

SPECIAL, 12/2/2013 1:30:00 PM

BE IT REMEMBERED that on December 02, 2013, 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 Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
December 02, 2013

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, 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
December 02, 2013**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **02nd** day of **December 2013** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

1. Approve, execute, receive and file a renewal for (IFB 09-166/KJS), Term Contract for Reinforced Concrete Pipe and Pre-cast Concrete Box Culverts for Jefferson County with Hanson Pipe and Precast for a fourth additional one (1) year renewal from December 12, 2013 to December 11, 2014.

SEE ATTACHMENTS ON PAGES 9 - 9

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Approve, execute, receive and file a renewal for (IFB 09-169/KJS), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County with APAC-Texas, Inc. for a fourth additional one (1) year renewal from December 26, 2013 to December 25, 2014. Proposed price increases are shown on Attachment A. These price increases are due to increased product costs for the vendor.

SEE ATTACHMENTS ON PAGES 10 - 11

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider and approve, execute, receive and file Change Order #3 to IFB 12-034/KJS Sabine Pass Paving and Drainage Improvements with Simco Enterprises, Ltd. to square up final as-built quantities for the project decreasing the total by \$12,400, bringing the total down to \$651,021.00. Additionally the Change Order increases the number of contracted days by 50 bringing the total up to 265 days. (This project is funded by Round 1 TDRA Grant Administered by the General Land Office of the State of Texas).

SEE ATTACHMENTS ON PAGES 12 - 14

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
December 02, 2013*

4. Consider and approve, execute, receive and file Change Order #5 to IFB 12-030/KJS Proposed 200,000 Gallon Elevated Water Storage Tank with Maguire Iron, Inc. to increase the number of contracted days by 42 bringing the total up to 383 days. . (This project is funded by Round 1 TDRA Grant Administered by the General Land Office of the State of Texas).

SEE ATTACHMENTS ON PAGES 15 - 17

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

5. Consider and approve, execute, receive and file a Professional Services Agreement (Prof 13-029-KJS) with e.Sullivan Advertising and Design, Inc. and Ford Park for Advertising and Design Services through September 30, 2014 in the amount of \$75,000.

SEE ATTACHMENTS ON PAGES 18 - 20

Action: TABLED

COUNTY AUDITOR:

6. Consider and approve FY 2013 budget transfer - Road & Bridge, Precinct 3 - transfer to Capital Projects.

113-0000-491-8006	CAPITAL PROJECTS FND #311	\$114,000.00	
113-0309-431-6011	ROAD MACHINERY		\$114,000.00

SEE ATTACHMENTS ON PAGES 21 - 21

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Abstained: Commissioner Sinegal

Action: APPROVED

7. Regular County Bills - check #387584 through check #387878 (11/25/2013), and check #387879 through check #388074 (12/2/2013).

SEE ATTACHMENTS ON PAGES 22 - 42

**Motion by: Commissioner Sinegal
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred
Abstained: Commissioner Sinegal
Action: APPROVED**

COUNTY COMMISSIONER:

8. Conduct a public hearing as required by Sec. 312.201(d), Texas Tax Code, regarding the designation of the OCI-Firewater Reinvestment Zone and possibly approve an order designating this reinvestment zone.

OPEN FLOOR AND CLOSED

SEE ATTACHMENTS ON PAGES 43 - 61

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

9. Conduct a public hearing as required by Sec. 312.201(d), Texas Tax Code, regarding the designation of the Project Weldon Reinvestment Zone and possibly approve an order designating this reinvestment zone.

OPEN FLOOR AND CLOSED

SEE ATTACHMENTS ON PAGES 62 - 65

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

10. Receive and file executed Amended Agreement with Tim Richardson for professional services.

SEE ATTACHMENTS ON PAGES 66 - 73

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

*Notice of Meeting and Agenda and Minutes
December 02, 2013*

11. Consider authorizing the County Judge to execute Texas Department of Agriculture Grant Contract No.713250.

SEE ATTACHMENTS ON PAGES 74 - 102

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

12. Consider, possibly approve and authorize County Judge to execute, receive and file Letter of Agreement between Lamar University and the Jefferson County Commissioners Court for the Taping of Jefferson County Commissioners Court Meetings.

SEE ATTACHMENTS ON PAGES 103 - 104

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

13. Consider and possibly approve the hiring of Jeanne Riley as Deputy Constable with Constable Precinct One in accordance with Local Government Code (LGC) 86.011 with an effective date of November 25, 2013.

SEE ATTACHMENTS ON PAGES 105 - 105

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

SHERIFF'S DEPARTMENT:

14. Consider and possibly approve authorizing the County Judge to sign the Sheriff's Office Annual Certification Reports for the Texas Attorney General and the United States Departments of Justice and Treasury.

SEE ATTACHMENTS ON PAGES 106 - 106

**Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

DISTRICT ATTORNEY:

15. Request approval for Randi King, Assistant Criminal District Attorney, to attend the 28th Annual San Diego International Conference on Child and Family Maltreatment held in San Diego, January 26-31, 2014. No cost to the County. Randi King received a scholarship for this trip.

SEE ATTACHMENTS ON PAGES 107 - 107

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

16. Announcement of an executive (closed) session pursuant to Texas Government Code § 551.071 for the purpose of receiving advice regarding litigation and possible settlement in Akins v. Jefferson County.

Action: NONE

Other Business:

Please join us for the Annual Lighting of the Christmas Tree December 2, 2013, 11:00 a.m., in the lobby of the New Courthouse Addition.

WORKSHOP: 1:00 p.m.-Presentation by Richard Rozier, with Coast2Coast, regarding Coast2Coast prescription card endorsed by the Urban Counties.

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

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

**Jeff R. Branick
County Judge**

ATTACHMENT A

IFB 09-169/KJS

Term Contract for Gray Limestone

(Commonly Referred to as 610 Base) for Jefferson County

Proposed Price Increases

APAC-Texas, Inc.

PO Box 20779

Beaumont, TX 77720

Attn: Rebecca Rutledge

Phone: 409-866-1444

Fax: 409-866-1032

Item	Description	Price per Ton, Tandem Dump	Proposed Price Increase	Price per Ton, Trailer	Proposed Price Increase
A.1	Gray Limestone Base - 1-10 miles	\$34.75	\$36.75	\$33.85	\$36.05
A.2	Gray Limestone Base - 11-20 miles	\$35.40	\$39.45	\$34.45	\$37.10
A.3	Gray Limestone Base - 21-30 miles	\$37.15	\$42.60	\$35.45	\$38.35
A.4	Gray Limestone Base - 31+ miles	\$40.90	\$44.95	\$38.85	\$40.55
		Address		Price per Ton	
B.1	Hopper Pick-up – Beaumont	860 Pine St.		\$30.15	\$31.75
B.2	Hopper Pick-up - Port Neches				
B.3	Hopper Pick-up - Port Arthur				
B.4	Hopper Pick-up – Other	IH-10 - Rose City		\$30.15	\$31.75
B.5	Hopper Pick-up – Other				

**CONTRACT RENEWAL FOR IFB 09-166/KJS
TERM CONTRACT FOR REINFORCED CONCRETE PIPE
AND PRE-CAST CONCRETE BOX CULVERTS FOR JEFFERSON COUNTY**

The County entered into a contract with Hanson Pipe and Precast for one (1) year, from December 14, 2009 to December 13, 2010, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a fourth additional (1) one year renewal from December 12, 2013 to December 11, 2014.


ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

CONTRACTOR:
Hanson Pipe and Precast

Jess Christensen - 
(Name)

ATTACHMENT A

IFB 09-169/KJS

Term Contract for Gray Limestone

(Commonly Referred to as 610 Base) for Jefferson County

Proposed Price Increases

APAC-Texas, Inc.

PO Box 20779

Beaumont, TX 77720

Attn: Rebecca Rutledge

Phone: 409-866-1444

Fax: 409-866-1032

Item	Description	Price per Ton, Tandem Dump	Proposed Price Increase	Price per Ton, Trailer	Proposed Price Increase
A.1	Gray Limestone Base - 1-10 miles	\$34.75	\$36.75	\$33.85	\$36.05
A.2	Gray Limestone Base - 11-20 miles	\$35.40	\$39.45	\$34.45	\$37.10
A.3	Gray Limestone Base - 21-30 miles	\$37.15	\$42.60	\$35.45	\$38.35
A.4	Gray Limestone Base - 31+ miles	\$40.90	\$44.95	\$38.85	\$40.55
		Address		Price per Ton	
B.1	Hopper Pick-up – Beaumont	860 Pine St.		\$30.15	\$31.75
B.2	Hopper Pick-up - Port Neches				
B.3	Hopper Pick-up - Port Arthur				
B.4	Hopper Pick-up – Other	IH-10 - Rose City		\$30.15	\$31.75
B.5	Hopper Pick-up – Other				

**CONTRACT RENEWAL FOR IFB 09-169/KJS
TERM CONTRACT FOR GRAY LIMESTONE
(COMMONLY REFERRED TO AS 610 BASE)
FOR JEFFERSON COUNTY**

The County entered into a contract with APAC-Texas for one (1) year, from December 28, 2009 to December 27, 2010, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a fourth additional (1) one year renewal from December 26, 2013 to December 25, 2014.

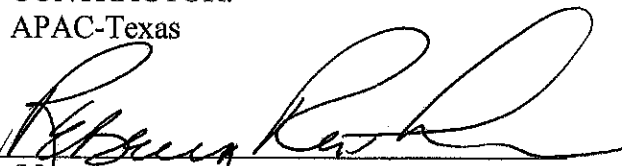
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

CONTRACTOR:
APAC-Texas



(Name)



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: LJA Engineering, Inc (Formerly LEAP Engineering, LLC) 5316 Hwy 290 West, Suite 150 Austin, TX 78735 Phone No.: (512) 439-4704 Bill Worsham	OWNER (Contractor Locality): Jefferson County 1149 Pearl Street Beaumont, TX 77701 Phone No.: (409) 835-8584 (Engineering Dept.)	Contractor: Simco Enterprises, LTD 3101 Main Avenue Groves, TX 77819 Agreement Date: 1/7/13 Phone No.: 409 962-8593	
Date: August 5, 2013 Project Code No.: B474-1001 Bid Package No.: #DRS010219	Contract For (Project Description): Sabine Pass Paving and Drainage Improvements	GLO Contract No.: 10-5242-000-5227 Change Order No.: 3	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Remove Item 260543-1B Install Buried 4" Diameter Conduit from the scope of work (Additive Alternate 2)	\$4,000	
2	Remove Item 017113-1B Mob/Demob from the scope of work (Additive alternate 2)	\$1,000	
3	Quantity of Install Buried 4" Diameter Conduit 260543-1A is reduced by 370 LF based on final installed quantities.	\$7,400	
4			
5			
6			

<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price:	\$ 653,519.00	Original Contract Time:	75 days
Previous Change Order(s): No. 1 to No. 2	\$ 9,902	Net Change From Previous Change Orders:	135 days
Contract Price Prior to this Change Order:	\$ 663,421.00	Contract Time Prior to this Change Order:	215 days
Net Increase/Decrease of this Change Order:	(\$ 12,400)	Net Increase/Decrease of this Change Order:	50 days
Contract Price With all Approved Change Orders:	\$ 651,021	Contract Time With all Change Orders:	265 days
Cumulative Percent Change in Contract Price (+/-): -0.38%		Grantee Contract End Date: (mm/dd/yy) / /	
Construction Contract Start Date: (mm/dd/yy) 01 / 21 / 13		Construction Contract End Date: (mm/dd/yy) 10 / 12 / 13	

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
 * This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED
 By: [Signature]
 ENGINEER

Date: 10/31/2013

APPROVED:
 By: _____
 OWNER

Date: _____

ACCEPTED
 By: [Signature]
 CONTRACTOR

Date: 10/5/13

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries? If there is a change, how many beneficiaries will be affected?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
		Total _____	L/M _____
2. Effect of this change on scope of work:	<input type="checkbox"/> Increase	<input checked="" type="checkbox"/> Decrease	<input type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid? If "No", explain:		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? If "Yes", is an Environmental Re-assessment required?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
7. Is the TCEQ permit approval still valid? (sewer projects only)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Are the handicapped access requirements/approval still valid? (if applicable)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9. Are other Disaster Recovery contractual special condition clearance still valid? (If no, specify):		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: (Name & Address) d.p. Consulting Engineers, Inc. 3727 Doctors Drive Port Arthur, TX 77642 Phone No.: 409-983-6263	Owner (Contractor Locality): (Name & Address) Jefferson County 149 Pearl Street Jefferson County, Texas 77701 Phone No.: 409-835-8593	Contractor: (Name & Address) Maguire Iron, Inc. P.O. Box 1446 Sioux Falls, SD 57101 Agreement Date: October 1, 2012 Phone No.: 605-334-9749	
Date : 11/21/13 Project Code No.: P00963 Bid Package No.: IFB 12-030/KJS	Contract For (Project Description): 200,000 Gallon Elevated Water Storage Tank	GLO Contract No.: 10-5291-000-5299 Change Order No.: Five (5)	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1.	Days affected by stormy weather, rain, too wet to work after a rain for October, 2013 and up to Nov. 20, 2013: Total 42 days		
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price: \$ 861,895.00		Original Contract Time: 300 days	
Previous Change Order(s): No. __ to No. __ 0.00		Net Change From Previous Change Orders: 41 days	
Contract Price Prior to this Change Order: \$ 861,895.00		Contract Time Prior to this Change Order: 341 days	
Net Increase/Decrease of this Change Order: \$ 0.00		Net Increase/Decrease of this Change Order: 42 days	
Contract Price With all Approved Change Orders: \$ 861,895.00		Contract Time With all Change Orders: 383 days	
Cumulative Percent Change in Contract Price (+/-): 0 %		Grantee Contract End Date: (mm/dd/yy) 12 / 31 / 2014	
Construction Contract Start Date: (mm/dd/yy) 11 / 19 / 2012		Construction Contract End Date: (mm/dd/yy) 12 / 06 / 2013	

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.

* This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:
By: [Signature]
ENGINEER

Date: 11.21.13

APPROVED:
By: _____
OWNER

Date: _____

ACCEPTED:
By: [Signature]
CONTRACTOR

Date: 11/21/13

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?		Total _____	L/M _____
2. Effect of this change on scope of work:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If "No", explain:			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
7. Is the TCEQ permit approval still valid? (sewer projects only)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8. Are the handicapped access requirements/approval still valid? (if applicable)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9. Are other Disaster Recovery contractual special condition clearance still valid?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

Weather Log

JEFFERSON CO., TX

Through November 20, 2013

<u>Construction Phase</u>	<u>Contractor</u>	<u>Month of Construction</u>	<u>Weather Days</u>	<u>Reason(s)</u>	<u>TOTAL</u>
Erection:	Schier Construction	September	3,5,6,7,8,14,19,20,21,26,29,30		
Painting:	Maguire Iron - Mike Kirby	April	24, 27, 28	Rain/Wind	3
		May	16,22	Rain	2
Electrical:	Gulf States	July	17, 18, 19, 20, 21, 22, 23	Rain, Wet	7
		August	24, 25, 26, 27, 28, 29, 30, 31	Rain, Wet	8
		September	4, 10, 11, 14, 20, 23, 25, 26, 29	Rain, Wet Wind	9
			3, 5, 6, 7, 8, 14, 19, 20, 21, 26, 29, 30	Rain, Wet	12
Sitework:	Harrell & Associates	September	3, 5, 6, 7, 8, 14, 19, 20, 21, 26, 29, 30		
		October	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13	Rain, Wet	13
		November	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13	Rain, Wet	9
			14, 15, 16, 17, 18, 19, 20	Rain, Wet	7
Total					83

October 1, 2013

Ford Park
c/o SMG
5155 IH-10 South
Beaumont, TX 77705

Attn: John Hughes

Dear Mr. Hughes :

This letter outlines terms of business under which e.Sullivan Advertising and Design, Inc. will be providing professional services for Ford Park commencing (October 1, 2013) or such date as shall be agreed and ending September 30, 2014.

The service that e. Sullivan Advertising and Design and staff will provide are summarized as follows:

1. Develop communications plans and budget estimates based on your marketing objectives and strategies. If possible, we will endeavor to relate these plans to measured objectives to determine effectiveness. We will also assist in developing marketing objectives and strategies if desired.
2. Provide all creative, production and media services to develop advertisements, commercials, media advertising plans, direct mail, billboards, brochures and other projects as required by the plan and as agreed to by the client. Arrange photography, printing, display construction, publicity, etc., as needed. Carry through production in all aspects to completion.
3. Provide continuous, as-needed, account service and consultation to ensure prompt completion of projects.
4. Provide public relations counsel on matters corporate or marketing, and maintain on-going publicity projects in accordance to the plan.
5. Develop and implement specialized areas of promotion as needed such as internal communications, telemarketing, direct response, sales presentations, incentive promotions, etc.
6. Maintain internal procedures that ensure budget control, prompt billing and quality control.

7. Provide regular contact reports on all meeting decisions, regular financial and project status reports.

Approval and authority are provided as follows:

The agency will submit the following to Ford Park for approval: all advertising plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, cost estimates of these various items when required; and other specified projects. The agency will therefore require the client's authority before ordering production materials, making contracts with suppliers and making reservation or contracts for media space or time.

Agency compensation is provided for as follows:

For the purposes of this agreement, we are estimating our creative & production services to include but not limited to the following:

- Billboard Design (including up to three separate designs)
- Television Production (including up to three separate commercials)
- Radio Production (including up to three separate commercials)
- Newspaper / Magazine Advertisement Design
- Web Banner Advertisement Design

All media and outside services, such as artwork and mechanicals, as well as out-of-pocket expense, are charged to the clients. Project time for creative and production services, public relations services and special projects such as research are provided on an hourly rate basis and billed by project.

Although, we will only bill for time actually spent on these various projects and services, we agree that the total billing charges for all work done, including creative design, media placement, fees, etc., will not exceed \$ 75,000.00.

