

**REGULAR, 7/11/2016 1:30:00 PM**

BE IT REMEMBERED that on July 11, 2016, there was begun and holden a REGULAR 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*  
*July 11, 2016*

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  
July 11, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **11th** day of **July 2016** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

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

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

*Notice of Meeting and Agenda and Minutes  
July 11, 2016*

**PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 16-019/YS), Term Contract for Sheriff's Department (Jefferson County) Uniforms & Equipment.

**SEE ATTACHMENTS ON PAGES 10 - 76**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

2. Consider and approve specifications for Invitation for Bid (IFB 16-021/JW), Sale of Land Located at Viterbo Road (Known as "Precinct No. 2 Rock Yard") in Jefferson County.

**SEE ATTACHMENTS ON PAGES 77 - 104**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

3. Consider and approve award, and execute lease agreements in accordance with (RFP 16-010/YS), Lease of Properties as a Result of "Buy Out" as shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 105 - 209**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

4. Consider and approve budget transfer - Road & Bridge Pct.4 - additional cost.

114-0405-431-4018	ROAD MACHINERY	\$15,000.00	
114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$3,000.00	
114-0405-431-4011	EQUIPMENT- MISCELLANEOUS	\$10,000.00	
114-0402-431-3079	CRUSHED STONE		\$28,000.00

*Notice of Meeting and Agenda and Minutes*  
*July 11, 2016*

**SEE ATTACHMENTS ON PAGES 210 - 210**

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

5. Consider and approve budget transfer - Constable Pct.1 - additional cost for supplies.

120-3065-425-3078	OFFICE SUPPLIES	\$700.00	
120-3065-425-1098	OVERTIME ALLOWANCE		\$700.00

**SEE ATTACHMENTS ON PAGES 211 - 211**

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

6. Consider and ratify final adjusted performance statement and TxCDBG Contract Amendment/Modification Request for Cheek Sewer Improvement Project Phase IV. Corrections were made to reflect adjustments made by the Texas Department of Agriculture.

**SEE ATTACHMENTS ON PAGES 212 - 213**

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

7. Regular County Bills - check #422247 through checks #422480 (07/04/2016) and check #422481 through checks #422700 (07/11/2016).

**SEE ATTACHMENTS ON PAGES 214 - 232**

**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:**

8. Consider, possibly approve, receive and file the annual audit of Jefferson County Emergency Service District No. 3 pursuant to Section 775.082, Texas Health & Safety Code.

*See Attachment on Pages 278 - 288*

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

9. Consider, possibly approve, receive and file the annual audit of Jefferson County Emergency Service District No. 4 pursuant to Section 775.082, Texas Health & Safety Code.

*See Attachment on Pages 289 - 328*

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

10. Conduct a Public Hearing, to approve an Order to designate a Reinvestment Zone for ZeoGas, LLC pursuant to Sec.312.401, Tax Code.

**OPEN CLSD**

**Action: NONE**

11. Consider and possibly approve an Order to designate a Reinvestment Zone for ZeoGas LLC pursuant to Sec. 312.401, Tax Code.

**SEE ATTACHMENTS ON PAGES 233 - 236**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*July 11, 2016*

12. Consider and possibly approve an Order to renew the Pandora Methanol LLC Reinvestment Zone pursuant to Sec.312.203 of the Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 237 - 239**

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

13. Consider and possibly approve a Resolution In Support Of The U.S. Highway 96 Expansion Coalition.

**SEE ATTACHMENTS ON PAGES 240 - 241**

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

14. Consider and possibly approve a Resolution In Support of Hyperbaric Oxygen Treatment of Veterans with PTSD.

**SEE ATTACHMENTS ON PAGES 242 - 242**

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

15. Consider and possibly adopt a Resolution recognizing Floyd Frank for his Induction into the National Multicultural Western Heritage Museum Hall of Fame.

**SEE ATTACHMENTS ON PAGES 243 - 243**

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

## **COUNTY TREASURER:**

16. Receive and File Investment Schedule for June, 2016, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 244 - 246**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **DISTRICT CLERK:**

17. Receive and file Certificate of Completion for Jamie Smith Jefferson County District Clerk. District Clerk Jamie Smith has successfully completed the continuing education hours for 2015 as prescribed in Section 51.605 of the Texas Government Code.

**SEE ATTACHMENTS ON PAGES 247 - 247**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **ENGINEERING:**

18. Execute, receive and file Utility Permit 05-U-16 to Faust Engineering and Surveying, Inc. for the distribution of sanitary sewer along Smith Road. This project is in Precinct 4 and inside the City of Beaumont ETJ.

**SEE ATTACHMENTS ON PAGES 248 - 258**

**Motion by: Commissioner Arnold**

**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  
July 11, 2016*

19. Execute, receive and file Pipeline Permit 03-P-16 to Chevron Phillips Chemical Company LP for the distribution of Ethane-Feedstock and a pipeline for LPG-Feedstock, starting from the Chevron Phillips Company LP Cedar Bayou Plant and terminating at the Valero Fannett Storage Terminal. This project is located in Precinct 2.

**SEE ATTACHMENTS ON PAGES 259 - 270**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

20. Consider and possibly approve a Replat of Lots 10, 11, 17 and 18 Block 1 out of Queensberry Estates, Section 1, and a 23.82 acre tract into Deer Run Estates, Lots 1, 2, 3 and 4. This plat is located at the end of Nato Road in Precinct No. 1.

**SEE ATTACHMENTS ON PAGES 271 - 273**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

21. Consider and possibly approve a Minor Plat of 4 lots for Westbury Estates located along West Road in Precinct No. 1. The concerns by DD#6 have been answered and this is an updated plat.

**SEE ATTACHMENTS ON PAGES 274 - 274**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

22. Consider and possibly approve a Resolution authorizing application for Grant No. 3037901 for Body Worn Cameras through the State of Texas Criminal Justice Division.

**SEE ATTACHMENTS ON PAGES 275 - 275**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

23. Consider and possibly approve a Resolution recognizing Robert L. Smith for 25 years and 10 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well on his retirement.

**SEE ATTACHMENTS ON PAGES 276 - 277**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**Other Business:**

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

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

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



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

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

July 11, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-019/YS, Term Contract for Sheriff's Department (Jefferson County) Uniforms & Equipment. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Sheriff's Department (Jefferson County)  
 Uniforms & Equipment

**BID NO:** IFB 16-019/YS

**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, August 9, 2016

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 11149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 13, 2016 & July 20, 2016

**IFB 16-019/YS**  
**Term Contract for Sheriff's Department (Jefferson County)**  
**Uniforms & Equipment**  
**Bids due: 11:00 AM CDT, Tuesday, August 9, 2016**

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**Bidder is responsible for returning all required pages (marked with an "X" above) with the bid.**

**Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.**

**<http://www.co.jefferson.tx.us/purchasing/main.htm>**

## Instructions to Bidders

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### 1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

**All bids shall be tightly sealed in an opaque envelope or box and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

### 2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

### 3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

### 5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

## 6. County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 23 & 26	Friday & Monday	Christmas

## 7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

## 8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## 9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### 10. **Contract**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

#### 11. **Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

#### 12. **Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

#### 13. **Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

#### 14. **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

#### 15. **Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

#### 16. **Delivery**

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.**

#### 17. **Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**18. Currency**

Prices calculated by the bidder shall be stated in U.S. dollars.

**19. Pricing**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**20. Notice to Proceed/Purchase Order**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

**21. Certification**

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

**22. Definitions**

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

**23. Minority-Women Business Enterprise Participation**

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

## General Conditions of Bidding and Terms of Contract

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By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

### 1. Bidding

**1.1 Bids.** All bids must be submitted on the bid form furnished in this package.

**1.2 Authorized Signatures.** The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

**1.3 Late Bids.** Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

**1.4 Withdrawal of Bids Prior to Bid Opening.** A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

**1.5 Withdrawal of Bids after Bid Opening.** Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

**1.6 Bid Amounts.** Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

**1.7 Exceptions and/or Substitutions.** All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

**1.8 Alternates.** The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

**1.9 Descriptions.** Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 Bid Alterations.** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.11 Tax Exempt Status.** Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**1.12 Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.

Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

**1.14 Silence of Specifications for Complete Units.** All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

**1.15 Addenda.** Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

**1.16 General Bid Bond/Surety Requirements.** Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.17 General Insurance Requirements.** Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.18 Responsiveness.** A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.19 Responsible Standing of Bidder.** To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**1.20 Proprietary Data.** Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

**1.21 Public Bid Opening.** Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

## 2. Performance

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 Age and Manufacture.** All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 Delivery Location.** All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

**2.4 Delivery Schedule.** Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

**2.5 Delivery Charges.** All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

**2.6 Installation Charges.** All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 Operating Instructions and Training.** Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

**2.8 Storage.** Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 Compliance with Federal, State, County, and Local Laws.** Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.** The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

**2.11 Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 Samples, Demonstrations and Testing.** At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

**2.13 Acceptability.** All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 Maintenance.** Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**2.15 Material Safety Data Sheets.** Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

**2.16 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### 3. Purchase Orders and Payment

**3.1 Purchase Orders.** A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

**3.2 Invoices.** All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

**3.3 Prompt Payment.** In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

**3.4 Funding.** Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

### 4. Contract

**4.1 Contract Definition.** The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.4 Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

**4.5 Termination.** Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other

obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

**4.6 Conflict of Interest.** Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.7 Injuries or Damages Resulting from Negligence.** Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.8 Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.

**4.9 Warranty.** The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**4.10 Uniform Commercial Code.** The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 Venue.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

**4.12 Sale, Assignment, or Transfer of Contract.** The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

**4.13 Silence of Specifications.** The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## Special Requirements/Instructions

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The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid.

Vendor shall use an opaque envelope or box, clearly indicating on the outside the **Bid Number, Bid Name, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders** shall submit **one (1) original and two (2) copies** of the bid.

### 2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.**

### 3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

**At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:**

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website** at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### 4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

### 5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County. Delivery shall be made to the Jefferson County Sheriff's Department **within fifteen (15) days** of receipt of order. All delivery and freight charges are to be included in the bid price. Deliver F.O.B. Jefferson County Sheriff's Department with freight prepaid and

allowed. Bidder bears freight charges. If Vendor is unable to make delivery within fifteen (15) days, Vendor shall notify department of the delay and of the anticipated delivery date. Vendor shall indicate on the bid form those items that it knows will require more than fifteen (15) days to delivery, and shall state the expected number of days required for delivery. If the ordering department requests that they pick up the item, they shall do so within seven (7) days of notification that the item has come in. **Bidder shall indicate on the bid form what items cannot be delivered within fifteen (15) days, and when delivery may be expected.**

**6. Payment**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

**7. Usage Reports**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**8. Insurance**

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements**

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

Property Insurance (policy below that is applicable to this project):

- Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
- Builder's Risk Policy: Structural Coverage for Construction Projects
- Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)
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**9. Workers' Compensation Insurance**

9.1 Definitions:

- 9.1.1 **Certificate of coverage (“Certificate”)** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor’s/person’s work on the project has been completed and accepted by the governmental entity.
- 9.1.3 **Persons providing services on the project (“subcontractor”) in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 9.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers’ Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
  - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
  - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-019/YS, Term Contract for Sheriff's Department (Jefferson County) Uniforms & Equipment.

