

**SPECIAL, 12/7/2015 1:30:00 PM**

BE IT REMEMBERED that on December 07, 2015, 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 07, 2015*

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 07, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **07th** day of **December 2015** 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:

WORKSHOP:-11:00 a.m. –Workshop to discuss proposed change orders being submitted by N&T Construction. The change orders address several different add on items that will increase the contract with N&T. In addition N&T is requesting a completion date extension from December 14, 2015 to April 1, 2016 an additional 110 calendar days.

IMMEDIATELY FOLLOWING COMMISSIONERS' COURT                      DISTRICT ATTORNEY:  
 Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding matters that may require litigation.

Please join us for cake following Commissioners 'Court. We are grateful that the cake is being provided by HEB.

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**



*Notice of Meeting and Agenda and Minutes*  
*December 07, 2015*

**PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two**

## **PURCHASING:**

1. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 14-008/KJS), Jefferson County Courthouse Mechanical and Safety Upgrades (Phase 5) with N & T Construction Company, Inc. for an increase of \$437,000.00 for carpentry restoration services for the Jefferson County Commissioners' and District Courtrooms. There will be no change in working days for work currently being performed on this project. Additional work as specified in this change order is to be performed within 150 working days.

**SEE ATTACHMENTS ON PAGES 10 - 15**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider and possibly approve inter-department transfer of 2002 Ford F150 Pickup Truck VIN #1FTRW07642KC43253 from Road & Bridge #2 to Airport as authorized by Local Government Code §262.011 (j).

**SEE ATTACHMENTS ON PAGES 16 - 17**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

3. Consider and approve FY 2015 budget amendment - Indigent Health Care - additional cost for year-end inventory adjustments.

120-5079-442-3049	PHARMACEUTICAL SUPPLIES	\$92,000.00	
120-5074-441-1002	ASSISTANTS & CLERKS		\$33,000.00
120-5074-441-2003	EMPLOYEES' INSURANCE		\$13,000.00
120-5075-441-1002	ASSISTANTS & CLERKS		\$33,000.00
120-5075-441-2003	EMPLOYEES' INSURANCE		\$13,000.00

**SEE ATTACHMENTS ON PAGES 18 - 18**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

4. Consider and approve FY 2015 budget amendment - General Services - additional cost for year end adjustments

120-1024-419-5040	LIABILITY INSURANCE	\$450,000.00	
120-0000-491-8026	SETEC FUND 550		\$450,000.00

**SEE ATTACHMENTS ON PAGES 19 - 19**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

5. Regular County Bills check #414951 through check #415128.

**SEE ATTACHMENTS ON PAGES 20 - 27**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

6. Consider and possibly approve an Order Prohibiting the Possession of Firearms in the Jefferson County Courthouse and Office Buildings pursuant to 84 H.B. 910.

**SEE ATTACHMENTS ON PAGES 28 - 30**

**Action: TABLED**

7. Consider and possibly approve a Resolution for the Sale of Fireworks in Jefferson to extend sale dates pursuant to House Bill 1150.

**SEE ATTACHMENTS ON PAGES 31 - 33**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

8. Consider and possibly approve an Amended Tax Abatement Reinvestment Zone Order for ExxonMobil Beaumont Polyethylene Expansion Project (BPEX) pursuant to Section 312.401, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 34 - 43**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

9. Consider, possibly approve, authorize the County Judge to execute and receive and file an Abatement Agreement for Property located with the ExxonMobil Beaumont Polyethylene Project (BPEX) Reinvestment Zone pursuant to Section 312.401, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 44 - 109**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

10. Consider, possibly approve, authorize the County Judge to execute and receive and file an Abatement Agreement for Property located with the ExxonMobil Beaumont Refinery Complex Project (SCANfiner) Reinvestment Zone pursuant to Section 312.401, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 110 - 177**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*December 07, 2015*

11. Receive and file executed Amendment to the Inmate Telephone Services Agreement between Jefferson County, Texas and Global Tel\*Link Corporation.

**SEE ATTACHMENTS ON PAGES 178 - 180**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

12. Receive and file executed Survey Permission executed by Jefferson County, Texas to Colonial Pipeline Company.

**SEE ATTACHMENTS ON PAGES 181 - 185**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

13. Consider and possibly approve the appointment of Ronda Conlin as the Director of Environmental Control effective Monday, December 7, 2015.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **ADDENDUMS**

14. Consider, possibly approve, authorize the County Judge to execute and receive and file an Application for Community Health Clinics and Health Centers between Jefferson County, Texas and Direct Relief for donated medications to the Jefferson County Health Clinic Pharmacy.

**Motion by: Commissioner Weaver**

**Pages 191-201**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **ENVIRONMENTAL CONTROL:**

15. Consider and possibly approve a Resolution recognizing Mike Melancon for his 31 years of service to the Jefferson County Environmental Control and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 186 - 187**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **HISTORICAL COMMISSION:**

16. Consider and possibly remove the current Historic Preservation Officer for Jefferson County, Ramona Hutchison.

**SEE ATTACHMENTS ON PAGES 188 - 188**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

17. Consider and possibly appoint Sarah Bellian, a member of the Jefferson County Historical Commission, as Historic Preservation Officer for Jefferson County, in accordance with the Certification Agreement between Texas Historical Commission and Jefferson County for participation in the Certified Local Government Program. The agreement was approved on January 9, 2012.

**SEE ATTACHMENTS ON PAGES 189 - 189**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

18. Please consider and approve out of state travel for Chris Fontenot with the Regional Crime Lab to attend the Organization of Scientific Area Committee for Forensic Science's (OSAC's) meeting in Leesburg, Virginia from January 25-29, 2016. This is a fully funded trip through the National Institute of Standards and Technology, and will be at no cost to the County. Mr. Fontenot has been selected to be on the National Breath Alcohol Task Group.

**SEE ATTACHMENTS ON PAGES 190 - 190**

**Motion'by:'Commissioner'Arnold**

**Second'by:'Commissioner'Weaver**

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

**Action:'APPROVED'""""ej o gpv'Rci gu'3; 3/423**

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**Jeff R. Branick**  
**County Judge**



# AIA Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 001	<b>OWNER:</b> <input type="checkbox"/>
Jefferson County Courthouse Phase 5	<b>DATE:</b> 12/03/2015	<b>ARCHITECT:</b> <input type="checkbox"/>
Mechanical and Safety Upgrades		<b>CONTRACTOR:</b> <input type="checkbox"/>
1149 Pearl Street		<b>FIELD:</b> <input type="checkbox"/>
Beaumont, Texas 77701		<b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> 4806.000 (former BAI Project #13018)	
N&T Construction Company, Inc.	<b>CONTRACT DATE:</b> January 06, 2015	
1376 Lauren Avenue	<b>CONTRACT FOR:</b> General Construction	
Beaumont, Texas 77701		

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

To incorporate Exhibit A (Documents 004000 & 004100) from N & T for Alt.2 & Alt.3, including allowances and unit prices.

CP005 - Carpentry Restoration - Alts. # 2 & # 3 & Finish Testing \$437,000.00 \* See Note # 1

Note # 1: The total amount of \$437,000.00 is the result of the original proposal CP005 of \$438,500.00 minus \$1,500.00 reduction requested by the County for County-performed work of removal and reinstallation of wood blinds.

The original Contract Sum was	\$ 4,182,253.10
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 4,182,253.10
The Contract Sum will be increased by this Change Order in the amount of	\$ 437,000.00
The new Contract Sum including this Change Order will be	\$ 4,619,253.10

The Contract Time will be unchanged by \* See note below (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 150 consecutive calendar days from the notice to proceed, for the scope of CP005. This extension does not modify the date of substantial completion of any other work.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Shepley Bulfinch	N&T Construction Company, Inc.	Jefferson County, Texas
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
55 Waugh Drive, Suite 450, Houston, Texas 77007	1376 Lauren Avenue, Beaumont, Texas 77701	1149 Pearl Street, Beaumont, TX 77701
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
Ray Leifer, AIA, Principal	CHARLIE JARRIA	Honorable Jeff Branick, County Judge
(Typed name)	(Typed name)	(Typed name)
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>
12/3/15	12/7/2015	12/07/2015



JEFFERSON CCH PH5 Mechanical and Safety Upgrades  
Beaumont, Texas  
Project No. 13018

BID FORM - LUMP SUM  
00 4000 - 1

## DOCUMENT 00 4000 - BID FORM - LUMP SUM

TO: Jefferson County, Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> floor  
Beaumont, Texas

FROM:

N&T Construction Co, Inc.  
Bidder's Name  
13706 Laurel Ave.  
Address  
Beaumont, Texas 77601

FOR: JEFFERSON CCH Phase 5 - Mechanical and Safety Upgrades  
Beaumont, Texas  
Bid No. IFB 14-008/KJS

Gentlemen:

We have carefully examined the Bidding Requirements, Contract Form, Conditions of the Contract, Specifications, Drawings, all other Contract Documents and all other Documents referred to therein, as well as the Project Site and conditions affecting the Work.

We have received Addendum Number(s) 1 through 3 and have included their provisions in this Bid.

In submitting this bid, the undersigned agrees to:

- A. Hold his bid open for the time period specified in the Instructions to Bidders
- B. Enter into and execute a contract, if awarded, on the basis of the Base Bid and the Alternate Bids selected by the Owner.
- C. Furnish specified insurance and guarantee bonds.
- D. Accomplish the work in accordance with the Contract Documents.
- E. Complete the work within the Contract Time.

## BASE BID:

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of the Project in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

N/A DOLLARS  
Amount Written In Words (This Governs)  
(\$ N/A )  
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

## BASE BID TIME:

We agree, if awarded the Contract, to complete all Work required by the Contract Documents within N/A consecutive calendar days after commencing the Work.

BID FORM - LUMP SUM  
00 4000 - 2

**JEFFERSON CCH PH5 Mechanical and Safety Upgrades**  
Beaumont, Texas  
Project No. 13018

**ALTERNATE NO. 1 BID – add alternate**

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 1 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

N/A  
DOLLARS  
Amount Written In Words (This Governs)  
(\$ N/A)  
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

**ALTERNATE NO. 1 TIME:**

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING N/A consecutive calendar days to the Time of the Base Bid after commencing the Work.

**ALTERNATE NO. 2 BID – add alternate**

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 2 in a workmanlike manner, in accordance with the Contract Documents, for the lump sum amount of:

Eight thousand and 00/100  
DOLLARS  
Amount Written In Words (This Governs)  
(\$ 8,000<sup>00</sup>)  
Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

**ALTERNATE NO. 2 TIME:**

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING \_\_\_\_ consecutive calendar days to the Time of the Base Bid after commencing the Work.

**ALTERNATE NO. 3 BID – add alternate**

Note: Alternate No. 3 consists of the following items:

Alternate No. 3 work (as outlined in the Drawings and Specifications)  
Plus Quantity Allowance No. 3 (as outlined in section 01 2100)  
Total amount of Alternate No. 3 (to be shown below)

\$ 395,000  
\$ 20,000  
\$ 425,000

**JEFFERSON CCH PH5 Mechanical and Safety Upgrades**  
 Beaumont, Texas  
 Project No. 13018

BID FORM - LUMP SUM  
 00 4000 - 3

We propose to furnish all labor, materials, equipment, tools, construction equipment and machinery, construction facilities and temporary controls, and other services necessary for the construction, accomplishment, and completion of Alternate No. 3 in a workmanlike manner, in accordance with the Contract Documents, for the total amount, including Allowance No. 3, of:

Four hundred twenty-five and 00/100  
 DOLLARS  
 Amount Written In Words (This Governs)

(\$ 425,000 )  
 Amount Written In Figures

This amount includes cost of Performance Bond and Labor and Material Payment Bond as stated in the Contract Documents.

**ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 1**

(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3)

\$ 150<sup>00</sup>/sf

**ALTERNATE No. 3 - UNIT COST ALLOWANCE No. 2**

(Refer to 01 2100 for Unit Cost Allowances associated with Alternate No. 3)

\$ 120<sup>00</sup>/sf

Allowance No. 4

\$ 5,500<sup>00</sup>

**ALTERNATE NO. 3 TIME:**

We agree, if awarded the Contract, to complete all Work required by the Contract Documents by ADDING / DELETING 50 consecutive calendar days to the Time of the Base Bid after commencing the Work.

**BID SECURITY:**

Accompanying this Bid is a Certified or Cashier's Check drawn on a State or National Bank of the State of Texas or a Bidder's Bond as defined in the Instructions to Bidders, AIA A701, on prescribed form and in the amount of not less than Five percent ( 5%) of the greatest total amount of this Bid payable without recourse to the order of Owner's Name, said check or bond to be returned to the bidder, unless in case of the acceptance of the Bid he shall fail to execute a contract and file Performance and Payment Bonds within 10 days of its acceptance, in which case the check or bond shall become the property of Owner's Name and shall be considered as payment for damages due to delay and other inconveniences suffered by Owner's Name on account of failure of the bidder to execute contract.

**LIQUIDATED DAMAGES FOR DELAYS:**

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of five hundred dollars (\$500.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.



BID FORM - LUMP SUM  
00 4000 - 4

JEFFERSON CCH PH5 Mechanical and Safety Upgrades  
Beaumont, Texas  
Project No. 13018

# MISCELLANEOUS PROVISIONS:

If notified of the acceptance of this Bid within 60 days after the time set for opening of bids, we agree to execute a contract with the Owner, on the prescribed form, for the above mentioned Work, for the above mentioned amount, furnish the Performance Bond and the Payment Bond on the prescribed forms and commence Work, all within ten days of the date of notification of award.

It is understood that the Owner reserves the right to reject any or all bids, to accept or reject any or all Alternates, or to accept any combination of Alternates considered advantageous and to waive any informality or irregularity in any bid which, in his judgment, is in his own best interest.

The undersigned certifies that the amounts contained in this Bid have been carefully checked and are submitted as correct and final.

The County will evaluate and award on total price (base bid plus alternates.) The County reserves the right to incorporate any and all Alternates or no alternates at time of Contract.

Type of Bidder's Organization: Corporation  
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: Texas  
(If Corporation)

Bidder: N+T Construction Co. Inc.  
(Print or Type)

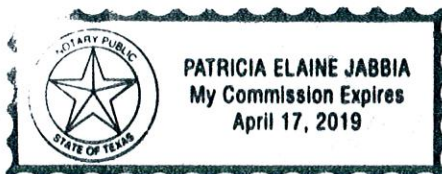
Title or Office: V.P.  
(Print or Type)

Legal Address: 1316 Laurel Ave.  
(Print or Type)

City: Beaumont State: TX Zip Code: 77701

Tel. ( 409 ) 813-8592

SEAL:  
(If Corporation)



ATTEST: Patricia Jabbia  
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT

SUPPLEMENTS TO BID FORM  
00 4100 - 2

JEFFERSON CCH PH5 Mechanical and Safety Upgrades  
Beaumont, Texas  
Project No. 13018

# UNIT PRICES:

Provide unit (square foot, linear foot, etc. as appropriate) cost for types of work as listed below that may be added to the scope of work as determined by the Owner and Architect.

- |   |   |
|---|---|
| 1. Marble Replacement                                     | \$ <u>100<sup>00</sup></u> / (unit/sf)          |
| 2. Plaster Repairs including paint                        | \$ <u>35<sup>00</sup></u> / (unit/sf)           |
| 3. Wall Painting  | \$ <u>2<sup>25</sup></u> / (unit/sf)            |
| 4. Ceiling painting                                       | \$ <u>3<sup>00</sup></u> / (unit/sf)            |
| 5. Courtroom Wainscot replacement (Complete assembly)     | \$ <u>150<sup>00</sup></u> / (unit/sf)          |
| 6. Courtroom Wainscot Cap replacement                     | \$ <u>12<sup>00</sup></u> / (unit/sf) <b>LF</b> |
| 7. Courtroom Crown Mould replacement                      | \$ <u>15<sup>00</sup></u> / (unit/lf) <b>LF</b> |
| 8. Wood window sill replacement (sill, seat, skirt, trim) | \$ <u>650<sup>00</sup></u> / (unit/lf)          |
| 9. Marble grout re-pointing                               | \$ <u>15<sup>00</sup></u> / (unit/lf)           |

Type of Bidder's Organization: N&T Construction Co. Inc. (Corporation)  
(Corporation, Co-Partnership, Individual, Etc.)

State of Incorporation: Texas  
(If Corporation)

Bidder: Vince Jabbia  
(Print or Type)


[Signature]  
(Signature of Bidder)

Title or Office: V.P.  
(Print or Type)

Legal Address: 8716 Laurel Ave.  
(Print or Type)

Beaumont, Texas 77601

Zip Code: 77601  
(Print or Type)

SEAL:   
(If Corporation)

ATTEST: [Signature]  
(Secretary, if Bidder is a Corporation)

END OF DOCUMENT



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

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC" or a stylized version of the name, is written next to the name and title of the sender.

Date: November 30, 2015

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of 2002 Ford F150 Pickup Truck VIN #1FTRW07642KC43253 from Road & Bridge #2 to Airport as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
2002 Ford F150 Pickup Truck	Road & Bridge #2	1FTRW07642KC43253	33650	Airport

Approved by Commissioners' Court: \_\_\_\_\_

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** DECEMBER 2, 2015

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The following FY 2015 budget amendment for the Indigent Health Care is necessary for additional cost for year-end inventory adjustments.

120-5079-442-3049	Pharmaceutical Supplies	\$92,000
120-5074-441-1002	Assistants & Clerks	\$33,000
120-5074-441-2003	Employees Insurance	\$13,000
120-5075-441-1002	Assistants & Clerks	\$33,000
120-5075-441-2003	Employees Insurance	\$13,000



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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** DECEMBER 2, 2015

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The following FY 2015 budget amendment for General Services is necessary for additional cost for year-end adjustments.