Budget estimates are provided for all programs and, where necessary, quotations on individual projects are supplied. The fee service arrangement will be reviewed at the end of ending date of this agreement and may be renewed for a longer term if agreed to by both parties. Cost accounting procedures are maintained, based on a time-keeping system. Fee arrangements will be reviewed and renegotiated as necessary in light of this experience.

Termination:

Agency service provided on an annual basis with a provision for ninety (30) days notice of termination on either side for all project work and media programs in accordance with accepted practices of the industry.

Billing procedures are as follows:

All invoices will be billed on or about the first (1st) of each month following the month when production & creative services took place. Production billing is itemized in terms of creative services, talent costs, computer art-work, photography, printing, etc., and billed by projects. Where a large project is required, agreement may be sought to invoice as work-in-progress, one-third (1/3) of estimated cost at commencement, one-third (1/3) on approval of camera-ready art, and final detailed invoice on delivery.

Our terms are net thirty (30) days from date of receipt of invoice.

If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

All that we need from you to proceed is a copy of this Letter of Agreement signed by an officer of the company acknowledging the terms of business as detailed. A copy is provided for this purpose.

We look forward to a long, mutually beneficial relationship and to contributing to the achievement of Ford Park's long term plan.

Yours sincerely,

Eric Sullivan
e.Sullivan Advertising & Design

Terms and conditions accepted by client:

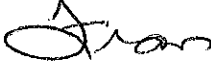
Date:

Signature:

Title:

Company:

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE 
SUBJECT: BUDGET TRANSFER
DATE: NOVEMBER 21, 2013

The following FY 2013 budget transfer for is necessary for Road & Bridge Pct. 3 due to delay of delivery of the piece of equipment. Please call if you have any questions.

113-0000-491-8006	Transfers Out –	
	Capital Projects #311	\$114,000
113-0309-431-6011	Capital – Road Machinery	\$114,000

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
ALISA RAUMAKER, CSR	210.00	387630	
TRI-CITY COFFEE SERVICE	132.05	387720	
WARREN'S DO-NUTS	42.23	387781	
			384.28**
ROAD & BRIDGE PCT.#1			
EDDIE ARNOLD	558.11	387773	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	
			778.19**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	460.65	387631	
BEAUMONT ENTERPRISE	276.64	387657	
FRED MILLER STORES	37.90	387686	
MUNRO'S	118.80	387688	
ROGERS AUTO PARTS, INC.	24.99	387700	
VULCAN MATERIALS CO.	9,721.65	387722	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	387726	
WAUKESHA-PEARCE IND., INC.	18.16	387728	
NEDERLAND HARDWARE SUPPLY	10.17	387730	
TEXAS OFF ROAD SUSPENSION	800.00	387752	
CENTERPOINT ENERGY RESOURCES CORP	54.06	387775	
KNIFE RIVER	392.46	387796	
DE LAGE LANDEN PUBLIC FINANCE	104.00	387833	
DE LAGE LANDEN PUBLIC FINANCE	104.00	387836	
DE LAGE LANDEN PUBLIC FINANCE	104.00	387839	
CHANNEL SAFETY & MARINE SUPPLY INC	19.99	387862	
			12,326.59**
ROAD & BRIDGE PCT. # 3			
APAC, INC. - TROTTI & THOMSOM	1,997.77	387631	
W.W. GRAINGER, INC.	214.49	387665	
GULF COAST AUTOMOTIVE, INC.	18.37	387666	
ENTERGY	200.12	387667	
MUNRO'S	22.45	387688	
WEAVER, FALGOUT, & CARRUTH, INC.	48.94	387729	
CENTERPOINT ENERGY RESOURCES CORP	24.75	387775	
DE LAGE LANDEN PUBLIC FINANCE	154.80	387833	
DE LAGE LANDEN PUBLIC FINANCE	154.80	387836	
DE LAGE LANDEN PUBLIC FINANCE	154.80	387839	
UNIVERSAL INC	163.27	387851	
			3,154.56**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	12.08	387616	
SPIDLE & SPIDLE	463.53	387623	
APAC, INC. - TROTTI & THOMSOM	400.86	387631	
COASTAL WELDING SUPPLY	46.50	387643	
BEAUMONT ENTERPRISE	138.32	387657	
GCR BEAUMONT TRUCK TIRE CENTER	973.03	387662	
MUNRO'S	55.33	387688	
OFFICE DEPOT	987.74	387691	
SCHMIDT SAW & KNIFE WKS, INC.	103.96	387704	
TRI-CON, INC.	4,258.88	387719	
VACUUM WORLD	57.99	387721	
MARTIN PRODUCT SALES LLC	231.83	387789	
TEXAS AGRILIFE EXTENSION SERVICE	390.00	387803	
DE LAGE LANDEN PUBLIC FINANCE	45.68	387833	
DE LAGE LANDEN PUBLIC FINANCE	45.68	387836	
DE LAGE LANDEN PUBLIC FINANCE	45.68	387839	
ON TIME TIRE	132.99	387852	
SAM'S CLUB DIRECT	704.34	387855	
ASCO	189.91	387868	
			9,284.33**
ENGINEERING FUND			
VERIZON WIRELESS	307.83	387742	
UNITED STATES POSTAL SERVICE	4.44	387748	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387833	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	105.34	387836	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387839	
BRADLEY STAFFORD	325.00	387856	953.29**
PARKS & RECREATION			
LOWE'S HOME CENTERS, INC.	91.10	387756	
TRIANGLE WASTE SOLUTIONS	310.80	387779	
PARKER LUMBER	26.97	387822	428.87**
GENERAL FUND			
SHIRLEY STEPHENS TAC	181.60	387853	
TIERA M JOHNSON-WILLIAMS	95.00	387876	
TIERA M JOHNSON-WILLIAMS	95.00	387877	371.60*
TAX OFFICE			
UNITED STATES POSTAL SERVICE	1,320.19	387748	
DE LAGE LANDEN PUBLIC FINANCE	506.82	387833	
DE LAGE LANDEN PUBLIC FINANCE	506.82	387836	
DE LAGE LANDEN PUBLIC FINANCE	506.82	387839	2,840.65*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	155.00	387635	
UNITED STATES POSTAL SERVICE	3.26	387748	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387833	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387836	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387839	474.28*
AUDITOR'S OFFICE			
CASH ADVANCE ACCOUNT	373.64	387672	
UNITED STATES POSTAL SERVICE	19.62	387748	
DE LAGE LANDEN PUBLIC FINANCE	148.43	387833	
DE LAGE LANDEN PUBLIC FINANCE	148.43	387836	
DE LAGE LANDEN PUBLIC FINANCE	148.43	387839	838.55*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	22.00	387677	
OFFICE DEPOT	18.61	387691	
UNITED STATES POSTAL SERVICE	128.85	387748	
ICRM	200.00	387790	
BUSINESS INK	327.00	387804	
CONFIRMDelivery.COM INC	132.61	387813	
THOMSON REUTERS	68.00	387869	897.07*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	200.00	387664	
UNITED STATES POSTAL SERVICE	14.19	387748	
RONALD L WALKER	1,350.00	387792	
GRACE NICHOLS	1,200.00	387811	
FRANCES BLAIR BETHEA	500.00	387819	
HARVEY L WARREN III	2,000.00	387820	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387833	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387836	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387839	
DELL MARKETING L.P.	664.57	387878	6,244.78*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.23	387748	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387833	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387836	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387839	233.43*
COUNTY TREASURER			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	283.18	387748	
TIM FUNCHESS	512.91	387823	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387833	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387836	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387839	
THOMSON REUTERS	76.00	387869	1,188.11*
PRINTING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	387833	
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	387836	
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	387839	3,596.94*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	48.46	387748	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387833	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387836	
DE LAGE LANDEN PUBLIC FINANCE	105.34	387839	364.48*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,339.39	387633	
SPINDLETOP MHMR	32,990.75	387678	
TIME WARNER COMMUNICATIONS	192.23	387715	
TRIANGLE AIDS NETWORK	75,000.00	387718	
INTERFACE EAP	1,676.40	387737	
VELOCITY EXPRESS	403.70	387744	
TOWER COMMUNICATIONS, INC.	2,435.00	387746	
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	98,765.57	387767	
JOHN PAUL'S	118.82	387818	212,921.86*
DATA PROCESSING			
OFFICE DEPOT	767.08	387691	
SPS VAR, LLC	43,250.00	387759	
DE LAGE LANDEN PUBLIC FINANCE	148.43	387833	
DE LAGE LANDEN PUBLIC FINANCE	148.43	387836	
DE LAGE LANDEN PUBLIC FINANCE	148.43	387839	44,462.37*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	428.34	387748	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	648.42*
ELECTIONS DEPARTMENT			
RYDER TRANSPORTATION SERVICES	790.41	387627	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	1,010.49*
DISTRICT ATTORNEY			
STATE BAR COLLEGE	60.00	387647	
CASH ADVANCE ACCOUNT	195.00	387672	
OFFICE DEPOT	163.18	387691	
WEST PUBLISHING CORPORATION	1,225.16	387731	
STEVEN L. WIGGINS	148.99	387733	
UNITED STATES POSTAL SERVICE	81.74	387748	
THE PRODUCTIVITY CENTER	295.00	387750	
CHILD ABUSE & FORENSIC SERVICES	125.00	387753	
MCM ELEGANTE HOTEL	97.75	387780	
DE LAGE LANDEN PUBLIC FINANCE	636.38	387833	
DE LAGE LANDEN PUBLIC FINANCE	636.38	387836	
DE LAGE LANDEN PUBLIC FINANCE	636.38	387839	
HEALTHPORT	146.30	387872	4,447.26*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	3,340.00	387677	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	80.77	387691	
UNITED STATES POSTAL SERVICE	77.23	387748	
DE LAGE LANDEN PUBLIC FINANCE	125.46	387833	
DE LAGE LANDEN PUBLIC FINANCE	125.46	387836	
DE LAGE LANDEN PUBLIC FINANCE	125.46	387839	3,874.38*
CRIMINAL DISTRICT COURT			
GAYLYN COOPER	2,350.00	387621	
THOMAS J. BURBANK, P.C.	600.00	387637	
TRAVIS EVANS	2,150.00	387660	
JOHN E. MACEY	1,600.00	387681	
KEVIN S. LAINE	600.00	387739	
UNITED STATES POSTAL SERVICE	1.23	387748	
LUKE NICHOLS	3,025.00	387786	
SEAN VILLERY-SAMUEL	900.00	387816	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387833	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387836	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387839	
JAMES R. MAKIN, P.C.	650.00	387841	
ALEX BILL III	800.00	387844	12,908.43*
58TH DISTRICT COURT			
OFFICE DEPOT	41.87	387691	
UNITED STATES POSTAL SERVICE	.38	387748	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387833	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387836	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387839	274.45*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.38	387748	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	220.46*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.38	387748	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	220.46*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.77	387748	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387833	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387836	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387839	232.97*
252ND DISTRICT COURT			
JACK LAWRENCE	283.94	387624	
DAVID W BARLOW	500.00	387634	
LEAH HAYES	155.20	387669	
OFFICE DEPOT	314.72	387691	
UNITED STATES POSTAL SERVICE	97.02	387748	
LEXIS-NEXIS	51.00	387749	
MAGNOLIA MISSIONARY BAPTIST CHURCH	4,250.00	387763	
JAMES R. MAKIN, P.C.	5,000.00	387841	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	387848	
GERALD E. BOURQUE	58,000.00	387857	
AUDWIN M SAMUEL	1,600.00	387871	70,846.88*
279TH DISTRICT COURT			
ANITA F. PROVO	1,362.50	387698	
CHARLES ROJAS	75.00	387740	
UNITED STATES POSTAL SERVICE	3.46	387748	
LEXIS-NEXIS	51.00	387749	
JOEL WEBB VAZQUEZ	150.00	387771	
KIMBERLY PHELAN, P.C.	75.00	387783	

NAME	AMOUNT	CHECK NO.	TOTAL
RYAN L MATUSKA	150.00	387795	
TONYA CONNELL TOUPS	75.00	387799	
STEFANIE L. ADAMS, ATTORNEY AT LAW	150.00	387827	
DE LAGE LANDEN PUBLIC FINANCE	285.95	387833	
DE LAGE LANDEN PUBLIC FINANCE	285.95	387836	
DE LAGE LANDEN PUBLIC FINANCE	285.95	387839	
REALTIME REPORTING SERVICES INC.	369.20	387840	
BASCOM W BENTLEY III	321.19	387873	
317TH DISTRICT COURT			3,640.20*
THOMAS J. BURBANK, P.C.	650.00	387637	
KEVIN PAULA SEKALY PC	1,400.00	387706	
JOEL WEBB VAZQUEZ	1,050.00	387771	
NORMAN DESMARAIS JR.	500.00	387817	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387833	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387836	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387839	
JUSTICE COURT-PCT 1 PL 1			3,832.20*
OFFICE DEPOT	159.14	387691	
UNITED STATES POSTAL SERVICE	34.59	387748	
DE LAGE LANDEN PUBLIC FINANCE	125.00	387833	
DE LAGE LANDEN PUBLIC FINANCE	125.00	387836	
DE LAGE LANDEN PUBLIC FINANCE	125.00	387839	
JUSTICE COURT-PCT 1 PL 2			568.73*
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	
JUSTICE COURT-PCT 2			220.08*
CASH ADVANCE ACCOUNT	722.75	387672	
JUSTICE COURT-PCT 4			722.75*
DE LAGE LANDEN PUBLIC FINANCE	104.00	387833	
DE LAGE LANDEN PUBLIC FINANCE	104.00	387836	
DE LAGE LANDEN PUBLIC FINANCE	104.00	387839	
JUSTICE COURT-PCT 6			312.00*
UNITED STATES POSTAL SERVICE	16.63	387748	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	
JUSTICE OF PEACE PCT. 8			236.71*
DE LAGE LANDEN PUBLIC FINANCE	265.00	387829	
DE LAGE LANDEN PUBLIC FINANCE	265.00	387830	
DE LAGE LANDEN PUBLIC FINANCE	265.00	387839	
COUNTY COURT AT LAW NO.1			795.00*
OFFICE DEPOT	112.78	387691	
UNITED STATES POSTAL SERVICE	1.54	387748	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	
COUNTY COURT AT LAW NO. 2			334.40*
BRUCE W. COBB	750.00	387644	
JOHN E. MACEY	250.00	387681	
ELIZABETH PARKS	462.20	387694	
KEVIN S. LAINE	250.00	387739	
CHARLES ROJAS	350.00	387740	
UNITED STATES POSTAL SERVICE	2.12	387748	
RYAN L MATUSKA	600.00	387795	

NAME	AMOUNT	CHECK NO.	TOTAL
ANTOINE FREEMAN	750.00	387800	
ALEX BILL III	250.00	387844	
COUNTY COURT AT LAW NO. 3			3,664.32*
MIKE CICHOWSKI	250.00	387638	
CASH ADVANCE ACCOUNT	2,146.51	387672	
UNITED STATES POSTAL SERVICE	9.22	387748	
WILLIAM MARCUS WILKERSON	250.00	387860	
COURT MASTER			2,655.73*
JUDGE LARRY GIST	1,253.96	387663	
UNITED STATES POSTAL SERVICE	8.98	387748	
DE LAGE LANDEN PUBLIC FINANCE	104.00	387833	
DE LAGE LANDEN PUBLIC FINANCE	104.00	387836	
DE LAGE LANDEN PUBLIC FINANCE	104.00	387839	
MEDIATION CENTER			1,574.94*
UNITED STATES POSTAL SERVICE	3.46	387748	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	
COMMUNITY SUPERVISION			223.54*
GUARDIAN FORCE	3,980.00	387620	
DE LAGE LANDEN PUBLIC FINANCE	332.16	387833	
DE LAGE LANDEN PUBLIC FINANCE	332.16	387836	
DE LAGE LANDEN PUBLIC FINANCE	332.16	387839	
SHERIFF'S DEPARTMENT			4,976.48*
COCOMO JOE'S	332.52	387646	
EQUINE MEDICINE & SURGERY	84.00	387659	
MOORMAN & ASSOCIATES, INC.	150.00	387687	
UNITED STATES POSTAL SERVICE	1,017.59	387748	
FIVE STAR FEED	156.75	387765	
CODE BLUE	1,120.00	387769	
DE LAGE LANDEN PUBLIC FINANCE	297.50	387829	
DE LAGE LANDEN PUBLIC FINANCE	297.50	387830	
DE LAGE LANDEN PUBLIC FINANCE	680.14	387833	
DE LAGE LANDEN PUBLIC FINANCE	680.14	387836	
DE LAGE LANDEN PUBLIC FINANCE	977.64	387839	
EXCALIBUR CONSULTING	6,900.00	387874	
CRIME LABORATORY			12,693.78*
JOHN WILEY & SONS, INC.	379.00	387734	
DE LAGE LANDEN PUBLIC FINANCE	104.00	387833	
DE LAGE LANDEN PUBLIC FINANCE	104.00	387836	
DE LAGE LANDEN PUBLIC FINANCE	104.00	387839	
JAIL - NO. 2			691.00*
JOHNSTONE SUPPLY	199.60	387625	
CITY OF BEAUMONT - WATER DEPT.	15,151.27	387640	
COBURN'S, BEAUMONT BOWIE (1)	615.80	387645	
ECOLAB	399.90	387656	
HERNANDEZ OFFICE SUPPLY, INC.	335.18	387670	
HYGEIA CHEMICAL CO.	3,933.00	387671	
JOHNSON SUPPLY	32.36	387673	
KINDRA, DBA J&R SERVICES	2,112.04	387675	
M&D SUPPLY	122.38	387680	
MCNEILL INSURANCE AGENCY	71.00	387685	
PETTY CASH - SHERIFF'S OFFICE	423.13	387695	
RALPH'S INDUSTRIAL ELECTRONICS	420.00	387701	
SANITARY SUPPLY, INC.	1,925.42	387703	
SCOTT EQUIPMENT, INC.	130.55	387705	
SHERWIN-WILLIAMS	345.59	387708	
WASTE MGT. GOLDEN TRIANGLE, INC.	4,231.44	387726	
WHOLESALE ELECTRIC SUPPLY CO.	30.95	387732	