### ITEMS FOR BID

**1. MALE PRESTIGE ADVANCE TROUSER – ELBECO STYLE E474  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Fabric:** Cleyne & Tinker A3035 or Burlington 606A 10.5-11 oz., 75% Polyester/25% worsted wool (long-staple), tropical weave with 6-8% engineered stretch for increased comfort and durability. Color: Dark Navy. To assure consistency in shade, the fabric shall be made from top-dyed fibers and not piece-dyed in fabric form.

**Style:** Shall be on a uniform pattern, having a plain front with quarter top front pockets, a watch pocket,  $\frac{7}{8}$ " belt loops, and two back pockets.

**Pockets:** Quarter top front pocket opening will be a minimum  $6\frac{1}{2}$ " and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned, and restitched. There shall be a tandem stitch along the front pocket facing to give additional stability and strength to the pocket. Inside front pocket facing shall be a separate piece of self material finishing no less than  $1\frac{1}{4}$ " wide. Back pockets shall have a minimum opening of 6" and be 6" deep. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. Left pocket shall have a tab to button. Watch pocket, located approximately  $2\frac{1}{2}$ " to the front of the right seam at the waistband, shall have an approximate opening of 3" and shall be 3" deep. Front pockets and watch pockets shall each have a straight bartack and each back pocket shall be bartacked with a triangular machine.

**Pocketing:** All pocketing shall be black 65% Polyester/35% Cotton with a minimum thread count of 70 x 48; weight shall be 4.3 oz./sq. yd.

**Waistband:** Must be of Comfort Stretch 2000 construction for superior comfort and performance. The curtain, attached with a rocap machine, shall be made of black, bias-cut, cotton blended twill and shall have two continuous parallel  $\frac{3}{16}$ " wide silicone bands for shirt retention. The inside of the waistband shall be made from a stretch, breathable non-woven material for support. A  $\frac{3}{4}$ " strip of similar breathable stretch material shall be sewn into the waistband along the top for a non-roll edge control. Finished waistband shall be 2" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. Finished waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain. No alternative waistband will be acceptable.

**Inner Fly/Crotch:** Right fly and front crotch linings shall be the same fabric and color as the waistband curtain. There shall be a non-woven interlining sewn to the fly to give additional stability and strength to the fly. Right fly lining shall be sewn to the left fly below the zipper and continue centered on the join seam across the inseam and end 1 inch onto the backseam. A separate French fly made of the outer fabric shall be sewn to the inside right fly. There shall be a triple strength crotch reinforcement to prevent seam failure in the crotch and inseam area. The crotch shall be secured with two rows of stitching. One row shall be on the inside of the trouser, then turned and an additional row shall be sewn on the outside of the trouser.

**Belt Loops:** There shall be a minimum of five (5) lined belt loops on waist sizes 28, 29, 30, and a minimum of seven (7) lined loops on all sizes over 30. Each loop shall be  $\frac{7}{8}$ " wide of double thickness, with stitching on the face size  $\frac{3}{8}$ " from each edge. Except for the back loop, which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a  $1\frac{5}{8}$ " belt.

**Zipper:** Trousers shall be closed with a brass memory lock zipper and have a brass bottom stop at the base of the zipper chain. The straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly, and the right fly lining. Right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.

**Creasing:** Front and back creases in the trouser legs must incorporate a permanent modified silicone crease produced by the Creaset™ System.

**Seaming:** The entire trouser is to be seamed with Polyester core or 100% Polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.

**Striping:** Trouser shall have a stripe down the outseam of each leg from the waistband down to be piggybacked 1/2" navy on 3/4" dark grey.

**Labels:** Trouser shall have a sewn-in woven label on the left hip pocket bag, containing style name and fabric content. A permanent size label and care instruction label shall be sewn to the woven label. An outside waistband label shall be marked with lot number, size, fiber content, and cut number.

**Finishing and Pressing:** All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There shall be a Jet-clip attached to the top fly of the finished trouser.

**UPC Identification:** A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist the Sheriff's Department in encoding UPC information.

**Finished Dimensions**

Size	Waist	Seat	Rise	Thigh	Knee
28		38.4	10.4	25.0	18.50
29		39.3	10.5	25.0	18.75
30		40.3	10.6	26.0	19.00
31		41.2	10.8	26.0	19.25
32		42.1	10.9	26.5	19.50
33		43.1	11.0	27.0	19.75
34		44.0	11.1	27.5	20.00
35		45.0	11.3	28.0	20.25
36		45.9	11.4	28.5	20.50
37		46.8	11.5	29.0	20.75
38		47.8	11.6	29.0	21.00
40		49.6	11.9	30.0	21.50
42		51.5	12.1	31.0	22.00
44		53.4	12.4	32.0	22.50
46		55.3	12.6	33.0	23.00
48		57.1	12.9	33.5	23.50
50		59.0	13.1	34.5	24.00
52		60.9	13.4	35.5	24.50
54		62.8	13.6	36.0	25.00

**2. MALE PRESTIGE ADVANCE LONG SLEEVE SHIRT – ELBECO STYLE E474 (OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering

after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar, cuffs, yoke, pockets and flaps shall be top stitched with two rows of stitching.

**Fabric:** Cleyn & Tinker A3035 or Burlington 606A 10.5-11 oz., 75% Polyester/25% worsted wool (long-staple), tropical weave with 6-8% engineered stretch for increased comfort and durability. Color: Dark Navy. To assure consistency in shade, the fabric shall be made from top-dyed fibers and not piece-dyed in fabric form.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Shape and style of both leaf and stand shall conform to the TT89 Collar. Points, medium spread, are to be approximately 3" in length. Back of the stand shall measure  $1\frac{1}{2}$ "; stand shall fasten with one button. There shall be one horizontal buttonhole. The leaf shall be made of three pieces; two pieces of self cloth and one whole Dacron lining, which shall be fused to the top collar. The leaf shall be top stitched with two rows of stitching. Permanent collar stays shall be secured to the bottom ply. Collar stays shall be of good quality Stalar vinyl,  $2\frac{3}{4}$ " in length and  $\frac{3}{8}$ " wide. Innerstand and inner yoke shall be made of a compatible Combed Cotton blended poplin fabric for additional comfort.

**Sleeves:** Sleeves shall be straight and whole. The cuffs shall be  $2\frac{7}{8}$ " in width and shall fasten with two buttons. They shall be top stitched with two rows of stitching. They shall be made to accommodate removable metal buttons. The sleeve opening shall measure  $4\frac{7}{8}$ " from top of cuff. The top facing for this opening is to be  $1\frac{1}{4}$ " wide and the bottom facing to finish about  $\frac{1}{2}$ " wide. Button shall be placed on sleeve opening with corresponding buttonhole. Sleeves shall be secured to the body of the shirt by means of a double needle stitch. The side closing seams shall be secured with a merrow stitch with a safety stitch.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** The left front shall have a center facing  $1\frac{3}{4}$ " wide, extending from the collar stand to the bottom of the shirt. There shall be four rows of stitching on the center, two on each side. There shall be six vertical buttonholes in the center front. There shall be removable metal button accommodations. The right front shall have a button stand,  $\frac{7}{8}$ " double stitched the full length. There shall be six 20 ligne black melamine buttons securely attached to the button stand, corresponding to the buttonholes in the center front. There shall be removable metal button accommodations.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of cotton blended poplin. Yoke shall be joined to the back of the shirt with two rows of stitching.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish  $5\frac{5}{8}$ " wide and 6" long. The pockets shall be set to the shirt with two rows of stitching. The left breast pocket shall have a pencil compartment about  $1\frac{1}{4}$ " wide. Both pockets shall have a  $1\frac{1}{2}$ " box stitching top and bottom to prevent spreading.

**Flaps:** Pockets shall have two scalloped flaps to finish  $5\frac{3}{4}$ " in length,  $2\frac{3}{4}$ " in width at center, and  $2\frac{1}{2}$ " in width at sides. Top stitching and the setting of the flaps shall be done with two rows of stitching. Left flap shall have a pencil opening about  $1\frac{1}{4}$ " in width. Flaps shall be interlined. There shall be a non-functional matching button and a buttonhole sewn on the flap. Flaps shall be made to accommodate removable metal buttons.

**Flap Closure:** The side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tabs shall be reinforced on the inside of the shirt by means of a strip of material  $1\frac{1}{2}$ " wide stitched and folded so that no raw edges show. The reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. The badge tab shall have two small (horizontal) buttonholes,  $1\frac{1}{4}$ " apart with the bottom buttonhole  $1\frac{1}{2}$ " above top of left flap.

**Shoulder Straps:** Shoulder straps shall be pointed at the end toward the neck of the shirt; the other end shall be sewn in sleeve head seam. Pointed ends shall be fastened with one button.

Straps shall measure 2" at sleeve and taper to  $1\frac{3}{8}$ "; straps shall be set about  $\frac{1}{2}$ " from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam. There shall be a small buttonhole in the yoke for the insertion of a removable metal button. There shall also be a protective piece sewn under the yoke to protect the wearer from the metal toggle. Shoulder straps shall be double stitched all around; this double stitch shall be through the shoulder straps only; it is not to catch the shoulder straps to the shirt.

**Permanent Creases:** Shirt shall have five permanent military creases, which are to be applied via a pneumatically controlled application of silicon sealant, so as to give permanency to the creases for the life of the garment. There shall be one crease in front extending from hem to joining seam. There shall be three vertical creases in back, with the middle crease on the center back line and the side back creases spaced equally from the center crease.

**Interlining:** Top center shall be lined with Viltec 504. Flaps and bands shall be 6800 crease and task. Cuffs shall be 37 durapress. Collar shall be 250 denier Dacron.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Labels:** Woven label with brand and content shall be sewn in yoke, with size label sewn next to it. Care label shall be sewn in bottom hem.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed two to a box with the sizes marked on the outside of the box at one end.

**Finished Dimensions:**

Neck Size	Chest	Waist	Back Length
14.0	39	34	$32\frac{1}{2}$
14.5	41	36	$32\frac{5}{8}$
15.0	43	38	$32\frac{3}{4}$
15.5	45	40	$32\frac{7}{8}$
16.0	47	42	$33\frac{1}{8}$
16.5	49	44	$33\frac{1}{2}$
17.0	51	46	$33\frac{7}{8}$
17.5	53	49	35
18.0	55	52	35
18.5	57	54	$35\frac{7}{8}$
19.0	59	57	$36\frac{3}{8}$

**3. MALE PRESTIGE ADVANCE SHORT SLEEVE SHIRT – ELBECO STYLE 8840  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts shall have permanent military creases using the Creaset™ method. No substitutes shall be accepted.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar, yoke, pockets and flaps shall be top stitched with two rows of stitching.

**Fabric:** Cleyn & Tinker A3035 or Burlington 606A 10.5-11 oz., 75% Polyester/25% worsted wool (long-staple), tropical weave with 6-8% engineered stretch for increased comfort and durability.

