIONS ON ROAD RIGHT OF WAY

107

Bond No. 019083965

KNOW ALL MEN BY THESE PRESENTS:

That we, MOBIL PIPE LINE COMPANY,
Principal, and Liberty Mutual Insurance Company,
as Surety, are held and firmly bound unto JEFFERSON COUNTY, ENGINEERING DEPARTMENT
, Oblige, in the amount of Fifty Thousand and No/100 ----- (\$50,000.00)
----- DOLLARS.

WHEREAS, the said Principal contemplates cutting streets, roads and/or alleys within the jurisdiction of said Oblige, and that has been issued a permit by said Oblige for this purpose.

NOW, the condition of this bond is such that if the Principal shall fail to comply with the provisions of said permit issued by the Oblige for installations on and restoration of said Right of Way, the Principal shall pay to said Oblige all costs of replacing said Right of Way in as good a condition as it was before being disturbed. If the provisions of said permit are promptly fulfilled by said Principal, then this obligation shall be null and void.

It is mutually agreed between all parties hereto that if the Surety shall so elect, this bond may be canceled by giving thirty days notice in writing to Oblige, and this bond shall be deemed canceled at the expiration of said thirty days from date of receipt of such notice, and said Surety remaining liable for all or any fees or penalties covered under this bond, which may have accrued up to the date of such cancellation, under the terms, conditions, and provisions of this bond.

EXECUTED this 19th day of July, 2022.

MOBIL PIPE LINE COMPANY

PRINCIPAL

Kyle McMillan

Liberty Mutual Insurance Company

SURETY

Melissa J. Hinde
Melissa J. Hinde, Attorney-in-Fact



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

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

Certificate No: **8207586-019008**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christine M. Hrusovsky; David A. Johnson; David C. Rosenberg; Denise M. Bruno; Elizabeth P. Cervini; Harry C. Rosenberg; James M. DiSciullo; John E. Rosenberg; Jonathan F. Black; Joyce M. Houghton; Julia R. Burnet; Matthew J. Rosenberg; Melissa J. Hinde; Stephanie S. Helmig

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2022.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 1st day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of July, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets		Liabilities	
Cash and Bank Deposits.....	\$2,234,770,744	Unearned Premiums.....	\$9,106,965,847
*Bonds — U.S Government.....	4,250,615,811	Reserve for Claims and Claims Expense	25,279,158,493
*Other Bonds.....	16,983,165,862	Funds Held Under Reinsurance Treaties.....	315,537,902
*Stocks	20,075,458,019	Reserve for Dividends to Policyholders.....	1,726,291
Real Estate.....	182,250,567	Additional Statutory Reserve	139,634,000
Agents' Balances or Uncollected Premiums.....	7,607,687,836	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	120,173,987	Other Liabilities	8,638,106,801
Other Admitted Assets.....	14,076,622,575	Total	\$43,481,129,334
Total Admitted Assets	<u>\$65,530,745,401</u>	Special Surplus Funds.....	\$178,192,363
		Capital Stock.....	10,000,075
		Paid in Surplus.....	11,804,736,755
		Unassigned Surplus.....	10,056,686,874
		Surplus to Policyholders	22,049,616,067
		Total Liabilities and Surplus.....	<u>\$65,530,745,401</u>



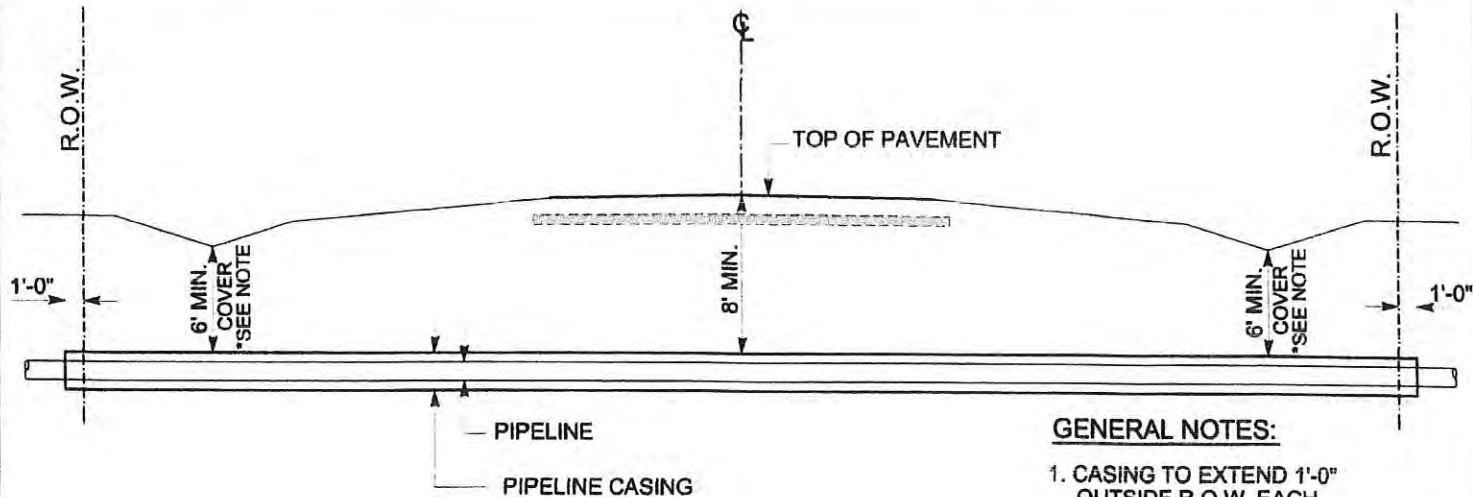
* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T. Mikolajewski

Assistant Secretary

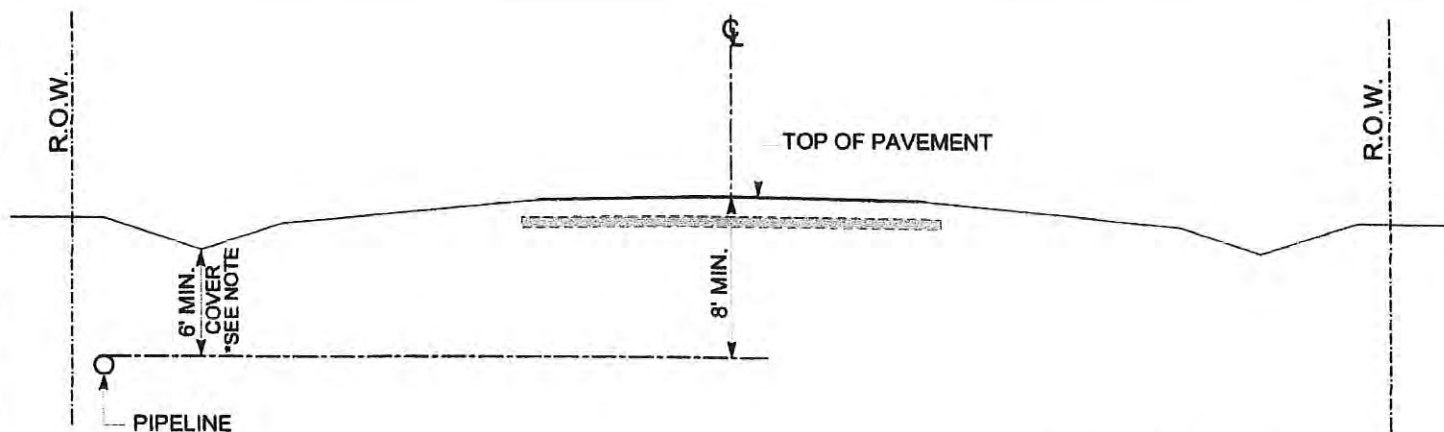


GENERAL NOTES:

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

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

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

2.) STANDARD PARALLEL LINE

N.T.S



JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

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

**Mobil Pipe Line Company
Beaumont Connector Pipeline Project
Jefferson County Pipeline Crossing Permits**

Nolte Road

John Blair League, Abstract No. 4, Jefferson County, Texas

Thompson Road

T.&N.O. R.R. Section 32 (AKA W.H. Aldridge Survey), Abstract No. 834

T.&N.O. R.R. Section 31, Abstract No. 262

McDermard Road

T.&N.O. R.R. Survey, Section 31, Abstract No. 262

T.&N.O. R.R. Survey, Section 30, Abstract No. 885

South China Road

T.&N.O. R.R. Survey Section 28, Abstract No. 870

T.&N.O. R.R. Survey Section 29, Abstract No. 141

Green Pond Gully Road

H.T.&B. Railroad Co. Survey, Section No. 8, Abstract 658

Boyt Road

H.T.&B. Railroad Co. Survey, Section No. 11, Abstract No. 148

Smith Road

H.T.&B. R.R. Co. Survey, Abstract No. 561

H.T.&B. R.R. Co. Survey, Section No. 13, Abstract No. 147

Frint Road

Samuel Stivers Survey, Abstract No. 51; Shelby Corzine Survey, Abstract No. 14

Erie Street

James Rowe Survey, Abstract No. 45; John Veatch Survey, Abstract No. 55

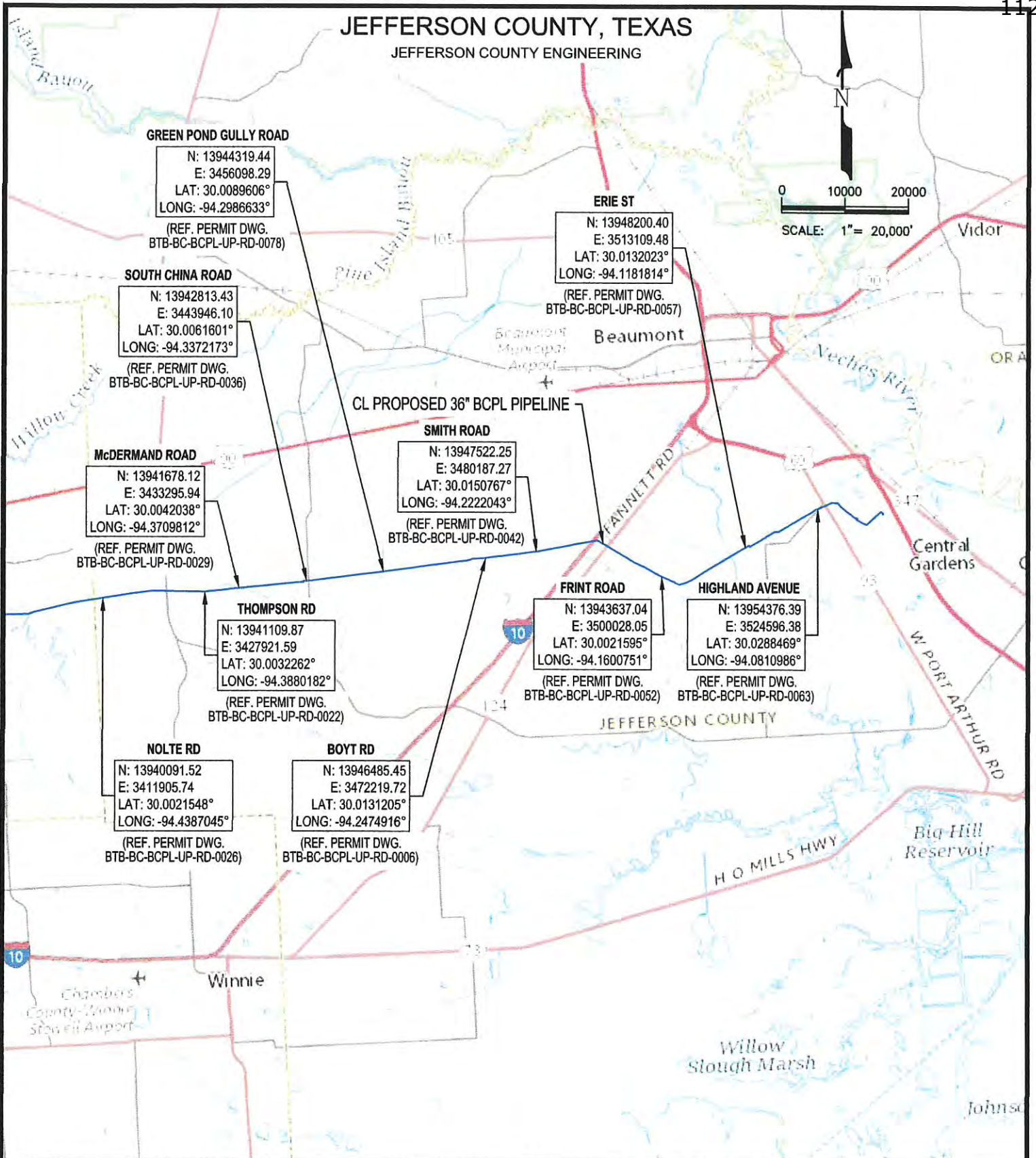
Highland Avenue

John Veatch Survey, Abstract No. 55

Total of 10 crossings @ \$100 per crossing = \$1,000.00

JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY ENGINEERING



DRAWN	LR	DATE	04/06/2022
CHECKED	JCD	DATE	04/06/2022
APP'D	JM	DATE	04/06/2022
SCALE	1"=20,000'	SHEET	1 OF 1
JOB NO.	25298		
0	04/26/2022	ISSUED FOR PERMIT	

Texas Registered Engineering Firm: F-1942

EXXONMOBIL PIPELINE COMPANY

BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)
JEFFERSON COUNTY ENGINEERING
ROAD & DITCH CROSSING VICINITY MAP
PROPOSED 36" BCPL PIPELINE
JEFFERSON COUNTY, TEXAS

DRAWING NO. BTB-BC-BCPL-UP-DK-0011

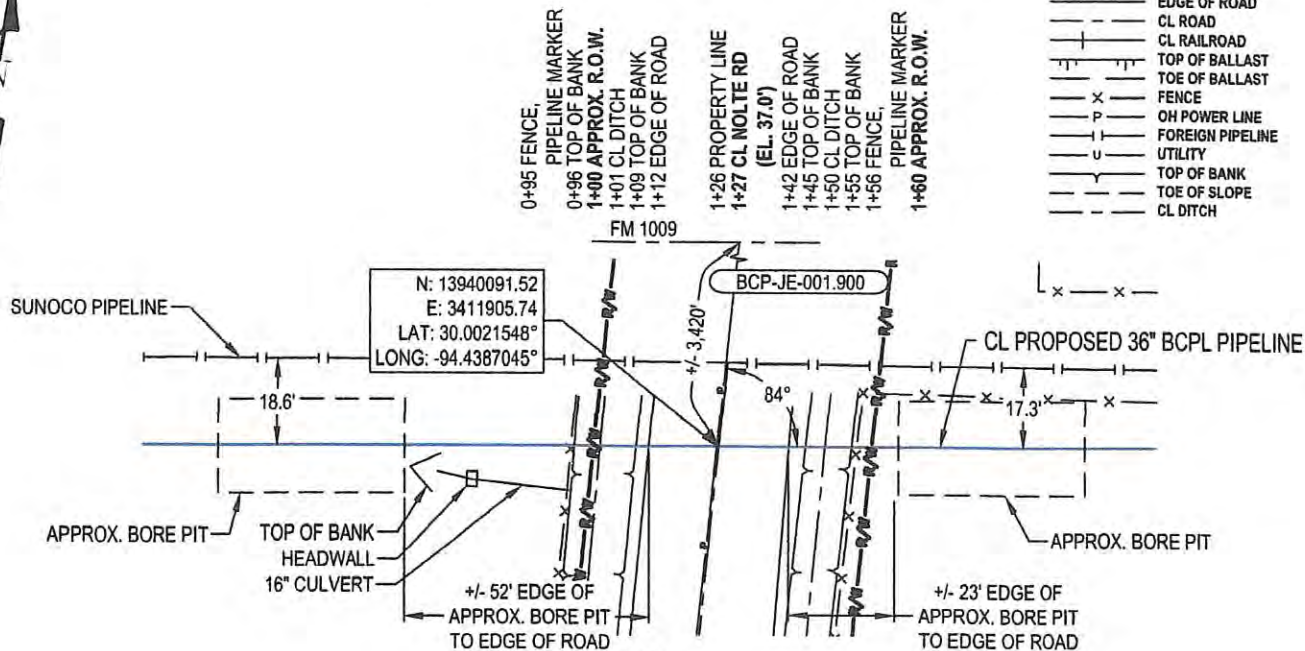
REV. 0

JEFFERSON COUNTY, TEXAS

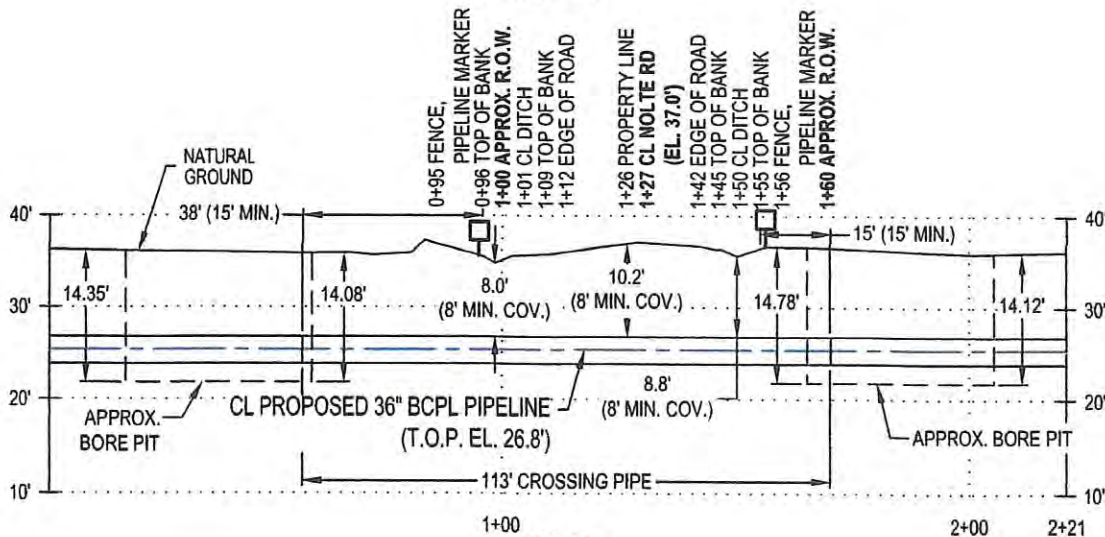
JOHN BLAIR LEAGUE, ABSTRACT NO. 4

LEGEND

- BCPL CL
- RIGHT-OF-WAY
- PROPERTY LINE
- EDGE OF ROAD
- CL ROAD
- CL RAILROAD
- TOP OF BALLAST
- TOE OF BALLAST
- FENCE
- OH POWER LINE
- FOREIGN PIPELINE
- UTILITY
- TOP OF BANK
- TOE OF SLOPE
- CL DITCH



PLAN
HORIZ: 1" = 40'



PROFILE
HORIZ: 1" = 40'
VERT: 1" = 20'

NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD 83, TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FOOT (TX83-SCF).
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION / INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

- PRODUCT: CRUDE OIL
- CROSSING PIPE: 36.00" O.D. X 0.750" W.T., API 5L, X70, SAWL, DRL, 12-16 MILS FBE & 20-24 MILS ARO
- MAXIMUM OPERATING PRESSURE: 1,300 PSIG
- INSTALLATION METHOD: BORE

DRAWN	JMC	DATE	03/10/2022
CHECKED	AS	DATE	03/10/2022
APP'D	AK	DATE	03/10/2022
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25298		
0	04/19/2022	ISSUED FOR PERMIT	

ExxonMobil



UniversalPegasus
INTERNATIONAL

Texas Registered Engineering Firm: 5-1912

BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)

ROAD CROSSING DRAWING
PROPOSED 36" BCPL PIPELINE
NOLTE RD (JEFFERSON COUNTY)
BCP-JE-001.900

DRAWING NO.

BTB-BC-BCPL-UP-RD-0026

REV.

0

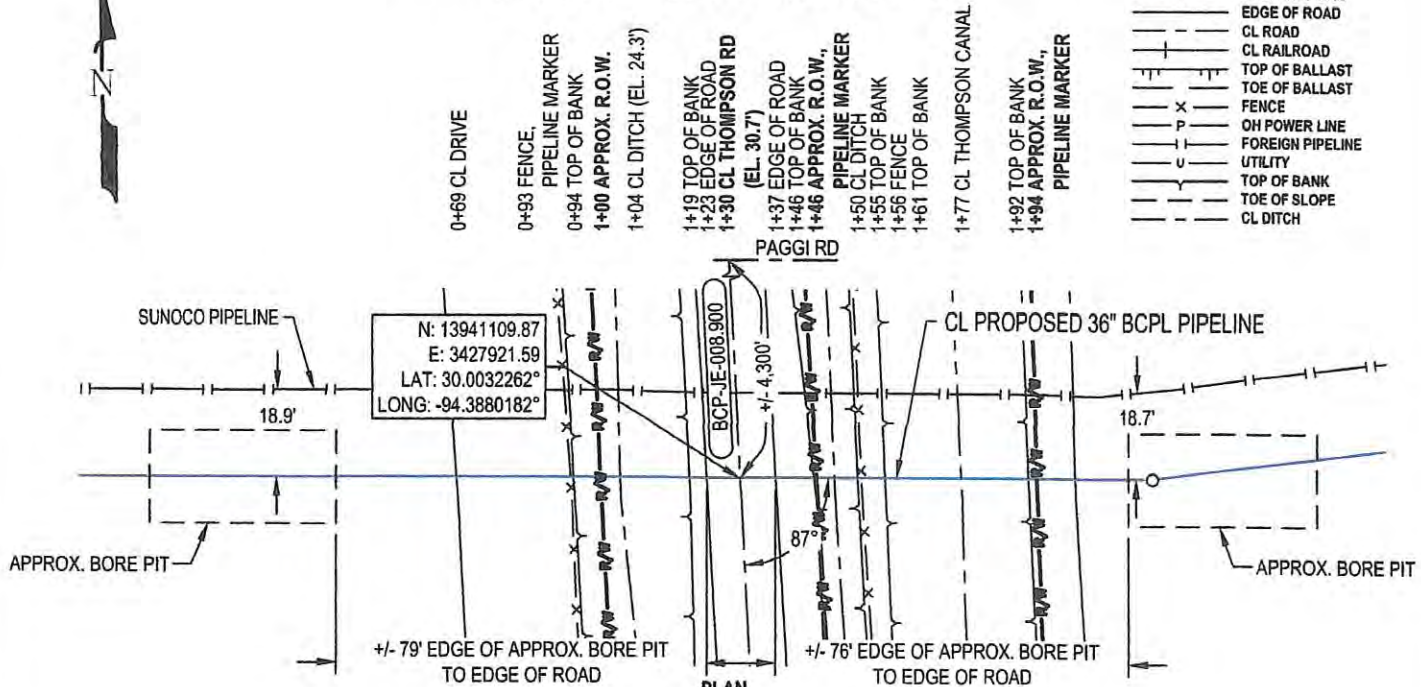


JEFFERSON COUNTY, TEXAS

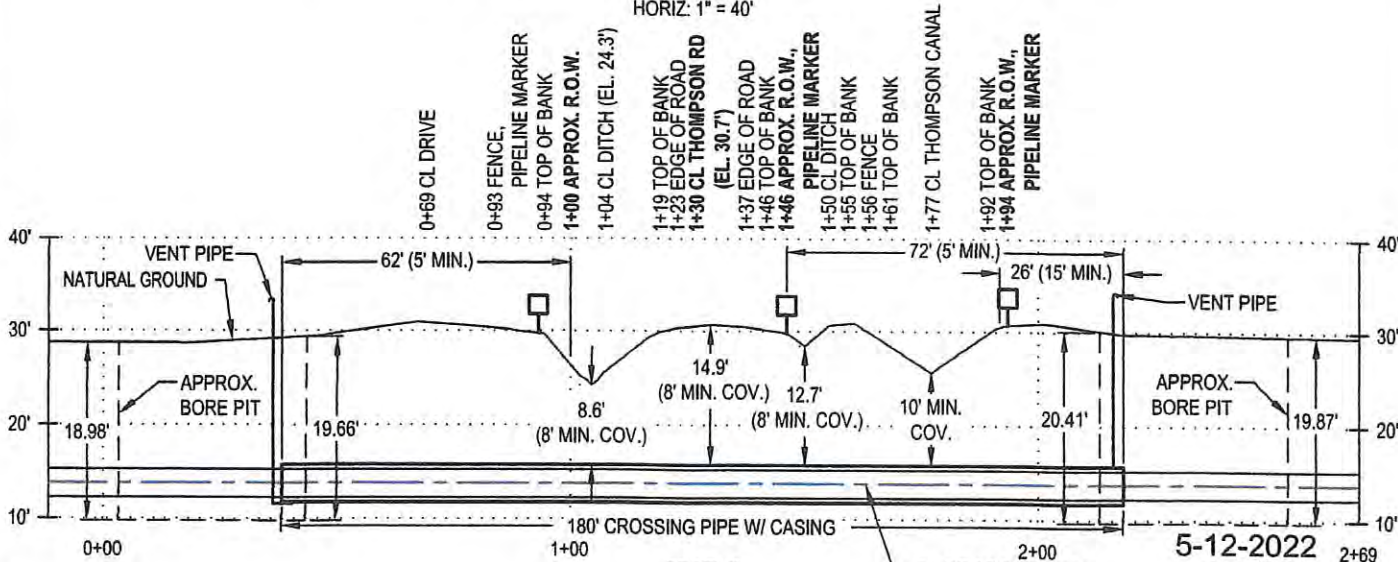
T. & N.O. R.R. SECTION 32 (A.K.A. W.H. ALDRIDGE SURVEY), ABSTRACT 834
T. & N.O. R.R. CO., SECTION 31, ABSTRACT 262