120-1024-419-5040    Liability Insurance    \$450,000

120-0000-491-8026    Transfer out – SETEC Fund 550    \$450,000

PGM: GMCOMMV2	DATE 12-07-2015		PAGE: 1 20 TOTAL
NAME	AMOUNT	CHECK NO.	
JURY FUND			
TRI-CITY COFFEE SERVICE	27.65	415031	
DAWN DONUTS	71.50	415123	
			99.15**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	129.23	414994	
ENTERGY	89.51	415003	
MUNRO'S	18.45	415010	
BUMPER TO BUMPER	53.48	415067	
CENTERPOINT ENERGY RESOURCES CORP	37.17	415068	
SILSBEE FORD INC	190.22	415109	
			518.06**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	12.39	415000	
ENTERGY	16.32	415003	
AT&T	71.22	415026	
W. JEFFERSON COUNTY M.W.D.	28.14	415036	
STRATTON INC.	87.18	415037	
LOWE'S HOME CENTERS, INC.	133.82	415057	
TEXAS GAS SERVICE	146.68	415061	
CENTERPOINT ENERGY RESOURCES CORP	32.30	415068	
			528.05**
ROAD & BRIDGE PCT.#4			
ART SIGNS & DECALS	638.00	414988	
ENTERGY	852.79	415003	
M&D SUPPLY	51.14	415009	
MUNRO'S	59.25	415010	
OIL CITY TRACTORS, INC.	250.33	415015	
VULCAN MATERIALS CO.	13,074.98	415034	
W. JEFFERSON COUNTY M.W.D.	626.46	415036	
EQUIPMENT DEPOT	2,735.43	415076	
PURVIS BEARING SERVICE	15.38	415079	
ON TIME TIRE	170.99	415095	
SUBURBAN PROPANE L.P.	292.79	415105	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	323.89	415110	
HR DIRECT	65.84	415128	
			19,157.27**
ENGINEERING FUND			
OFFICE DEPOT	460.78	415014	
WHITE REPROGRAPHICS	1,560.00	415038	
BRADLEY STAFFORD	90.00	415097	
			2,110.78**
PARKS & RECREATION			
ENTERGY	69.16	415003	
CASH ADVANCE ACCOUNT	96.00	415007	
W. JEFFERSON COUNTY M.W.D.	52.26	415036	
			217.42**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	21.01	415024	
UNITED STATES POSTAL SERVICE	767.34	415048	
JEFFERSON COUNTY CREDIT CARDS	46.50	415089	
ROCHESTER ARMORED CAR CO INC	352.00	415090	
			1,186.85*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.66	415048	
			1.66*
AUDITOR'S OFFICE			
OFFICE DEPOT	303.93	415014	
UNITED STATES POSTAL SERVICE	2.08	415048	
JEFFERSON COUNTY CREDIT CARDS	195.00	415089	
			501.01*
COUNTY CLERK			

PGM: GMCOMMV2	DATE 12-07-2015		PAGE: 2 21 TOTAL
NAME	AMOUNT	CHECK NO.	
FED EX	13.90	415001	
KIRKSEY'S SPRINT PRINTING	200.80	415008	
UNITED STATES POSTAL SERVICE	195.93	415048	
THOMSON REUTERS-WEST	57.00	415102	
TSYS MERCHANT SOLUTIONS LLC	1,819.00	415125	2,286.63*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	.42	415048	
LANGSTON ADAMS	500.00	415058	
HARVEY L WARREN III	500.00	415087	
THOMSON REUTERS-WEST	116.58	415102	1,117.00*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.50	415048	2.50*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	169.75	415048	169.75*
PRINTING DEPARTMENT			
SOUTHERN COMPUTER WAREHOUSE	531.90	414985	
OLMSTED-KIRK PAPER	219.63	415016	
STAR GRAPHICS COPIERS, INC.	874.66	415027	
CIT TECHNOLOGY FINANCING SERVICE	499.00	415081	2,125.19*
PURCHASING DEPARTMENT			
CASH ADVANCE ACCOUNT	581.25	415007	
OFFICE DEPOT	201.82	415014	783.07*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	1,035.00	415007	
REGION V EDUCATION SERVICE CENTER	600.00	415021	
TIME WARNER COMMUNICATIONS	2,440.57	415029	
ALLISON, BASS & ASSOCIATES, LLP	216.00	415060	
ROCHESTER ARMORED CAR CO INC	3,665.46	415090	
DYNAMEX INC	354.41	415108	
SPOK INC	3.00	415112	8,314.44*
DATA PROCESSING			
GUARDIAN FORCE	36.00	414980	
BLACK BOX CORPORATION	122.84	414990	
OFFICE DEPOT	82.06	415014	
CDW COMPUTER CENTERS, INC.	289.21	415042	
TIGER DIRECT.COM	305.52	415083	
JEFFERSON COUNTY CREDIT CARDS	170.80	415089	
SPOK INC	12.06	415112	
SITEIMPROVE INC	2,835.00	415124	3,853.49*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	25.77	415048	25.77*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT	40.12	415049	
TEXAS ASSOC OF ELECTIONS ADMINISTRA	265.00	415126	305.12*
DISTRICT ATTORNEY			
SOUTHERN COMPUTER WAREHOUSE	1,739.38	414985	
CAMEO / SABINE NECHES TRAVEL	765.60	414991	
FED EX	6.95	415001	
UNITED STATES POSTAL SERVICE	293.71	415048	
CHILD ABUSE & FORENSIC SERVICES	125.00	415054	
KIMBERLY R. BROUSSARD	133.25	415082	
THOMSON REUTERS-WEST	939.62	415103	4,003.51*
DISTRICT CLERK			

PGM: GMCOMMV2	DATE 12-07-2015		PAGE: 3 22 TOTAL
NAME	AMOUNT	CHECK NO.	
UNITED STATES POSTAL SERVICE	198.60	415048	198.60*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,375.00	414989	
MARSHA NORMAND	8,750.00	415013	
RENE MULHOLLAND	582.00	415033	
CHARLES ROJAS	800.00	415043	
UNITED STATES POSTAL SERVICE	1.25	415048	
JAMES R. MAKIN, P.C.	3,300.00	415092	17,808.25*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.83	415048	.83*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.08	415048	2.08*
252ND DISTRICT COURT			
DAVID W BARLOW	4,375.00	414989	
TRAVIS EVANS	800.00	414999	
UNITED STATES POSTAL SERVICE	71.47	415048	
JOEL WEBB VAZQUEZ	700.00	415066	
RYAN GERTZ	506.59	415086	6,453.06*
279TH DISTRICT COURT			
ANITA F. PROVO	150.00	415020	
UNITED STATES POSTAL SERVICE	7.90	415048	
DANE DENNISON	75.00	415111	
MELANIE AIREY	75.00	415118	
PAUL W GERTZ	457.50	415120	765.40*
317TH DISTRICT COURT			
NATIONAL COUNCIL OF JUV. & FAMILY	195.00	415011	
UNITED STATES POSTAL SERVICE	.49	415048	195.49*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	14.03	415048	14.03*
JUSTICE COURT-PCT 1 PL 2			
CASH ADVANCE ACCOUNT	556.14	415007	556.14*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	64.00	415102	64.00*
JUSTICE COURT-PCT 4			
THOMSON REUTERS-WEST	64.00	415102	64.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	26.68	415048	26.68*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	24.60	415014	24.60*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.83	415048	
SIERRA SPRING WATER CO. - BT	59.93	415050	60.76*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	800.00	414981	
DAVID GROVE	250.00	414982	

PGM: GMCOMMV2	DATE 12-07-2015	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
ELIZABETH PARKS	1,294.95	415017
MARVA PROVO	250.00	415019
UNITED STATES POSTAL SERVICE	10.40	415048
JAMES R. MAKIN, P.C.	250.00	415092
		2,855.35*
COUNTY COURT AT LAW NO. 3		
CASH ADVANCE ACCOUNT	1,396.70	415007
UNITED STATES POSTAL SERVICE	19.96	415048
		1,416.66*
COURT MASTER		
JUDGE LARRY GIST	1,880.94	415002
UNITED STATES POSTAL SERVICE	.42	415048
		1,881.36*
MEDIATION CENTER		
UNITED STATES POSTAL SERVICE	5.82	415048
		5.82*
SHERIFF'S DEPARTMENT		
CITY OF NEDERLAND	32.07	414994
FED EX	123.12	415001
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,186.00	415006
CASH ADVANCE ACCOUNT	631.50	415007
AT&T	295.06	415026
ANTHONY G. VIATOR	600.00	415032
CLASSEN BUCK SEMINAR INC	246.00	415039
UNITED STATES POSTAL SERVICE	1,072.17	415048
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	415053
FIVE STAR FEED	88.50	415062
CODE BLUE	1,672.00	415065
JEFFERSON COUNTY CREDIT CARDS	800.00	415089
TRANSUNION RISK AND ALTERNATIVE	475.00	415116
		8,287.32*
CRIME LABORATORY		
SANITARY SUPPLY, INC.	162.60	415023
		162.60*
JAIL - NO. 2		
ENTERGY	37,988.67	415003
AT&T	942.06	415026
JEFFERSON COUNTY CREDIT CARDS	64.84	415089
CONSTELLATION NEWENERGY - GAS DIVIS	2,462.05	415100
		41,457.62*
JUVENILE PROBATION DEPT.		
HERNANDEZ OFFICE SUPPLY, INC.	244.62	415005
UNITED STATES POSTAL SERVICE	7.83	415048
LATASHA DILL	246.68	415073
SHARON STREETMAN	46.00	415075
SPOK INC	48.24	415112
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	415117
		664.37*
JUVENILE DETENTION HOME		
SHERWIN-WILLIAMS	327.80	415025
OAK FARM DAIRY	229.50	415041
FLOWERS FOODS	67.90	415064
CENTERPOINT ENERGY RESOURCES CORP	335.49	415068
ATTABOY TERMITE & PEST CONTROL	80.00	415085
		1,040.69*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	14.95	415048
SHI GOVERNMENT SOLUTIONS, INC.	723.00	415051
		737.95*
CONSTABLE-PCT 4		
US POSTAL SERVICE	294.00	415052
CODE BLUE	689.00	415065
		983.00*
CONSTABLE-PCT 6		

PGM: GMCOMMV2	DATE 12-07-2015	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	7.33	415048
HEALTH AND WELFARE NO. 1		7.33*
CITY OF BEAUMONT	40.00	414984
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	414995
ENTERGY	70.00	415004
OFFICE DEPOT	11.11	415014
AUSTIN CECIL WALKES MD PA	115.50	415035
UNITED STATES POSTAL SERVICE	61.50	415048
CENTERPOINT ENERGY RESOURCES CORP	51.76	415069
SPOK INC	22.85	415112
HEALTH AND WELFARE NO. 2		1,850.50*
AUSTIN CECIL WALKES MD PA	115.50	415035
HEB - PORT ARTHUR	70.87	415080
SPOK INC	7.70	415112
CHILD WELFARE UNIT		194.07*
TARGET STORES DIVISION	2,845.80	415044
BEAUMONT OCCUPATIONAL SERVICE, INC.	701.95	415053
J.C. PENNEY'S	1,785.98	415055
SEARS COMMERICAL CREDIT	540.86	415056
ENVIRONMENTAL CONTROL		5,874.59*
OFFICE DEPOT	168.91	415014
AT&T	30.51	415026
INDIGENT MEDICAL SERVICES		199.42*
CARDINAL HEALTH 110 INC	12,720.77	415104
MAINTENANCE-BEAUMONT		12,720.77*
AAA LOCK & SAFE	112.50	414978
CITY OF BEAUMONT - WATER DEPT.	8,670.25	414992
ECOLAB	209.95	414998
ENTERGY	375.67	415003
RITTER @ HOME	40.38	415022
ACE IMAGEWEAR	156.81	415024
OTIS ELEVATOR COMPANY	2,756.00	415063
A1 FILTER SERVICE COMPANY	732.70	415093
MAINTENANCE-PORT ARTHUR		13,054.26*
GUARDIAN FORCE	80.00	414980
CITY OF PORT ARTHUR - WATER DEPT.	1,113.99	414993
AT&T	1,314.57	415026
TEXAS DEPT OF LICENSING &	40.00	415030
LOWE'S HOME CENTERS, INC.	61.68	415057
PARKER LUMBER	77.22	415088
SUPPLYWORKS	140.06	415121
MAINTENANCE-MID COUNTY		2,827.52*
CITY OF NEDERLAND	44.61	414994
ENTERGY	381.32	415003
ACE IMAGEWEAR	28.51	415024
W. JEFFERSON COUNTY M.W.D.	191.89	415036
CENTERPOINT ENERGY RESOURCES CORP	73.52	415068
SERVICE CENTER		719.85*
CLASSIC TINT	299.00	414986
M&D SUPPLY	17.56	415009
MUNRO'S	39.45	415010
PHILPOTT MOTORS, INC.	5.11	415018
JEFFERSON CTY. TAX OFFICE	7.50	415045
BUMPER TO BUMPER	14.03	415067
K.A.P.E. ENTERPRISES	315.39	415072

PGM: GMCOMMV2	DATE 12-07-2015		PAGE: 6 25
NAME	AMOUNT	CHECK NO.	TOTAL
AIRPORT GULF TOWING LLC	95.00	415074	
SILSBEE FORD INC	399.34	415109	
VETERANS SERVICE			1,192.38*
UNITED STATES POSTAL SERVICE	16.12	415048	
HILARY GUEST	120.94	415059	
			137.06*
MOSQUITO CONTROL FUND			149,180.40**
GREYHOUND PACKAGE EXPRESS	37.90	414983	
MUNRO'S	86.20	415010	
TIME WARNER COMMUNICATIONS	73.02	415028	
CENTERPOINT ENERGY RESOURCES CORP	29.59	415068	
DYNAMIC AVIATION GROUP INC	7,519.56	415077	
SECURITY FEE FUND			7,746.27**
COTTON CARGO	30.00	414996	
LAW LIBRARY FUND			30.00**
THOMSON REUTERS-WEST	250.44	415102	
O'CONNOR'S	105.00	415127	
GRANT A STATE AID			355.44**
CASH ADVANCE ACCOUNT	751.00	415007	
SPOK INC	19.76	415112	
TANISHA GRIFFIN	278.01	415115	
279 JUVENILE DRUG COURT			1,048.77**
IEA - INSPIRE, ENCOURAGE, ACHIEVE	7,342.40	415046	
COMMUNITY SUPERVISION FND			7,342.40**
CASH ADVANCE ACCOUNT	635.80	415007	
OFFICE DEPOT	1,045.60	415014	
OLMSTED-KIRK PAPER	607.00	415016	
UNITED STATES POSTAL SERVICE	93.74	415048	
JCCSC	125.00	415091	
SHALON GUIDRY	86.94	415098	
KALEIGH ABSHIRE	69.00	415122	
JEFF. CO. WOMEN'S CENTER			2,663.08**
SPOK INC	16.41	415112	
COMMUNITY CORRECTIONS PRG			16.41**
TRACY ROBINSON	102.35	414979	
SHSP,LETPP & CERT GRANTS			102.35**
JEFFERSON COUNTY CREDIT CARDS	1,159.98	415089	
LAW OFFICER TRAINING GRT			1,159.98**
CASH ADVANCE ACCOUNT	3,032.00	415007	
BANNON & ASSOCIATES	440.00	415106	
COUNTY CLERK - RECORD MGT			3,472.00**
AT&T	111.83	415026	
MANATRON	10,808.61	415078	
COUNTY RECORDS MANAGEMENT			10,920.44**
UNITED STATES POSTAL SERVICE	2.50	415048	
HOTEL OCCUPANCY TAX FUND			2.50**

PGM: GMCOMMV2	DATE 12-07-2015	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
CITY OF BEAUMONT - WATER DEPT.	137.75	414992
MUNRO'S	81.80	415010
TRI-CITY COFFEE SERVICE	68.30	415031
		287.85**
DISTRICT CLK RECORDS MGMT		
WESTERN MICROGRAPHICS & IMAGING	1,500.00	415094
		1,500.00**
1957 ROAD BOND FUND		
TIM RICHARDSON	10,500.00	415107
		10,500.00**
CAPITAL PROJECTS FUND		
MONUMENT CONSTRUCTORS	30,299.75	415071
SILSBEE FORD INC	73,277.75	415109
		103,577.50**
CETRZ GRANT		
APAC, INC. - TROTTI & THOMSOM	232,353.01	414987
		232,353.01**
AIRPORT FUND		
CITY OF NEDERLAND	541.45	414994
NOACK LOCKSMITH	6.75	415012
OIL CITY TRACTORS, INC.	92.26	415015
GARSITE	43.00	415040
CENTERPOINT ENERGY RESOURCES CORP	149.69	415068
FAA	1,631.00	415096
CRAWFORD ELECTRIC SUPPLY COMPANY	300.32	415099
EASTERN AVIATION FUELS INC	33,499.59	415113
GALLS LLC	466.00	415119
SUPPLYWORKS	164.00	415121
		36,894.06**
SETEC FUND		
CURTIS 1000, INC.	217.05	414997
CDW COMPUTER CENTERS, INC.	.00	415042
		217.05**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	18,955.90	415070
		18,955.90**
SHERIFF'S FORFEITURE FUND		
AERO DYNAMIX INC	2,838.40	415101
SILSBEE FORD INC	31,216.45	415109
		34,054.85**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	11,960.00	414951
CLEAT	324.00	414952
JEFFERSON CTY. TREASURER	18,233.70	414953
RON STADTMUELLER - CHAPTER 13	782.50	414954
INTERNAL REVENUE SERVICE	3,067.46	414955
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,140.00	414956
JEFFERSON CTY. COMMUNITY SUP.	10,904.28	414957
JEFFERSON CTY. TREASURER - HEALTH	430,635.00	414958
JEFFERSON CTY. TREASURER - GENERAL	20.00	414959
JEFFERSON CTY. TREASURER - PAYROLL	1,710,083.92	414960
JEFFERSON CTY. TREASURER - PAYROLL	676,214.09	414961
MONY/MLOA	198.74	414962
POLICE & FIRE FIGHTERS' ASSOCIATION	3,185.00	414963
UNITED WAY OF BEAUMONT& N JEFFERSON	49.77	414964
JEFFERSON CTY. TREASURER - TCDRS	648,496.10	414965
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,906.65	414966
JEFFERSON COUNTY TREASURER	2,659.28	414967
JEFFERSON COUNTY - TREASURER -	5,919.34	414968
NECHES FEDERAL CREDIT UNION	62,045.34	414969
JEFFERSON COUNTY - NATIONWIDE	55,649.73	414970
TENNESSEE CHILD SUPPORT	115.38	414971
SBA - U S DEPARTMENT OF TREASURY	168.49	414972
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	414973



NAME	AMOUNT	CHECK NO.	TOTAL
WILLIAM E HEITKAMP	720.72	414974	
JOHN TALTON	1,800.00	414975	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	414976	
COLLEGE ASIST	299.63	414977	
			3,650,746.20**
MARINE DIVISION			
SIERRA SPRING WATER CO. - BT	55.32	415049	
WATSON PROPELLER	320.00	415084	
APPLIED SECURITY TECHNOLOGIES INC	262.50	415114	
			637.82**
			4,296,395.01***

**AGENDA ITEM****December 7, 2015**

Consider and possibly approve an Order Prohibiting the Possession of Firearms in the Jefferson County Courthouse and Office Buildings pursuant to 84 H.B. 910.



## **AN ORDER PROHIBITING THE POSSESSION OF FIREARMS IN THE JEFFERSON COUNTY COURTHOUSE AND OFFICE BUILDINGS**

**WHEREAS,** 84 H.B. 910 made several amendments to the Texas Government Code and the Texas Penal Code to allow open carry of firearms by persons holding a valid concealed weapons license; and

**WHEREAS,** much confusion has arisen in the public as to whether they may be permitted to openly carry or carry a concealed firearm on their person within the Jefferson County Courthouse and County office buildings; and

**WHEREAS,** H.B. 910 did not amend Section 46.03 to allow carrying firearms in government buildings; and

**WHEREAS,** the Commissioners Court desires and intends to protect the safety of all those entering the Jefferson County Courthouse and the offices of this County Government to provide a safe place to conduct business; and

**WHEREAS,** H.B. 910 and its amendments do make provisions to allow authorized law enforcement officials and security personnel to carry firearms on County premises pursuant to their employment.

**IT IS THEREFORE ORDERED** that;

1. No person who is not a duly authorized peace officer or security employee, community supervisor, judicial officer, parole officer, retired peace officer, federal criminal investigator, district attorney, assistant district attorney, bailiff, juvenile probation officer or active duty members of armed forces, or any other person exempt by Penal Code Section 46.15, shall be allowed to carry any firearm within Jefferson County premises which includes a building or a portion of a building.
2. Appropriate signage shall be placed at the entrances of all County premises to warn of this prohibition.
3. Any offense under this Order shall be punishable as a Class A misdemeanor unless it is upon premises of a correctional facility and the Jefferson County Courthouse, which houses a correctional facility, in which case it is punishable as a felony of the third degree.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2015.

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JUDGE JEFF R. BRANICK  
County Judge

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COMMISSIONER EDDIE ARNOLD  
Precinct. 1

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COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

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COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

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COMMISSIONER EVERETTE ALFRED  
Precinct No. 4

**AGENDA ITEM****December 7, 2015**

Consider and possibly approve a Resolution for the Sale of Fireworks in Jefferson County to extend sale dates pursuant to House Bill 1150.

## RESOLUTION

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY TEXAS

BE IT REMEMBERED at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 7th day of December, 2015, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette Alfred Commissioner of Precinct No. 4, the following Resolution was adopted:

### SALE OF FIREWORKS IN JEFFERSON COUNTY

**WHEREAS**, the State of Texas currently allows the sale of fireworks by retail firework permit holders during the U.S. Independence Day and New Year holidays; and

**WHEREAS**, House Bill 1150 was signed into law by the Governor and took effect September 1, 2015; and

**WHEREAS**, House Bill 1150 authorizes a County Commissioners Court to allow, by order, retail firework permits holders to sell fireworks in the County during additional time periods and holidays; and


**WHEREAS**, House Bill 1150 grants the Commissioners Court the authority to suspend and prohibit the usage of fireworks in times of drought; and

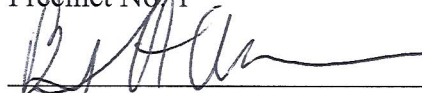
**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County does hereby permit the sale of fireworks to the public by retail fireworks permit holders on the following dates:

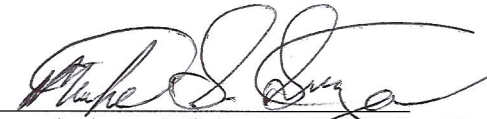
1. Beginning February 25 and ending March 2<sup>nd</sup> and for each subsequent year to this order for the Texas Independence Day fireworks season;
2. Beginning April 16<sup>th</sup> and ending April 21<sup>st</sup> and for each subsequent year to this order for San Jacinto Day fireworks season; and
3. Beginning the Wednesday before the last Monday in May and ending at midnight on the last Monday in May and for each subsequent year to this order for the Memorial Day fireworks season; and
4. The Commissioners Court of Jefferson County may at any time during the periods above prohibit the sale of fireworks if the Texas Forest Service Drought Index indicates that Jefferson County is in a period of drought and the discharge of fireworks would pose a fire hazard to the community.

