

Special, 2/24/2026 10:30:00 AM

BE IT REMEMBERED that on February 24, 2026, 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 Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
February 24, 2026

Jeff R. Branick, County Judge
Brandon Willis, Commissioner, Precinct One
Cary Erickson, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
February 24, 2026**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **24th** day of **February 2026** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

9:30 a.m. – Announcement of a Workshop to receive and consider information presented by AECOM regarding the appointment of a Stakeholder Advisory Committee for Request for Statements of Qualifications (RFQ 25-052/MR) Jefferson County Correctional Facility Professional Needs Assessment.

Notice of Meeting and Agenda
February 24, 2026

10:00 a.m. – Announcement of a Workshop to receive and consider information from the County Engineer regarding the acceptance of new subdivision roads for maintenance.

11:00 a.m. - Announcement of a Workshop to receive and consider information regarding cost analysis for prisoner transport for the Sheriff's Department.

1:15 p.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.074 for commissioners' court to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Jefferson County provides the opportunity for the public to view the Commissioner's Court meeting with the following options:

**View live with audio from the County Webpage:
https://co.jefferson.tx.us/comm_crt/commlink.htm**

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Cary Erickson, Commissioner, Precinct Two

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

PURCHASING:

- (a). Consider and approve award of Request for Statements of Qualifications (RFQ 25-052/MR) Jefferson County Correctional Facility Professional Needs Assessment with AECOM Technical Services, Inc.

NO ATTACHMENTS

Motion by: Alfred

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve, award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 25-078/CG), HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327, with H.B. Neild & Sons, Inc. with pricing as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 10 - 14

Motion by: Alfred

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Consider and approve, award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 25-079/CG), Term Contract for Motor Fuel for Jefferson County; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327, with Tri-Con, Inc. with pricing as shown in Attachment B.

SEE ATTACHMENTS ON PAGES 15 - 17

Motion by: Alfred

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

Notice of Meeting and Agenda
February 24, 2026

- (d). Consider, establish and approve a Stakeholder Advisory Committee for the development of a Land Use Plan for Jefferson County with Langford Community Management Services, LLC in accordance with Request for Proposals (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program; pursuant to Chapter 262 Texas Local Government Code, The County Purchasing Act and 2 CFR Section 200.318-326. Funded by GLO Grant Contract No. 23-160-112-F240.

NO ATTACHMENTS

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (e). Consider, establish and approve a Stakeholder Advisory Committee for the Jefferson County Jail Needs Assessment with AECOM Technical Services, Inc. in accordance with Request for Statements of Qualifications (RFQ 25-052/MR) Jefferson County Correctional Facility Professional Needs Assessment.

NO ATTACHMENTS

Action: TABLED

- (f). Consider and approve, execute, receive and file Job Order Contract (JOC 26-010/MR) with Marsh Waterproofing, Inc. for Courthouse roof removal and roof hatch installation in the amount of \$85,000.00 in accordance with BuyBoard Contract 783-25.

SEE ATTACHMENTS ON PAGES 18 - 19

Action: TABLED

COUNTY AUDITOR:

- (a). Receive and file the Texas Department of Agriculture Grant Agreement for the CDBG – Community Development Fund.

SEE ATTACHMENTS ON PAGES 20 - 43

Action: TABLED

- (b). Consider and approve electronic disbursement for \$565,681.90 to LaSalle for revenue received from entities for inmate housing.

SEE ATTACHMENTS ON PAGES 44 - 44

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(c).Regular County Bills – check #536803 through check #537004.

SEE ATTACHMENTS ON PAGES 45 - 53

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(d).Consider and approve advanced funding request for American Rescue Plan Act approved project with Revision in the amount of \$98,778.79.

SEE ATTACHMENTS ON PAGES 54 - 54

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

(a).Consider and possibly approve a resolution to commemorate the 190th Anniversary of the Travis Letter.

SEE ATTACHMENTS ON PAGES 55 - 55

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(b).Consider, possibly approve, and authorize the County Judge to execute the Survey Permission for TGE Infrastructure Improvement Co. LLC to enter upon lands owned by Jefferson County to conduct surveys.

SEE ATTACHMENTS ON PAGES 56 - 80

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

Notice of Meeting and Agenda
February 24, 2026

- (c).Receive and file executed Order Amending the Golden Triangle Storage Reinvestment Zone pursuant to Chapter 312.401 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 81 - 92

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (d).Consider and possibly approve a resolution for Jefferson County Engineer's Week.

SEE ATTACHMENTS ON PAGES 93 - 93

Motion by: Alfred
Second by: Willis
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

ENGINEERING DEPARTMENT:

- (a).Consider and possibly approve a Replat Of Block 15 Orange Farms Subdivision, Volume 5, Page 45 MRJCT, William Murphy Survey, A-17, Jefferson County Texas. This replat is located on FM 365 in Precinct #2. This replat is not within any ETJ and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 94 - 94

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

PUBLIC HEALTH:

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

SEE ATTACHMENTS ON PAGES 95 - 101

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

RISK MANAGEMENT:

- (a). Consider and possibly approve and ratify the Storage Tank Liability Insurance renewal with Liberty Surplus Insurance Corporation, effective February 1, 2026, for an annual premium of \$11,061.70.

SEE ATTACHMENTS ON PAGES 102 - 106

Motion by: Sinegal

Second by: Willis

In Favor: Branick, Willis, Erickson, 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.

Possible Consideration and approval of Resolutions or Proclamations not to be read during court.

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
February 24, 2026

Special, February 24, 2026

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 24, 2026.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 01, 02, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

H.B. Neild & Sons, Inc.

Company Name

8595 Industrial Parkway

Address

Beaumont, TX 77705

City State Zip



Signature of Person Authorized to Sign

Thomas B. Neild, Jr.

Printed Name

President

Title

For clarification of this offer, contact:

Thomas B. Neild, Jr. / President

Name & Title

409.842.2272 409.842.0369

Phone Fax

thomasneild@hbneild.com

E-mail

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

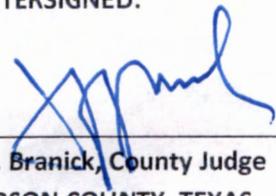
ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities for Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 25-078/CG), HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

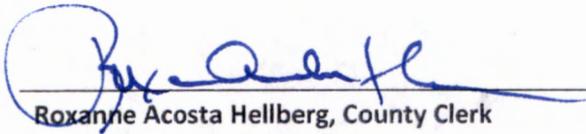


Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

2-24-26

Date

ATTEST:



Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

2/24/26

Date



Attachment A

Final Tabulation
 IFB 25-078/CG
 HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities
 Opening Date: Wednesday, February 11, 2026

Repair Labor Rates		ICM	Johnson Controls	Carrier Corporation	Nance International	HB Neild & Sons
Item	Description	Labor Charge Per Hour				
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$95.00	\$103.00	\$140.00	\$125.00	\$90.00
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$85.00	\$87.00	no bid	\$94.00	\$80.00
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$142.50	\$154.50	\$205.00	\$187.50	\$115.00
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$127.50	\$130.50	no bid	\$141.00	\$109.00
5	Mechanic for emergency service on Sundays and Holidays	\$190.00	\$206.00	\$280.00	\$250.00	\$140.00
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	\$170.00	\$174.00	no bid	\$188.00	\$130.00

Repair Labor Rates		ICM	Johnson Controls	Carrier Corporation	Nance International	HB Neild & Sons
Item	Description	Labor Charge Per Hour				
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	\$95.00	\$154.50	\$140.00	\$125.00	\$90.00
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	\$85.00	\$130.50	no bid	\$94.00	\$80.00
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	\$142.50	\$206.00	\$205.00	\$187.50	\$140.00
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	\$127.50	\$174.00	no bid	\$141.00	\$130.00
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	\$190.00	\$309.00	\$280.00	\$250.00	\$152.00

Repair Labor Rates

Repair Labor Rates		ICM	Johnson Controls	Carrier Corporation	Nance International	HB Neild & Sons
Item	Description	Labor Charge Per Hour				
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	\$170.00	\$261.00	no bid	\$188.00	\$144.00
Totals		\$1,620.00	\$2,090.00	\$1,250.00	\$1,971.00	\$1,400.00

ICM
 4445 Westpark Ave.
 Beaumont, TX 77705
 Atten: Tracy Williams
twilliams@ic-mechanical.com
 phone: 409-842-3737

Johnson Controls
 4689 College St.
 Beaumont, TX 77707
 Atten: Derek Mills
Derek.mills@jci.com
 phone: 409-239-3886

Carrier Corporation
 9011 S. Sam Houston Pkwy W, Ste 100
 Missouri City, TX 77489
 Atten: Tom Bellow
tom.bellow@carrier.com
 phone: 713-797-8900

Nance International Inc.
 2915 Milam Street
 Beaumont, TX 77701
 Atten: Denis Picou
service@nanceinternational.com
 phone: 409-838-6127

HB Neild & Sons, Inc
 8595 Industrial Parkway
 Beaumont, TX 77705
 Atten: Thomas B Neild
thomasneild@hbneild.com
 phone: 409-842-2272

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

TriCon Inc. _____

Company Name

P.O. Box 20555 _____

Address

Beaumont, Texas 77705 _____

City

State

Zip

Jody Spoonemore _____

Signature of Person Authorized to Sign

For clarification of this offer, contact:

Jody Spoonemore/Sles Representative _____

Name & Title

409-835-2237 _____

Phone

409-835-1925 _____

Fax

jodyspoonemore@triconinc.org _____

E-mail

Jody Spoonemore _____

Printed Name

Sales Representative _____

Title

**REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.**

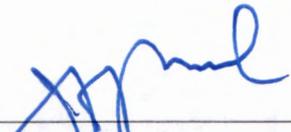
ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Motor Fuel for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 25-079/CG, Term Contract for Motor Fuel for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

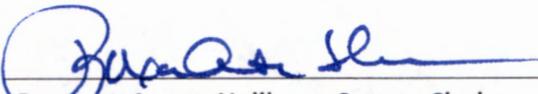


Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS



Date

ATTEST:



Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS



Date



Attachment B

Preliminary Tabulation

IFB 25-079/CG, Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Bids Opened: 11:00 am, Wednesday, February 11, 2026

Item	Description	Atlantic Petroleum	Senergy Petroleum	Spidle Oil Co.	Tri-Con, Inc.
		+/- Factor Brand	+/- Factor Brand	+/- Factor Brand	+/- Factor Brand
1	Unleaded Gasoline Regular Grade 87 Octane	+ .165 unbranded	+ .065 unbranded	+ .065 unbranded	+ .0645 Global
2	Unleaded Gasoline Medium Grade 89 Octane	+ .165 unbranded	+ .065 unbranded	+ .065 unbranded	+ .0645 Global
3	Unleaded Gasoline Premium Grade 93 Octane	+ .165 unbranded	+ .065 unbranded	+ .065 unbranded	+ .0645 Global
4	No. 2 Diesel	+ .165 Unbranded	+ .0700 unbranded	+ .065 unbranded	+ .0645 Global
		Atlantic petroleum 1445 N Loop W Frwy #242 Houston TX 77008 ph: 713-223-5797 Attn: Anthony Ndah sales@atlanticpetro.com	Senergy Petroleum, LLC 1470 N Horne St Gilbert, AZ 85233 ph: 303-350-3776 Attn: Katie Atencio katie.atencio@gosenergy.com	Spidle Oil Co. 401 West 19th Street Port Arthur TX 77640 ph: 409-727-4400 ph: 409-460-6334 Attn: William Spidle spidleoil@yahoo.com	Tri-Con Inc. 7076 West Port Arthur Rd Beaumont TX 77705 ph: 409-835-2237 ext 115 fx: 409-838-1925 Attn: Jody Spoonemore jodyspoonemore@triconinc.org

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.

Marsh Waterproofing, Inc.

Specializing in Building Restoration

Physical Address:
240 South Main St. Suite #2
Vidor, TX 77662

Mailing Address:
P.O. Drawer 968
Vidor, TX 77670-0968

Ph# 409-769-0459
Toll free: 1-866-251-0234
Fax# 409-769-1682

Email: Office@Marshwaterproofing.com

February 6, 2026

Attn: Jefferson County

RE: Jefferson county Courthouse

Our recommendations and specifications are based on the information received from your engineer or representative. We will furnish at the above building, all labor, materials, tools, equipment, supervision, Workmen's Compensation, Public Liability and Property Damage Insurance necessary to complete in a thoroughly workmanlike manner all the work described below:

Scope of Work: Roofing scope

- Removal of concrete decking.
- Installation of new structural beam.
- Remove existing roofing down to deck.
- Install new roof hatch, access ladder and safety railing.
- Includes flashing.
- Includes coping cap and expansion joint as shown on plans.

Total Price: \$85,000.00 Plus all applicable taxes

Region 5:

JOC #20230601-2 2025 – 2026

Building Materials Supplies & Services #20250301 5/1/25 thru 4/30/26

Paint Supplies & Services #20250305 5/1/25 thru 4/30/26

BuyBoard:

Buyboard No. 783-25 for Job Order Contracting for Trades

October 1, 2025, through September 30, 2027

Respectfully Submitted,
Tim Marsh
President
Marsh Waterproofing, Inc.

Acceptance Signature & Date: _____

NOTES – THIS PROPOSAL IS ONLY VALID FOR 90 DAYS

- If needed, Owner to furnish two (2) 110-volt amp outlets and one (1) 220 volt 50-amp single phase outlet and connect contractors power cord as supplied by contractor.
- If needed, Owner to furnish cold water at spigot in work area.
- If needed, Owner will cooperate with contractor in moving cars, etc. to minimize the risk of overspray.
- This proposal does not include any asbestos removal, encapsulation, or disposal of the same.
- We are not responsible for the relocation or covering of any product or production areas that could get damaged by dust, dirt, falling deck or water during the project.
- If needed, Owner will furnish interior and exterior storage area, parking space for trucks and storage trailers.
- If needed, Owner to move all non-permanently mounted items away from surfaces to be treated.
- If needed, Owner to cut back any existing landscaping a minimum of two feet away from the building prior to work commencing if needed.
- The scope of work under this contract expressly does NOT include investigation, detection, abatement, replacement, removal or detoxification of and Hazardous Environmental Condition.
- “Hazardous Environmental Condition” means any type or form of asbestos, lead or fungus, including mildew, mold, rot, rust, mycotoxins, spores, scents or byproducts produced or released by fungi.
- Our quote is based on the fact that this specification meets your insurance company approval and local code approval.



TEXAS DEPARTMENT OF AGRICULTURE GRANT AGREEMENT

GRANT RECIPIENT	Jefferson County		
GRANT PROGRAM	CDBG - Community Development Fund - 2025		
PROJECT TITLE	CDBG - Community Development Fund - 2025		
CFDA NUMBER	14.228		
PERFORMANCE PERIOD/ AGREEMENT TERM	2/1/2026	through	1/31/2028

AUTHORITY AND PURPOSE

The United States Government has awarded Community Development Block Grant ("CDBG") funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 ("HCD Act"), as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture ("Department") administers the State Community Development Block Grant ("TxCDBG") Program pursuant to Texas Government Code §487.051.

Grant Recipient has submitted a request for assistance under the above-referenced grant program ("Grant Program"), hereinafter referred to as the "Application" and incorporated by reference into this Grant Agreement ("Agreement") for all purposes. This Agreement sets forth the obligations of Texas Department of Agriculture ("Grantor" or "Department"), and Grant Recipient (collectively, the "Parties") along with the terms and conditions under which the Department will provide Grant Program funds to Grant Recipient under this award. Grant Recipient agrees to administer the project as described in the Application and in this Agreement ("Project"), and the Department agrees to fund the Project up to the Grant Amount reflected below.

PROJECT DESCRIPTION

First-time sewer connections and installation of sewer system components in unincorporated community of Cheek, in cooperation with West Jefferson County Municipal Water District

Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following exhibits, which are attached hereto and incorporated by reference into this Agreement for all purposes: Performance Plan and Award Specific Conditions (Exhibit A), Project Budget (Exhibit B), General Terms and Conditions (Exhibit C), and Certifications and Assurances (Exhibit D). Grant Recipient further agrees to comply with all statutes and regulations applicable to this award and such regulations and procedures as the Department may prescribe.

TOTAL GRANT AMOUNT NOT TO EXCEED	\$750,000.00
MATCH AMOUNT (if applicable)	\$15,000.00

GRANTEE	GRANTOR
Jefferson County	TEXAS DEPARTMENT OF AGRICULTURE
1149 Pearl 4th Floor Beaumont, Texas, 77701	1700 N Congress Ave Austin, TX 78701
AUTHORIZED SIGNATORY/AUTHORITY TO BIND	
Each person signing the Agreement certifies that he or she is authorized by Grantor or Grant Recipient to sign and execute the Agreement and to bind such party to its terms, performances, and conditions.	
PRINTED NAME AND TITLE OF PERSON SIGNING: Fran Lee, County Auditor	PRINTED NAME AND TITLE OF PERSON SIGNING: Karen Reichel, Administrator
DATE SIGNED: 2/17/2026	DATE SIGNED: 2/17/2026

Exhibit A

Performance Plan and Award Specific Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms and conditions of this Agreement and applicable statutes and regulations.
2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benefitting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within thirty (30) days of notice unless otherwise requested by the Department.
3. Grant Recipient will undertake the following activities and provide the following levels of program services.

Boyt St. First-Time Sewer - 14A

Grant Recipient shall address the following local need:

Failing onsite septic systems resulting in unsafe living conditions.

Grant Recipient shall complete the following work:

Install	15	first-time sanitary sewer service connections
Install	15	grinder pump stations
Decommssion	15	onsite sewage facility systems

and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

Throughout the unincorporated Cheek community in Jefferson County.

This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1 , Figure A1 controls.

These activities shall benefit 35 persons, of which 35 or 100.00 percent are of low- to moderate-income.

Boyt Lift Station - 03J

Grant Recipient shall address the following local need:

Aged and deteriorated lift station components resulting in compromised operation and efficiency.

Grant Recipient shall complete the following work:

Install	1	diesel bypass pump including concrete pad, bypass pumping, related piping, and electrical
Install	1	SCADA system

and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

Northwest corner of Boyt Rd. and Lawhon Rd.

This location is more fully described in Figure A2 below, which is incorporated herein. In the event of a conflict between this description and Figure A2 , Figure A2 controls.

These activities shall benefit 338 persons, of which 209 or 61.83 percent are of low- to moderate-income.

Boyt Air Valve Improvements - 03J

Grant Recipient shall address the following local need:

Accumulation of air resulting in reduced efficiency.

Grant Recipient shall complete the following work:

Install	10	EA	force main air relief valves
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and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

Boyt Rd. and Brooks Rd.

This location is more fully described in Figure A3 below, which is incorporated herein. In the event of a conflict between this description and Figure A3, Figure A3 controls.