LEGEND

- BCPL CL
- RIGHT-OF-WAY
- PROPERTY LINE
- EDGE OF ROAD
- CL ROAD
- CL RAILROAD
- TOP OF BALLAST
- TOE OF BALLAST
- FENCE
- OH POWER LINE
- FOREIGN PIPELINE
- UTILITY
- TOP OF BANK
- TOE OF SLOPE
- CL DITCH



PLAN
HORIZ: 1" = 40'



PROFILE
HORIZ: 1" = 40'
VERT: 1" = 20'

NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD 83, TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FOOT (TX83-SCF).
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION / INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

- PRODUCT: CRUDE OIL
- CROSSING PIPE: 36.00" O.D. X 0.750" W.T., API 5L, X-70, SAWL, DRL, 12-16 MILS FBE & 20-24 MILS ARO
- CASING PIPE: 48.00" O.D. X 0.625" W.T., API 5L, GRADE B, BARE
- VENT PIPE: 4.50" O.D. X 0.337" W.T., API 5L, GRADE B, FBE COATED AND PAINTED, W/ VULCAN CASING VENTS
- MAXIMUM OPERATING PRESSURE: 1,300 PSIG
- INSTALLATION METHOD: BORE

DRAWN	JMC	DATE	02/14/2022
CHECKED	JGL	DATE	02/14/2022
APP'D	AK	DATE	02/14/2022
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25298		
1	05/12/2022	ISSUED FOR PERMIT	
0	04/08/2022	ISSUED FOR PERMIT	



BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)

ROAD & DITCH CROSSING DRAWING

PROPOSED 36" BCPL PIPELINE

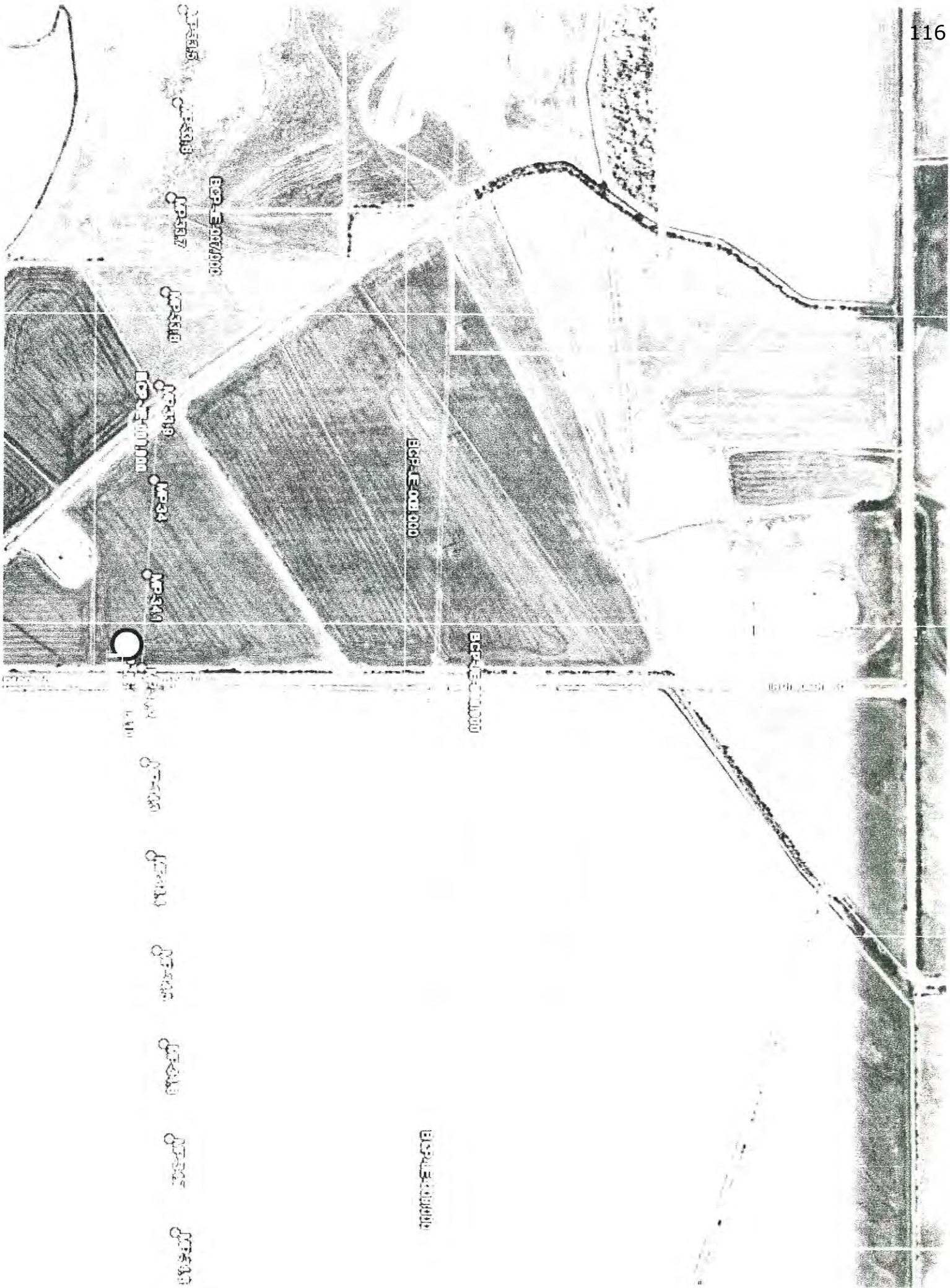
THOMPSON RD (JEFFERSON COUNTY)

BCP-JE-008.900

DRAWING NO.

BTB-BC-BCPL-UP-RD-0022

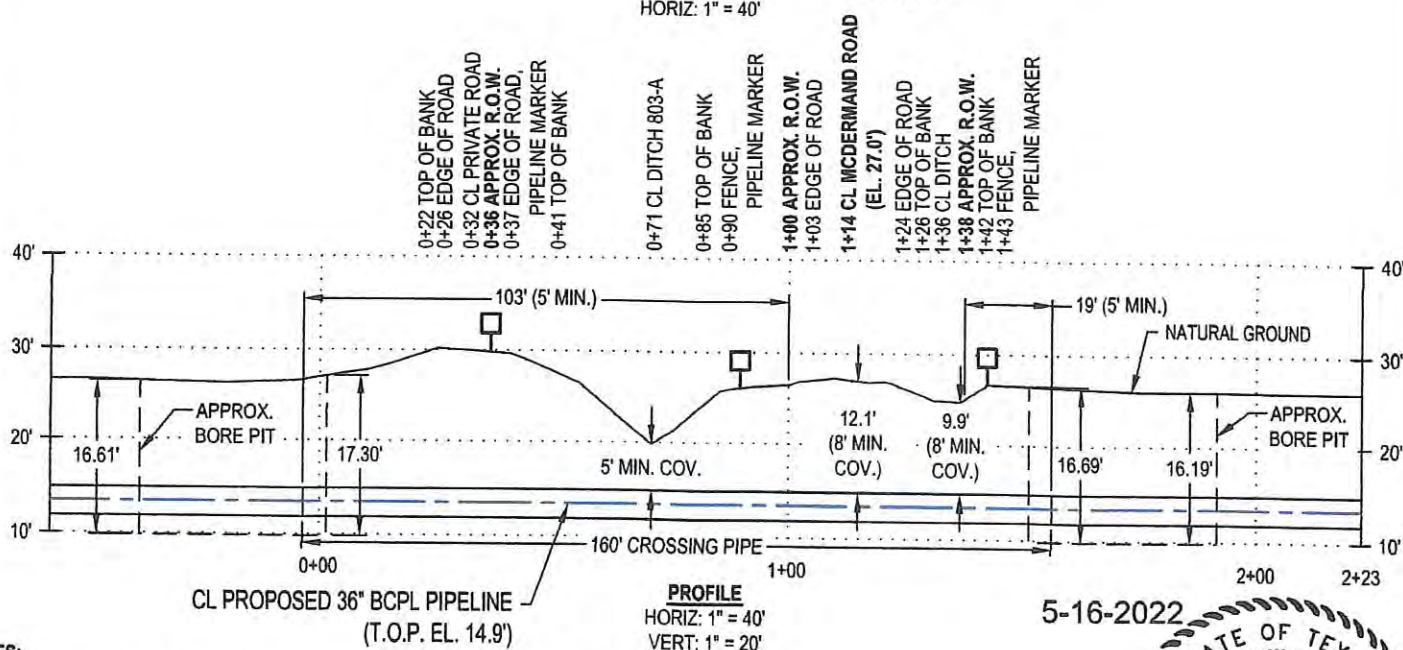
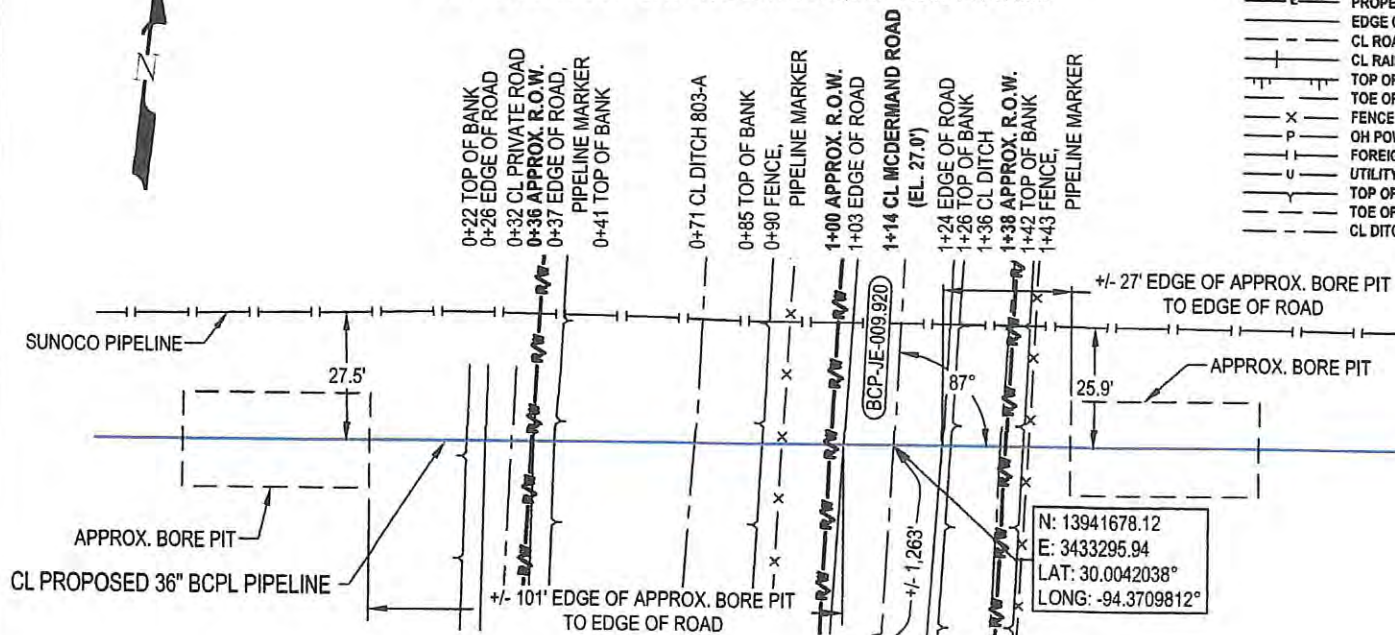
REV.
1



T. & N.O. R.R. CO. SURVEY, SECTION 31, ABSTRACT NO. 262
T. & N.O. R.R. CO. SURVEY, SECTION 30, ABSTRACT NO. 885

LEGEND

- | | |
|--|------------------|
| | BCPL CL |
| | RIGHT-OF-WAY |
| | PROPERTY LINE |
| | EDGE OF ROAD |
| | CL ROAD |
| | CL RAILROAD |
| | TOP OF BALLAST |
| | TOE OF BALLAST |
| | FENCE |
| | OH POWER LINE |
| | FOREIGN PIPELINE |
| | UTILITY |
| | TOP OF BANK |
| | TOE OF SLOPE |
| | CL DITCH |



NOTES:

1. CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
2. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
3. COORDINATE SYSTEM: NAD 83, TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FOOT (TX83-SCF).
4. ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION / INSTALLATION ACTIVITIES.
5. THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

1. **PRODUCT:** CRUDE OIL
2. **CROSSING PIPE:** 36.00" O.D. X 0.750" W.T., API 5L, X70, SAWL, DRL, 12-16 MILS FBE & 20-24 MILS ARO
3. **MAXIMUM OPERATING PRESSURE:** 1,300 PSIG
4. **INSTALLATION METHOD:** BORE

DRAWN	LR	DATE	01/25/2022
CHECKED	JGL	DATE	01/27/2022
APP'D	AK	DATE	01/27/2022
SCALE	AS SHOWN	SHEET	1 OF 1

JOB NO. 25298		
0	05/16/2022	ISSUED FOR PERMIT

ExxonMobil



Universal Pegasus
INTERNATIONAL
Texas Registered Engineering Firm: P-1912

BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)

ROAD & DITCH CROSSING DRAWING
PROPOSED 36" BCPL PIPELINE
MCDERMAND ROAD (JEFFERSON COUNTY)
BCP-JE-009.920

DRAWING NO.

BTB-BC-BCPL-UP-RD-0029

REV.

UPI DRAWING NO.: 25298-26229-415-PMW-0020



BOPE-000000

BOPE-000000

BOPE-000000

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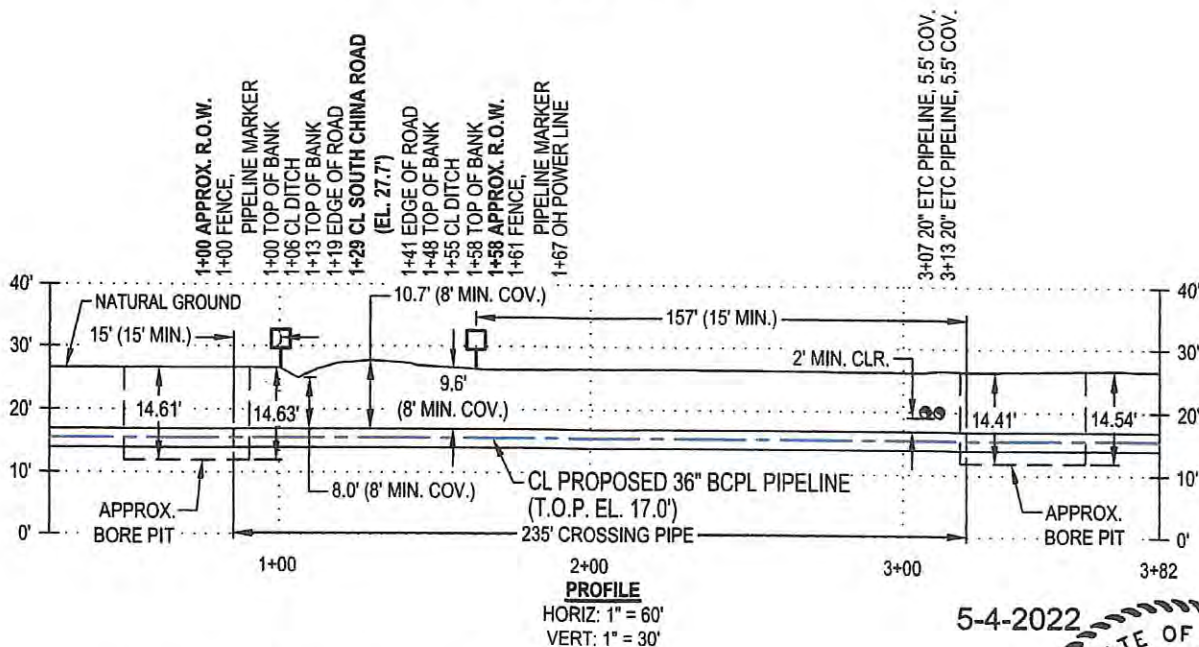
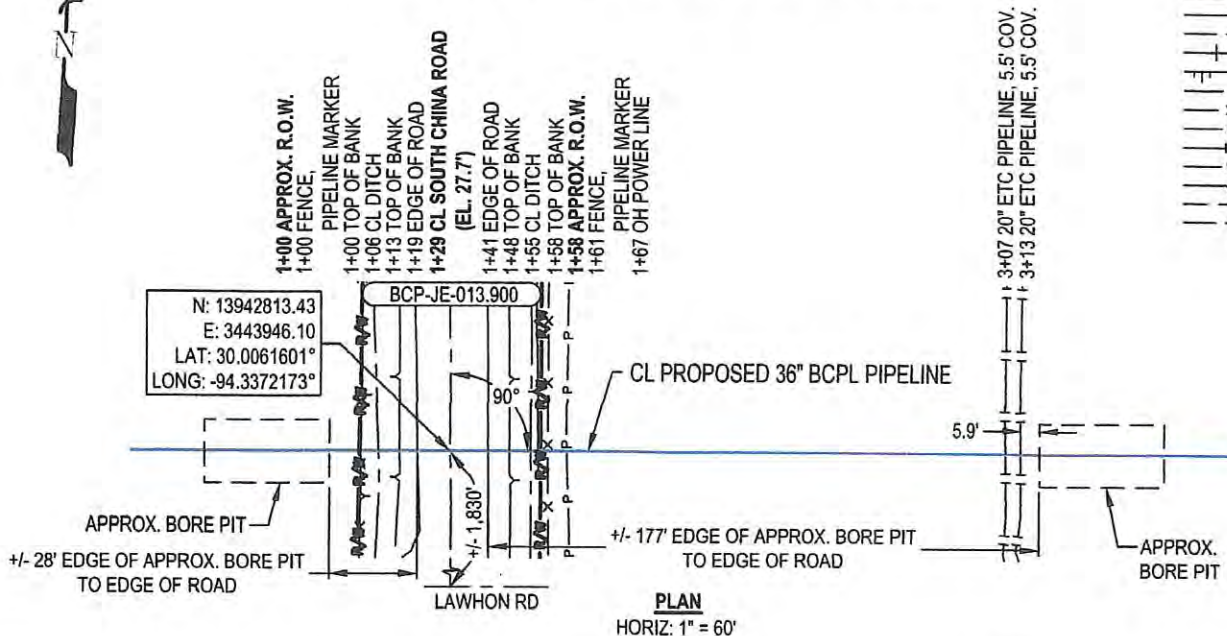
BOPE-000000

JEFFERSON COUNTY, TEXAS

T. & N.O. R.R. CO. SURVEY SECTION 28, ABSTRACT NO. 870
T. & N.O. R.R. CO. SURVEY SECTION 29, ABSTRACT NO. 141

LEGEND

- BCPL CL
- RIGHT-OF-WAY
- PROPERTY LINE
- EDGE OF ROAD
- CL ROAD
- CL RAILROAD
- TOP OF BALLAST
- TOE OF BALLAST
- FENCE
- OH POWER LINE
- FOREIGN PIPELINE
- UTILITY
- TOP OF BANK
- TOE OF SLOPE
- CL DITCH



NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD 83, TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FOOT (TX83-SCF).
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION / INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

- PRODUCT: CRUDE OIL
- CROSSING PIPE: 36.00" O.D. X 0.750" W.T., API 5L, X70, SAWL, DRL, 12-16 MILS FBE & 20-24 MILS ARO
- MAXIMUM OPERATING PRESSURE: 1,300 PSIG
- INSTALLATION METHOD: BORE

DRAWN	AC	DATE	02/16/2022
CHECKED	JGL	DATE	02/16/2022
APP'D	AK	DATE	02/16/2022
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25298		
0	05/04/2022	ISSUED FOR PERMIT	

ExxonMobil

UniversalPegasus
INTERNATIONAL
Texas Registered Engineering Firm: P-1912

BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)

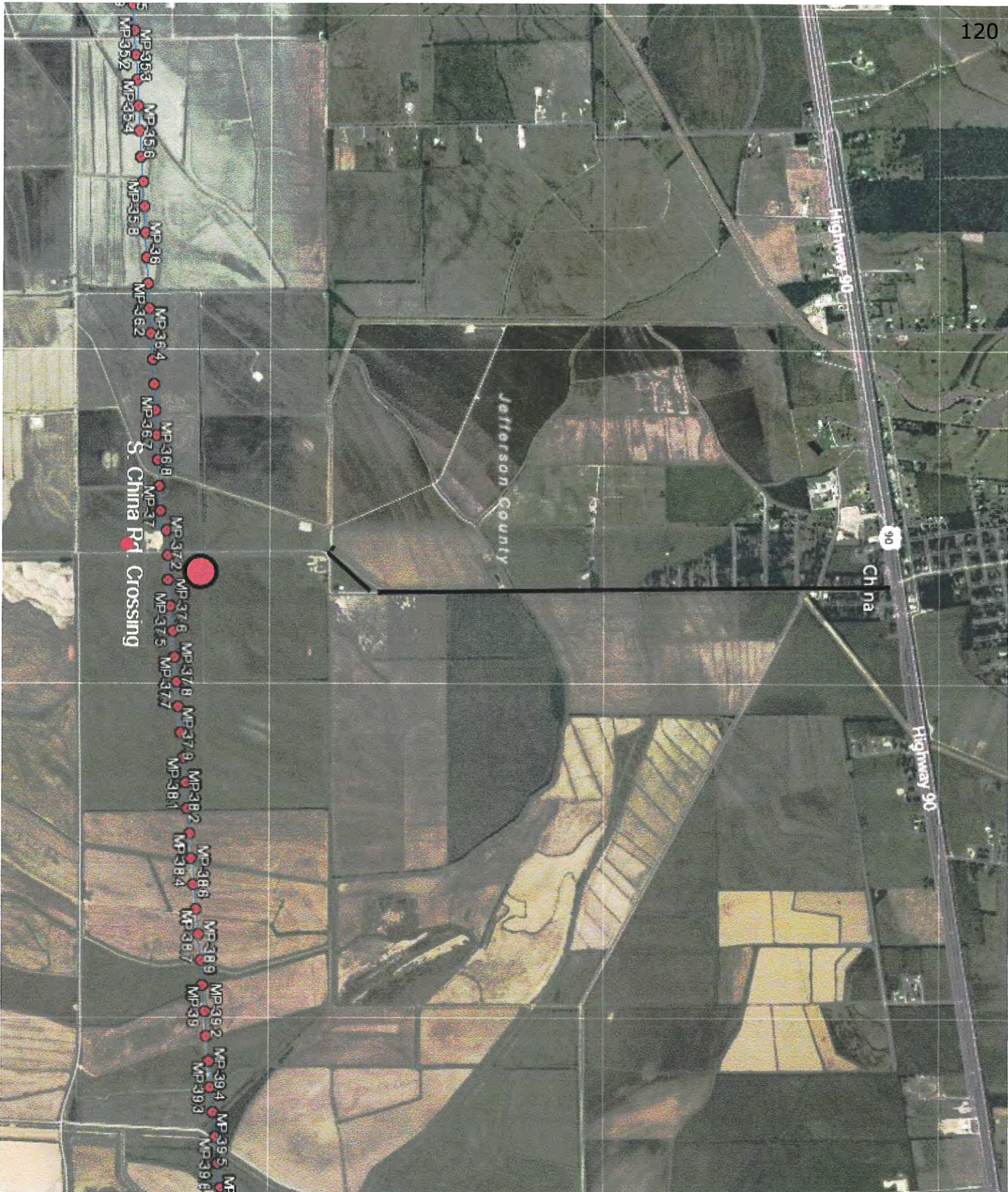
ROAD & DITCH CROSSING DRAWING
PROPOSED 36" BCPL PIPELINE
SOUTH CHINA ROAD (JEFFERSON COUNTY)
BCP-JE-013.900

DRAWING NO.