**Color:** Dark Navy. To assure consistency in shade, the fabric shall be made from top-dyed fibers and not piece-dyed in fabric form.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Convertible collar shall be one piece and shall measure  $3\frac{1}{4}$ " long at points and  $1\frac{5}{8}$ " wide at back. Collar shall be constructed of two plies of basic material and one ply of 250 denier Dacron lining. Collar shall be topstitched with two rows of stitching. Permanent collar stays shall be secured to the bottom ply. Collar stays shall be of good quality Stalar vinyl,  $2\frac{3}{4}$ " in length and  $\frac{3}{8}$ " wide. Innerstand and inner yoke shall be made of a compatible Combed Cotton blended poplin fabric for additional comfort.

**Sleeves:** Sleeves shall be straight and whole and have a 1" hem. These shall be graded in length so as to finish from the shoulder seam as follows:

Size	Finished Length
14 and $14\frac{1}{2}$	$9\frac{1}{2}$ "
15, $15\frac{1}{2}$ , and 16	10"
$16\frac{1}{2}$ through $18\frac{1}{2}$	$10\frac{1}{2}$ "
19 through 20	11"

Sleeves shall be secured to the body of the shirt by means of a double needle stitch. The side closing seams shall be secured with a merrow stitch with a safety stitch.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** Each front shall have a facing 3" in width, extending from the neckline to the bottom of the shirt provided by a turnunder of material. Left front shall also have a lined box pleat  $1\frac{3}{4}$ " wide finished, running full length of the shirt with four rows of stitching, two on each side. Center front shall contain seven vertical buttonholes placed  $\frac{3}{4}$ " from edge, first at neck, second  $2\frac{1}{2}$ " down, balance  $3\frac{1}{2}$ " apart. There shall be removable metal button accommodations.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of cotton blended poplin. Yoke shall be joined to the back of the shirt with two rows of stitching.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish  $5\frac{5}{8}$ " wide and 6" long. Pockets shall be set to the shirt with two rows of stitching. Left breast pocket shall have a pencil compartment about  $1\frac{1}{4}$ " wide. Both pockets shall have a  $1\frac{1}{2}$ " box stitching top and bottom to prevent spreading.

**Flaps:** Pockets shall have two scalloped flaps to finish  $5\frac{3}{4}$ " in length,  $2\frac{3}{4}$ " in width at center, and  $2\frac{1}{2}$ " in width at sides. Top stitching and the setting of the flaps shall be done with two rows of stitching. Left flap shall have a pencil opening about  $1\frac{1}{4}$ " in width. Flaps shall be interlined. There shall be a non-functional matching button and a buttonhole sewn on the flap. Flaps shall be made to accommodate removable metal buttons.

**Flap Closure:** The side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tabs shall be reinforced on the inside of the shirt by means of a strip of material  $1\frac{1}{2}$ " wide stitched and folded so that no raw edges show. Reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes,  $1\frac{1}{4}$ " apart with the bottom buttonhole  $1\frac{1}{2}$ " above top of left flap.

**Shoulder Straps:** Shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. Pointed ends shall be fastened with one matching button. Straps shall measure 2" at sleeve and taper to  $1\frac{3}{8}$ ". Straps shall be set about  $\frac{1}{2}$ " from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam. There shall be a small buttonhole in the yoke for the insertion of a removable metal button. There shall also be a protective piece sewn under the yoke to protect the wearer from the metal toggle. Shoulder straps shall be double stitched all around; double stitch shall be

through the shoulder straps only; it is not to catch the shoulder straps to the shirt.

**Permanent Creases:** Shirt shall have five permanent military creases, which are to be applied via a pneumatically controlled application of silicon sealant, so as to give permanency to the creases for the life of the garment. There shall be one crease in front extending from hem to joining seam. There shall be three vertical creases in back, with the middle crease on the center back line and the side back creases spaced equally from the center crease.

**Interlining:** Top center shall be lined with Viltec 504. Flaps shall be 6800 crease and task. Collar shall be 250 denier Dacron.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Labels:** Woven label with brand and content shall be sewn in yoke, with size label sewn next to it. Care label shall be sewn in bottom hem.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed two to a box with the sizes marked on the outside of the box at one end.

**Finished Dimensions:**

Neck Size	Chest	Waist	Back Length
14.0	39	34	32 $\frac{1}{2}$
14.5	41	36	32 $\frac{5}{8}$
15.0	43	38	32 $\frac{3}{4}$
15.5	45	40	32 $\frac{7}{8}$
16.0	47	42	33 $\frac{1}{8}$
16.5	49	44	33 $\frac{1}{2}$
17.0	51	46	33 $\frac{7}{8}$
17.5	53	49	35
18.0	55	52	35
18.5	57	54	35 $\frac{7}{8}$
19.0	59	57	36 $\frac{3}{8}$

**4. FEMALE PRESTIGE ADVANCE LONG SLEEVE SHIRT – ELBECO STYLE 9340  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts shall have permanent military creases using the Creaset™ method. No substitutes shall be accepted.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar, cuffs, yoke, pockets and flaps shall be top stitched with two rows of stitching.

**Fabric:** Cley & Tinker A3035 or Burlington 606A 10.5-11 oz., 75% Polyester/25% worsted wool (long-staple), tropical weave with 6-8% engineered stretch for increased comfort and durability. Color: Dark Navy. To assure consistency in shade, the fabric shall be made from top-dyed fibers and not piece-dyed in fabric form.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Shape and style of both leaf and stand shall conform to the TT89 Collar. Points, medium spread, are to be approximately 3" in length. Back of the stand shall measure  $1\frac{1}{2}$ "; stand shall fasten with one button. There shall be one horizontal buttonhole. Leaf shall be made of three pieces; two pieces of self cloth and one whole Dacron lining, which shall be fused to the top collar. Leaf shall be top stitched with two rows of stitching. Permanent collar stays shall be secured to the bottom ply. Collar stays shall be of good quality Stalar vinyl,  $2\frac{1}{2}$ " in length and  $\frac{3}{8}$ " wide. Innerstand and inner yoke shall be made of a compatible Combed Cotton blended poplin fabric for additional comfort.

**Sleeves:** Sleeves shall be straight and whole. Cuffs are to be  $2\frac{5}{8}$ " in width and to fasten with two buttons; they are to be top stitched with two rows of stitching. They shall be made to accommodate metal buttons. Sleeve opening shall measure  $3\frac{7}{8}$ " from top of cuff. Top facing for this opening is to be  $1\frac{1}{4}$ " wide and the bottom facing to finish about  $\frac{1}{2}$ " wide. Button shall be placed on sleeve opening with corresponding buttonhole. Sleeves shall be secured to the body of the shirt by means of a double needle stitch. Side closing seams shall be secured with a merrow stitch with a safety stitch.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** Right front shall have a center facing  $1\frac{3}{4}$ " wide, extending from the neckline to the bottom of the shirt. There are to be four rows of stitching on the center, two on each side. There are to be six vertical buttonholes in the center, space  $3\frac{1}{2}$ " apart. Left front shall have a button stand,  $\frac{7}{8}$ " wide double stitched the full length. There shall be six 20 ligne black melamine buttons securely attached to the button stand, corresponding to the buttonholes in the center front. There shall be removal metal button accommodations.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of cotton blended poplin. Yoke shall be joined to the back of the shirt with two rows of stitching.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish 5" wide and  $5\frac{1}{2}$ " long. Pockets shall be set to the shirt with two rows of stitching. Left breast pocket shall have a pencil compartment about  $1\frac{1}{4}$ " wide. Both pockets shall have a  $1\frac{1}{4}$ " box stitching top and bottom to prevent spreading.

**Flaps:** Pockets shall have two scalloped flaps to finish  $5\frac{1}{4}$ " in length,  $2\frac{3}{8}$ " in width at center, and  $2\frac{1}{8}$ " in width at sides. Top stitching and the setting of the flaps shall be done with two rows of stitching. Left flap shall have a pencil opening about  $1\frac{1}{4}$ " in width. Flaps shall be interlined. There shall be a non-functional matching button and a buttonhole sewn on the flap. Flaps shall be made to accommodate removable metal buttons.

**Flap Closure:** Side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tabs shall be reinforced on the inside of the shirt by means of a strip of material  $1\frac{1}{2}$ " wide stitched and folded so that no raw edges show. The reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes,  $1\frac{1}{4}$ " apart with the bottom buttonhole  $1\frac{1}{2}$ " above top of left flap.

**Shoulder Straps:** Shoulder straps shall be pointed at the end toward the neck of the shirt; the other end shall be sewn in sleeve head seam. Pointed ends shall be fastened with one button. Straps shall measure 2" at sleeve and taper to  $1\frac{3}{8}$ ". Straps shall be set about  $\frac{1}{2}$ " from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam. There shall be a small buttonhole in the yoke for the insertion of a removable metal button. There shall also be a protective piece sewn under the yoke to protect the wearer from the metal toggle. Shoulder straps shall be double stitched all around; double stitch shall be through the shoulder straps only; it is not to catch the shoulder straps to the shirt.

**Permanent Creases:** Shirt shall have five permanent military creases, which are to be applied via a pneumatically controlled application of silicon sealant, so as to give permanency to the creases for the life of the garment. There shall be one crease in each front extending from hem to

joining seam. There shall be three vertical creases in back, with the middle crease on the center back line and the side back creases spaced equally from the center crease.

**Interlining:** Top center shall be lined with Viltec 504. Flaps and bands shall be 6800 crease and task. Cuffs shall be 37 durapress. Collar shall be 250 denier Dacron.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Labels:** Woven label with brand and content shall be sewn in yoke, with size label sewn next to it. Care label shall be sewn in bottom hem.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed two to a box with the sizes marked on the outside of the box at one end.

**Finished Dimensions:**

Size	Bust	Waist	Back	Sleeve length
30	37.0	32.0	29 $\frac{1}{4}$	31 $\frac{3}{8}$
32	38.0	33.0	29 $\frac{1}{4}$	31 $\frac{3}{8}$
34	39.5	34.5	29 $\frac{1}{4}$	31 $\frac{3}{8}$
36	41.0	36.0	29 $\frac{3}{4}$	32 $\frac{1}{2}$
38	42.5	37.5	30 $\frac{1}{2}$	32 $\frac{1}{2}$
40	43.5	38.5	30 $\frac{1}{2}$	33 $\frac{1}{2}$
42	45.5	40.5	30 $\frac{1}{2}$	33
44	47.5	42.5	31 $\frac{1}{4}$	34
46	49.5	44.5	31 $\frac{1}{4}$	34
48	51.5	46.5	31 $\frac{1}{4}$	34 $\frac{1}{2}$

**5. FEMALE PRESTIGE ADVANCE SHORT SLEEVE SHIRT – ELBECO STYLE 9840  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts shall have permanent military creases using the Creaset™ method. No substitutes shall be accepted.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar, yoke, pockets and flaps shall be top stitched with two rows of stitching.