These activities shall benefit 394 persons, of which 242 or 61.42 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including preliminary and final design plans and specifications, interim and final inspections, and all relevant special services. Grant Recipient shall ensure that all Project-related administration activities are completed, as described in the current TxCDBG Project Implementation Manual.

B. Prohibited Activities

Grant Recipient may only use grant funds to carry out the activities described in this Agreement. Grant Recipient is prohibited from charging to this award the costs of ineligible activities, including those described at 24 CFR §570.207, and from using grant funds or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

C. Timeline

Grant Recipient will comply with the Project Schedule reflected below. Failure to meet any of the following milestones may result in sanctions as outlined in the TxCDBG Project Implementation Manual, Requests for Grant Applications, other published Department guidance, and conditions of this Agreement:

Pre-Agreement Cost Begins:	12/9/2024
Grant Agreement Period Begins:	2/1/2026
Environmental Review/Plans & Specifications Recommended to be Complete:	8/1/2026
Group B Forms Required to be Complete:	2/1/2027
Project Recommended to be Complete, including inspections:	10/1/2027
Grant Agreement Period Ends:	1/31/2028
Final Payment and Closeout Documentation Required to be Submitted:	4/1/2028

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

1. Compliance: It is understood and agreed by the Parties that performance under this Agreement must be rendered in accordance with the Housing and Community Development Act of 1974, as identified in the Authority and Purpose

provision of the Agreement; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Grant Recipient; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance under this Agreement, both Parties agree that such performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may, from time to time during the period of performance of this Agreement, issue policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this Agreement, and shall be binding upon Grant Recipient, as if written herein; provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Agreement so as to release the Department from any obligation specified in Section 4 of Exhibit C to reimburse costs incurred by Grant Recipient prior to the effective date of such amendments or policy directives. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal or State laws or regulations, are automatically incorporated by reference into this Agreement for all purposes without written amendment and shall become effective on the date designated by such law or regulation.

2. Environmental Review: Grant Recipient understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. §5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. §§4321 *et seq.*], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR §58.5. Grant Recipient shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this Agreement. Neither Grant Recipient nor any participant in the development process, or any of their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipient's request for release of funds and related certification.

3. Citizen Participation: Grant Recipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR §570.486 and this Agreement.

4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. Complaint Procedures: Grant Recipient shall maintain written citizen complaint procedures that provide for a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Grant Recipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

6. Department Recognition: Grant Recipient shall have signage placed in a prominent, visible public area identifying the Project as funded by the Department. The signage must be legible from a distance of at least three (3) feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

7. Program Income: In the same manner as required for all other funds under this Agreement, Grant Recipient shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR §570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available under this Agreement. The use of program income by Grant Recipient shall comply with the requirements set forth at 24 CFR §570.489(e). Grant Recipient shall use such income during the Agreement Term for activities permitted under

this Agreement prior to requesting additional funds from the Department. Grant Recipient shall provide reports of program income to the Department with each payment request in accordance with the payment procedures described herein, and at the termination of this Agreement. All unexpended program income shall be returned to the Department at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.

8. Disbursement of Certain Funds: Funds for construction activities under this Agreement will not be disbursed to Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 2.2, have been satisfied. These requirements must be satisfactorily completed no later than the date identified in Section C, Project Schedule, above as *Group B Forms Required to be Complete*. In accordance with Sections 17 and 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in Section C, Project Schedule, above as *Group B Forms Required to be Complete*.

9. Source of Materials: Grant Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, §41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grant Recipient's infrastructure project. Any funds obligated under this grant agreement are subject to BABA requirements as described in Chapter 4 of the TxCDBG Project Implementation Manual, unless excepted by a waiver.

10. Acquisition of Real Property: Grant Recipient shall carry out all acquisition of real property, easements, and/or rights-of-way necessary for the project in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 *et. seq.* Grant Recipient shall comply with the requirements set forth in 49 CFR Part 24, 24 CFR Part 42 and the TxCDBG Project Implementation Manual.

11. Emergency Response Policies: Grant Recipient shall maintain written certification of compliance with the requirements of the Violence Against Women Act Reauthorization of 2022 and the Right to Report Crime and Emergencies from One's Home, confirming that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services as required by TxCDBG Project Implementation Manual.

12. Immigration Policies: The Grant Recipient must ensure no grant funds are used in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations. The Grant Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA.

The Grant Recipient will retain documentation in its local files of the verification of immigration status and eligibility public benefits for each beneficiary of activities subject to this provision. The form and format of this verification shall be at the discretion of the Grant Recipient, provided no Personally Identifiable Information is uploaded to TDA-GO.

13. Other CDBG-Specific Certifications:

a. Grant Recipient certifies that is will not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

b. Grant Recipient certifies that it will not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

14. In addition to the documentation required by Chapter 2 of the Project Implementation Manual, funds for construction activities under this Agreement will not be disbursed to Grantee until these special conditions are met. Grantee shall submit to the department:

A copy of Grant Recipient's proposed first time water or sewer service assistance program guidelines for Department review and approval prior to the selection of program recipients.

15. Grant Recipient shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this Agreement. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor.

Grant Recipient shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format in a file format determined by the Department.

16. Grant Recipient shall mitigate all existing septic systems in accordance with Texas Commission on Environmental Quality rules (Title 30, Chapter 285, Subchapter D, Texas Administrative Code), which state, "A tank that is not to be used again for holding sewage shall be abandoned. To properly abandon, the owner shall conduct the following actions, in the order listed. (1) All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. (2) All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter) which is free of organic and construction debris."

17. Prior to bidding construction for a project that includes first-time water or sewer service connections, the Grant Recipient must submit to the Department a list of households that have committed to connecting to the project, as described in the Project Implementation Manual. The commitment from the household must be maintained in the local files and must be binding in nature, e.g., the system's standard request for service and payment of a nonrefundable deposit, or execution of a temporary easement for construction of the connection line.

Exhibit B

Budget

A. Approved Budget

1. It is understood and agreed that the total amount of grant funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend grant funds under this award in accordance with the approved Project budget specified herein. All Project-related expenses must be reasonable and necessary.
2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.
3. Any amendments to the Project budget must be approved in writing by both the Department and Grant Recipient.

HUD Activity	Awarded Amount
03J	\$405,670.00
14A	\$199,330.00
Engineering	\$85,000.00
Admin	\$60,000.00
Total Grant Awarded	\$750,000.00
Committed as Match	\$15,000.00
Match Ratio	2.00%

B. Pre-Award Costs

The Department may reimburse allowable administrative and engineering expenditures made by Grant Recipient prior to the effective date of the Agreement if incurred after 12/9/2024, and if Grant Recipient complied with all requirements for the release of such grant funds.

Exhibit C

General Terms and Conditions - Federal Grant

SECTION 1. COMPLIANCE WITH APPLICABLE LAWS

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations, and guidance shall be grounds for termination of this Agreement for cause.

SECTION 2. AVAILABILITY OF FUNDS

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the Texas Legislature from State and/or Federal revenue or such other funding sources as may be applicable. If said funds or any part thereof are or become unavailable, the Department may terminate this Agreement or reduce the grant amount, as applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Texas Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an

event of default under the Agreement, and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations.

SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Texas Grant Management Standards ("TxGMS") promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Gov't Code, Chapter 783). Grant Recipient agrees to adhere to the administrative requirements and accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred under the award.

SECTION 4. METHOD OF PAYMENT

A. Funds will be disbursed for actual eligible costs incurred by Grant Recipient in connection with this Agreement. Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR Part 200, Subpart E; the TxGMS; this Agreement; published program guidance; and such procedures as the Department may prescribe.

B. Payment requests shall be submitted to the Department in the manner and on the form required by the Department. Payment shall be made on an eligible cost-reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in accordance with the Performance Plan under Exhibit A and the Project Budget reflected in Exhibit B.

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project Budget. The Department will notify Grant Recipient if there are concerns about the Project and shall not make disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and approved such payment request. The Department may deny a payment request if the Department determines that the request is not supported by sufficient documentation.

D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.

E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

SECTION 5. MATCHING AND COST SHARING REQUIREMENTS

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

SECTION 6. FINANCIAL MANAGEMENT

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200, Subpart D; the TxGMS; and this Agreement, as applicable, and that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. §§7501-7507).

Grant Recipient agrees to keep all Project accounts and records that fully disclose the amount and disposition by Grant Recipient of the proceeds of the award, the total cost of the Project in connection with which the award is given or used, the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. Grant Recipient's failure to comply with these requirements may result in termination of the award.

B. Grant Recipient shall maintain a financial management system that provides:

- (1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;
- (2) Records that clearly identify the source and application of all funds used for the purposes described in the Application, attached hereto and incorporated by reference as part of the Agreement for all purposes. These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;
- (3) Effective internal and accounting controls over all funds, property, and other assets. Grant Recipient shall have in place a system for safeguarding all such assets and shall assure that such assets are used solely for authorized purposes; and
- (4) Accounting records that are supported by source documentation.

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

D. In accordance with Article IX, Section 4.04 of the General Appropriations Act for the State Biennium for Fiscal Year 2022-2023 ("GAA"), Grant Recipient shall further ensure that grant funds received under this Agreement will be expended in a manner consistent with the limitations and reporting requirements established by GAA, Article IX, Part 2 (governing Provisions relating to the Position Classification Plan), Part 3 (governing Salary Administration and Employment Provisions), and Part 5 (governing Travel Regulations); Texas Government Code, Sections 556.004, .005, and .006; and Texas Government Code, Sections 2113.012 and .101.

SECTION 7. PROCUREMENT STANDARDS

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current Grant Program policy; (2) federal, state and local laws; (3) 2 CFR Part 200, Subpart D; and (4) the TxGMS, as applicable. The Department assumes no responsibility for contractual and administrative matters associated with Grant Recipient's procurement of such property, supplies, equipment, and services. No provider of property, supplies, equipment, and services to Grant Recipient shall be deemed a third-party beneficiary of this Agreement.

SECTION 8. PROPERTY MANAGEMENT STANDARDS

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR Part 200, Subpart D, and the TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

SECTION 9. REPORTING REQUIREMENTS

A. Grant Recipient shall submit timely, complete, and accurate progress, performance, and financial reports in the manner and form specified by the Department. These reports shall be submitted to the Department on a periodic basis, as prescribed in Exhibit A, Award Specific Conditions.

B. Agreement obligations will remain in force until all final reports are reviewed and approved by the Department. The final report shall include a comparison of actual expenditures with the budget line items shown in Exhibit B, Project Budget.

C. Extensions to the reporting due dates prescribed in Exhibit A, Award Specific Conditions, may be granted by the Department upon receipt of a written request from Grant Recipient.

D. Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in: (i) the revocation of a grant; (ii) withholding of current or future payment requests submitted by the Grant Recipient; (iii) requiring repayment of grant funds previously disbursed to Grant Recipient; (iv) a determination that Grant Recipient is ineligible for future Grant Program funds; and/or initiate other remedies for noncompliance as appropriate and permitted under this Agreement; 2 CFR Part 200, Subpart D; or the TxGMS.

SECTION 10. RECORD RETENTION

A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.

B. The preceding record retention requirement is subject to the following exception: Records pertaining to nonexpendable property acquired with award funds shall be retained for three (3) years after final disposition of such property.

C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.

D. Grant Recipient shall include the substance of this Section 10 in all subawards and subcontracts.

SECTION 11. INSPECTIONS AND MONITORING

A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being achieved. Grant Recipient is accountable to the Department for the use of the grant funds provided and shall assure the award is administered in compliance with all applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of Project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.

C. Grant Recipient's progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each Grant Program and will identify areas where technical assistance and other

support may be needed.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement.

E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections, or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.

F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections, or monitoring reviews, and the repayment of such disallowed costs shall be paid by Grant Recipient from non-grant funds. Disallowed costs are those charges determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS

A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the Texas State Auditor's Office, any other appropriate unit or agency of the state or federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facilitate the review and audit of Grant Recipient's operations, administration, receipt and use of funds under this award. Such authority to audit and right to access shall continue as long as the records are retained by Grant Recipient. Grant Recipient agrees to cooperate fully with such agencies in the conduct of the audit or investigation. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.

B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections, audits, and other reviews. However, the Department retains the right to make unannounced visits, inspections, and audits as deemed necessary.

C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.

D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under the Agreement. Any overpayments not repaid through actual repayment or by deduction within thirty (30) days of notice to Grant Recipient shall be charged simple interest at ten percent (10%) per annum. The thirty (30) day notice of repayment or deduction shall commence upon sending, either by United States Postal Service or electronic mail, of written notice to Grant Recipient.

SECTION 13. AUDIT REQUIREMENTS

A. If Grant Recipient expends \$750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards.

C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.

D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

SECTION 14. MODIFICATIONS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.

B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to Exhibit B, Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of grant funds or Performance Period.

C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient's control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.

D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.

E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

SECTION 15. INDEMNIFICATION

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section 15 shall survive the expiration or termination of the Agreement.

SECTION 16. AWARD CLOSEOUT

A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required

Project-related activities have been completed in accordance with the Application, the terms of this Agreement and all applicable laws and regulations.

B. Upon the Department's review of all financial, performance, and other required reports, the Department may make upward or downward adjustments to the allowable costs, within the limits of the grant amount, on the basis of the information contained in the reports.

C. Regardless of whether audits were conducted during the term of the Agreement, a final financial and compliance audit may be initiated up to three (3) years after the Agreement completion date beginning with the date Grant Recipient submits the final reports.

D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the term of the Agreement, including any authorized extensions, shall be forfeited.

SECTION 17. SUSPENSION AND TERMINATION

A. Termination for Cause: If the Department determines that Grant Recipient has committed a material breach or default of any covenant, obligation or other agreement under this Agreement; failed to fulfill or perform any obligation under this Agreement; or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Department's notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:

- (1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Department and withhold further payments. The notice of suspension shall state the reason for the action, the effective date of the suspension, the corrective action that must be taken and the time period during which the corrective action must be accomplished.
- (2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written notice by the Department. The notice of termination shall state the reason for the action, the effective date of the termination and the closeout procedures to be followed. As of the effective date of a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of a termination for cause.
- (3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or whenever the fiscal or programmatic integrity of the Agreement has been compromised. The notice of termination pursuant to this provision shall state the reason for the action, the effective date of the termination and closeout procedures to be followed. As of the effective date of such a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of the termination.
- (4) Invoke any other remedy or remedies that may be legally available.

B. Termination for Convenience: Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.

C. Mutual Termination: This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the Parties may agree in the written consent.

D. Effect of Termination: Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

SECTION 18. CORRECTIVE ACTIONS/REMEDIES FOR NONCOMPLIANCE

A. In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:

- (1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;
- (2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;
- (3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;
- (4) Withhold further awards to Grant Recipient;
- (5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;
- (6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or
- (7) Invoke any other remedy or remedies that may be legally available.

B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- (3) Ineffective or improper use of funds provided under this Agreement; or
- (4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.

C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:

- (1) award funds are misused;
- (2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or
- (3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.

D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST

A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth in this Agreement.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

SECTION 20. SUBAWARDS/SUBCONTRACTS

A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.

B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipient's files along with documentation concerning the selection process and made available upon request.

SECTION 21. COPYRIGHTS

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supported project by copyrighting the materials. However, Grant Recipient (and all subgrantees) must grant to the Department and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use these materials and to authorize others to do so. This license to the Department covers any and all materials developed and other deliverables under the Agreement. The license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials or prevent Grant Recipient from selling or licensing the materials. If the materials are to be licensed or sold by Grant Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly as defined by regulations and published Grant Program guidance.

SECTION 22. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an "independent contractor" with respect to the work and services to be performed under this Agreement.

SECTION 23. CONFLICT OF INTEREST

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules and policies, including 2 CFR §§200.317-200.319 and Chapter 176 of the Texas Local Government Code. If circumstances arise during the course of the Agreement that constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:

- (1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.
- (2) Grant Recipient shall not assign an employee to the Project if the employee:
 - a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the Project;
 - b. has a direct or indirect financial interest in the outcome of the Project; or
 - c. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project.
- (3) Grant Recipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest, or personal gain.

C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

SECTION 24. SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section 24 shall survive expiration or termination of this Agreement.

SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code ("PIA"). Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

B. Client Data and Other Sensitive Information: Grant Recipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. Grant Recipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR §200.82, and other information Grant Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

SECTION 26. WAIVER

The Parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 27. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

SECTION 28. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

SECTION 29. EXECUTION OF AGREEMENT

This Agreement is effective as of the date signed by the Texas Agriculture Commissioner or by his authorized designee.

Exhibit D**Certifications and Assurances – CDBG Grant**

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. **LEGAL AUTHORITY** – Grant Recipient represents that it possesses legal authority to enter into the agreement, including all understandings and assurances contained therein. A resolution, motion or other similar action has been duly adopted or passed as an official act of Grant Recipient’s governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the Agreement, to provide such additional information as may be required, to sign and execute the Agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.
2. **AFFIRMATIVELY FURTHER FAIR HOUSING** – Grant Recipient certifies that it will comply with the Fair Housing Act, as amended (42 U.S.C. §§3601 *et seq.*), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.
3. **ANTI-LOBBYING** – Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this agreement or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. §1352(b) (5), Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
4. **CHILD SUPPORT PAYMENTS** – Grant Recipient represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: “Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”
5. **CITIZEN PARTICIPATION** – Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR §91.105.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** – Grant Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).
7. **CONSERVATION** – Grant Recipient represents and warrants that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*), related to protecting components or potential components of the national wild and scenic river system.
8. **CONTRACT OVERSIGHT** – Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase

orders.

9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS – Grant Recipient represents and warrants that it will comply and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.

10. CYBERSECURITY TRAINING (Local Government System) – Grant Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

11. DEBARMENT AND SUSPENSION – Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the United States General Services Administration.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW – Grant Recipient represents and warrants its compliance with 2 CFR §200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS – Grant Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

14. DISCRIMINATION PROHIBITED – In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and affirms that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

15. DISPLACED PERSONS – Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§4601 – 4655) and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42, Subpart A, which provide for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. Grant Recipient further certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. DISPUTE RESOLUTION – The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Agreement.

17. DRUG-FREE WORKPLACE – Grant Recipient represents and affirms that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

18. ENVIRONMENTAL STANDARDS – Grant Recipient certifies it will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. §§4321 *et seq.*) and related Federal authorities, including notification of violating facilities pursuant to Executive Order No. 11738.

19. EQUAL EMPLOYMENT OPPORTUNITY – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal

opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR Part 60-1.4(b).

20. EXCESSIVE FORCE – It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

21. EXCLUDED PARTIES – Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

22. FAIR LABOR STANDARDS – Grant Recipient certifies that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§201 - 219) and the Intergovernmental Personnel Act of 1970, as applicable.