BTB-BC-BCPL-UP-RD-0036

REV.
0

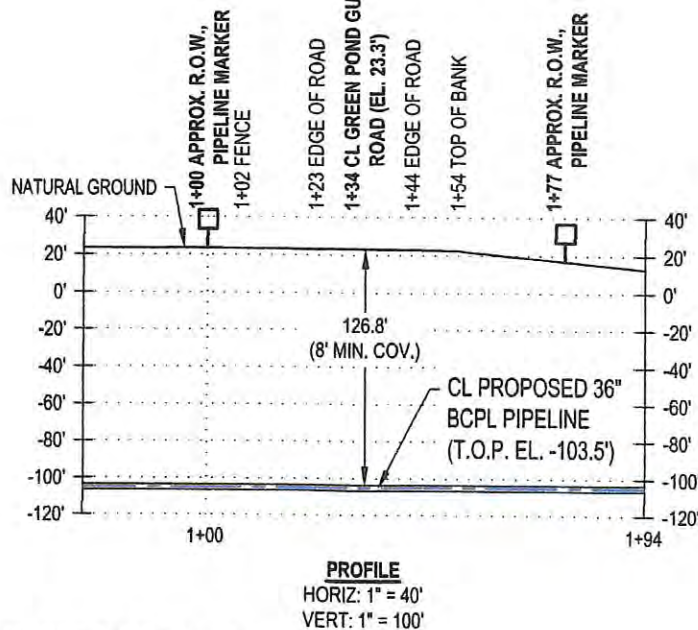
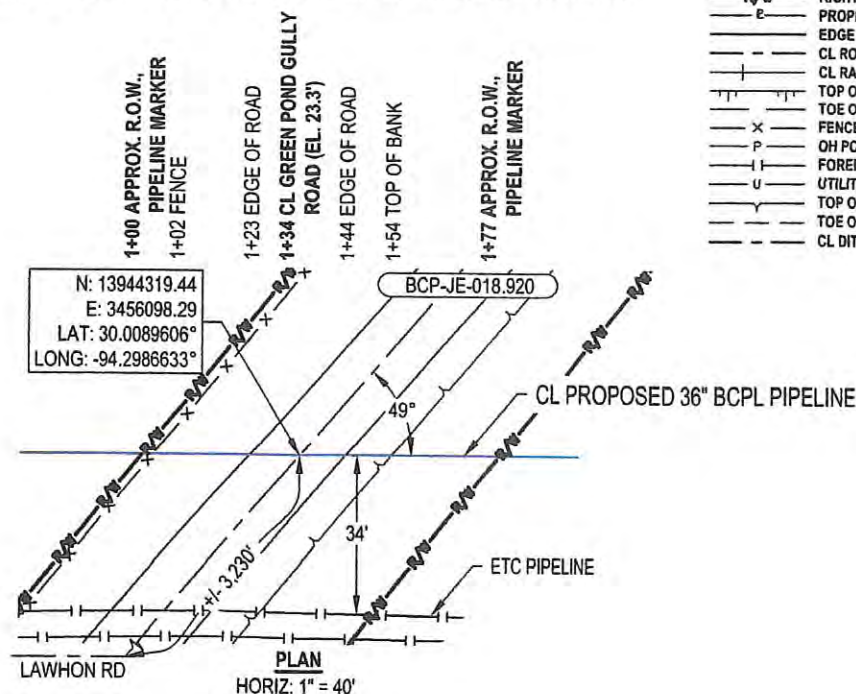
UPI DRAWING NO.: 25298-26229-415-PMW-0036



H.T. & B. RAILROAD CO. SURVEY, SECTION NO. 8, ABSTRACT 658

LEGEND

- | | |
|--|------------------|
| | BCPL CL |
| | RIGHT-OF-WAY |
| | PROPERTY LINE |
| | EDGE OF ROAD |
| | CL ROAD |
| | CL RAILROAD |
| | TOP OF BALLAST |
| | TOE OF BALLAST |
| | FENCE |
| | OH POWER LINE |
| | FOREIGN PIPELINE |
| | UTILITY |
| | TOP OF BANK |
| | TOE OF SLOPE |
| | CL DITCH |



NOTES:

1. CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
2. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
3. COORDINATE SYSTEM: NAD 83, TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FOOT (TX83-SCF).
4. ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION / INSTALLATION ACTIVITIES.
5. THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

1. **PRODUCT:** CRUDE OIL
2. **CROSSING PIPE:** 36.00" O.D. X 0.741" W.T., API 5L, X70, SAWL, DRL, 12-16 MILS FBE & 20-24 MILS ARO
3. **MAXIMUM OPERATING PRESSURE:** 1,300 PSIG
4. **INSTALLATION METHOD:** HDD

DRAWN	JMC	DATE	03/15/2022
CHECKED	AS	DATE	03/15/2022
APP'D	AK	DATE	03/15/2022
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO. 25298			
0	04/20/2022	ISSUED FOR PERMIT	

ExxonMobil



Universal Pegasus
INTERNATIONAL
Texas Registered Engineering Firm, E-1042

BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)

ROAD & DITCH CROSSING DRAWING

PROPOSED 36" BCPL PIPELINE

GREEN POND GULLY ROAD (JEFFERSON COUNTY)

BCP-JE-018.920

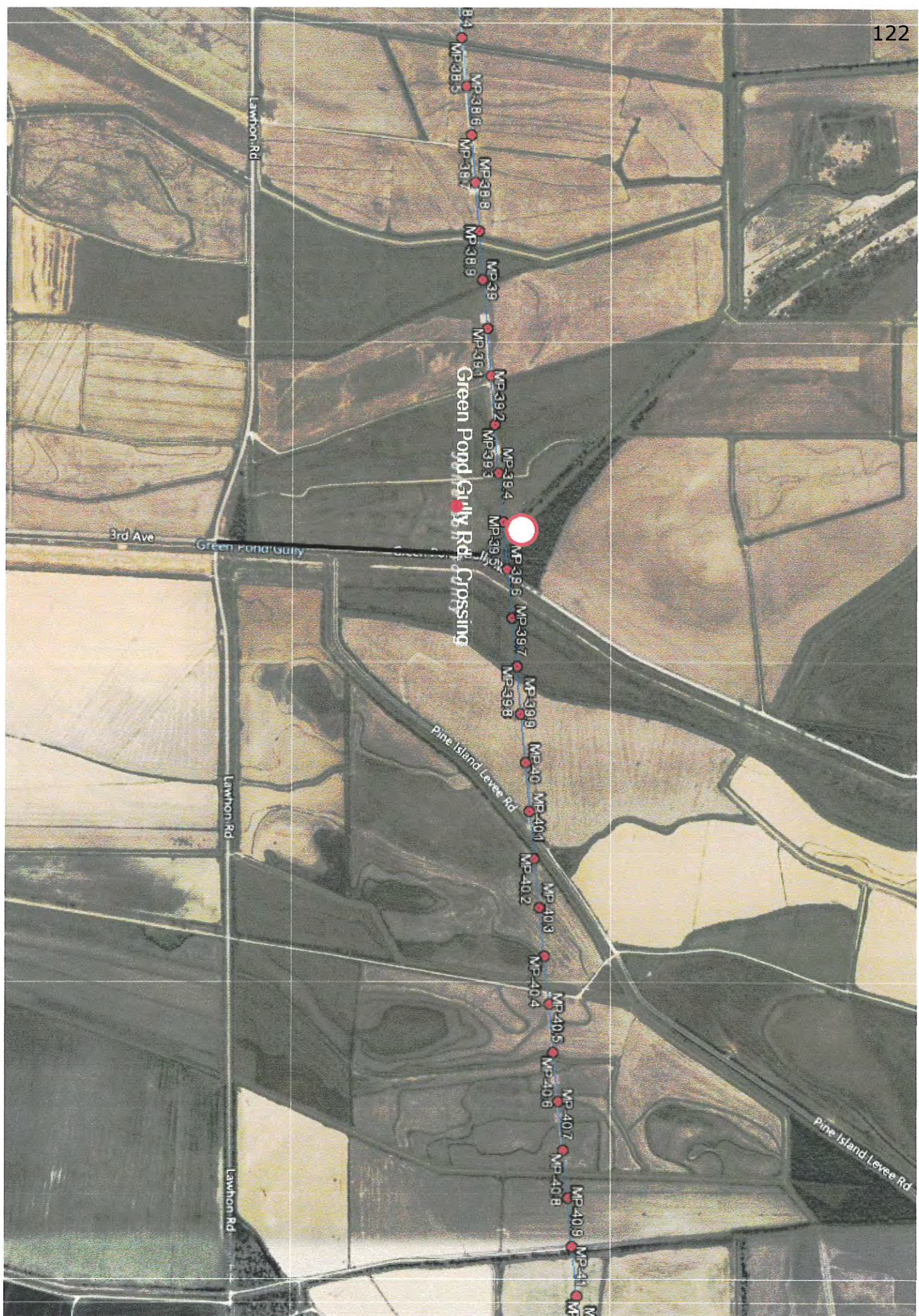
DRAWING NO.

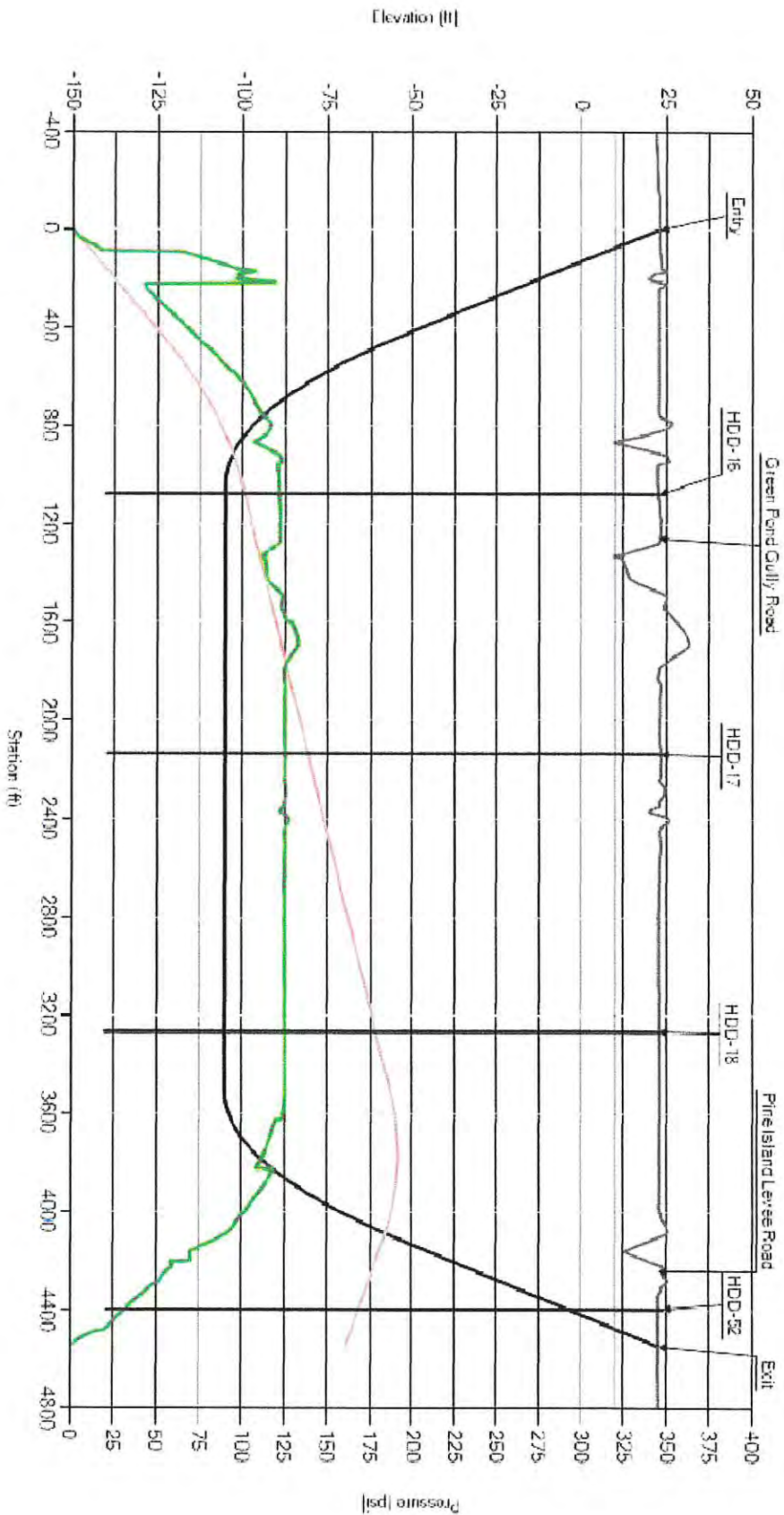
BTB-BC-BCPL-UP-RD-0078

REV.

UPI DRAWING NO.: 25298-26229-415-PMW-0078

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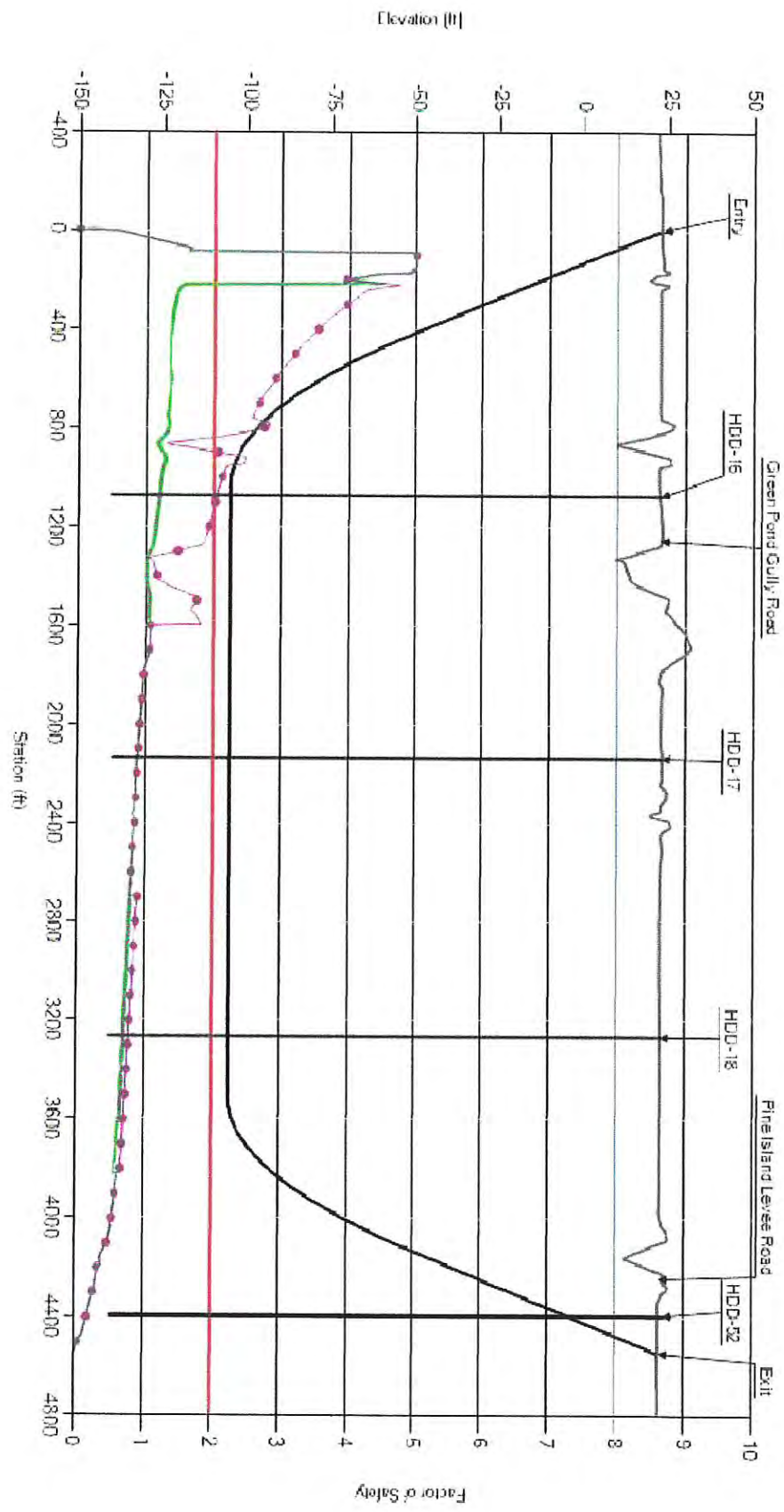


Crossing Length: 4,543.00 ft
Hole Diameter: 9.875 inches
Pipe Diameter: 5.5 inches
Drilling Fluid Weight: 9.5 lbs/gallon
Plastic Viscosity: 15 CP
Yield Point: 30 lbs/100 ft²

Estimated Formation Limit and Drilling Fluid Pressures (Entry to Exit) (Delft Eqn.)
Beaumont Connector Pipeline Project - Greens Pond Gully Road / Pine Island Levee Road HDD



Figure 6



Crossing Length: 4,543.00 ft

Hole Diameter: 9.875 inches

Pipe Diameter: 5.5 inches

Drilling Fluid Weight: 9.5 lbs/gallon

Plastic Viscosity: 15 CP

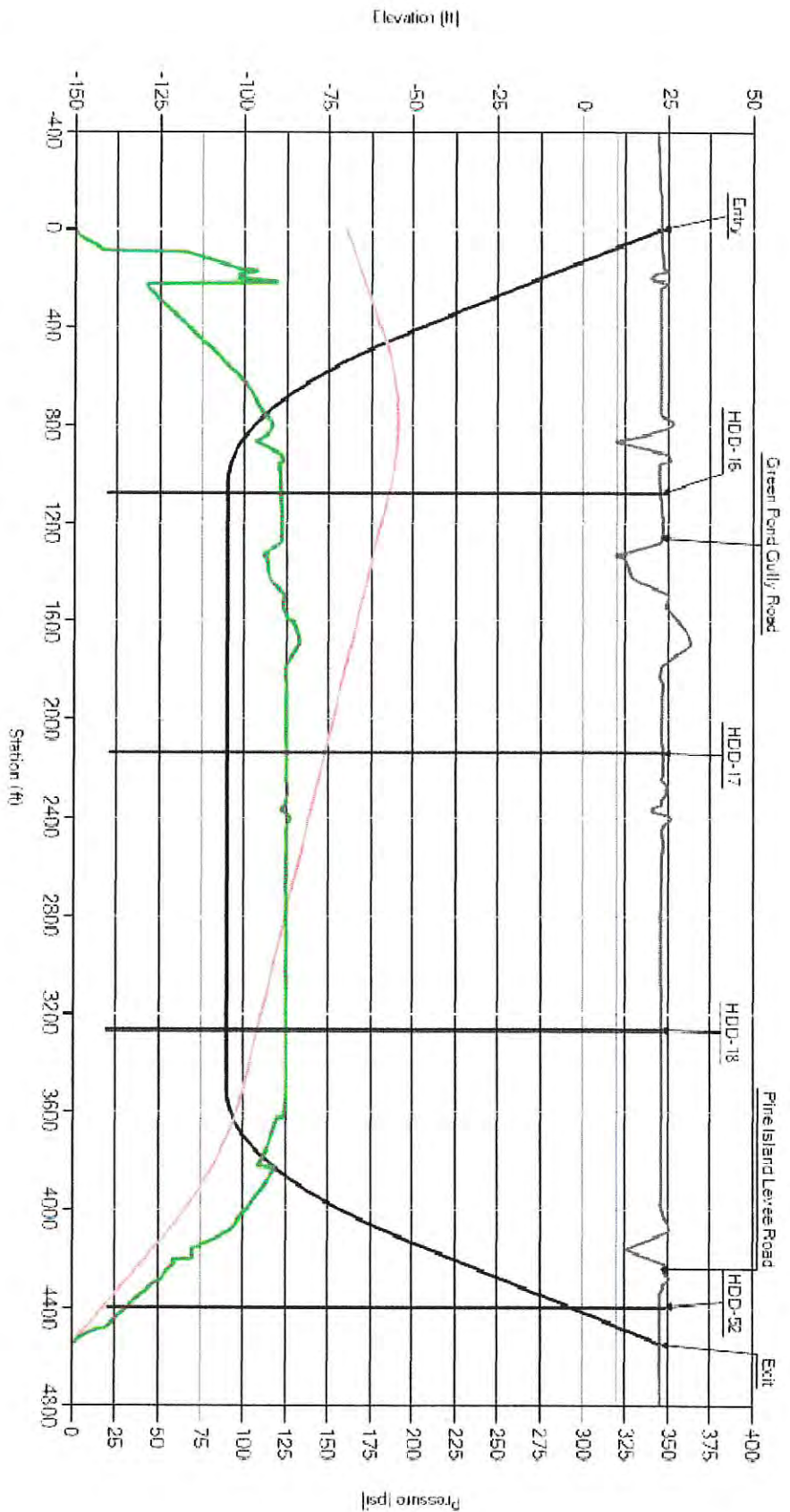
Yield Point: 30 lbs/100 ft²

Hydraulic Fracture and Inadvertent Fluid Release Factors of Safety (Entry to Exit)

Beaumont Connector Pipeline Project - Greens Pond Gully Road / Pine Island Levee Road HDD