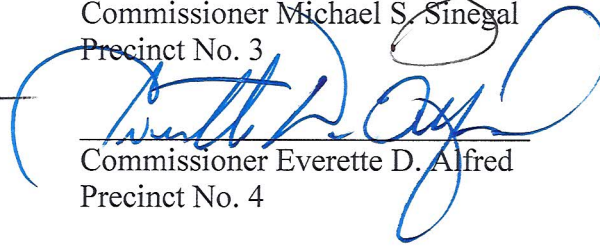
Signed this 7th of December, 2015

  
JEFF R. BRANICK  
County Judge

  
Commissioner Eddie Arnold  
Precinct No. 1

  
Commissioner Brent A. Weaver  
Precinct No. 2

  
Commissioner Michael S. Sinegal  
Precinct No. 3

  
Commissioner Everett D. Alfred  
Precinct No. 4



**AGENDA ITEM****December 7, 2015**

Consider and possibly approve an Amended Tax Abatement Reinvestment Zone Order for ExxonMobil Beaumont Polyethylene Expansion Project (BPEX) pursuant to Section 312.401, Texas Tax Code.







THESE ARE THE ONLY TWO CASES IN WHICH THE  
 THEOREM IS NOT TRUE.

THEOREM 1. Let  $f$  be a function defined on the interval  $[a, b]$  and let  $F$  be an antiderivative of  $f$ . Then

$F(b) - F(a) = \int_a^b f(x) dx$ .

PROOF. Let  $F$  be an antiderivative of  $f$ . Then  $F'(x) = f(x)$  for all  $x$  in  $[a, b]$ . By the Mean Value Theorem, there exists a point  $c$  in  $(a, b)$  such that

$F(b) - F(a) = F'(c)(b - a) = f(c)(b - a)$ .

Since  $f$  is continuous on  $[a, b]$ , it follows that  $f(c) = \frac{1}{b-a} \int_a^b f(x) dx$ . Therefore,

$F(b) - F(a) = \int_a^b f(x) dx$ .

THEOREM 2. Let  $f$  be a function defined on the interval  $[a, b]$  and let  $F$  be an antiderivative of  $f$ . Then

$F(b) - F(a) = \int_a^b f(x) dx$ .

PROOF. Let  $F$  be an antiderivative of  $f$ . Then  $F'(x) = f(x)$  for all  $x$  in  $[a, b]$ . By the Mean Value Theorem, there exists a point  $c$  in  $(a, b)$  such that

$F(b) - F(a) = F'(c)(b - a) = f(c)(b - a)$ .

Since  $f$  is continuous on  $[a, b]$ , it follows that  $f(c) = \frac{1}{b-a} \int_a^b f(x) dx$ . Therefore,

$F(b) - F(a) = \int_a^b f(x) dx$ .





STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON  
COUNTY, TEXAS DESIGNATING AN AMENDED 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 7<sup>th</sup> day of December, 2015 on motion made by Brent Weaver, Commissioner of Precinct No 2, and seconded by Everette D. Alfred, Commissioner of Precinct No 4, 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 **ExxonMobil Beaumont Polyethylene Expansion Project (BPEX) Reinvestment Zone** facility in/near **Beaumont, TX** 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

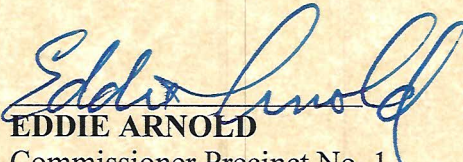
- Section 1. That the Commissioners Court hereby designates the property, **11440 U. S. Highway 90, Beaumont, TX** (mailing purposes only), Jefferson County, Texas **77713**, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment 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 7<sup>th</sup> day of December, 2015.





- 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.

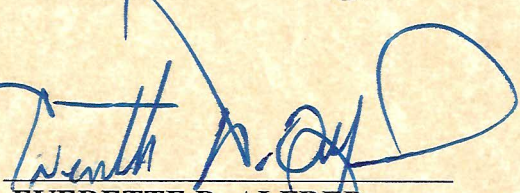
Signed this 7th day of December, 2015.

  
**JEFF R. BRANICK**  
 County Judge

  
**EDDIE ARNOLD**  
 Commissioner Precinct No. 1

  
**MICHAEL S. SINEGAL**  
 Commissioner Precinct No. 3

  
**BRENT A. WEAVER**  
 Commissioner Precinct No. 2

  
**EVERETTE D. ALFRED**  
 Commissioner Precinct No. 4





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ExxonMobil  
 Revised October 29, 2015  
 January 20, 2015  
 Page 2



City Limits line of said Beaumont, Texas, from which a 5/8 inch iron rod found, bears North 89 deg. 29 min. 28 sec. East, a distance of 338.09 feet;

**THENCE** South 02 deg. 42 min. 02 sec. East along and with the East line of said 282.98 acre tract, same being the West line of said 50.762 acre tract and the City Limits line of said Beaumont, Texas, at a distance of 2037.80 feet pass a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set at the Southwest corner of said 50.762 acre tract, same being the Northwest corner of said 93.855 acre tract, from which a 5/8 inch iron rod found, bears South 17 deg. 04 min. 12 sec. West, a distance 4.89 feet and continue on for a total distance of 4529.16 feet to the **PLACE OF BEGINNING**, containing 300.483 acres of land, more or less.

#### Tract 2 – 0.476 Acre Tract

**BEGINNING** at a 5/8 inch iron rod with cap stamped "Whiteley" found at the Southeast corner of said 0.82 acre tract, same being the Southwest corner of that certain John A. Jackson called 3.57 acre tract of land, more fully described and recorded in Volume 1114, Page 477 of said Deed Records and being in the North line of the Beaumont, Sour Lake & Western Railroad (100 foot wide right-of-way);

**THENCE** South 89 deg. 29 min. 28 sec. West along and with the South line of said 0.82 acre tract, same being the North line of said Beaumont, Sour Lake & Western Railroad right-of-way, a distance of 1027.89 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner at the intersection point of the North line of said Beaumont, Sour Lake & Western Railroad right-of-way with the South line of the Old Beaumont-Sour Lake Road (60 foot wide public right-of-way);

**THENCE** North 87 deg. 14 min. 24 sec. East along and with the North line of said 0.82 acre tract, same being the South line of said Beaumont-Sour Lake Road, a distance of 1027.14 feet to a point at the Northeast corner of said 0.82 acre tract, same being the Northwest corner of said 3.57 acre tract, from which a 5/8 inch iron rod with cap stamped "Whiteley", bears South 02 deg. 41 min. 36 sec. East, a distance of 0.19 feet;

**THENCE** South 02 deg. 41 min. 36 sec. East along and with the East line of said 0.82 acre tract, same being the West line of said 3.57 acre tract, a distance of 40.38 feet to the **PLACE OF BEGINNING**, containing 0.476 acre of land, more or less.

*(This description is based upon a survey made on the ground under my direct supervision on January 14, 2015 and is being submitted along with a survey plat showing the property and facts found as described herein. All bearings are based upon the Texas Coordinate System of 1983, South Central Zone '4204' (US Survey foot). All distances and acreages are surface with a combined adjustment factor of 1.00007 applied.)*

  
 Registered Professional Land Surveyor







Corporate Office:  
1480 Cornerstone Court  
Beaumont, Texas 77706  
Tel: 409.866.9769 Fax: 409.866.7075  
www.wortech.com

THENCE North 89 deg. 29 min. 28 sec. East along and with the North line of said 17.32 acre tract and said 282.98 acre tract, same being the South line of said Beaumont, Sour Lake & Western Railroad (100' wide right-of-way), a distance of 2736.94 feet to a 1 inch iron pipe found at the Northeast corner of said 282.98 acre tract, same being the Northwest corner of that certain Mobil Chemical Company called 50.762 acre tract of land, more fully described and recorded in Clerks File No. 9428650 of said Official Public Records and the

THENCE North 02 deg. 42 min. 10 sec. West along and with the West line of said 17.32 acre tract and Abstract No. 46, same being the East line of said Tract 6 and Abstract No. 24, a distance of 5042.94 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set at the Northwest corner of said 17.32 acre tract, from which an old T-Post cut off at the ground, bears South 55 deg. 59 min. 11 sec. East 0.90 feet;

THENCE South 78 deg. 47 min. 29 sec. West along and with the South line of said 282.98 acre tract and 17.32 acre tract, same being the North line of said Union Pacific Railroad, a distance of 2765.16 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set at the Southwest corner of said 17.32 acre tract, same being the Southeast corner of that certain Hebert-Green, L.P. called 295.76 acre tract of land, more fully described as Tract Six recorded in Clerk's File No. 9821343 of said Official Public Records and being in the West line of said Abstract No. 46, same being the East line of the James Gerish Sr. League, Abstract No. 24;

BEGINNING at a 1 inch iron pipe found at the Southeast corner of said 282.98 acre tract, same being the Southwest corner of that certain Betz Laboratories, Inc. called 93.855 acre tract of land, more fully described and recorded in Film Code No. 104-59-2312 of said Official Public Records and the City Limits line of Beaumont, Texas and being on the North line of that certain Union Pacific Railroad (formerly T. & N.O. Railroad) right-of-way recorded in Volume 7, Page 223 of said Deed Records, from which a 3/4 inch iron rod with cap stamped "Jeff. Co. Drainage Department 210", bears North 78 deg. 47 min. 29 sec. East, a distance of 2322.87 feet;

#### Tract 1 - 300.483 Acre Tract

BEING a 300.483 acre tract of land (Tract 1) and being all of that certain Socony Mobil Oil Company, Inc. called 282.98 acre tract and 17.32 acre tract of land, more fully described and recorded in Volume 1332, Page 423 of the Deed Records of Jefferson County, Texas and a 0.476 acre tract of land (Tract 2) out of and a part of that certain Mobil Oil Corporation called 0.82 acre tract of land, more fully described and recorded in Volume 2080, Page 94 of the Deed Records of Jefferson County, Texas. Said 300.483 acre tract of land (Tract 1) and 0.476 acre tract of land (Tract 2) being situated in the A. Savary League, Abstract No. 46, Jefferson County, Texas and being more particularly described as follows:

#### Tract 2 - 0.476 Acre Tract

Surveyor's Field Note Description: Tract 1 - 300.483 Acre Tract &

Revised October 29, 2015  
January 20, 2015

Texas Board of Professional Land Surveying  
Firm Registration No. 10105600

LAND SURVEYORS, INC.

**WORTTECH**

"Recognizing the landmarks of the past... setting our foresight towards the future with Advanced Geospatial Technology"

EXHIBIT "A"











## **AGENDA**

**December 7, 2015**

**Consider, possibly approve, authorize the County Judge to execute and receive and file an Abatement Agreement for Property located with the ExxonMobil Beaumont Polyethylene Project (BPEX) Reinvestment Zone pursuant to Section 312.401, Texas Tax Code.**





STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

### **ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and EXXON MOBIL OIL CORPORATION (hereinafter sometimes referred to as "EXXONMOBIL" OR "OWNER").

#### **1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the ExxonMobil Beaumont Polyethylene Expansion Project (BPEX) Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated July 20, 2015 (hereinafter referred to as the "REINVESTMENT ZONE")

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new polyethylene production facility and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the ExxonMobil Beaumont Polyethylene Project (BPEX) Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "D". It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of Exxon Mobil Oil Corporation.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE EXXONMOBIL BEAUMONT POLYETHYLENE EXPANSION PROJECT (BPEX) REINVESTMENT ZONE.**

## 3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. Owner will, in consultation with the Jefferson County Appraisal District, provide the County with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission



of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15% of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2019 which is expected to result from the Exempt Property Excess. It is understood and agreed that Owner will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

“Completion”, as used herein, shall mean the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours of work per year, is not a transferred from another area of the state, is

not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

"Payment in Lieu of Taxes" If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1 of the year following completion of construction of the facility and successful commissioning of the Project, projected to be 1/1/2020 at this time and shall terminate on December 31, 2029, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2016, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT "B": Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the second quarter, 2019), maintain a level of not less than 40 new full-time jobs, using headcount as of January 1, 2020 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 25 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 25 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s  
 A2 = revised Abatement \$s  
 E1 = 40 full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$



- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT after the tax year during which Completion of the PROJECT is attained;
- c. Construct the PROJECT with an estimated investment in excess of approximately \$1,000,000,000;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - (i) "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
  - (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.



- (iii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;
- h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- i. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
  - (i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
  - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - (iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
  - (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit "E". As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

## **6. VALUE OF ABATEMENT**

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit "B": "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

## **7. QUARTERLY MONITORING MEETINGS**

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00



annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

## **8. TAXABILITY**

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each year shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2020, as set forth on attached Exhibit "C", and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements are less than the Base Year Value, except that no such reduction of abatement shall be made should any reduction to Taxable Value of Eligible Property result from a Force Majeure event.

In the event the reduces its ad valorem taxes on personal property otherwise payable to the by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County Appraisal District.

It is understood and agreed that if, with respect to any tax year during the abatement, the Owner prevails in an action to contest the appraised value of any and all industrial realty improvement accounts that pertain to this on the basis of unequal appraised as defined by Property Tax Code Section 42.26, the following will occur:

- a. the abatement will be recalculated for any adjustments due to the contract floor; and,
- b. the abatement will be further reduced dollar for dollar for any amount that the value of the industrial realty improvements as determined by the Court is reduced from the value as set by the Appraisal Review Board for the tax year under contest.

## **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

## **11. EVENT OF DEFAULT**

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.



## 12. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

## 13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

## 14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

## 15. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: ExxonMobil Oil Corporation  
Property Tax Department  
P. O. Box 53  
Attention: Property Tax Agent Craig E. Mann  
Houston, TX 77001-0053

COUNTY: Hon. Jeff R. Branick, County Judge  
Jefferson County Texas  
P.O. Box 4025  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney  
 Criminal District Attorney  
 1149 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701  
 (409) 835-8550  
 (409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
 First Assistant: Staff Attorney  
 Jefferson County Courthouse  
 P. O. Box 4025,  
 Beaumont, Texas 77704  
 (409) 835-8466  
 (409) 839-2311 (facsimile)

#### **16. INTERPRETATION**

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

#### **17. APPLICABLE LAW AND VENUE**

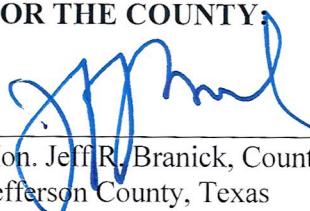
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

#### **18. SEVERABILITY**

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the \_\_ day of \_\_\_\_\_, 2015.

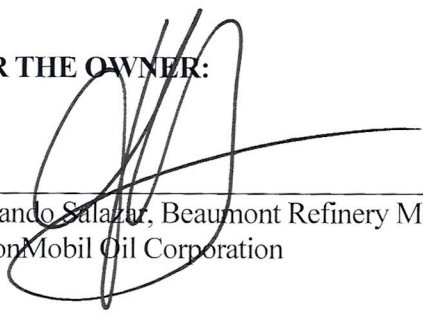
**FOR THE COUNTY:**



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Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

**FOR THE OWNER:**



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Fernando Salazar, Beaumont Refinery Manager  
ExxonMobil Oil Corporation

### **EXHIBIT “A” – “Description of Project”**

Construction of a world-class polyethylene manufacturing production line located alongside the current ExxonMobil Polyethylene Plant (BPEP) in Beaumont, TX.

The proposed project:

- Is estimated to employ approximately 1,400 construction workers during peak periods. In addition, about 40 permanent jobs would be added to the company’s workforce of 2,000 employees in the Beaumont area.
- Would also expand regional economic activity. If approved, ExxonMobil intends to make opportunities available for local contractors, subcontractors and vendors to participate in the project.
- Coupled with ExxonMobil’s U.S. sales and technology support network, would enable ExxonMobil Chemical to economically supply the market’s growing demand for high-performance polyethylene products. These premium products deliver sustainability benefits such as lighter packaging weight, lower energy consumption and reduced emissions.
- Reflects ExxonMobil’s continued confidence in the revitalization of the U.S. chemical industry resulting from increased natural gas development.

Domestic energy production continues to lift the U.S. economy and create jobs. The natural gas revolution in the United States, driven by industry innovation, is enabling U.S. chemical manufacturers like ExxonMobil to invest in the United States, create thousands of American jobs, and increase sales to domestic and global markets.

The facility would be constructed on approximately 300 acres of land (the defined boundary of the proposed Reinvestment Zone).

- Significant components of the facility would include: 1 Polymerization line
- 1 Finishing line
- Associated new utilities
- Control building
- Rail facilities
- Interconnecting lines to existing plant



**EXHIBIT “B” – “Tax Abatement Schedule”**

<b>Tax Year</b>		<b>Abatement Percentage</b>
1.	2020	100%
2.	2021	100%
3.	2022	100%
4.	2023	100%
5.	2024	100%
6.	2025	100%
7.	2026	100%
8.	2027	100%
9.	2028	100%
10.	2029	100%

**EXHIBIT “C” – “Base Year Property”**

This Base Year Value as certified will be attached as part of this Exhibit “C”, with the consent of the Parties, when same is calculated, adopted and certified by the Jefferson County Appraisal District. □

**EXHIBIT "D" – "Reinvestment Zone"***July 20, 2015*

Jeff R. Branick, County Judge  
 Eddie Arnold, Commissioner, Precinct One  
 Brent A. Weaver, Commissioner, Precinct Two  
 Michael S. Sinegal, Commissioner, Precinct Three  
 Everett "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
 OF COMMISSIONERS' COURT  
 OF JEFFERSON COUNTY, TEXAS  
 July 20, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at 1:30 PM, on the 20th day of July 2015 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:

Budget Workshop Schedule 2015-2016 will be held this week (SEE ATTACHED SCHEDULE)

**INVOCATION:** Everett "Bo" Alfred, Commissioner, Precinct Four

**PLEDGE OF ALLEGIANCE:** Eddie Arnold, Commissioner, Precinct One

**AGENDA ITEM****July 20, 2015**

Consider, possibly approve, execute, receive and file an order creating the ExxonMobil Beaumont Polyethylene Expansion Project (BPEX) Reinvestment Zone pursuant to Sec. 312.401, Texas Tax Code (the Property redevelopment and Tax Abatement Act.) **(Public hearing was conducted with no comment on July 13, 2015.)**

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)

Section 1. That the Commissioners Court hereby designates the property, **11440 U. S. Highway 90, Beaumont, TX** (mailing purposes only), Jefferson County, Texas **77713**, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")

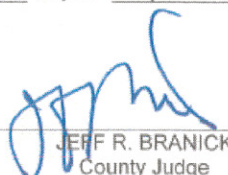
Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

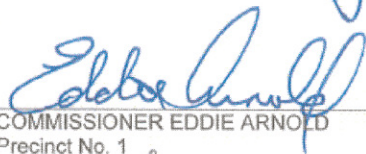
Section 4. That the Commissioners Court held a public hearing to consider this Order on the \_\_\_\_\_ day of July, 2015.

- 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.

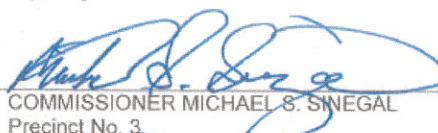
Signed this \_\_\_\_\_ day of July, 2015.