23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY – Grant Recipient represents and affirms that it will comply with the Federal Funding Accountability and Transparency Act, as amended, requiring recipients and subrecipients of federal financial assistance to obtain a Unique Entity Identifier (UEI) number and will report the UEI number to the grantor as a condition of receiving a federal grant or award. Furthermore, Grant Recipient must be registered in the federal SAM and continue to maintain an active SAM registration with current information at all times during which the term of this award is in effect. Furthermore, no contract, award, subgrant will be made by Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. FLOOD INSURANCE – Grant Recipient represents and warrants that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (42 U.S.C. §4001 et seq), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

25. HISTORIC PRESERVATION – Grant Recipient assures compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC §470f), Executive Order No. 11593, and the Archeological and Historical Preservation Act of 1974 (54 USC §§312501 - 312508).

26. LEAD-BASED PAINT – Grant Recipient represents and warrants that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and the implementing regulations at 24 CFR Part 35.

27. NONDISCRIMINATION – Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- The Civil Rights Act of 1964, as amended (42 U.S.C. §§2000d *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- The Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 *et seq.*); and
- The Age Discrimination Act of 1975 (42 U.S.C. §§6101 *et seq.*).

28. OPEN MEETINGS – If Grant Recipient is a governmental entity, Grant Recipient represents and affirms that it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY – Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part by federal funds (5 U.S.C. §1501 *et seq.*).

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT – Grant Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the Texas State Auditor's Office.

31. SECTION 3 – Grant Recipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. SPECIAL ASSESSMENTS – Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

33. CHANGE IN LAW AND COMPLIANCE WITH LAWS – Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation. Grant Recipient shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Agreement. The Department reserves the right, in its sole discretion, to unilaterally amend the Agreement prior to award and throughout the term of the Agreement to incorporate any modifications necessary for the Department's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

Failure to comply with applicable assurances may result in the withholding or suspension of grant funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.



Outlook

Agenda Item - USMS Billing for LaSalle

From Michayla Davis <Michayla.Davis@jeffersoncountytexas.gov>

Date Tue 2/17/2026 2:49 PM

To Fran Lee <Fran.Lee@jeffersoncountytexas.gov>; Rebekah Patin <Rebekah.Patin@jeffersoncountytexas.gov>

Good morning,

Consider and approve electronic disbursement for \$565,681.90 to LaSalle for revenue from entities for inmate housing, transportation, and medical.

This amount includes:

- January USMS Housing at \$550,080.00
- January USMS Transportation at \$1,796.65
- January USMS Hospital at \$13,805.25

Thank you,



Michayla Davis, MBA
Financial Analyst, County Auditor
1149 Pearl St. Suite 700
Beaumont, TX 77701
(409) 853-8500 ext. 7365

NAME	AMOUNT	CHECK NO. 45	TOTAL
JURY FUND			
DAWN DONUTS	43.50	536933	43.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	3,597.40	536809	
CHUCK'S WRECKER SERVICE	1,175.00	536819	
RB EVERETT & COMPANY, INC.	910.24	536830	
ENTERGY	1,434.03	536836	
M&D SUPPLY	15.50	536842	
ACE IMAGEWEAR	20.00	536855	
VULCAN MATERIALS CO.	161,627.89	536865	
GULF COAST	1,640.25	536955	
AMAZON CAPITAL SERVICES	153.53	536976	
FUNCTION 4 LLC	95.00	537000	170,668.84**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	2,786.44	536809	
BETA TECHNOLOGY	465.79	536815	
SETZER HARDWARE, INC.	22.81	536854	
ACE IMAGEWEAR	19.92	536855	
BUMPER TO BUMPER	128.78	536896	
CENTERPOINT ENERGY RESOURCES CORP	402.42	536897	
NEW WAVE WELDING TECHNOLOGY	27.90	536904	
MASSEY SERVICES INC	40.00	536988	
FUNCTION 4 LLC	95.00	537000	3,989.06**
ROAD & BRIDGE PCT. # 3			
CERTIFIED LABORATORIES	913.00	536818	
FARM & HOME SUPPLY	36.90	536832	
WARREN EQUIPMENT CO.	6,060.00	536866	
LOWE'S HOME CENTERS, INC.	218.71	536888	
CENTERPOINT ENERGY RESOURCES CORP	60.72	536897	
ON TIME TIRE	150.00	536921	
FUNCTION 4 LLC	95.00	537000	7,534.33**
ROAD & BRIDGE PCT.#4			
CINTAS, INC.	281.27	536820	
M&D SUPPLY	323.49	536842	
POSTMASTER	316.00	536847	
SMARTS TRUCK & TRAILER INC	41.48	536856	
AT&T	55.16	536860	
UNITED STATES POSTAL SERVICE	6.52	536884	
4IMPRINT, INC.	357.82	536887	
TEXAS ASSOCIATION OF COUNTIES	275.00	536944	
O'REILLY AUTO PARTS	155.88	536948	
GULF COAST	2,778.30	536955	
WASHINGTON COUNTY TRACTOR, INC	2,184.75	536964	
US BANK NATIONAL ASSOCIATION	513.28	536996	
FUNCTION 4 LLC	95.00	537000	7,383.95**
ENGINEERING FUND			
VERIZON WIRELESS	111.63	536878	
FUNCTION 4 LLC	72.10	536941	
ODP BUSINESS SOLUTIONS, LLC	216.48	536971	
FUNCTION 4 LLC	95.00	537000	62.25**
PARKS & RECREATION			
ADAMS BACKHOE SERVICE	142.50	536804	
CITY OF PORT ARTHUR - WATER DEPT.	898.95	536823	
ENTERGY	1,261.29	536836	
AMAZON CAPITAL SERVICES	209.99	536976	2,512.73**
GENERAL FUND			

NAME	AMOUNT	CHECK NO. 46	TOTAL
MCGRIFF INSURANCE SERVICES, INC	492,593.36	536973	492,593.36*
TAX OFFICE			
ACE IMAGEWEAR	44.70	536855	
UNITED STATES POSTAL SERVICE	994.77	536884	
ROCHESTER ARMORED CAR CO INC	378.40	536914	
CONTROL GROUP COMPANIES LLC	631.36	536926	
TEXAS ASSOCIATION OF COUNTIES	675.00	536944	
ODP BUSINESS SOLUTIONS, LLC	2,418.34	536971	
FUNCTION 4 LLC	475.00	537000	5,617.57*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	31.48	536884	
BAPTIST PHYSICIAN NETWORK	119.00	536885	
ODP BUSINESS SOLUTIONS, LLC	50.19	536971	
US BANK NATIONAL ASSOCIATION	299.00	536996	198.71*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	28.06	536884	
ODP BUSINESS SOLUTIONS, LLC	424.01	536971	
FUNCTION 4 LLC	155.00	537000	607.07*
COUNTY CLERK			
JEFFERSON CTY. CLERK	10.00	536803	
FED EX	22.06	536833	
UNITED STATES POSTAL SERVICE	328.35	536884	
ODP BUSINESS SOLUTIONS, LLC	42.44	536971	
FUNCTION 4 LLC	285.00	537000	687.85*
COUNTY JUDGE			
LAIRO DOWDEN, JR.	500.00	536828	
ANITA F. PROVO	500.00	536849	
UNITED STATES POSTAL SERVICE	2.96	536884	
GRACE NICHOLS	1,350.00	536908	
DUNHAM HALLMARK PLLC	500.00	536917	
THOMSON REUTERS-WEST	137.38	536928	
EVA COLETTE SHELANDER	450.00	536994	
FUNCTION 4 LLC	95.00	537000	3,535.34*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	10.94	536884	
FUNCTION 4 LLC	95.00	537000	105.94*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	223.82	536884	
FUNCTION 4 LLC	95.00	537000	318.82*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	332.43	536941	
ODP BUSINESS SOLUTIONS, LLC	147.87	536971	
FUNCTION 4 LLC	719.00	537000	1,199.30*
PURCHASING DEPARTMENT			
PORT ARTHUR NEWS, INC.	577.04	536846	
UNITED STATES POSTAL SERVICE	6.71	536884	
THOMSON REUTERS-WEST	136.80	536928	
FUNCTION 4 LLC	5.60	536941	
FUNCTION 4 LLC	120.00	537000	846.15*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	127.50	536805	
THE LABICHE ARCHITECTURAL GROUP	2,312.50	536812	
CASH ADVANCE ACCOUNT	30.00	536840	

NAME	AMOUNT	CHECK NO. 47	TOTAL
SPINDLETOP MHMR	38,984.75	536841	
ARMOR SHRED	4,481.33	536905	
ROCHESTER ARMORED CAR CO INC	6,049.78	536914	
TEXAS ASSOCIATION OF COUNTIES	2,440.00	536944	
MCGRIFF INSURANCE SERVICES, INC	5,919.00	536972	
MCGRIFF INSURANCE SERVICES, INC	985,186.72	536973	
			1,045,531.58*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	600.00	536871	
ODP BUSINESS SOLUTIONS, LLC	60.85	536971	
FUNCTION 4 LLC	95.00	537000	
			755.85*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	8.14	536884	
AMERICAN SOLUTIONS FOR BUSINESS	735.47	536977	
FUNCTION 4 LLC	95.00	537000	
			838.61*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	39.20	536884	
AMG PRINTING & MAILING LLC	1,012.55	536943	
AMAZON CAPITAL SERVICES	1,269.70	536976	
FUNCTION 4 LLC	190.00	537000	
			2,511.45*
DISTRICT ATTORNEY			
TEXAS DISTRICT & COUNTY ATTY ASSN.	250.00	536862	
JAMES ARCENEUX	1,160.58	536880	
UNITED STATES POSTAL SERVICE	120.38	536884	
THOMSON REUTERS-WEST	4,961.09	536928	
AMAZON CAPITAL SERVICES	134.08	536976	
TOMMY COLEMAN	846.54	536978	
FUNCTION 4 LLC	380.00	537000	
ALTON BAISE	1,085.88	537003	
REGINALD BOYKIN SR	1,085.88	537004	
			10,024.43*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	1,493.03	536840	
UNITED STATES POSTAL SERVICE	324.67	536884	
JILL WIEBURSCH	1,170.00	536937	
ODP BUSINESS SOLUTIONS, LLC	468.44	536971	
FUNCTION 4 LLC	95.00	537000	
			3,551.14*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,937.50	536814	
DONALD W. DUESLER & ASSOC.	8,750.00	536829	
MARSHA NORMAND	8,750.00	536844	
KEVIN S. LAINE	4,375.00	536870	
JOHN D WEST	8,750.00	536875	
UNITED STATES POSTAL SERVICE	.74	536884	
LANGSTON ADAMS	9,750.00	536889	
ADA V. CHRISTY, CSR	297.50	536890	
JASON ROBERT NICKS	4,375.00	536910	
WILLIAM MARCUS WILKERSON	11,550.00	536924	
TURK LAW FIRM	8,750.00	536925	
RAEGAN MINALDI	8,750.00	536987	
SONNY ECKHART	800.00	536997	
FUNCTION 4 LLC	190.00	537000	
			79,025.74*
60TH DISTRICT COURT			
FUNCTION 4 LLC	95.00	537000	
			95.00*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.03	536884	
FUNCTION 4 LLC	95.00	537000	
			96.03*
172ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO. 48	TOTAL
FUNCTION 4 LLC	95.00	537000	95.00*
252ND DISTRICT COURT			
WENDELL RADFORD	2,425.00	536850	
MIKE VAN ZANDT	8,750.00	536864	
KEVIN S. LAINE	4,375.00	536870	
CHARLES ROJAS	8,750.00	536873	
UNITED STATES POSTAL SERVICE	1.48	536884	
JOEL WEBB VAZQUEZ	900.00	536894	
JASON ROBERT NICKS	4,375.00	536910	
ALLEN PARKER	8,750.00	536911	
BRITTANIE HOLMES	8,750.00	536923	
MATUSKA LAW FIRM	900.00	536931	
MARVIN LEWIS JR	8,750.00	536949	
FUNCTION 4 LLC	190.00	537000	56,916.48*
279TH DISTRICT COURT			
DAVID GROVE	198.00	536810	
NATHAN REYNOLDS, JR.	891.00	536851	
LANGSTON ADAMS	1,925.00	536889	
JOEL WEBB VAZQUEZ	660.00	536894	
KIMBERLY PHELAN, P.C.	1,870.00	536898	
TONYA CONNELL TOUPS	220.00	536902	
BRITTANIE HOLMES	220.00	536923	
THOMSON REUTERS-WEST	63.00	536928	
JENNIFER DELAGE	2,805.00	536939	
JULLIANA REYES	396.00	536947	
THE PARDUE LAW FIRM, PLLC	220.00	536960	
ALICIA K HALL PLLC	1,430.00	536961	
EVA COLETTE SHELANDER	1,430.00	536994	
FUNCTION 4 LLC	95.00	537000	12,423.00*
317TH DISTRICT COURT			
PHILLIP DOWDEN	675.00	536811	
MARVA PROVO	700.00	536848	
NATHAN REYNOLDS, JR.	325.00	536851	
KEVIN PAULA SEKALY PC	325.00	536853	
KIMBERLY PHELAN, P.C.	545.00	536898	
RONALD PLESSALA	1,050.00	536906	
FUNCTION 4 LLC	95.00	537000	3,715.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	64.91	536884	64.91*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	51.35	536884	
FUNCTION 4 LLC	95.00	537000	146.35*
JUSTICE COURT-PCT 4			
AT&T	55.16	536860	
FUNCTION 4 LLC	95.00	537000	150.16*
JUSTICE COURT-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	350.00	536859	
UNITED STATES POSTAL SERVICE	131.22	536884	
DIRECTV, LLC	111.99	536965	
ODP BUSINESS SOLUTIONS, LLC	5.19	536971	
FUNCTION 4 LLC	95.00	537000	693.40*
JUSTICE OF PEACE PCT. 8			
TEXAS STATE UNIVERSITY SAN MARS	450.00	536858	
FUNCTION 4 LLC	95.00	537000	545.00*
COUNTY COURT AT LAW NO.1			

NAME	AMOUNT	CHECK NO. 49	TOTAL
UNITED STATES POSTAL SERVICE	6.66	536884	
THOMSON REUTERS-WEST	253.00	536928	
COUNTY COURT AT LAW NO. 2			259.66*
A. MARK FAGGARD	350.00	536831	
CHARLES ROJAS	350.00	536873	
UNITED STATES POSTAL SERVICE	2.22	536884	
MATUSKA LAW FIRM	350.00	536931	
THE LAW OFFICE OF CHRISTY L CAUTHEN	775.00	536984	
FUNCTION 4 LLC	142.50	537000	
COUNTY COURT AT LAW NO. 3			1,969.72*
TODD W LEBLANC	1,175.00	536806	
THOMAS J. BURBANK PC	350.00	536816	
A. MARK FAGGARD	850.00	536831	
MARVA PROVO	750.00	536848	
FUNCTION 4 LLC	142.50	537000	
COURT MASTER			3,267.50*
ODP BUSINESS SOLUTIONS, LLC	7.39	536971	
FUNCTION 4 LLC	95.00	537000	
MEDIATION CENTER			102.39*
FUNCTION 4 LLC	95.00	537000	
COMMUNITY SUPERVISION			95.00*
FUNCTION 4 LLC	380.00	537000	
SHERIFF'S DEPARTMENT			380.00*
CHUCK'S WRECKER SERVICE	165.00	536819	
DELL MARKETING L.P.	132.49	536827	
MOORMAN & ASSOCIATES, INC.	2,115.00	536843	
UNITED STATES POSTAL SERVICE	2,874.39	536884	
RITA HURT	1,100.00	536920	
GALLS LLC	558.29	536932	
3L PRINTING COMPANY	40.00	536936	
COTTON CARGO	160.00	536953	
BEAUMONT OCCUPATIONAL SERVICES	743.45	536979	
US BANK NATIONAL ASSOCIATION	2,250.00	536996	
FUNCTION 4 LLC	855.00	537000	
CRIME LABORATORY			10,993.62*
AMAZON CAPITAL SERVICES	117.60	536976	
FUNCTION 4 LLC	95.00	537000	
JAIL - NO. 2			212.60*
BEAUMONT BRICK & STONE	32.83	536807	
BOB BARKER CO., INC.	752.55	536813	
CITY OF BEAUMONT - WATER DEPT.	16.00	536822	
COBURN SUPPLY COMPANY INC	76.76	536826	
W.W. GRAINGER, INC.	248.64	536835	
WHOLESALE ELECTRIC SUPPLY CO.	268.17	536868	
WORTH HYDROCHEM OF THE GULF COAST	390.00	536869	
LOWE'S HOME CENTERS, INC.	194.69	536888	
TEXAS GAS SERVICE	1,124.75	536891	
WORLD FUEL SERVICES	563.35	536909	
THOMSON REUTERS-WEST	3,938.21	536928	
GALLS LLC	269.94	536932	
FERGUSON ENTERPRISES INC	11,894.09	536942	
MOORE-ALL TEX SUPPLY	230.32	536946	
TRINITY SERVICES GROUP INC	51,503.19	536954	
AMAZON CAPITAL SERVICES	983.48	536976	
FUNCTION 4 LLC	755.00	537000	
JUVENILE PROBATION DEPT.			73,241.97*

NAME	AMOUNT	CHECK NO.	TOTAL
WILLIE DAVIS	25.00	536808	
UNITED STATES POSTAL SERVICE	10.50	536884	
FUNCTION 4 LLC	190.00	537000	225.50*
JUVENILE DETENTION HOME			
BEN E KEITH COMPANY	3,355.57	536893	
CENTERPOINT ENERGY RESOURCES CORP	544.46	536897	
A1 FILTER SERVICE COMPANY	359.00	536919	
WILLBANKS CONTRACTOR SUPPORT LLC	1,264.44	536934	
BIG THICKET PLUMBING INC	95.00	536945	
FUNCTION 4 LLC	95.00	537000	5,713.47*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	103.88	536884	103.88*
CONSTABLE-PCT 4			
AT&T	55.16	536860	
FUNCTION 4 LLC	95.00	537000	150.16*
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	713.05	536840	
UNITED STATES POSTAL SERVICE	2.51	536884	
GOT YOU COVERED WORK WEAR & UNIFORM	384.71	536966	
US BANK NATIONAL ASSOCIATION	14.09	536996	
FUNCTION 4 LLC	95.00	537000	1,209.36*
AGRICULTURE EXTENSION SVC			
CORENA N FITZGERALD	208.09	536952	
AMAZON CAPITAL SERVICES	21.99	536976	
REBECCA CARPENTER	31.73	536981	
US BANK NATIONAL ASSOCIATION	31.50	536996	
FUNCTION 4 LLC	155.00	537000	448.31*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	900.00	536817	
CLAYBAR FUNERAL HOME, INC.	500.00	536824	
CLAYBAR HAVEN OF REST	644.00	536881	
UNITED STATES POSTAL SERVICE	55.63	536884	
CONNIE M ROBERTS	38.95	536899	
PROCTOR'S MORTUARY INC	900.00	536912	
THOMSON REUTERS-WEST	161.90	536928	
EZEA D EDE MD	3,647.95	536962	
ODP BUSINESS SOLUTIONS, LLC	313.58	536971	
FUNCTION 4 LLC	190.00	537000	7,352.01*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	900.00	536825	
GABRIEL FUNERAL HOME, INC.	900.00	536834	
CLAYBAR HAVEN OF REST	1,288.00	536882	
MELANCON'S FUNERAL HOME	900.00	536916	
THOMSON REUTERS-WEST	161.89	536928	
KAYLEE BENNETT	76.85	536956	
EZEA D EDE MD	3,647.95	536962	
CHARTER COMMUNICATIONS	170.89	536969	
FUNCTION 4 LLC	190.00	537000	8,235.58*
NURSE PRACTITIONER			
SERVET MUHITTIN SATIR	1,000.00	536963	
FUNCTION 4 LLC	95.00	537000	1,095.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	95.00	537000	95.00*
INDIGENT MEDICAL SERVICES			