Figure 7

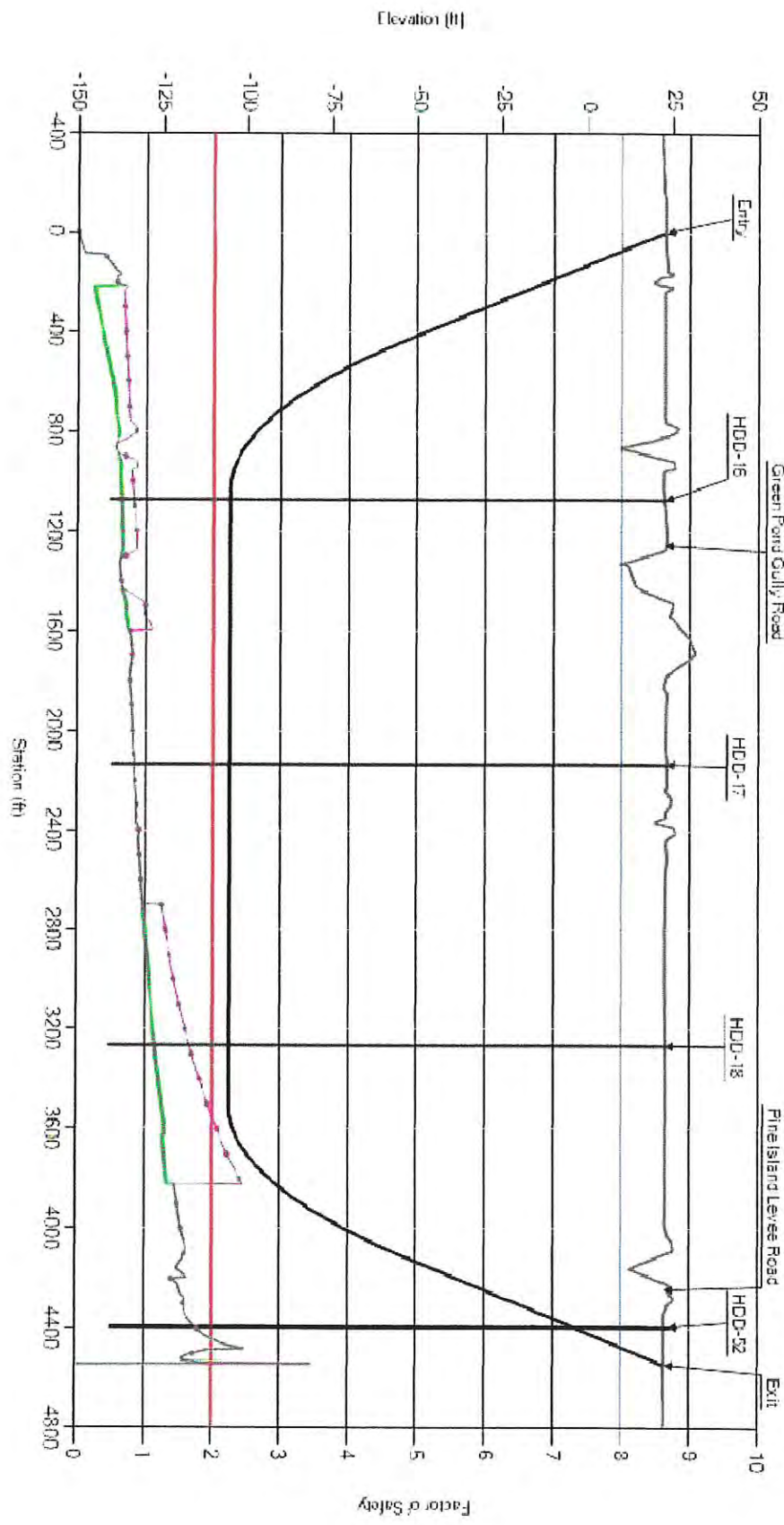


Crossing Length: 4,543.00 ft
Hole Diameter: 9.875 Inches
Pipe Diameter: 5.5 Inches
Drilling Fluid Weight: 9.5 lbs/gallon
Plastic Viscosity: 15 CP
Yield Point: 30 lbs/100 ft²

Estimated Formation Limit and Drilling Fluid Pressures (Exit to Entry) (Delft Eqn.)
Beaumont Connector Pipeline Project - Greens Pond Gully Road / Pine Island Levee Road HDD



Figure 8

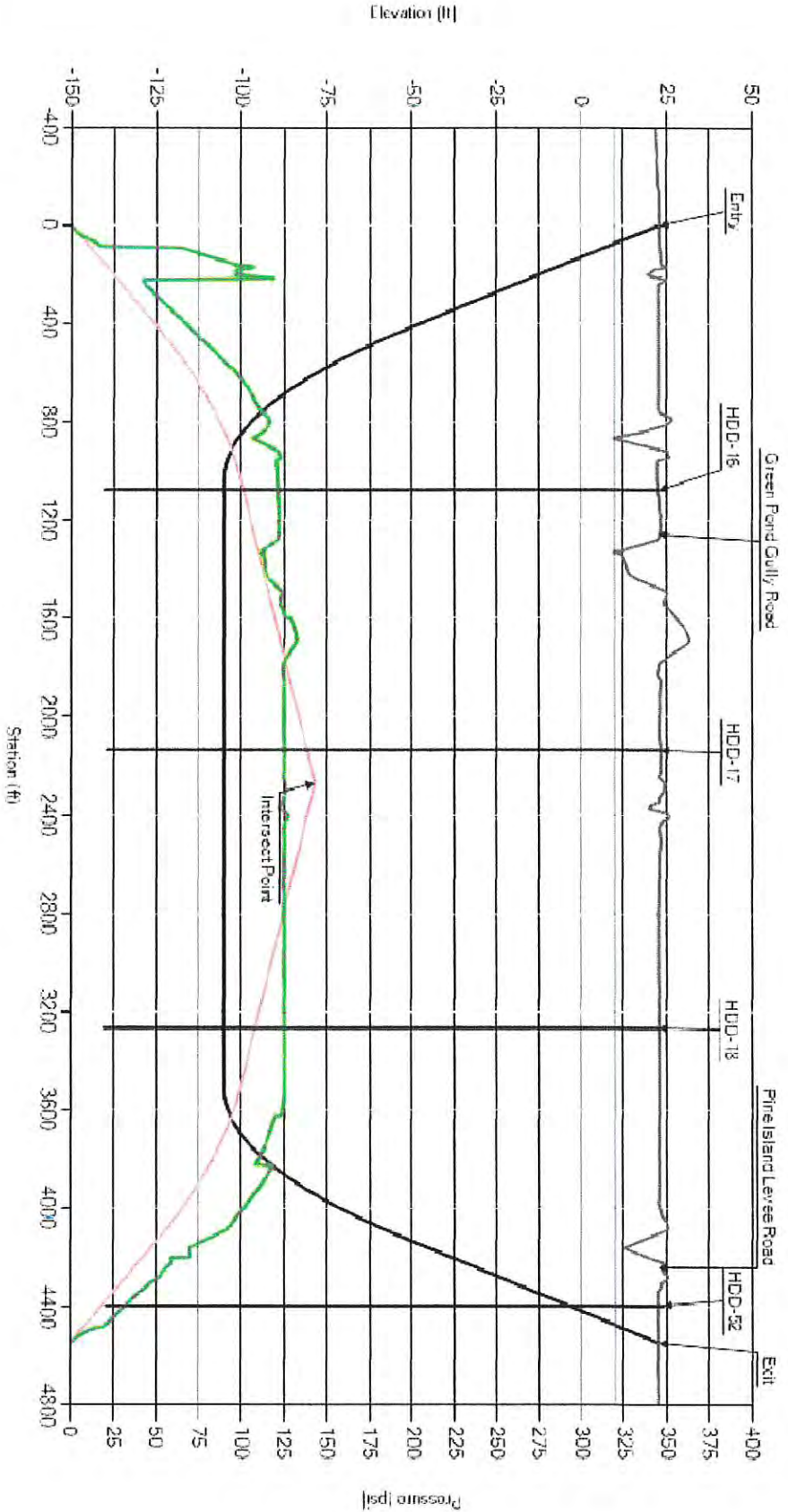


Crossing Length: 4,543.00 ft
Hole Diameter: 9.875 Inches
Pipe Diameter: 5.5 Inches
Drilling Fluid Weight: 9.5 lbs/gallon
Plastic Viscosity: 15 CP
Yield Point: 30 lbs/100 ft²

Hydraulic Fracture and Inadvertent Fluid Release Factors of Safety (Exit to Entry)
Beaumont Connector Pipeline Project - Greens Pond Gully Road / Pine Island Levee Road HDD



Figure 9

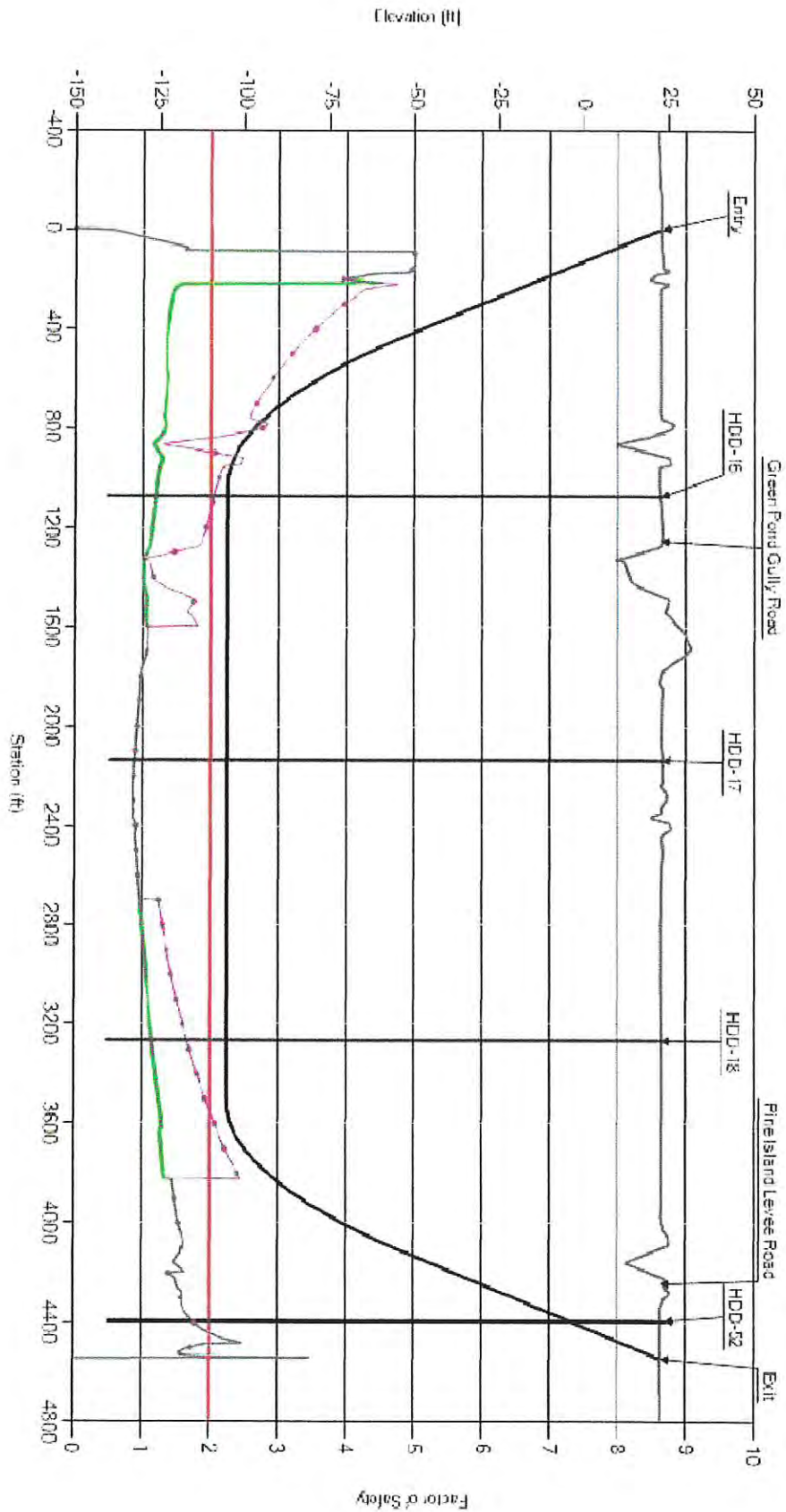


Crossing Length: 4,543.00 ft
Hole Diameter: 9.875 Inches
Pipe Diameter: 5.5 Inches
Drilling Fluid Weight: 9.5 lbs/gallon
Plastic Viscosity: 15 CP
Yield Point: 30 lbs/100 ft²

Estimated Formation Limit and Drilling Fluid Pressures (Intersect) (Delft Eqn.)
Beaumont Connector Pipeline Project - Greens Pond Gully Road / Pine Island Levee Road HDD



Figure 10



Crossing Length: 4,543.00 ft
 Hole Diameter: 9.875 inches
 Pipe Diameter: 5.5 inches
 Drilling Fluid Weight: 9.5 lbs/gallon
 Plastic Viscosity: 15 CP
 Yield Point: 30 lbs/100 ft²

Hydraulic Fracture and Inadvertent Fluid Release Factors of Safety (Intersect)
 Beaumont Connector Pipeline Project - Greens Pond Gully Road / Pine Island Levee Road HDD



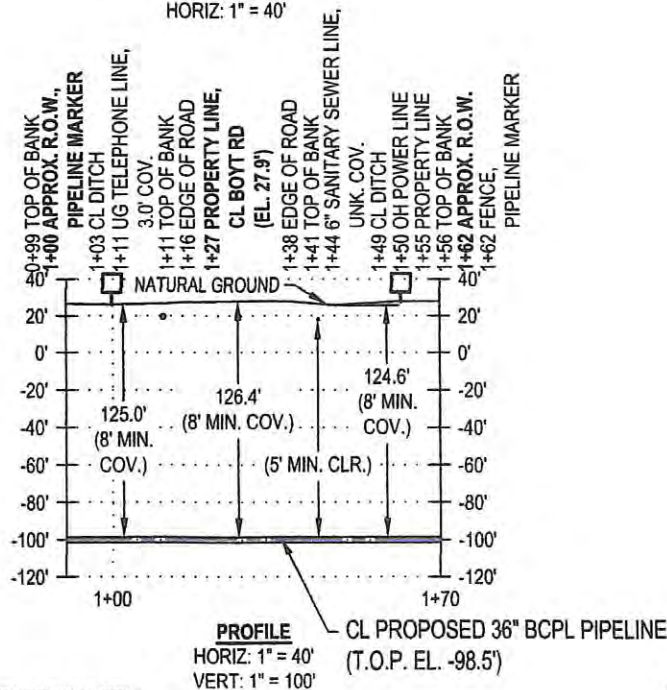
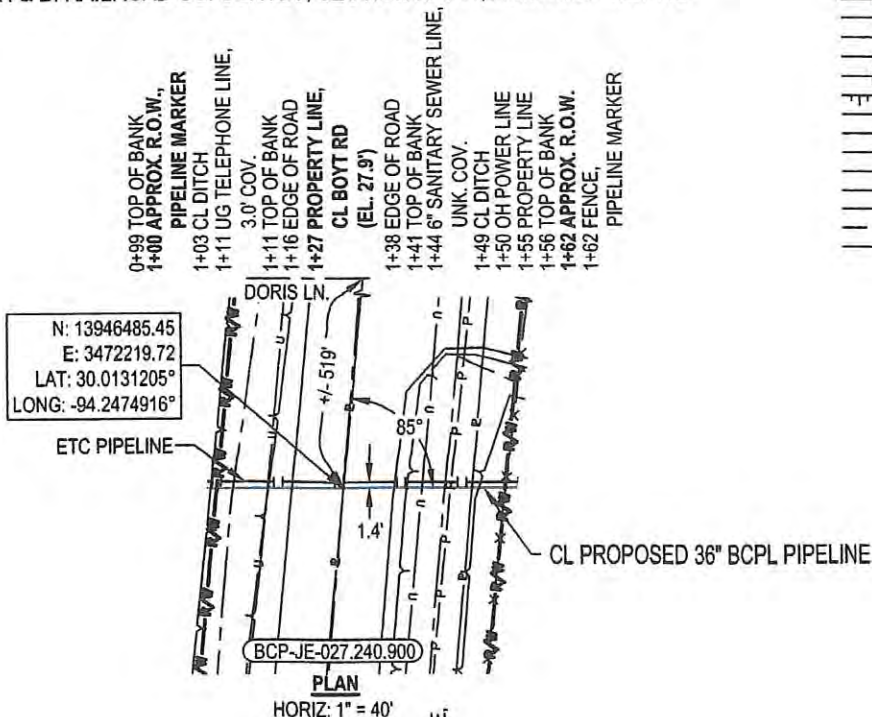
Figure 11

JEFFERSON COUNTY, TEXAS

H.T. & B. RAILROAD CO. SURVEY, SECTION NO. 11, ABSTRACT NO. 148

LEGEND

- BCPL CL
- RIGHT-OF-WAY
- PROPERTY LINE
- EDGE OF ROAD
- CL ROAD
- CL RAILROAD
- TOP OF BALLAST
- TOE OF BALLAST
- FENCE
- OH POWER LINE
- FOREIGN PIPELINE
- UTILITY
- TOP OF BANK
- TOE OF SLOPE
- CL DITCH



NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD 83, TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FOOT (TX83-SCF).
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION / INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

- PRODUCT: CRUDE OIL
- CROSSING PIPE: 36.00" O.D. X 0.741" W.T., API 5L, X70, SAWL, DRL, 12-16 MILS FBE & 20-24 MILS ARO
- MAXIMUM OPERATING PRESSURE: 1,300 PSIG
- INSTALLATION METHOD: HDD

DRAWN	JMC	DATE	03/15/2022
CHECKED	AS	DATE	03/15/2022
APP'D	AK	DATE	03/15/2022
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25298		
0	04/18/2022	ISSUED FOR PERMIT	

ExxonMobil

UniversalPegasus
INTERNATIONAL
Texas Registered Engineering Firm: P-1942

BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)

ROAD & DITCH CROSSING DRAWING

PROPOSED 36" BCPL PIPELINE

BOYT RD (JEFFERSON COUNTY)

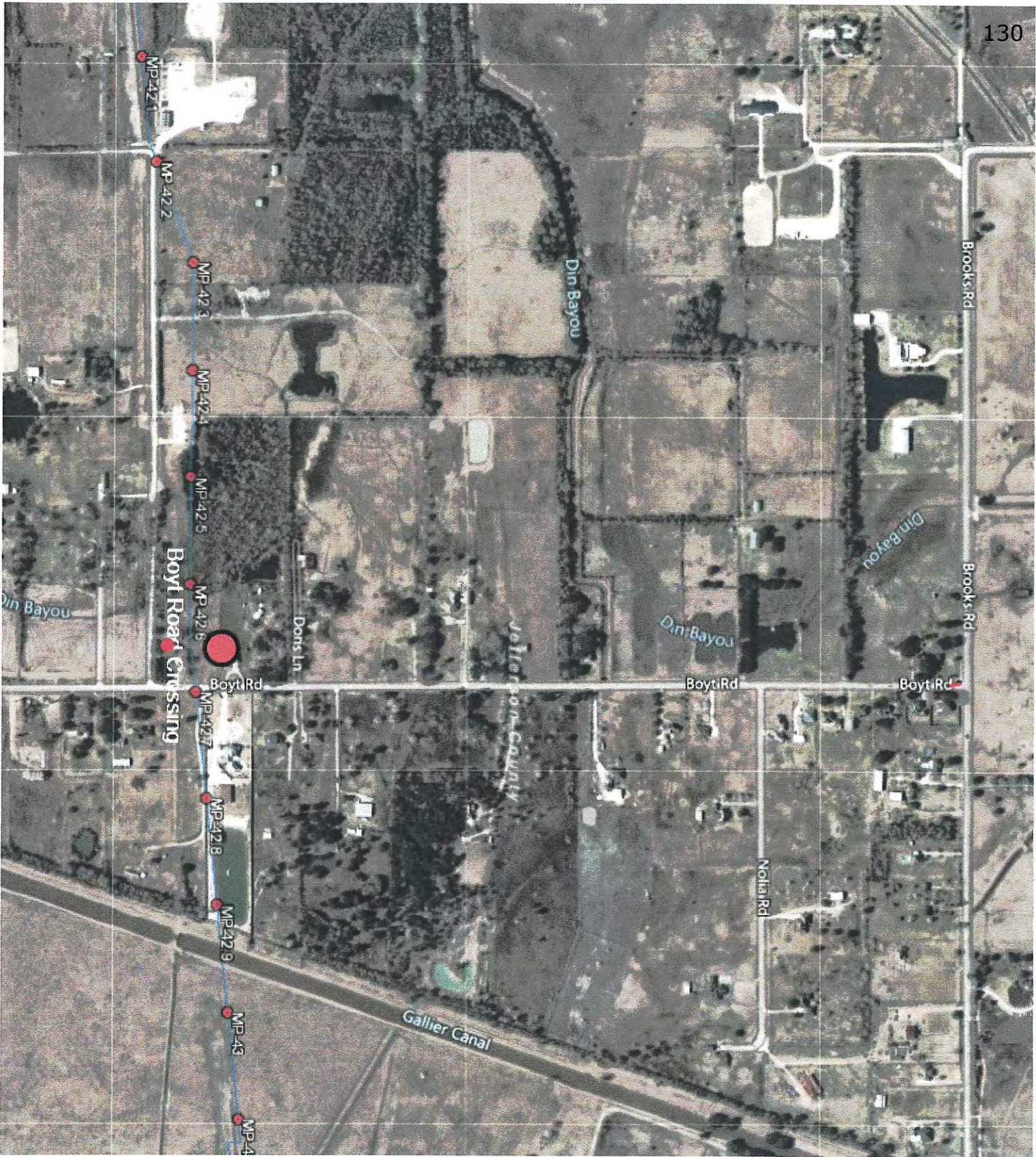
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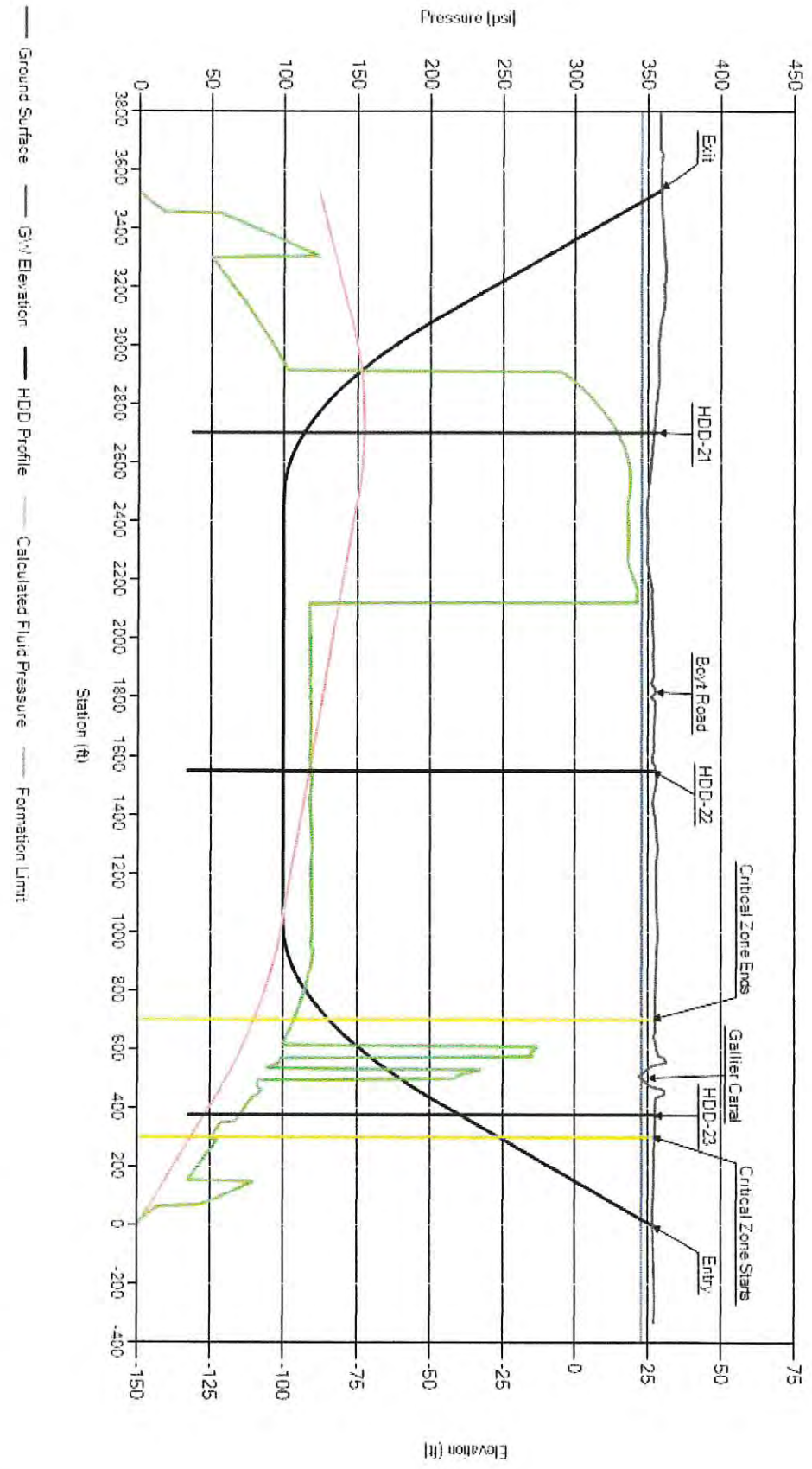
DRAWING NO.