**Fabric:** Cleyne & Tinker A3035 or Burlington 606A 10.5-11 oz., 75% Polyester/25% worsted wool (long-staple), tropical weave with 6-8% engineered stretch for increased comfort and durability. Color: Dark Navy. To assure consistency in shade, the fabric shall be made from top-dyed fibers and not piece-dyed in fabric form.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Convertible collar shall be one piece and shall measure 3 $\frac{1}{8}$ " long at points and 1 $\frac{5}{8}$ " wide at back. Collar shall be constructed of two plies of basic material and one ply of 250 denier Dacron lining; collar shall be topstitched with two rows of stitching. Permanent collar stays shall be secured to the bottom ply. Collar stays shall be of good quality Stalar vinyl, 2 $\frac{3}{4}$ " in length and  $\frac{3}{8}$ " wide. Innerstand and inner yoke shall be made of a compatible Combed Cotton blended poplin

fabric for additional comfort.

**Sleeves:** Sleeves shall be straight and whole and have a 1" hem. The finish shall be 9" long from shoulder seam. Sleeves shall be secured to the body of the shirt by means of a double needle stitch. Side closing seams shall be secured with a merrow stitch with a safety stitch.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** Each front shall have a facing 3" in width, extending from the neckline to the bottom of the shirt provided by a turnunder of material. Left front shall also have a lined box pleat  $1\frac{3}{4}$ " wide finished, running full length of the shirt with four rows of stitching, two on each side. Center front shall contain seven vertical buttonholes placed  $\frac{3}{4}$ " from edge, first at neck, second  $2\frac{1}{2}$ " down, balance  $3\frac{1}{2}$ " apart. There shall be removable metal button accommodations.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of cotton blended poplin. Yoke shall be joined to the back of the shirt with two rows of stitching.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish 5" wide and  $5\frac{1}{2}$ " long. The pockets shall be set to the shirt with two rows of stitching. Left breast pocket shall have a pencil compartment about  $1\frac{1}{4}$ " wide. Both pockets shall have a  $1\frac{1}{2}$ " box stitching top and bottom to prevent spreading.

**Flaps:** The pockets shall have two scalloped flaps to finish  $5\frac{1}{4}$ " in length,  $2\frac{3}{8}$ " in width at center, and  $2\frac{1}{8}$ " in width at sides. Top stitching and the setting of the flaps shall be done with two rows of stitching. Left flap shall have a pencil opening about  $1\frac{1}{4}$ " in width. Flaps shall be interlined. There shall be a non-functional matching button and a buttonhole sewn on the flap. Flaps shall be made to accommodate removable metal buttons.

**Flap Closure:** The side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tabs shall be reinforced on the inside of the shirt by means of a strip of material  $1\frac{1}{2}$ " wide stitched and folded so that no raw edges show. The reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes,  $1\frac{1}{4}$ " apart with the bottom buttonhole  $1\frac{1}{2}$ " above top of left flap.

**Shoulder Straps:** Shoulder straps shall be pointed at the end toward the neck of the shirt; the other end shall be sewn in sleeve head seam. Pointed ends shall be fastened with one matching button. Straps shall measure 2" at sleeve and taper to  $1\frac{3}{8}$ ". Straps shall be set about  $\frac{1}{2}$ " from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam. There shall be a small buttonhole in the yoke for the insertion of a removable metal button. There shall also be a protective piece sewn under the yoke to protect the wearer from the metal toggle. Shoulder straps shall be double stitched all around; double stitch shall be through the shoulder straps only; it is not to catch the shoulder straps to the shirt.

**Permanent Creases:** Shirt shall have five permanent military creases, which are to be applied via a pneumatically controlled application of silicon sealant, so as to give permanency to the creases for the life of the garment. There shall be one crease in front extending from hem to joining seam. There shall be three vertical creases in back, with the middle crease on the center back line and the side back creases spaced equally from the center crease.

**Interlining:** Top center shall be lined with Viltec 504. Flaps shall be 6800 crease and task. Collar shall be 250 denier Dacron.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Labels:** Woven label with brand and content shall be sewn in yoke, with size label sewn next to it. Care label shall be sewn in bottom hem.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed two to a box with the sizes marked on the outside of the box at one end.

**Finished Dimensions:**

Size	Bust	Waist	Back
30	37.0	32.0	29 $\frac{1}{4}$
32	38.0	33.0	29 $\frac{1}{4}$
34	39.5	34.5	29 $\frac{1}{4}$
36	41.0	36.0	29 $\frac{3}{4}$
38	42.5	37.5	30 $\frac{1}{2}$
40	43.5	38.5	30 $\frac{1}{2}$
42	45.5	40.5	30 $\frac{1}{2}$
44	47.5	42.5	31 $\frac{1}{4}$
46	49.5	44.5	31 $\frac{1}{4}$
48	51.5	46.5	31 $\frac{1}{4}$

**6. FEMALE PRESTIGE ADVANCE TROUSER – ELBECO STYLE E9474  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Fabric:** Cleyn & Tinker A3035 or Burlington 606A 10.5-11 oz., 75% Polyester/25% worsted wool (long-staple), tropical weave with 6-8% engineered stretch for increased comfort and durability. Color: Dark Navy. To assure consistency in shade, the fabric shall be made from top-dyed fibers and not piece-dyed in fabric form.

**Style:** Trousers shall be made on a modified ladies pattern, having a plain front with quarter top front pockets, a watch pocket,  $\frac{7}{8}$ " belt loops, two back pockets, and elastic side panels.

**Pockets:** Front pocket opening shall be a minimum 6" and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned, and restitched. There shall be a tandem stitch along the front pocket facing to give additional stability and strength to the pocket. Inside front pocket facing shall be a separate piece of self material finishing no less than 1 $\frac{1}{4}$ " wide. Back pockets shall have a minimum opening of 5" on size 8 and below, and 5 $\frac{1}{2}$ " on size 10 and above, and be 6" deep. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. Left pocket shall have a tab to button. Watch pocket, located approximately 2 $\frac{1}{2}$ " to the front of the right side seam at the waistband, shall have an approximate opening of 3" and shall be 3" deep. Front pockets and watch pocket shall each have a straight bartack and each back pocket shall be bartacked with a triangular machine.

**Pocketing:** All pocketing shall be black 65% Polyester/35% Cotton with a minimum thread count of 70 x 48, weight shall be 4.3 oz./sq. yd.

**Waistband:** Waistband shall be of ComfortStretch 2000 construction for superior comfort and performance. The curtain, attached with a rocap machine, shall be made of black, bias-cut, cotton blended twill and shall have two continuous parallel 3/16" wide silicone bands for shirt retention. Inside of the waistband shall be made from a stretch, breathable non-woven material for support. A  $\frac{3}{4}$ " strip of a similar breathable stretch material shall be sewn into the waistband along the top for non-roll edge control. Finished waistband shall be 2" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. There shall be 4" elastic sewn into each side of the waistband for superior fit. Finished waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain. No alternative waistband shall be acceptable.

**Inside Trim:** Right fly and crotch linings shall be the same fabric and color as the waistband curtain. There shall be a non-woven interlining fused to the fly to give additional stability and strength to the fly. Right fly lining shall be sewn to the left fly below the zipper. A separate French fly made of the outer fabric shall be sewn to the inside right fly.

**Belt Loops:** There shall be a minimum of five belt loops on waist size 8 and below, and a minimum of seven on all sizes 10 and above. Each loop shall be  $\frac{7}{8}$ " wide of double thickness, with stitching on the face side  $\frac{3}{8}$ " from each edge. Except for the back loop, which shall be tacked on top, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a  $1\frac{5}{8}$ " belt.

**Zipper:** Trousers shall be closed with a brass memory lock zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. Right and left sly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.

**Creasing:** The front and back crease in the trouser legs shall incorporate a permanent modified silicone crease produced by the Creaset™ System.

**Seaming:** The entire trouser shall be seamed with Polyester core or 100% Polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine. The outside trouser leg shall be seam busted.

**Striping:** Trouser shall have a stripe down the outseam of each leg from the waistband down to be piggybacked  $\frac{1}{2}$ " navy on  $\frac{3}{4}$ " dark grey.

**Labels:** Trouser shall have a sewn-in woven label on the left hip pocket bag, containing style name and fabric content. A permanent size label and care instruction label shall be sewn to the woven label. There shall be an outside waistband label, which shall be marked with lot number, size, fiber content, and cut number.

**Finishing and Pressing:** All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There shall be a Jet-clip attached to the top fly of the finished trouser.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Finished Dimensions:**

Size	Waist	Front Rise	Seat	Thigh	Knee
2	25.5	8.56	37.50	24.60	17.25
4	26.5	8.75	38.50	25.25	17.75
6	27.5	8.90	39.50	25.90	18.25
8	28.5	9.10	40.50	26.50	18.75
10	29.5	9.30	41.50	27.00	19.25
12	31.0	9.56	42.75	28.00	19.75
14	32.5	9.80	44.00	28.90	20.25
16	34.0	10.00	45.25	29.75	20.75
18	36.0	10.40	47.00	30.80	21.25
20	28.0	10.70	49.00	31.90	21.75
22	40.0	11.00	50.90	32.90	22.25
24	42.0	11.30	52.75	34.00	22.75
26	44.0	11.60	54.60	35.00	23.25

**7. ELBECO TEX-TROP WITH ZIPPER – FEMALE LONG SLEEVE – ELBECO STYLE E9474  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workman-

ship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts shall have permanent sewn-in military stitches.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs shall be single stitched  $\frac{1}{4}$ " from the edge. The pockets and flaps shall be single stitched on the edge.

**Fabric:** To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric shall be 9.5 to 10 ounce per linear yard, tropical weave with mechanical stretch, 100% texturized polyester. Fabric shall be enhanced with Industrial Laundry Friendly NANO-DRY technology by Burlington. Style #618.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Shape and style of both leaf and stand shall conform to the TT89 Collar. Points, medium spread, are to be approximately 3" in length. Back of the stand shall measure  $1\frac{1}{2}$ ". Leaf shall be made of three pieces; two piece of self cloth and one whole lining, which shall be fused to the top collar. Collar stays shall be of good quality Stalar vinyl,  $2\frac{1}{2}$ " in length and  $\frac{3}{8}$ " wide and shall be attached to the bottom collar. Stand shall fasten with one button. There shall be one horizontal button hole. Innerstand and inner yoke shall be made of matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58.

**Sleeves:** Sleeves shall be straight and whole. Cuffs shall be  $2\frac{5}{8}$ " in width and shall fasten with two buttons. There shall be a single stitch  $\frac{7}{16}$ " from top of cuff. Sleeve opening shall measure  $3\frac{7}{8}$ " from top of cuff. Top facing for this opening shall be  $1\frac{1}{4}$ " wide and the bottom facing shall finish about  $\frac{1}{2}$ " wide. Button shall be placed on sleeve opening with corresponding buttonhole. Sleeves shall be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch shall be used on the side closing seams as well.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** Front shall have a center facing  $1\frac{1}{2}$ " wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching  $\frac{7}{8}$ " apart. Center front shall contain six (6) vertical buttonholes placed  $\frac{3}{4}$ " from edge and  $3\frac{1}{2}$ " apart. Button stand,  $\frac{7}{8}$ " wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

**Zipper:** A 14" nylon zipper shall be sewn to the fronts and shall be positioned  $1\frac{1}{2}$ " below the first front button and shall replace the second, third, fourth, and fifth front buttons, which are to be sewn on the top center. The neck button, first front button are to be functional.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish 5" wide and  $5\frac{1}{2}$ " long. Left breast pocket shall have a pencil compartment about  $1\frac{1}{4}$ " wide. Both pockets shall have  $1\frac{1}{4}$ " box stitching top and bottom to prevent spreading.