NAME	AMOUNT	CHECK NO. 51	TOTAL
CORLISS R RANDLE	600.00	536951	600.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	536877	150.00*
MAINTENANCE-BEAUMONT			
W.W. GRAINGER, INC.	985.84	536835	
ACE IMAGEWEAR	256.22	536855	
TRIANGLE ENGINE DIST.	45.97	536863	
THOMAS A/C SUPPLY INC	733.36	536876	
A1 FILTER SERVICE COMPANY	927.50	536919	
CINTAS CORPORATION	162.53	536938	
ODP BUSINESS SOLUTIONS, LLC	58.67	536971	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	24.08	536974	
US BANK NATIONAL ASSOCIATION	221.93	536996	
FUNCTION 4 LLC	95.00	537000	
FREEDOM AND GLORY	1,288.99	537001	4,800.09*
MAINTENANCE-PORT ARTHUR			
ENTERGY	4,288.33	536836	
BONIN ROOFING	14,254.00	536929	
PARKER'S BUILDING SUPPLY	105.91	536975	
MASSEY SERVICES INC	57.00	536988	
FUNCTION 4 LLC	190.00	537000	18,895.24*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	81.14	536852	
SETZER HARDWARE, INC.	42.39	536854	
CENTERPOINT ENERGY RESOURCES CORP	912.97	536897	
TEMPERATURE TECHNICIAN	762.30	536935	
AMAZON CAPITAL SERVICES	659.99	536976	
MASSEY SERVICES INC	50.00	536988	
FUNCTION 4 LLC	95.00	537000	2,603.79*
SERVICE CENTER			
SPIDLE & SPIDLE	9,848.40	536809	
HI-LINE	2,924.41	536837	
J.K. CHEVROLET CO.	413.93	536838	
M&D SUPPLY	70.30	536842	
PHILPOTT MOTORS, INC.	495.77	536845	
TATE & CO., INC.	6,028.26	536861	
HERRERA'S EMERGENCY LIGHTING	260.00	536892	
BUMPER TO BUMPER	2,484.21	536896	
AMERICAN TIRE DISTRIBUTORS	1,345.16	536907	
MIGHTY OF SOUTHEAST TEXAS	1,369.37	536918	
ADVANCE AUTO PARTS	292.23	536927	
CINTAS CORPORATION	98.29	536938	
MIDNIGHT AUTO	359.85	536940	
ODP BUSINESS SOLUTIONS, LLC	228.34	536971	
COATS COMPANY LLC	1,246.82	536983	
TRIANGLE EQUIPMENT II LLC	520.00	536986	
US BANK NATIONAL ASSOCIATION	109.13	536996	
FUNCTION 4 LLC	95.00	537000	28,189.47*
VETERANS SERVICE			
PAMELA BURCHFIELD MILLER	156.69	536886	
BLUE TRITON BRANDS INC	58.97	536993	
FUNCTION 4 LLC	190.00	537000	405.66*
MOSQUITO CONTROL FUND			1,893,286.80**
JACK BROOKS REGIONAL AIRPORT	376.02	536839	
ACE IMAGEWEAR	167.48	536855	
CENTERPOINT ENERGY RESOURCES CORP	950.48	536897	
US BANK NATIONAL ASSOCIATION	75.67	536996	
FUNCTION 4 LLC	95.00	537000	1,664.65**
FAMILY GROUP CONFERENCING			

NAME	AMOUNT	CHECK NO. 52	TOTAL
FUNCTION 4 LLC	95.00	537000	95.00**
J.C. FAMILY TREATMENT			
TEXAS ASSOCIATION OF COUNTIES	930.00	536944	
MARY BEVIL	1,309.00	536959	
ROXANNE RENEE EVANS	720.00	536995	2,959.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	11,285.60	536928	11,285.60**
EMPG GRANT			
CASH ADVANCE ACCOUNT	457.96	536840	
VERIZON WIRELESS	59.88	536877	
FUNCTION 4 LLC	808.78	536941	1,326.62**
JUVENILE PROB & DET. FUND			
VICTORIA COUNTY JUVENILE SERVICES	4,130.00	536903	
RITE OF PASSAGE	2,925.00	536958	7,055.00**
GRANT A STATE AID			
BI INCORPORATED	579.40	536874	
YOUTH ADVOCATE PROGRAMS INC	3,358.30	536901	
VICTORIA COUNTY JUVENILE SERVICES	16.89	536903	
TCSI, LLC	5,094.21	536957	
RITE OF PASSAGE	19,220.00	536958	28,268.80**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	141.18	536884	
REDWOOD TOXICOLOGY LABORATORY INC	13,314.60	536900	
JCCSC	563.00	536915	
ODP BUSINESS SOLUTIONS, LLC	147.14	536971	
FUNCTION 4 LLC	95.00	537000	14,260.92**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	95.00	537000	95.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	95.00	537000	95.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	2,054.83	536840	2,054.83**
CONST. PCT. 6 EDUCATION			
CASH ADVANCE ACCOUNT	713.05	536840	713.05**
HOTEL OCCUPANCY TAX FUND			
CINTAS, INC.	66.72	536820	
UNITED STATES POSTAL SERVICE	11.30	536884	
ALLIANCE MECHANICAL SERVICES	445.50	536895	
COUNTY SIGN & AWNING	47,495.00	536913	
FUNCTION 4 LLC	251.58	536941	
MCGRIFF INSURANCE SERVICES, INC	14,149.26	536973	
FIELDERS CHOICE	37,500.19	537002	99,919.55**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	190.00	537000	190.00**
COUNTY CLERK ELECTION CON			
CDW COMPUTER CENTERS, INC.	7,257.14	536871	7,257.14**
CAPITAL PROJECTS FUND			

NAME	AMOUNT	CHECK NO. 53	TOTAL
THE LABICHE ARCHITECTURAL GROUP	1,125.00	536812	1,125.00**
AIRPORT FUND			
SPIDLE & SPIDLE	1,773.31	536809	
SETZER HARDWARE, INC.	3.89	536854	
S.E. TEXAS BUILDING SERVICE	5,868.34	536857	
UNITED STATES POSTAL SERVICE	1.48	536884	
LOWE'S HOME CENTERS, INC.	1,046.24	536888	
CENTERPOINT ENERGY RESOURCES CORP	4,934.21	536897	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	52.48	536930	
TITAN AVIATION FUELS	23,835.56	536950	
CHARTER COMMUNICATIONS	125.65	536968	
MCGRUFF INSURANCE SERVICES, INC	256,231.11	536973	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	8.68	536974	
AMAZON CAPITAL SERVICES	1,968.00	536976	
US BANK NATIONAL ASSOCIATION	2,000.00	536996	
FUNCTION 4 LLC	95.00	537000	297,943.95**
SE TX EMP. BENEFIT POOL			
RETIREE FIRST	232,012.38	536985	
LIVINITI LLC	260,876.64	536990	
LANTERN SPECIALTY CARE	448.45	536992	493,337.47**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	370.00	536922	
MCGRUFF INSURANCE SERVICES, INC	475,729.40	536973	
TEXAS MATERIALS	465.75	536991	
FIELDERS CHOICE	1,812.31	537002	478,377.46**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	1,144.27	536967	
RUBEN ZAPATA	1,000.00	536980	
ERIKA BURGE	600.00	536989	2,744.27**
ARPA CORONAVIRUS RECOVERY			
CITY OF CHINA	500,000.00	536821	
W. JEFFERSON COUNTY M.W.D.	344,090.69	536867	844,090.69**
MARINE DIVISION			
ENTERGY	938.01	536836	
JACK BROOKS REGIONAL AIRPORT	290.52	536839	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	536872	
VERIZON WIRELESS	247.35	536879	
MCGRUFF INSURANCE SERVICES, INC	23,970.85	536973	25,506.73**
SHERIFF - COMMISSARY			
AMAZON CAPITAL SERVICES	2,183.88	536976	
GUARDIAN RFID	9,588.00	536982	11,771.88**
			4,417,619.07***

Jefferson County
American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner
Regina Rogers

Project Name / Description
Jefferson County reVision

Primary Project Contact/Requester & Title
Mary Young - Admin. Support Specialist
Brit Featherston - Board Vice President

Mailing Address
701 Calder Avenue
Beaumont, TX 77701

Request Breakdown

Year:	2026	Advance Drawdown Approved Amount:	\$ 98,778.79
Quarter:	1	Validated Total:	\$ 0.00
Total Award:	\$ 450,000.00	Unvalidated Funds Remaining Total:	\$ 64,500.00

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Actual
1 Program office space rent at First United Methodist Church Jan - Mar 2026 @ \$700/mo.	\$ 2,100.00	
2 Employee Payroll -Q1, 2026; 5 employees; 6 pay periods for Jan, Feb, Mar 2026 @ \$6,000 each	\$ 37,000.00	
3 Employer Payroll Liability/IRS - Q1, 2026; 5 employees for Jan, Feb, March 2026 payments @ 3,500/mo.	\$ 10,500.00	
4 Professional Youth Counseling Services - Q1 Jan, Feb, March 2026	\$ 1,000.00	
5 Accounting Services-Payroll (Wathen DeShong & Junker) - Q1, Jan, Feb, March 2026 - includes tax return processing	\$ 10,900.00	
6 Youth Support Purchases / Operational Expenses - non rent Jan, Feb, March 2026	\$ 2,000.00	
7 Training & Development, Marketing Jan, Feb March 2026	\$ 1,000.00	

Total Request:	\$ 64,500.00	Validated Total	\$ 0.00
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Remaining Unvalidated Funds Adjustment from previous advance:	\$ 34,278.79	Unvalidated Amt	\$ 64,500.00
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Net Drawdown Amount: \$ 98,778.79

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

Mary Young Administrative Support Spec. *2/13/2026*
Requester Signature & Title Date



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 24th day of February, 2026 on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Resolution was adopted:

In Recognition of the 190th Anniversary of the Travis Letter

WHEREAS, the Battle of the Alamo stands as one of the most defining moments in Texas history symbolizing courage, sacrifice and unwavering devotion to liberty; and

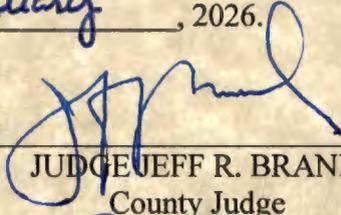
WHEREAS, when Lieutenant Colonel William Barrett Travis found the Alamo garrison besieged and under fire by the army of Santa Anna, he displayed great leadership and strength; and

WHEREAS, on February 24, 1836, 190 years ago, he penned his now famous letter, written to “the people of Texas and all Americans in the world, fellow citizens and compatriots,” the words that still stir in the hearts of Texans today”: and

WHEREAS, on this February 24, 2026 we gather to honor and commemorate the 190th anniversary of the writing of Lieutenant Colonel William Barrett Travis’ now famous letter beseeching his countrymen to come the aid of his garrison with all dispatch.

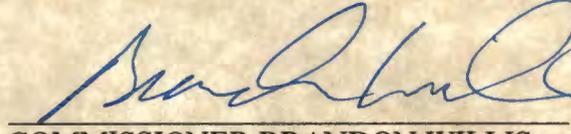
NOW, THEREFORE, the Commissioners Court of Jefferson County, Texas, does hereby proclaim February 24, 2026, as “The 190th Anniversary of the Travis Letter.”

SIGNED this 24th day of February, 2026.



JUDGE JEFF R. BRANICK
County Judge

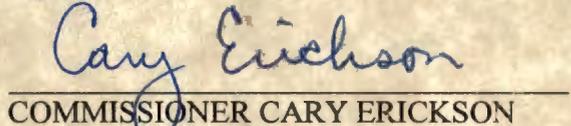




COMMISSIONER BRANDON WILLIS
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

RECEIVED FEB 13 2026

Tract #: TX-JE-087.000
County: Jefferson

February 6, 2026

JEFFERSON COUNTY
1149 Pearl St
Beaumont, TX 77701-3638Re: Surveys Access
Jefferson County, Texas
Property Description/Tax ID(s): 140976

Dear JEFFERSON COUNTY:

TGE Infrastructure Improvement Co., LLC ("**Company**"), is contacting you in connection with a new proposed natural gas pipeline project (the "**Project**"). Preliminary studies indicate that a portion of the proposed pipeline may cross lands you own or have rights in Jefferson County, Texas, the property and is more particularly depicted on the attached aerial or sketch (the "**Property**"). To determine a suitable route for the pipeline across the Property, we are requesting permission to enter upon your lands to perform the necessary surveys.

Enclosed for your review and signature is a Survey Permission form granting the Company, and/or its contractors, permission and/or a license to conduct the surveys on the Property (the "Survey Form"). Upon signing the enclosed Survey Form, please return it via the enclosed pre-paid self-addressed envelope.

The Company will limit its survey to only those portions of the Property that are anticipated to be affected by the proposed pipeline and the areas necessary to establish the property boundaries and corners.

The Company will indemnify you for any damages, resulting from the surveys.

THE COMPANY SHALL DEFEND WITH COUNSEL OF THE COMPANY'S CHOICE, INDEMNIFY, PROTECT, AND HOLD HARMLESS ALL OWNERS OF THE REFERENCED TRACT OR TRACTS, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS (THE "**INDEMNIFIED PARTIES**"), FROM ANY AND ALL THIRD PARTY LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES), EXPENSES, DAMAGES, LOSSES, AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS TO THE EXTENT CAUSED BY THE COMPANY OR ITS AGENTS OR CONTRACTORS DURING THE PERFORMANCE OF THE REQUESTED SURVEYS.

Unless authorized by you, the Company will not cut, remove, or relocate any fence for the purpose of conducting the surveys without promptly restoring and/or repairing the fence.

Upon written request, the Company will furnish to you, at no cost, a survey plat or depiction gathered and prepared from information obtained from the surveys.

If you have any specific questions to the survey request, please contact me at tford@doyleland.com or at (813) 966-6296.

Very truly yours,

Tom Ford
Sr. Right of Way Agent
Doyle Land Services, Inc.
PO Box 1307
Granbury, TX 76048

Enclosures

Exhibit Sketch of area to be surveyed
[Survey Permission Form]
Prepaid self-addressed envelope
Texas landowner's bill of rights

Survey Permission

Landowner: JEFFERSON COUNTY

Landowner Address: 1149 Pearl St Beaumont, TX 77701-3638

County: Jefferson

Tax ID(s): 140976

Tract Number(s): TX-JE-087.000

I/We (Landowner), the undersigned, hereby grant(s) permission to **TGE Infrastructure Improvement Co., LLC** (Company) its agents, contractors, sub-contractors, and their employees (the "Company Parties") to enter upon and over my/our land, including the use of existing roadways, for the purpose of conducting pipeline surveys. These surveys may include, but are not limited to, lineal, civil, geotechnical, environmental, biological, and cultural resource surveys as may be required by local, state and federal agencies for the construction of a pipeline (the "Surveys"). The Surveys may require shovel testing or other minimally intrusive activities that may cause temporary surface disturbances.

The Company Parties will not cut, remove, or relocate any fence for the purpose of conducting the Surveys without promptly restoring and/or repairing the fence. Additionally, once surveying is complete, all of your lands affected by the survey will be restored to as close as reasonably possible to the original condition before entry was made for the Survey, and all tools and equipment used in the survey will be removed as soon as the survey is completed.

Company agrees that Company Parties will conduct themselves in a professional and respectful manner and agrees to compensate Landowner for all reasonable damages to property, crops and fences, if any, that are caused by the Surveys or Company Parties' activities on the property, and which damages occur as a result of any failure by the Company Parties to restore same to as close as reasonably possible to the original condition before entry was made for the Surveys. Gates shall be closed upon entry and exit. Surveys will be focused to a corridor and Company Parties will not wander to other parts of your property, other than to ascertain boundary corners.

COMPANY SHALL DEFEND WITH COUNSEL OF COMPANY'S CHOICE, INDEMNIFY, PROTECT, AND HOLD HARMLESS LANDOWNER, ITS RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS (THE "INDEMNIFIED

PARTIES”), FROM AND AGAINST ANY AND ALL THIRD PARTY LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES), EXPENSES, DAMAGES, LOSSES, AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND UNRESTORED INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS TO THE EXTENT CAUSED BY COMPANY PARTIES DURING THE PERFORMANCE OF THE REQUESTED SURVEY.

Property Description: ATTACHED

Landowner: JEFFERSON COUNTY

Address: 1149 PEARL, 4TH FLOOR, BEAUMONT, TX 77701

Contact Number: 409-835-8466 Home Cell Work

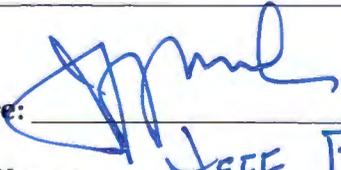
Tenant Name: _____ Not Applicable

Address: _____

Contact Number: _____ Home Cell Work

Locked Gates Livestock Aggressive Animals

Landowner Comments: The following instructions apply to surveys done on my property:

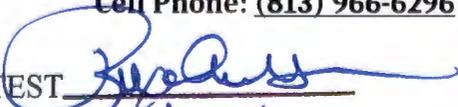
Landowner Signature: 

Landowner Printed Name: JEFF BRANICK, COUNTY JUDGE

Date: 2-24-2026

ROW Agent Name: Tom Ford

Cell Phone: (813) 966-6296

ATTEST 

DATE 2/24/26



EXHIBIT A



EXHIBIT A
TX-JE-087.000
Jefferson County, TX
JEFFERSON COUNTY
PID: 140976

PROPOSED LENGTH
1,320.9 Feet
80.06 Rods

Legend

-  Proposed Centerline
-  Tract Boundary

This exhibit is a mapping sketch descriptive only of the size, shape and location of proposed easements and does not constitute a plat or survey of the tract shown.





THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemner seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemner must also provide you a copy of the Landowner's Bill of Rights addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
 - The initial written offer must include:
 - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
 - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
 - » the conveyance instrument (such as an easement or deed); and
 - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
 - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
 - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
 - » copies of the conveyance instrument; and
 - » the Landowner's Bill of Rights.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

HOW DOES THE LEGAL CONDEMNATION PROCESS START?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

SPECIAL COMMISSIONERS' HEARING AND AWARD

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.



WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining

monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

WHO CAN BE A SPECIAL COMMISSIONER?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

CAN I GET MY PROPERTY BACK ONCE IT IS CONDEMNED?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

Additionally, you may have the right to repurchase your property if your property is acquired through eminent domain and the condemning authority:

- ◆ is required to pay property taxes on the property,
- ◆ has received a tax bill for the property, and
- ◆ has failed to pay any property taxes on the property within three years of the taxes becoming due.

The repurchase price is the price you were paid at the time of the condemnation.

ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM A:

**Required Terms for an Instrument Conveying a Pipeline Right-of-Way Easement
or an Easement Related to Pipeline Appurtenances¹**

(1) The maximum number of pipelines that may be installed in the right-of-way acquired through this instrument is ____.

(2) The types of pipeline appurtenances that are authorized to be installed under this instrument for pipeline-related appurtenances, such as pipes, valves, compressors, pumps, meters, pigging stations, dehydration facilities, electric facilities, communication facilities, and any other appurtenances that may be necessary or desirable in connection with a pipeline, are described as follows: ____.

(3) The maximum diameter, excluding any protective coating or wrapping, of each pipeline to be initially installed under this instrument for a pipeline right-of-way is ____.

(4) For each pipeline to be installed under this instrument, the type or category of substances permitted to be transported through each pipeline is ____.

(5) Any aboveground equipment or facility that Grantee² intends to install, maintain, or operate under this instrument on the surface of the pipeline easement is described as follows: ____.

(6) A description or illustration of the location of the easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit ____.

(7) The maximum width of the easement under this instrument is ____.

(8) For each pipeline to be installed under this instrument, the minimum depth at which the pipeline will initially be installed is ____.

(9) The entity installing pipeline(s) under this instrument: (check one)

- intends to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
- does not intend to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.

(10) Grantee shall provide written notice to Grantor³, 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, if and when Grantee assigns any interest conveyed under this instrument to another entity, provided that this provision does not require notice by Grantee for assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses.

(11) The easement rights conveyed by this instrument are: (check one)

- exclusive.
- nonexclusive.

¹ The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

² "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the pipeline easement.

³ "Grantor" is the property owner from whom the Grantee is acquiring the pipeline easement.

(12) Grantee may not grant to a third party access to the easement area for a purpose that is not related to one of the following: the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument or of pipeline appurtenances to be installed under this instrument.

(13) Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.

(14) After initial construction and installation of each pipeline installed under this instrument, Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.

(15) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____.
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

(16) With regard to restoring the pipeline easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable and maintaining the easement in a manner consistent with the purposes for which the easement is to be used under this instrument: (check one)

- Grantee will be responsible for the restoration.
- Grantee will reimburse Grantor for monetary damages that arise from damage to the pipeline easement area or the Grantor's remaining property, if any, caused by the Grantee and not restored or paid for as part of the consideration for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the pipeline easement area or the Grantor's remaining property.

(17) Grantee's rights of ingress, egress, entry, and access on, to, over, and across Grantor's property under this instrument are described as follows: _____.

(18) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(19) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM B:

**Required Terms for an Instrument Conveying
an Electric Transmission Line Right-of-Way Easement⁴**

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee⁵ under this instrument are generally described as follows: _____.

(2) A description or illustration of the location of the electric transmission line right-of-way easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit _____.

(3) The maximum width of the electric transmission line right-of-way easement acquired by this instrument is _____.

(4) Grantee will access the electric transmission line right-of-way easement acquired under this instrument in the following manner: _____.

(5) Grantee may not grant to a third party access to the electric transmission line right-of-way easement area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric and appurtenant facilities installed under this instrument.

(6) Grantor⁶: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement, if any.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement.

(7) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

⁴ The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

⁵ "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the electric transmission line right-of-way easement.

⁶ "Grantor" is the property owner from whom the Grantee is acquiring the electric transmission line right-of-way easement.

(8) Grantee shall restore the easement area and Grantor's remaining property to their original contours and grades, to the extent reasonably practicable, unless Grantee's safety or operational needs and the electric facilities located on the easement would be impaired. With regard to restoring the electric transmission line right-of-way easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable following future damages, if any, directly attributed to Grantee's use of the easement: (check one)

- Grantee will be responsible for the restoration, unless the safety or operational needs of Grantee and the electric facilities would be impaired.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes future damages, if any, caused by Grantee to the easement area or the Grantor's remaining property.

(9) The easement rights acquired under this instrument are: (check one)

- exclusive.
- nonexclusive.
- otherwise limited under the terms of the instrument as follows: _____.

(10) Grantee may not assign Grantee's interest in the property rights acquired under this instrument to an assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to Grantor 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.

(11) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(12) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM C:

**Optional Terms for an Instrument Conveying a Pipeline Right-of-Way Easement,
an Easement Related to Pipeline Appurtenances,
or an Electric Transmission Line Right-of-Way Easement⁷**

(1) With regard to the specific vegetation described as follows: _____, Grantor⁸: (check one):

- may recover from Grantee⁹ payment for monetary damages, if any, caused by Grantee to the vegetation.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the vegetation.

(2) With regard to income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments caused by Grantee's use of the easement acquired under this instrument, Grantor: (check one)

- may recover from Grantee payment for monetary damages, if any, caused by Grantee to Grantor's income.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to Grantor's income.

(3) Grantee shall maintain commercial liability insurance or self-insurance at all times, including during Grantee's construction and operations on the easement, while Grantee uses the easement acquired under this instrument. The insurance must insure Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of Grantee or Grantee's agents or contractors and to the extent allowed by law. If Grantee maintains commercial liability insurance, it must be issued by an insurer authorized to issue liability insurance in the State of Texas.

(4) If Grantee is subject to the electric transmission cost-of-service rate jurisdiction of the Public Utility Commission of Texas or has a net worth of at least \$25 million, Grantee shall maintain commercial liability insurance or self-insurance at levels approved by the Public Utility Commission of Texas in the entity's most recent transmission cost-of-service base rate proceeding.

⁷ Pursuant to Section 21.0114(d) of the Texas Property Code, in addition to the terms set forth in Addenda A and B, a property owner may negotiate for the inclusion of the terms in this Addendum in any instrument conveying an easement to a private entity, as defined by Section 21.0114(a) of the Texas Property Code. The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

⁸ "Grantor" is the property owner from whom the Grantee is acquiring the pipeline or electric transmission line right-of-way easement.

⁹ "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the easement.



EL ESTADO DE TEXAS

DERECHOS DEL PROPIETARIO

Esta Declaración de Derechos del Propietario se aplica a cualquier intento de expropiar su propiedad. El contenido de esta Declaración de Derechos fue establecido por la Legislatura de Texas en la Sección 402.031 del Código Gubernamental de Texas y en el Capítulo 21 del Código de Propiedad de Texas. Cualquier entidad que ejerza autoridad de dominio eminente debe proporcionarle una copia de esta Declaración de Derechos del Propietario.

1. Usted tiene derecho de recibir compensación adecuada si su propiedad es expropiada.
2. Su propiedad solamente puede ser expropiada para uso público.
3. Su propiedad solo puede ser expropiada por una entidad gubernamental o una entidad privada autorizada por la ley para hacerlo.
4. La entidad que quiere adquirir su propiedad debe informarle a usted de que quiere expropiar su propiedad.
5. La entidad que propone la expropiación de su propiedad debe darle a usted una evaluación escrita por un tasador certificado detallando la compensación adecuada que se le debe a usted por su propiedad.
6. Si cree que un agente registrado de servidumbre o derecho de paso que actúa en nombre de la entidad que desea adquirir su propiedad ha incurrido en mala conducta, puede presentar una queja por escrito ante la Comisión de Bienes Raíces de Texas (TREC) bajo la sección 1101.205 del Código de Ocupaciones de Texas. La queja debe estar firmada y puede incluir cualquier evidencia de respaldo.
7. La entidad que propone la expropiación de su propiedad debe hacer una oferta de buena fe para comprar la propiedad antes de presentar una acción legal para expropiarla – esto significa que la entidad expropiatoria debe hacer una oferta de buena fe que se conforme al Capítulo 21 del Código de Propiedad de Texas.
8. Usted puede contratar a un tasador u otro profesional para determinar el valor de la propiedad o para que le ayude en cualquier proceso de expropiación.
9. Usted puede contratar a un abogado para negociar con la entidad expropiatoria y para que lo represente en los procesos legales relacionados con la expropiación.
10. Antes de que la propiedad sea expropiada, usted tiene derecho a una audiencia ante un panel asignado por la corte que incluye a tres comisionados especiales. Los comisionados especiales deben establecer cuánto tiene que pagarle a usted la entidad expropiatoria como compensación por expropiar su propiedad. Los comisionados también deben determinar la compensación, si es necesaria, a la que tiene derecho usted por una disminución en el valor de su propiedad restante.
11. Si usted no está satisfecho con la compensación establecida por los comisionados especiales, o si tiene dudas sobre si la expropiación se llevó a cabo correctamente, tiene derecho a un juicio ante un juez o jurado. Si no está satisfecho con el dictamen del juez o jurado, puede apelar la decisión.



EL PROCESO DE EXPROPIACIÓN

El dominio eminente es la autoridad legal que ciertas entidades gubernamentales y privadas tienen para expropiar propiedad privada para uso público a cambio de compensación adecuada. Sólo las entidades autorizadas por la ley para hacerlo pueden expropiar la propiedad privada. La propiedad privada puede incluir el terreno y ciertas mejoras que existan en la propiedad.

¿A QUIÉN PUEDO CONTRATAR PARA AYUDARME?

Puede contratar a un tasador o profesional de bienes raíces para ayudarlo a determinar el valor de su propiedad, así como a un abogado para negociar con una entidad expropiatoria o para representarlo durante los procedimientos de expropiación.

¿QUÉ CALIFICA COMO UN PROPÓSITO O USO PÚBLICO?

Su propiedad puede ser expropiada sólo para un propósito o uso que sirva al público en general. Esto podría incluir la construcción o ampliación de carreteras, servicios públicos, parques, universidades y otra infraestructura que sirve al público. La ley de Texas no permite a las autoridades expropiatorias ejercer un dominio eminente para los ingresos fiscales o el desarrollo económico.

¿QUÉ ES LA COMPENSACIÓN ADECUADA?

Una compensación adecuada normalmente significa el valor de mercado de la propiedad que se está expropiando. También podría incluir ciertos daños si el valor de mercado de su propiedad restante se ve disminuido por la expropiación o el propósito público por el que está siendo expropiada.

APARTE DE LA COMPENSACIÓN ADECUADA, ¿QUÉ OTRA COMPENSACIÓN PUEDE SER PAGADA?

Si usted es desplazado de su residencia o lugar de negocios, usted puede tener derecho a reembolso por los gastos razonables incurridos mientras se muda a un nuevo sitio. Sin embargo, los costos de reembolso pueden no estar disponibles si esos gastos son recuperables bajo otra ley. Además, los gastos de reembolso están limitados al valor de mercado de la propiedad.

¿QUÉ TIENE QUE HACER UN EXPROPIADOR ANTES DE EXPROPIAR MI PROPIEDAD?

- ◆ Proporcionarle a usted una copia de esta Declaración de Derechos del Propietario antes o al mismo tiempo que la entidad le representa por primera vez que posee la autoridad de dominio eminente. También es necesario enviar esta Declaración de Derechos del Propietario a la

última dirección conocida de la persona que aparece como el propietario de la propiedad en la lista de impuestos más reciente por lo menos siete días antes de hacer su oferta final para adquirir la propiedad.

- Si el expropiador busca expropiar una servidumbre de paso para una tubería o línea de transmisión eléctrica y es una entidad privada, el expropiador también debe proporcionarle una copia de la adenda de la Declaración de Derechos del Propietario.
- La adenda describe los términos estándar requeridos en un instrumento que transmite derechos de propiedad (como una escritura de transferencia de título o una servidumbre que detalla los derechos de servidumbre) y qué términos puede negociar.
- ◆ Hacer una oferta de buena fe para comprar la propiedad. Este proceso se describe más detalladamente en el capítulo 21 del Código de Propiedad de Texas. Una oferta de buena fe incluye una oferta inicial por escrito, así como una oferta final por escrito.
 - La oferta inicial por escrito debe incluir:
 - » una copia de la Declaración de Derechos del Propietario y su apéndice (si corresponde);
 - » ya sea una declaración en negrita y de letra grande que diga si la compensación ofrecida incluye daños al resto de su propiedad restante o una tasación formal de la propiedad que identifique cualquier daño a la propiedad restante (si corresponde);
 - » el instrumento de traslado (como una servidumbre o escritura); y
 - » el nombre y número de teléfono de un empleado, afiliado o representante legal de la entidad expropiatoria.
 - ◆ La oferta final por escrito debe hacerse al menos 30 días después de la oferta escrita inicial y debe incluir, si no se proporcionó anteriormente:
 - » compensación igual o superior a la cantidad indicada en una evaluación escrita y certificada que se le proporciona;
 - » copias del instrumento de traslado; y
 - » la Declaración de Derechos del Propietario.
 - ◆ Divulgar cualquier informe de evaluación. Al hacer su oferta inicial, la entidad expropiatoria debe compartir sus informes de tasación relacionados a la propiedad de los últimos 10 años. Usted tiene derecho a discutir la oferta con otros y aceptar o rechazar la oferta de la entidad expropiatoria.

¿Y SI NO ACEPTO UNA OFERTA DE LA ENTIDAD DE EXPROPIACIÓN?

El expropiador debe darle al menos 14 días para considerar la oferta final antes de presentar una demanda para expropiar su propiedad, lo que inicia el proceso de expropiación legal.

¿CÓMO COMIENZA EL PROCESO DE EXPROPIACIÓN LEGAL?

El expropiador puede comenzar el proceso de expropiación legal presentando una demanda para adquirir su propiedad en el tribunal apropiado del condado donde se encuentra la propiedad. Al presentar la petición, la entidad expropiadora debe enviarle una copia de la petición por correo certificado con

acuse de recibo solicitado y correo de primera clase. También debe enviar una copia a su abogado si está representado por un abogado.

¿QUÉ TIENE QUE INCLUIR EL EXPROPIADOR EN LA DEMANDA PRESENTADA ANTE EL TRIBUNAL?

La demanda debe describir la propiedad que está siendo expropiada e indicar lo siguiente: el uso público; el nombre de usted; que usted y la entidad expropiadora no pudieron ponerse de acuerdo sobre el valor de la propiedad; que la entidad expropiadora le dio la Declaración de Derechos del Propietario; y que la entidad expropiadora hizo una oferta de buena fe para comprarle voluntariamente la propiedad.

AUDIENCIA DE COMISIONADOS ESPECIALES Y CONCESIÓN

A no más tardar 30 días después de que la entidad expropiadora presenta una demanda de expropiación en la corte, el juez nombrará a tres propietarios locales para servir como comisionados especiales y a dos suplentes. El juez le dará de inmediato al expropiador una orden firmada nombrando a los comisionados especiales y el expropiador debe darle a usted, a su abogado y a otras partes una copia de la orden por correo certificado con accuse de recibo solicitado. Los comisionados especiales programarán una audiencia de expropiación en el momento y lugar más temprano práctico y le darán aviso por escrito de la audiencia.



¿QUÉ HACEN LOS COMISIONADOS ESPECIALES?

El papel de los comisionados especiales es determinar cuál es la cantidad de dinero adecuada como compensación por su propiedad. Los comisionados especiales realizarán una audiencia donde usted y otras partes interesadas pueden introducir evidencia. Entonces los comisionados especiales determinarán la cantidad de dinero que es una compensación adecuada y presentarán su decisión por escrito, conocida como una "Concesión", en el tribunal con notificación a todas las partes. Una vez presentada la concesión, la entidad expropiadora podrá tomar posesión y comenzar a usar la propiedad siendo expropiada, aun si una o más partes se oponen a la Concesión de los comisionados especiales.

¿EXISTEN LIMITACIONES SOBRE LO QUE PUEDEN HACER LOS COMISIONADOS ESPECIALES?

Sí. Los comisionados especiales sólo tienen la tarea de determinar la compensación monetaria por el valor de la propiedad expropiada y el valor de cualquier daño a la propiedad restante. No deciden si la expropiación es necesaria o si el uso público es adecuado. Además, los comisionados especiales no tienen el poder de alterar los términos de una servidumbre, reducir el tamaño del terreno adquirido, o decir qué acceso se permitirá a la propiedad durante o después de la expropiación. Los comisionados especiales tampoco pueden determinar quién debe recibir qué parte de la compensación que otorgan. Esencialmente, los comisionados especiales sólo están facultados para decir cuánto dinero debe pagar el expropiador por la tierra o los derechos que se adquieren.

¿QUIÉN PUEDE SER UN COMISIONADO ESPECIAL? ¿PUEDO OBJETAR A ELLOS?

Los comisionados especiales deben ser propietarios y residentes en el condado donde se presenta el procedimiento de expropiación, y deben tomar un juramento para evaluar la cantidad de compensación adecuada de manera justa, imparcial y de acuerdo con la ley.

¿QUÉ PASA SI QUIERO OBJETAR A UN COMISIONADO ESPECIAL?

El juez debe proporcionar a las partes los nombres y la información de contacto de los comisionados especiales y suplentes. Cada parte tendrá hasta 10 días después de la fecha de la orden de nombramiento de los comisionados especiales o 20 días después de la fecha en que se presentó la petición, lo que ocurra más tarde, para eliminar a uno de los tres

comisionados especiales. Si un comisionado es eliminado, un suplente servirá como reemplazo. Otra parte puede eliminar a un comisionado especial del panel resultante dentro de los tres días posteriores a la fecha en que se hizo la eliminación inicial o de la fecha límite establecida inicialmente para hacer una eliminación, lo que ocurra más tarde.

¿QUÉ SUCEDERÁ EN LA AUDIENCIA DE LOS COMISIONADOS ESPECIALES?

Los comisionados especiales considerarán cualquier evidencia (como informes de valoración y testimonios de testigos) sobre el valor de su propiedad expropiada, los daños o el valor agregado a los bienes restantes que no están siendo expropiados, y el uso propuesto de la propiedad por parte de la entidad expropiatoria.