BTB-BC-BCPL-UP-RD-0006

REV.

0





Crossing Length: 3,530.00 ft
Hole Diameter: 9.875 Inches
Pipe Diameter: 5.5 Inches
Drilling Fluid Weight: 9.5 lbs/gallon
Plastic Viscosity: 15 CP
Yield Point: 30 lbs/100 ft²

Estimated Formation Limit and Drilling Fluid Pressures (Entry to Exit) (Delft Eqn.)
Beaumont Connector Pipeline - Boyt Road - Gallier Canal (LNVA) HDD



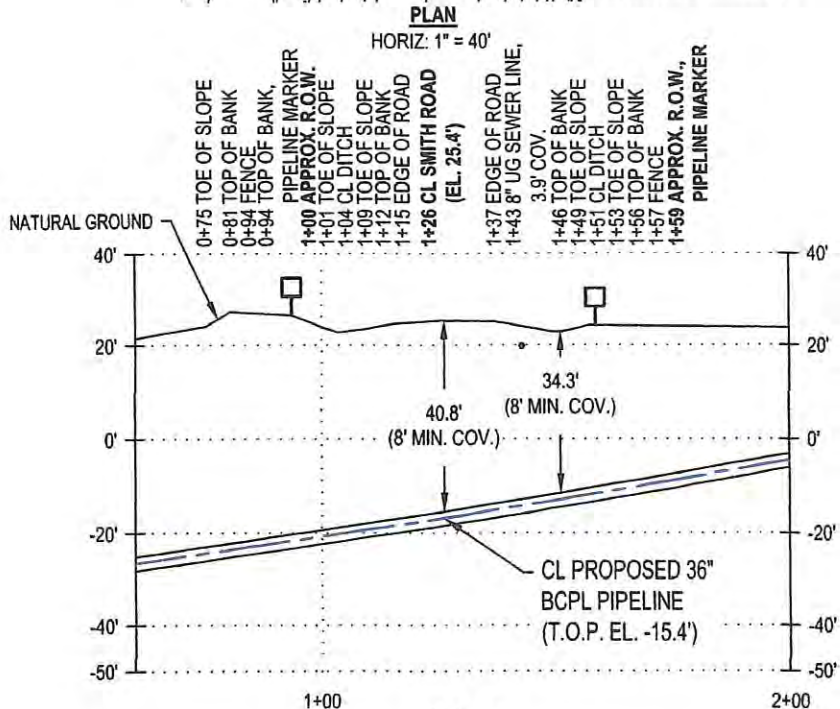
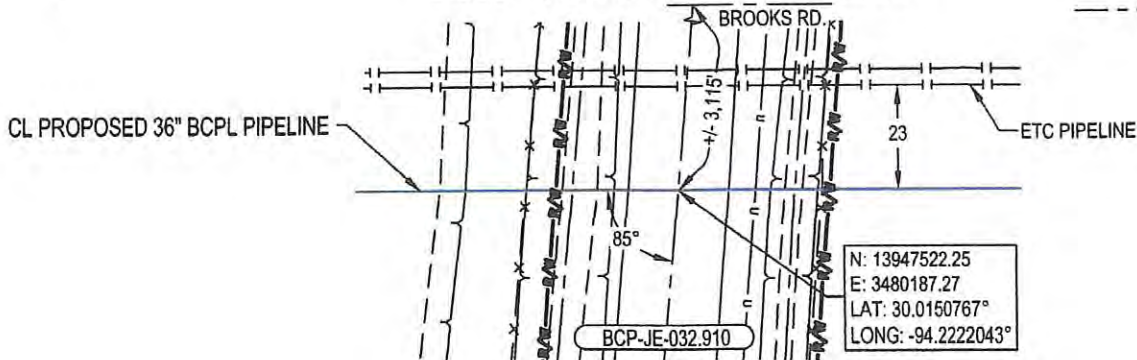
Figure 6

JEFFERSON COUNTY, TEXAS

H.T. & B. R.R. CO. SURVEY, ABSTRACT NO. 561
H.T. & B. R.R. CO. SURVEY, SECTION NO. 13, ABSTRACT NO. 147

LEGEND

- BCPL CL
- RIGHT-OF-WAY
- PROPERTY LINE
- EDGE OF ROAD
- CL ROAD
- CL RAILROAD
- TOP OF BALLAST
- TOE OF BALLAST
- FENCE
- OH POWER LINE
- FOREIGN PIPELINE
- UTILITY
- TOP OF BANK
- TOE OF SLOPE
- CL DITCH



NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD 83, TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FOOT (TX83-SCF).
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION / INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

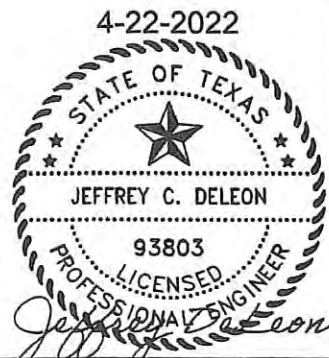
SPECIFICATIONS:

- PRODUCT: CRUDE OIL
- CROSSING PIPE: 36.00" O.D. X 0.741" W.T., API 5L, X70, SAWL, DRL, 12-16 MILS FBE & 20-24 MILS ARO
- MAXIMUM OPERATING PRESSURE: 1,300 PSIG
- INSTALLATION METHOD: HDD

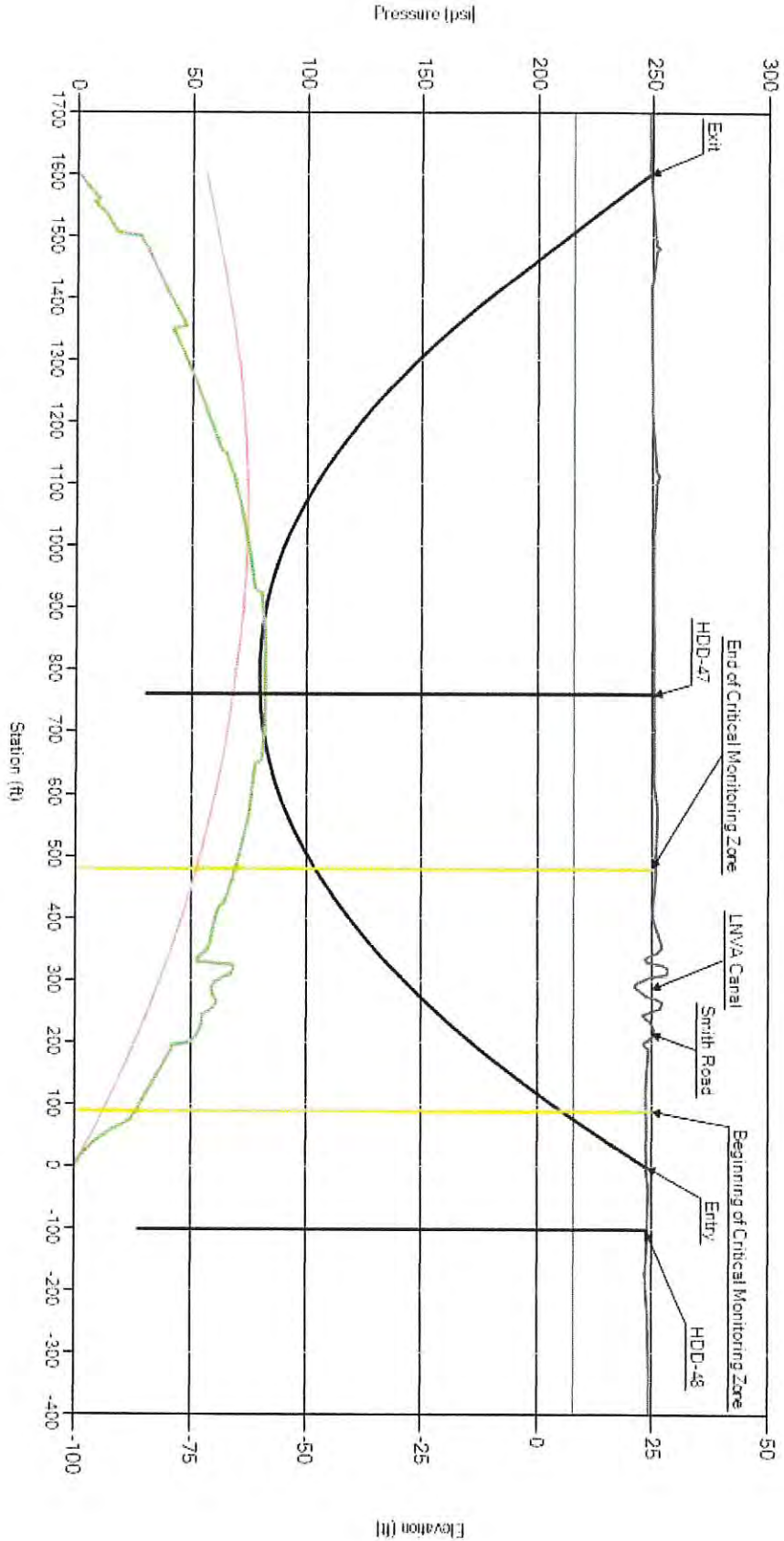
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CHECKED	AS	DATE	03/16/2022
APP'D	AK	DATE	03/16/2022
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25298		
0	04/22/2022	ISSUED FOR PERMIT	

Texas Registered Engineering Firm: E-1912

BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)	
ROAD & DITCH CROSSING DRAWING	
PROPOSED 36" BCPL PIPELINE	
SMITH ROAD (JEFFERSON COUNTY)	
BCP-JE-032.910	
DRAWING NO.	BTB-BC-BCPL-UP-RD-0042
REV.	0







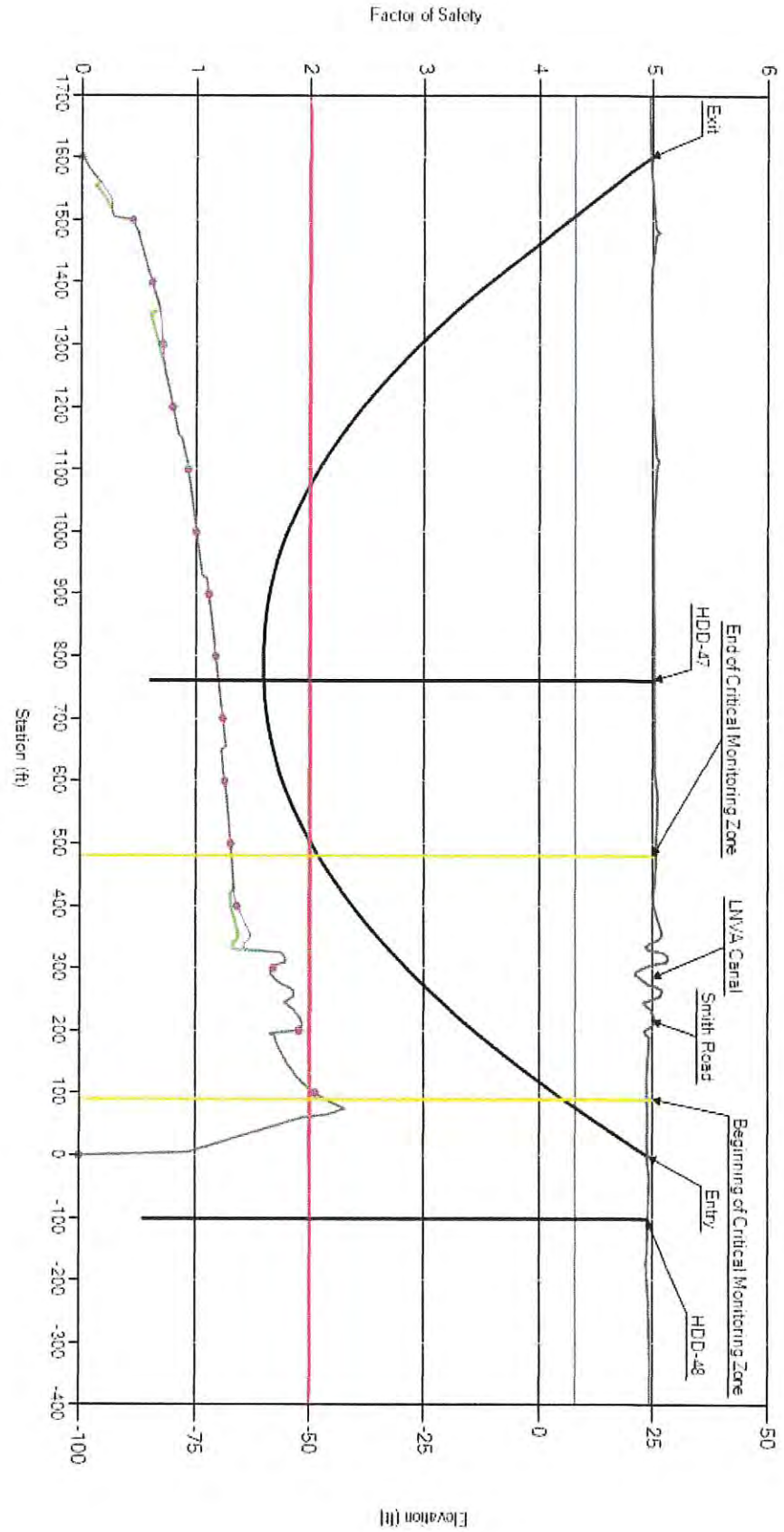
Ground Surface — Giv Elevation — HDD Profile — Calculated Fluid Pressure — Formation Limit

Crossing Length: 1,600.00 ft
Hole Diameter: 9.875 inches
Pipe Diameter: 5.5 inches
Drilling Fluid Weight: 9.5 lbs/gallon
Plastic Viscosity: 15 CP
Yield Point: 30 lbs/100 ft²

Estimated Formation Limit and Drilling Fluid Pressures (Entry to Exit) (Delft Eqn.)
Beaumont Connector Pipeline Project - Cheek Smith Road (LNVA) HDD



Figure 6



Crossing Length: 1,600.00 ft
Hole Diameter: 9.875 Inches
Pipe Diameter: 5.5 Inches
Drilling Fluid Weight: 9.5 lbs/gallon
Plastic Viscosity: 15 CP
Yield Point: 30 lbs/100 ft²

Hydraulic Fracture and Inadvertent Fluid Release Factors of Safety (Entry to Exit)
Beaumont Connector Pipeline Project - Cheek Smith Road (LNVA) HDD



Figure 7

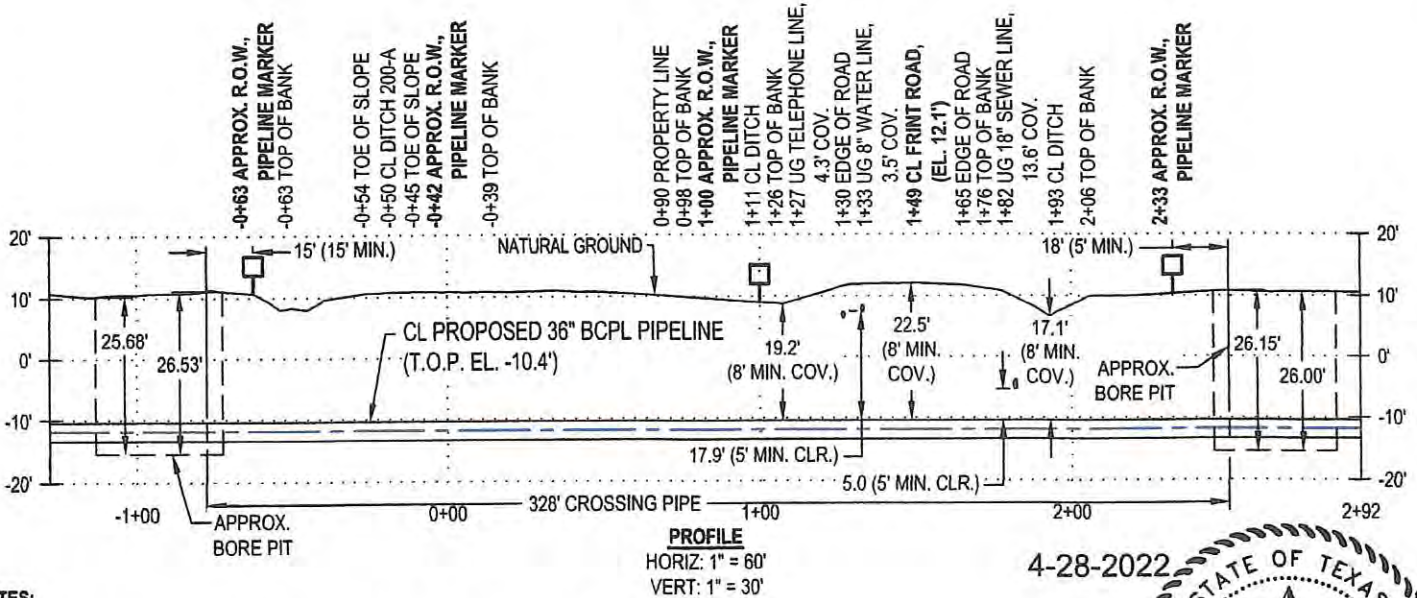
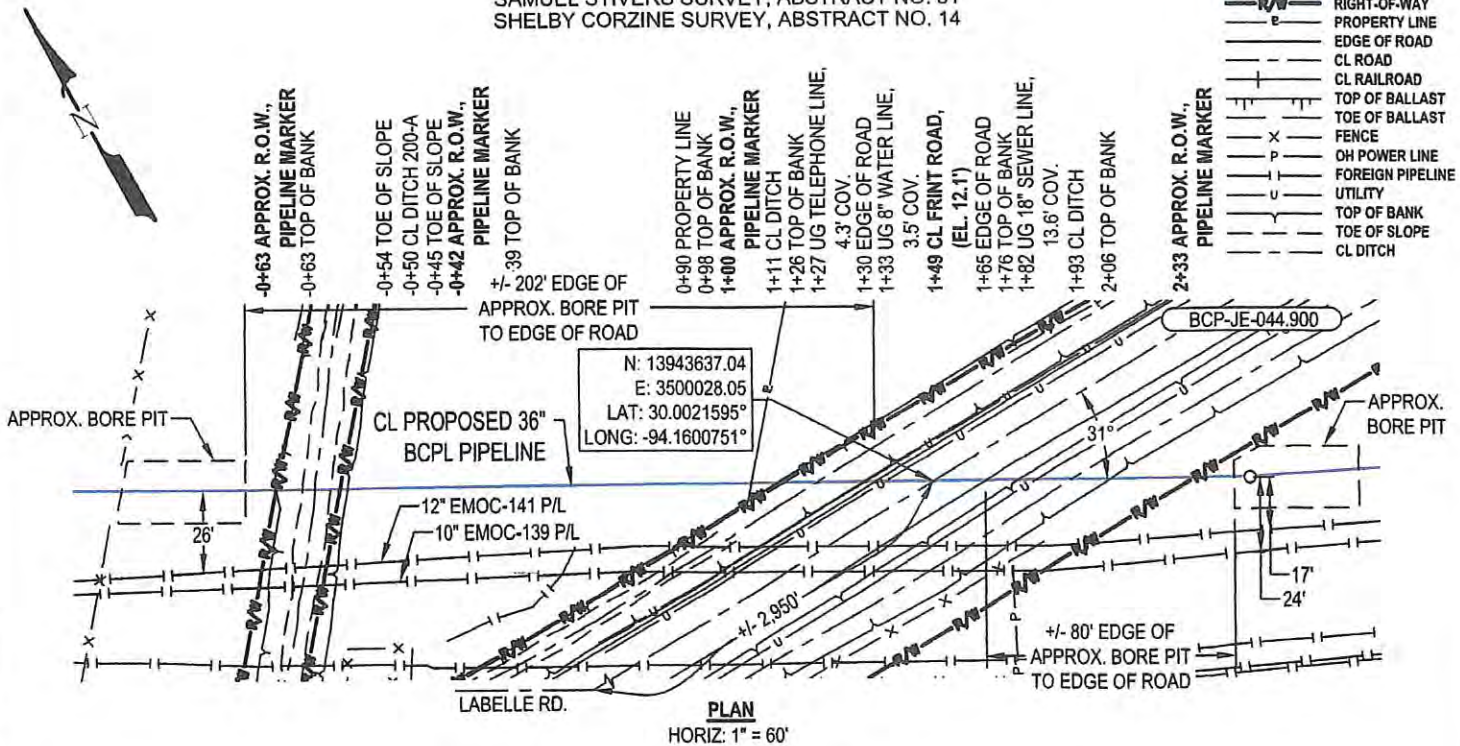
JEFFERSON COUNTY, TEXAS

SAMUEL STIVERS SURVEY, ABSTRACT NO. 51
SHELBY CORZINE SURVEY, ABSTRACT NO. 14

LEGEND

- BCPL CL
- RIGHT-OF-WAY
- PROPERTY LINE
- EDGE OF ROAD
- CL ROAD
- CL RAILROAD
- TOP OF BALLAST
- TOE OF BALLAST
- FENCE
- OH POWER LINE
- FOREIGN PIPELINE
- UTILITY
- TOP OF BANK
- TOE OF SLOPE
- CL DITCH

136



NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD 83, TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FOOT (TX83-SCF).
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION / INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

- PRODUCT: CRUDE OIL
- CROSSING PIPE: 36.00" O.D. X 0.750" W.T., API 5L, X70, SAWL, DRL, 12-16 MILS FBE & 20-24 MILS ARO
- MAXIMUM OPERATING PRESSURE: 1,300 PSIG
- INSTALLATION METHOD: BORE

DRAWN	JMC	DATE	03/14/2022
CHECKED	AS	DATE	03/14/2022
APP'D	AK	DATE	03/14/2022
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25298		
0	04/21/2022	ISSUED FOR PERMIT	

ExxonMobil

UniversalPegasus
INTERNATIONAL

Texas Registered Engineering Firm: 0-1942

BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)

ROAD & DITCH CROSSING DRAWING

PROPOSED 36" BCPL PIPELINE

FRINT ROAD (JEFFERSON COUNTY)

BCP-JE-044.900

DRAWING NO.