**Flaps:** Pockets shall have two scalloped flaps to finish  $5\frac{1}{4}$ " in length,  $2\frac{3}{8}$ " in width at center, and  $2\frac{1}{8}$ " in width at sides. Flaps shall be secured to the front of the shirt with two rows of stitching approximately  $\frac{1}{4}$ " above top of pocket. Left flap shall have a pencil opening about  $1\frac{1}{2}$ " in width. Flaps shall be interlined. There shall be a matching button and a buttonhole sewn on the flap.

**Flap Closures:** The side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tabs shall be reinforced on the inside of the shirt by means of a strip of material 1½" wide stitched and folded so that no raw edges show. The reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes, 1¼" apart with the bottom buttonhole 1½" above top of left flap.

**Shoulder Straps:** Shoulder straps shall be pointed at the end toward the neck of the shirt; the other end shall be sewn in sleeve head seam. Pointed ends shall be fastened with one matching button. Straps shall measure 2" at sleeve and taper to 1⅜". Straps shall be set about ½" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

**Permanent Creases:** Shirt shall have permanent military creases. Creases shall be stitched in shirt only, not through pockets and flaps. There shall be one crease in front extending from hem to joining seam. There shall be three vertical creases in back, with the middle crease on the center back line and the side back creases spaced equally from the center crease.

**Interlining:** Flaps shall be EZ crease. Top center shall be lined with 505 Viltec. Bands and cuffs shall be 3.75 weight Durapress.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Size Marking:** Size shall be marked with indelible ink on a size loop attached to basic label in yoke.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed two to a box with the sizes marked on the outside of the box at one end.

**Finished Dimensions:**

Size	Bust	Waist	Back
30	37.0	32.0	28
32	38.0	33.0	28
34	39.5	34.5	28½
36	41.0	36.0	28½
38	42.5	37.5	28½
40	43.5	38.5	29¼
42	45.5	40.5	29¼
44	47.5	42.5	30
46	49.5	44.5	30
48	51.5	46.5	30

**8. ELBECO TEX-TROP WITH ZIPPER – FEMALE SHORT SLEEVE (OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts shall have permanent sewn-in military stitches.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs shall be single stitched ¼"

from the edge. The pockets and flaps shall be single stitched on the edge.

**Fabric:** To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric shall be 9.5 to 10 ounce per linear yard, tropical weave with mechanical stretch, 100% texturized polyester. Fabric shall be enhanced with Industrial Laundry Friendly NANO-DRY technology by Burlington. Style #618.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Convertible collar shall be one piece and shall measure  $3\frac{1}{8}$ " long at the points and  $1\frac{5}{8}$ " wide at back. There shall be one horizontal buttonhole. Collar shall be constructed of two plies of basic material and one ply of D331 top fuse lining. Collar stays shall be of good quality Stalar vinyl,  $2\frac{1}{2}$ " in length and  $\frac{3}{8}$ " wide and be attached to bottom collar. Collar and inner yoke shall be lined with matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58. Collar lining shall be banana shaped.

**Sleeves:** Sleeves shall be straight and whole with 1" hem. The finish shall be 9" long from shoulder seam. Sleeves shall be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch shall be used on the side closing seams as well.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** The front shall have a center facing 3" wide extending from neckline to bottom of shirt provided by a turn under of material. Right front shall also have a lined box pleat  $1\frac{1}{2}$ " wide finished, running full length of the shirt and shall be topstitched  $\frac{1}{4}$ " from both edges. Center front shall contain seven (7) vertical buttonholes placed  $\frac{3}{4}$ " from edge, first at neck, second  $2\frac{1}{2}$ " down, balance  $3\frac{1}{2}$ " apart.

**Zipper:** A 14" nylon zipper shall be sewn to the fronts and shall be positioned  $1\frac{1}{2}$ " below the first front button and shall replace the second, third, fourth, and fifth front buttons, which are to be sewn on the top center. The neck button and first front button shall be functional.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish 5" wide and  $5\frac{1}{2}$ " long. The left breast pocket shall have a pencil compartment about  $1\frac{1}{4}$ " wide. Both pockets shall have  $1\frac{1}{4}$ " box stitching top and bottom to prevent spreading.

**Flaps:** The pockets shall have two scalloped flaps to finish  $5\frac{1}{4}$ " in length,  $2\frac{3}{8}$ " in width at center, and  $2\frac{1}{8}$ " in width at sides. Flaps shall be secured to the front of the shirt with two rows of stitching approximately  $\frac{1}{4}$ " above top of pocket. The left flap shall have a pencil opening about  $1\frac{1}{2}$ " in width. Flaps shall be interlined. There shall be a matching button and a buttonhole sewn on the flap.

**Flap Closure:** The side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tab shall be reinforced on the inside of the shirt by means of a strip of material  $1\frac{1}{2}$ " wide stitched and folded so that no raw edges show. The reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. The badge tab shall have two small (horizontal) buttonholes,  $1\frac{1}{4}$ " apart with the bottom buttonhole  $1\frac{1}{2}$ " above top of left flap.

**Shoulder Straps:** The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. Straps shall measure 2" at sleeve and taper to  $1\frac{3}{8}$ ". Straps shall be set about  $\frac{1}{2}$ " from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

**Permanent Creases:** Shirt shall have permanent military creases. Creases shall be stitched in shirt only, not through pockets and flaps. There shall be one crease in front extending from hem to joining seam. There shall be three vertical creases in back, with the middle crease on the cen-

ter back line and the side back creases spaced equally from the center crease.

**Interlining:** Flaps shall be EZ crease. Top center shall be lined with 505 Viltec. Bands and cuffs shall be 3.75 weight Durapress.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Size Marking:** Size shall be marked with indelible ink on size loop attached to basic label in yoke.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags; shipped in strong boxes so as not to be damaged in shipment; and packed two to a box with the sizes marked on the outside of the box at one end.

**Finished Dimensions:**

Size	Bust	Waist	Back
30	37.0	32.0	28
32	38.0	33.0	28
34	39.5	34.5	28 $\frac{1}{2}$
36	41.0	36.0	28 $\frac{1}{2}$
38	42.5	37.5	28 $\frac{1}{2}$
40	43.5	38.5	29 $\frac{1}{4}$
42	45.5	40.5	29 $\frac{1}{4}$
44	47.5	42.5	30
46	49.5	44.5	30
48	51.5	46.5	30

**9. ELBECO TEX-TROP WITH ZIPPER – MALE LONG SLEEVE  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts shall have permanent sewn-in military stitches.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs shall be single stitched  $\frac{1}{4}$ " from the edge. The pockets and flaps shall be single stitched on the edge.

**Fabric:** To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric shall be 9.5 to 10 ounce per linear yard, tropical weave with mechanical stretch, 100% texturized polyester. Fabric shall be enhanced with Industrial Laundry Friendly NANO-DRY technology by Burlington. Style #618.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Shape and style of both leaf and stand shall conform to the TT89 Collar. Points, medium spread, are to be approximately 3" in length. Back of the stand shall measure 1 $\frac{1}{2}$ ". Leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which shall be fused to the top collar. Collar stays shall be of good quality Stalar vinyl, 2 $\frac{1}{2}$ " in length and  $\frac{3}{8}$ " wide and shall be attached to the bottom collar. Stand shall fasten with one button. There shall be one horizontal button hole. Innerstand and inner yoke shall be made of matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58.

**Sleeves:** Sleeves shall be straight and whole. Cuffs shall be 2 $\frac{7}{8}$ " in width and shall fasten with two buttons. There shall be a single stitch 7/16" from top of cuff. The sleeve opening shall

measure  $4\frac{7}{8}$ " from top of cuff. Top facing for this opening shall be  $1\frac{1}{4}$ " wide and the bottom facing shall finish about  $\frac{1}{2}$ " wide. Button shall be placed on sleeve opening with corresponding buttonhole. Sleeves shall be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch; the same stitch shall be used on the side closing seams as well.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** Front shall have a center facing  $1\frac{1}{2}$ " wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching  $\frac{7}{8}$ " apart. Center front shall contain six (6) vertical buttonholes placed  $\frac{3}{4}$ " from edge and  $3\frac{1}{2}$ " apart. The button stand,  $\frac{7}{8}$ " wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

**Zipper:** A 14" nylon zipper shall be sewn to the fronts and shall be positioned  $1\frac{1}{2}$ " below the first front button and shall replace the second, third, fourth, and fifth front buttons, which are to be sewn on the top center. The neck button, first front button are to be functional.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish  $5\frac{5}{8}$ " wide and 6" long. The left breast pocket shall have a pencil compartment about  $1\frac{1}{4}$ " wide. Both pockets shall have  $1\frac{1}{4}$ " box stitching top and bottom to prevent spreading.

**Flaps:** The pockets shall have two scalloped flaps to finish  $5\frac{3}{4}$ " in length,  $2\frac{3}{4}$ " in width at center, and  $2\frac{1}{2}$ " in width at sides. Flaps shall be secured to the front of the shirt with two rows of stitching approximately  $\frac{1}{4}$ " above top of pocket. Left flap shall have a pencil opening about  $1\frac{1}{2}$ " in width. Flaps shall be interlined. There shall be a matching button and a buttonhole sewn on the flap.

**Flap Closure:** The side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tabs shall be reinforced on the inside of the shirt by means of a strip of material  $1\frac{1}{2}$ " wide stitched and folded so that no raw edges show. The reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes,  $1\frac{1}{4}$ " apart with the bottom buttonhole  $1\frac{1}{2}$ " above top of left flap.

**Shoulder Straps:** Shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. Pointed ends shall be fastened with one matching button. Straps shall measure 2" at sleeve and taper to  $1\frac{3}{8}$ ". Straps shall be set about  $\frac{1}{2}$ " from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

**Permanent Creases:** Shirt shall have permanent military creases. Creases shall be stitched in shirt only, not through pockets and flaps. There shall be one crease in each front extending from hem to joining seam. There shall be three vertical creases in back, with the middle crease on the center back line and the side back creases spaced equally from the center crease.

**Interlining:** Flaps shall be EZ crease. Top center shall be lined with 505 Viltec. Bands and cuffs shall be 3.75 weight Durapress.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Size Marking:** Size shall be marked with indelible ink on a size loop attached to basic label in yoke.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed two to a box with the sizes marked on the outside of the box at one end.

**Finished Dimensions:**

Size	Chest	Waist	Back Length
14.0	39	34	32.25
14.5	41	36	32.62
15.0	43	38	32.75
15.5	45	40	32.87
16.0	47	42	33.12
16.5	49	44	33.50
17.0	51	46	33.87
17.5	53	49	35.00
18.0	55	52	35.37
18.5	57	54	35.87

**10. ELBECO TEX-TROP WITH ZIPPER – MALE SHORT SLEEVE  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts shall have permanent sewn-in military stitches.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs shall be single stitched  $\frac{1}{4}$ " from the edge. The pockets and flaps shall be single stitched on the edge.