¿CUALES SON MIS DERECHOS EN LA AUDIENCIA DE LOS COMISIONADOS ESPECIALES?

Usted tiene derecho ya sea a comparecer o a no presentarse en la audiencia. Si comparece, puede interrogar a testigos u ofrecer sus propias pruebas sobre el valor de la propiedad. La entidad expropiatoria debe darle todos los informes de tasación existentes con respecto a su propiedad utilizados para determinar una opinión de valor al menos tres días antes de la audiencia. Si tiene la intención de utilizar informes de valoración para respaldar su reclamo sobre una compensación

adecuada, debe proporcionarlos a la entidad expropiatoria 10 días después de recibirlos o tres días hábiles antes de la audiencia, lo que ocurra antes.

¿TENGO QUE PAGAR POR LA AUDIENCIA DE LOS COMISIONADOS ESPECIALES?

Si la concesión de los comisionados especiales es menor o igual a la cantidad que la entidad expropiatoria ofreció pagar antes de que comenzara el procedimiento, entonces usted puede ser responsable del costo del procedimiento de expropiación. Pero, si la concesión es más que la entidad expropiatoria ofreció pagar antes de que comenzará el procedimiento, entonces la entidad expropiatoria será responsable de los costos.

¿QUÉ TIENE QUE HACER EL EXPROPIADOR PARA TOMAR POSESIÓN DE LA PROPIEDAD?

Una vez que la entidad expropiatoria le pague el monto de la concesión o la deposite en el registro del tribunal, la entidad puede tomar posesión de la propiedad y poner la propiedad a uso público. Las autoridades expropiatorias no gubernamentales también pueden estar obligadas a registrar bonos además de la concesión. Usted tiene el derecho de retirar fondos que se depositan en el registro del tribunal, pero cuando retira tal dinero, ya no puede impugnar si la acción de dominio eminente es válida, solo si la cantidad de compensación es adecuada.

OPONERSE A LA CONCESIÓN DE LOS COMISIONADOS ESPECIALES

Si usted, la entidad expropiatoria o cualquier otra parte no está satisfecho la concesión, esa parte puede objetar formalmente. La objeción debe presentarse por escrito ante el tribunal y debe presentarse el primer lunes después del día 20 después de que el secretario notifique que los comisionados han presentado su concesión ante el tribunal. Si ninguna parte se opone puntualmente a la concesión de los comisionados especiales, el tribunal adoptará la concesión como la compensación final que se debe y emitirá una sentencia final en ausencia de objeción.

¿QUÉ SUCEDE DESPUÉS DE QUE ME OPONGO A LA CONCESIÓN DE LOS COMISIONADOS ESPECIALES?

Si una parte se opone puntualmente, el tribunal escuchará el caso al igual que otras demandas civiles. Cualquier parte que

se oponga a la concesión tiene derecho a un juicio y puede elegir si el caso es decidido por un juez o jurado.

¿QUIEN PAGA EL COSTO DEL JUICIO?

Si el monto del veredicto en el juicio es mayor que el monto de la concesión de los comisionados especiales, el expropiador puede ser ordenado a pagar los costos. Si el veredicto en el juicio es igual o menor que la cantidad que el expropiador ofreció originalmente, se le puede ordenar a usted pagar los costos.

¿ES EL VEREDICTO DEL JUICIO LA DECISIÓN FINAL?

No necesariamente. Después del juicio, cualquier parte puede apelar la sentencia dictada por el tribunal.



DESESTIMACIÓN DE LA ACCIÓN DE EXPROPIACIÓN

Una acción de expropiación puede ser desestimada por la propia autoridad expropiatoria o por una moción del propietario.

¿QUÉ SUCEDE SI LA AUTORIDAD EXPROPIATORIA YA NO QUIERE TOMAR MI PROPIEDAD?

Si una entidad expropiatoria decide que ya no necesita su propiedad expropiada, puede presentar una moción para desestimar el procedimiento de expropiación. Si el tribunal concede la moción para desestimar, el caso ha terminado, y usted puede recuperar honorarios razonables y necesarios para abogados, tasadores, fotógrafos y para otros gastos hasta esa fecha.

¿Y SI NO CREO QUE LA ENTIDAD EXPROPIATORIA TIENE DERECHO A TOMAR MI PROPIEDAD?

Puede impugnar el derecho a expropiar su propiedad presentando una moción para desestimar el procedimiento de expropiación. Por ejemplo, un propietario podría impugnar la afirmación de la entidad expropiatoria de que busca expropiar la propiedad para un uso público. Si el tribunal concede la moción del propietario, el tribunal puede otorgar al propietario honorarios y gastos razonables y necesarios incurridos hasta esa fecha.

¿PUEDO RECUPERAR MI PROPIEDAD UNA VEZ QUE HA SIDO EXPROPIADA?

Usted puede tener el derecho de comprar de nuevo su propiedad si su propiedad es adquirida a través de dominio eminente y:

- ◆ el uso público para el que se adquirió la propiedad se cancela antes de que dicha propiedad se ponga a ese uso,
- ◆ no se hace ningún progreso real hacia el uso público dentro de 10 años, o
- ◆ la propiedad se vuelve innecesaria para uso público en un plazo de 10 años.

Además, usted podría tener el derecho de recomprar su propiedad si esta fue adquirida mediante expropiación y la autoridad expropiante:

- ◆ está obligada a pagar impuestos prediales sobre la propiedad,
- ◆ ha recibido una factura de impuestos de la propiedad, y
- ◆ no ha pagado dichos impuestos dentro de los tres años posteriores a su fecha de vencimiento.

El precio de readquirir es el precio que se le pagó en el momento de la expropiación.

RECURSOS ADICIONALES Y ADENDA

Para obtener más información acerca de los procedimientos, plazos y requisitos descritos en este documento, consulte el capítulo 21 del Código de Propiedad de Texas. A esta declaración se adjunta una adición que discute los términos requeridos para un instrumento de traslado bajo la sección 21.0114 (c) del Código de Propiedad, y los términos de traslado que un propietario puede negociar bajo la sección 21.0114 (d) del Código de Propiedad.

La información de esta declaración pretende ser un resumen de las porciones aplicables de la ley estatal de Texas como lo requiere HB 1495, promulgada por la 80a Legislatura de Texas, Sesión Regular. Esta declaración no es asesoramiento legal y no sustituye a un abogado.

DECLARACIÓN DE DERECHOS DEL PROPIETARIO DEL ESTADO DE TEXAS

ANEXO A:**Términos obligatorios de un instrumento que concede la servidumbre de paso para una tubería o servidumbre de los accesorios de una tubería¹**

- (1) El número máximo de tuberías que podrán instalarse en el derecho de paso que se adquiere mediante este instrumento es _____.
- (2) Los tipos de accesorios de tuberías cuya instalación se autoriza en virtud de este instrumento para los accesorios relacionados con las tuberías, tales como ductos, válvulas, compresores, bombas, medidores, estaciones de mantenimiento, instalaciones de deshidratación, instalaciones eléctricas, instalaciones de comunicación y todo otro accesorio que pueda ser necesario o conveniente en relación con una tubería, se describen de esta manera: _____.
- (3) El diámetro máximo de cada tubería que se instale inicialmente en virtud de este instrumento para el derecho de paso de la tubería, sin incluir los revestimientos o envolturas de protección, es _____.
- (4) El tipo o la categoría de sustancias que se pueden transportar por cada tubería que se instale en virtud de este instrumento es _____.
- (5) Cualquier equipo o instalación sobre la superficie que el Beneficiario² pretenda instalar, mantener u operar sobre la superficie de la servidumbre de paso para la tubería en virtud de este instrumento, se describe de esta manera: _____.
- (6) Se adjunta como Prueba _____ una descripción o ilustración del lugar de la servidumbre de paso, lo que incluye una descripción de los metros y límites o de la línea central, un plano, una representación aérea o de otro tipo basada en un mapa del lugar de la servidumbre en la propiedad.
- (7) El ancho máximo para la servidumbre en virtud de este instrumento es _____.
- (8) Para cada tubería que se instale en virtud de este instrumento, la profundidad mínima a la que se instalará inicialmente la tubería es _____.
- (9) La entidad que instalará la(s) tubería(s) en virtud de este instrumento: (marque una opción)
- pretende hacer zanjas dobles en las zonas de la servidumbre de la tubería, que no se instalan mediante excavación o perforación horizontal dirigida.
 - no pretende hacer zanjas dobles en las zonas de la servidumbre de la tubería, que no se instalan mediante excavación o perforación horizontal dirigida.
- (10) En caso de que el Beneficiario ceda a otra entidad algún interés concedido en virtud de este instrumento, el Beneficiario deberá enviar una nota por escrito al Concedente³ a la última dirección conocida de la persona a cuyo nombre figura la propiedad en el padrón impositivo más reciente de cualquier unidad impositiva autorizada a cobrar impuestos sobre la propiedad, siempre que esta disposición no exija la notificación por parte del Beneficiario para la cesión a una filial o a un sucesor a través de fusión, consolidación u otro tipo de venta o transferencia de todos o casi todos sus activos y negocios.
- (11) Los derechos de servidumbre que se conceden mediante este instrumento son: (marque una opción)
- exclusivos.
 - no exclusivos.

¹ Los términos de la servidumbre que se incluyen en este anexo se pueden enmendar, modificar u omitir mediante un acuerdo entre la autoridad expropiatoria y el propietario, de conformidad con las secciones 21.0114(d), (e) y (f) del Código de Propiedad de Texas.

² "Beneficiario" es la entidad privada que adquiere la servidumbre de la tubería, según la definición de la Sección 21.0114(a) del Código de Propiedad de Texas.

³ "Concedente" es el dueño de propiedad de quien el Beneficiario adquiere la servidumbre de paso para la tubería.

(12) El Beneficiario no podrá conceder a un tercero el acceso a la zona de servidumbre para fines que no estén relacionados con alguno de los siguientes: la construcción, la seguridad, la reparación, la inspección, el mantenimiento, el reemplazo, la operación o la remoción de cada tubería que se instale en virtud de este instrumento, o de los accesorios de la tubería que se instalen en virtud de este instrumento.

(13) El Concedente: (marque una opción)

- podrá recuperar del Beneficiario los daños monetarios reales, si los hubiera, ocasionados por la construcción e instalación de cada tubería que se instale en virtud de este instrumento.
- reconoce que la contraprestación pagada por la servidumbre adquirida en virtud de este instrumento incluye los daños monetarios, si los hubiera, ocasionados por la construcción y la instalación de cada tubería que se instale en virtud de este instrumento.

(14) Después de la construcción y la instalación inicial de cada tubería instalada en virtud de este instrumento, el Concedente: (marque una opción)

- podrá recuperar del Beneficiario los daños monetarios reales, si los hubiera, ocasionados por la reparación, el mantenimiento, la inspección, el reemplazo, la operación o la remoción de cada tubería que se instale en virtud de este instrumento.
- reconoce que la contraprestación pagada por la servidumbre adquirida en virtud de este instrumento incluye los daños monetarios, si los hubiera, ocasionados por la reparación, el mantenimiento, la inspección, el reemplazo, la operación o la remoción de cada tubería que se instale en virtud de este instrumento.

(15) El Concedente: (marque una opción)

- y el Beneficiario acuerdan, sobre la remoción, el corte, el uso, la reparación y el reemplazo por parte del Beneficiario, de las puertas y cercas que atraviesan el lugar de la servidumbre o que serán utilizadas por el Beneficiario en virtud de este instrumento, que el Beneficiario accederá y asegurará la servidumbre adquirida en virtud de este instrumento de esta manera: _____.
- podrá recuperar del Beneficiario el pago de los daños monetarios, si los hubiera, que el Beneficiario haya ocasionado a las puertas y cercas, si las hubiera, en la medida en que estas no se restauren o se paguen como parte de la contraprestación pagada en virtud de este instrumento.
- reconoce que la contraprestación pagada por la servidumbre adquirida en virtud de este instrumento incluye los daños monetarios, si los hubiera, ocasionados por el Beneficiario a las puertas y cercas.

(16) Sobre la restauración de la zona de la servidumbre de la tubería adquirida en virtud de este instrumento y de la propiedad restante del Concedente utilizada por el Beneficiario a una condición tan cercana a la original como sea razonablemente factible y el mantenimiento de la servidumbre de una manera coherente con los propósitos para los que la servidumbre debe utilizarse en virtud de este instrumento: (marque una opción)

- el Beneficiario será responsable de la restauración.
- el Beneficiario reembolsará al Concedente los daños monetarios ocasionados por los daños a la zona de servidumbre de la tubería o a los demás bienes del Concedente, si los hubiera, ocasionados por el Beneficiario y no restaurados o pagados como parte de la contraprestación del instrumento.
- reconoce que la contraprestación pagada por la servidumbre adquirida en virtud de este instrumento incluye los daños monetarios, si los hubiera, ocasionados por el Beneficiario a la zona de la servidumbre o al resto de la propiedad del Concedente.

(17) Los derechos del Beneficiario de ingreso a la propiedad del Concedente, egreso de esta, entrada a esta y acceso en esta, a esta, sobre esta y a través de esta, en virtud de este instrumento, se describen de esta manera: _____.

(18) El Beneficiario no podrá ejercer los derechos de propiedad adquiridos en virtud de este instrumento de una manera diferente a la establecida en este instrumento sin el consentimiento expreso y por escrito del Concedente.

(19) Los términos de este instrumento son vinculantes para los herederos, sucesores y cesionarios del Concedente y del Beneficiario.

DECLARACIÓN DE DERECHOS DEL PROPIETARIO DEL ESTADO DE TEXAS

ANEXO B:**Términos obligatorios de un instrumento
que concede la servidumbre de paso para una línea de transmisión eléctrica⁴**

(1) Los usos de la superficie de la propiedad que será ocupada por la servidumbre de paso para la línea de transmisión eléctrica adquirida por el Beneficiario⁵ en virtud de este instrumento se describen, de manera general, de esta manera:

(2) Se adjunta como Prueba _____ una descripción o ilustración del lugar de la servidumbre de paso para la línea de transmisión eléctrica, lo que incluye una descripción de los metros y límites o de la línea central, un plano, una representación aérea o de otro tipo basada en un mapa del lugar de la servidumbre en la propiedad.

(3) El ancho máximo de la servidumbre de paso para la línea de transmisión eléctrica adquirida en virtud de este instrumento es _____.

(4) El Beneficiario accederá a la servidumbre de paso para la línea de transmisión eléctrica adquirida en virtud de este instrumento de esta manera: _____.

(5) El Beneficiario no podrá conceder a un tercero el acceso a la zona de servidumbre de paso para la línea de transmisión eléctrica para fines que no estén relacionados con alguno de los siguientes: la construcción, la seguridad, la reparación, la inspección, el mantenimiento, el reemplazo, la operación o la remoción de las instalaciones eléctricas o accesorias que se instalen en virtud de este instrumento.

(6) El Concedente⁶: (marque una opción)

- podrá recuperar del Beneficiario los daños monetarios reales, si los hubiera, ocasionados por la construcción, la operación, la reparación, el mantenimiento, la inspección, el reemplazo y la futura remoción de las líneas y las instalaciones de soporte posteriores a la construcción inicial en la servidumbre, si fuera el caso.
- reconoce que la contraprestación pagada por la servidumbre adquirida en virtud de este instrumento incluye los daños monetarios, si los hubiera, ocasionados por la construcción, la operación, la reparación, el mantenimiento, la inspección, el reemplazo y la futura remoción de las líneas y las instalaciones de soporte posteriores a la construcción inicial en la servidumbre, si fuera el caso.

(7) El Concedente: (marque una opción)

- y el Beneficiario acuerdan, sobre la remoción, el corte, el uso, la reparación y el reemplazo, por parte del Beneficiario, de las puertas y cercas que atraviesan el lugar de la servidumbre o que serán utilizadas por el Beneficiario en virtud de este instrumento, que el Beneficiario accederá y asegurará la servidumbre adquirida en virtud de este instrumento de esta manera: _____.
- podrá recuperar del Beneficiario el pago de los daños monetarios, si los hubiera, que el Beneficiario haya ocasionado a las puertas y cercas, si las hubiera, en la medida en que estas no se restauren o se paguen como parte de la contraprestación pagada en virtud de este instrumento.
- reconoce que la contraprestación pagada por la servidumbre adquirida en virtud de este instrumento incluye los daños monetarios, si los hubiera, ocasionados por el Beneficiario a las puertas y cercas.

⁴ Los términos de la servidumbre que se incluyen en este anexo se pueden enmendar, modificar u omitir mediante un acuerdo entre la autoridad expropiatoria y el propietario, de conformidad con las secciones 21.0114(d), (e) y (f) del Código de Propiedad de Texas.

⁵ "Beneficiario" es la entidad privada que adquiere la servidumbre de paso para la línea de transmisión eléctrica, según la definición de la Sección 21.0114(a) del Código de Propiedad de Texas.

⁶ "Concedente" es el dueño de propiedad de quien el Beneficiario adquiere la servidumbre de paso para la línea de transmisión eléctrica.

(8) El Beneficiario deberá restaurar la zona de servidumbre y la propiedad restante del Concedente a sus formas y niveles originales, en la medida en que sea razonablemente factible, a menos que eso afecte la seguridad o las necesidades operativas del Beneficiario y las instalaciones eléctricas situadas en la servidumbre. Sobre la restauración de la zona de la servidumbre de paso para la línea de transmisión eléctrica adquirida en virtud de este instrumento y de la propiedad restante del Concedente utilizada por el Beneficiario a una condición tan cercana a la original como sea razonablemente factible si hubiera daños futuros que se atribuyan directamente al uso de la servidumbre por parte del Beneficiario: (marque una opción)

- el Beneficiario será responsable de la restauración, a menos que esto afecte a la seguridad o las necesidades operativas del Beneficiario y las instalaciones eléctricas.
- el Concedente reconoce que la contraprestación pagada por la servidumbre adquirida en virtud de este instrumento incluye los daños futuros, si los hubiera, ocasionados por el Beneficiario a la zona de la servidumbre o al resto de la propiedad del Concedente.

(9) Los derechos de servidumbre que se adquieren en virtud este instrumento son: (marque una opción)

- exclusivos.
- no exclusivos.
- limitados por los términos del instrumento de la siguiente manera: _____.

(10) El Beneficiario no podrá ceder sus intereses sobre los derechos de propiedad adquiridos en virtud de este instrumento a un cesionario que no opere como una empresa de servicios públicos sujeta a la jurisdicción de la Comisión de Servicios Públicos de Texas o a la Comisión Federal Reguladora de la Energía, sin notificar por escrito al Concedente a la última dirección conocida de la persona a cuyo nombre figura la propiedad en el padrón impositivo más reciente de cualquier unidad impositiva autorizada a cobrar impuestos sobre la propiedad.