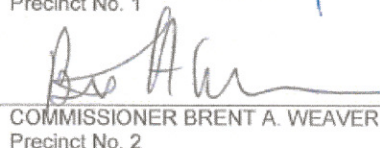
JEFF R. BRANICK  
County Judge



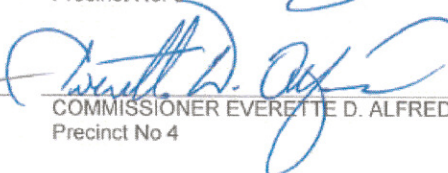
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3



COMMISSIONER BRENT A. WEAVER  
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4

**EXHIBIT “E” – “List of HUB/ DBE Companies”**

List to be provided by Jefferson County, per verbiage in the current Uniform Tax  
Abatement Policy



## Minority Business Directory

**\* Indicates certification as a HUB/DBE has been obtained**

### **Accountants/ Certified Public**

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website: [www.comprotax.com](http://www.comprotax.com)

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: [zenoandassociate@aol.com](mailto:zenoandassociate@aol.com)

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website: [www.comprotax.com](http://www.comprotax.com)

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
Email: [sclark@theanngroup.com](mailto:sclark@theanngroup.com)

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website: [www.comprotax.com](http://www.comprotax.com)





Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

### **Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

### **Agricultural**

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

### **Air Conditioning Repair**

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)



LanLos Appliance & Air Conditioning Repair  
 P.O. Box 5513  
 Beaumont, TX 77726  
 Tel: 409-724-4101

Villery's  
 Refrigeration & Air Conditioning Service  
 Tel: 409-838-2233

### **Barbecue/ Caterers**

Charlie Dean  
 Dean's Bar-B-Q & Catering  
 805 Magnolia  
 Beaumont, TX 77701  
 Tel: 409-835-7956

Eugene Sam  
 Tillmans Barbecue Pit  
 1104 Sherman St  
 Beaumont, TX 77701  
 Tel: 409-838-5592

Gerard's Barbecue Diner  
 3730 Fannett Rd  
 Beaumont, TX 77705  
 Tel: 409-842-9135

Jack Patillo Barbecue  
 2775 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-833-3154

Leonard Broussard  
 Broussard's Bar-B-Q  
 2930 S. 11<sup>th</sup> Street  
 Beaumont, TX 77701  
 Tel: 409-842-1221

\*Mouton's Catering  
 3845 Washington Blvd  
 Beaumont, TX 77705  
 Tel: 409-842-4933



**Carpet/ Flooring**

\*Alton & Michelle Babineaux  
 Bab's Carpet  
 4940 Highland Ave.  
 Beaumont, TX 77705  
 Tel: 409-833-7484  
 Fax: 409-790-4218

Delores Fruge  
 Power Stretch Carpet  
 502 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Home: 409-832-8626  
 Cell1: 409-617-1862  
 Cell2: 409-338-9907  
 Fax: 409-833-3230

Raymon and Sharonne Morris  
 Morris and Morris Floor Covering  
 4515 Ironton  
 Beaumont, TX 77703  
 Home: 409-833-5011  
 Tel: 409-553-9861

**Computer Service & Repair**

Chris Martin  
 601 Woodworth  
 Port Arthur, TX 77642  
 Tel1: 409-982-3528  
 Tel2: 409-982-3529

David Leaven / Marcus Frank  
 F & L Computer Solutions  
 P.O. Box 328-A  
 Winnie, TX 77665  
 Tel: 409-351-1256

**Consultant**

Felicia Young, Owner  
 Five Star Business Solutions  
 Tel: 409-466-6038





**Contractors /Construction Services/Community Development/  
Home Builders**

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: <a href="mailto:www.coastaltxs@aol.com">www.coastaltxs@aol.com</a>

Cornelius Harris  
Alamo Contractors

Don LaFleur  
Don LaFleur Construction & Homes  
5681 Eastex Freeway  
Beaumont, TX 77708  
Tel: 409-347-0593

Donald Ray Wise  
Wise Barricades  
Tel: 409-835-5113



Eddie Senigaur  
 Senigaur Home Builder & General Contractor  
 3196 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-842-5220  
 Fax: 409-842-2983

Jerry Ball- VP  
 EnviroTech Services LLC  
 Southeast Texas Division  
 3024 Commerce St.  
 Port Arthur, TX 77642  
 Tel: 409-790-5910  
 Toll Free: 800-286-3695  
 Email: [jerry.ball@osfinc.net](mailto:jerry.ball@osfinc.net)

\*Joshua Allen  
 J. Allen contractors, Inc.  
 Tel: 409-833-8947  
 Email: [office@jallenmgmt.com](mailto:office@jallenmgmt.com)

Lloyd Broussard  
 EnviroTech Services, LLC  
 4002 Caroline Street  
 Houston, TX 77004  
 Tel: 713-551-6671

Ernestine Wade  
 Gulf Coast Industrial Contractors, Inc.  
 Tel: 409-842-1522

Joe Wheaton  
 Joe Wheaton Construction Co.

Johnny Casmore  
 Builders, Inc.  
 7295 Ellen Lane  
 Beaumont, TX 77708  
 Tel: 409-892-2223  
 Fax: 409-466-1251

Joseph D. Deshotel  
 DEZ-TEX Construction, Inc.  
 Tel: 409-842-4844

\*Kenny Timms  
 KT Maintenance  
 Tel: 409-982-9952  
 Email: [Kenny.tims@ktmaintenance.com](mailto:Kenny.tims@ktmaintenance.com)



Mr. Vories Lornette, Sr.  
Faith Construction  
Tel: 409-794-2615

Mr. Matt Hopson  
Southeast TX Community Development  
1460 Gladys  
Beaumont, TX 77701  
Tel: 409-835-7527  
Fax: 409-835-1680  
Email: [mhopson@setcdc.org](mailto:mhopson@setcdc.org)

Mrs. Antoinette J. Hardy  
Beaumont Community Development  
505 E. Florida  
Beaumont, TX 77705  
Tel: 409-813-2158  
Fax: 409-813-2165  
Email: [ahardy1969@yahoo.com](mailto:ahardy1969@yahoo.com)

Ms. Mary Randall  
J&M construction  
Tel: 409-842-0967

Naomi Lawrence-Lee  
CNB Development Group  
Tel: 409-767-8037  
Email: [nlee@cnbhomes.com](mailto:nlee@cnbhomes.com)

Ories Holmes  
Ories Holmes Construction  
Tel: 409-842-3943

Paul Buxie  
Buxie Builders  
Tel: 409-833-2028

Perkins brown  
Brown Fencing & construction  
Tel: 409-833-1533

R. Anthony Lewis II  
Custom Home Design & Building  
Tel: 409-839-4735

Ray Marsh  
RAM Contracting Services  
Tel: 214-597-0541  
Email: [ray@rammep.com](mailto:ray@rammep.com)





Richard Gilbert / Bruce Dunbar  
 Owner / Superintendent  
 GP Realty Building Co.  
 648 Orleans  
 Beaumont, TX 77701  
 Richard Tel: 281-895-7773  
 Bruce Tel: 409-454-6356  
 Fax: 409-835-6775

\*Roosevelt Petry  
 GP Industrial Contractors, Inc.  
 rpetry@gpic2000.com  
 Port Arthur, TX 77640  
 Tel: 281-850-8889

Steve Andrus  
 Andrus Construction  
 Beaumont, TX 77703  
 Home: 409-835-4397  
 Work: 409-835-8629  
 Cell: 409-466-1860

William Kenebrew, Sr.  
 Kenebrew Masonary  
 Tel: 409-866-3310

### **Commodities**

\*Loma George  
 LG Supplies  
 9545 Riggs Street  
 Beaumont, TX 77707  
 lomageorge@att.net  
 Tel: 409-782-4086

### **Copy Services**

Jeanette Rideau  
 Reliable Copy Service  
 2498 Washington Blvd -B  
 Beaumont, TX 77705  
 Tel: 409-835-1218  
 Fax: 409-838-0064  
 Email: [jeanetteRCS@sbcglobal.net](mailto:jeanetteRCS@sbcglobal.net)



**Council**

Beverly L. Hatcher- President  
 Golden Triangle Minority Council, Inc.  
 P.O. Box 21664  
 Beaumont, TX 77720-1664  
 Tel: 409-962-8530  
 Fax: 409-898-8077  
 Email: [gtmbc@ih2000.net](mailto:gtmbc@ih2000.net)  
 Website: [www.gtmbc.com](http://www.gtmbc.com)

**Electrical/ Mechanical Contractors**

Calvin Walker  
 Walker's Electric Company  
 2916 Magnolia Street  
 Beaumont, TX 77703  
 Tel: 409-212-9244  
 Fax: 409-212-9245

\*Gregory T. Johnson, Sr.  
 GJETCO  
 P.O. Box 22735  
 Beaumont, TX 77720  
 Tel: 409-866-3829  
 Fax: 409-866-6962

\*Joseph C. Ledet, III  
 Ledet Electrical Services  
 Tel: 409-896-5471  
 Cell: 409-791-1366

Ray Marsh  
 RAM Electrical & Mechanical Contractors  
 3467 Elinor  
 Beaumont, TX 77705  
 Cell: 214-597-0541  
 Fax: 972-539-2422  
 Email: [ray@ram4mep.com](mailto:ray@ram4mep.com)



### **Employment Services**

Imogene Chargois  
 Texas Workforce Centers of Southeast Texas  
 304 Pearl Street  
 Beaumont, TX 77701  
 Tel: 409-839-8045  
 Fax: 409-835-0774  
 Email: [imogene.chargois@setworks.org](mailto:imogene.chargois@setworks.org)

\*Luis G. Silva  
 Silva Employment Network  
 2901 Turtle Creek Drive, Suite 205  
 Port Arthur, TX 77642  
 Tel: 409-727-4024  
 Fax: 409-727-4094  
 Email: [lgsilva1940@aol.com](mailto:lgsilva1940@aol.com)

### **Energy**

Syed Mohiuddin  
 Apex Petroleum & Energy Xpress, LLC  
 The Apex Plaza  
 9100 SW Freeway, Suite 201  
 Houston, TX 77074  
 Tel: 713-541-2755  
 Fax: 713-541-5535  
 Website: [www.syed@apexgroupofcompaines.com](http://www.syed@apexgroupofcompaines.com)

### **Engineers**

\*Andy Chica  
 Chica & Associates Inc.  
 595 Orleans, Suite 508  
 Beaumont, TX 77701  
 Tel: 409-833-4343

Sina K. Nejad, P.E.  
 Sigma Engineers, Inc.  
 4099 Calder Avenue  
 Beaumont, TX 77706  
 Tel: 409-898-1001  
 Fax: 409-898-3420  
 Email: [mail@sigmaengineers.com](mailto:mail@sigmaengineers.com)





**Environmental**

Bennard L. Nelson, Jr.  
 Legacee Environmental  
 6001 Savoy, Suite 204  
 Houston, TX 77035  
 Tel: 713-218-8647  
 Fax: 713-218-8649  
 Email: [bnelson@legaceeenvironmental.com](mailto:bnelson@legaceeenvironmental.com)

**Florists- Retail**

Mr. Walter McCloney  
 McCloney Florist  
 2690 Park St  
 Beaumont, TX 77701  
 Tel: 409-838-6861  
 Fax: 409-838-0085  
 Email: [waltermccloney@sbcglobal.net](mailto:waltermccloney@sbcglobal.net)

**Home Repair & Maintenance**

Clinton Ford  
 Clint's Maintenance and Repairs  
 8345 Lawrence Drive  
 Beaumont, TX 77708  
 Tel: 409-899-4547

**Industrial Consultant**

B.D. Belvin and Assoc.  
 Consulting Business Development  
 9692 Westhiemer Rd., Suite 83  
 Houston, TX 77063  
 Tel: 512-789-8178  
 Email: [david@bdbelvin.com](mailto:david@bdbelvin.com)  
 Website: [www.bdbelvin.com](http://www.bdbelvin.com)

Glenn J. Walters  
 Home Sweet Home Enterprise, Inc.  
 5212 Culpepper PL  
 Wesley Chapel, FL 33544  
 Tel: 813-907-9499  
 Cell: 813-503-8896  
 Fax: 813-994-9557  
 Email: [glennjwalters@aol.com](mailto:glennjwalters@aol.com)



### **Insurance**

Bobby L. Holmes  
Farmers Insurance Group  
1120 Woodworth Blvd.  
Port Arthur, TX 77640  
Tel: 409-982-1200  
Fax: 409-982-1300  
Email: [bholmes@farmeragent.com](mailto:bholmes@farmeragent.com)

Byron Lewis  
LRC Insurance, Inc.  
190 S. Dowlen Road  
Beaumont, TX 77707  
Tel: 409-866-7073  
Cell: 409-466-3664  
Email: [lrcinsurance@yahoo.com](mailto:lrcinsurance@yahoo.com)

Charles E. Taylor  
Farmers Insurance Group  
3355 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-842-8300  
Home: 409-866-8412  
Email: [mrcharlestaylor@cs.com](mailto:mrcharlestaylor@cs.com)

O'Dell E. Harmon  
A & M Marketing  
595 Orleans, Suite 1128  
Beaumont, TX 77701  
Tel: 409-466-2533  
Email: [odharm21@yahoo.com](mailto:odharm21@yahoo.com)  
Website: [www.coloniallife.com](http://www.coloniallife.com)

Lora Brooks Francis  
Insurance Medical Services, Inc.  
8100 Lemon Tree Court  
Port Arthur, TX  
Tel & Fax: 409-722-0077  
Cell: 409-289-0945

Mark A. Williams  
Protectors Insurance & Financial Services  
2600 South Loop West, Suite 520  
Houston, TX 77054  
Tel: 832-347-6080  
Fax: 713-660-9977





Email: [mwilliams@protectorinsurance.com](mailto:mwilliams@protectorinsurance.com)

Mr. Lawrence Evans  
Farmers Insurance Co.  
3355 Washington Blvd.  
P.O. Box 22897  
Beaumont, TX 77720  
Tel: 409-842-8300  
Fax: 409-842-8304  
Email: [levansinsurance@msn.com](mailto:levansinsurance@msn.com)

Tarik Cooper  
Frank and Cooper, Inc.  
125 IH 10 North Street, Suite 410  
Beaumont, TX 77707  
Tel: 409-284-5341  
Cell: 409-939-0247

Thelma Jefferson  
Discount Medical & Dental  
5125 Folsom  
Beaumont, TX 77706  
Tel1: 409-899-9194  
Tel2: 409-4661822  
Email: [cautiousscenery@aol.com](mailto:cautiousscenery@aol.com)

### **Investment**

Connie D. Gist  
EdwardJones  
4414 Dowlen Road, Suite 102  
Beaumont, TX 77706  
Tel1: 409-896-5852  
Toll Free1: 888-368-2620  
Toll Free2: 888-898-7188  
Website: [www.edwardjones.com](http://www.edwardjones.com)

### **Lawn Care**

Ava S. Hamilton  
B & A Lawn Care Service  
P.O. Box 22855  
Tel1: 409-866-9399  
Tel2: 409-651-9955  
Tel3: 409-651-9954



\*Michael Alfred  
The Garden of Gethsemane  
Tel: 409-842-2773

**Logistic**

\*Ray Deshotel  
Beaumont Warehouse-Transportation  
P.O. Box 20477  
Beaumont, TX 77720  
Tel: 409-883-9997  
Fax: 409-883-4208  
Cell: 409-299-0053  
Email: [ldeshotel@pnx.com](mailto:ldeshotel@pnx.com)

**Maintenance**

Kenny L. Tims, Sr.- President  
KT Maintenance Company, Inc.  
800 Proctor Street  
Port Arthur, TX 77640  
Tel: 409-982-9952  
Fax: 409-982-4851  
Email: [kenny.tims@ktmaintenance.com](mailto:kenny.tims@ktmaintenance.com)

**Misc.**

Clarence C. Jones  
M&R Cleaning Services  
Tel: 409-833-4535

Delois Roy  
Art World  
Tel: 409-892-7638

J.M. Kaufman  
J.M. Kaufman Materials Co.  
Tel: 409-985-4906

James Holmes  
James Holmes Enterprises, Inc.  
Tel: 409-842-3685





\*Toni Prados  
 Area Impressions Caps & T's  
 Tel: 409-833-4561  
 Email: bprados@swbell.net

### **Office Supply**

Howard Giron  
 Select Business Products  
 P.O. Box 22741  
 Beaumont, TX 77720  
 Tel: 409-866-3224  
 Fax: 409-866-1401

### **Pest Control**

Colton (Bubba) Moore, Owner  
 Moore Superior Pest Control, Inc.  
 Tel: 409-899-1799

### **Photography**

Harold's Photography  
 2705 S. Fourth St  
 Beaumont, TX 77705  
 Tel: 409-794-5376  
 Fax: 409-842-4143  
 Email: [haynes.haynes@sbcglobal.net](mailto:haynes.haynes@sbcglobal.net)

Johnny Beatty Barry  
 Photographer & Videographer  
 2906 Roberts St.  
 Beaumont, TX 77701  
 Tel: 409-842-3903

Sonny Perkins  
 Sonny's Video  
 2290 Morrison  
 Beaumont, TX 77701  
 Tel: 409-832-9380

### **Plumbing**

A.J.  
 Martha's Sewage and Drainage Service  
 2370 Columbia Street



Beaumont, TX 77701  
Tel: 409-833-2796

Charles chevis  
Joe Simon Plumbing & Heating  
Tel: 409-842-0490

**News/ Media/ Publications**

Angel San Juan  
KFDM 6 & WB 10 KWBB  
P.O. Box 7128  
Beaumont, TX 77726-7128  
Tel: 409-895-4661  
Fax: 409-892-7305  
Email: [angels@kfdm.com](mailto:angels@kfdm.com)

Helen Hunter Tubbs  
Spotlight Magazine  
P.O. Box 41203  
Beaumont, TX 77725  
Tel: 409-832-3494  
Fax: 409-832-6171

Jesse Samuels, Sr.  
Cumulus  
755 S. 11<sup>th</sup> Street, Suite 102  
Beaumont, TX 77701  
Tel: 409-833-9421  
Fax: 409-833-9296  
Home: 409-983-5404

Jessie Haynes  
NAC Publishing- 10 Stupid Things  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222

Mr. A. B. Bernard  
BGI Enterprise  
PO Box 22077  
Beaumont, TX 77720-2077  
Tel: 409-833-0303  
Fax: 409-833-0744

Ms. Vicke Frank  
KZZB Radio





2531 Calder Ave.  
 Beaumont, TX 77702  
 Tel: 409-833-0990  
 Fax: 281-424-7588

Tracie Payne  
 CUSH Magazine  
 P.O. Box 22197  
 Beaumont, TX 77720  
 Tel: 409-212-1111  
 Website: [www.cush.com](http://www.cush.com)

### **Purchasing/ Procurement**

Odell Wynn  
 WGN Procurement  
 2626 South Loop West, Suite 545  
 Houston, TX 77054  
 Tel: 713-857-8359

### **Real Estate**

Dr. Kevin Moulton  
 Synergy International Realty  
 2955 Laurel St.  
 Beaumont, TX 77702  
 Tel: 409-835-1111  
 Fax: 409-866-5463  
 Email: [drvinnie@sbcglobal.net](mailto:drvinnie@sbcglobal.net)

Kim Fenner  
 ERA Team REALTORS  
 2396 Eastex Freeway  
 Beaumont, TX 77703  
 Tel: 409-898-0701  
 Fax: 409-898-8591  
 Cell: 409-893-0735  
 Email: [kim.fenner@era.com](mailto:kim.fenner@era.com)  
 Website: [www.erateamrealtors.com](http://www.erateamrealtors.com)

Mr. Pat Gibbs  
 G-Team Real Estate  
 3229 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-832-2500  
 Fax: 409-832-2515  
 Email: [phgibbs@sbcglobal.net](mailto:phgibbs@sbcglobal.net)



Mrs. Dee Richard Chavis  
 Dee Richard Real Estate  
 999 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Tel: 409-839-4580  
 Fax: 409-839-4395  
 Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
 Dee Richard Real Estate  
 999 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Tel: 409-839-4580  
 Fax: 409-839-4395  
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 Email: [drealestate@ft.rr.com](mailto:drealestate@ft.rr.com)