NAME	AMOUNT	CHECK NO.	TOTAL
WORTH HYDROCHEM	327.00	387735	
ATCO INTERNATIONAL	67.50	387745	
LONE STAR UNIFORMS, INC.	49.75	387757	
INTERCONTINENTAL JET CORP	523.18	387774	
ICS	6,876.00	387798	
FIRETROL PROTECTION SYSTEMS, INC.	1,398.85	387810	
FIVE STAR CORRECTIONAL SERVICE	18,986.15	387821	
DE LAGE LANDEN PUBLIC FINANCE	93.00	387829	
DE LAGE LANDEN PUBLIC FINANCE	93.00	387830	
DE LAGE LANDEN PUBLIC FINANCE	1,273.16	387833	
DE LAGE LANDEN PUBLIC FINANCE	1,273.16	387836	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	387839	
SHOE CORPORATION OF BIRMINGHAM INC	5,154.24	387846	
CHRISTUS JASPER MEDICAL HOSPITAL	6,260.83	387864	
JUVENILE PROBATION DEPT.			74,221.59*
UNITED STATES POSTAL SERVICE	8.58	387748	
LATRICIA COLEMAN	280.24	387758	
TENNILLE DAW	257.08	387761	
SHANA SELLERS	124.87	387788	
DE LAGE LANDEN PUBLIC FINANCE	221.79	387833	
DE LAGE LANDEN PUBLIC FINANCE	221.79	387836	
DE LAGE LANDEN PUBLIC FINANCE	221.79	387839	
JUVENILE DETENTION HOME			1,336.14*
LABATT FOOD SERVICE	143.76	387632	
CITY OF BEAUMONT - WATER DEPT.	2,770.17	387640	
OAK FARM DAIRY	238.90	387738	
FLOWERS FOODS	124.33	387766	
CENTERPOINT ENERGY RESOURCES CORP	669.53	387775	
SHANA SELLERS	20.34	387788	
BROTHERS PRODUCE	45.42	387849	
A1 FILTER SERVICE COMPANY	183.79	387850	
CONSTABLE PCT 1			4,196.24*
DELL MARKETING L.P.	3,431.01	387654	
OFFICE DEPOT	205.35	387691	
UNITED STATES POSTAL SERVICE	46.26	387748	
DE LAGE LANDEN PUBLIC FINANCE	332.00	387828	
DE LAGE LANDEN PUBLIC FINANCE	332.00	387839	
CONSTABLE-PCT 4			4,346.62*
CALDWELL COUNTRY CHEVROLET	27,396.00	387778	
DE LAGE LANDEN PUBLIC FINANCE	229.00	387829	
DE LAGE LANDEN PUBLIC FINANCE	229.00	387830	
DE LAGE LANDEN PUBLIC FINANCE	229.00	387839	
CONSTABLE-PCT 6			28,083.00*
UNITED STATES POSTAL SERVICE	8.26	387748	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	
CONSTABLE PCT. 7			228.34*
PHILPOTT MOTORS, INC.	29,813.77	387696	
CONSTABLE PCT. 8			29,813.77*
WEST PUBLISHING CORPORATION	57.00	387731	
DE LAGE LANDEN PUBLIC FINANCE	332.00	387828	
DE LAGE LANDEN PUBLIC FINANCE	332.00	387839	
COUNTY MORGUE			721.00*
A1 FILTER SERVICE COMPANY	23.60	387850	
AGRICULTURE EXTENSION SVC			23.60*

NAME	AMOUNT	CHECK NO.	TOTAL
TERRIE S. LOONEY	20.00	387617	
EPSILON SIGMA PHI	65.00	387658	
TAE - 4HA	100.00	387716	
BARBARA EVANS	20.00	387807	
DE LAGE LANDEN PUBLIC FINANCE	148.43	387833	
DE LAGE LANDEN PUBLIC FINANCE	148.43	387836	
DE LAGE LANDEN PUBLIC FINANCE	148.43	387839	
HEALTH AND WELFARE NO. 1			650.29*
CLAYBAR FUNERAL HOME, INC.	984.00	387642	
COMMUNITY FUNERAL CHAPEL, INC.	1,700.00	387648	
ENERGY	70.00	387668	
AUSTIN CECIL WALKES MD PA	3,245.08	387724	
UNITED STATES POSTAL SERVICE	56.65	387748	
CENTERPOINT ENERGY RESOURCES CORP	27.14	387776	
ESSLINE KNOX	66.11	387826	
DE LAGE LANDEN PUBLIC FINANCE	332.00	387828	
DE LAGE LANDEN PUBLIC FINANCE	148.43	387833	
DE LAGE LANDEN PUBLIC FINANCE	148.43	387836	
DE LAGE LANDEN PUBLIC FINANCE	480.43	387839	
HEALTH AND WELFARE NO. 2			7,258.27*
AUSTIN CECIL WALKES MD PA	3,245.08	387724	
HEB - PORT ARTHUR	130.14	387802	
DE LAGE LANDEN PUBLIC FINANCE	178.70	387833	
DE LAGE LANDEN PUBLIC FINANCE	178.70	387836	
DE LAGE LANDEN PUBLIC FINANCE	178.70	387839	
NURSE PRACTITIONER			3,911.32*
GEORGE V. ZUZUKIN, M.D.	1,000.00	387626	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	
CHILD WELFARE UNIT			1,220.08*
J.C. PENNEY'S	1,926.70	387754	
SEARS COMMERCIAL CREDIT	980.93	387755	
ENVIRONMENTAL CONTROL			2,907.63*
AT&T	35.25	387710	
INDIGENT MEDICAL SERVICES			35.25*
KINGS PHARMACY	972.14	387628	
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	387801	
CARDINAL HEALTH 110 INC	19,254.73	387870	
MAINTENANCE-BEAUMONT			23,999.87*
AAA LOCK & SAFE	105.25	387615	
A&A EQUIPMENT	335.49	387616	
FAST SIGNS, INC.	349.72	387661	
M&D SUPPLY	29.18	387680	
MCCOWN PAINT & SUPPLY OF TEXAS	864.00	387683	
SANITARY SUPPLY, INC.	3,344.45	387703	
WALKER SCALE & EQUIP. CO.	122.00	387725	
WHOLESALE ELECTRIC SUPPLY CO.	538.56	387732	
AT&T GLOBAL SERVICES	3,393.00	387762	
BELT SOURCE	109.76	387785	
VOSS LIGHTING	819.00	387793	
FIRETROL PROTECTION SYSTEMS, INC.	150.00	387810	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	
MAINTENANCE-PORT ARTHUR			10,380.49*
CITY OF PORT ARTHUR - WATER DEPT.	912.27	387641	

NAME	AMOUNT	CHECK NO.	TOTAL
FAST SIGNS, INC.	50.00	387661	
STONEBURNER VERRET ELECT	13.50	387711	
TIME WARNER COMMUNICATIONS	129.52	387714	
DE LAGE LANDEN PUBLIC FINANCE	150.76	387833	
DE LAGE LANDEN PUBLIC FINANCE	150.76	387836	
DE LAGE LANDEN PUBLIC FINANCE	150.76	387839	
SIGN DOCTOR, INC	425.00	387842	
DALE'S POOLS	1,250.00	387866	
			3,232.57*
MAINTENANCE-MID COUNTY			
ALL-PHASE ELECTRIC SUPPLY	27.00	387649	
ACE IMAGEWEAR	26.89	387707	
WASTE MGT. GOLDEN TRIANGLE, INC.	72.50	387726	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	387727	
CENTERPOINT ENERGY RESOURCES CORP	23.91	387775	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387833	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387836	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387839	
			461.62*
SERVICE CENTER			
KINSEL FORD, INC.	411.32	387676	
M&D SUPPLY	181.56	387680	
PHILPOTT MOTORS, INC.	496.80	387696	
TRI-CON, INC.	1,085.00	387719	
SHELL	75.00	387764	
PETROLEUM SOLUTIONS, INC.	114.00	387770	
BUMPER TO BUMPER	239.55	387772	
TIME WARNER CABLE BUSINESS CLASS	79.95	387791	
ROBERT'S TEXACO XPRESS LUBE	333.50	387806	
UNIFIRST HOLDINGS INC	17.20	387815	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	
INDEPENDENT STATIONERS	15.73	387843	
MIGHTY OF SOUTHEAST TEXAS	20.39	387847	
ADVANCE AUTO PARTS	100.00	387865	
			3,390.08*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	2.32	387748	
HILARY GUEST	122.12	387760	
DE LAGE LANDEN PUBLIC FINANCE	464.62	387833	
DE LAGE LANDEN PUBLIC FINANCE	464.62	387836	
DE LAGE LANDEN PUBLIC FINANCE	464.62	387839	
			1,518.30*
			608,196.25**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	43.30	387629	
MUNRO'S	98.95	387688	
RITTER LUMBER CO.	19.99	387699	
ROGERS AUTO PARTS, INC.	18.04	387700	
CENTERPOINT ENERGY RESOURCES CORP	27.26	387775	
TDATA, INC	504.95	387777	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	73.36	387839	
			932.57**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	77.40	387833	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387836	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387839	
			232.20**
SECURITY FEE FUND			
CODE BLUE	100.00	387769	
TIERA M JOHNSON-WILLIAMS	5.00	387876	
TIERA M JOHNSON-WILLIAMS	5.00	387877	
			110.00**
LAW LIBRARY FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
YVONNE COOPER	150.00	387650	
JONES MCCLURE PUBLISHING, INC.	199.00	387674	
WEST PUBLISHING CORPORATION	91.00	387731	
CITY DIRECTORIES	950.00	387787	
TIERA M JOHNSON-WILLIAMS	10.00	387876	
TIERA M JOHNSON-WILLIAMS	10.00	387877	1,410.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	39.51	387709	39.51**
JUVENILE DETENTION - TJPC			
VERIZON WIRELESS	58.78	387743	58.78**
JUVENILE TJPC-A-2012-123			
WILBERT PIERRE	109.05	387854	109.05**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	1,455.12	387691	
OLMSTED-KIRK PAPER	963.00	387692	
SAFER SOCIETY PRESS	114.00	387702	
TIME WARNER COMMUNICATIONS	74.97	387713	
UNITED STATES POSTAL SERVICE	117.78	387748	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	387801	
JCCSC	8.00	387825	
SAM'S CLUB DIRECT	26.86	387855	9,724.73**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	442.13	387622	
BELL'S LAUNDRY	1,011.38	387636	
ECOLAB	82.95	387656	
ENTERGY	1,410.64	387667	
KINDRA, DBA J&R SERVICES	239.40	387675	
LUBE SHOP	41.24	387679	
M&D SUPPLY	37.38	387680	
MARKET BASKET	519.88	387682	
KIM MCKINNEY, LPC, LMFT	350.00	387684	
OFFICE DEPOT	293.23	387691	
PREMIUM PLUMBING	330.00	387697	
SANITARY SUPPLY, INC.	1,523.98	387703	
AT&T	126.22	387710	
SYSCO FOOD SERVICES, INC.	1,891.71	387712	
TEXAS ASSN. OF COUNTIES - RISK	532.00	387717	
BURT WALKER PARTNERS, LTD	4,500.00	387723	
WASTE MGT. GOLDEN TRIANGLE, INC.	154.16	387726	
PETTY CASH - RESTITUTION I	145.22	387736	
OAK FARM DAIRY	341.97	387738	
TEXAS FIRE & COMMUNICATIONS	90.00	387741	
TOWER COMMUNICATIONS, INC.	60.00	387746	
BEN E KEITH FOODS	2,398.55	387768	
CENTERPOINT ENERGY RESOURCES CORP	342.58	387775	
DE LAGE LANDEN PUBLIC FINANCE	215.00	387829	
DE LAGE LANDEN PUBLIC FINANCE	215.00	387830	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387833	
DE LAGE LANDEN PUBLIC FINANCE	77.40	387836	
DE LAGE LANDEN PUBLIC FINANCE	292.40	387839	
SAM'S CLUB DIRECT	205.08	387855	17,946.90**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	115.38	387833	
DE LAGE LANDEN PUBLIC FINANCE	115.38	387836	
DE LAGE LANDEN PUBLIC FINANCE	115.38	387839	346.14**
DRUG DIVERSION PROGRAM			
KIMBERLY ATKINS	47.46	387693	
DE LAGE LANDEN PUBLIC FINANCE	115.38	387833	
DE LAGE LANDEN PUBLIC FINANCE	115.38	387836	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	115.38	387839	393.60**
COUNTY RECORDS MANAGEMENT			
TIERA M JOHNSON-WILLIAMS	20.00	387876	40.00**
TIERA M JOHNSON-WILLIAMS	20.00	387877	
HOTEL OCCUPANCY TAX FUND			
ENTERGY	925.21	387667	2,225.66**
UNITED STATES POSTAL SERVICE	5.44	387748	
DE LAGE LANDEN PUBLIC FINANCE	431.67	387833	
DE LAGE LANDEN PUBLIC FINANCE	431.67	387836	
DE LAGE LANDEN PUBLIC FINANCE	431.67	387839	
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	210.68	387833	1,627.04**
DE LAGE LANDEN PUBLIC FINANCE	210.68	387836	
DE LAGE LANDEN PUBLIC FINANCE	210.68	387839	
COGNISERV LLC	995.00	387859	
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	387875	10,500.00**
CAPITAL PROJECTS FUND			
GUARDIAN FORCE	1,375.00	387620	39,054.30**
BAILEY'S ARCHITECTS INC	21,199.18	387794	
BASCO CONSTRUCTION INC	16,480.12	387867	
AIRPORT FUND			
A&B OUTDOOR EQUIPMENT	83.94	387618	109,658.36**
CINTAS, INC.	32.79	387639	
CRABTREE BARRICADE SYSTEMS, INC.	375.00	387652	
CURETON & SON	145.00	387653	
DISCOVERY INFORMATION TECHNOLOGIES	212.50	387655	
GCR BEAUMONT TRUCK TIRE CENTER	179.00	387662	
RITTER LUMBER CO.	19.57	387699	
ROGERS AUTO PARTS, INC.	94.99	387700	
RALPH'S INDUSTRIAL ELECTRONICS	193.68	387701	
SHERWIN-WILLIAMS	142.39	387708	
TRI-CITY COFFEE SERVICE	222.90	387720	
WASTE MGT. GOLDEN TRIANGLE, INC.	12.41	387726	
NEDERLAND HARDWARE SUPPLY	63.48	387730	
CENTERPOINT ENERGY RESOURCES CORP	694.26	387775	
RUTTY & MORRIS LLC	980.43	387797	
ASCENT AVIATION GROUP INC	104,459.96	387805	
ID WHOLESALER	83.45	387808	
ACT PIPE AND SUPPLY	166.50	387809	
JAN PAK, INC	144.00	387812	
INTERSTATE ALL BATTERY CENTER - BMT	227.80	387814	
UNIFIRST HOLDINGS INC	86.25	387815	
DE LAGE LANDEN PUBLIC FINANCE	177.36	387833	
DE LAGE LANDEN PUBLIC FINANCE	177.36	387836	
DE LAGE LANDEN PUBLIC FINANCE	177.36	387839	
CRAWFORD ELECTRIC SUPPLY COMPANY	499.00	387861	
ADVANCE AUTO PARTS	6.98	387865	
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	17,157.72	387782	114,015.21**
RELIANCE STANDARD LIFE INSURANCE	5,288.79	387784	
GROUP ADMINISTRATIVE CONCEPTS INC	91,568.70	387824	
LIABILITY CLAIMS ACCOUNT			
LEAH HAYES	1,012.00	387669	9,475.11**
CASH ADVANCE ACCOUNT	264.28	387672	
DUNHAM HALLMARK PLLC	393.75	387845	
PORTNER BOND PLLC	7,805.08	387858	
SHERIFF'S FORFEITURE FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
A-1 TINT & ACCESSORIES	835.00	387619	
HERNANDEZ OFFICE SUPPLY, INC.	398.00	387670	
EXCALIBUR CONSULTING	6,900.00	387874	8,133.00**
DISTRICT CLERK FILING FEE			
TIERA M JOHNSON-WILLIAMS	50.00	387876	
TIERA M JOHNSON-WILLIAMS	50.00	387877	100.00**
NON DISCLOSURE FEE			
TIERA M JOHNSON-WILLIAMS	28.00	387876	
TIERA M JOHNSON-WILLIAMS	28.00	387877	56.00**
JUDICIAL SUPPORT FUND			
TIERA M JOHNSON-WILLIAMS	42.00	387876	
TIERA M JOHNSON-WILLIAMS	42.00	387877	84.00**
ELECTRONIC FILING FEE			
TIERA M JOHNSON-WILLIAMS	20.00	387876	
TIERA M JOHNSON-WILLIAMS	20.00	387877	40.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,246.00	387584	
CLEAT	360.00	387585	
JEFFERSON CTY. TREASURER	19,289.56	387586	
RON STADTMUELLER - CHAPTER 13	1,717.50	387587	
INTERNAL REVENUE SERVICE	150.00	387588	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,040.00	387589	
JEFFERSON CTY. COMMUNITY SUP.	9,414.70	387590	
JEFFERSON CTY. TREASURER - HEALTH	384,497.88	387591	
JEFFERSON CTY. TREASURER - GENERAL	10.00	387592	
JEFFERSON CTY. TREASURER - PAYROLL	1,565,625.06	387593	
JEFFERSON CTY. TREASURER - PAYROLL	625,880.54	387594	
MONY/MLOA	275.61	387595	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,356.18	387596	
TGSLC	220.81	387597	
UNITED WAY OF BEAUMONT& N JEFFERSON	47.72	387598	
JEFFERSON CTY. TREASURER - TCDRS	565,608.21	387599	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,243.31	387600	
JEFFERSON COUNTY TREASURER	2,336.44	387601	
JEFFERSON COUNTY - TREASURER -	4,635.44	387602	
NECHES FEDERAL CREDIT UNION	67,584.78	387603	
DEPARTMENT OF SOCIAL SERVICES	140.76	387604	
JEFFERSON COUNTY - NATIONWIDE	63,784.98	387605	
TENNESSEE CHILD SUPPORT	115.38	387606	
FMS DMS PIONEER	34.62	387607	
SBA - U S DEPARTMENT OF TREASURY	168.49	387608	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	387609	
U S DEPARTMENT OF TREASURY	157.99	387610	
WILLIAM E HEITKAMP	639.00	387611	
JOHN TALTON	223.85	387612	
JEFFERSON CTY. TREASURER - PAYROLL	67,876.67	387613	
JEFFERSON CTY. TREASURER - PAYROLL	3,506.66	387614	3,405,305.37**
ORCA - IKE			
H.B. NEILD & SONS, INC.	16,853.00	387689	
MAGUIRE IRON INC	41,662.17	387863	58,515.17**
DISTRICT CRT RECORDS TECH			
TIERA M JOHNSON-WILLIAMS	5.00	387876	
TIERA M JOHNSON-WILLIAMS	5.00	387877	10.00**
MARINE DIVISION			
JOHNSTONE SUPPLY	422.88	387625	
COTTON CARGO	115.00	387651	
RITTER LUMBER CO.	126.41	387699	