(11) El Beneficiario no podrá ejercer los derechos de propiedad adquiridos en virtud de este instrumento de una manera diferente a la establecida en este instrumento sin el consentimiento expreso y por escrito del Concedente.

(12) Los términos de este instrumento son vinculantes para los herederos, sucesores y cesionarios del Concedente y del Beneficiario.

DECLARACIÓN DE DERECHOS DEL PROPIETARIO DEL ESTADO DE TEXAS

ANEXO C:

**Términos opcionales de un instrumento que concede la servidumbre de paso para una tubería,
la servidumbre de paso para los accesorios de una tubería
o la servidumbre de paso para una línea de transmisión eléctrica⁷**

- (1) Sobre la vegetación específica, que se describe de esta manera: _____, el Concedente⁸: (marque una opción):
- podrá recuperar del Beneficiario⁹ el pago de los daños monetarios, si los hubiera, ocasionados por el Beneficiario a la vegetación.
 - el Concedente reconoce que la contraprestación pagada por la servidumbre adquirida en virtud de este instrumento incluye los daños monetarios, si los hubiera, ocasionados por el Beneficiario a la vegetación.

(2) Sobre la pérdida de ingresos por la interrupción de la producción agrícola existente o de los arrendamientos existentes, sobre la base de pérdidas verificables o pagos de arrendamiento ocasionados por el uso que haga el Beneficiario de la servidumbre adquirida en virtud de este instrumento, el Concedente: (marque una opción)

- podrá recuperar del Beneficiario el pago de los daños monetarios, si los hubiera, que el Beneficiario ocasione a los ingresos del Concedente.
- el Concedente reconoce que la contraprestación pagada por la servidumbre adquirida en virtud de este instrumento incluye los daños monetarios, si los hubiera, que el Beneficiario ocasione a los ingresos del Concedente.

(3) El Beneficiario tendrá que mantener un autoseguro o un seguro comercial de responsabilidad civil en todo momento, incluso durante la construcción y las operaciones del Beneficiario en la servidumbre, por el tiempo que el Beneficiario use la servidumbre adquirida en virtud de este instrumento. El seguro debe asegurar al Concedente contra la responsabilidad por lesiones personales y daños a la propiedad que sufra cualquier persona, en la medida en que sean ocasionados por la negligencia del Beneficiario o de sus agentes o contratistas, y en la medida en que lo permita la ley. Si el Beneficiario tiene un seguro comercial de responsabilidad civil, este deberá ser emitido por una aseguradora autorizada para emitir seguros de responsabilidad civil en el estado de Texas.

(4) Si el Beneficiario está sujeto a la jurisdicción de la tarifa de costo del servicio de transmisión eléctrica de la Comisión de Servicios Públicos de Texas o tiene un patrimonio neto de, por lo menos, \$25 millones, el Beneficiario deberá mantener un autoseguro o un seguro comercial de responsabilidad civil al nivel aprobado por la Comisión de Servicios Públicos de Texas en el procedimiento de tarifa base de costo del servicio de transmisión más reciente de la entidad.

⁷ De conformidad con la Sección 21.0114(d) del Código de Propiedad de Texas, además de los términos establecidos en los Anexos A y B, un propietario puede negociar para que se incluyan los términos de este Anexo en cualquier instrumento que conceda una servidumbre a una entidad privada, tal como se define en la Sección 21.0114(a) del Código de Propiedad de Texas. Los términos de la servidumbre que se incluyen en este anexo se pueden enmendar, modificar u omitir mediante un acuerdo entre la autoridad expropiatoria y el propietario, de conformidad con las secciones 21.0114(d), (e) y (f) del Código de Propiedad de Texas.

⁸ "Concedente" es el dueño de propiedad de quien el Beneficiario adquiere la servidumbre de paso para la tubería o la línea de transmisión eléctrica.

⁹ "Beneficiario" es la entidad privada que adquiere la servidumbre de paso, según la definición de la Sección 21.0114(a) del Código de Propiedad de Texas.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement and that it is necessary to expand the existing zone to allow for greater storage capacity.
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 5th day of August, 2025.



JEFF R. BRANICK
County Judge



COMMISSIONER BRANDON WILLIS
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



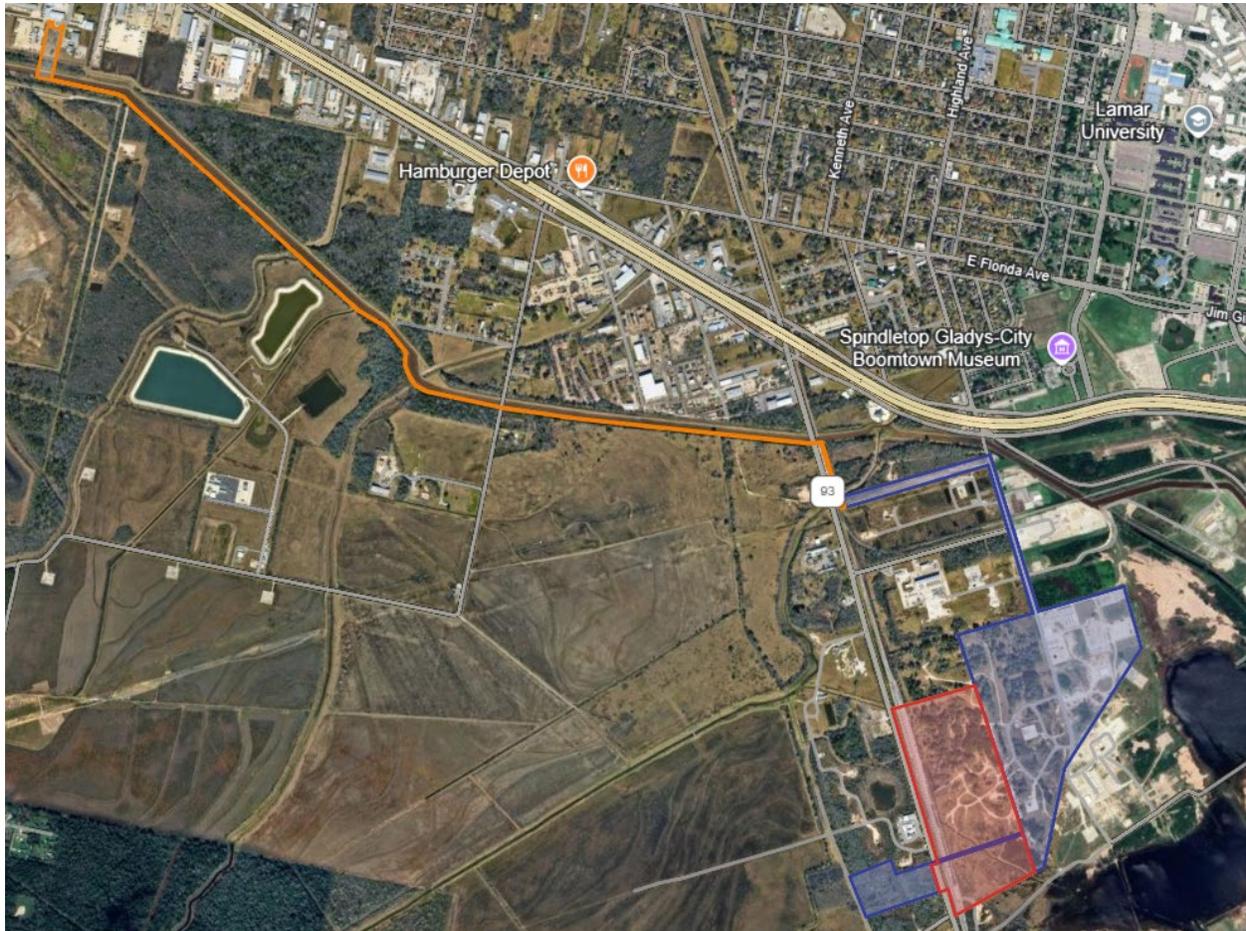
COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

AMENDED REINVESTMENT ZONE

BLUE – ORIGINAL REINVESTMENT ZONE

RED – ADDITIONAL CAVERNS

ORANGE – CONNECTION TO 3805 STONE OAK PARCEL (CONTROL ROOM/OFFICE)









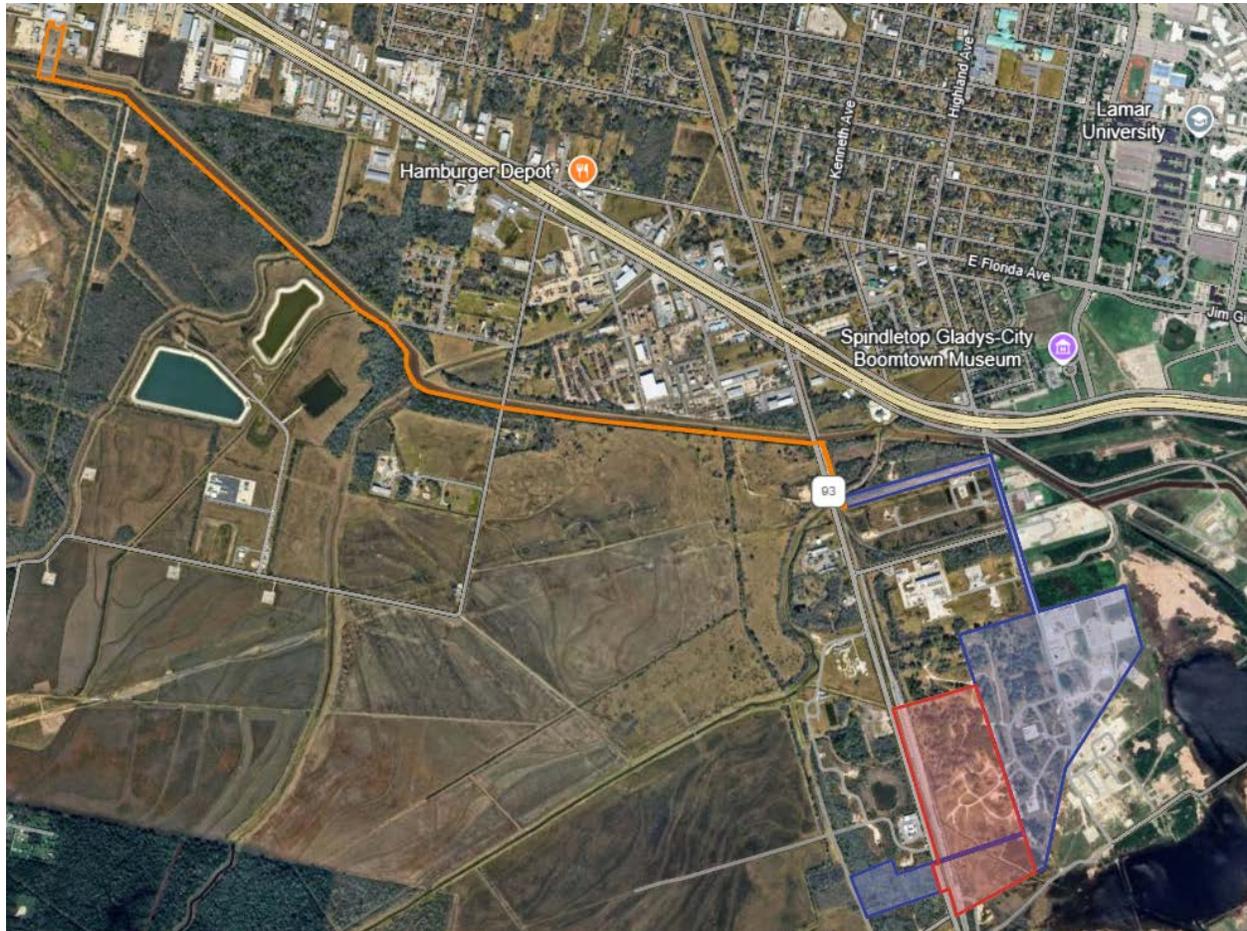
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AMENDED REINVESTMENT ZONE

BLUE – ORIGINAL REINVESTMENT ZONE

RED – ADDITIONAL CAVERNS

ORANGE – CONNECTION TO 3805 STONE OAK PARCEL (CONTROL ROOM/OFFICE)









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Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY,
TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 24th day of February, 2026, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Resolution was adopted:

Jefferson County Engineer's Week Resolution

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways for the benefit of society's needs through the design of water and wastewater systems, flood control systems, roads, bridges, airports, parks, open spaces and buildings; and

WHEREAS, Engineer's innovations drive progress in infrastructure, manufacturing, technology, healthcare, and sustainability; and

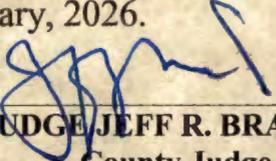
WHEREAS, Engineers face the technological challenges of our time-from rebuilding towns devastated by natural disasters, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future; and,

WHEREAS, Engineers work to encourage students to realize the practical power of their knowledge and creativity to explore science, technology, engineering and mathematics; and,

WHEREAS, Society will look more than ever to Engineers and their knowledge and skills to meet the challenges of the twenty-first century and beyond; and,

NOW THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County does hereby recognize and celebrate the dedication, ingenuity, and impact of engineers throughout our area, and do hereby proclaim the week of February 22nd through the 28th, 2026, as **Engineers Week** in Jefferson County and recognize the efforts of our local engineers whose skills are central to our quality of life and our nation's competitiveness.

Signed this 24th day of February, 2026.



JUDGE JEFF R. BRANICK
County Judge

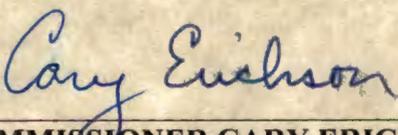




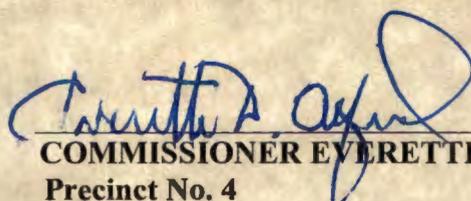
COMMISSIONER BRANDON WILLIS
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

FIELD NOTE DESCRIPTION

BEING A 5.7402 ACRE TRACT OF LAND LYING IN THE WILLIAM MURPHY SURVEY, ABSTRACT NO. 17, IN JEFFERSON COUNTY, TEXAS, BEING OUT OF AND A PORTION OF THAT CERTAIN 62.2 ACRE TRACT OF LAND DESIGNATED AS BLOCK NO. 15 OF THE ORANGE FARMS SUBDIVISION OF RECORD IN VOLUME 5 ON PAGE 45 OF THE MAP RECORDS OF JEFFERSON COUNTY, TEXAS, ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO JOSHUA H. DRODDY & AMANDA J. GARY DRODDY OF RECORD IN COUNTY CLERK'S FILE NO. 2024003538 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, ALL OF THAT CERTAIN 2.612 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO JOSHUA H. DRODDY & AMANDA J. GARY DRODDY OF RECORD IN COUNTY CLERK'S FILE NO. 2024007873 OF THE SAID OFFICIAL PUBLIC RECORDS AND ALL OF THAT CERTAIN 2.367 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO RANDY HANCOCK & DANA HANCOCK OF RECORD IN COUNTY CLERK'S FILE NO. 2025-5753 OF THE SAID OFFICIAL PUBLIC RECORDS, SAID 5.7402 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL BEARING AND COORDINATES INDICATED HEREON ARE BASED ON TEXAS COORDINATE SYSTEM VALUES - TEXAS SOUTH CENTRAL ZONE - 4204 (NAD 83) BEGINNING AT A 1/2" IRON ROD FOUND HAVING TEXAS COORDINATE SYSTEM VALUES OF N: 13,912,786.50" AND E: 3,525,505.62" MARKING THE NORTH RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD (FM 365) (A CALLED 120' WIDE PUBLIC ROADWAY), THE WEST LINE OF THAT CERTAIN 1.51 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO LOWER NECHES VALLEY AUTHORITY OF THE COUNTY OF JEFFERSON OF RECORD IN VOLUME 1606 ON PAGE 263 OF THE SAID DEED RECORDS, THE SOUTHWEST CORNER OF SAID DRODDY TRACT AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 86°35'55" W ALONG AND WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FM 365 AND WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 164.84 FEET TO A 1/2" CAPPED IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 2.367 ACRE TRACT AND CONTINUING FOR A TOTAL DISTANCE OF 330.24 FEET TO A 1/2" CAPPED IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO EUGENE A. ROSS AND JACQUELYN OF RECORD IN FILM CODE NO. 103-83-1397 OF THE SAID DEED RECORDS, THE SOUTHWEST CORNER OF SAID 2.367 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 03°39'11" W ALONG AND WITH THE EAST LINE OF SAID ROSS TRACT AND WITH THE WEST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 623.83 FEET TO 1/2" CAPPED IRON ROD FOUND (SOUTEX) MARKING THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO BMV DIVISION L.L.C. OF RECORD IN COUNTY CLERK'S FILE NO. 2015036538 OF THE SAID OFFICIAL PUBLIC RECORDS, THE NORTHEAST CORNER OF SAID ROSS TRACT, THE NORTHWEST CORNER OF SAID 2.367 ACRE TRACT AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 86°20'18" E ALONG AND WITH THE SOUTH LINE OF SAID BMV DIVISION L.L.C. TRACT AND WITH THE NORTH LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 165.09 FEET TO A 1/2" CAPPED IRON ROD FOUND (SOUTEX) AND CONTINUING FOR A TOTAL DISTANCE OF 495.09 FEET TO A 1/2" CAPPED IRON ROD SET (F&S 409 832-7238) MARKING THE WEST LINE OF D.H. BARNES SURVEY, ABSTRACT NO. 741 OF THE JEFFERSON COUNTY, TEXAS, THE WEST LINE OF A CALLED 175.07 ACRE TRACT OF RECORD IN COUNTY CLERK'S FILE NO. 2019024761 OF THE SAID OFFICIAL PUBLIC RECORDS AND BETTER DESCRIBED IN VOLUME 1260 ON PAGE 441 OF THE SAID DEED RECORDS, THE EAST LINE OF SAID WILLIAM MURPHY SURVEY, ABSTRACT NO. 17, THE SOUTHWEST CORNER OF THAT CERTAIN 1.16 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO LOWER NECHES VALLEY AUTHORITY OF RECORD IN VOLUME 1796 ON PAGE 446 OF THE SAID DEED RECORDS, THE NORTHEAST CORNER OF SAID 2.612 ACRE TRACT AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 03°38'35" E ALONG AND WITH THE WEST LINE OF SAID D.H. BARNES SURVEY, ABSTRACT NO. 741, THE SAID WILLIAM MURPHY SURVEY, ABSTRACT NO. 17 AND WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 262.87 FEET TO A 1/2" CAPPED IRON ROD SET (F&S 409 832-7238) MARKING THE WEST LINE OF SAID 175.07 ACRE TRACT, THE NORTHEAST CORNER OF SAID 1.51 ACRE TRACT, AN EXTERIOR "ELL" CORNER ON THE EAST LINE OF SAID 2.612 ACRE TRACT AND BEING AN EXTERIOR "ELL" CORNER ON THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE S 86°12'18" W ALONG AND WITH THE NORTH LINE OF SAID 1.51 ACRE TRACT AND WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 162.48 FEET TO A 1/2" CAPPED PIPE FOUND MARKING THE NORTHWEST CORNER OF SAID 1.51 ACRE TRACT, AN INTERIOR "ELL" CORNER ON THE EAST LINE OF SAID 2.612 ACRE TRACT AND BEING AN INTERIOR "ELL" CORNER OF THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE S 03°17'00" E ALONG AND WITH THE EAST LINE OF SAID 2.612 ACRE TRACT, THE EAST LINE OF SAID DRODDY TRACT AND WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 362.09 FEET TO THE POINT OF BEGINNING, CONTAINING IN AREA, 5.7402 ACRES OF LAND.