Mrs. Willie Mae Thomas  
 Five Brothers Investments  
 6140 W. Windemere Dr.  
 Beaumont, TX 77713  
 Tel: 409-898-4100  
 Cell: 409-201-0777  
 Fax: 409-898-4090  
 Email: [grannysboy4@yahoo.com](mailto:grannysboy4@yahoo.com)

Walter Kyles, Jr. & Co.  
 Insurance- Real Estate- Construction  
 2875 Washington Blvd  
 Beaumont, TX 77705  
 Tel: 409-842-3444  
 Fax: 409-842-9770  
 Cell: 409-338-1365  
 Email: [kyles@aol.com](mailto:kyles@aol.com)





### **Restaurants**

Floyd & Carol Dixon  
Southern Delight Restaurant  
3195 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-840-5025

Frank Owens, Proprietor  
Dairy Queen  
3755 College St.  
Beaumont, TX 77701  
Tel: 409-838-4723

Nolan Hines, Jr.  
Taste of Orleans  
672 Orleans St.  
Beaumont, TX 77701  
Tel: 409-833-9460  
Cell: 409-553-4632  
Fax: 409-833-9470  
Website: [www.tasteoforleansonline.com](http://www.tasteoforleansonline.com)

### **Roofing**

John & Lawrence  
Norman & Norman Roofing  
Beaumont, TX  
John Tel: 409-454-8586  
Lawrence Tel: 409-838-4266

### **Sanitary Supply**

Armstead Price, Owner  
MVP Janitorial Inc.  
5430 Concord Road, Suite A  
P.O. Box 22961-2961  
Beaumont, Tx 77720  
Tel: 409-347-4100  
Cell: 409-454-5100

\*S and S – Enterprises  
PO Box 1983  
Beaumont, TX 77704  
Tel: 409-842-0594  
Fax: 409-842-0594  
Pager: 409-726-3624



The Invisible Armor  
Tammy Powell  
P.O. Box 22492  
Beaumont, TX 77720  
Tel: 409-840-9801  
Fax: 409-840-9815  
Email: [www.iarmor.net](http://www.iarmor.net)

### **Trophies**

\*Harold Williams & Sherrie Charles  
AAA Trophy Shop & Etc.  
4570 Highland Ave  
Beaumont, TX 77705  
Tel: 409-651-6050  
Fax: 409-842-6473  
Email: [aaatrophysshop@yahoo.com](mailto:aaatrophysshop@yahoo.com)

### **Trucking/Heavy Hauling**

Alex J. Jeanmard  
J&J Trucking  
Tel: 409-833-3026

Erwin Charles  
Charles Trucking  
Tel: 409-835-5805

Delisa Bean  
Dawn Express  
2005 Broadway, Suite 113  
Beaumont, TX 77702  
Tel: 409-212-8222

Frank Patillo  
Frank Patillo Trucking  
Tel: 409-833-0804

Gerald Castille  
G&S Trucking & Mowing  
Tel: 409-832-8347

Chris Gobert  
Gobert Trucking Company  
Tel: 409-838-5079

Jerry P. Bernard



Bernard's Trucking  
Tel: 409-842-1259

Joseph Charles  
J&P Trucking  
Tel: 409-835-3119

Mrs. Shelia M. Mire  
W&S Mire Trucking

Roland Eaglin  
Roland Eaglin Trucking  
Tel: 409-835-0100

**Wrecker Services**

Mr. Chuck Guillory  
Chuck's Wrecker Service  
2945 Blanchette Service  
Beaumont, TX 77701  
Tel: 409-832-8228  
Fax: 409-833-8348

Tommy Guillory  
Guillory's Wrecker Services  
4020 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-5106  
Bernard Simon  
Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722





**EXHIBIT "F"**  
**"Jefferson County Abatement Policy"**

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

## EXHIBIT "G" – "AFFILIATES OF OWNER"

Listing obtained from the Jefferson County Appraisal District

434725	CS MOBIL
390693	EXXON CHEMICALS AMERICA
480897	EXXON CHEMICALS AMERICA
480939	EXXON MOBIL CORPORATION
469979	EXXON MOBIL CORPORATION
474871	EXXON MOBIL CORPORATION
223188	EXXON MOBIL CORPORATION
189079	EXXONMOBIL CORP
189080	EXXONMOBIL CORP
355588	EXXONMOBIL CORP
431428	EXXONMOBIL CORP
453769	EXXONMOBIL CORP
480772	EXXONMOBIL OIL CORP
447235	EXXONMOBIL OIL CORPORATION
471934	EXXONMOBIL OIL CORPORATION
487060	EXXONMOBIL OIL CORPORATION
480966	EXXONMOBIL PIPELINE CO
223186	EXXONMOBIL PIPELINE CO
386754	INFINEUM USA LP
239758	INFINEUM USA LP
403980	MOBIL CHEMICAL CO
453770	MOBIL CHEMICAL CO
294291	MOBIL CHEMICAL CO - LDPE
444128	MOBIL PIPE LINE CO
480771	MOBIL PIPELINE CO
454180	MOBIL PROD TEX & NM INC
455688	NECHES RIVER TREATMENT CO
201305	NECHES RIVER TREATMENT CO
480776	NECHES RIVER TREATMENT CORP
480896	STATE STREET BANK & TRUST CT
418800	TEXAS SEA RIM PIPELINE INC
480870	WILMINGTON TRUST CO



## **AGENDA**

**December 7, 2015**

**Consider, possibly approve, authorize the County Judge to execute and receive and file an Abatement Agreement for Property located with the ExxonMobil Beaumont Refinery Complex Project (SCANfiner) Reinvestment Zone pursuant to Section 312.401, Texas Tax Code.**







STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

### ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and EXXON MOBIL OIL CORPORATION. (hereinafter sometimes referred to as "EXXONMOBIL" OR "OWNER").

#### 1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the ExxonMobil Refinery Complex Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated July 20, 2015 (hereinafter referred to as the "REINVESTMENT ZONE")

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new SCANfiner Processing Unit and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the ExxonMobil Beaumont Refinery Complex Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "D." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction

plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of OWNER.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE ExxonMobil Beaumont Refinery Complex Reinvestment Zone.**

## 3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. Owner will, in consultation with the Jefferson County Appraisal District, provide the County with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which



this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15% of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2018 which is expected to result from the Exempt Property Excess. It is understood and agreed that ExxonMobil will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours of work per year, is not transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

"Payment in Lieu of Taxes" If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

#### **4. TERM OF ABATEMENT**

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2018 and shall terminate on December 31, 2028, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2016 this AGREEMENT shall be null and void.

#### **5. OWNER REPRESENTATIONS/OBLIGATIONS**

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT "B": Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2017, maintain a level of not less than 5 new full-time jobs, using headcount as of January 1, 2018 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 5 full-time jobs for total on site employment by OWNER during said remaining term. In the event that such employment falls below 5 full-time jobs for total on site employment by OWNER relating to the PROJECT during any tax year of such remaining term, the Abatement for such tax year shall be reduced proportionate to such employment decline per the example calculation cited below where:



$A1$  = initial Abatement \$s  
 $A2$  = revised Abatement \$s  
 $E1$  = 5 full-time jobs  
 $E2$  = revised employee count  
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite full-time jobs levels to the COUNTY, annually during each tax year under this AGREEMENT after the tax year during which completion of the PROJECT is attained;
- c. Construct the PROJECT with an estimated investment in excess of approximately \$450,000,000;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - (i) Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “Local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
  - (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual



obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

- ii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;
- h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- i Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
  - (i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
  - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - (iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
  - (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this AGREEMENT. A list of HUB/DBE

vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit "E". As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

## **6. VALUE OF ABATEMENT**

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit "B": "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

## **7. QUARTERLY MONITORING MEETINGS**

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information



which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

## **8. TAXABILITY**

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each year shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2018, as set forth on attached Exhibit "C", and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

In the event the Owner reduces its ad valorem taxes on personal property otherwise payable to the County by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County

It is understood and agreed that if, with respect to any tax year during the abatement, the Owner prevails in an action to contest the appraised value of any and all industrial realty improvement accounts that pertain to this agreement on the basis of unequal appraised as defined by Property Tax Code Section 42.26, the following will occur:

- a. the abatement will be recalculated for any adjustments due to the contract floor; and,

- b. the abatement will be further reduced dollar for dollar for any amount that the value of the industrial realty improvements as determined by the Court is reduced from the value as set by the Appraisal Review Board for the tax year under contest.

## **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

## **11. EVENT OF DEFAULT**

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.



## **12. ASSIGNMENT**

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

## **13. ENTIRE AGREEMENT**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

## **14. SUCCESSORS AND ASSIGNS**

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.



**15. NOTICE**

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Exxon Mobil Corporation  
Property Tax Department  
P. O. Box 53  
Attention: Property Tax Agent Craig E. Mann  
Houston, TX 77001-0053

COUNTY: Hon. Jeff R. Branick, County Judge  
Jefferson County Texas  
P.O. Box 4025  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney  
1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8550  
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
First Assistant: Staff Attorney  
Jefferson County Courthouse  
P. O. Box 4025,  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

## 16. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

## 17. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

## 18. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 7<sup>TH</sup> day of DECEMBER, 2015.

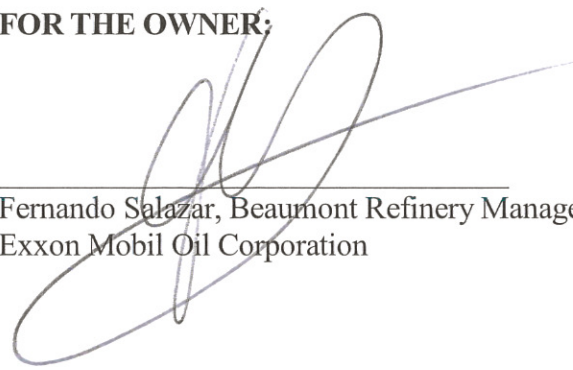
**FOR THE COUNTY:**

  
 \_\_\_\_\_  
 Hon. Jeff R. Branick, County Judge  
 Jefferson County, Texas

By: \_\_\_\_\_

\_\_\_\_\_  
 Title:

**FOR THE OWNER:**



\_\_\_\_\_  
Fernando Salazar, Beaumont Refinery Manager  
Exxon Mobil Oil Corporation

**EXHIBIT A "Description of Project"**

The proposed project is a facility which will increase the ExxonMobil Beaumont Refinery's capacity to produce high-quality, ultra low-sulfur gasoline and diesel fuels.

The facility would be constructed on approximately 1.5 acres of land (which is entirely contained in the defined boundary of the ExxonMobil Beaumont Refinery Complex Reinvestment Zone).

Significant components of the facility would include:

- Recycle Compressors
- Reactors
- Cooling Tower
- Drums
- Scrubbers
- Pumps
- Analyzers
- Instrumentation and Controls
- Fractionation Units
- Utilities Service Upgrade
- Building
- Condensers

**EXHIBIT “B” - “Tax Abatement Schedule”**

<b>Tax Year</b>		<b>Abatement Percentage</b>
1.	2018	90%
2.	2019	90%
3.	2020	90%
4.	2021	90%
5.	2022	90%
6.	2023	90%
7.	2024	90%
8.	2025	90%
9.	2026	90%

**EXHIBIT "C" - "Base Year Value"**

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District. ☐



**EXHIBIT "D" – "Reinvestment Zone"**

1

*Notice of Meeting and Agenda and Minutes**July 20, 2015***SPECIAL, 7/20/2015 1:30:00 PM**

BE IT REMEMBERED that on July 20, 2015, 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 (ABSENT)

Tim Smith

Honorable Carolyn L. Guidry, County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

**AGENDA ITEM****July 20, 2015**

Consider, possibly approve, execute, receive and file an order creating the ExxonMobil Beaumont Refinery Complex Reinvestment Zone pursuant to Sec. 312.401, Texas Tax Code (the Property redevelopment and Tax Abatement Act.) **(Public Hearing was conducted with no comment on July 13, 2015.)**

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 \_\_\_\_\_, 2015 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,

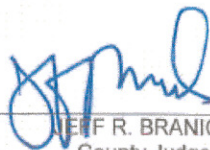
WHEREAS, it is in the best interest of the County to designate the **ExxonMobil Beaumont Refinery Complex Reinvestment Zone** facility in/near **Beaumont, TX** a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

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

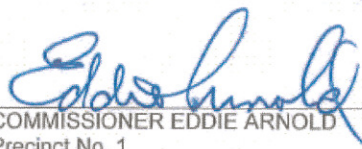
- Section 1. That the Commissioners Court hereby designates the property, 1795 Burt Street, Beaumont, TX, 1795 Burt St., Beaumont, Jefferson County, Texas 77704, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "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 \_\_\_\_\_ day of July, 2015.

- 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 July, 2015.



JEFF R. BRANICK  
County Judge



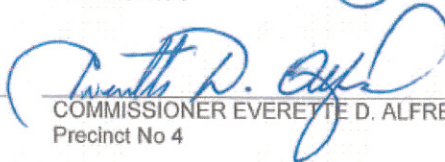
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

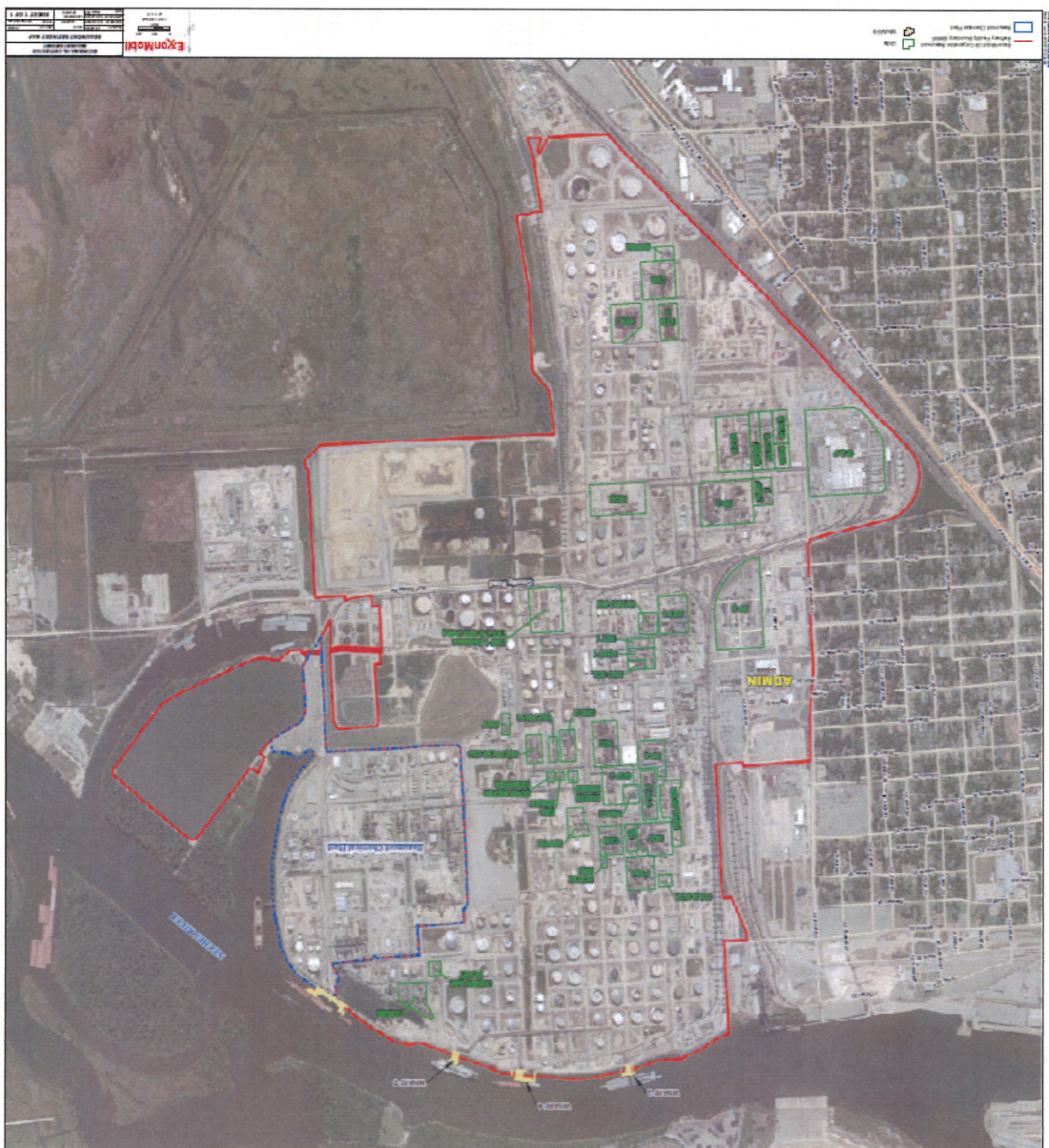


COMMISSIONER BRENT A. WEAVER  
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4







**EXHIBIT “E” – “List of HUB/ DBE Companies”****Minority Business Directory**

**\*Indicates certification as a HUB/DBE has been obtained.**

List to be provided by Jefferson County, per verbiage in the current Uniform Tax  
Abatement Policy

**Exhibit "F"****Jefferson County Amended Uniform Tax Abatement Policy - 2014**

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

## Minority Business Directory

**\* Indicates certification as a HUB/DBE has been obtained**

### **Accountants/ Certified Public**

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website: [www.comprotax.com](http://www.comprotax.com)

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: [zenoandassociate@aol.com](mailto:zenoandassociate@aol.com)

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website: [www.comprotax.com](http://www.comprotax.com)

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
Email: [sclark@theanngroup.com](mailto:sclark@theanngroup.com)

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website: [www.comprotax.com](http://www.comprotax.com)



Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

### **Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

### **Agricultural**

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

### **Air Conditioning Repair**

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)





LanLos Appliance & Air Conditioning Repair  
 P.O. Box 5513  
 Beaumont, TX 77726  
 Tel: 409-724-4101

Villery's  
 Refrigeration & Air Conditioning Service  
 Tel: 409-838-2233

### **Barbecue / Caterers**

Charlie Dean  
 Dean's Bar-B-Q & Catering  
 805 Magnolia  
 Beaumont, TX 77701  
 Tel: 409-835-7956

Eugene Sam  
 Tillmans Barbecue Pit  
 1104 Sherman St  
 Beaumont, TX 77701  
 Tel: 409-838-5592

Gerard's Barbecue Diner  
 3730 Fannett Rd  
 Beaumont, TX 77705  
 Tel: 409-842-9135

Jack Patillo Barbecue  
 2775 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-833-3154

Leonard Broussard  
 Broussard's Bar-B-Q  
 2930 S. 11<sup>th</sup> Street  
 Beaumont, TX 77701  
 Tel: 409-842-1221

\*Mouton's Catering  
 3845 Washington Blvd  
 Beaumont, TX 77705  
 Tel: 409-842-4933



**Carpet/ Flooring**

\*Alton & Michelle Babineaux  
 Bab's Carpet  
 4940 Highland Ave.  
 Beaumont, TX 77705  
 Tel: 409-833-7484  
 Fax: 409-790-4218

Delores Fruge  
 Power Stretch Carpet  
 502 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Home: 409-832-8626  
 Cell1: 409-617-1862  
 Cell2: 409-338-9907  
 Fax: 409-833-3230

Raymon and Sharonne Morris  
 Morris and Morris Floor Covering  
 4515 Ironton  
 Beaumont, TX 77703  
 Home: 409-833-5011  
 Tel: 409-553-9861

**Computer Service & Repair**

Chris Martin  
 601 Woodworth  
 Port Arthur, TX 77642  
 Tel1: 409-982-3528  
 Tel2: 409-982-3529

David Leaven / Marcus Frank  
 F & L Computer Solutions  
 P.O. Box 328-A  
 Winnie, TX 77665  
 Tel: 409-351-1256

**Consultant**

Felicia Young, Owner  
 Five Star Business Solutions  
 Tel: 409-466-6038





**Contractors /Construction Services/Community Development/  
Home Builders**

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: <a href="mailto:www.coastaltxs@aol.com">www.coastaltxs@aol.com</a>

Cornelius Harris  
Alamo Contractors

Don LaFleur  
Don LaFleur Construction & Homes  
5681 Eastex Freeway  
Beaumont, TX 77708  
Tel: 409-347-0593

Donald Ray Wise  
Wise Barricades  
Tel: 409-835-5113



Eddie Senigaur  
 Senigaur Home Builder & General Contractor  
 3196 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-842-5220  
 Fax: 409-842-2983

Jerry Ball- VP  
 EnviroTech Services LLC  
 Southeast Texas Division  
 3024 Commerce St.  
 Port Arthur, TX 77642  
 Tel: 409-790-5910  
 Toll Free: 800-286-3695  
 Email: [jerry.ball@osfinc.net](mailto:jerry.ball@osfinc.net)

\*Joshua Allen  
 J. Allen contractors, Inc.  
 Tel: 409-833-8947  
 Email: [office@jallenmgmt.com](mailto:office@jallenmgmt.com)

Lloyd Broussard  
 EnviroTech Services, LLC  
 4002 Caroline Street  
 Houston, TX 77004  
 Tel: 713-551-6671

Ernestine Wade  
 Gulf Coast Industrial Contractors, Inc.  
 Tel: 409-842-1522

Joe Wheaton  
 Joe Wheaton Construction Co.