**Fabric:** To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric shall be 9.5 to 10 ounce per linear yard, tropical weave with mechanical stretch, 100% texturized polyester. Fabric shall be enhanced with Industrial Laundry Friendly NANO-DRY technology by Burlington. Style #618.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Convertible collar shall be one piece and shall measure  $3\frac{1}{4}$ " long at the points and  $1\frac{5}{8}$ " wide at back. Collar shall be constructed of two plies of basic material and one ply of D331 top fuse lining. Collar stays shall be of good quality Stalar vinyl,  $2\frac{3}{4}$ " in length and  $\frac{3}{8}$ " wide and be attached to bottom collar. The collar and inner yoke shall be lined with matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58. Collar lining shall be banana shaped.

**Sleeves:** Sleeves shall be straight and whole with 1" hem. These shall be graded in length so as to finish from the shoulder seam as follows:

Size	Finished Length
14 and $14\frac{1}{2}$	$9\frac{1}{2}$ "
15, $15\frac{1}{2}$ , and 16	10"
$16\frac{1}{2}$ through $18\frac{1}{2}$	$10\frac{1}{2}$ "

Sleeves shall be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch shall be used on the side closing seams as well.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** Front shall have a center facing 3" wide extending from neckline to bottom of shirt provided by a turnunder of material. Right front shall also have a lined box pleat  $1\frac{1}{2}$ " wide finished, running full length of the shirt and shall be topstitched  $\frac{1}{4}$ " from both edges. Center front shall contain six (6) vertical buttonholes placed  $\frac{3}{4}$ " and  $3\frac{1}{2}$ " apart.

**Zipper:** A 14" nylon zipper shall be sewn to the fronts and shall be positioned  $1\frac{1}{2}$ " below the first front button and shall replace the second, third, fourth, and fifth front buttons, which are to be sewn on the top center. The neck button and first front button shall be functional.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish  $5\frac{5}{8}$ " wide and 6" long. Left breast pocket shall have a pencil compartment about  $1\frac{1}{4}$ " wide. Both pockets shall have  $1\frac{1}{4}$ " box stitching top and bottom to prevent spreading.

**Flaps:** The pockets shall have two scalloped flaps to finish  $5\frac{3}{4}$ " in length,  $2\frac{3}{4}$ " in width at center, and  $2\frac{1}{2}$ " in width at sides. Flaps shall be secured to the front of the shirt with two rows of stitching approximately  $\frac{1}{4}$ " above top of pocket. Left flap shall have a pencil opening about  $1\frac{1}{2}$ " in width. Flaps shall be interlined. There shall be a matching button and a buttonhole sewn on the flap.

**Flap Closure:** The side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tab shall be reinforced on the inside of the shirt by means of a strip of material  $1\frac{1}{2}$ " wide stitched and folded so that no raw edges show. The reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes,  $1\frac{1}{4}$ " apart with the bottom buttonhole  $1\frac{1}{2}$ " above top of left flap.

**Shoulder Straps:** Shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. Pointed ends shall be fastened with one matching button. Straps shall measure 2" at sleeve and taper to  $1\frac{3}{8}$ ". Straps shall be set about  $\frac{1}{2}$ " from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

**Permanent Creases:** Shirt shall have permanent military creases. Creases shall be stitched in shirt only, not through pockets and flaps. There shall be one crease in each front extending from hem to joining seam. There shall be three vertical creases in back, with the middle crease on the center back line and the side back creases spaced equally from the center crease.

**Interlining:** Flaps shall be EZ crease. Top center shall be lined with 505 Viltec. Bands and cuffs shall be 3.75 weight Durapress.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Size Marking:** Size shall be marked with indelible ink on a size loop attached to basic label in yoke.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed two to a box with the sizes marked on the outside of the box at one end.

**Finished Dimensions:**

Size	Chest	Waist	Back Length
14.0	39	34	32.25
14.5	41	36	32.62
15.0	43	38	32.75
15.5	45	40	32.87
16.0	47	42	33.12
16.5	49	44	33.50
17.0	51	46	33.87
17.5	53	49	35.00
18.0	55	52	35.37
18.5	57	54	35.87

**11. ELBECO MALE TEX-TROP TROUSER – STYLE E314  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Fabric:** To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric shall be 11.5 to 12 ounce per linear yard, gabardine weave with mechanical stretch, 100% texturized polyester with Industrial Laundry Friendly NANO-DRY technology by Burlington-Raeford. Color: Dark Navy Blue. There shall be a Kaumograph on the inner face of the fabric to insure NANO-DRY authenticity.

**Style:** Shall be on a uniform pattern, having a plain front with quarter top front pockets,  $\frac{7}{8}$ " belt loops, and two back pockets. Elbeco Tex-Trop brand or pre-approved equal only.

**Pockets:** The quarter top front pocket opening will be a minimum  $6\frac{1}{2}$ " and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned, and restitched. Inside front pocket facing shall be a separate piece of self material finishing no less than  $1\frac{1}{4}$ " wide. Back pockets shall have a minimum opening of  $5\frac{1}{2}$ " and be 6" deep. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. Left pocket shall have a tab to button. Front pockets and watch pockets shall each have a straight bartack and each back pocket shall be bartacked with a triangular machine.

**Pocketing:** All pocketing shall be black 65% Polyester/35% Cotton with a minimum thread count of 70 x 48; weight shall be 4.3 oz./sq. yd.

**Waistband:** Must be of Comfort Stretch 2000 construction for superior comfort and performance. The curtain, attached with a rocap machine, shall be made of black, bias-cut, cotton blended twill and shall have two continuous parallel  $\frac{3}{16}$ " wide silicone bands for shirt retention. Inside of the waistband shall be made from a stretch, breathable non-woven material for support. A  $\frac{3}{4}$ " strip of similar breathable stretch material shall be sewn into the waistband along the top for a non-roll edge control. Finished waistband shall be 2" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. Finished waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain. No alternative waistband will be acceptable.

**Inner Fly/Crotch:** Right fly and front crotch linings shall be the same fabric and color as the waistband curtain. There shall be a non-woven interlining sewn to the fly to give additional stability and strength to the fly. Right fly lining shall be sewn to the left fly below the zipper and continue centered on the join seam across the inseam and end 1" onto the backseam. A separate French fly made of the outer fabric shall be sewn to the inside right fly. There shall be a triple strength crotch reinforcement to prevent seam failure in the crotch and inseam area. The crotch shall be secured with two rows of stitching. One row shall be on the inside of the trouser, then turned and an additional row shall be sewn on the outside of the trouser.

**Zipper:** Trousers shall be closed with a brass memory lock zipper and have a brass bottom stop at the base of the zipper chain. The straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right

and left fly, and the right fly lining. Right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.

**Belt Loops:** There shall be a minimum of five (5) lined belt loops on waist sizes 28, 29, 30, and a minimum of seven (7) lined loops on all sizes over 30. Each loop shall be  $\frac{7}{8}$ " wide of double thickness, with stitching on the face size  $\frac{3}{8}$ " from each edge. Except for the back loop, which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a  $1\frac{5}{8}$ " belt.

**Creasing:** The front and back creases in the trouser legs must incorporate a permanent modified silicone crease produced by the Creaset™ System.

**Seaming:** The entire trouser shall be seamed with Polyester core or 100% Polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.

**Striping:** Trouser shall have a stripe down the outseam of each leg from the waistband down to be piggybacked  $\frac{1}{2}$ " navy on  $\frac{3}{4}$ " dark grey.

**Labels:** The trouser shall have a sewn-in giving care instructions and an outside waistband label which shall be marked with lot number, size, fiber content, and cut number. A permanent size label shall be sewn inside on the hip pocket.

**Finishing and Pressing:** All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There shall be a Jet-clip attached to the top fly of the finished trouser.

**UPC Identification:** A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist the Sheriff's Department in encoding UPC information.

**Finished Dimensions:**

Size	Waist	Seat	Rise	Thigh	Knee
	28	37.75	9.80	24.40	18.50
	29	38.60	10.00	24.80	18.75
	30	39.50	10.13	25.25	19.00
	31	40.40	10.25	25.68	19.25
	32	41.25	10.40	26.13	19.50
	33	42.13	10.50	26.56	19.75
	34	43.00	10.60	27.00	20.00
	35	43.90	10.75	27.40	20.25
	36	44.75	10.80	27.90	20.50
	37	45.60	11.00	28.30	20.75
	38	46.50	11.13	28.75	21.00
	40	48.30	11.40	29.60	21.50
	42	50.20	11.60	30.50	22.00
	44	52.00	11.80	31.40	22.50
	46	53.90	12.13	32.25	23.00
	48	55.80	12.40	33.00	23.50
	50	57.69	12.60	33.75	24.00
	52	59.60	12.90	34.50	24.50

**12. ELBECO TEX-TROP FEMALE LONG SLEEVE  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts shall have per-

manent sewn-in military stitches.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs shall be single stitched  $\frac{1}{4}$ " from the edge. The pockets and flaps shall be single stitched on the edge.

**Fabric:** To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric shall be 9.5 to 10 ounce per linear yard, tropical weave with mechanical stretch, 100% texturized polyester. Fabric shall be enhanced with Industrial Laundry Friendly NANO-DRY technology by Burlington. Style #618.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Shape and style of both leaf and stand shall conform to the TT89 Collar. Points, medium spread, are to be approximately 3" in length. Back of the stand shall measure  $1\frac{1}{2}$ ". Leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which shall be fused to the top collar. Collar stays shall be of good quality Stalar vinyl,  $2\frac{1}{2}$ " in length and  $\frac{3}{8}$ " wide and shall be attached to the bottom collar. The stand shall fasten with one button. There shall be one horizontal button hole. Innerstand and inner yoke shall be made of matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58.

**Sleeves:** Sleeves shall be straight and whole. Cuffs shall be  $2\frac{5}{8}$ " in width and shall fasten with two buttons. There shall be a single stitch  $\frac{7}{16}$ " from top of cuff. Sleeve opening shall measure  $3\frac{7}{8}$ " from top of cuff. Top facing for this opening shall be  $1\frac{1}{4}$ " wide and the bottom facing shall finish about 2" wide. Button shall be placed on sleeve opening with corresponding buttonhole. Sleeves shall be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch; the same stitch shall be used on the side closing seams as well.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** Front shall have a center facing  $1\frac{1}{2}$ " wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching  $\frac{7}{8}$ " apart. Center front shall contain six (6) vertical buttonholes placed  $\frac{3}{4}$ " from edge and  $3\frac{1}{2}$ " apart. The button stand,  $\frac{7}{8}$ " wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish 5" wide and  $5\frac{1}{2}$ " long. The left breast pocket shall have a pencil compartment about  $1\frac{1}{4}$ " wide. Both pockets shall have  $1\frac{1}{4}$ " box stitching top and bottom to prevent spreading.