NAME	AMOUNT	CHECK NO.	TOTAL
NEDERLAND HARDWARE SUPPLY SABINE PASS PORT AUTHORITY	343.61 459.50	387730 387751	1,467.40** 4,427,116.46***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	517.35	387967	517.35**
ROAD & BRIDGE PCT.#1			
ADAMS BACKHOE SERVICE	353.00	387885	
APAC, INC. - TROTTI & THOMSOM	331.97	387891	
M&D SUPPLY	573.14	387931	
MUNRO'S	62.90	387936	
PARTS EXCHANGE COMPANY, INC.	96.00	387944	
SMART'S TRUCK & TRAILER, INC.	158.54	387957	
AT&T	60.88	387959	
			1,636.43**
ROAD & BRIDGE PCT.#2			
A-1 GLASS CO.	203.98	387882	
ENTERGY	91.00	387919	
MUNRO'S	16.20	387936	
DEPARTMENT OF INFORMATION RESOURCES	.19	387984	
CHANNEL SAFETY & MARINE SUPPLY INC	32.01	388063	
CONROE PIPE INC	7,092.00	388071	
			7,435.38**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	82.24	387910	
GULF COAST AUTOMOTIVE, INC.	86.28	387917	
MUNRO'S	12.45	387936	
OFFICE DEPOT	28.14	387940	
SMART'S TRUCK & TRAILER, INC.	35.69	387957	
TIME WARNER COMMUNICATIONS	80.22	387962	
TRANSIT & LEVEL CLINIC	1,720.00	387966	
MATHESON TRI-GAS	84.61	387968	
WEAVER, FALGOUT, & CARRUTH, INC.	151.88	387971	
HOWARD'S AUTO SUPPLY	107.58	387979	
DEPARTMENT OF INFORMATION RESOURCES	.19	387984	
SUPERIOR SUPPLY & STEEL	358.50	387985	
WALMART COMMUNITY BRC	14.40	387989	
LOWE'S HOME CENTERS, INC.	60.02	387996	
FIVE STAR FEED	13.90	388004	
BEAUMONT FREIGHTLINER STERLING	1,215.17	388016	
BILL WILLIAMS	200.00	388025	
			4,251.27**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	513.15	387891	
CITY OF BEAUMONT - WATER DEPT.	18.12	387898	
ENTERGY	703.24	387919	
MUNRO'S	55.33	387936	
OIL CITY TRACTORS, INC.	74.12	387942	
DEPARTMENT OF INFORMATION RESOURCES	.18	387984	
UNITED STATES POSTAL SERVICE	8.92	387991	
SIERRA SPRING WATER CO. - BT	52.71	387992	
GEOSHACK	280.00	388007	
ON TIME TIRE	439.97	388057	
			2,145.74**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	2.72	387991	2.72**
PARKS & RECREATION			
ENTERGY	326.46	387919	326.46**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	461.65	387940	
SOUTHEAST TEXAS WATER	217.73	387958	
WHOLESALE ELECTRIC SUPPLY CO.	369.00	387973	
DEPARTMENT OF INFORMATION RESOURCES	.40	387984	
UNITED STATES POSTAL SERVICE	2,560.17	387991	

NAME	AMOUNT	CHECK NO.	TOTAL
RT LAWRENCE CORPORATION	4,329.00	388060	7,937.95*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	4.50	387991	4.50*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	16.46	387991	16.46*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	494.23	387991	494.23*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	1,716.00	387903	
JAN GIROUARD & ASSOCIATES	200.00	387915	
UNITED STATES POSTAL SERVICE	2.69	387991	
LUKE NICHOLS	500.00	388020	2,418.69*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	15.32	387991	15.32*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	220.51	387991	220.51*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	454.78	387943	
STAR GRAPHICS COPIERS, INC.	5,643.68	387960	
COASTAL BUSINESS SUPPLIES INC	382.20	388036	6,480.66*
PURCHASING DEPARTMENT			
OFFICE DEPOT	233.73	387940	
UNITED PARCEL SERVICE	23.75	387969	
UNITED STATES POSTAL SERVICE	15.68	387991	273.16*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	387886	
CASH ADVANCE ACCOUNT	47.50	387928	
TIME WARNER COMMUNICATIONS	1,068.84	387963	
HOBBY LOBBY	771.32	387975	
SAM'S CLUB DIRECT	37.40	388061	1,961.06*
DATA PROCESSING			
VERIZON WIRELESS	75.98	387988	75.98*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	37.42	387991	
US POSTAL SERVICE	36,982.68	387995	
COASTAL BUSINESS FORMS	861.40	388066	37,881.50*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	92.00	387991	92.00*
DISTRICT ATTORNEY			
MANNINGS SCHOOL SUPPLY	79.80	387932	
TEXAS DISTRICT & COUNTY ATTY ASSN.	4,550.00	387964	
UNITED STATES POSTAL SERVICE	417.68	387991	
REALTIME REPORTING SERVICES INC.	89.76	388048	
LESLIE JONES	33.34	388067	
HEALTHPORT	20.27	388070	5,190.85*
DISTRICT CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	142.53	387991	142.53*
CRIMINAL DISTRICT COURT			
RENE MULHOLLAND	392.85	387970	
CHARLES ROJAS	800.00	387983	
LUKE NICHOLS	900.00	388020	
CULLEN KIKER	800.00	388038	
JAMES R. MAKIN, P.C.	4,014.54	388049	6,907.39*
60TH DISTRICT COURT			
OFFICE DEPOT	41.23	387940	
UNITED STATES POSTAL SERVICE	14.52	387991	55.75*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.15	387991	1.15*
172ND DISTRICT COURT			
COURT REPORTERS CERT BOARD	210.00	387904	210.00*
252ND DISTRICT COURT			
GAYLYN COOPER	1,250.00	387887	
DAVID W BARLOW	750.00	387893	
A. MARK FAGGARD	600.00	387909	
JIMMY D. HAMM	3,015.00	387922	
MIKE LAIRD, ATTORNEY AT LAW	700.00	387930	
KEVIN S. LAINE	800.00	387978	
CHARLES ROJAS	600.00	387983	
UNITED STATES POSTAL SERVICE	175.88	387991	
SUMMER TANNER	121.25	388024	
SOUTHEAST TEXAS PSYCHIATRY PA	1,940.00	388052	
RIGHT TIME EDUCATIONAL SUPPORT SYS.	250.00	388053	10,202.13*
279TH DISTRICT COURT			
BRACK JONES JR.	325.00	387976	
CHARLES ROJAS	1,500.00	387983	
UNITED STATES POSTAL SERVICE	.77	387991	
GORDON D. FRIESZ	500.00	388051	
TERRENCE ALLISON	1,000.00	388064	3,325.77*
317TH DISTRICT COURT			
TRAVIS EVANS	325.00	387908	
OFFICE DEPOT	233.37	387940	
MARVA PROVO	1,550.00	387949	
ANITA F. PROVO	2,412.50	387950	
KEVIN PAULA SEKALY PC	500.00	387954	
WEST PUBLISHING CORPORATION	51.00	387972	
CHARLES ROJAS	75.00	387983	
UNITED STATES POSTAL SERVICE	1.61	387991	
GLEN M. CROCKER	150.00	387994	
LANGSTON ADAMS	1,075.00	388000	
JUDY PAASCH	2,233.33	388010	
LUKE NICHOLS	500.00	388020	
RYAN L MATUSKA	725.00	388026	
TONYA CONNELL TOUPS	75.00	388029	
RONALD PLESSALA	500.00	388033	
STEFANIE L. ADAMS, ATTORNEY AT LAW	75.00	388046	
LINDSAY LAW FIRM, PLLC	1,000.00	388047	
GORDON D. FRIESZ	500.00	388051	
JEFFERY T ROEBUCK	500.00	388074	12,481.81*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	33.07	387991	33.07*
JUSTICE COURT-PCT 2			

NAME	AMOUNT	CHECK NO.	TOTAL
WEST PUBLISHING CORPORATION	57.00	387972	57.00*
JUSTICE COURT-PCT 4			
WEST PUBLISHING CORPORATION	57.00	387972	
DEPARTMENT OF INFORMATION RESOURCES	.28	387984	57.28*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	80.03	387991	80.03*
JUSTICE COURT-PCT 7			
AT&T	29.34	387959	
DEPARTMENT OF INFORMATION RESOURCES	.21	387984	29.55*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.54	387991	1.54*
COUNTY COURT AT LAW NO. 2			
THOMAS J. BURBANK, P.C.	300.00	387895	
CASH ADVANCE ACCOUNT	1,076.74	387928	
UNITED STATES POSTAL SERVICE	18.05	387991	1,394.79*
COUNTY COURT AT LAW NO. 3			
CAYLA CALAMIA	1,008.80	387896	
CHARLES ROJAS	250.00	387983	
UNITED STATES POSTAL SERVICE	31.49	387991	1,290.29*
COURT MASTER			
VERIZON WIRELESS	98.32	387988	
UNITED STATES POSTAL SERVICE	1.15	387991	99.47*
MEDIATION CENTER			
OFFICE DEPOT	81.79	387940	
UNITED STATES POSTAL SERVICE	38.15	387991	119.94*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	28.00	387907	
FED EX	54.84	387911	
FED EX	415.12	387912	
W.W. GRAINGER, INC.	3,667.80	387916	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,810.00	387926	
CASH ADVANCE ACCOUNT	1,263.95	387928	
MCNEILL INSURANCE AGENCY	142.00	387934	
NATIONAL SHERIFF'S ASSOCIATION	258.00	387937	
OFFICE DEPOT	1,182.75	387940	
OLD REPUBLIC SURETY COMPANY	100.00	387941	
PHILPOTT MOTORS, INC.	7,218.33	387947	
WEST PUBLISHING CORPORATION	486.57	387972	
DEPARTMENT OF INFORMATION RESOURCES	.93	387984	
VERIZON WIRELESS	2,954.37	387987	
UNITED STATES POSTAL SERVICE	1,019.91	387991	
FIVE STAR FEED	428.75	388004	
CODE BLUE	962.00	388006	
CALDWELL COUNTRY CHEVROLET	25,811.00	388014	
MARK ELLIS	10.81	388023	47,815.13*
CRIME LABORATORY			
COASTAL WELDING SUPPLY	564.50	387901	
FISHER SCIENTIFIC	88.80	387913	
OFFICE DEPOT	442.12	387940	
PHYSICIAN SALES & SERVICE, INC.	66.96	387948	
ZEE MEDICAL SERVICE	36.45	387974	
ASCLD / LAB, INC.	7,310.00	387980	
CERILLIANT	155.75	388001	

NAME	AMOUNT	CHECK NO.	TOTAL
CAYMAN CHEMICAL COMPANY	335.00	388041	
GENERAL LABORATORY SUPPLY	84.18	388062	
JAIL - NO. 2			9,083.76*
HILO / O'REILLY AUTO PARTS	78.39	387884	
JOHNSTONE SUPPLY	142.63	387888	
HERNANDEZ OFFICE SUPPLY, INC.	3,506.79	387924	
HYGEIA CHEMICAL CO.	351.05	387925	
JACK BROOKS REGIONAL AIRPORT	1,762.27	387927	
OFFICE DEPOT	525.99	387940	
PETTY CASH - SHERIFF'S OFFICE	195.00	387946	
SANITARY SUPPLY, INC.	4,612.74	387953	
CDW COMPUTER CENTERS, INC.	267.91	387981	
C S & A - FRANKLIN	9,950.00	388008	
INTERCONTINENTAL JET CORP	1,562.17	388011	
PORTER-STRAIT INSTRUMENT CO., INC.	1,700.00	388013	
BELT SOURCE	69.98	388019	
AIRGAS SOUTHWEST	361.18	388032	
WORLD FUEL SERVICES	2,089.55	388040	
FIVE STAR CORRECTIONAL SERVICE	57,105.58	388043	
LIQUID CAPITAL EXCHANGE INC	439.15	388050	
A1 FILTER SERVICE COMPANY	737.60	388055	
EPIC CARD SERVICES LLC	575.00	388059	
CONMED INC	378,350.13	388065	
KROPP HOLDINGS INC	1,094.67	388069	
SHARE CORPORATION	1,168.14	388072	
JUVENILE PROBATION DEPT.			466,645.92*
FED EX	62.28	387911	
LARONDA TURNER	120.35	387945	
VERIZON WIRELESS	66.34	387988	
UNITED STATES POSTAL SERVICE	10.35	387991	
LEXISNEXIS MATTHEW BENDER	256.41	387997	
JENNIFER SOLANO	339.00	387998	
KESHA NIXON	116.39	388021	
JUVENILE DETENTION HOME			971.12*
LABATT FOOD SERVICE	2,253.05	387892	
EPS	2,169.91	387905	
OAK FARM DAIRY	259.40	387977	
FLOWERS FOODS	67.90	388005	
ATTABOY TERMITE & PEST CONTROL	80.00	388037	
BROTHERS PRODUCE	114.44	388054	
CONSTABLE PCT 1			4,944.70*
OFFICE DEPOT	163.01	387940	
VERIZON WIRELESS	227.94	387988	
UNITED STATES POSTAL SERVICE	49.75	387991	
CONSTABLE-PCT 2			440.70*
VERIZON WIRELESS	113.97	387988	
CONSTABLE-PCT 4			113.97*
DEPARTMENT OF INFORMATION RESOURCES	.07	387984	
VERIZON WIRELESS	113.97	387988	
WATCH GUARD VIDEO	183.00	388028	
CONSTABLE-PCT 6			297.04*
OFFICE DEPOT	752.52	387940	
VERIZON WIRELESS	113.97	387988	
UNITED STATES POSTAL SERVICE	18.48	387991	
CONSTABLE PCT. 7			884.97*
OFFICE DEPOT	36.54	387940	
AT&T	29.34	387959	

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	113.97	387988	179.85*
CONSTABLE PCT. 8			
OFFICE DEPOT	404.58	387940	27,914.55*
VERIZON WIRELESS	113.97	387988	
CALDWELL COUNTRY CHEVROLET	27,396.00	388014	
AGRICULTURE EXTENSION SVC			
TERRIE S. LOONEY	150.00	387880	166.90*
UNITED STATES POSTAL SERVICE	16.90	387991	
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	80.00	387890	2,171.76*
BROUSSARD'S MORTUARY	1,000.00	387894	
CLAYBAR FUNERAL HOME, INC.	984.00	387900	
ENTERGY	70.00	387920	
UNITED STATES POSTAL SERVICE	37.76	387991	
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	44.69	387899	
GABRIEL FUNERAL HOME, INC.	1,500.00	387914	
ENTERGY	385.52	387921	3,459.55*
MOODY-HARRIS FUNERAL HOME	1,500.00	387935	
AT&T	29.34	387959	
NURSE PRACTITIONER			
OFFICE DEPOT	136.69	387940	136.69*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	1.63	387984	1.63*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	13,327.93	388068	13,327.93*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	6.00	387879	65,508.67*
GUARDIAN FORCE	72.00	387886	
CERTIFIED LABORATORIES	579.59	387897	
CITY OF BEAUMONT - WATER DEPT.	5,942.18	387898	
ECOLAB	209.95	387906	
ENTERGY	44,009.75	387919	
M&D SUPPLY	40.82	387931	
MCCOWN PAINT & SUPPLY OF TEXAS	235.96	387933	
RALPH'S INDUSTRIAL ELECTRONICS	31.63	387952	
AT&T	5,095.91	387959	
TEXAS DEPT OF LICENSING &	200.00	387965	
DEPARTMENT OF INFORMATION RESOURCES	6,881.86	387984	
UNITED STATES POSTAL SERVICE	10.73	387991	
SUNBELT RENTALS	1,797.79	388003	
DOMINICK FARACI	248.00	388018	
FIRETROL PROTECTION SYSTEMS, INC.	146.50	388035	
MAINTENANCE-PORT ARTHUR			
ALL-PHASE ELECTRIC SUPPLY	160.00	387902	2,526.44*
NOACK LOCKSMITH	29.00	387938	
SANITARY SUPPLY, INC.	1,738.19	387953	
AT&T	35.25	387959	
DEPARTMENT OF INFORMATION RESOURCES	2.71	387984	
SOLAR	261.95	387993	
TEXAS GAS SERVICE	299.34	388002	
MAINTENANCE-MID COUNTY			
ENTERGY	401.17	387919	