BTB-BC-BCPL-UP-RD-0052

REV. 0

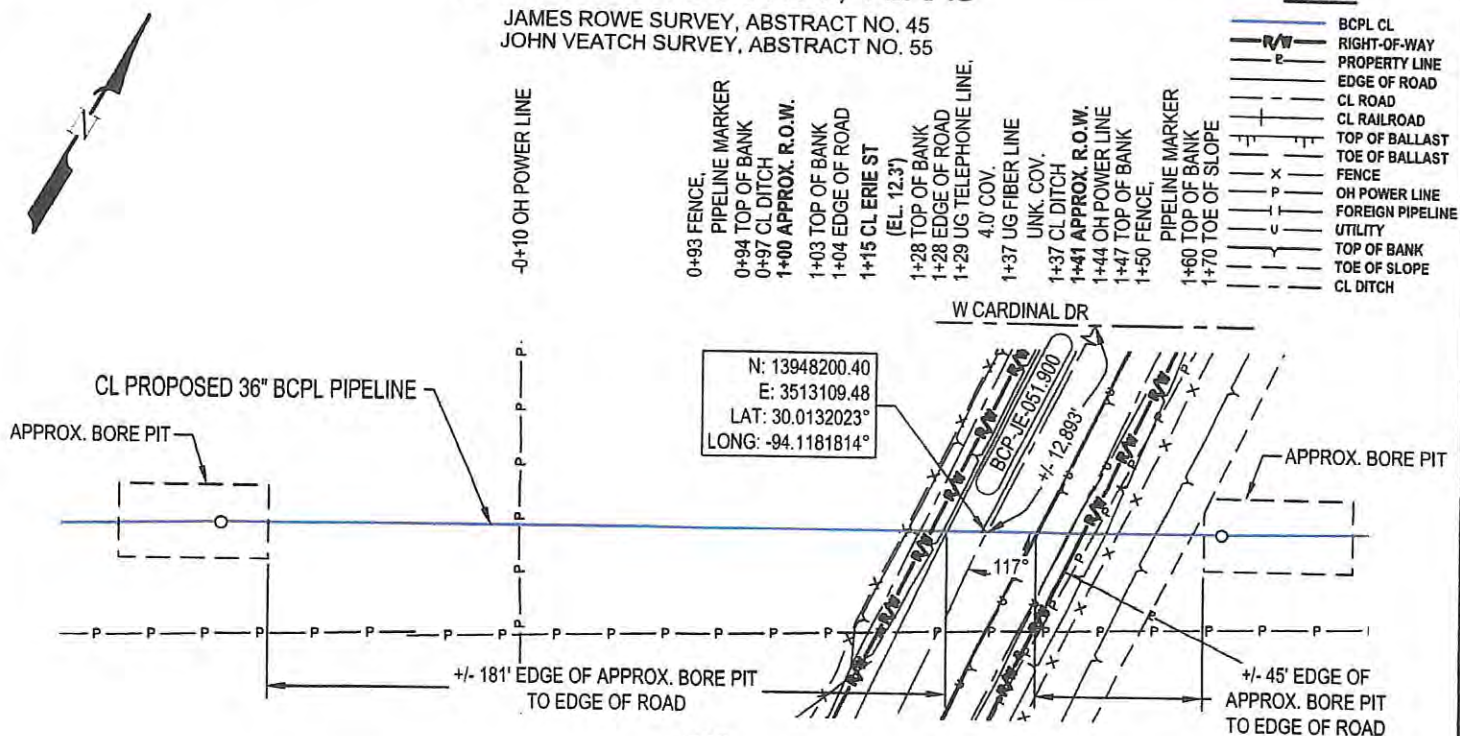
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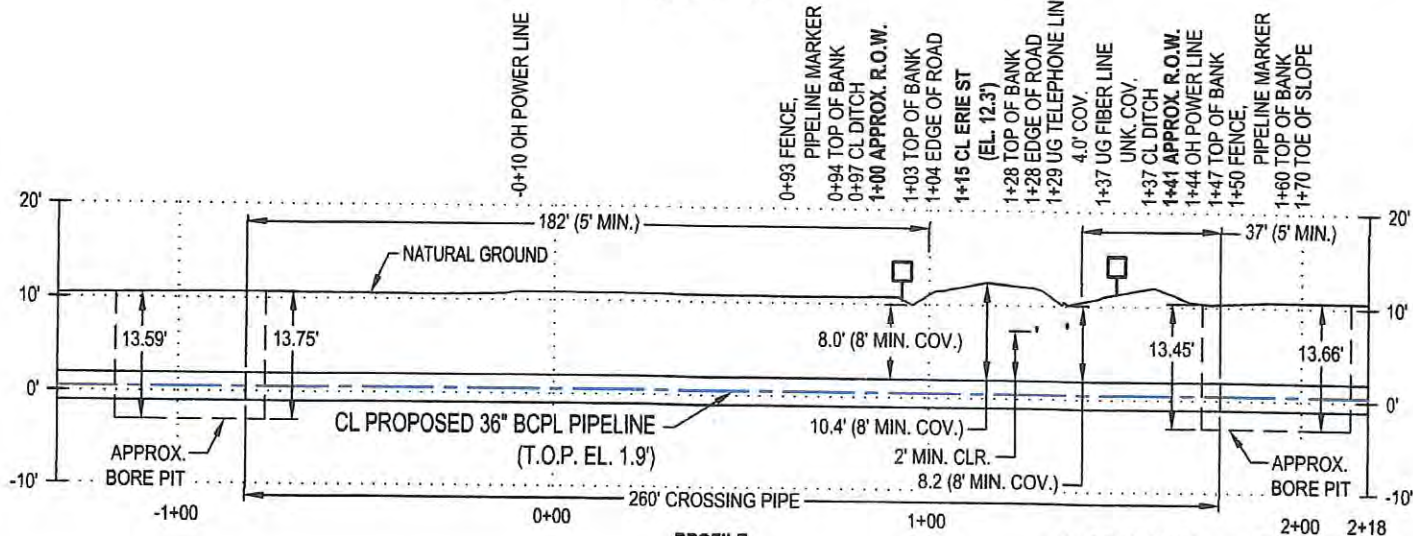
JEFFERSON COUNTY, TEXAS

JAMES ROWE SURVEY, ABSTRACT NO. 45
JOHN VEATCH SURVEY, ABSTRACT NO. 55

LEGEND



PLAN
HORIZ: 1" = 50'



PROFILE
HORIZ: 1" = 50'
VERT: 1" = 20'

NOTES:

1. CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
2. PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
3. COORDINATE SYSTEM: NAD 83, TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FOOT (TX83-SCF).
4. ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION / INSTALLATION ACTIVITIES.
5. THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

1. **PRODUCT:** CRUDE OIL
2. **CROSSING PIPE:** 36.00" O.D. X 0.750" W.T., API 5L, X70, SAWL, DRL, 12-16 MILS FBE & 20-24 MILS ARO
3. **MAXIMUM OPERATING PRESSURE:** 1,300 PSIG
4. **INSTALLATION METHOD:** BORE

DRAWN	JMC	DATE	03/17/2022
CHECKED	JGL	DATE	03/17/2022
APP'D	AK	DATE	03/17/2022
SCALE	AS SHOWN	SHEET	1 OF 1

JOB NO. 25298		
0	04/12/2022	ISSUED FOR PERMIT

ExxonMobil



UniversalPegasus
INTERNATIONAL
Texas Registered Engineering Firm: E-1912

BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)

ROAD & DITCH CROSSING DRAWING

PROPOSED 36" BCPL PIPELINE

ERIE ST (JEFFERSON COUNTY)

BCP-JE-051.900

DRAWING NO.

BTB-BC-BCPL-UP-RD-0057

REV. 0



Barboursville

Belt Street Crossing

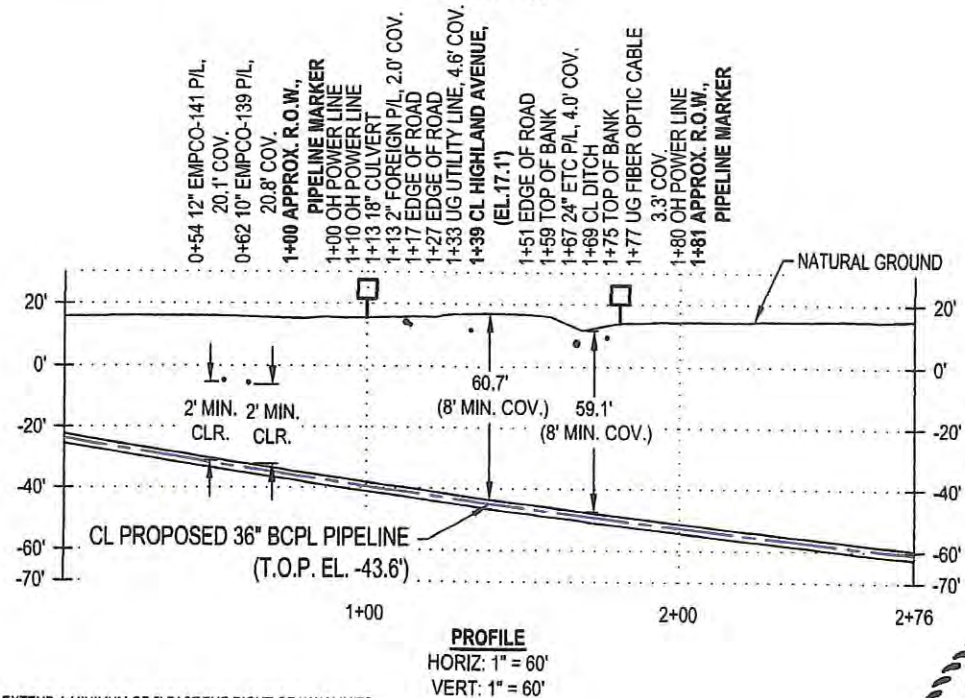
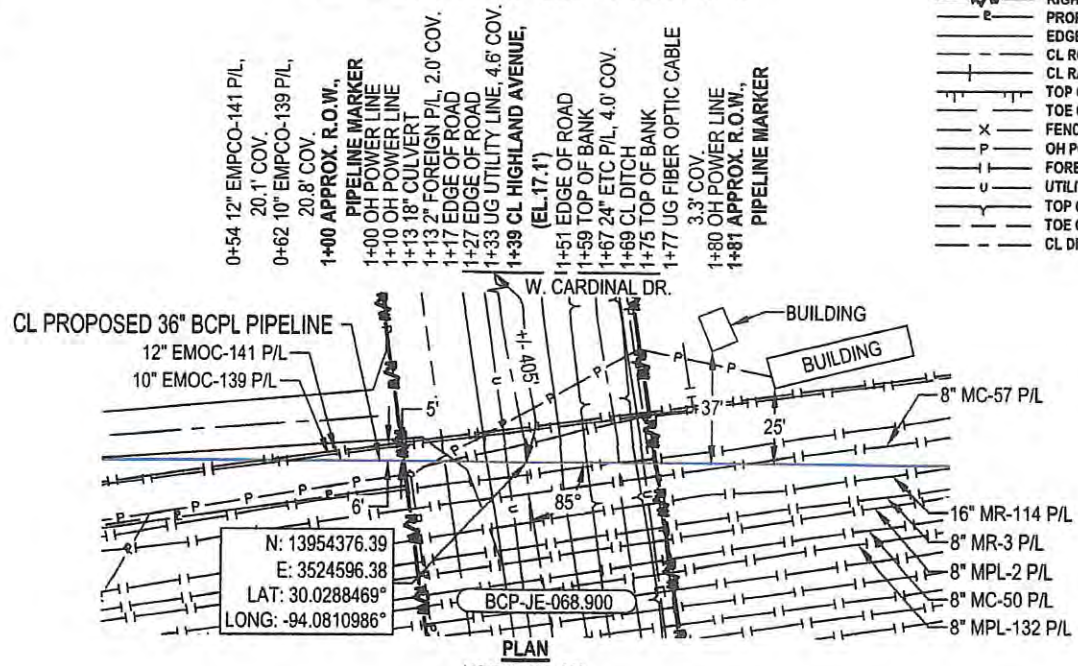
Jefferson County

JEFFERSON COUNTY, TEXAS

JOHN VEATCH SURVEY, ABSTRACT NO. 55

LEGEND

- BCPL CL
- RIGHT-OF-WAY
- PROPERTY LINE
- EDGE OF ROAD
- CL ROAD
- CL RAILROAD
- TOP OF BALLAST
- TOE OF BALLAST
- FENCE
- OH POWER LINE
- FOREIGN PIPELINE
- UTILITY
- TOP OF BANK
- TOE OF SLOPE
- CL DITCH

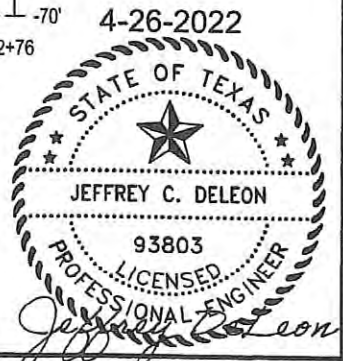


NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE FROM UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD 83, TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FOOT (TX83-SCF).
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION / INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

- PRODUCT: CRUDE OIL
- CROSSING PIPE: 36.00" O.D. X 0.741" W.T., API 5L, X70, SAWL, DRL, 12-16 MILS FBE & 20-24 MILS ARO
- MAXIMUM OPERATING PRESSURE: 1,300 PSIG
- INSTALLATION METHOD: HDD



DRAWN	AC	DATE	03/18/2022
CHECKED	JCD	DATE	03/18/2022
APP'D	AK	DATE	03/18/2022
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25298		
0	04/26/2022	ISSUED FOR PERMIT	



ExxonMobil

UniversalPegasus
INTERNATIONAL

Texas Registered Engineering Firm: 7-1912

BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)

ROAD & DITCH CROSSING DRAWING

PROPOSED 36" BCPL PIPELINE

HIGHLAND AVENUE (JEFFERSON COUNTY)

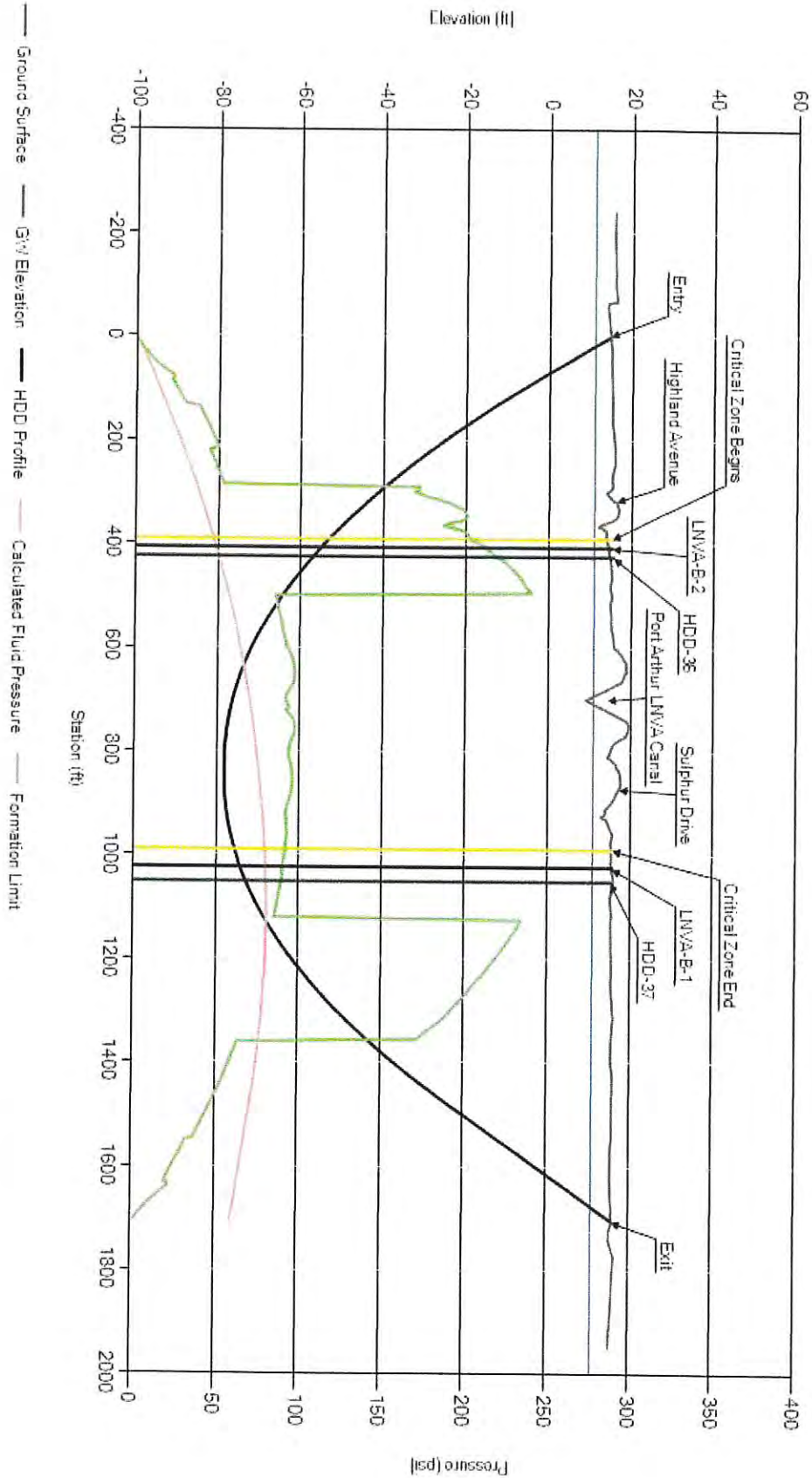
BCP-JE-068.900

DRAWING NO. 0

REV. 0

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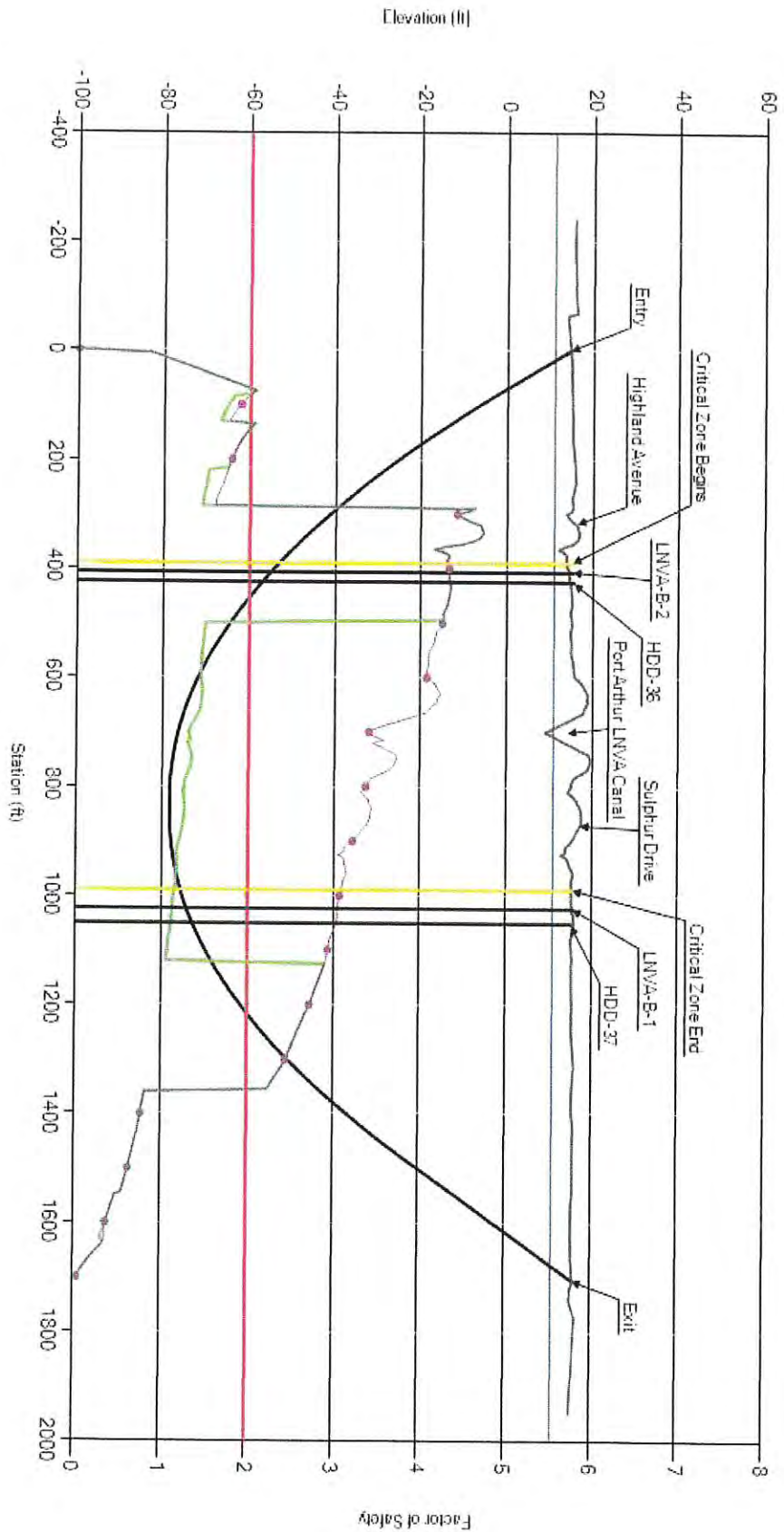


Crossing Length: 1,705.00 ft
Hole Diameter: 9.875 inches
Pipe Diameter: 5.5 inches
Drilling Fluid Weight: 9.5 lbs/gallon
Plastic Viscosity: 15 CP
Yield Point: 30 lbs/100 ft²

Estimated Formation Limit and Drilling Fluid Pressures (Entry to Exit) (Delft Eqn.)
Beaumont Connector Pipeline - Highland Avenue/Port Arthur Canal (LNVA) HDD



Figure 6



Crossing Length: 1,705.00 ft
Hole Diameter: 9.875 inches
Pipe Diameter: 5.5 inches
Drilling Fluid Weight: 9.5 lbs/gallon
Plastic Viscosity: 15 CP
Yield Point: 30 lbs/100 ft²

Hydraulic Fracture and Inadvertent Fluid Release Factors of Safety (Entry to Exit)
Beaumont Connector Pipeline - Highland Avenue/Port Arthur Canal (LNVA) HDD



Figure 7



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

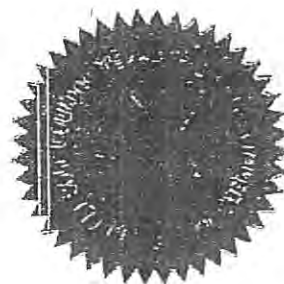
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

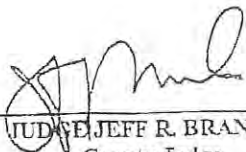
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that 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 Mobil Pipe Line Company

WHEREAS, Mobil Pipe Line Company (hereinafter "Company") intends to conduct Construction of 36" Crude Pipeline [describe operation], (hereinafter the "Project") at a site located on See attached List (county road name) located in Precinct No. 1 & 4; 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: [1st road name] and County [2nd road name]:

1. County Road Nolte Rd to _____,
2. County Road Highland Ave _____; and

See attached List

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

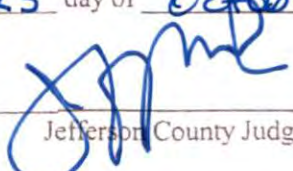
WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

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

1. Company may utilize County road _____ and County road _____ 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 _____, 20__ to a termination date of _____, 20___. 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 1 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: _____] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [\$ _____ 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 Superintendant for Precinct No. ____ of Jefferson County, Texas before transporting any equipment on County [road name: _____] 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 25 day of October, 2022



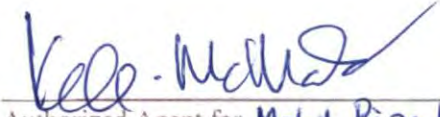
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 25 day of October, 2022

Attest:



Jefferson County Clerk



Authorized Agent for Mobil Pipe Line Company



THE STATE OF TEXAS,
 Harris
 COUNTY OF ~~JEFFERSON~~

§
§
§

I, JEFF HART a notary public, do hereby certify that on this 26 day of July, 2022, personally appeared before me Kelli McMahon, being by me first duly sworn, declared that he is the Authorized Agent of Mobil Pipeline Company 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 26 day of July, 2022



[Signature]
 Notary Public, State of Texas
 Notary's Typed/Printed Name JEFFREY Shawn Hart
 My commission expires 1/4/26

Exhibit 1

Estimate of Cost:

Length of [1st road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2nd road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

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

Foreman \$ 32 per hour x _____ hours = \$ _____

#32-35

Equipment Operator \$ 29 per hour x _____ hours = \$ _____Other \$ 27 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 \$ 120 Per Ton + \$ _____ per hour x _____ hours = \$ _____

#80-120

Asphalt \$ 120 Per Ton + \$ _____ per hour x _____ hours = \$ _____

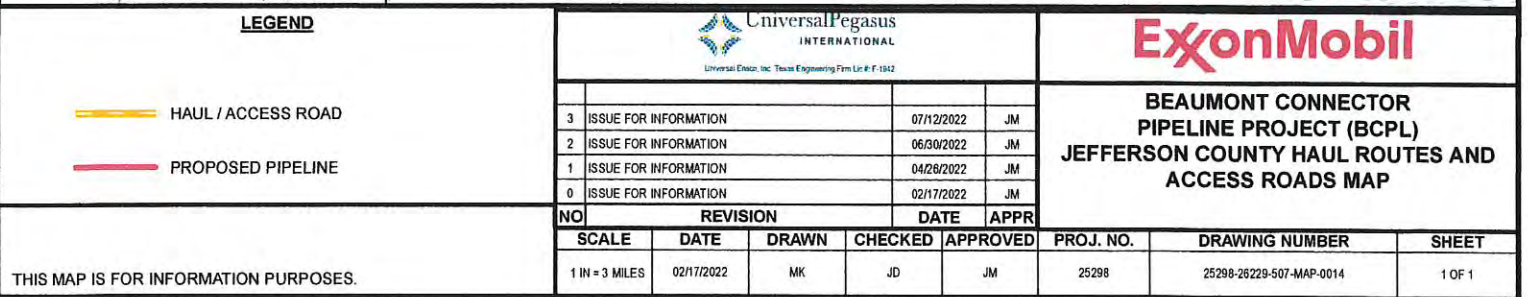
#80-120

Other at \$ 120 Per Ton + \$ _____ per hour x _____ hours = \$ _____

#80-120

Total for [1st road name] \$ Pct # 1 thru Pct #4

SEE ATTACHED LIST



Mobil Pipe Line Company
 Beaumont Connector Pipeline
 County Roads Utilized During Construction

Nolte Rd.	1.26 miles
Blair Rd.	1.85 miles
Paggi Rd.	1.20 miles
Thompson Rd.	3.91 miles
Mason Rd.	1.05 miles
McDermand Rd.	3.32 miles
McDermand Rd. valve site	.04 miles
Pine Island Levee Rd.	1.01 miles
Lawhon Rd.	2.02 miles
S. China Rd.	4.15 miles
Green Pond Gully Rd.	6.02 miles
Boyt Rd.	1.14 miles
Smith Rd.	2.86 miles
S. Pine Island Rd.	2.41 miles
Brooks Rd.	5.29 miles
Frint Dr.	1.98 miles
Frint Dr. MLV site	.04 miles
LaBelle Rd.	1.47 miles
Erie St.	2.44 miles
Erie St. valve site	.03 miles
Highland Ave.	.16 miles
Beaumont Trap Site	.10 miles
TOTAL MILES	43.75 miles

Please Return Approved Permits To:

Beaumont Connector Pipeline
Keith Hogan, Senior Right of Way Agent
Contract Land Staff
2209 St. Patrick Ln
Deer Park, TX 77536

Phone number prior and during construction:

352-267-7978

Keith.hogan@contractlandstaff.com



Jefferson County
1149 Pearl St.
Beaumont, TX 77701

Date July 28, 2022

RE: Mobil Pipe Line Company
Project # Beaumont Connector Pipeline
Tract # BCP-JE-040.000 & 040.300

Dear Jefferson County:

Mobil Pipe Line Company ("MPLCo") is engaged in the location and construction of a common carrier pipeline (the "Pipeline") in Jefferson County, Texas, for the transportation of crude oil and hazardous liquids.

During our meeting on July 28, 2022, the Permanent Easement Agreement, Memorandum of Permanent Easement Agreement, Certified Plat, Calculation Sheet, and Texas Landowner's Bill of Rights were provided to you.

The compensation MPLCo has offered for all impacts shown on the Certified Plat is \$201,503.00. MPLCo will be mailing you a formal initial offer letter approximately two weeks from the date of this letter.

Should you have any questions about the compensation offer, documents, or any other related matters, please do not hesitate to contact me at 352-267-7978.

Sincerely,

A handwritten signature in black ink that reads "Keith Hogan".

Keith Hogan

Contract Land Staff LLC

on behalf of MPLCo

**MOBIL PIPE LINE PROJECT
CALCULATION WORKSHEET**

Tract Number: BCP-JE-040.000 & BCP-JE-040.300 Date 10/13/2022
Landowner Name: Jefferson County, Texas

Permanent Easement & Temporary Workspace

ROW 0.46 (acres) X \$502,747.83 = \$231,264.00
TWS 0.91 (acres) X \$63,534.07 = \$57,816.00

TOTAL ROW COMPENSATION **\$289,080.00**

120.45 (rods) X \$2,400.00 = \$289,080.00
TOTAL ROD COMPENSATION COMPARISON **\$289,080.00**

Crop Damages: (Unit = tons, bushels, etc)

Crop Type: _____ Unit/Ac _____ X \$/Unit _____

	1st Year	100%	=	\$0.00
ACRES	2nd Year	60%	=	\$0.00
	3rd Year	30%	=	\$0.00

Total Crop Damages to be paid before construction **\$0.00**

Other Damages to be Calculated:

Describe: Temporary Access Road #1 (695.70 ft) (1,283 ft of TAR included in PE)
Temporary Access Road #2 (104.1 ft)

Calculate:	695.70	x	\$10.00	per	foot	=	\$6,957.00
Calculate:	104.10	x	\$10.00	per	foot	=	\$1,041.00

Total Other Damages **\$7,998.00**

Total Damages to be paid before construction **\$7,998.00**

Total Compensation **\$297,078.00**

AGENT: _____ DATE: _____

LANDOWNER: _____ DATE: _____

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

MEMORANDUM OF PERMANENT EASEMENT AGREEMENT

THIS MEMORANDUM OF PERMANENT EASEMENT AGREEMENT relates to that certain unrecorded Permanent Easement Agreement dated effective _____, 2022 by and between **Jefferson County, Texas**, whose address is 1149 Pearl Street, Beaumont, Texas 77701, (herein collectively referred to as "**Grantor**") and **Mobil Pipe Line Company, A Delaware company**, whose address is 22777 Springwoods Village Parkway, Spring, Texas 77389 (hereinafter referred to as "**Grantee**"), a non-exclusive right of way and easement (this "**Easement**").

1. Grantor and Grantee have entered into that certain Easement covering lands described as being property located in Jefferson County, Texas, being more particularly described as follows:

A 10-foot wide tract of a surveyed centerline, being located in Jefferson County, Texas. The centerline of such tract is 120.45 rods in length and is described and shown on the attached Exhibits "A" and "B" which is incorporated herein by reference.

The centerline of the Easement is depicted on Exhibits "A" and "B" and are hereinafter referred to as the "Easement Centerline".

The Easement shall be a maximum of ten (10) feet in total width. In addition, Grantee shall have the right to a temporary workspace easement as shown on Exhibits "A" and "B" for the purpose of accommodating the construction and laying of the pipeline ("Temporary Pipeline Workspace"). The location of the Temporary Pipeline Workspace is generally shown on Exhibits "A" and "B". The easement in and to the Temporary Pipeline Workspace terminates at such time as the pipeline has been laid and constructed.

Said Easement has been duly executed by Grantor and Grantee, but has not been filed of record in the Official Public Records of Jefferson County, Texas.

2. The Easement restricts Grantee's use of the land to those functions necessary and directly connected with the installation, maintenance and operation of Grantee's oil pipeline on Grantor's property, together with the right of ingress and egress to and from said right of way and easement for the purposes stated therein.

3. The referenced Easement contains other terms and provisions not herein set forth but incorporated by reference herein for all purposes. This Memorandum is executed for the purposes of placing all parties dealing with the land, or with the improvements constructed on said land, on notice of the existence of the referenced Easement. This memorandum does not alter, change, modify or add to the terms of such Easement.

Tract #BCP-JE-040.000 & BCP-JE-040.300

4. This instrument may be executed by GRANTOR and GRANTEE in any number of counterparts, each of which will be deemed an original instrument, but all of which will constitute one and the same instrument.

GRANTOR:

JEFFERSON COUNTY, TEXAS

By (Signature): _____

Name (Print): _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the _____ for Jefferson County, Texas, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2022.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

My Commission Expires: _____

Tract #BCP-JE-040.000 & BCP-JE-040.300

GRANTEE:

MOBIL PIPE LINE COMPANY

By (Signature): Kelli McMahon
Name (Print): Kelli McMahon
Title: Agent and Attorney-in-Fact

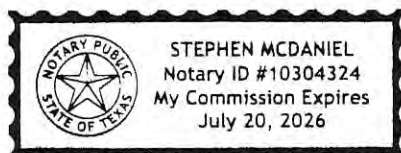
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Kelli McMahon, known to me to be the Agent and Attorney-in-Fact for Mobil Pipe Line Company, and acknowledged to me that she executed the same for the purposes and consideration therein expressed on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of October, 2022.



Stephen McDaniel
Notary Public in and for the State of Texas

STEPHEN MCDANIEL
(Print Name of Notary Public Here)

My Commission Expires: 7/20/2026

Tract #BCP-JE-040.000 & BCP-JE-040.300

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), is by and between **Jefferson County, Texas**, whose address is 1149 Pearl Street, Beaumont, Texas 77701-3638 (hereinafter referred to as "Grantor", whether one or more), and **Mobil Pipe Line Company, a Delaware corporation**, with offices at 22777 Springwoods Village Parkway, Spring, Texas 77389 and mailing address for all correspondence to, Attn: Right of Way & Claim Dept., and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a permanent easement, a maximum width not to exceed ten feet (10'), in order to, among other rights described below, construct, operate and maintain a maximum of one (1) pipeline, with a maximum diameter as initially installed and excluding protective coating and wrapping, not to exceed thirty-six inches (36") (the "Pipeline"), along with and including Authorized Appurtenances, as that term is defined hereinafter, in, over, through, across, under, and along land owned by Grantor, said easement route generally shown or described on Exhibits "A" and "B" attached hereto ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee non-exclusive temporary workspace and additional temporary workspace, if any, as generally described in Exhibits "A" and "B" attached hereto, in order to construct the Pipeline and Authorized Appurtenances in, over, through, across, under, and along the property and to restore the property as required under this Agreement (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" collectively referred to as the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement on Grantor's property. However, if Grantee has completed its use of the Temporary Construction Easement prior to the expiration of said period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the use and purpose of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline and Authorized Appurtenances within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline and Authorized Appurtenances, and the transportation of natural gas, gas liquids, liquified minerals, oil, oil products, crude petroleum, or other mineral solutions and byproducts thereof, including, but not limited to, liquified minerals extracted, separated and/or processed from natural gas, oil and/or condensate, including liquified petroleum gas (commonly referred to as "y-grade") and natural gas liquids (collectively, the "Substances").

2. Grantee's rights under this Agreement are non-exclusive.
3. Grantee agrees that, during the construction of the Pipeline, Grantee will bury its pipeline to provide a minimum cover of forty-eight inches (48").
4. Grantee shall not double ditch areas of the Permanent Easement that are installed by boring or horizontal directional drilling.
5. Grantee shall have the right of ingress, egress, entry and access on, to, over, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Appurtenances or the exercise by Grantee of the rights granted to it by this Agreement, and as described in the Exhibit. Grantee shall not have the right to grant a third-party access to the Easements for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Appurtenances.
6. Grantee shall have the right to select the exact location of the Easements on Grantor's property, provided that after installation of the Pipeline, the location of the Permanent Easement shall be fifteen to twenty-five feet (15-25') on each side of the as-built centerline of the Pipeline. Grantor grants unto Grantee the right to amend this Agreement by substituting Exhibits "A" and "B" with new Exhibits "A" and "B" depicting the as-built location of the Pipeline and Easements. Grantor agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If Grantee requires additional work space and/or easement or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to Grantor on a pro rata basis. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.
7. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, and any monetary damages arising from the construction and installation of the Pipeline, including, but not limited to, damage to vegetation (grass, crops, trees, shrubs, *etc.*) and income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments. The initial consideration does not, however, include damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Pipeline after initial construction and installation of the Pipeline. Grantor has the right to actual monetary damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Pipeline after initial construction and installation of the Pipeline. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.
8. Grantee shall have the right to remove, cut, use, repair, and replace any gates or fences that cross the Easements. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder

of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at Grantee's sole option replaced with: (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same; or (ii) a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. In the event Grantee does not repair and/or restore the fences or gates, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for any damage caused by Grantee to the gates and fences. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, and Grantor and Grantee shall each be entitled to maintain their own lock in any such gate, such that Grantor and Grantee shall each have the right of free passage through any such gates.

9. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct or place any temporary or permanent building or site improvements; (2) drill or operate any well on the Easements but a well can be directionally drilled under the Easements subject to the terms of Paragraph 11; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements. Grantor, Grantor's heirs, successors and assigns shall have the right, after prior written notice to Grantee and review and approval by Grantee thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline over and across the Permanent Easement, provided that all of Grantee's required and applicable spacing and crossing guidelines, including, without limitation, depth separation limits and other protective requirements are met by Grantor. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole risk and expense of Grantor. Grantor shall promptly reimburse Grantee for any expenses or costs related thereto. Grantor further agrees that it will not hereafter interfere in any manner with the purposes for which the Easements are conveyed, and that Grantee shall have the right to remove any improvement, facility or structure that interferes with the purposes for which this Agreement is granted and which is installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, without liability to Grantor for damages.

10. Grantee, has the right, to mow, trim, cut down, or eliminate any trees or shrubbery from the Easements and, thereafter, from time to time, remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements (the Temporary Construction Easement only while in effect) which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation and maintenance of the Pipeline and Authorized Appurtenances. All trees and brush removed during construction and other debris

generated during construction shall be burned and/or chipped and spread on the Easements or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

11. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of oil, gas, and other minerals on the Easements, but it will be permitted to extract the oil, gas, and other minerals from and under the Easements by directional drilling and other means, provided the drill bit enters the Easements at a subsurface depth of twenty feet (20') or deeper and so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

12. Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline and Authorized Appurtenances.

13. Grantee will restore the Easements and Grantor's remaining property, if any, used by Grantee to as near to original condition as is reasonably practicable and will maintain the Easements in a manner consistent with the purposes for which the Easements will be used by Grantee, including, but not limited to, the removal of all construction debris upon completion of installation and construction of the Pipeline and Authorized Appurtenances, and clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. In the event Grantee does not restore the Easements and Grantor's remaining property, if any, used by Grantee, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for actual monetary damages incurred by Grantor that arise from damage to the Easements and/or Grantor's remaining property, if any, caused by Grantee.

14. Grantee shall not, without the express written consent of Grantor, use the Easements for any purpose other than a use stated in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

15. Grantee shall have the right under this Agreement to install, maintain, and/or operate pipeline-related appurtenances including, below-ground pipes, meters, valves, electric facilities, communication facilities and any other equipment or facilities that may be necessary or desirable in connection with the Pipeline, and above-and below-ground pipeline markers, vents, and cathodic protection and alternating current mitigation equipment and facilities (generally including cathodic protection test leads, gradient control matting, grounding systems, rectifiers, electric lines, electric meters, junction boxes, power supplies, anodes, decouplers, wires, ribbons, poles, and ground beds) (collectively, the "Authorized Appurtenances"). Grantee shall have the right to place the above-ground Authorized Appurtenances at the junction of the Permanent Easement and fence lines, property lines, electric transmission lines, pipeline crossings, river or creek crossings,

road crossings, any other location required by applicable law, regulation, or rule, and/or as may be determined necessary by Grantee.

16. Grantee shall maintain at all times while it uses the Easements, including during construction and operations on the Easements, commercial liability insurance, issued by an insurer authorized to issue liability insurance in this State, or self-insurance, insuring the Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of the Grantee or Grantee's agents or contractors.

17. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

18. Grantee shall have the right to assign its interests under this Agreement in whole or in part, in which event Grantor acknowledges and agrees that assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment. In the event Grantee assigns its interests under this Agreement in whole or part to another entity, Grantee shall provide Grantor written notice of the assignment at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property; provided, however, Grantee is not required to provide Grantor written notice if the assignment is to an affiliate or successor through merger, consolidation, or other sale or transfer of all or substantially all of Grantee's assets and business.

19. Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

20. GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. **GRANTEE INDEMNIFIES AND HOLDS GRANTOR HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.**

21. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY

DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT), and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

22. Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor's property:

(if this paragraph is left blank, then Grantor represents there are no such persons or entities).

23. It is agreed that neither this Agreement nor any amendment thereto will be filed in any public records. In lieu of filing this Agreement of record, Grantor and Grantee agree that a Memorandum of this Agreement (the "Memorandum"), making appropriate reference hereto, shall be filed for record in the county in which the property is located. In the event Grantee amends this Agreement pursuant to Paragraph 6 herein, Grantor grants unto Grantee the right to file of record an Amendment of Memorandum, signed and acknowledged by Grantee, describing or depicting the as-built location of the Pipeline and Easements (the "Amendment to Memorandum") and to record same in the appropriate real property records. In the event of any conflict between this Agreement and the Memorandum or Amendment to Memorandum, the provisions of the Amendment to Memorandum shall control.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions, and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors, and assigns.

EXECUTED this ____ day of _____, 2022.

[remainder of page intentionally blank]

GRANTOR:

JEFFERSON COUNTY, TEXAS

By (Signature): _____

Name (Print): _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

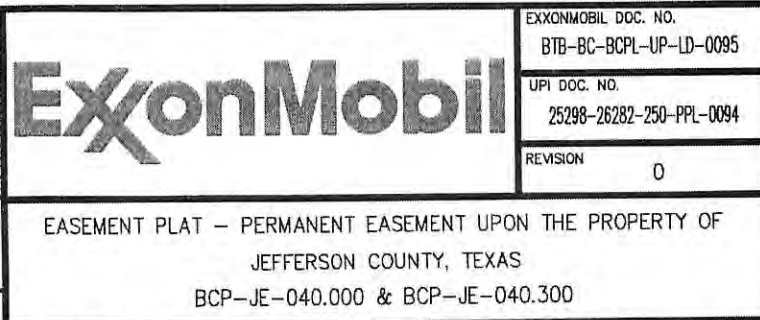
BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the _____ for Jefferson County, Texas, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2022.

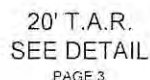
Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

My Commission Expires: _____

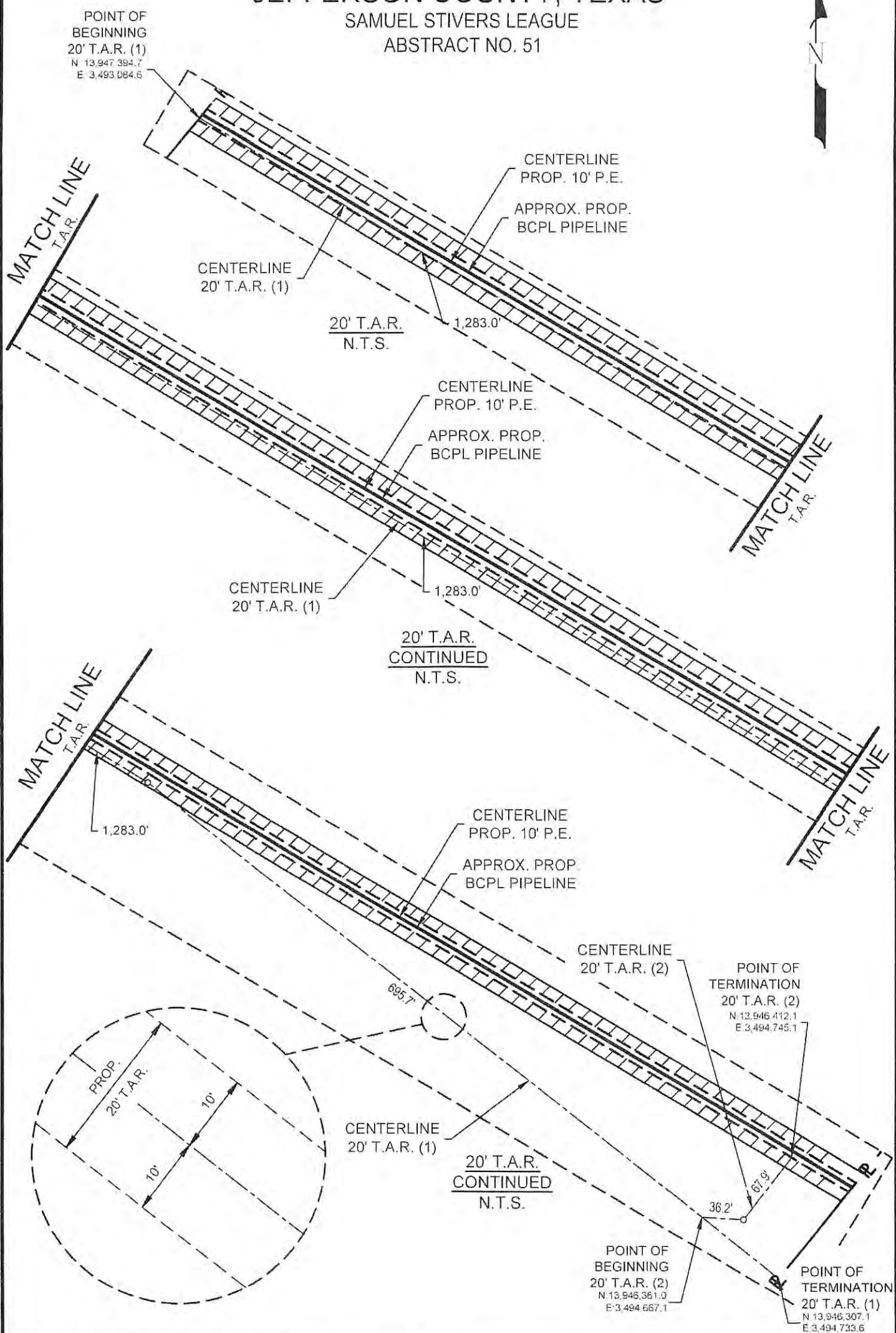


ABSTRACT NO. 51



	EXXONMOBIL DOC. NO. BTB-BC-BCPL-UP-LD-0095
	UPI DOC. NO. 25298-26282-250-PPL-0094
	REVISION 0

EXHIBIT "A"
JEFFERSON COUNTY, TEXAS
SAMUEL STIVERS LEAGUE
ABSTRACT NO. 51



REV	DWN	CHKD	DATE	SCALE: AS SHOWN	DATE	EXXONMOBIL	EXXONMOBIL DOC. NO. BTB-BC-BCPL-UP-LD-0095
				DWN BY: BNN	02/09/22		UPI DOC. NO. 25298-26282-250-PPL-0094
				CHKD BY: MD	02/09/22		
				FINAL CK: DH	02/09/22		
				ENGR.: JL	02/17/22		
				APPRV: DH	02/17/22		REVISION 0
				PROJECT NAME		EASEMENT PLAT – PERMANENT EASEMENT UPON THE PROPERTY OF JEFFERSON COUNTY, TEXAS BCP-JE-040.000 & BCP-JE-040.300	
				BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)			
0	LG	PC	03/16/2022				
PREPARED BY: UNIVERSAL ENSCO, INC.				PROJECT NUMBER: 25298			

EXHIBIT "B"

DESCRIPTION OF A TEN (10) FEET WIDE PERMANENT EASEMENT, SITUATED IN THE SAMUEL STIVERS LEAGUE, ABSTRACT NO. 51, OF JEFFERSON COUNTY, TEXAS, AND BEING UPON, OVER, THROUGH AND ACROSS A CALLED 171.163 ACRES TRACT OF LAND AND A CALLED 37.684 ACRES TRACT OF LAND, IN THE NAME OF JEFFERSON COUNTY, TEXAS, AS RECORDED IN COUNTY CLERK'S FILE NUMBER (C.C.F.N.) 2000004838 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (O.P.R.J.C.T), REFERRED TO HEREIN AFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID TEN (10) FEET WIDE PERMANENT EASEMENT BEING SITUATED FIVE (5) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, THE SIDELINES OF SAID PERMANENT EASEMENT BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, BEING MORE PARTICULARLY DEPICTED BY THE ACCOMPANYING PLAT, AND DESCRIBED AS FOLLOWS, WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83), US SURVEY FEET, AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY PERFORMED BY UNIVERSAL ENSCO, INC., IN OCTOBER 2021;

COMMENCING at a TxDOT concrete monument found on the Northwest line of the above referenced tract of land, same being the Southeast line of Interstate Highway 10;

THENCE South 39°08'17" West, along said Northwest line of the above referenced tract of land, same being said Southeast line of Interstate Highway 10, a distance of 147.8 feet to the **POINT OF BEGINNING** of the herein described centerline, having coordinates of North 13,947,397.4 and East 3,493,086.7;

THENCE South 59°26'03" East, through and across the above referenced tract of land, a distance of 1,987.5 feet to the **POINT OF TERMINATION** of the herein described centerline, having coordinates of North 13,946,386.6 and East 3,494,798.1, being on the Southeast line of the above referenced tract of land, same being on the Northwest line the BNSF Railroad, from which a one-half (1/2) inch iron rod with cap stamped "RPLS 2394" found for the Southerly most Northeast corner of the above referenced tract bears North 39°01'44" East, a distance of 2,952.0 feet, said centerline having a total length of 1,987.5 feet (120.45 rods), said Permanent Easement containing 0.46 acre of land, more or less.