STATE OF TEXAS COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, JOSHUA H. DRODDY AND AMANDA L. GARY DRODDY, OWNERS OF ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN COUNTY CLERK'S FILE NO. 2024003538 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, AND ALL THAT CERTAIN 2.612-ACRE TRACT OF LAND DESCRIBED IN COUNTY CLERK'S FILE NO. 2024007873 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, SAID TRACTS BEING OUT OF AND A PORTION OF BLOCK NO. 15 OF THE ORANGE FARMS SUBDIVISION, AS RECORDED IN VOLUME 5, PAGE 45 OF THE MAP RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY PARTITION THE TRACTS LISTED ABOVE INTO TRACTS I AND II, BLOCK 15, ORANGE FARMS SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON.

THIS PARTITION IS MADE SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT.

Joshua H. Droddy, Owner signature and name.

Amanda L. Gary Droddy, Owner signature and name.

STATE OF TEXAS COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSHUA H. DRODDY AND AMANDA L. GARY DRODDY, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY 4th of February A.D., 2026.

Notary Public Tabitha M. Haygood, My Commission Expires 12/09/2026.

STATE OF TEXAS COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, RANDY HANCOCK AND DANA HANCOCK, OWNERS OF ALL THAT CERTAIN 2.367 ACRE TRACT OF LAND DESCRIBED IN COUNTY CLERK'S FILE NO. 2025-5753 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, SAID TRACT BEING OUT OF AND A PORTION OF BLOCK NO. 15 OF THE ORANGE FARMS SUBDIVISION, AS RECORDED IN VOLUME 5, PAGE 45 OF THE MAP RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY PARTITION THE TRACTS LISTED ABOVE INTO TRACTS I AND II, BLOCK 15, ORANGE FARMS SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON.

THIS PARTITION IS MADE SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT.

Randy Hancock, Owner signature and name.

Dana Hancock, Owner signature and name.

STATE OF TEXAS COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RANDY HANCOCK AND DANA HANCOCK, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY 5th of February A.D., 2026.

Notary Public Tabitha M. Haygood, My Commission Expires 12/09/2026.

SURVEYORS CERTIFICATE

I, JAMES EVAN DOUGLAS, DO HEREBY CERTIFY THAT THIS PLAT REFLECTS AN ACTUAL SURVEY MADE ON THE GROUND AND ACCORDING TO LAW, AND THAT THE LIMITS, BOUNDARIES, AND CORNERS ARE TRULY DESCRIBED JUST AS WERE FOUND OR SET UNDER MY SUPERVISION. GIVEN UNDER MY HAND AND SEAL JANUARY 2026.

James Evan Douglas, Registered Professional Land Surveyor No. 7072.



SUBSCRIBED AND SWORN TO BEFORE ME BY JAMES EVAN DOUGLAS AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS DAY OF 20.

Notary Public Tabitha M. Haygood, My Commission Expires (DATE).

CERTIFICATE OF COUNTY APPROVAL COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE DAY OF 20, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

Commissioner Precinct No. 1, Jefferson County, Texas.

Commissioner Precinct No. 2, Jefferson County, Texas.

Commissioner Precinct No. 3, Jefferson County, Texas.

Commissioner Precinct No. 4, Jefferson County, Texas.

County Judge, Jefferson County, Texas.

STATE OF TEXAS COUNTY OF JEFFERSON CERTIFICATE OF RECORDING

I, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF 20, AT O'CLOCK AND DULY RECORDED ON THE DAY OF 20, AT O'CLOCK IN THE PLAT RECORDS OF JEFFERSON COUNTY TEXAS.

County Clerk, Jefferson County, Texas.

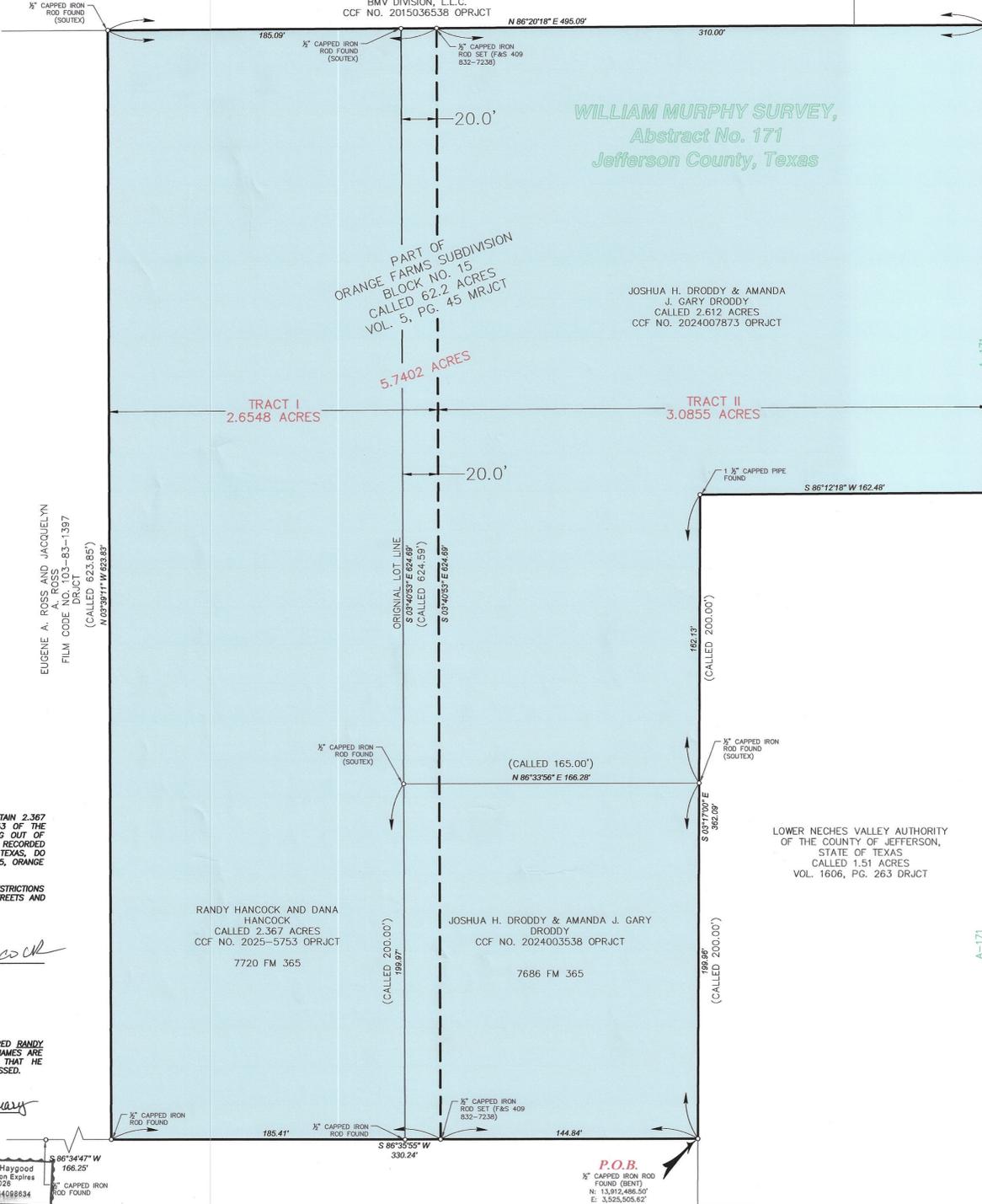
STATE OF TEXAS COUNTY OF JEFFERSON CERTIFICATE OF COUNTY ENGINEER

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

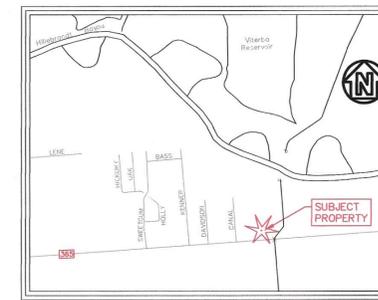
County Engineer, Jefferson County, Texas.

PART OF ORANGE FARMS SUBDIVISION BLOCK NO. 15 CALLED 62.2 ACRES VOL. 5, PG. 45 MRJCT BMV DIVISION, L.L.C. CCF NO. 2015036538 OPRJCT

LOWER NECHES VALLEY AUTHORITY (CALLED 1.16 ACRES) VOL. 1796, PG. 446 DRJCT



WILLIAM MURPHY SURVEY, Abstract No. 171 Jefferson County, Texas



VICINITY MAP N.T.S.

NOTES:

- 1. THE SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED AT THE TIME OF THE SURVEY OR SHOWN HEREON.
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE 4204. (NAD83)
3. NO IMPROVEMENTS OR UTILITIES WERE LOCATED AS A PART OF THIS SURVEY.
4. ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP (FIRM) NO. 480385 0290 B DATED JUNE 1, 1983, THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN THE FLOOD ZONE SHADED "A15". FLOOD ZONE LOCATION IS BASED ON SCALED FIRM ONLY. FITZ & SHIPMAN, INC DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OF SAID FIRM.
5. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
6. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.
7. ALL ELEVATIONS ARE BASED ON NAVD88 AND TIED TO THE LEICA RTK NETWORK.
8. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT INDEPENDENT SCHOOL DISTRICT(S).

D. H. BARNES SURVEY, Abstract No. 741 Jefferson County, Texas

LOWER NECHES VALLEY AUTHORITY OF THE COUNTY OF JEFFERSON, STATE OF TEXAS CALLED 1.51 ACRES VOL. 1606, PG. 263 DRJCT

REPLAT OF BLOCK 15 VOL. 5, PG. 45 MRJCT ORANGE FARMS SUBDIVISION WILLIAM MURPHY SURVEY, A-17 JEFFERSON COUNTY, TEXAS

A SUBDIVISION OF 5.7401 ACRES OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 62.2 ACRE TRACT OF LAND DESIGNATED AS BLOCK NO. 15 OF THE ORANGE FARMS SUBDIVISION OF RECORD IN VOLUME 5 ON PAGE 45 OF THE MAP RECORDS OF JEFFERSON COUNTY, TEXAS, ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO JOSHUA H. DRODDY & AMANDA J. GARY DRODDY OF RECORD IN COUNTY CLERK'S FILE NO. 2024003538 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, ALL OF THAT CERTAIN 2.612 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO JOSHUA H. DRODDY & AMANDA J. GARY DRODDY OF RECORD IN COUNTY CLERK'S FILE NO. 2024007873 OF THE SAID OFFICIAL PUBLIC RECORDS AND ALL OF THAT CERTAIN 2.367 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO RANDY HANCOCK & DANA HANCOCK OF RECORD IN COUNTY CLERK'S FILE NO. 2025-5753 OF THE SAID OFFICIAL PUBLIC RECORDS,

Fittz & Shipman INC. Consulting Engineers and Land Surveyors 1405 CORNERSTONE COURT, BEAUMONT, TEXAS (409) 832-7238 FAX (409) 832-7303 T.B.P.E. FIRM #1160 • T.X.L.S. FIRM #100186

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
and
JEFFERSON COUNTY HEALTH AND WELFARE

This AGREEMENT ("Agreement") is made and entered into by and between Lamar University, ("University"), a component of the Texas State University System, with an office located at 4400 MLK Pkwy, 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 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 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. 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.

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.
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.

DISPUTE RESOLUTION

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 two (2) years commencing upon the Effective Date of February 28, 2026 through February 28, 2028. This agreement may be renewed for another term if both parties agree in writing.

The undersigned parties have caused this Memorandum of Understanding to become effective on the date when executed by both parties and will terminate upon the completion of the field experience course(s).

Lamar University

By: 
Title: Provost & VP for Academic Affairs
Date: _____

Jefferson County Public Health Department
1295 Pearl St, Beaumont, TX 77701

By: 
Dr. Ezea Ede, Public Health Director
Jefferson County Public Health Department
1295 Pearl St.
Beaumont, TX 77701

Date: _____

Jefferson County

Jeff R. Branick, County Judge

Date: _____

Student

Date: _____



Texas Underground Storage Tank – Financial Responsibility Certificate of Insurance

Name/Address: Jefferson County
215 Franklin Street
Beaumont, TX 77701

Policy Number: IRONTX12376604

Endorsement: N/A

Period of Coverage: February 01, 2026 to February 01, 2027

Name of Insurer: Liberty Surplus Insurance Corporation

Address of Insurer: 175 Berkeley Street
Boston, MA 02116

Name of Insured: Jefferson County, and all legal entities per the schedule below.

Address of Insured: 215 Franklin Street
Beaumont, TX 77701, and all legal entities per the schedule below.

Certification:

1. Liberty Surplus Insurance Corporation, the “Insurer” as identified above, hereby certifies that it has issued liability insurance covering the following underground storage tank(s):

Loc. #	Location Name	Street Address	City	State	Postal Code
1	JEFFERSON CTY CORRECTIONAL FACILITY - 71847	5030 U.S. 69	Beaumont	Texas	77705
2	SE Tx Regional Airport	4875 Parker Drive	Beaumont	Texas	77705
3	Prescint 1	20205 W Hwy 90	China	Texas	77613
4	Prescint 2	7759 Viterbo Road	Beaumont	Texas	77705
5	Prescint 3	5700 Jade Avenue	Port Arthur	Texas	77640
6	Prescint 4	7780 Boyt Road	Beaumont	Texas	77713
7	Service Center	Jerry Ware Drive	Beaumont	Texas	77701



Texas Underground Storage Tank – Financial Responsibility Certificate of Insurance

Loc. #	Location Name	Street Address	City	State	Postal Code
8	Sabine Pass Port Authority	5960 South 1st Avenue	Port Arthur	Texas	77640
9	Sabine Courthouse	525 Lakeshore Drive	Port Arthur	Texas	77640

Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Tank Effective Date	Retro. Date	Deductible
1	1	1	UST	1991	6,000	Fiberglass Reinforced Plastic	DW	Gasoline	02-01-26	04-06-09	\$100,000
1	2	2	UST	1991	2,500	Fiberglass Reinforced Plastic	DW	Diesel	02-01-26	04-06-09	\$100,000
2	1	1	AST	2006	20,000	Coated or Bare Steel	DW	Gasoline	02-01-26	04-06-06	\$10,000
2	2	2	AST	1999	20,000	Coated or Bare Steel	DW	Jet Fuel	02-01-26	09-01-99	\$25,000
2	3	3	AST	1999	15,000	Coated or Bare Steel	DW	Jet Fuel	02-01-26	09-01-99	\$25,000
2	4	4	AST	1999	15,000	Coated or Bare Steel	DW	Other	02-01-26	09-01-99	\$25,000
3	1	1	AST	2024	3,000	Coated or Bare Steel	DW	Diesel	02-01-26	04-06-25	\$10,000
4	1	1	AST	1999	2,000	Coated or Bare Steel	SW	Gasoline	02-01-26	07-01-99	\$25,000
4	2	2	AST	1999	2,000	Coated or Bare Steel	SW	Diesel	02-01-26	07-01-99	\$25,000
5	1	1	AST	1992	3,000	Cathodically Protected Steel	DW	Gasoline	02-01-26	08-21-92	\$25,000



Texas Underground Storage Tank – Financial Responsibility Certificate of Insurance

Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Tank Effective Date	Retro. Date	Deductible
5	2	2	AST	1992	5,000	Cathodically Protected Steel	DW	Gasoline	02-01-26	08-21-92	\$25,000
6	1	1	AST	1994	2,000	Cathodically Protected Steel	DW	Gasoline	02-01-26	01-01-94	\$25,000
6	2	2	AST	1994	2,000	Cathodically Protected Steel	DW	Diesel	02-01-26	01-01-94	\$25,000
7	1	1	AST	1990	12,000	Coated or Bare Steel	DW	Gasoline	02-01-26	01-05-90	\$50,000
8	1	1	AST	2008	8,000	Coated or Bare Steel	DW	Gasoline	02-01-26	10-14-08	\$10,000
9	1	1	AST	2005	2,000	Coated or Bare Steel	DW	Gasoline	02-01-26	04-06-06	\$10,000

for “taking corrective action” and “compensating third parties for bodily injury and property damage caused by” “accidental releases” in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy; arising from operating the underground storage tank(s) identified above.

The limits of liability are **\$1,000,000** each occurrence" and **\$2,000,000** "annual aggregate", exclusive of legal defense costs. This coverage is provided under **IRONTX12376604**. The effective date of said policy is **February 01, 2026**.

2. The “Insurer” further certifies the following with respect to the insurance described in Paragraph 1:

a. Bankruptcy or insolvency of the insured shall not relieve the “Insurer” of its obligations under the policy to which this certificate applies.



Texas Underground Storage Tank – Financial Responsibility Certificate of Insurance

b. The "Insurer" is liable for the payment of amounts within any deductible applicable to the policy, to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any payment made by the "Insurer". This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in §37.825 of this title (relating to Financial Test of Self-Insurance), §37.830 of this title (relating to Guarantee), §37.835 of this title (relating to Insurance and Risk Retention Group Coverage), §37.840 of this title (relating to Surety Bond), §37.845 of this title (relating to Letter of Credit), and §37.850 of this title (relating to Trust Fund).

c. Whenever requested by the Executive Director of the TCEQ, the "Insurer" agrees to furnish to the executive director a signed duplicate original of the policy and all endorsements.

d. Cancellation or any other termination of the insurance by the "Insurer", except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of this written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of ten days after a copy of such written notice is received by the insured.

e. The insurance covers claims otherwise covered by the policy that are reported to the "Insurer" within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in 30 TAC §37.835(b)(2), and that the "Insurer" is eligible to provide insurance as an excess or surplus lines insurer in Texas.



Texas Underground Storage Tank – Financial Responsibility Certificate of Insurance

Signature of authorized representative of Insurer

Michael Delmore

Name

Product Line Manager

Title

Authorized Representative of Liberty Surplus Insurance Corporation
**28 Liberty Street, 3rd Floor,
New York, NY 10005**