NAME	AMOUNT	CHECK NO.	TOTAL
ACE IMAGEWEAR	81.99	387955	
LOWE'S HOME CENTERS, INC.	94.41	387996	
SERVICE CENTER			577.57*
CACTUS USED CARS	140.00	387883	
GULF COAST SCREW & SUPPLY	208.00	387918	
KINSEL FORD, INC.	138.41	387929	
M&D SUPPLY	15.99	387931	
PHILPOTT MOTORS, INC.	281.71	387947	
VERIZON WIRELESS	41.93	387988	
FIRST CALL	780.23	387999	
BUMPER TO BUMPER	303.35	388009	
AIRPORT GULF TOWING LLC	95.00	388017	
AMERICAN TIRE DISTRIBUTORS	875.60	388034	
UNIFIRST HOLDINGS INC	17.46	388039	
SPANKY'S WRECKER SERVICE INC	150.00	388058	
VETERANS SERVICE			3,047.68*
UNITED STATES POSTAL SERVICE	1.90	387991	
			1.90*
MOSQUITO CONTROL FUND			749,770.79**
A&B OUTDOOR EQUIPMENT	21.98	387881	
SUPERIOR TIRE & SERVICE	18.69	387889	
W.W. GRAINGER, INC.	239.85	387916	
MUNRO'S	98.95	387936	
OFFICE DEPOT	37.47	387940	
RITTER LUMBER CO.	14.96	387951	
DEPARTMENT OF INFORMATION RESOURCES	.20	387984	
TEX-AIR PARTS, INC	44.00	388015	
PARKER LUMBER	111.35	388044	
COLE PLUMBING	2,555.00	388073	
LATERAL ROADS- PRECINCT 4			3,142.45**
APAC, INC. - TROTTI & THOMSOM	1,030.58	387891	
J.C. FAMILY TREATMENT CT.			1,030.58**
JUDY PAASCH	50.00	388010	
LAW LIBRARY FUND			50.00**
WEST PUBLISHING CORPORATION	6,307.82	387972	
CITY DIRECTORIES	950.00	388022	
JUVENILE TJPC-A-2012-123			7,257.82**
CASH ADVANCE ACCOUNT	457.25	387928	
JUVENILE PROB & DET. FUND			457.25**
VERIZON WIRELESS	31.93	387988	
IV-E FOSTER CARE			31.93**
VERIZON WIRELESS	31.93	387988	
COMMUNITY SUPERVISION FND			31.93**
CASH ADVANCE ACCOUNT	1,188.46	387928	
DEPARTMENT OF INFORMATION RESOURCES	3.28	387984	
VERIZON WIRELESS	120.25	387988	
UNITED STATES POSTAL SERVICE	126.02	387991	
CROSS COUNTRY EDUCATIONS	169.00	388042	
JCCSC	58.00	388045	
JEFF. CO. WOMEN'S CENTER			1,665.01**
M&D SUPPLY	33.48	387931	

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.58	387984	
VERIZON WIRELESS	31.93	387988	
SAM'S CLUB DIRECT	322.32	388061	388.31**
MENTALLY IMPAIRED OFFEND.			
CROSS COUNTRY EDUCATIONS	338.00	388042	338.00**
DRUG INTERVENTION COURT			
LAND MANOR, INC.	1,702.00	387982	1,702.00**
CONST. PCT 1 EDUCATION			
CASH ADVANCE ACCOUNT	505.87	387928	505.87**
TAX OFFICE AUTO DEALER			
HERNANDEZ OFFICE SUPPLY, INC.	33,410.64	387924	33,410.64**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	113.97	387988	113.97**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	123.25	387936	
OFFICE DEPOT	110.65	387940	
TIME WARNER COMMUNICATIONS	100.65	387961	
TRI-CITY COFFEE SERVICE	74.60	387967	
WHOLESALE ELECTRIC SUPPLY CO.	118.60	387973	
DEPARTMENT OF INFORMATION RESOURCES	16.96	387984	
VERIZON WIRELESS	37.99	387988	
LA RUE ROUGEAU	111.87	388027	694.57**
FBI FIRING RANGE REPAIR			
SHERWIN-WILLIAMS	569.63	387956	569.63**
AIRPORT FUND			
DEPARTMENT OF INFORMATION RESOURCES	.25	387984	
VERIZON WIRELESS	76.04	387988	76.29**
SE TX EMP. BENEFIT POOL			
MEDCO HEALTH SOLUTIONS INC	106,630.49	388030	106,630.49**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	23,075.28	388012	23,075.28**
SHERIFF'S FORFEITURE FUND			
NIGHT FLIGHT CONCEPTS INC	300.00	388056	300.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,280.00	388031	2,280.00**
MARINE DIVISION			
HARTMANN BLDG. SPECIALITIES	1,558.46	387923	
JACK BROOKS REGIONAL AIRPORT	221.00	387927	
CASH ADVANCE ACCOUNT	242.10	387928	
DEPARTMENT OF INFORMATION RESOURCES	263.64	387984	
VERIZON WIRELESS	341.91	387986	2,627.11**
ASAP - CONSTABLE PCT 8			
OFFICE DEPOT	322.57	387940	
CODE BLUE	240.00	388006	
			562.57**
			953,027.84***

STATE OF TEXAS § IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ____ day of _____, 2013 on motion made by _____, Commissioner of Precinct No ____ , and seconded by _____, Commissioner of Precinct No ____, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the OCI-Firewater property within the Beaumont, TX ETJ as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property as OCI-Firewater Reinvestment Zone at 5470 N. Twin City Highway, Nederland, Jefferson County, TX 77627 (mailing purposes only), further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4 That the Commissioners Court held a public hearing to consider this Order on the 2nd day of December, 2013.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

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 _____ day of _____, 2013.

JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

Exhibit "A"

TRACT I (Fee Simple)

BEING a 4.6344 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being the remainder of Lots 8, 9, & 10 of the Resubdivision of the Daniel Lewis Land in the Phelam Humphry League as recorded in Volume 1, Page 44, Map Records, Jefferson County, Texas and also being all of that certain called 4.6453 acre tract of land, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 4.6344 acre tract, identified as TRACT ONE, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 4.6344 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Northerly corner of the tract herein described, said corner also being the intersection of the Northerly line of the said Lot 8 and the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 44°20'08" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 714.22 feet to a 5/8" iron rod found for corner, said corner being the most Northerly corner of that certain called 4.960 acre tract of land, identified as Tract Two, as described in a "Special Warranty Deed" from Bo-Mac Contractors, Ltd. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2003031413, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 45°24'51" WEST, for the boundary between the tract herein described and the said 4.960 acre Deep South Crane & Rigging Co. tract, for a distance of 432.78 feet to a 1/2" iron rod found for corner, said corner being the most Westerly corner of the said 4.960 acre Deep South Crane & Rigging Co. tract, the most Northerly corner of that certain called 0.846 acre tract of land, identified as Tract One, as described in a "Special Warranty Deed" from Bo-Mac Contractors, Ltd. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2003031413, Official Public Records of Real Property, Jefferson County, Texas and also being the most Easterly corner of that certain called 0.2153 acre tract of land as described in a "Warranty Deed" from MKC Energy Investments, Inc. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2004003596, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 47°55'06" WEST, for the boundary between the tract herein described and the said 0.2153 acre Deep South Crane & Rigging Co. tract, for a distance of 114.58 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly right-of-way line of State Highway No. 347, and said corner also being the beginning of a curve to the right having a radius of 410.58 feet and being subtended by a chord bearing NORTH 37°01'37" EAST with a chord length of 120.77 feet;

THENCE NORTHEASTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 121.21 feet to a Texas Department of Transportation concrete monument (broken) found for corner;

THENCE NORTH 46°02'51" EAST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 58.28 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE NORTH 38°11'29" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 247.57 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE SOUTH 46°33'32" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 30.50 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE NORTH 38°17'20" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 339.48 feet to a 5/8" iron rod found for corner, said corner being in the common line between the said Lot 8 and Lot 1 of the said Resubdivision of the Daniel Lewis Land;

THENCE NORTH 45°43'05" EAST, for the boundary between the said Lots 1 and 8, for a distance of 230.50 feet to the POINT OF BEGINNING and containing 4.6344 ACRES, more or less.

TRACT II (Fee Simple)

BEING a 21.1268 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 62.71 acre tract of land as described in a "Warranty Deed" by J.T. Shelby to Texas Gulf Sulphur Company as recorded in Volume 812, Page 470, Deed Record, Jefferson County, Texas and also being all of that certain called 21.1253 acre tract, identified as Tract Two, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 21.1268 acre tract, identified as TRACT TWO, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 21.1268 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Easterly corner of the tract herein described, said corner also being the most Northerly corner of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX ENERGY, LLC as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas and said corner also being in the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 47°05'45" WEST, for the boundary between the tract herein described and the said 20.0281 acre TX ENERGY, LLC tract, for a distance of 1203.93 feet to a 1/2" iron rod found for corner, said corner being in the Northeasterly right-of-way line of State Highway No. 347 and being the most Westerly corner of the said 20.0281 acre TX ENERGY, LLC tract and said corner also being the beginning of a curve to the right having a radius of 3685.83 feet and being subtended by a chord bearing

NORTH 35°50'30" WEST with a chord length of 621.42 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 622.16 feet to a Texas Department of Transportation concrete monument found for corner, said corner also being the beginning of a curve to right having a radius of 1910.08 feet and being subtended by a chord bearing NORTH 29°42'58" WEST with a chord length of 81.50 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve with a curve, for an arc length of 81.51 feet to a 1/2" iron rod found for corner, said corner being in the Southeasterly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 47°37'34" EAST, along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 583.89 feet to a 5/8" iron rod found for corner;

THENCE NORTH 02°27'15" EAST, continuing along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 532.70 feet to a 5/8" iron rod found for corner;

THENCE NORTH 47°09'58" EAST, continuing along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 119.76 feet to a 5/8" iron rod found for corner, said corner also being in the Westerly right-of-way line of the said Kansas City Southern Railroad;

THENCE SOUTH 44°19'05" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 1065.14 feet to the POINT OF BEGINNING and containing 21.1268 ACRES, more or less.

TRACT III, Parcel A (Fee Simple)

BEING a 5.8766 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and a part of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas, and also being all of that certain called 5.8735 acre tract of land, identified as Tract Three-A, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 5.8766 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08 " EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates ".

BEGINNING at a "T" rail found for the most Northerly corner of the tract herein described, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of said 300 foot strip and said corner also being the most Westerly corner of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°20'52" EAST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the tract herein described and the said 3.1638 acre TX ENERGY, LLC tract, for a distance of 444.90 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 3.1638 acre TX ENERGY, LLC tract and in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 04°31'42" EAST, along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 225.31 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 41°37'56" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 485.69 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 10°09'26" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 230.28 feet to a 5/8" iron rod set for corner;

THENCE SOUTH 45°26'32" WEST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 3.82 feet to a 5/8" iron rod set for corner, said corner also being in the Easterly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE NORTH 44°19'21" WEST, along and with the Easterly right-of-way line of the Kansas City Southern Railroad, for a distance of 1292.67 feet to a 5/8" iron rod set for corner, said corner being in the Northwest line of the said Phelam Humphry League;

THENCE NORTH 45°28'30" EAST, along and with the Northwest line of the said Phelam Humphry League, for a distance of 299.95 feet to the POINT OF BEGINNING and containing 5.8766 ACRES, more or less.

TRACT III, Parcel B (Fee Simple)

BEING a 23.5668 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and a part of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas, and also being all of that certain called 23.5505 acre tract, identified as Tract Three -B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Triangle Railyard, L.P. as recorded in Clerk's File No. 1999043482, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 23.5668 acre tract, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real

Property, Jefferson County, Texas, said 23.5668 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20 '08 " EAST. All set 5/8 " iron rods set with a cap stamped "M. W. Whiteley & Associates".

COMMENCING at a "T" rail found for the most Northerly corner of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of said 300 foot strip and said corner also being the most Westerly corner of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°20'52" EAST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the said 5.8766 acre and the said 3.1638 acre TX ENERGY, LLC tracts, for a distance of 444.90 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 3.1638 acre TX ENERGY, LLC tract and in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 44°09'59" EAST, over and across the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 156.02 feet to a 5/8" iron rod found for the most Northerly corner and the POINT OF BEGINNING of the tract herein described, said corner also being an exterior ell corner of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and said corner also being in the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE SOUTH 44°20'33" EAST, for the boundary between the tract herein described and the said 192.5857 acre TX ENERGY, LLC tract, for a distance of 1399.09 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 192.5857 acre TX ENERGY, LLC tract and also being the most Westerly corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from OilTanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°19'21" EAST, for the boundary between the tract herein described and the said 24.6091 acre TX ENERGY, LLC tract, for a distance of 2715.60 feet to a 2" iron pipe found for corner, said corner being in the North line of the McFaddin Canal No. 2 as recorded on Partition Map No. 1 of the McFaddin-Wiess- Kyle Land Co. as recorded in Volume 4, Page 198, Map Records, Jefferson County, Texas;

THENCE SOUTH 86°54'33" WEST, along and with the North line of the McFaddin Canal No. 2, for a distance of 399.19 feet to a 5/8" iron rod found for corner, said corner being in the Easterly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE NORTH 44°19'21" WEST, along and with the Easterly right-of-way line of the Kansas City Southern Railroad, for a distance of 3058.46 feet to a 5/8" iron rod found for corner, said corner being in the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE NORTH 45°26'32" EAST, along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 56.38 feet to a 5/8" iron found for corner;

THENCE NORTH 10°09'26" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 311.77 feet to a 5/8" iron rod found for corner;

THENCE NORTH 41°37'56" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 480.20 feet to a 5/8" iron rod found for corner;

THENCE NORTH 04°43'06" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 71.72 feet to the POINT OF BEGINNING and containing 23.5668 ACRES, more or less.

TRACT IV, Parcel A (Fee Simple)

BEING a 22.8591 acre tract or parcel of land situated in the Jeff and James Chaison Survey, Abstract No. 435, Jefferson County, Texas, the same being a portion of that certain called 150 acres of land conveyed by Perry McFaddin Duncan, Camelia B. McFaddin, a feme sole, Di Vernon McFaddin Cordts and husband, E.G. Cordts, Mamie McFaddin Ward and Husband, Carroll E. Ward, W.P.W. McFaddin, Jr. and J.L.C. McFaddin to Texas Gulf Sulphur Company, Vol. 960, Pg. 192, Deed Records, Jefferson County, Texas and also being all of that certain called 22.8199 acre tract of land, identified as Tract Four-A as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 22.8591 acre tract, identified as TRACT FOUR A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 22.8591 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08 " EAST. All set 5/8 " iron rods set with a cap stamped "M. W. Whiteley & Associates".

COMMENCING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an interior ell corner of the remainder of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas and an exterior ell corner of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as

recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 89°58'05" WEST, along and with the South line of the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 389.73 feet to 5/8" iron rod found for corner, said corner being the Southwest corner of the said 123.9004 acre TX ENERGY, LLC tract and in the East line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 89°56'43" WEST, over and across the said 100 foot wide Texas Department of Transportation drainage ditch, and for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 100.13 feet to a 5/8" iron rod found for the Southeast corner and POINT OF BEGINNING of the tract herein described;

THENCE NORTH 89°56'31" WEST, continuing for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 382.40 feet to a 1" iron pipe found for corner;

THENCE NORTH 89°52'32" WEST, continuing for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 496.09 feet to a 1" iron pipe found for corner, said corner also being an exterior ell corner of that certain called 318.35 acre tract of land as described in a "Corrected Sheriffs Deed" from G. Mitch Woods, Sheriff of Jefferson County, Texas, to LaMonica Ltd. as recorded in Clerk's File No. 2003038403, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 01°20'03" EAST, for the boundary between the tract herein described and the said 318.35 acre LaMonica Ltd. tract, for a distance of 995.53 feet to a 1" iron pipe found for corner, said corner being in the South line of a Canal for barge traffic from W.P.H. McFaddin to United Oil and Refining Co. as recorded in Volume 80, Page 292, Deed Records, Jefferson County, Texas and Volume 93, Page 450, Deed Records, Jefferson County, Texas;

THENCE NORTH 70°27'51" EAST, along and with the South line of the said Canal, for a distance of 198.41 feet to a 1" iron pipe found for corner;

THENCE NORTH 72°45'38" EAST, continuing along and with the South line of the said Canal, for a distance of 324.39 feet to a 5/8" iron rod found for corner;

THENCE NORTH 82°00'17" EAST, continuing along and with the South line of the said Canal, for a distance of 400.87 feet to a 5/8" iron rod set for corner, said corner being the intersection of the South line of the said Canal and the West line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE SOUTH 01°48'50" WEST, along and with the West line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 1215.58 feet to the POINT OF BEGINNING and containing 22.8591 ACRES, more or less.

TRACT IV, Parcel B (Fee Simple)

BEING a 121.3652 acre tract or parcel of land situated in the Jeff and James Chaison Survey, Abstract No. 435, Pierre Lemane Survey, Abstract No. 163 and the W.P.H. McFaddin Survey, Abstract No. 689,

Jefferson County, Texas, and out of and part of that certain called 150 acres of land conveyed by Perry McFaddin Duncan, Camelia B. McFaddin, a feme sole, Di Vernon McFaddin Cordts and husband, E.G. Cordts, Mamie McFaddin Ward and Husband, Carroll E. Ward, W.P.W. McFaddin, Jr. and J.L.C. McFaddin to Texas Gulf Sulphur Company, Vol. 960, Pg. 192, Deed Records, Jefferson County, Texas and being out of and part of that certain called 123.9203 acre tract of land, identified as Tract Four B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being out of and part of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 121.3652 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M.W. Whiteley & Associates".