Johnny Casmore  
 Builders, Inc.  
 7295 Ellen Lane  
 Beaumont, TX 77708  
 Tel: 409-892-2223  
 Fax: 409-466-1251

Joseph D. Deshotel  
 DEZ-TEX Construction, Inc.  
 Tel: 409-842-4844

\*Kenny Timms  
 KT Maintenance  
 Tel: 409-982-9952  
 Email: [Kenny.tims@ktmaintenance.com](mailto:Kenny.tims@ktmaintenance.com)



Mr. Vories Lornette, Sr.  
Faith Construction  
Tel: 409-794-2615

Mr. Matt Hopson  
Southeast TX Community Development  
1460 Gladys  
Beaumont, TX 77701  
Tel: 409-835-7527  
Fax: 409-835-1680  
Email: [mhopson@setcdc.org](mailto:mhopson@setcdc.org)

Mrs. Antoinette J. Hardy  
Beaumont Community Development  
505 E. Florida  
Beaumont, TX 77705  
Tel: 409-813-2158  
Fax: 409-813-2165  
Email: [ahardy1969@yahoo.com](mailto:ahardy1969@yahoo.com)

Ms. Mary Randall  
J&M construction  
Tel: 409-842-0967

Naomi Lawrence-Lee  
CNB Development Group  
Tel: 409-767-8037  
Email: [nlee@cnbhomes.com](mailto:nlee@cnbhomes.com)

Ories Holmes  
Ories Holmes Construction  
Tel: 409-842-3943

Paul Buxie  
Buxie Builders  
Tel: 409-833-2028

Perkins brown  
Brown Fencing & construction  
Tel: 409-833-1533

R. Anthony Lewis II  
Custom Home Design & Building  
Tel: 409-839-4735

Ray Marsh  
RAM Contracting Services  
Tel: 214-597-0541  
Email: [ray@rammep.com](mailto:ray@rammep.com)





Richard Gilbert / Bruce Dunbar  
 Owner / Superintendent  
 GP Realty Building Co.  
 648 Orleans  
 Beaumont, TX 77701  
 Richard Tel: 281-895-7773  
 Bruce Tel: 409-454-6356  
 Fax: 409-835-6775

\*Roosevelt Petry  
 GP Industrial Contractors, Inc.  
 rpetry@gpic2000.com  
 Port Arthur, TX 77640  
 Tel: 281-850-8889

Steve Andrus  
 Andrus Construction  
 Beaumont, TX 77703  
 Home: 409-835-4397  
 Work: 409-835-8629  
 Cell: 409-466-1860

William Kenebrew, Sr.  
 Kenebrew Masonary  
 Tel: 409-866-3310

### **Commodities**

\*Loma George  
 LG Supplies  
 9545 Riggs Street  
 Beaumont, TX 77707  
 lomageorge@att.net  
 Tel: 409-782-4086

### **Copy Services**

Jeanette Rideau  
 Reliable Copy Service  
 2498 Washington Blvd -B  
 Beaumont, TX 77705  
 Tel: 409-835-1218  
 Fax: 409-838-0064  
 Email: [jeanetteRCS@sbcglobal.net](mailto:jeanetteRCS@sbcglobal.net)



**Council**

Beverly L. Hatcher- President  
 Golden Triangle Minority Council, Inc.  
 P.O. Box 21664  
 Beaumont, TX 77720-1664  
 Tel: 409-962-8530  
 Fax: 409-898-8077  
 Email: [gtmbc@ih2000.net](mailto:gtmbc@ih2000.net)  
 Website: [www.gtmbc.com](http://www.gtmbc.com)

**Electrical/ Mechanical Contractors**

Calvin Walker  
 Walker's Electric Company  
 2916 Magnolia Street  
 Beaumont, TX 77703  
 Tel: 409-212-9244  
 Fax: 409-212-9245

\*Gregory T. Johnson, Sr.  
 GJETCO  
 P.O. Box 22735  
 Beaumont, TX 77720  
 Tel: 409-866-3829  
 Fax: 409-866-6962

\*Joseph C. Ledet, III  
 Ledet Electrical Services  
 Tel: 409-896-5471  
 Cell: 409-791-1366

Ray Marsh  
 RAM Electrical & Mechanical Contractors  
 3467 Elinor  
 Beaumont, TX 77705  
 Cell: 214-597-0541  
 Fax: 972-539-2422  
 Email: [ray@ram4mep.com](mailto:ray@ram4mep.com)





### **Employment Services**

Imogene Chargois  
Texas Workforce Centers of Southeast Texas  
304 Pearl Street  
Beaumont, TX 77701  
Tel: 409-839-8045  
Fax: 409-835-0774  
Email: [imogene.chargois@setworks.org](mailto:imogene.chargois@setworks.org)

\*Luis G. Silva  
Silva Employment Network  
2901 Turtle Creek Drive, Suite 205  
Port Arthur, TX 77642  
Tel: 409-727-4024  
Fax: 409-727-4094  
Email: [lgsilva1940@aol.com](mailto:lgsilva1940@aol.com)

### **Energy**

Syed Mohiuddin  
Apex Petroleum & Energy Xpress, LLC  
The Apex Plaza  
9100 SW Freeway, Suite 201  
Houston, TX 77074  
Tel: 713-541-2755  
Fax: 713-541-5535  
Website: [www.syed@apexgroupofcompaines.com](http://www.syed@apexgroupofcompaines.com)

### **Engineers**

\*Andy Chica  
Chica & Associates Inc.  
595 Orleans, Suite 508  
Beaumont, TX 77701  
Tel: 409-833-4343

Sina K. Nejad, P.E.  
Sigma Engineers, Inc.  
4099 Calder Avenue  
Beaumont, TX 77706  
Tel: 409-898-1001  
Fax: 409-898-3420  
Email: [mail@sigmaengineers.com](mailto:mail@sigmaengineers.com)



**Environmental**

Bennard L. Nelson, Jr.  
 Legacee Environmental  
 6001 Savoy, Suite 204  
 Houston, TX 77035  
 Tel: 713-218-8647  
 Fax: 713-218-8649  
 Email: [bnelson@legaceeenvironmental.com](mailto:bnelson@legaceeenvironmental.com)

**Florists- Retail**

Mr. Walter McCloney  
 McCloney Florist  
 2690 Park St  
 Beaumont, TX 77701  
 Tel: 409-838-6861  
 Fax: 409-838-0085  
 Email: [waltermccloney@sbcglobal.net](mailto:waltermccloney@sbcglobal.net)

**Home Repair & Maintenance**

Clinton Ford  
 Clint's Maintenance and Repairs  
 8345 Lawrence Drive  
 Beaumont, TX 77708  
 Tel: 409-899-4547

**Industrial Consultant**

B.D. Belvin and Assoc.  
 Consulting Business Development  
 9692 Westhiemer Rd., Suite 83  
 Houston, TX 77063  
 Tel: 512-789-8178  
 Email: [david@bdbelvin.com](mailto:david@bdbelvin.com)  
 Website: [www.bdbelvin.com](http://www.bdbelvin.com)

Glenn J. Walters  
 Home Sweet Home Enterprise, Inc.  
 5212 Culpepper PL  
 Wesley Chapel, FL 33544  
 Tel: 813-907-9499  
 Cell: 813-503-8896  
 Fax: 813-994-9557  
 Email: [glennjwalters@aol.com](mailto:glennjwalters@aol.com)



**Insurance**

Bobby L. Holmes  
 Farmers Insurance Group  
 1120 Woodworth Blvd.  
 Port Arthur, TX 77640  
 Tel: 409-982-1200  
 Fax: 409-982-1300  
 Email: [bholmes@farmeragent.com](mailto:bholmes@farmeragent.com)

Byron Lewis  
 LRC Insurance, Inc.  
 190 S. Dowlen Road  
 Beaumont, TX 77707  
 Tel: 409-866-7073  
 Cell: 409-466-3664  
 Email: [lrcinsurance@yahoo.com](mailto:lrcinsurance@yahoo.com)

Charles E. Taylor  
 Farmers Insurance Group  
 3355 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-842-8300  
 Home: 409-866-8412  
 Email: [mrcharlestaylor@cs.com](mailto:mrcharlestaylor@cs.com)

O'Dell E. Harmon  
 A & M Marketing  
 595 Orleans, Suite 1128  
 Beaumont, TX 77701  
 Tel: 409-466-2533  
 Email: [odharm21@yahoo.com](mailto:odharm21@yahoo.com)  
 Website: [www.coloniallife.com](http://www.coloniallife.com)

Lora Brooks Francis  
 Insurance Medical Services, Inc.  
 8100 Lemon Tree Court  
 Port Arthur, TX  
 Tel & Fax: 409-722-0077  
 Cell: 409-289-0945

Mark A. Williams  
 Protectors Insurance & Financial Services  
 2600 South Loop West, Suite 520  
 Houston, TX 77054  
 Tel: 832-347-6080  
 Fax: 713-660-9977





Email: [mwilliams@protectorinsurance.com](mailto:mwilliams@protectorinsurance.com)

Mr. Lawrence Evans  
Farmers Insurance Co.  
3355 Washington Blvd.  
P.O. Box 22897  
Beaumont, TX 77720  
Tel: 409-842-8300  
Fax: 409-842-8304  
Email: [levansinsurance@msn.com](mailto:levansinsurance@msn.com)

Tarik Cooper  
Frank and Cooper, Inc.  
125 IH 10 North Street, Suite 410  
Beaumont, TX 77707  
Tel: 409-284-5341  
Cell: 409-939-0247

Thelma Jefferson  
Discount Medical & Dental  
5125 Folsom  
Beaumont, TX 77706  
Tel1: 409-899-9194  
Tel2: 409-4661822  
Email: [cautiousscenery@aol.com](mailto:cautiousscenery@aol.com)

### **Investment**

Connie D. Gist  
EdwardJones  
4414 Dowlen Road, Suite 102  
Beaumont, TX 77706  
Tel1: 409-896-5852  
Toll Free1: 888-368-2620  
Toll Free2: 888-898-7188  
Website: [www.edwardjones.com](http://www.edwardjones.com)

### **Lawn Care**

Ava S. Hamilton  
B & A Lawn Care Service  
P.O. Box 22855  
Tel1: 409-866-9399  
Tel2: 409-651-9955  
Tel3: 409-651-9954



\*Michael Alfred  
The Garden of Gethsemane  
Tel: 409-842-2773

### **Logistic**

\*Ray Deshotel  
Beaumont Warehouse-Transportation  
P.O. Box 20477  
Beaumont, TX 77720  
Tel: 409-883-9997  
Fax: 409-883-4208  
Cell: 409-299-0053  
Email: [ldeshotel@pnx.com](mailto:ldeshotel@pnx.com)

### **Maintenance**

Kenny L. Tims, Sr.- President  
KT Maintenance Company, Inc.  
800 Proctor Street  
Port Arthur, TX 77640  
Tel: 409-982-9952  
Fax: 409-982-4851  
Email: [kenny.tims@ktmaintenance.com](mailto:kenny.tims@ktmaintenance.com)

### **Misc.**

Clarence C. Jones  
M&R Cleaning Services  
Tel: 409-833-4535

Delois Roy  
Art World  
Tel: 409-892-7638

J.M. Kaufman  
J.M. Kaufman Materials Co.  
Tel: 409-985-4906

James Holmes  
James Holmes Enterprises, Inc.  
Tel: 409-842-3685





\*Toni Prados  
 Area Impressions Caps & T's  
 Tel: 409-833-4561  
 Email: bprados@swbell.net

### **Office Supply**

Howard Giron  
 Select Business Products  
 P.O. Box 22741  
 Beaumont, TX 77720  
 Tel: 409-866-3224  
 Fax: 409-866-1401

### **Pest Control**

Colton (Bubba) Moore, Owner  
 Moore Superior Pest Control, Inc.  
 Tel: 409-899-1799

### **Photography**

Harold's Photography  
 2705 S. Fourth St  
 Beaumont, TX 77705  
 Tel: 409-794-5376  
 Fax: 409-842-4143  
 Email: [haynes.haynes@sbcglobal.net](mailto:haynes.haynes@sbcglobal.net)

Johnny Beatty Barry  
 Photographer & Videographer  
 2906 Roberts St.  
 Beaumont, TX 77701  
 Tel: 409-842-3903

Sonny Perkins  
 Sonny's Video  
 2290 Morrison  
 Beaumont, TX 77701  
 Tel: 409-832-9380

### **Plumbing**

A.J.  
 Martha's Sewage and Drainage Service  
 2370 Columbia Street



Beaumont, TX 77701  
Tel: 409-833-2796

Charles chevis  
Joe Simon Plumbing & Heating  
Tel: 409-842-0490

**News/ Media/ Publications**

Angel San Juan  
KFDM 6 & WB 10 KWBB  
P.O. Box 7128  
Beaumont, TX 77726-7128  
Tel: 409-895-4661  
Fax: 409-892-7305  
Email: [angels@kfdm.com](mailto:angels@kfdm.com)

Helen Hunter Tubbs  
Spotlight Magazine  
P.O. Box 41203  
Beaumont, TX 77725  
Tel: 409-832-3494  
Fax: 409-832-6171

Jesse Samuels, Sr.  
Cumulus  
755 S. 11<sup>th</sup> Street, Suite 102  
Beaumont, TX 77701  
Tel: 409-833-9421  
Fax: 409-833-9296  
Home: 409-983-5404

Jessie Haynes  
NAC Publishing- 10 Stupid Things  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222

Mr. A. B. Bernard  
BGI Enterprise  
PO Box 22077  
Beaumont, TX 77720-2077  
Tel: 409-833-0303  
Fax: 409-833-0744

Ms. Vicke Frank  
KZZB Radio



2531 Calder Ave.  
 Beaumont, TX 77702  
 Tel: 409-833-0990  
 Fax: 281-424-7588

Tracie Payne  
 CUSH Magazine  
 P.O. Box 22197  
 Beaumont, TX 77720  
 Tel: 409-212-1111  
 Website: [www.cush.com](http://www.cush.com)

### **Purchasing/ Procurement**

Odell Wynn  
 WGN Procurement  
 2626 South Loop West, Suite 545  
 Houston, TX 77054  
 Tel: 713-857-8359

### **Real Estate**

Dr. Kevin Moulton  
 Synergy International Realty  
 2955 Laurel St.  
 Beaumont, TX 77702  
 Tel: 409-835-1111  
 Fax: 409-866-5463  
 Email: [drvinnie@sbcglobal.net](mailto:drvinnie@sbcglobal.net)

Kim Fenner  
 ERA Team REALTORS  
 2396 Eastex Freeway  
 Beaumont, TX 77703  
 Tel: 409-898-0701  
 Fax: 409-898-8591  
 Cell: 409-893-0735  
 Email: [kim.fenner@era.com](mailto:kim.fenner@era.com)  
 Website: [www.erateamrealtors.com](http://www.erateamrealtors.com)

Mr. Pat Gibbs  
 G-Team Real Estate  
 3229 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-832-2500  
 Fax: 409-832-2515  
 Email: [phgibbs@sbcglobal.net](mailto:phgibbs@sbcglobal.net)





Mrs. Dee Richard Chavis  
 Dee Richard Real Estate  
 999 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Tel: 409-839-4580  
 Fax: 409-839-4395  
 Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
 Dee Richard Real Estate  
 999 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Tel: 409-839-4580  
 Fax: 409-839-4395  
 Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
 Dee Richard Real Estate  
 999 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Tel: 409-839-4580  
 Fax: 409-839-4395  
 Email: [drealestate@ft.rr.com](mailto:drealestate@ft.rr.com)

Mrs. Willie Mae Thomas  
 Five Brothers Investments  
 6140 W. Windemere Dr.  
 Beaumont, TX 77713  
 Tel: 409-898-4100  
 Cell: 409-201-0777  
 Fax: 409-898-4090  
 Email: [grannysboy4@yahoo.com](mailto:grannysboy4@yahoo.com)

Walter Kyles, Jr. & Co.  
 Insurance- Real Estate- Construction  
 2875 Washington Blvd  
 Beaumont, TX 77705  
 Tel: 409-842-3444  
 Fax: 409-842-9770  
 Cell: 409-338-1365  
 Email: [kyles@aol.com](mailto:kyles@aol.com)



**Restaurants**

Floyd & Carol Dixon  
 Southern Delight Restaurant  
 3195 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-840-5025

Frank Owens, Proprietor  
 Dairy Queen  
 3755 College St.  
 Beaumont, TX 77701  
 Tel: 409-838-4723

Nolan Hines, Jr.  
 Taste of Orleans  
 672 Orleans St.  
 Beaumont, TX 77701  
 Tel: 409-833-9460  
 Cell: 409-553-4632  
 Fax: 409-833-9470  
 Website: [www.tasteoforleansonline.com](http://www.tasteoforleansonline.com)

**Roofing**

John & Lawrence  
 Norman & Norman Roofing  
 Beaumont, TX  
 John Tel: 409-454-8586  
 Lawrence Tel: 409-838-4266

**Sanitary Supply**

Armstead Price, Owner  
 MVP Janitorial Inc.  
 5430 Concord Road, Suite A  
 P.O. Box 22961-2961  
 Beaumont, Tx 77720  
 Tel: 409-347-4100  
 Cell: 409-454-5100

\*S and S – Enterprises  
 PO Box 1983  
 Beaumont, TX 77704  
 Tel: 409-842-0594  
 Fax: 409-842-0594  
 Pager: 409-726-3624





The Invisible Armor  
 Tammy Powell  
 P.O. Box 22492  
 Beaumont, TX 77720  
 Tel: 409-840-9801  
 Fax: 409-840-9815  
 Email: [www.iarmor.net](http://www.iarmor.net)

### **Trophies**

\*Harold Williams & Sherrie Charles  
 AAA Trophy Shop & Etc.  
 4570 Highland Ave  
 Beaumont, TX 77705  
 Tel: 409-651-6050  
 Fax: 409-842-6473  
 Email: [aaatrophysshop@yahoo.com](mailto:aaatrophysshop@yahoo.com)

### **Trucking/Heavy Hauling**

Alex J. Jeanmard  
 J&J Trucking  
 Tel: 409-833-3026

Erwin Charles  
 Charles Trucking  
 Tel: 409-835-5805

Delisa Bean  
 Dawn Express  
 2005 Broadway, Suite 113  
 Beaumont, TX 77702  
 Tel: 409-212-8222

Frank Patillo  
 Frank Patillo Trucking  
 Tel: 409-833-0804

Gerald Castille  
 G&S Trucking & Mowing  
 Tel: 409-832-8347

Chris Gobert  
 Gobert Trucking Company  
 Tel: 409-838-5079

Jerry P. Bernard



Bernard's Trucking  
Tel: 409-842-1259

Joseph Charles  
J&P Trucking  
Tel: 409-835-3119

Mrs. Shelia M. Mire  
W&S Mire Trucking

Roland Eaglin  
Roland Eaglin Trucking  
Tel: 409-835-0100

**Wrecker Services**

Mr. Chuck Guillory  
Chuck's Wrecker Service  
2945 Blanchette Service  
Beaumont, TX 77701  
Tel: 409-832-8228  
Fax: 409-833-8348

Tommy Guillory  
Guillory's Wrecker Services  
4020 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-5106  
Bernard Simon  
Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722



# EXHIBIT "G" - AFFILIATES OF OWNER, as of January 1, 2015

Listing obtained from the Jefferson County Appraisal District

434725	CS MOBIL
390693	EXXON CHEMICALS AMERICA
480897	EXXON CHEMICALS AMERICA
480939	EXXON MOBIL CORPORATION
469979	EXXON MOBIL CORPORATION
474871	EXXON MOBIL CORPORATION
223188	EXXON MOBIL CORPORATION
189079	EXXONMOBIL CORP
189080	EXXONMOBIL CORP
355588	EXXONMOBIL CORP
431428	EXXONMOBIL CORP
453769	EXXONMOBIL CORP
480772	EXXONMOBIL OIL CORP
447235	EXXONMOBIL OIL CORPORATION
471934	EXXONMOBIL OIL CORPORATION
487060	EXXONMOBIL OIL CORPORATION
480966	EXXONMOBIL PIPELINE CO
223186	EXXONMOBIL PIPELINE CO
386754	INFINEUM USA LP
239758	INFINEUM USA LP
403980	MOBIL CHEMICAL CO
453770	MOBIL CHEMICAL CO
294291	MOBIL CHEMICAL CO - LDPE
444128	MOBIL PIPE LINE CO
480771	MOBIL PIPELINE CO
454180	MOBIL PROD TEX & NM INC
455688	NECHES RIVER TREATMENT CO
201305	NECHES RIVER TREATMENT CO
480776	NECHES RIVER TREATMENT CORP
480896	STATE STREET BANK & TRUST CT
418800	TEXAS SEA RIM PIPELINE INC
480870	WILMINGTON TRUST CO





**AGENDA ITEM****December 7, 2015**

Receive and file executed Amendment to the Inmate Telephone Services Agreement between Jefferson County, Texas and Global Tel\*Link Corporation.