TEMPORARY WORKSPACES

Being two (2) temporary workspaces as shown on the accompanying drawing containing 0.91 acre of land, more or less.

TEMPORARY ACCESS ROAD NO. 1

Being a twenty (20) feet wide temporary access road as shown on the accompanying drawing having a total length of 1,978.7 feet (119.92 rods) and containing 0.91 acre of land, more or less.

TEMPORARY ACCESS ROAD NO. 2

Being a twenty (20) feet wide temporary access road as shown on the accompanying drawing having a total length of 104.1 feet (6.31 rods) and containing 0.05 acre of land, more or less.

This description is provided with an accompanying drawing labeled "Exhibit A" and attached hereto.

10/4/2022
Application Date

220510345478
State Permit Number
(If Applicable)



05-OW-22
Permit Number

4
Precinct Number

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Kinder Morgan Texas Pipeline LLC Phone Number: 713-855-3135

Business Address: 1001 Louisiana St. Ste 1000 Houston, Texas 77002

Local Representative: Nathaniel Crea

Description of Work/Type/Location: Utilizing route to haul in equipment & material to perform a hydro reasement with water on existing pipeline.

Description of Route: Exiting off Highway 69 and heading South on Erie St. for .95 miles and turning west into the work site location.

Bond Number: 30166950 Bond Amount: \$110,000.00

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) _____

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.

Kinder Morgan Texas Pipeline LLC
Business Name

1001 Louisiana St., Ste 1000
Mailing Address
Houston, Texas 77002

Nathaniel Crea, Land Row Manager
Representative Name and Title

[Signature]
Representative Signature and Date

Jefferson County
[Signature]
County Engineer

Natale Roberts
Precinct Superintendent
Executive Assistant

[Signature]
Engineering Specialist



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

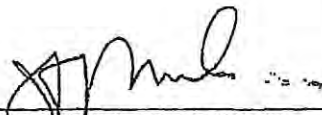
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that 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

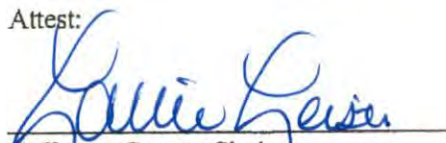
4. Company shall provide a surety bond in the sum of [\$ 110,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners 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 Superintendant for Precinct No. 4 of Jefferson County, Texas before transporting any equipment on County [road name: Erie and County [2nd road name: Erie St.] 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.

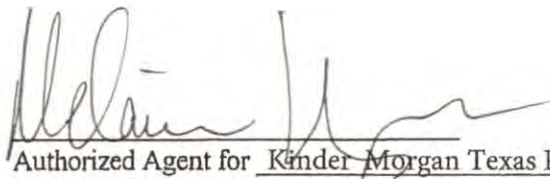
Agreed and executed this _____ day of _____, _____


Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 25 day of OCTOBER, 2022

Attest:


Jefferson County Clerk


Authorized Agent for Kinder Morgan Texas Pipeline LLC



THE STATE OF TEXAS,

§
§
§

COUNTY OF HARRIS
Mario Antonio

I, Cuellar Herreg a notary public, do hereby certify that on this 6th day of October, 2024, personally appeared before me Melanie Vazquez, being by me first duly sworn, declared that he is the Attorney in Fact of YMP LLC 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 6th day of October, 2024.



[Signature]

Notary Public, State of Texas
Notary's Typed/Printed Name Mario Antonio Cuellar Herrera
My commission expires 07-26-2024

Exhibit 1

Estimate of Cost:

Length of [Erie St]: 0.95 Miles

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2nd road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

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

Foreman \$ 35 per hour x _____ hours = \$ _____Equipment Operator \$ 32 per hour x _____ hours = \$ _____Other \$ 26 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 \$ 85 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 [1st road name] \$ _____

PERMIT PERFORMANCE BONDBond No. 30166950

KNOW ALL MEN BY THESE PRESENTS, that we, Kinder Morgan Tejas Pipeline, LLC, 1001 Louisiana St., Ste 1000, Houston, TX 77002, as Principal, and Western Surety Company, licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County Commissioner's Court, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701 (Obligee), in the penal sum of On Hundred Ten Thousand and No/100 Dollars (\$110,000.00), lawful money of the United State of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained a permit from the Obligee to work within the public right-of-way as indicated on the permit. Overweight Vehicle Permit utilizing route exiting off Highway 69 and heading South on Erie St. for 0.95 miles and turning west into the work site location.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the Obligee. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 7th day of October, 2022, and may be terminated by thirty (30) days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 7th day of October, 2022.

Witness Gloria Burkes
Gloria Burkes

Kinder Morgan Tejas Pipeline, LLC
(Principal)

By Chris Graeter
Chris Graeter, Vice President

Western Surety Company
(Surety)

Witness Steph Moore Harold
Stephanie Moore Harold

By Vickie Lacy
Vickie Lacy, Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of January, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

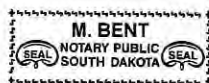
State of South Dakota
County of Minnehaha

} ss

On this 26th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of October, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Erie St. Access Route

Exxon Mobil Leased Line-Hydrotest-Jefferson Co., TX



Google Earth

Erie St

Equip Coat

Access to Locked Gate

Start Hydro
Set Up Flare

1000 ft



- Haul in 8 empty frac tanks
- Haul in trailer with mats in order to mat the temporary workspace area around the site. Full load of composite mats approximately 44,000 lbs.
- Utilize water trucks to haul in water to fill frac tanks. Water trucks hold 140 barrels. Weight of water 8.34 lbs/Gal. Water weight if full approximately 49,000 lbs.
- Company ¾ ton pickup trucks with tools
- Mini excavator utilized for lifting heavier objects onsite. Weighs approximately 30,000 lb

PERMIT PERFORMANCE BONDBond No. 30166950

KNOW ALL MEN BY THESE PRESENTS, that we, Kinder Morgan Tejas Pipeline, LLC, 1001 Louisiana St., Ste 1000, Houston, TX 77002, as Principal, and Western Surety Company, licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County Commissioner's Court, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701 (Obligee), in the penal sum of On Hundred Ten Thousand and No/100 Dollars (\$110,000.00), lawful money of the United State of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained a permit from the Obligee to work within the public right-of-way as indicated on the permit. Overweight Vehicle Permit utilizing route exiting off Highway 69 and heading South on Erie St. for 0.95 miles and turning west into the work site location.

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Sealed with our seals and dated this 7th day of October, 2022.

Witness Gloria Burkes
Gloria Burkes

Kinder Morgan Tejas Pipeline, LLC
(Principal)

By Chris Graeter
Chris Graeter, Vice President

Western Surety Company
(Surety)

Witness Stephanie Moore Harold
Stephanie Moore Harold

By Vickie Lacy
Vickie Lacy, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of January, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

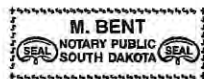
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of October, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



REMANINDER OF DOUGLET'S DIAMOND "D" RANCH, LTD. CALLED 385.53 ACRES CCF No. 2020018894 OPRJCT

Line Table

Line #	Direction	Length
1	S27°14'00"E	33.47'
12	N40°32'00"E	21.22'
13	N00°42'00"W	30.90'

Curve Table

Curve #	Radius	Curve Bearing	Station	Length	Chord
C1	50.00'	S47°14'00"E	40.22	41.02	139°10'14"
C2	60.00'	S08°12'00"W	45.15	45.39	104°12'21"
C3	60.00'	S08°12'00"W	45.39	45.34	104°12'04"
C4	60.00'	N02°10'00"E	45.39	45.34	04°12'04"
C5	60.00'	S00°10'00"E	45.39	45.34	04°12'04"
C6	60.00'	N00°10'00"E	45.39	45.34	04°12'04"
C7	60.00'	N02°10'00"E	45.39	45.34	04°12'04"



- NOTES:**
- ALL UTILITY EASEMENTS SHOWN HEREON HERETOBY GRANT THE RIGHT TO TOWN OF JEFFERSON, TEXAS AND SHOWN LOCATED IN THE PROPERTY BELONGING TO OR BEING A PART OF THIS ADDITION.
 - JEFFERSON COUNTY REQUIRES CONSTRUCTION OF ALL OCCUPIED STRUCTURES TO HAVE MINIMUM FIRST FLOOR ELEVATION THAT IS ONE (1) FOOT ABOVE THE BFE (BASE FLOOD ELEVATION). NG = DENOTES NATURAL GROUND ELEVATION OF LOT ON FINAL PLAN.
 - JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE ADEQUACY OF SUD LOT SIZES AND OR LOT DIMENSIONS FOR SUITABILITY OF COMPLIANCE WITH USED REGULATIONS FOR ON SITE SEWAGE TREATMENT FACILITIES.
 - ALL BEARINGS INDICATED HEREON ARE BASED ON THE STATE PLANE COORDINATE VALUES - SOUTH CENTRAL ZONE 4254.
 - INSTALLATION OF DRIVEWAYS SHALL BE COORDINATED WITH JEFFERSON COUNTY PREDEST OFFICE.
 - NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
 - BENCHMARK # 1 IS IN THE NORTH BOLT IN THE TOP FLANGE OF FIRE HYDRANT NEAR THE WEST RIGHT-OF-WAY LINE OF DOUGLAS DRIVE (A PUBLIC HIGHWAY) IN DOUGLET'S HIGHLAND VILLAGE, PHASE 1B. N 13,950,825.57 AND E 3,421,823.81' ELEVATION = 42.32'
 - BENCHMARK # 2 IS IN THE NORTH BOLT IN THE TOP FLANGE OF FIRE HYDRANT NEAR THE WEST RIGHT-OF-WAY LINE OF CAMPBELL DRIVE (A PUBLIC HIGHWAY) IN DOUGLET'S HIGHLAND VILLAGE, PHASE 1B. N 13,950,845.37 AND E 3,421,823.81' ELEVATION = 42.82'
 - THE UNDESIGNED SURVEY DOES NOT WARRANT THE ACCURACY OF PROPOSED ROAD, WASTEWATER TREATMENT DATA, OR OTHER ENGINEERING DATA HEREON.
 - ALL LINES ARE NOT ALLOWED TO GO OFF STREETS.
 - ALL SIDE YARD SETBACKS SHALL BE 5 FEET.

LEGEND
 P.O.B. - POINT OF BEGINNING
 1/2" CAPPED IRON ROD FOUND T&S 409 832-7238*
 UNLESS OTHERWISE NOTED
 OPRJCT - OFFICIAL PUBLIC RECORDS JEFFERSON COUNTY TEXAS
 NG - NATURAL GROUND

A FINAL PLAT of **Doquet's Highland Village Phase 1B**

**BLOCK 1, LOTS 1-12
 BLOCK 2, LOTS 1-26
 BLOCK 4, LOTS 1 - 9**
 BEING A 12.249 ACRE SUBDIVISION
 OUT OF A 385.53 ACRE TRACT
 RECORDED IN
 CCF No. 2020018894 OPRJCT
 IN THE
 ALEXANDER HORTON SURVEY, A-29
 JEFFERSON COUNTY, TEXAS BEING
 DEVELOPED BY: DOQUET'S DIAMOND
 "D" RANCH, LTD.
 OCTOBER 2022

Fittz & Shipman
 INC.
 Consulting Engineers and Land Surveyors
 1405 CORNERSTONE COURT, BEAUMONT, TEXAS
 (409) 832-7238 FAX (409) 832-7383
 TBL.P.C. FROM #1160 • T.L.S. FROM #100186

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES
FOR THE EDUCATION OF NURSING, AND HEALTH
EDUCATION STUDENTS

between

LAMAR UNIVERSITY

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

CONTENT

I. AGREEMENT

II. UNIVERSITY RESPONSIBILITY

III. CLINICAL AFFILIATE RESPONSIBILITY

IV. TERMS OF AGREEMENT

AFFILIATION AGREEMENT
between
LAMAR UNIVERSITY HEALTH-EDUCATION DEPARTMENT
and
JEFFERSON COUNTY HEALTH AND WELFARE

This AGREEMENT ("Agreement") is made and entered into by and between ~~Lamar University, ("University"), an institution of higher education and component of the by a member of the Texas State University System~~ with an office located at ~~4400 MLK Blvd, Beaumont, TX 77710~~ and Jefferson County Public Health Department, ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of nursing students and health education students, the parties agree as follows:

1. It is mutually agreed by the Clinical Affiliate and the University that the educational program and curricula of the University is and shall be the responsibility of, and shall be carried out under the direction of personnel of the University. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the University and student in such training.
2. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.
3. It is mutually agreed that clinical experiences for students/ interns enrolled in programs in the nursing, pharmacy and health education programs of the University will be provided at the Clinical Affiliate and the University will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.
4. It is mutually agreed that University faculty will select and assign students/interns for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The University shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the University will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.
5. It is mutually agreed that the University does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.
6. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the University and the Clinical Affiliate. The University shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The University will be responsible for all final assessments of each student's clinical and academic performance and the

assignment of final grades.

7. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or University.
8. It is mutually agreed that representatives of the University and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.
9. It is mutually agreed that the University will comply with all regulatory and accreditation agency standards.
10. In the event an intern or University member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the intern, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the University of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the University and for student that the University and student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The University agrees that it will, without any limitation, be responsible for all costs of health care for any student which are not covered by any intern's personal health insurance and the University. The University will provide the Clinical Affiliate evidence of appropriate insurance coverage during each rotation.
11. The parties agree that the sole purpose of this agreement is to facilitate learning for the interns and that the Clinical Affiliate is volunteering to participate in this program and that the interns will occupy the status of "licensee" as that term is interpreted by Texas law. The interns participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

To any out these general areas of agreement, The University is responsible for, and agrees to:

1. Protect the health and safety of all parties by:
 - a. Requiring intern liability insurance coverage at no cost to the Clinical Affiliate;
 - b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
 - c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
 - d. Providing, or otherwise arranging for, faculty and intern orientation to the Clinical Affiliate, its major policies, rules and regulations.
 - e. Adequately indoctrinate interns to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.
2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for interns prior to each semester. The University representative will provide parties with:
 - a. Names of students;
 - b. Name(s) of faculty;
 - c. Dates, days, times of clinical practice periods as previously agreed upon (in 1,6).
3. Assist with or contribute to Clinical Affiliate educational activities when requested.
4. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.
5. The individual intern is responsible for equipment damaged or broken due to the student's negligence.
6. University shall require all interns, faculty, employees, agents, and representatives of Institute participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
7. To the extent permitted by Texas law, each party agrees to indemnify and hold harmless the other from the negligent acts of its own employees, and agents. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this agreement, the terms of this paragraph shall control.

~~Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.~~

~~8. It is further understood and agreed that the students, faculty and University shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the University and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.~~

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the University program for the purpose of clinical education of interns.
2. Provide, to the extent reasonable, conference rooms for intern education, office space for faculty, and locker rooms or other secure space for faculty and interns to store coats, books, etc., while on duty.
3. Allow interns and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.

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4. Charge no fees for clinical laboratory practice.
5. Legal responsibility for the performance of interns during the program shall be and remain solely with intern, Faculty and University and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any intern for any services rendered by the intern during this training.

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DISPUTE RESOLUTION

If a dispute, or controversy, or claim arises out of or relates to this Agreement, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code. Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of October 1, 2022, through September 30, 2023. This agreement may be renewed for another term if both parties agree in writing.

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Page 7 of 8

Lamar University

By: _____ Date: _____

Title: _____ Provost & VP for Academic Affairs

GCU

By: _____
Title: ~~Dean & Professor~~ CONHCP
Date: _____

Jefferson County Public Health Department

By: _____ Date: _____

Dr. Ezea Ede, Public Health Director
Jefferson County Public Health Department
1295 Pearl St.
Beaumont, TX 77701

Jefferson County

Jeff R. Branick, County Judge

Date: _____

Student

Date: _____

Page 7 of 8

Lamar University

By: _____ Date: _____

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By: _____
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Jefferson County Public Health Department

By: _____ Date: _____

Dr. Ezea Ede, Public Health Director
 Jefferson County Public Health Department
 1295 Pearl St.
 Beaumont, TX 77701

Jefferson County

Jeff R. Branick, County Judge

Date: 10-25-2022

Date: _____

Student

ATTEST Laurie Leise

DATE 10-25-2022



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Page 7 of 7

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**RE: Jefferson County– Taylor's Bayou Channel Improvements Federal Award B-17-DM-48-0001/20-065-121-C408
Letter of Reevaluation of the Environmental Review and Authority to Use Grant Funds dated May 23, 2022, to be kept on File**

Dear Sirs:

Jefferson County is submitting this letter to the file to reevaluate proposed changes to the project known as Taylor's Bayou Channel Improvements. The current project description remains unchanged.

This letter is in response to a change in the project activities wherein the County has selected an alternative not in the original finding of the environmental review of project activities for the channel improvements and replacement of Taylor's Bayou Bridge located at State Highway 124, Beaumont, TX.

This letter further supports that the original environmental review remains intact and is in accordance with HUD regulations under **24 CFR 58.47** associated with the reevaluation of an approved project. The following three possible reasons are used to support reevaluating a project.

1. The recipient proposes substantial changes in the nature, magnitude or extent of the project, including adding new activities not anticipated in the original scope of the project;
2. There are new circumstances and environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity which is proposed to be continued; or
3. The recipient proposes the selection of an alternative not in the original finding.

The County presents this letter because of item #3 wherein "the recipient proposes the selection of an alternative not in the original finding". The original review included a review of an alternative to replace the bridge which was not selected due to primarily to expense.

Hence, the justification for this selection is that the replacing the bridge versus significant modifications to the existing bridge includes: 1) additional TXDOT funding to facilitate full bridge replacement, 2) bridge replacement causes less impact on commuters due to ability to better control routes during construction; 3) provides a safer approach for construction by ensuring stability of the bridge; and 4) is consistent with the environmental factors of the original review.

Regarding the overall changes to the construction plans, re-consultation with the Texas Historical Commission and approval occurred as a part of routine processes. However, because the proposed construction changes are within the original footprint of the ERR clearance area, other consultations were not conducted. More specifically no historic properties are affected or present

and no significant adverse impacts to rare, threatened or endangered species, or other fish and wildlife resources are anticipated, no change to impact for coastal management zones, no additional impacts to wetlands or floodplain.

Other information added to the supporting documentation is the testing for asbestos containing materials which reflected no impact. In addition, the updated USACE permit which provides a time extension of five years is attached hereto.

Hence continued compliance with 24 CFR 50.4, 58.5 and 58.6 Laws and Authorities is expected. See the attached checklist used for reevaluation and attachments reflecting that no changes have occurred. Also provided is a summary document that describes the potential impacts for the proposed changes in scope.

Mitigation factors included in the original evaluation remain unchanged. The County provides the following summary in support of reaffirming the original environmental review record findings:

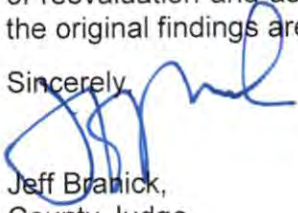
- There are no compliance issues with comprehensive plans or negative urban impact is anticipated.
- **Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402** – the proposed changes to construction activities represent no significant adverse impacts to rare, threatened or endangered species, or other fish and wildlife resources are anticipated as no additional or altered construction activities are consistent with potential impact. The USACE permitted site provides a partial basis for this review and no changes have occurred from the original scope of drainage improvements expected at Taylor's Bayou bridge.
- **Historic Preservation – National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800** - no additional historic properties are affected or present. However, a mitigating factor noted by the Texas Historic Commission consultation response included that if buried cultural materials are encountered during construction or disturbance activities, work should cease in the immediate area and contact should be made to THC. In addition, the project was resubmitted to THC for review on September 12, 2022, and approval was received October 7, 2022. Considering no additional ground disturbance and the project description has not been altered from the original review, the project was not submitted to the tribal communities for an updated project.
- **Wetlands Protection Executive Order 11990, particularly sections 2 and 5** - no additional wetland impact is expected as the activities will not expand previous stated impact to wetland areas. The USACE permitted site provides the basis for this review and no changes have occurred from the original scope of drainage improvements expected at Taylor's Bayou bridge.
- **Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR - Part 55** No additional impact to the 100-year floodplain is expected as the project area is not located within the 100-year floodplain. The USACE permitted site provides the partial basis for this review and no changes have occurred from the original scope of drainage improvements expected at Taylor's Bayou bridge.

- **Transportation & Accessibility** – The project will provide continued safe access to and from the area for all residents and emergency services. An altered traffic detour is planned that will be constructed adjacent to the existing bridge within the existing ROW. No additional impact is expected. No environmental justice issues are expected, and the roadway will remain open during construction.

General location maps and other maps created during the original ERR remain intact at the existing project boundaries. Engineering has been altered to reflect a new bridge replacement in plans. See Attached documents.

The environmental review record is being updated with the information provided through this letter of reevaluation and as signature authority for the responsible entity Jefferson County, I confirm the original findings are still valid.

Sincerely,



Jeff Branick,
County Judge

cc:

Enc: Environmental Assessment Checklist dated 10/20/22 and Attachments
Reevaluation Checklist & Project Comparison Table
USACE – SWG-2010-00198 Permit Extension Approval
Existing Mitigation Measures for Continued Use
Engineering Exhibit Map