BEGINNING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an interior ell corner of the remainder of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas and an exterior ell corner of the said 123.9004 acre TX ENERGY, LLC tract;

THENCE SOUTH 89°58'05" WEST, along and with the South line of the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 389.73 feet to 5/8" iron rod found for corner, said corner being the Southwest corner of the said 123.9004 acre TX ENERGY, LLC tract and in the East line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 01°48'50" EAST, along and with the East line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 1228.38 feet to a 5/8" iron rod found for corner, said corner being the intersection of the said 100 foot wide Texas Department of Transportation drainage ditch and the South line of a Canal for barge traffic from W.P.H. McFaddin to United Oil and Refining Co. as recorded in Volume 80, Page 292, Deed Records, Jefferson County, Texas and Volume 93, Page 450, Deed Records, Jefferson County, Texas;

THENCE NORTH 84°30'51" EAST, along and with the South line of the said Canal, for a distance of 5095.88 feet to a 1" iron pipe found for corner, said iron pipe being located the old bank of the Neches River;

THENCE SOUTH 25°57'41" EAST, along and with the old bank of the Neches River, for a distance of 1148.77 feet to a point for corner (unable to find or set corner), said corner being the Northeast corner of that certain called 0.7526 acre tract of land as described in a "Special Warranty Deed" from Chevron U.S.A. Inc. to TX ENERGY, LLC as recorded in Clerk's File No. 2009011357, Official Public Records of

Real Property, Jefferson County, Texas, the same being the Northeast corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from TX ENERGY, LLC to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 89°55'27" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 644.65 feet to a 5/8" iron rod with a cap stamped "M.W. Whiteley & Associates" found for corner;

THENCE SOUTH 00°58'20" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 201.22 feet to a point for corner, and said corner being the Northeast corner of the said 192.5857 acre TX ENERGY, LLC tract and in the common line between the W.P.H. McFaddin Survey and the said Phelam Humphry League;

THENCE NORTH 89°08'02" WEST, for the boundary between the tract herein described and the remainder of the said 192.5857 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said W. P.H. McFaddin Survey, the said Pierre Lemane Survey and the said Jeff and James Chaison Survey, for a distance of 4571.06 feet to a point for corner (unable to find or set corner), said corner being an exterior ell corner of the remainder of the said 192.5857 acre TX ENERGY, LLC tract and also an exterior ell corner of the said Phelam Humphry League and an interior ell corner of the said Jeff and James Chaison Survey;

THENCE SOUTH 00°37'20" WEST, for the boundary between the tract herein described and the said 192.5857 acre T tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey for a distance of 550.66 feet to the POINT OF BEGINNING and containing 121.3652 ACRES, more or less.

TRACT V, Parcel A (Fee Simple)

BEING a 3.1638 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being a portion of the 208.38 acres of land conveyed by Stanolind Oil Purchasing Company to Texas Gulf Sulphur Company, Volume 1597, Page 324, Deed Records, Jefferson County, Texas, and also being all of that certain called 3.1656 acre tract of land, identified as Tract Five A, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 3.1638 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20 '08 " EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

BEGINNING at a "T" rail found for the most Westerly corner of the tract herein described, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County,

Texas, also being the most Northerly corner of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 45°28'30" EAST, along and with the Northwesterly line of the said Phelam Humphry League, for a distance of 672.47 feet to a 5/8" iron rod found for corner, said corner being in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 01°58'31" WEST, along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 161.21 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 23°40'34" WEST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 448.39 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 04°30'21" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 218.62 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly line of the said 300 foot strip and also being an exterior ell corner of the said 5.8766 acre TX ENERGY, LLC tract;

THENCE NORTH 44°20'52" WEST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the tract herein described and the said 5.8766 acre TX ENERGY, LLC tract, for a distance of 444.90 feet to the POINT OF BEGINNING and containing 3.1638 ACRES, more or less.

TRACT V, Parcel B (Fee Simple)

BEING a 171.2645 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 208.38 acres of land conveyed by Stanolind Oil Purchasing Company to Texas Gulf Sulphur Company, Volume 1597, Page 324, Deed Records, Jefferson County, Texas and being all of that certain called 203.2524 acre tract of land, identified as Tract Five B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, save and except that certain called 10.6679 acre tract of land as described in a "Special Warranty Deed" from Palmera Properties, Inc. to Martin Gas Sales, Inc. as recorded in Clerk's File No. 98-9814112, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, save and except a portion of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from TX ENERGY, LLC to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas said 171.2645 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

BEGINNING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an exterior ell corner of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 00°37'20" EAST, for the boundary between the tract herein described and the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey, for a distance of 550.66 feet to a point for corner (unable to find or set corner), said corner being an interior ell corner of the said 123.9004 acre TX ENERGY, LLC tract;

THENCE SOUTH 89°08'02" EAST, for the boundary between the tract herein described and the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey, the Pierre Lemane Survey, Abstract No. 163 and the W. P.BL McFaddin Survey, Abstract No. 689, Jefferson County, Texas, for a distance of 4571.06 feet to a point for corner, said corner being in the West line of the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract;

THENCE SOUTH 00°58'20" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 1004.19 feet to a 5/8" iron rod with a cap stamped "M. W. Whiteley & Associates", said corner being in the North line of the remainder of that certain called 461.42 acre tract, identified as TRACT A, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 89°01'40" WEST, for the boundary between the tract herein described and the remainder of the said 461.42 acre OilTanking Beaumont Partners, L.P. tract, passing at a distance of 1326.31 feet a found 3" aluminum pipe, passing at a distance of 1738.01 feet a 3" aluminum pipe and continuing for a total distance of 2202.70 feet to a 5/8" iron rod found for corner, said corner also being an exterior ell corner of the said 461.42 acre OilTanking Beaumont Partners, L.P. tract and the Northwest corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from OilTanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 45°25'18" WEST, continuing for the boundary between the tract herein described and the Northwesterly line of the said 24.6091 acre TX ENERGY, LLC tract, for a distance of 2730.75 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly line of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas and said corner also being in the Northeasterly line of that certain called 23.5668 acre tract, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 44°20'33" WEST, for the boundary between the tract herein described and the said 23.5668 acre TX ENERGY, LLC tract, for a distance of 1399.09 feet to a 5/8" iron rod found for corner, said corner being the most Northerly corner of the said 23.5668 acre TX ENERGY, LLC tract and also

being in the Easterly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 04°26'05" WEST, along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 313.59 feet to a 5/8" iron rod found for corner;

THENCE NORTH 23°40'23" EAST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 442.57 feet to a 5/8" iron rod found for corner;

THENCE NORTH 01°56'02" EAST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 285.61 feet to a 5/8" iron rod found for corner, said corner being in the Northwesterly line of the Phelam Humphry League;

THENCE NORTH 45°21'25" EAST, along and with the Northwesterly line of the Phelam Humphry League, for a distance of 566.11 feet to the POINT OF BEGINNING and containing 181.9324 acres, more or less save and except the above referenced 10.6679 acre Martin Gas Sales, Inc. thereby leaving a net acreage of 171.2645 acres, more or less.

TRACT VI, PARCEL A (Fee Simple)

BEING a 24.6091 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 461.42 acre tract of land, identified as tract A, as described in a "Special Warranty Deed" from BP Pipelines (North America) inc. to Oil Tanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from Oil Tanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas, said 24.6091 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 2007047460 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Westerly corner of the tract herein described, said corner also being the most Southerly corner of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and said corner also being in the Northeast line of that certain called 23.5668 acre tract of land, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 45°25'18" EAST, for the boundary between the tract herein described and the said 192.5857 acre TX ENERGY, LLC tract, for a distance of 2730.75 feet to a 5/8" iron rod found for corner, said corner being an interior ell corner of the said 192.5857 acre TX ENERGY, LLC tract and also being an exterior ell corner of the said 461.42 acre Oil Tanking Beaumont Partners, LP tract;

THENCE SOUTH 89°01'40" EAST, for the boundary between the tract herein described and the said

192.5857 acre TX ENERGY, LLC tract, for a distance of 394.38 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 45°25'18" WEST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 784.53 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 49°57'07" EAST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 118.98 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 45°25'18" WEST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 2235.32 feet to a 5/8" iron rod found for corner, said corner being in the Northeast line of said 23.5668 acre TX ENERGY, LLC tract;

THENCE NORTH 44°19'21" WEST, for the boundary between the tract herein described and the said 23.5668 acre TX ENERGY, LLC tract, for a distance of 400.00 feet to the POINT OF BEGINNING and containing 24.6091 ACRES, more or less.

TRACT VI, Parcel B (Easement Estate)

BEING a 0.3818 acre pipeline right-of-way and easement situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, being out of and part of that certain called 2.440 acre tract of land, also identified as TRACT D, Save and Except that certain called 0.332 acres lying within the Kansas City Southern railroad 100' wide strip, as described in a deed from Mamie McFaddin Ward Heritage Foundation, et al to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 20050069725 Official Public Records of Real Property of Jefferson County, Texas, and being out of and part of that certain called 6.4 acre tract of land, also identified as TRACT E, as described in a deed from Mamie McFaddin Ward Heritage Foundation, et al to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2005006972, Official Public Records of Real Property, Jefferson County, Texas, said 0.3818 acre pipeline right-of-way and easement being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 20070474160 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

COMMENCING at a 5/8" iron rod found for the most Southwesterly corner of that certain called 23.5668 acre tract of land, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas, said corner also being in the Northeast right-of-way line of Kansas City Southern Railroad (based on a width of 100 feet), and also said corner being an exterior ell corner of said OilTanking Beaumont Partners, L.P. Tract D;

THENCE NORTH 86°54'33" EAST, for the boundary between said TX ENERGY, LLC TRACT THREE B and the said OilTanking Beaumont Partners, L.P. TRACT D, for a distance of 85.00 feet to the most Westerly corner and the POINT OF BEGINNING of the tract therein described;

THENCE NORTH 86°54'33" EAST, continuing for the boundary between the said TX ENERGY, LLC TRACT THREE B and the said OilTanking Beaumont Partners, L.P. TRACT D, for a distance of 100.00 feet to a point for corner;

THENCE SOUTH 44°19'21" EAST, over and across the said OilTanking Beaumont Partners, L.P. TRACT D and TRACT E for a distance of 238.25 feet to a point for corner, said corner being in the most

Westerly North line of that certain called 46.796 acre tract of land, also identified as TRACT ONE, as described in a deed from E. I. DU PONT DE NEMOURS AND COMPANY to EASTMAN CHEMICAL COMPANY as recorded in Clerk's File No. 2007038287, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 81°14'31" WEST, for the boundary between the said OilTanking Beaumont Partners, L.P. TRACT E and the said Eastman Chemical Company 46.796 acre tract for a distance of 125.20 feet;

THENCE NORTH 44°19'21" WEST, over and across the said OilTanking Beaumont Partners, L.P. TRACT E and TRACT D for a distance of 204.06 feet to the POINT OF BEGINNING and containing 0.3818 ACRES, more or less.

TRACT VI, Parcel C (Easement Estate)

BEING a 1.2396 acre road easement situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 27.18 acre tract of land, identified as Tract B, as described in a "Special Warranty Deed" form BP Pipelines (North America) Inc. to Oil Tanking Beaumont Partners, L.P, as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas, said 1.2396 acre road easement being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 2007047460 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

COMMENCING at a 2" iron pipe found for the North corner of said OilTanking Beaumont Partners, L.P. tract, said corner being the most Easterly corner of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX Energy, LLC. as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas, said corner also being in the Southwesterly right-of-way line of Kansas City Southern Railroad (bases on a width of 100 feet);

THENCE SOUTH 44°18'38" EAST, along and with the said Southwesterly right-of-way line of Kansas City Southern Railroad for a distance of 429.22 feet to a point for the most Northerly corner and the POINT OF BEGINNING of the tract herein described;

THENCE SOUTH 44°18'38" EAST, continuing along and with the said Southwesterly right-of-way line of Kansas City Southern Railroad for a distance of 50.00 feet to point for corner;

THENCE SOUTH 45°27'11" WEST, over and across the said 27.18 acres OilTanking Beaumont Partners, L.P. tract for a distance of 1071.13 feet to a point for corner, said corner being in the Northeasterly right-of-way line of State Highway 347;

THENCE NORTH 63°42'49" WEST, along and with the Northeasterly right-of-way line of the said State Highway 347 for a distance of 52.93 feet to a point for corner;

THENCE NORTH 45°27'11" EAST, over and across the said 27.18 acres OilTanking Beaumont Partners, L.P. tract for a distance of 1088.71 feet to the POINT OF BEGINNING and containing 1.2396 ACRES, more or less.

TRACT VII, Parcel A (Fee Simple)

BEING 46.8010 Acres of land described and being out of and a part of those certain tracts deed to E. I. du Font de Nemours and Company more fully described as 3.224 acres described as McFaddin Access Strip No. 1, 3.189 acres described as Weiss Access Strip, 124.708 acres recorded in Volume 845, Page 63, 23.70 acres recorded in Volume 1865, Page 58, 10.270 acres recorded in Volume 1865, Page 68, 23.70 acres described as Tract "A" recorded in Volume 1865, Page 120 and 10.270 acres recorded in Volume 1865, Page 128 of the Deed Records of Jefferson County, Texas. Said 46.796 acres of land also being a part of the DuPont-Beaumont Industrial Site No. 1 Subdivision recorded in Volume 15, Page 4 of the Map Records and part of the DuPont-Beaumont Works Industrial park Subdivision recorded in Clerk's File No. 2006048240 and being Lot 4 of the Replat of DuPont-Beaumont Industrial Site No. 1 in Clerk's File No. 2007037934 of the said Jefferson County and being situated in the Pelham Humphries League, Abstract No. 32, and the J. S. Johnston Survey, Abstract No. 34, Jefferson County, Texas.

TRACT VII, PARCEL B (Easement Estate) – Beaumont-Dupont:

Non-exclusive easement estate as conveyed, assigned and/or set forth in (i) that certain deed executed by E. I. du Font de Nemours and Company in favor of Eastman Chemical Company, dated September 26, 2007, filed September 28, 2007, under County Clerk's File No. 2007038287, Official Public Records of Real Property of Jefferson County, Texas and (ii) that certain Declaration of Easements and Covenants executed by E. I. du Font de Nemours and Company as recorded under Film Code No. 104-01-0533, Real Property Records, Jefferson County, Texas.

TRACT VIII (Fee Simple) - DELETED**TRACT IX (Fee Simple)**

BEING a 20.0281 acre or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being all of that certain called 20.03 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck to The Phillip A. Roebuck Family Partnership, Ltd. as recorded in Clerk's File No. 97-9731390, Official Public Records of Real Property, Jefferson County, Texas, the same being all of that certain called 20.03 acre tract of land as described in a "Special Warranty Deed" from Suzanne R. Roebuck to The Phillip A. Roebuck Family Partnership, Ltd. as recorded in Clerk's File No. 97-9731389, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX ENERGY, LLC as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas said 20.0281 acre tract being more particularly described as follows:

NOTE: All bearing are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L. P., as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST

BEGINNING at a 2" iron pipe found for the most Easterly corner of the tract herein described, said corner also being the most Northerly corner of the remainder of that certain called 27.18 acre tract of land, identified as TRACT B, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to OilTanking Beaumont Partners, L,P, as recorded in Clerk's File No. 2001014848, Official Public

Records of Real Property, Jefferson County, Texas and in the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 47°02'52" WEST, for the boundary between the tract herein described and the remainder of the said 27.18 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 1188.10 feet to a small nail in concrete at the base of a fence post found for corner, said corner being the most Westerly corner of the remainder of the said 27.18 acre OilTanking Beaumont Partners, L.P. tract and in the Northeasterly right-of-way line of State Highway No. 347;

THENCE NORTH 48°06'40" WEST, along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 248.11 feet to a Texas Department of Transportation concrete monument found for corner, said corner also being the beginning of a curve to the right having a radius of 3685.93 feet and being subtended by a chord bearing NORTH 44°16'27" WEST having a chord length of 477.60 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 477.94 feet to a 1/2" iron rod found for corner, said corner being the most Southerly corner of that certain called 21.1268 acre tract, identified as TRACT TWO, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 47°05'45" EAST, for the boundary between the tract herein described and the said 21.1268 acre TX ENERGY, LLC tract for a distance of 1203.93 feet to a 5/8" iron rod found for corner, said corner being the most Easterly corner of the said 21.1268 acre TX ENERGY, LLC tract and in the Westerly right-of-way line of the Kansas City Southern Railroad;

THENCE SOUTH 44°20'18" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 723.78 feet to the POINT OF BEGINNING and containing 20.0281 ACRES, more or less.

TRACT X Parcel A (Fee Simple)

Lot One (1) of the du PONT-BEAUMONT INDUSTRIAL SITES SUBDIVISION: BEING a 12.8175 acre tract of land in the Pelham Humphries League in Jefferson County, Texas, and also being out of a 124 acre tract conveyed by Wesley W. Kyle, et al to E. I. du Pont de Nemours and Company by deed dated December 14, 1951 and being recorded in Volume 845, Page 33, Deed Records of Jefferson County, Texas, and said 12.8175 acre tract being sometimes also known as Lot No. 1 of the DuPont-Beaumont Industrial Sites Subdivision that was recorded on November 19, 1991, in Volume 15, Page 4 of the Map Records of Jefferson County, Texas.

TRACT X Parcel B (Fee Simple)

Lot Two (2) of the du PONT-BEAUMONT INDUSTRIAL SITES SUBDIVISION: BEING a 13.5247 acre tract of land in the Pelham Humphries League in Jefferson County, Texas, and also being out of a 124 acre tract conveyed by Wesley W. Kyle, et al to E. I. du Pont de Nemours and Company by deed dated December 14, 1951 and being recorded in Volume 845, Page 33, Deed Records of Jefferson County, Texas, and said 13.5237 acre tract being sometimes also known as Lot No. 2 of the DuPont-Beaumont Industrial Sites Subdivision that was recorded on November 19, 1991, in Volume 15, Page 4 of the Map Records of Jefferson County, Texas.

TRACT X Parcel C (Easement Estate)

Non-exclusive easement estate as conveyed, assigned and/or set forth in (i) that certain deed executed by E. I. du Pont de Nemours and Company in favor of Eastman Chemical Company, dated September 26, 2007, filed September 28, 2007, under County Clerk's File No. 2007038287, Official Public Records of Real Property of Jefferson County, Texas and (ii) that certain Declaration of Easements and Covenants executed by E. I. du Pont de Nemours and Company as recorded under Film Code No. 104-01-0533, Real Property Records, Jefferson County, Texas.