**AMENDMENT TO THE  
INMATE TELEPHONE SERVICES AGREEMENT**

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT ("Amendment") is entered into as of September 5, 2015 (the "Effective Date"), by and between Global Tel\*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20194 ("Company") and the Jefferson County, Texas, with an address at 1149 Pearl Street, Beaumont, Texas, 77701 ("Premise Provider").

WHEREAS, Company and Premise Provider previously entered into that certain Inmate Telephone Services Agreement dated as of May 5, 2014 (the "Agreement") and the parties would like to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Parties agree to extend the Agreement for an additional two (2) year term, terminating on May 6, 2021 with the option to renew for additional 2 year terms as mutually agreed upon between both parties.
2. The Parties further agree that:
  - a. Company shall provide Premise Provider with a video solution, including 5 Flex video units, at no cost to counsel appointed for defense of indigent inmates, in exchange for the two (2) year phone extension in Section 1 above;
  - b. Company shall keep 100% of video revenue until it has recouped \$11,000, and thereafter Company shall keep twenty-five (25%) commission on revenue over \$11,000;
  - c. Company shall keep 100% of \$5.95 fee;
  - d. Company has the right to offer promotional pricing for other counsel and to offer subscription based pricing that may adjust as mutually agreed on between Corporation and Company;
  - e. The video solution will operate and run on the Premise Provider's current network. If the Premise Provider would like to upgrade the network, the Parties will discuss and agree in writing on a solution
  - f. The video solution will be provided at no cost to any County appointed indigent defense attorneys. All other attorneys will be required to pay the standard fees to access and use the video visitation solution.
3. Except as set forth above, there is no other revision to the Agreement or the obligations of either party and the Agreement remains in full force and effect.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

**AGREED TO:**

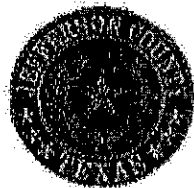
**JEFFERSON COUNTY, TEXAS**

By: [Signature]  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: 8/31/15

**GLOBAL TEL\*LINK CORPORATION**

By: [Signature]  
 Name: Jeffrey B. Haldinger  
 Title: President & COO

Date: 10/5/15

**AGENDA ITEM****August 31, 2015**

Consider, possibly approve and authorize the County Judge to execute an Amendment to the Inmate Telephone Services Agreement between Jefferson County, Texas and Global Tel\*Link Corporation to extend their current contract for two years in return for their providing free video conferencing for counsel appointed in defense of indigent inmates.

**AGENDA ITEM****December 7, 2015**

Receive and file executed Survey Permission executed by Jefferson County, Texas to Colonial Pipeline Company.





## Engineering Department

*Donald M. Rao*  
*Director of Engineering*

*Steve Stafford, P.E.*  
*Engineering Superintendent*

December 1, 2015

John Tekin, ROW Agent  
Wilbros  
2944 Bandana Drive  
Celina, TX 75009-0079

Re: Colonial PAPS Project – Survey Permitting Activities

Dear Mr. Tekin:

Attached is the original and one copy of the Survey Permission which have been executed by County Judge Jeff Branick on behalf of Jefferson County, Texas.

If I can be of further assistance, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "EC", is written over a horizontal line.

Ernest Clement

Engineering Specialist

EC:csf

Enclosures

Project: Colonial PAPS  
 Tract No.: TX-JE-134, TX-JE-029, TX-JE-031, TX-JE-035  
 PID No.: 74055, 74057, 74155, 82185

### SURVEY PERMISSION

The undersigned, JEFFERSON COUNTY hereby grants permission to Colonial Pipeline Company (hereinafter referred to as "Grantee") its agents and/or its contractor(s) to enter upon the land described below for the purpose of making land, civil, archaeological, biological, cultural, environmental, geotechnical and historical surveys and any and all other surveys that are reasonably related to the permitting and sites needed for a pipeline and its facilities. Grantee shall have the right to assign, transfer, and/or convey to others the permission hereby granted.

Property/Legal Description:

- PT LTS 4-7 BLK 14 RG M PT LTS 1-3 BLK 15 RG M PALCO 32.202 AC
- PT LTS 5&6 BLK 14 RG M PT LTS 7&8 BLK 14 RG N PT LTS 5&6 BLK 15 RG L PT LTS 1-8 BLK 15 RG M PT LT 1 BLK 15 RG N PALCO 138.568
- LTS 1-3 TR 1 LT 1 TR 3 23.582 BLK 14 RG N PALCO
- LT 5 TR 1 PEEK .1284

Grantee will pay for any and all damages to property and/or crops resulting from said surveys. Further, Grantee shall protect, defend, indemnify and hold the undersigned harmless from and against each and every suit, demand or cause of action and any and all liabilities, expenses, liens, losses, claims, damages, costs (including court costs and reasonable attorneys' fees) for or based upon personal injury, death, or property damage resulting from said surveys unless such damage, injury or loss is caused by the negligence of the undersigned or related party. Owner/Tenant agrees not to remove any survey markers. Survey markers will be removed by Grantee following construction.

Signed this 30th day of NOVEMBER, 2011.

Landowner:

(signature)

County Judge, Jefferson County

(signature)

Tenant:

County Judge Jeff Branick

(signature)

Witness:

(signature)

(signature)

Witness:

(signature)

Landowner Contact Info:

Name: County Judge Jeff Branick

Address: 1149 Pearl St. 4th Floor

Beaumont, TX 77701

Phone: 409 835 8466

Email: george@co.jefferson.tx.us

Tenant Contact Info:

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Project: Colonial PAPS  
 Tract No.: TX-JE-134, TX-JE-029, TX-JE-031, TX-JE-035  
 PID No.: 74055, 74057, 74155, 82185

### SURVEY PERMISSION

The undersigned, JEFFERSON COUNTY hereby grants permission to Colonial Pipeline Company (hereinafter referred to as "Grantee") its agents and/or its contractor(s) to enter upon the land described below for the purpose of making land, civil, archaeological, biological, cultural, environmental, geotechnical and historical surveys and any and all other surveys that are reasonably related to the permitting and sites needed for a pipeline and its facilities. Grantee shall have the right to assign, transfer, and/or convey to others the permission hereby granted.

#### Property/Legal Description:

- PT LTS 4-7 BLK 14 RG M PT LTS 1-3 BLK 15 RG M PALCO 32.202 AC
- PT LTS 5&6 BLK 14 RG M PT LTS 7&8 BLK 14 RG N PT LTS 5&6 BLK 15 RG L PT LTS 1-8 BLK 15 RG M PT LT 1 BLK 15 RG N PALCO 138.568
- LTS 1-3 TR 1 LT 1 TR 3 23.582 BLK 14 RG N PALCO
- LT 5 TR 1 PEEK 1284

Grantee will pay for any and all damages to property and/or crops resulting from said surveys. Further, Grantee shall protect, defend, indemnify and hold the undersigned harmless from and against each and every suit, demand or cause of action and any and all liabilities, expenses, liens, losses, claims, damages, costs (including court costs and reasonable attorneys' fees) for or based upon personal injury, death, or property damage resulting from said surveys unless such damage, injury or loss is caused by the negligence of the undersigned or related party. Owner/Tenant agrees not to remove any survey markers. Survey markers will be removed by Grantee following construction.

Signed this 30<sup>th</sup> day of NOVEMBER, 2011.

Landowner:

(signature)

County Judge, Jefferson County  
 (signature)

Tenant:

County Judge Jeff Branick  
 (signature)

#### Landowner Contact Info:

Name: County Judge Jeff Branick  
 Address: 1149 Pearl St. 4th Floor  
Beaumont, TX 77701  
 Phone: 409 835 8466  
 Email: george@co.jefferson.tx.us

Witness:

(signature)

(signature)

Witness:

(signature)

#### Tenant Contact Info:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_



**AGENDA ITEM****December 7, 2015**

Consider and possibly approve a Resolution recognizing Mike Melancon for his 31 years of service to the Jefferson County Environmental Control and to the citizens of Jefferson County and wishing him well in his retirement.





# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 7th day of December, 2015, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

**WHEREAS, MIKE MELANCON** has devoted 31 years of his life serving the public, environmental and health department community, and the people of Jefferson County with pride and professionalism; and

**WHEREAS, MIKE MELANCON** has dedicated his talents and pledged his services as the Director of Environmental Control Department of the Jefferson County; and

**WHEREAS, MIKE MELANCON** has made an outstanding contribution to the Environmental Control Department and the quality of service provided by Jefferson County; and

**WHEREAS, MIKE MELANCON** was the first hired as a Precinct 2 Maintenance worker, when he began service in 1984; and

**WHEREAS, MIKE MELANCON** was transferred to the Environmental Control Department in 1988 where he served as an Inspector while obtaining additional certifications as an Environmental Inspector; and

**WHEREAS, MIKE MELANCON** was promoted to Director of Jefferson County Environmental Control in 1996, during his tenure DIRECTOR MELANCON obtained certifications and training as a Director; and

**WHEREAS**, through hard work, dedication, and commitment to excellence, **MIKE MELANCON** has earned the respect and admiration of his colleagues, the Health and Environmental Departments throughout Jefferson County, and the citizens of Jefferson County; and


**WHEREAS**, having made significant contributions to the Jefferson County, **MIKE MELANCON**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by his friends, and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend Mike Melancon for his dedicated services as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 7th day of December, 2015.

  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4







**JEFFERSON COUNTY**  
Historical Commission

Theresa Goodness  
Chair

Linda McMahan  
Secretary/Treasurer and Coordinator

Ron Ellington  
Past Chairman

Leslie McMahan  
1<sup>st</sup> Vice-Chairman

Paul Prosperie  
2nd Vice-Chairman

December 2, 2015

Honorable Jeff Branick  
County Judge  
Hand Delivered

RE: AGENDA ITEMS FOR DECEMBER 7, 2015, COMMISSIONERS' COURT  
MEETING

Dear Judge Branick:

In a duly posted Executive Board meeting of the Jefferson County Historical Commission held on this date, the Board voted to make the following recommendations to the Court and requests these items be placed on the Court's agenda for December 7, 2015, for consideration:

- (a) Consider and possibly remove the current Historic Preservation Officer for Jefferson County, Ramona Hutchison.
- (b) Consider and possibly appoint Sarah Bellian, a member of the Jefferson County Historical Commission, as Historic Preservation Officer for Jefferson County, in accordance with the Certification Agreement between Texas Historical Commission and Jefferson County for participation in the Certified Local Government Program. The agreement was approved on January 9, 2012.

Thank you for your kind consideration of this request.

Sincerely,

Theresa Goodness  
Chairman  
Jefferson County Historical Commission



**JEFFERSON COUNTY**  
Historical Commission

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Theresa Goodness  
Chairman  
Jefferson County Historical Commission

**BREATH TEST PROGRAM****Page 1 of 1**

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**Compliance with  
OUT OF STATE TRAVEL POLICY**

Chris Fontenot's attendance at the:  
Organization of Scientific Area Committee for Forensic Science's (OSAC's) Meeting  
January 25-29, 2016  
National Conference Center (NCC)  
18980 Upper Belmont Place  
Leesburg, VA

1. It is not included yearly budget, as Chris had not been chosen to attend this meeting at that time. All expenses will be covered by the National Institute of Standards and Technology (NIST).
2. This training directly impacts the employee's ability to perform his/her assigned tasks.
3. The benefit is worth the cost because the trip is at no cost to the County, and this committee will develop the standards that laboratories must adhere to in the future.
4. The training is not offered in Texas.



## Safety Net Support Program

### Application for Community Clinics and Health Centers

**Step 1:** Please return the completed application via email, mail, or fax, to the contact information listed below. Applications that are missing required information will not be processed until the information is received.

Direct Relief, 27 S. La Patera Lane, Santa Barbara, CA 93117  
usaprograms@directrelief.org | (877) 303-7872 phone | (805) 823-7201 fax

**Step 2:** Once the application has been approved, the primary contact will be notified with information on how to navigate the Direct Relief Network. They will also receive a copy of the signed Memorandum of Understanding (MOU), along with a Welcome Packet.

### Eligibility Requirements

Your organization must:

- Have federal 501(c)(3) non-profit tax-exempt status
- Be a qualified facility that provides health care to patients regardless of their ability to pay (i.e. FQHC, FQHC Look-Alike, Free Clinic, Community-Based Clinic, etc.)
- Comply with all State Board of Pharmacy regulations in storing and dispensing medications
- Have a Medical Director with valid state license
- Dispense donated products to patients within the United States

**Note:** \* indicates a required field.

### Main Site

Please enter the administrative site as the "Main Site" address on this page. If you'd like to include additional sites in our donation program, please provide an attachment with the following information for each site: site name, address, phone number, fax number, as well as the name, job title, phone and email for the primary contact.

**Note:** We cannot ship to P.O. Boxes or personal residences.

Clinic/Health Center Name*: <u>NORTH SEFFERSON COUNTY CLINIC PHARMACY</u>	
UDS Grantee ID Number (only if you are a FQHC): _____	
Attention: _____	
Address*: <u>1295 PEARL ST</u>	City, State, Zip*: <u>BEAUMONT, TX. 77705</u>
Telephone*: <u>(409) 839-2307</u>	Fax*: <u>(409) 839-2302</u>
Website: <u>PHARMACY@CD. SEFFERSON. TX. US</u>	
Will this location receive shipments from Direct Relief?* <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

## EIN/Tax ID Information\*

Per the IRS, to be tax-exempt under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for exempt purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual.

746000291 Format: (XX-XXXXXXX)

## Number of Patients

Please enter the total number of unduplicated patients (not encounters) served by your clinic corporation in the last year. This should include the aggregate number of patients seen at all clinic sites.

Total Number of Unduplicated Patients*:	<u>1576</u>	BMT	P/A	630	Indigent
Total Number Uninsured Patients*:	<u>1336</u>	734		87	Primary
		248			

## About Your Facility

Type of Facility\* (check one)

- ☐ Federally Qualified Health Center (FQHC/Look-Alike FQHC)
- ☐ Community Clinic
- ☐ Free Clinic
- ☐ Charitable Pharmacy
- ☐ Social Services
- ☒ Public Health Department
- ☐ Other (please list): FREE Clinic

Total Number of Health Delivery Sites\*: 2

## Storage Capabilities

How many pallets (4'X3.3'X7.5') can you receive and store securely under appropriate conditions?\* 2

Does your facility have the capacity to store products requiring refrigeration?\* ☒ Yes ☐ No

## Memberships

Is your facility a member of any professional association?\* (mark all that apply)

- ☐ National Association of Community Health Centers (NACHC)
- ☐ National Association of Free and Charitable Clinics (NAFCC)
- ☐ State Primary Care Association
- ☐ None
- ☐ Other (Regional, Local, Homeless, Mental Health, etc.) Please list: \_\_\_\_\_



## Facility Licenses

Please provide license numbers and their expiration dates for each of the following licenses, if applicable.

<b>Clinic/Health Center License</b>		
State License #: _____	Expiration Date: _____	Authority: _____
<b>Pharmacy/Dispensary License</b>		
State License #: <u>22654</u>	Expiration Date: <u>5/31/2017</u>	Authority: <u>CPH</u>

## Contacts

Please provide us with contact information for your primary contact person, CEO/Executive Director, and Medical Director.

**Primary Contact** - The primary contact will be issued a login, receive notifications of product offers, and place orders on behalf of the entire corporation.

Prefix\*: Rph Name\*: CALLETTE SULLIVAN

Job Title\*: P.I.C. Phone Number\*: (409) 839-2307 Ext: \_\_\_\_\_

Email Address\*: PHARMACY@CO.JEFFERSON, TX. US

**CEO/Executive Director** - The director listed here acts as the CEO/Executive Director for your entire corporation.

Prefix\*: Judge Name\*: JEFF BRANICK

Job Title\*: County Judge Phone Number\*: 409 835 8466 Ext: \_\_\_\_\_

Email Address\*: \_\_\_\_\_

**Medical Director** - The contact listed here acts as the Medical Director for your entire corporation. The Medical Director assumes responsibility for the appropriate storage and dispensing of all donated prescription medications and products to only uninsured and low income patients.

Prefix\*: DR. Name\*: A.C. WALKES M.D.

Job Title\*: MEDICAL DIRECTOR Phone Number\*: (409) 835-8530 Ext: 8533

Email Address\*: AUSTIN@CO.JEFFERSON, TX. US

State Medical License Number\*: F2984 Expiration Date\*: 11-30-2016

DEA License Number: AW 9304344 Expiration Date: 5-31-2017



## MEDICAL PRODUCTS DONATION AGREEMENT

**THIS MEDICAL PRODUCTS DONATION AGREEMENT** is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Direct Relief, a California nonprofit public benefit corporation ("Direct Relief"), with its primary place of business located at 27 S. La Patera Lane, Santa Barbara, CA 93117 and \_\_\_\_\_ (hereinafter referred to as "Partner") whose principal place of business is located at \_\_\_\_\_.

**WHEREAS**, Direct Relief is a non-profit corporation dedicated to providing access to affordable medical care and medicines to individuals who cannot afford health insurance and are not covered by any form of third-party prescription drug coverage or government programs including Medicaid or Veteran's benefits, and who are not enrolled in a Medicare Part D prescription drug benefit plan, and

**WHEREAS**, Partner is a non-profit, licensed clinic, health center, or charitable pharmacy dedicated to providing community-directed high quality, comprehensive and affordable health care for medically underserved and indigent populations, and

**WHEREAS**, Direct Relief wishes to provide donated prescription pharmaceuticals, vouchers, equipment and/or supplies to Partner (as provided hereunder by Direct Relief to Partner, the "Donated Products"), to be distributed to patients who are eligible to receive Donated Products pursuant to the criteria set forth in this Agreement, including but not limited to the criteria set forth in Exhibit A attached hereto (such patient, an "Eligible Patient"), which may be modified from time to time in the sole discretion of Direct Relief.