**Flaps:** Pockets shall have two scalloped flaps to finish  $5\frac{1}{4}$ " in length,  $2\frac{3}{8}$ " in width at center, and  $2\frac{1}{8}$ " in width at sides. Flaps shall be secured to the front of the shirt with two rows of stitching approximately  $\frac{1}{4}$ " above top of pocket. Left flap shall have a pencil opening about  $1\frac{1}{4}$ " in width. Flaps shall be interlined. There shall be a matching button and a buttonhole sewn on the flap.

**Flap Closure:** The side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tabs shall be reinforced on the inside of the shirt by means of a strip of material  $1\frac{1}{2}$ " wide stitched and folded so that no raw edges show. The reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes,  $1\frac{1}{4}$ " apart with the bottom buttonhole  $1\frac{1}{2}$ " above top of left flap.

**Shoulder Straps:** Shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. Pointed ends shall be fastened with one matching button. Straps shall measure 2" at sleeve and taper to  $1\frac{3}{8}$ ". Straps shall be set about 2" from the

collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

**Permanent Creases:** Shirt shall have permanent military creases. Creases shall be stitched in shirt only, not through pockets and flaps. There shall be one crease in each front extending from hem to joining seam. There shall be three vertical creases in back, with the middle crease on the center back line and the side back creases spaced equally from the center crease.

**Interlining:** Flaps shall be EZ crease. Top center shall be lined with QST interlining. Bands and cuffs shall be 37 weight Durapress.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Labels:** TextTrop woven label shall be sewn in yoke, with size label sewn next to it. Care and content label shall be sewn in bottom hem.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric. Navy shirt shall be made to accommodate removal metal buttons on shoulder straps, pocket flaps, and cuffs.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed two to a box with the sizes marked on the outside of the box at one end.

**Finished Dimensions:**

Size	Bust	Waist	Back Length	Sleeve Length
30	37	32	29 $\frac{1}{4}$	31 $\frac{1}{4}$
32	38	33	29 $\frac{1}{4}$	31 $\frac{3}{8}$
34	39 $\frac{1}{2}$	34 $\frac{1}{2}$	29 $\frac{1}{4}$	31 $\frac{5}{8}$
36	41	36	29 $\frac{3}{4}$	32 $\frac{1}{2}$
38	42 $\frac{1}{2}$	37 $\frac{1}{2}$	29 $\frac{3}{4}$	32 $\frac{5}{8}$
40	43 $\frac{1}{2}$	38 $\frac{1}{2}$	30 $\frac{1}{2}$	33 $\frac{3}{8}$
42	45 $\frac{1}{2}$	40 $\frac{1}{2}$	30 $\frac{1}{2}$	34
44	47 $\frac{1}{2}$	42 $\frac{1}{2}$	31 $\frac{1}{4}$	34 $\frac{1}{4}$
46	49 $\frac{1}{2}$	44 $\frac{1}{2}$	31 $\frac{1}{4}$	34 $\frac{1}{2}$
48	51 $\frac{1}{2}$	46 $\frac{1}{2}$	31 $\frac{1}{4}$	34 $\frac{3}{4}$

**13. ELBECO TEX-TROP FEMALE SHORT SLEEVE  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts shall have permanent sewn-in military stitches.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs shall be single stitched  $\frac{1}{4}$ " from the edge. The pockets and flaps shall be single stitched on the edge.

**Fabric:** To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric shall be 9.5 to 10 ounce per linear yard, tropical weave with mechanical stretch, 100% texturized polyester. Fabric shall be enhanced with Industrial Laundry Friendly NANO-DRY technology by Burlington. Style #618.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Shape and style of both leaf and stand shall conform to the TT89 Collar. Points, medium spread, are to be approximately 3" in length. Back of the stand shall measure 1 $\frac{1}{2}$ ". Leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which shall be fused to the top collar. Collar stays shall be of good quality Stalar vinyl, 2 $\frac{1}{2}$ " in length and  $\frac{3}{8}$ " wide and shall be attached to the bottom collar. Stand shall fasten with one button. There shall be one horizontal button hole. Innerstand and inner yoke shall be made of matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58.

**Sleeves:** Sleeves shall be straight and whole. Cuffs shall be 2 $\frac{5}{8}$ " in width and shall fasten with two buttons. There shall be a single stitch 7/16" from top of cuff. Sleeve opening shall measure 3 $\frac{7}{8}$ " from top of cuff. Top facing for this opening shall be 1 $\frac{1}{4}$ " wide and the bottom facing shall finish about 2" wide. Button shall be placed on sleeve opening with corresponding buttonhole. Sleeves shall be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch; the same stitch shall be used on the side closing seams as well.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** Front shall have a center facing 1 $\frac{1}{2}$ " wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching  $\frac{7}{8}$ " apart. Center front shall contain six (6) vertical buttonholes placed  $\frac{3}{4}$ " from edge and 3 $\frac{1}{2}$ " apart. Button stand,  $\frac{7}{8}$ " wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish 5" wide and 5 $\frac{1}{2}$ " long. Left breast pocket shall have a pencil compartment about 1 $\frac{1}{4}$ " wide. Both pockets shall have 1 $\frac{1}{4}$ " box stitching top and bottom to prevent spreading.

**Flaps:** Pockets shall have two scalloped flaps to finish 5 $\frac{1}{4}$ " in length, 2 $\frac{3}{8}$ " in width at center, and 2 $\frac{1}{8}$ " in width at sides. Flaps shall be secured to the front of the shirt with two rows of stitching approximately  $\frac{1}{4}$ " above top of pocket. Left flap shall have a pencil opening about 1 $\frac{1}{4}$ " in width. Flaps shall be interlined. There shall be a matching button and a buttonhole sewn on the flap.

**Flap Closure:** The side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tabs shall be reinforced on the inside of the shirt by means of a strip of material 1 $\frac{1}{2}$ " wide stitched and folded so that no raw edges show. The reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes, 1 $\frac{1}{4}$ " apart with the bottom buttonhole 1 $\frac{1}{2}$ " above top of left flap.

**Shoulder Straps:** Shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. Pointed ends shall be fastened with one matching button. Straps shall measure 2" at sleeve and taper to 1 $\frac{3}{8}$ ". Straps shall be set about 2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

**Permanent Creases:** Shirt shall have permanent military creases. Creases shall be stitched in shirt only, not through pockets and flaps. There shall be one crease in each front extending from hem to joining seam. There shall be three vertical creases in back, with the middle crease on the center back line and the side back creases spaced equally from the center crease.

**Interlining:** Flaps shall be EZ crease. Top center shall be lined with QST interlining. Bands and cuffs shall be 37 weight Durapress.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall

be available to assist Agency in encoding UPC information.

**Labels:** TextTrop woven label shall be sewn in yoke, with size label sewn next to it. Care and content label shall be sewn in bottom hem.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric. Navy shirt shall be made to accommodate removal metal buttons on shoulder straps, pocket flaps, and cuffs.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed two to a box with the sizes marked on the outside of the box at one end.

**Finished Dimensions:**

Size	Bust	Waist	Back Length	Sleeve Length
30	37	32	29 $\frac{1}{4}$	31 $\frac{1}{4}$
32	38	33	29 $\frac{1}{4}$	31 $\frac{3}{8}$
34	39 $\frac{1}{2}$	34 $\frac{1}{2}$	29 $\frac{1}{4}$	31 $\frac{5}{8}$
36	41	36	29 $\frac{3}{4}$	32 $\frac{1}{2}$
38	42 $\frac{1}{2}$	37 $\frac{1}{2}$	29 $\frac{3}{4}$	32 $\frac{5}{8}$
40	43 $\frac{1}{2}$	38 $\frac{1}{2}$	30 $\frac{1}{2}$	33 $\frac{3}{8}$
42	45 $\frac{1}{2}$	40 $\frac{1}{2}$	30 $\frac{1}{2}$	34
44	47 $\frac{1}{2}$	42 $\frac{1}{2}$	31 $\frac{1}{4}$	34 $\frac{1}{4}$
46	49 $\frac{1}{2}$	44 $\frac{1}{2}$	31 $\frac{1}{4}$	34 $\frac{1}{2}$
48	51 $\frac{1}{2}$	46 $\frac{1}{2}$	31 $\frac{1}{4}$	34 $\frac{3}{4}$

**14. ELBECO TEX-TROP MALE LONG SLEEVE  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts shall have permanent sewn-in military stitches.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs shall be single stitched  $\frac{1}{4}$ " from the edge. The pockets and flaps shall be single stitched on the edge.

**Fabric:** To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric shall be 9.5 to 10 ounce per linear yard, tropical weave with mechanical stretch, 100% texturized polyester. Fabric shall be enhanced with Industrial Laundry Friendly NANO-DRY technology by Burlington. Style #618.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Shape and style of both leaf and stand shall conform to the TT89 Collar. Points, medium spread, are to be approximately 3" in length. Back of the stand shall measure 1 $\frac{1}{2}$ ". Leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which shall be fused to the top collar. Collar stays shall be of good quality Stalar vinyl, 2 $\frac{1}{2}$ " in length and  $\frac{3}{8}$ " wide and shall be attached to the bottom collar. Stand shall fasten with one button. There shall be one horizontal button hole. Innerstand and inner yoke shall be made of matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58.

**Sleeves:** Sleeves shall be straight and whole. Cuffs shall be 2 $\frac{7}{8}$ " in width and shall fasten with two buttons. There shall be a single stitch 7/16" from top of cuff. The finish shall be 9" long from shoulder seam. Sleeve opening shall measure 4 $\frac{7}{8}$ " from top of cuff. Top facing for this opening shall be 1 $\frac{1}{4}$ " wide and the bottom facing shall finish about 2" wide. Button shall be placed on

sleeve opening with corresponding buttonhole. Sleeves shall be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch; the same stitch shall be used on the side closing seams as well.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** Front shall have a center facing  $1\frac{1}{2}$ " wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching  $\frac{7}{8}$ " apart. Center front shall contain six (6) vertical buttonholes placed  $\frac{3}{4}$ " from edge and  $3\frac{1}{2}$ " apart. Button stand,  $\frac{7}{8}$ " wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish  $5\frac{5}{8}$ " wide and 6" long. The left breast pocket shall have a pencil compartment about  $1\frac{1}{4}$ " wide. Both pockets shall have  $1\frac{1}{4}$ " box stitching top and bottom to prevent spreading.

**Flaps:** Pockets shall have two scalloped flaps to finish  $5\frac{3}{4}$ " in length,  $2\frac{3}{4}$ " in width at center, and  $2\frac{1}{2}$ " in width at sides. Flaps shall be secured to the front of the shirt with two rows of stitching approximately  $\frac{1}{4}$ " above top of pocket. Left flap shall have a pencil compartment about  $1\frac{1}{4}$ " in width. Flaps shall be interlined. There shall be a matching button and a buttonhole sewn on the flap.

**Flap Closure:** The side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tabs shall be reinforced on the inside of the shirt by means of a strip of material  $1\frac{1}{2}$ " wide stitched and folded so that no raw edges show. The reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes,  $1\frac{1}{4}$ " apart with the bottom buttonhole  $1\frac{1}{2}$ " above top of left flap.