COMMISSIONERS' COURT

AGENDA

December 2, 2013

Conduct a public hearing as required by Sec. 312.201(d), Texas Tax Code, regarding the designation of the Project Weldon Reinvestment Zone and possibly approve an order designating this reinvestment zone.

STATE OF TEXAS § IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312. 401 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ____ day of _____, 2013 on motion made by _____, Commissioner of Precinct No ____ , and seconded by _____, Commissioner of Precinct No ____, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area. The City of Beaumont has waived their right to consider an abatement or create a reinvestment zone for this project and,

WHEREAS, it is in the best interest of the County to designate the Project Weldon property within Beaumont, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property as the Project Weldon Reinvestment Zone at 5780 Hagner Rd., Beaumont, TX 77705 (mailing purposes only), Jefferson County, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2 That the Commissioners Court find that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4 That the Commissioners Court held a public hearing to consider this Order on the ____ day of December, 2013.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- 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 _____ day of _____, 2013.

JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

Surveyor's Field Note Description:

BEING a 7.000 acre (304,920.00 square feet) tract of land out of and a part of that certain Crenshaw Corporation tract of land, more fully described and recorded in Volume 1694, Page 135 of the Deed Records of Jefferson County, Texas and being out of and a part of Blocks 113 and 114 of the Gladys City Oil and Gas Manufacturing Subdivision recorded in Volume 1, Page 55 of the Map Records of said Jefferson County. Said 7.000 acre (304,920.00 square feet) tract of land being situated in the John A. Veatch League, Abstract No. 55, Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the South corner of said Crenshaw tract, same being the West corner of that certain XL Systems, Inc. called 9.598 acre tract of land, more fully described as Tract B recorded in Clerk's File No. 9433636 of the Official Public Records of said Jefferson County and being in the Northeast right-of-way line of Gorman Road (80 feet wide public right-of-way);

THENCE North 27 deg. 40 min. 00 sec. West along and with the Southwest line of said Crenshaw tract, same being the Northeast right-of-way line of said Gorman Road, a distance of 712.25 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner, from which a concrete monument found at the West corner of said Crenshaw tract and Block 115, same being the South corner of said Block 116 and that certain Billy Van Nguyen and Nancy Thi Nguyen called 1.166 acre tract of land, more fully described in Clerk's File No. 2000047535 of said Official Public Records, bears North 27 deg. 40 min. 00 sec. West a distance of 596.67 feet;

THENCE North 62 deg. 42 min. 44 sec. East a distance of 391.69 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner;

THENCE South 27 deg. 38 min. 15 sec. East a distance of 355.25 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner;

THENCE North 64 deg. 36 min. 57 sec. East a distance of 72.85 feet to a point for an ell corner of said Crenshaw tract, same being the West corner of that certain S. E. Ford and wife, Marcia Ford tract of land, more fully described and recorded in Volume 1699, Page 441 of said Deed Records, from which a 3/4 inch iron rod found bears North 18 deg. 47 min. 35 sec. East a distance of 0.17 feet;

THENCE South 27 deg. 47 min. 41 sec. East along and with the most Southerly Northeast line of said Crenshaw tract, same being the Southwest line of said Ford tract and that certain Virgil Edward Werner and wife, Mary Werner tract of land, more fully described and recorded in Volume 1332, Page 437 of said Deed Records, a distance of 354.59 feet to a 1/2 inch iron rod found at the most Southerly East corner of said Crenshaw tract, same being the North corner of said 9.598 acre tract;

THENCE South 62 deg. 42 min. 44 sec. West along and with the most Southerly Southeast line of said Crenshaw tract, same being the Northwest line of said 9.598 acre tract, a distance of 465.10 feet to the **PLACE OF BEGINNING**, containing 7.000 acres (304,920.00 square feet) of land, more or less.

AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County (County)**, and **Tim Richardson ("Consultant")**. This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental Infrastructure Improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Identify key people at BP who need to be educated about the restoration benefits available to Restore the Gulf by working the County and communicate with them; make introductions for County officials and participate in meetings with these contacts;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin September 10, 2013 and expire on September 10, 2014 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend

beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in its or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the County shall pay Consultant \$126,000 annually at \$10,500 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, Jefferson County; jbranick@co.jefferson.tx.us ; office: 409-835-8466.

Tim Richardson, consultant, tlrs@rcn.com; office: 301-770-6496; mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

- a) If to the County, to:

Honorable Jeff Branick
Jefferson County
County Court House

1149 Pearl Street
 Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson
 6707 Old Stage Road
 Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and

Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an Instrument in writing signed by both parties.

XVI. EQUAL OPPORTUNITY

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

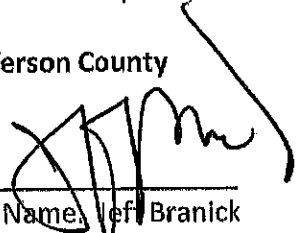
C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war,

acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

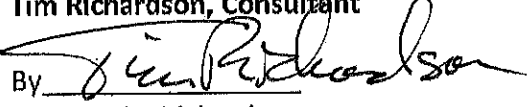
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By 
Name: Jeff Branick
Title: Judge
EIN _____

Date 11-18-2013

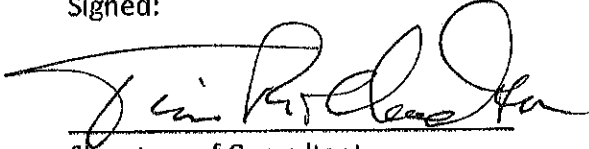
Tim Richardson, Consultant

By 
Name: Tim Richardson
EIN 370-60-3504

Date 11/21/13

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the Issues/services that I provide for other clients and the County.

Signed:


Signature of Consultant

11/21/13
Date

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE COUNTY OF JEFFERSON
CONTRACT NO. 713250
FOR
THE COMMUNITY DEVELOPMENT FUND**

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the County of Jefferson (herein referred to as the "Contractor"). The Department and the Contractor are collectively referred to hereinafter as the "Parties." The Parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on November 12, 2013, and shall terminate on November 11, 2015, unless otherwise specifically provided by the terms of this contract.

SECTION 3. PURPOSE

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act."

The Contractor has submitted, and the Department has approved, Contractor's 2013-2014 application (herein referred to as the "Application") which will undertake community development activities (herein referred to as the "Project") and which is incorporated as part of this contract.

SECTION 4. CONTRACTOR PERFORMANCE

A. The Contractor shall conduct the Project in a non-entitlement area in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, the Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. The Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); the Budget, (Exhibit B); the Project Implementation Schedule (Exhibit C); the Special Conditions (Exhibit D); the Applicable Laws and Regulations (Exhibit E); the Certifications (Exhibit F); the assurances, certifications, and all other statements made by the Contractor in the Application; and with all other terms, provisions, and requirements set forth in this contract.

B. The Contractor shall ensure that the persons to benefit from the activities described in the Performance Statement are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to the Department. If the persons to benefit from the activities described in the Performance Statement are not receiving the service or a benefit, the Contractor is liable to repay to the Department any associated disallowed costs within the timeframe specified by the Department.

C. The Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require the Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

SECTION 5. DEPARTMENT OBLIGATIONS

A. Payment for Allowable Costs

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by the Contractor during the contract period for performances rendered under this contract, subject to the limitations set forth in this Section.

1. It is expressly understood and agreed by the Parties that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify the Contractor in writing within a reasonable time after such fact is determined. The Department shall terminate this contract and will not be liable for failure to make payments to the Contractor under this contract.
2. The Department shall not be liable to the Contractor for any costs incurred by the Contractor, or any portion thereof, which has been paid to the Contractor or is subject to payment to the Contractor, or has been reimbursed to the Contractor or is subject to reimbursement to the Contractor by any source other than the Department or the Contractor.
3. The Department shall not be liable to the Contractor for any costs incurred by the Contractor which are not allowable costs, as set forth in Section 7.A of this contract.
4. The Department shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this contract.
5. The Department shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by the Contractor prior to this contract's execution date, if prior to the award the Contractor requested and received written approval from the Department, and the Contractor complied with all requirements for the release of such funds.
6. The Department shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this contract which have not been submitted to the Department by the Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of the Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments

The Contractor shall refund to the Department any sum of money which has been paid to the Contractor by the Department which the Department determines has resulted in overpayment to the Contractor, or which the Department determines has not been spent by the Contractor in accordance with the terms of this contract. Such refund shall be made by the Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability

Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Seventy-five Thousand and No/100 Dollars (\$275,000).

SECTION 6. GENERAL CONDITIONS

A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development [HUD] regulations concerning CDBG), in particular Subparts I - K. The Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract, including those specified in the Applicable Laws and Regulations attached to this contract. The Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

C. Indemnification

The Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.
2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.
3. Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the size and formatting requirements set forth in the TxCDBG Project Implementation Manual.
4. Project Sign Wording: "This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract or as otherwise provided in the TxCDBG Project Implementation Manual. Such amendments shall not invalidate this contract, nor relieve or release the Department or the Contractor from its obligations under this contract.
2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.
3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when

major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.

4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by the Contractor; and the 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 of this contract by both parties, it is agreed by the parties that the performances under this contract are amended by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto and may further be amended in the following manner: The Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. 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 contract and shall be binding upon the Contractor, 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 contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of the amendments or policy directives.

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

F. Remedies for Noncompliance

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if the Contractor materially fails to comply with any term of this contract, including but not limited to:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of the Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;
- (3) Failure to complete activities in accordance with the Project Implementation Schedule;
- (4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;
- (5) Submission by the Contractor to the Department reports that are incorrect or incomplete in any material respect; or
- (6) Misuse or improper use of funds provided under this contract.

b. Knowingly providing false or misleading information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of the Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by the Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to the Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, the Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by the Contractor. The Department may withhold payments to the Contractor until such time as the exact amount of damages due to the Department from the Contractor is agreed upon or is otherwise determined.

2. If the Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department, until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to the Contractor under this contract;
- b. Temporarily withhold cash payments pending correction of the deficiency by the Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the following table:

<u>Violation</u>	<u>Amount of Reduction</u>
▪ Acquisition	10%
▪ Environmental Clearance	15%
▪ Equal Employment Opportunity/Fair Housing	10%
▪ Labor Standards	15%
▪ Inaccurate or incomplete reporting	10%
○ Progress Reports	
○ Project Completion Report	
○ "Section 3" Reports	

4. Withholding of Payments. In addition to the limitations on liability otherwise specified in this contract, if the Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Contractor. If the Department withholds such payments, it shall notify the Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the

Department until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

5. Ineligibility Period

a. Delinquent audit. If the Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, the Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires the Contractor to repay funds to the Department as a result of the Contractor's noncompliance with contractual or TxCDBG program requirements and the Contractor fails to repay the funds by such date as specified by the Department, the Contractor shall be ineligible to receive any future TxCDBG grant funding until the Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give the Contractor an opportunity to cure a breach of contract as follows:

- a. Department shall provide written notice to the Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice.
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate the contract or take other remedial action that may be legally available.

SECTION 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Requirements. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with the requirements of 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as supplemented by the rules promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS").

2. Accounting Standards. The Contractor agrees to comply with 24 CFR 85.20-26 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

3. Cost Principles. The Contractor shall comply with the requirements and standards of Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with OMB Circular A-87, as supplemented by UGCMS and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 and 570.506 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records as required by 24 CFR 570.502;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. The Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an office or agency of the State of Texas, and the Department, or any of their duly authorized representatives, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate their review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). The Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the audit requirements will constitute a violation of this contract and will result in the Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6.F.5 of this contract.

c. The Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. The Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by the Contractor from funds which were not provided or otherwise made available to the Contractor under this contract.

3. Records Retention. The Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained by 24 CFR 570.490 and 570.506, 24 CFR 85.42, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); or (ii) other record retention obligations specific to the Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in Section 7.B.3(i) until audit issues are resolved to the Department's satisfaction, the requirements of 24 CFR 570.487 and 570.488 are met, or the requirements of other applicable law or regulations are met. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. The Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. The Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. The Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days

after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that the Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, the Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by the Contractor shall comply with the requirements set forth at 24 CFR 570.489(e) and 570.504. By way of further limitations, the Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. The Contractor shall provide reports of program income to the Department with each payment request form submitted by the Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay to Contractor based upon information submitted by the Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to the Contractor for any costs incurred by the Contractor under this contract until the Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. The Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor must submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, within nine (9) months of the contract start date and every nine (9) months thereafter. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the Parties that payments under this contract are contingent upon the Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. The Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. The Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (31 U.S.C. § 6101), as well as the reporting and submission requirements of HUD as prescribed by the Department.

The Contractor is required to immediately report to the Department any incident of misapplication of TxCDBG funds, or other instances of fraud affecting TxCDBG funds or related projects, associated with this contract.

D. Procurement

Unless specified otherwise within this contract, the Contractor shall procure all materials, property, or services in accordance with: (1) current Department policy concerning procurements, (2) the requirements of 24 CFR Part 85, as modified by 24 CFR 570.502(a), (3) OMB Circular A-87, and (4) Chapter 252 or 262 of the Texas Local Government Code, as applicable. The Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, the Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this contract shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.489(j), 570.502, 570.503(b)(7), and 570.504, as applicable, which include but are not limited to the following:

1. The Contractor shall transfer to the Department any TxCDBG funds on hand and any accounts receivable attributable to the use of funds under this contract at the time of expiration, cancellation, or termination.
2. Real property under the Contractor's control that was acquired or improved, in whole or in part, with funds under this contract in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this contract. If the Contractor fails to use TxCDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Contractor shall pay the Department an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-TxCDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Department. The Contractor may retain real property acquired or improved under this contract after the expiration of the five-year period.

SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of the Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of the Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of the Contractor's performances under this contract. After each monitoring visit, the Department shall provide the Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in the Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Contractor. Failure by the Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6.F of this contract, or the Department may withhold other pending grant awards.

B. If the contract ends without any project beneficiaries resulting from the use of contract funds, the Contractor shall reimburse to the Department all contract funds disbursed to the Contractor, including but not limited to funds disbursed for administration and engineering services. The Contractor shall be required to repay the funds within the timeframe specified by the Department after the receipt of notice by the Department that funds must be repaid.

SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, the Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. The Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after the Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. The Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the Contractor's subcontractor(s).

B. Selection Process

1. The Contractor shall undertake to insure that all subcontracts let in the performance of this contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.
2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, shall be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.
3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. The Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by the Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of the Contractor's or subcontractor's performance. The Department maintains the right to insist upon the Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.

F. Bonding. The Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 24 CFR 85.36.

G. The Contractor shall maintain a retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by the Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 10. LEGAL AUTHORITY

A. The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services the Contractor has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of the Contractor, or representing themselves as signing and executing this contract on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this contract on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances, and provisions set forth.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract or to render performances. The Contractor is liable to the Department for any money it has received from the Department for performance of the provisions of this contract, if the Department has suspended or terminated this contract for reasons enumerated in this Section.

SECTION 11. LITIGATION AND CLAIMS

The Contractor shall give the Department immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of any subcontract; and 2) any claim against the Contractor, the cost and expense of which the Contractor may be entitled to be reimbursed by

the Department. Except as otherwise directed by the Department, the Contractor shall furnish immediately to the Department copies of all pertinent papers received by the Contractor with respect to such action or claim. The Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 12. AUDIT

A. Notwithstanding the requirements in subsection B of this Section, the Contractor shall submit within 60 days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The Contractor shall submit an ACF to the Department annually as long as the Contractor has an open contract with the Department. The ACF or statement must include information indicating whether the Contractor has or has not met the \$500,000 expenditure threshold that will require a Single Audit Report. If the Contractor did not exceed the threshold, the Contractor shall include with the ACF or statement a list of all open Federal or State contracts providing financial assistance and the corresponding activity (including all contracts with the Department and other funding agencies). Failure by the Contractor to submit a complete ACF or a similar statement as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

B. If Contractor expends \$500,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, the Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and revised OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations.” The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

C. If the Contractor has a single audit performed, the Contractor shall submit to the Department:

- One (1) copy of the Single Audit Report;
- One (1) copy of the Department’s Single Audit Report Submission Check List (See Audit Certification Form packet for check list); and
- One (1) copy of the CPA’s Management Letter (if issued by CPA firm to Contractor), and Management’s response to the Department.

The Contractor shall submit the audit package to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the Contractor’s audit period (i.e., after the Contractor’s fiscal year end). The Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit. Audits performed under subsection A of this Section are subject to review and resolution by the Department or its authorized representative. The Contractor shall ensure the Audit Report submitted includes, either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone number, fax number, and e-mail address. The Contractor shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to the Contractor by its CPA firm. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. The Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7.B.2 as the Department may require of the Contractor. The Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by the Contractor under this contract until the Department has received a copy of any audit report required by this Section.

SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. As evidenced by the execution of this contract, the Contractor understands and agrees that the Contractor 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 that further the purposes of NEPA, as specified in 24 CFR 58.5. The Contractor 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 contract. The Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, the Contractor must comply with the requirements specified in 24 CFR 58.6.

The Contractor shall be responsible for ensuring compliance with all applicable requirements has been achieved; for issuing the public notification; for submitting the request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

B. Limitations on Activities Pending Clearance

1. Neither the Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG 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 the Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized the use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until the Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but the Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). The Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. The Contractor shall also comply with application requirements under 24 CFR 58.6.

C. In accordance with 24 CFR 58.77(b), the Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

A. The Contractor 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 contract are used, in accordance with 24 CFR 570.486 and this contract.

B. The Contractor 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 Performance Statement.

C. Prior to the programmatic closure of this contract, the Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by the Contractor under this Section, the Contractor shall comply with the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in English and Spanish, if appropriate. The Department shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, the Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for persons with special needs.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, the Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. The Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. The Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. The Contractor 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.

SECTION 15. DEBARMENT

A. By signing this contract, the Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Further, the Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

B. By signing this contract, the Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.

The Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) as amended; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*) as amended by the Fair Housing Amendments Act of 1988; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; 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.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination

Act of 1975(42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259.

2. Nondiscrimination. The Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, in employment and contracting opportunities.

3. Subcontract Provisions. The Contractor shall include the provisions of this Subsection 16.A, Civil Rights, in every subcontract or purchase order, specifically or by reference.