**NOW, THEREFORE**, in consideration of the foregoing premises which are hereby incorporated into the operative provisions of this Agreement by this reference and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

### 1. Supply of Donated Products.

- a) Partner agrees to distribute all Donated Products strictly on the basis of need and without regard to race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, religion, disability, political affiliation or other characteristic protected by applicable statute. In no case will Partner withhold Donated Products from Eligible Patients because of their inability to pay for such Donated Products.
- b) Partner will only distribute Donated Products to Eligible Patients pursuant to the eligibility criteria set forth in Exhibit A attached hereto. Further, Partner agrees to use reasonable efforts, consistent with applicable law, to verify that such individual: (i) is not covered by any form of third-party prescription drug coverage; and (ii) is not currently enrolled in any federal or state governmental assistance including, Medicaid, Medicare, and Veterans benefits.
- c) In addition to complying with the eligibility criteria set forth in Exhibit A, Partner agrees that it will only distribute Donated Products to Eligible Patients with valid prescription(s) from licensed health care providers for the applicable Donated Product. Partner further agrees that it will only dispense Donated Products to Eligible Patients who are patients of Partner's facility and only during such time as such Eligible Patient is being treated as an outpatient.
- d) If Partner becomes aware of information about an individual that would affect the individual's continued eligibility to receive Donated Product, Partner must discontinue the individual's participation.
- e) Partner will abide by all applicable federal, state, and local regulations in the dispensation of Donated Products. Partner agrees that Donated Products will not be sold, traded, or further



donated, nor will Donated Products be returned to the original manufacturer for credit. Partner understands that any unused prescription Donated Products shall be returned to Direct Relief for proper disposal.

- f) Direct Relief will, in its sole discretion and at its sole expense, select the mode of shipment and route Donated Products to Partner. Title to Donated Products and risk of loss shall pass to Partner upon delivery of the Donated Products to Partner at a mutually determined location. The shipping location must be a Partner healthcare delivery site where patients are receiving care.
  - g) In the event that Partner receives Donated Product shipments at multiple shipping locations, Partner will have written policies and procedures for re-distribution of Donated Product which must be in compliance with State and Federal dispensation requirements. Further, Partner will have appropriate patient screening at each dispensing site in order to identify Eligible Patients.
  - h) Partner shall ensure that Donated Products are securely stored and handled properly, including but not limited to refrigeration and/or capacity to store unopened product pursuant to package label and other clinically appropriate measures. Partner shall notify Direct Relief within 90 days of any expired or damaged prescription Donated Product. Expired and/or damaged prescription Donated Products shall be returned to Direct Relief and disposed of in compliance with Direct Relief's policy and procedures provided to Partner and as set forth in Exhibit B attached hereto ("Policies and Procedures"). The Policies and Procedures shall be subject to change by Direct Relief without notice.
  - i) Partner shall segregate the prescription Donated Products from other medical products that Partner receives.
  - j) Partner shall maintain books and records sufficient to create an audit trail for the distribution of Donated Products to Eligible Patients.
  - k) In the event Partner becomes aware (directly or indirectly) of any Quality Complaint, Partner shall, within 24 hours of becoming aware of the Quality Complaint, inform Direct Relief of the Quality Complaint. Direct Relief will evaluate and investigate each Quality Complaint, provide instructions to Partner on any immediate actions to be taken, and issue an investigation report at the conclusion of the investigation. For purposes of this Agreement, "Quality Complaint" shall mean any complaint or correspondence Partner becomes aware of (directly or indirectly) that relates to potential defects with regards to the quality, safety or efficacy of the Donated Products but does not otherwise meet the criteria of an "Adverse Event" as defined below.
  - l) In the event that Partner becomes aware of an Adverse Event, Partner agrees to contact the manufacturer of the Donated Product within 24 hours of becoming aware of an Adverse Event or follow the federal guidelines for reporting via U.S. Food and Drug Administration ("FDA") Form 3500. Partner agrees to have policies and procedures, and provide training for its applicable staff, that includes instructions on how to report Adverse Events. For purposes of this Agreement, "Adverse Event" shall mean any untoward medical occurrence in a patient who has been administered a Donated Product and which does not necessarily have a causal relationship with the treatment associated with the Donated Product. Without limiting the foregoing, an Adverse Event includes any unfavorable and unintended sign (including an abnormal laboratory finding), symptom, or disease temporarily associated with the use of the Donated Product, whether or not related to the Donated Product, and results in one or more of the following: (i) death; (ii) life-threatening condition; (iii) hospitalization; (iv) disability or permanent damage; (v) congenital abnormality or birth defect; (vi) requiring an intervention to prevent permanent impairment or damage; or (vii) any other event that may jeopardize the patient and may require medical or surgical intervention to prevent any of the foregoing outcomes.
2. Product Recalls. In the event Direct Relief shall be required (or shall voluntarily decide) to initiate a recall, withdrawal or field correction of, or field alert report with respect to, any Donated Product, whether or not

such recall, withdrawal, field correction or field report has been requested or ordered by the FDA, Direct Relief shall notify Partner, and Partner shall fully cooperate with Direct Relief, to implement the same. Direct Relief shall make all contacts with the manufacturer of the subject Donated Product and shall be responsible for coordinating all of the necessary activities in connection with any such recall, withdrawal, field correction, or field alert report. Partner agrees to make no statement to the media except in accordance with Section 14 of this Agreement.

3. Reporting; Data Protection. Partner shall not disclose any "protected health information" ("PHI") as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended. Accordingly, Direct Relief shall not have access to, nor shall Direct Relief be entitled to receive, any PHI obtained by Partner through its performance of services hereunder. Direct Relief agrees to accept de-identified information which Partner has de-identified in accordance with 45 C.F.R. §164.514(b)(2).

4. Representations, Warranties and Covenants.

- a) Partner represents and warrants to Direct Relief as follows:

- i. Partner has not received anything of value from Direct Relief as a condition to receiving the Donated Products. Partner will provide the Donated Products received under this Agreement free of charge and only to Eligible Patients, except that a nominal dispensing fee shall not be a breach of this Agreement, provided, that such fee must be waived if the Eligible Patient cannot afford payment thereof;
    - ii. Partner acknowledges that Eligible Patients may not seek reimbursement for any Donated Products dispensed hereunder from any government program (including Medicare or Medicaid) or third party insurer, nor can Donated Products received through the program be counted towards any Medicare beneficiary's TROOP expenditures;
    - iii. Partner will maintain adequate books and records on the receipt, distribution and disposition of all Donated Product for review by Direct Relief or its designee;
    - iv. Partner will maintain and retain for three (3) years adequate documentation and complete records verifying patient eligibility to receive Donated Product for review by Direct Relief or its designee;
    - v. Partner will not bill any insurance program (including Medicare or Medicaid) for any Donated Products provided to Eligible Patients hereunder;
    - vi. Partner will ensure that written policies and procedures are in place to adequately determine patient eligibility at each site where patient screening will occur;
    - vii. Donated Products are solely for the uses set forth herein, and will not be transferred by or to any third party for money, property, services or any other remuneration of any kind; and
    - viii. Partner is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or is a government instrumentality as such term is described in Section 170(c)(1) of the Code. Partner represents that it is not a private foundation and that the use by it of the Donated Products is related to the purpose for which Partner received tax exemption under the Code.

- b) Partner covenants that it is not a party to any commercial agreement with the manufacturer(s) of the Donated Products under which it receives a rebate or incentive based upon Partner's utilization hereunder of the Donated Products, and in the event Partner does enter into any such commercial agreement, Partner agrees to immediately notify Direct Relief of such agreement. The Donated Products will be excluded from utilization data required to be provided under any such other commercial agreement.



- c) Partner covenants that upon receiving the Donated Products, it will sign and retain a copy of the original packing slip included with each Donated Product shipment. Partner acknowledges that the packing slip will contain an additional representation as to how the Donated Products will be used and Partner's obligation not to bill its patients or any third party payor, including Medicare and Medicaid, for Donated Products administered to Eligible Patients under this Agreement. Any defects, shortages or problems with the Donated Products shipment must be reported to [Direct Relief] within 3 days of receipt of the shipment.
- d) Both parties shall comply with all applicable federal, state, and local laws, regulations and guidelines, including any licenses, permits, or registrations necessary to be able to provide the Donated Products, which shall include but are not limited to all laws, rules, regulations and guidelines regarding pharmacy, privacy, anti-bribery and anti-kickback actions.
- e) Without limiting the foregoing, Partner covenants and agrees that neither Partner nor any of its officers, directors, employees, agents or representatives shall offer, promise or give any undue pecuniary or other advantage, whether directly or through intermediaries, to any public official, for that official or for any third party, in order that the official act or refrain from acting in relation to that performance of his or her official duties, in order to obtain or retain business or other improper advantage in the conduct of Partner's obligations.
- f) Both parties represent that this Agreement has not been made in exchange for any explicit or implicit agreement that Partner will purchase, recommend, or otherwise arrange for the use of any Donated Products.

#### **5. DISCLAIMER OF WARRANTIES AND LIABILITY BY DIRECT RELIEF**

- a) Partner understands and agrees that in providing the Donated Products to Partner, Direct Relief does not act as a seller, reseller, or manufacturer for purposes of products liability law or for any other purpose.
  - b) NEITHER DIRECT RELIEF NOR ANY OF ITS SUBSIDIARIES OR AFFILIATES IS RESPONSIBLE FOR ANY LIABILITY, CLAIM, LOSS, INJURY, OR DAMAGE CAUSED BY THE USE OF ANY MEDICINE, EQUIPMENT, OR SUPPLIES OF ANY KIND THAT IS PROVIDED BY DIRECT RELIEF HEREUNDER NO MATTER WHAT MANNER THEY ARE USED IN. INDIVIDUALS AND ORGANIZATIONS WHO USE OR DISPENSE OF THE PHARMACEUTICALS, EQUIPMENT OR SUPPLIES DONATED BY DIRECT RELIEF DO SO AT THEIR OWN RISK AND MAY SUFFER SERIOUS PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE. DIRECT RELIEF MAKES, AND HAS MADE, NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY OR SAFETY OF ANY OF THE PHARMACEUTICALS, EQUIPMENT OR SUPPLIES, AND IT EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. DIRECT RELIEF IS A CHARITABLE ORGANIZATION AND DOES NOT HAVE THE EXPERTISE TO INSPECT, AND THEREFORE HAS NOT INSPECTED, ANY OF THE PHARMACEUTICALS, EQUIPMENT OR SUPPLIES THAT IT HAS DONATED. DIRECT RELIEF IS NOT RESPONSIBLE FOR LIABILITY, CLAIM, DAMAGE, LOSS, OR INJURY OF ANY KIND, INCLUDING CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OF ANY OF THE PHARMACEUTICALS, EQUIPMENT, OR SUPPLIES THAT IT HAS DONATED.
6. Indemnification. Partner agrees to indemnify, defend and hold Direct Relief, its subsidiaries and their respective directors, officers, employees and agents, harmless from any claims, liability, loss, damage or injury of any kind, including attorneys' fees and costs of litigation, directly or indirectly resulting from or associated with the Donated Products delivered herewith, and that Partner will not seek indemnity from Direct Relief for damages arising out of the condition or use of Donated Products delivered herewith. This indemnity obligation by Partner shall be without regard to any act or omission by Direct Relief, its directors,



officers, employees, or agents unless such act or omission is proven by a court of competent jurisdiction to be willful misconduct or gross negligence.

7. Change of Status. In the event of a change in its licensure status, including clinic or health center license, pharmacy license, dispensary license, or medical director license for its facility, Partner agrees to notify Direct Relief within seven (7) calendar days of the change in status, and Direct Relief shall have the right to terminate this Agreement effective immediately.
8. Term and Termination. This Agreement shall be effective as of the Effective Date and shall continue until terminated by either party in accordance with the terms hereof:
  - a) Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party (with or without cause).
  - b) If Partner breaches Section 1(a)-(e), (h) or (k), or any provision of Section 4, or Direct Relief has a reasonable basis (determined in its sole discretion) to believe that either Partner or any officer, director, employee, agent or representative of Partner is involved in counterfeiting, illegal diversion, bribery, or handling of stolen medicines, medical equipment and supplies or other medical products or that Partner has failed to establish appropriate controls against such activities, Direct Relief has the right to terminate this Agreement immediately upon notice to Partner.
  - c) Upon expiration or termination of this Agreement, (i) any remaining prescription Donated Products shall be returned to Direct Relief pursuant to the Policies and Procedures, and (ii) at the sole discretion of Direct Relief, any remaining non-prescription Donated Products shall be returned to Direct Relief pursuant to the Policies and Procedures.
  - d) Upon expiration or termination of this Agreement for any reason, (i) Sections 2, 4, and 10 shall survive for so long as Partner retains any Donated Products, (ii) Sections 5, 6, 17, and 18 shall survive indefinitely, and (iii) Section 9 shall survive for such period until Direct Relief's audit rights expire.
9. Audit Right. During the term of this Agreement and for a period of three (3) years thereafter, upon thirty (30) days prior written notice to Partner and during regular business hours, Direct Relief or its designee shall have the right to audit and inspect Partner, its facilities, and its books, records and procedures relating to activities contemplated by this Agreement, in order to verify that Partner has operated in accordance with the terms of this Agreement. Partner shall, at the time of treatment, obtain from their Eligible Patients any authorizations required by federal, state or local law to allow Direct Relief or its designee to conduct the audit activities contemplated by this Section 9. Except as required by law or court order or other governmental order, Direct Relief shall maintain all information it obtains regarding Eligible Patients as strictly confidential.
10. Debarment and Exclusion. Partner represents and warrants that neither it, nor any of its employees or agents, performing hereunder, have ever been, are currently, or are the subject of a proceeding that could lead to it or such employees or agents becoming, as applicable, a Debarred Entity or Individual, an Excluded Entity or Individual or a Convicted Entity or Individual (all as defined herein). Partner further covenants, represents and warrants that if, during the term of this Agreement, it, or any of its employees or agents performing hereunder, become or are the subject of a proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Individual, an Excluded Entity or Individual or a Convicted Entity or Individual, Partner shall immediately notify Direct Relief, and Direct Relief shall have the right to immediately terminate this Agreement. For purposes of this provision, the following definitions shall apply:
  - a) A "Debarred Individual" is an individual who has been debarred by the FDA pursuant to 21 U.S.C. §335a (a) or (b) from providing services in any capacity to a person that has an approved or pending drug product application.



- b) A "Debarred Entity" is a corporation, partnership or association that has been debarred by the FDA pursuant to 21 U.S.C. §335a (a) or (b) from submitting or assisting in the submission of any abbreviated drug application, or a subsidiary or affiliate of a Debarred Entity.
  - c) An "Excluded Individual" or "Excluded Entity" is (i) an individual or entity, as applicable, who has been excluded, debarred, suspended or is otherwise ineligible to participate in federal health care programs such as Medicare or Medicaid by the Office of the Inspector General of the U.S. Department of Health and Human Services, or (ii) is an individual or entity, as applicable, who has been excluded, debarred, suspended or is otherwise ineligible to participate in federal procurement and non-procurement programs, including those produced by the U.S. General Services Administration.
  - d) A "Convicted Individual" or "Convicted Entity" is an individual or entity, as applicable, who has been convicted of a criminal offense that falls within the ambit of 21 U.S.C. §335a (a) or 42 U.S.C. §1320a - 7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible.
11. Notices. Any notice required or otherwise made pursuant to this Agreement shall be in writing, personally delivered or sent by certified mail, return receipt requested, or recognized courier service, properly addressed, or by facsimile with confirmed answer-back, to the other party at the address set forth above. Notices shall be deemed effective (a) on the date received if personally delivered or sent by certified mail or recognized courier, or (b) upon the date of confirmed answer-back if sent by facsimile or such other address as may be provided by each party in writing from time to time.
  12. Independent Contractors. The relationship of the parties under this Agreement is that of independent contractors and neither party shall have authority to bind or act on behalf of the other party except as otherwise agreed in writing by the parties. Nothing herein shall be deemed to be a partnership or joint venture between the parties.
  13. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Direct Relief may assign this Agreement to one of its wholly owned subsidiaries or affiliates.
  14. Publicity. Neither party shall disclose the terms of this Agreement nor use the other party's name, logo, trademark, or service mark in any promotional or general announcement without the other party's prior written approval.
  15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
  16. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
  17. Attorneys' Fees. Should either party be required to bring legal action to enforce the terms of this Agreement, it is agreed that the prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees.
  18. Governing Law. This Agreement shall be interpreted and governed by the laws of the State of California, without reference to conflict of laws principles, with venue for all purposes proper only in the County of Santa Barbara, State of California.
  19. Interpretation. In this Agreement, except to the extent otherwise provided or the context otherwise requires, any statute, rule or regulation defined or referred to herein or in any exhibit attached hereto

means such statute, rule or regulation as from time to time amended, modified or supplemented, including by succession of comparable successor statutes, rules and regulations.

20. Entire Agreement. This Agreement and Exhibits constitute the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. Except as otherwise set forth herein, no modification to this Agreement shall be effective unless signed by both parties.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its authorized representatives in its names and on its behalf.

**PARTNER ORGANIZATION:**

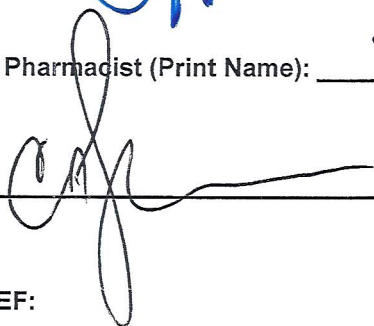
Medical Director (Print Name): DR. A.C. WALKES, MD.

Signature:  Date: 12/3/2015

CEO/Executive Director (Print Name):  JEFF BRANICK

Signature:  Date: 12/7/15

If Employed - Pharmacist (Print Name): SULLIVAN, CARLETTE

Signature:  Date: 12-1-2015

**DIRECT RELIEF:**

Executive Vice President, COO, and CFO: Bhupi Singh

Signature:  Date: 02/12/2015



## Exhibit B

### RETURN GOODS POLICIES AND PROCEDURES

Returns of Donated Products must follow the returned goods procedure specified herein. Direct Relief reserves the right to change these procedures at any time without notice.

Returns of Donated Products must be made to Direct Relief for destruction in compliance with all federal, state or local laws pertaining to the returned Donated Products.

#### 1. RETURN POLICY

- a) Incorrect Shipments, Shortages and/or Damaged Product. Incorrect shipments, shortages or damages must be reported to Direct Relief upon receipt of the Donated Products. Unless exceptions are clearly noted on the delivery receipt by the delivery agent, the entire shipment of the Donated Products should be declined when there is damage or when shipment is incorrect.

Please include the following necessary information in your claim:

- Name and address.
- Order number, Delivery Number, Partner number and date.
- Describe error, shortage, or visible damage noted on receipt of delivery.

- b) Ordering Errors. Donated Products delivered to Partner as a result of ordering errors may be returned to Direct Relief subject to the following conditions: (1) the Donated Product is returned in original, full and unopened condition, and (2) the Donated Product is able to be restocked by Direct Relief. Partner should immediately notify Direct Relief of any ordering errors.
- c) Shipping Errors. Partner shall notify Direct Relief within three (3) days of receipt of the Donated Product for prompt resolution of any shipping errors by Direct Relief.
- d) Damaged Shipments. Partner is required to notify Direct Relief within ten working (10) days after receipt of the Donated Product and is required to provide the carrier's damaged goods report or other similar documentation.
- e) Lost Shipments. Promptly upon determination that a shipment from Direct Relief has been lost and not received by Partner, Partner shall contact Direct Relief.

#### 2. GENERAL RETURN PROCEDURE. All Donated Product returns must follow the returned materials procedure specified below:

- a) Authorization for returns must be obtained from Direct Relief. A Return Authorization Form (RAF) form to be provided by Direct Relief must be completed by Partner. Partner must inform Direct Relief of any expired pharmaceutical Donated Product within 90 days of expiration and provide NDC product code, lot number, expiration date, delivery number, and quantity to be returned. An authorized and completed RAF must be received by Direct Relief before Donated Product can be returned. Upon receipt of RAF, quantities returned, and product condition must be verified by Direct Relief.
- b) Returns must be shipped to the location designated by Direct Relief. The Donated Products must be returned within thirty (30) days from the date the RAF was approved by Direct Relief.
- c) Direct Relief will help arrange and pay for a carrier to pick up product returned.
- d) Direct Relief reserves the right to destroy Donated Products which are returned outside the above policy, or which are considered unfit or unsafe for use. Direct Relief is solely responsible for determining if returned Donated Product is usable.

**Special, December 07, 2015**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, December 07, 2015