B. Employment Restrictions

1. Prohibited Activity. The Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.

2. Labor Standards

a. The Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

b. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

c. The Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

(2) The Contractor shall comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by the execution of this contract, the Contractor certifies that no contractual or other impediment exists that would prevent it from complying with the part 135 regulations.

(3) The Contractor shall ensure that opportunities for training, employment (including management and administrative jobs), contracting and other economic opportunities arising in connection with the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction which includes buildings or improvements

(regardless of ownership), assisted in whole or in part with TxCDBG funds shall, to the greatest extent feasible, be given to low- and very low-income persons residing within the area in which the TxCDBG-funded project is located, and to low- and very low-income participants in other HUD programs.

(4) The Contractor agrees to award contracts for work undertaken in connection with this contract to businesses that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

(5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

b. Notifications. The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

c. Subcontracts. The Contractor agrees to include this section 3 clause in all solicitations and subcontracts in excess of \$100,000 executed under this contract, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any entity where it has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

C. Conflict of Interest. The Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, and 24 CFR 85.36, 570.489(h), and 570.611, which include but are not limited to the following:

1. The Contractor 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 supported by TxCDBG funds.
2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial

interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. The Contractor shall include these conflict of interest provisions in all subcontracts.

D. Lobbying

No funds provided under this contract shall be used to pay any person for communicating with a member of the legislative branch of state government (which includes a member-elect, a candidate for, or an officer or employee of the legislature or a legislative committee), a member of the executive branch of state government (which includes an officer, an officer-elect, a candidate for, or an employee of any state agency, department, or office in the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress for the purpose of influencing or attempting to influence legislation or administrative action.

E. Religious Activities and Faith-Based Organizations

1. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this contract. The Contractor shall not discriminate against an organization on the basis of the organization's religious character or affiliation. The Contractor shall comply with the regulations promulgated by HUD on faith-based activities at 24 CFR 570.200(j).

2. The Contractor agrees that funds provided under this contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Funds made available under this contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this contract.

SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

The Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud, the Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 19. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract 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 the Contractor 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 20. ORAL AND WRITTEN AGREEMENTS

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

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by the Contractor in accordance with Section 4 of this contract:

- 1. Exhibit A, Performance Statement, 1 Page
- 2. Exhibit B, Budget, 1 Page
- 3. Exhibit C, Project Implementation Schedule, 1 Page
- 4. Exhibit D, Special Conditions, 2 Pages
- 5. Exhibit E, Applicable Laws and Regulations, 2 Pages
- 6. Exhibit F, Certifications, 2 Pages

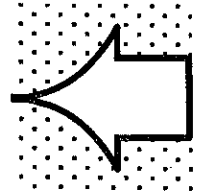
SECTION 21. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:

 Jeff Branick, County Judge
 County of Jefferson

 Date



**SIGN
 HERE**

Approved and accepted on behalf of the Texas Department of Agriculture.

 Drew DeBerry, Deputy Commissioner
 Texas Department of Agriculture

 Date

EXHIBIT A

PERFORMANCE STATEMENT

COUNTY OF JEFFERSON

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

Residents in the unincorporated community of Cheek, located in Jefferson County, do not have access to public sewer service and rely upon failing septic systems, resulting in a threat to public health.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting low- and moderate-income persons with at least 51% of the beneficiaries qualifying as low- to moderate-income.

ACTIVITIES

Sewer Improvements Contractor shall provide first-time sewer access to residents in the unincorporated community of Cheek. Contractor shall install approximately eight thousand three hundred linear feet (8,300 l.f.) of six-inch (6") force main, approximately two hundred forty linear feet (240 l.f.) of bore, twelve (12) grinder pumps, valves, pavement and driveway repair, and all associated appurtenances. Residents will be served by the West Jefferson County Municipal Water District. Constructions shall take place on Boyt Road, from Landry Road to Mack Road.

These activities shall benefit thirty-nine (39) persons, of which twenty-one (21) persons or fifty-four percent (54%) are of low- to moderate-income.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

EXHIBIT B**BUDGET****COUNTY OF JEFFERSON**

<u>Project Activities</u>		<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_S	Sewer Improvements - Total	\$245,000	\$20,000	\$265,000
	Sewer Improvements-Construction	\$209,000	\$20,000 ¹	\$229,000
	Sewer Improvements-Engineering	\$36,000	\$0	\$36,000
21A	General Program Administration - Total	\$30,000	\$7,500 ¹	\$37,500
TOTALS		\$275,000	\$27,500	\$302,500

Source of Other Funds:

1 – Jefferson County, In-kind

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE
COUNTY OF JEFFERSON

CONTRACT START DATE
November 12, 2013

CONTRACT END DATE
November 11, 2015

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	1/12/2014
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	3/12/2014
Plans and Specifications Completed	Month 6	5/12/2014
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	5/12/2014
Environmental Review Completed	Month 6	5/12/2014
Clearance of Pre-Construction Special Conditions	Month 8	7/12/2014
Wage Rate 10-Day Confirmation	Month 8	7/12/2014
Construction Contract Awarded & Executed	Month 9	8/12/2014
Construction - 50% TxCDBG project complete	Month 14	1/12/2015
Construction - 75% TxCDBG project complete	Month 17	4/12/2015
Construction - 90% TxCDBG project complete	Month 19	6/12/2015
Construction & Final Inspections Completed	Month 20	7/12/2015
End Date of Contract	Month 24	11/11/2015
Close-out documents submitted to Department (60 days after End Date)	Month 26	1/10/2016

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D

COMMUNITY DEVELOPMENT FUND

SPECIAL CONDITIONS

COUNTY OF JEFFERSON

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to the Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the commencement date. In accordance with Section 6.F of the contract, the Department shall terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Other documentation required by the Department as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

B. Other Special Conditions

1. Project Mapping/Design Information and Copyright

a. The Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. 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, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Contractor. 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 the Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. The Contractor 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, on a CD or other media in a file format determined by the Department. If requested by the Department, the Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show the Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by the Contractor under this contract are involved.

EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with the HCD Act; the OMB Circulars and federal regulations specified in this contract; Cash Management Improvement Act regulations (31 CFR Part 205); and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B.

II. ENVIRONMENTAL LAW AND AUTHORITIES

A. The Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508

B. Historic Properties

1. The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2)
2. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921)
3. Federal historic preservation regulations as follows: 36 CFR part 800 with respect to HUD programs
4. The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1)

C. Floodplain management and wetland protection

1. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and Part 58, see §55.10 of this subtitle A)
2. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961)

D. Coastal Zone Management. The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d))

E. Sole source aquifers

1. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300f *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e))
2. Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149)

F. Endangered species. The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

G. Wild and scenic rivers. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

H. Air quality

1. The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d))
2. Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93)

I. Farmland protection

1. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202)
2. Farmland Protection Policy (Department of Agriculture-7 CFR part 658)

J. HUD environmental standards

1. Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51) other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3)
2. It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.
3. The environmental review of multifamily housing with five or more dwelling units (including leasing), or non-residential property, must include the evaluation of previous uses of the site or other evidence of contamination on or near the site, to ensure that the occupants of proposed sites are not adversely affected by any of the hazards listed in paragraph (i)(2)(i) of this section.
4. Particular attention should be given to any proposed site on or in the general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained, hazardous wastes.

- K. Environmental justice. Executive Order 12898 of February 11, 1994 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629).

III. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 *et seq.*), 24 CFR Part 42, and 24 CFR Section 570.606.

EXHIBIT F
CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE COUNTY OF JEFFERSON, THAT;

(1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;

(2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 1981 et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. SEC 3601 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY THE DEPARTMENT;

(3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY THE DEPARTMENT;

(4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH 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 RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

(5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TxCDBG FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY THE DEPARTMENT.

(6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT 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 DEMONSTRATION WITHIN ITS JURISDICTION.

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

COUNTY OF JEFFERSON

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON 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 IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

RE SEAL

RE NAME AND ADDRESS

Exemption Determination for Activities Listed at 24 CFR §58.34

Grant Recipient: _____ Project Name: _____
 Project Description (Include all actions which are either geographically or functionally related): _____

Location: _____
 Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI
Other

Estimated Funding Amount: _____ Grant Number: _____

I have reviewed and determined that the abovementioned project is Exempt per 24 CFR §58.34 as follows:

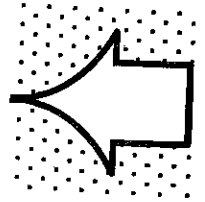
<input type="checkbox"/>	58.34(a)(1). Environmental & other studies, resource identification & the development of plans & strategies;
<input type="checkbox"/>	58.34(a)(2) Information and financial services;
<input checked="" type="checkbox"/>	58.34(a) (3) Administrative and management activities;
<input type="checkbox"/>	58.34(a) (4) Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
<input type="checkbox"/>	58.34(a) (5) Inspections and testing of properties for hazards or defects;
<input type="checkbox"/>	58.34(a) (6) Purchase of insurance;
<input type="checkbox"/>	58.34(a) (7) Purchase of tools;
<input checked="" type="checkbox"/>	58.34 (a) (8) Engineering or design costs;
<input type="checkbox"/>	58.34(a) (9) Technical assistance and training;
<input type="checkbox"/>	58.34(a) (10) Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
<input type="checkbox"/>	58.34(a) (11) Payment of principal and interest on loans made or obligations guaranteed by HUD;
<input type="checkbox"/>	58.34(a) (12) Any of the categorical exclusions listed in §58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in §58.5. [Does not apply to EA or EIS level of review]

The responsible entity must also complete and attach the **58.6 Compliance Checklist**. By signing below the Responsible Entity officially determines in writing that all activities covered by this determination are Exempt and meets the conditions specified for such exemption under section 24 CFR §58.34. This document must be maintained in the ERR.

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

 Authorize Responsible Entity Signature Date

 Authorized Responsible Entity Name (printed) Title (printed)



RE SEAL

RE NAME AND ADDRESS

Compliance Checklist for 24 CFR §58.6, Other Requirements

Complete for all projects, including Exempt (§58.34), Categorically Excluded Subject to §58.5 [§58.35(a)], Categorically Excluded Not Subject to §58.5 [§58.35(b)], and Projects Requiring Environmental Assessments (§58.36)

Project Name: _____

ERR FILE # _____

1. §58.6(a) and (b) Flood Disaster Protection Act of 1973, as amended; National Flood Insurance Reform Act of 1994

- a. Does the project involve new construction, major rehabilitation, minor rehabilitation, improvements, acquisition, management, new loans, loan refinancing or mortgage insurance?

Yes No

If No, compliance with this section is complete.

If Yes, continue.

- b. Is the project located in a FEMA identified Special Flood Hazard Area?

Yes No

If No, compliance with this section is complete.

If Yes, continue.

- c. Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

Yes No

If Yes, Flood Insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

If No, Federal assistance may not be used in the Special Flood Hazards Area.

Cite and attach source documentation: (Documentation should include a FEMA Flood Map showing project location in reference to flood zone designation. If flood map is not available, use best available information.)

For additional information see:

FEMA Map Service Center: <http://www.store.msc.fema.gov>

NFIP Community Status Book: www.fema.gov/fema/csb.shtm

2. §58.6(c) Coastal Barrier Improvement Act, as amended by the Coastal Barriers Improvement Act of 1990 (16 U.S.C. 3501)

- a. Does the project involve new construction, conversion of land uses, major rehabilitation of existing structure, or acquisition of undeveloped land?

Yes No

If No, compliance with this section is complete.

If Yes, continue below.

- b. Is the project located in a coastal barrier resource area?

Yes No

If No, compliance with this section is complete.

If Yes, Federal assistance may not be used in such an area.

Cite and attach source documentation: (Documentation should include map (e.g. Google Earth) noting project distance from Coastal Barrier Resources.)

For more information see:

CBRS maps on US FWS and FEMA websites: <http://www.FWS.gov/CBRA/>
<http://www.FWS.gov/CBRA/Maps/index.html>

3. §58.6(d) Runway Clear Zones and Clear Zones [24 CFR §51.303(a) (3)]

a. Does the project involve the sale or purchase of existing property?

Yes No

If No, compliance with this section is complete.

If yes, continue below.

b. Is the project located within 2,500 feet of the end of a civil airport runway (Civil Airport's Runway Clear Zone) or within 15,000 feet of the end of a military runway (Military Airfield's Clear Zone)?

Yes No

If No, compliance with this section is complete.

If Yes, Notice must be provided to buyer. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

Cite and attach source document (Map indicating project site in proximity to end of runway):

For more information see:

Airport Information: <http://www.airnav.com/airports/>

HUD Airport Hazards Q&A:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/qa/airport

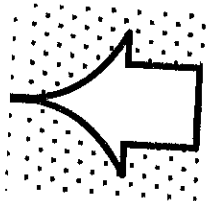
AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature

Date

Authorized Responsible Entity Name (printed)

Title (printed)



RECEIVED 103
NOV 25 2013

Letter of Agreement Between Lamar University and the Jefferson County Commissioners Court for the Taping of Jefferson County Commissioners Court Meetings

The Lamar University Department of Communication will provide video production services to the Jefferson County Commissioners Court for the production of videotapes of each regular meeting of the Commissioners Court from September 1, 2013 to August 31, 2014.

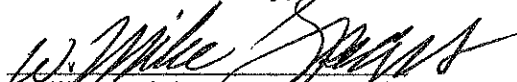
The services provided by the Lamar University Department of Communication for the Jefferson County Commissioners Court shall include, but not be limited to, the following:

- a) the videotaping of each regular meeting of the Jefferson County Commissioners Court,
 - b) any post production work needed to broadcast the videotapes,
 - c) the delivery of the DVD's to the proper site for their broadcast,
 - d) supplying all equipment and supplies needed to produce DVD's of the meetings.
- a) Copies of all Jefferson County Commissioners Court meetings.

The Jefferson County Commissioners Court will provide:

- a) a schedule of and agenda for all regular Commissioners Court meetings to the Lamar University Department of Communication,
- b) a location in the meeting room for the camera operator to setup the equipment needed to tape the meeting,
- c) an audio outlet for the camera operator to plug into the meeting room sound system,
- d) a payment of \$12,135 to the Lamar University Department of Communication for video production services provided from September 1, 2013 to August 31, 2014. The payment is to be made on or before October 30, 2013.

For Lamar University,

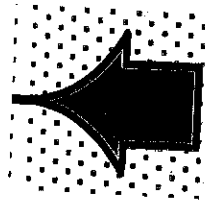

William Michael Spears, Assistant
Vice President for Operations

10/30/13
Date

For Jefferson County Commissioners Court

Jeff Branick, County Judge – Jefferson County
Commissioners Court

Date



Lamar University

Department of Communication - SETCAST

P.O. BOX 10050
 Beaumont, TX 77710
 Phone 409-880-8155 Fax 409-880-8760

INVOICE

INVOICE #1005
 DATE: OCTOBER 20, 2013

TO:
 JEFFERSON COUNTY COMMISSIONERS COURT
 P.O. BOX 4025
 Beaumont, TX 77704

FOR:
 SETCAST videotaping services

DESCRIPTION	AMOUNT
Videotapes/DVD's of JEFFERSON COUNTY COMMISSIONERS COURT meetings from 9/1/2013 to 8/31/2014 This invoice represents a 3% increase from last year. This invoice represents a modest response to increasing production costs and student fees.	\$12,135.00
TOTAL	\$12,135.00

Make all checks payable to: Lamar University Department of Communication
 Payment is due within 30 days.
 If you have any questions concerning this invoice, contact O'Brien Stanley at 409-880-8155

Thank you for your business!

JEFFERSON COUNTY CONSTABLE

105



PRECINCT-1
COLEY "NICK" SALEME
Joe "QB" Stevenson, Chief Deputy



November 25, 2013

Commissioner's Court Agenda

Dear Commissioners:

Please consider and possibly approve the hiring of Jeanne Riley as Deputy Constable with Constable Precinct One in accordance with Local Government Code (LGC) 86.011 with an effective date of November 25, 2013.

Jeanne Riley was a Deputy Constable under the previous Administration and transferred to the Sheriff Office as a Jailer and now a Tele-Communicator.

Thanks,

A handwritten signature in cursive script that reads "Coley 'Nick' Saleme".

Coley "Nick" Saleme
Jefferson County Constable, Pct. 1

RECEIVED
NOV 25 2013



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF RON HOBBS
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBIOS
SERVICES

TO: Honorable Judge – Jeff R. Branick
Commissioner - Eddie Arnold
Commissioner - Brent Weaver
Commissioner - Michael Sinegal
Commissioner - Everette Alfred

FROM: G. Mitch Woods, Sheriff

SUBJECT: Annual Certification Reports
Agenda item for Monday - December 2, 2013

DATE: November 25, 2013

Consider and possibly approve authorizing the County Judge to sign the Sheriff's Office Annual Certification Reports for the Texas Attorney General and the United States Departments of Justice and Treasury.

Thank you for your consideration.

Sincerely,

Ron Hobbs, Deputy Chief
Law Enforcement Division



ED SHETTLE
First Assistant
Criminal Division

TOM MANESS
CRIMINAL DISTRICT ATTORNEY
Jefferson County Courthouse
1001 Pearl Street-3rd Floor
Beaumont, Texas 77701-3545
(409) 835-8550
FAX: (409) 835-8573

TOM RUGG
First Assistant
Civil Division

November 20, 2013

To: Loma George, Comm. Alfred, Comm. Sinegal, Comm. Weaver, Comm. Arnold

Fm: Tom Maness
Criminal District Attorney

Re: Out of State Conference in January

Please place the following on the agenda for Monday, December 2, 2013:

Request approval for Randi King, Assistant Criminal District Attorney, to attend the 28th Annual San Diego International Conference on Child and Family Maltreatment held in San Diego, January 26-31, 2014. No cost to the county. Randi King received a scholarship for this trip.

Sincerely,

Tom Maness

TOM MANESS
CRIMINAL DISTRICT ATTORNEY

Special, December 02, 2013

There being no further business to come before the Court at this time,
same is now here adjourned on this date, December 02, 2013