**Shoulder Straps:** Shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. Pointed ends shall be fastened with one matching button. Straps shall measure 2" at sleeve and taper to  $1\frac{3}{8}$ ". Straps shall be set about 2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

**Permanent Creases:** Shirt shall have permanent military creases. Creases shall be stitched in shirt only, not through pockets and flaps. There shall be one crease in each front extending from hem to joining seam. There shall be three vertical creases in back, with the middle crease on the center back line and the side back creases spaced equally from the center crease.

**Interlining:** Flaps shall be EZ crease. Top center shall be lined with QST interlining. Bands and cuffs shall be 37 Durapress.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Labels:** TexTrop woven label shall be sewn in yoke, with size label sewn next to it. Care and content label shall be sewn in bottom hem.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric. Navy shirt shall be made to accommodate removal metal buttons on shoulder straps, pocket flaps, and cuffs.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed two to a box with the sizes marked on the outside of

the box at one end.

**Finished Dimensions:**

Size	Chest	Waist	Back Length
14.0	39	35	32 $\frac{1}{8}$
14.5	41	37	32 $\frac{1}{4}$
15.0	43	29	32 $\frac{3}{8}$
15.5	45	41	32 $\frac{5}{8}$
16.0	47	43	32 $\frac{3}{4}$
16.5	49	45	33
17.0	51	47	33 $\frac{1}{2}$
17.5	53	50	34 $\frac{1}{2}$
18.0	55	53	34 $\frac{5}{8}$
18.5	57	55	35 $\frac{1}{2}$

**15. ELBECO TEX-TROP MALE SHORT SLEEVE  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Style:** It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts shall be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts shall have permanent sewn-in military stitches.

**Tailoring:** It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches shall be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs shall be single stitched  $\frac{1}{4}$ " from the edge. The pockets and flaps shall be single stitched on the edge.

**Fabric:** To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric shall be 9.5 to 10 ounce per linear yard, tropical weave with mechanical stretch, 100% texturized polyester. Fabric shall be enhanced with Industrial Laundry Friendly NANO-DRY technology by Burlington. Style #618.

**Creasing:** Pockets and pocket flaps shall be die creased to give uniform shape and size.

**Collar:** Convertible collar shall be one piece and shall measure 3 $\frac{1}{4}$ " long at points and 1 $\frac{5}{8}$ " wide at back. Collar shall be constructed of two plies of basic material and one ply of D331 top fuse lining. Collar stays shall be of good quality Stalar vinyl, 2 $\frac{3}{4}$ " in length and  $\frac{3}{8}$ " wide and be attached to the bottom collar. There shall be one horizontal buttonhole. Collar and inner yoke shall be lined with matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58. Collar lining shall be banana shaped.

**Sleeves:** Sleeves shall be straight and whole with 1" hem. These shall be graded in length so as to finish from the shoulder seam as follows:

Size	Finished Length
14 and 14 $\frac{1}{2}$	9 $\frac{1}{2}$ "
15, 15 $\frac{1}{2}$ , and 16	10"
16 $\frac{1}{2}$ through 18 $\frac{1}{2}$	10 $\frac{1}{2}$ "

Sleeves shall be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch; the same stitch shall be used on the side closing seams as well.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Front:** Front shall have a center facing 3 wide extending from the collar stand to bottom of shirt provided by a turnunder of material. Left front shall also have a lined box pleat  $1\frac{1}{2}$ " wide finished, running full length of the shirt and shall be topstitched  $\frac{1}{4}$ " from both edges. Center front shall contain six (6) vertical buttonholes placed  $\frac{3}{4}$ " from edge, first at neck, second  $2\frac{1}{2}$ " down, balance  $3\frac{1}{2}$ " apart.

**Back:** There shall be a yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.

**Pockets:** Shirt shall have two breast pockets with mitered corners to finish  $5\frac{5}{8}$ " wide and 6" long. Left breast pocket shall have a pencil compartment about  $1\frac{1}{4}$ " wide. Both pockets shall have  $1\frac{1}{4}$ " box stitching top and bottom to prevent spreading.

**Flaps:** Pockets shall have two scalloped flaps to finish  $5\frac{3}{4}$ " in length,  $2\frac{3}{4}$ " in width at center, and  $2\frac{1}{2}$ " in width at sides. Flaps shall be secured to the front of the shirt with two rows of stitching approximately  $\frac{1}{4}$ " above top of pocket. Left flap shall have a pencil compartment about  $1\frac{1}{4}$ " in width. Flaps shall be interlined. There shall be a matching button and a buttonhole sewn on the flap.

**Flap Closure:** Side points of the flaps shall be secured to the pockets by means of Velcro fasteners sewn onto the flaps and pockets.

**Badge Tab:** Badge tabs shall be reinforced on the inside of the shirt by means of a strip of material  $1\frac{1}{2}$ " wide stitched and folded so that no raw edges show. The reinforcement strip shall extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes,  $1\frac{1}{4}$ " apart with the bottom buttonhole  $1\frac{1}{2}$ " above top of left flap.

**Shoulder Straps:** Shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. Pointed ends shall be fastened with one matching button. Straps shall measure 2" at sleeve and taper to  $1\frac{3}{8}$ ". Straps shall be set about 2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

**Permanent Creases:** Shirt shall have permanent military creases. Creases shall be stitched in shirt only, not through pockets and flaps. There shall be one crease in each front extending from hem to joining seam. There shall be three vertical creases in back, with the middle crease on the center back line and the side back creases spaced equally from the center crease.

**Interlining:** Flaps shall be EZ crease. Top center shall be lined with QST interlining. Bands and cuffs shall be 37 Durapress.

**UPC Identification:** A printed UPC bar code tag shall be attached to every garment so as to be visible in the package. The UPC bar code shall identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist Agency in encoding UPC information.

**Labels:** TexTrop woven label shall be sewn in yoke, with size label sewn next to it. Care and content label shall be sewn in bottom hem.

**Buttons:** All buttons shall be made from melamine material for durability and shall match fabric. Navy shirt shall be made to accommodate removal metal buttons on shoulder straps, pocket flaps, and cuffs.

**Pressing and Packing:** Shirts shall be carefully pressed by hand in first class manner and individually packaged in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed two to a box with the sizes marked on the outside of the box at one end.

**Finished Dimensions:**

Size	Chest	Waist	Back Length
14.0	39	35	32 $\frac{1}{8}$
14.5	41	37	32 $\frac{1}{4}$
15.0	43	29	32 $\frac{3}{8}$
15.5	45	41	32 $\frac{5}{8}$
16.0	47	43	32 $\frac{3}{4}$
16.5	49	45	33
17.0	51	47	33 $\frac{1}{2}$
17.5	53	50	34 $\frac{1}{2}$
18.0	55	53	34 $\frac{5}{8}$
18.5	57	55	35 $\frac{1}{2}$

**16. ELBECO TEX-TROP FEMALE TROUSER  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Fabric:** To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric shall be 11.5 to 12 ounce per linear yard, gabardine weave with mechanical stretch, 100% texturized polyester with Industrial Laundry Friendly NANO-DRY technology by Burlington-Raeford. Color: Dark Navy Blue. There shall be a Kaumograph on the inner face of the fabric to insure NANO-DRY authenticity.

**Style:** Shall be on a uniform pattern, having a plain front with quarter top front pockets,  $\frac{7}{8}$ " belt loops, and two back pockets. Elbeco Tex-Trop brand or pre-approved equal only.

**Pockets:** Quarter top front pocket opening will be a minimum 6" and be  $5\frac{1}{2}$ " deep from the bottom of the opening. Pockets shall be stitched, turned, and restitched. Inside front pocket facing shall be a separate piece of self material finishing no less than  $1\frac{1}{4}$ " wide. Back pockets shall have a minimum opening of  $5\frac{1}{2}$ " on sizes 10 and above, and 5" on sizes 8 and below, and be 6" deep. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. Left pocket shall have a tab to button. Front pockets shall each have a straight bartack and each back pocket shall be bartacked with a triangular machine.

**Pocketing:** All pocketing shall be black 65% Polyester/35% Cotton with a minimum thread count of 70 x 48; weight shall be 4.3 oz./sq. yd.

**Waistband:** Must be of Comfort Stretch 2000 construction for superior comfort and performance. The curtain, attached with a rocap machine, shall be made of black, bias-cut, cotton blended twill and shall have two continuous parallel  $\frac{3}{16}$ " wide silicone bands for shirt retention. Inside of the waistband shall be made from a stretch, breathable non-woven material for support. A  $\frac{3}{4}$ " strip of similar breathable stretch material shall be sewn into the waistband along the top for a non-roll edge control. Finished waistband shall be 2" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. Finished waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain. No alternative waistband will be acceptable.

**Zipper:** Trousers shall be closed with a brass memory lock zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. Right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.

**Inside Trim:** Right fly and crotch linings shall be the same fabric and color as the waistband curtain. There shall be a non-woven interlining fused to the fly to give additional stability and strength. Right fly lining shall be sewn to the left fly below the zipper.

**Belt Loops:** There shall be a minimum of five (5) lined belt loops on waist sizes 12 and down, and a minimum of seven (7) lined loops on all sizes over 14. Each loop shall be lined and shall be  $\frac{7}{8}$ " wide with stitching on the face side  $\frac{3}{8}$ " from each edge. Except for the back loop, which shall be tacked on, all loops shall be sewn into the rocap at the top and sewn into the bottom of the waistband. They shall accommodate a  $1\frac{5}{8}$ " belt.

**Creasing:** The front and back creases in the trouser legs must incorporate a permanent modified silicone crease produced by the Creaset™ System.

**Seaming:** The entire trouser shall be seamed with Polyester core or 100% Polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.

**Striping:** Trouser shall have a stripe down the outseam of each leg from the waistband down to be piggybacked  $\frac{1}{2}$ " navy on  $\frac{3}{4}$ " dark grey.

**Labels:** The trouser shall have a sewn-in giving care instructions and an outside waistband label which shall be marked with lot number, size, fiber content, and cut number. A permanent size label shall be sewn inside on the hip pocket.

**Finishing and Pressing:** All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There shall be a Jet-clip attached to the top fly of the finished trouser.

**UPC Identification:** A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation shall be available to assist the Sheriff's Department in encoding UPC information.

**Finished Dimensions:**

Size	Waist Relax	Waist Stretch	Front Rise	Seat	Thigh	Knee
2	22.5	25.5	8.60	37.50	24.6	17.25
4	23.5	26.5	8.75	38.50	25.3	17.75
6	24.5	27.5	8.90	39.50	25.9	18.25
8	25.5	28.5	9.10	40.50	26.5	18.75
10	26.5	29.5	9.30	41.50	27.1	19.25
12	28.0	31.0	9.60	42.75	28.0	19.75
14	29.5	32.5	9.80	44.00	28.9	20.25
16	31.0	34.0	10.00	45.25	29.8	20.75
18	33.0	36.0	10.40	47.10	30.8	21.25
20	35.0	38.0	10.70	49.00	31.9	21.75
22	37.0	40.0	11.00	50.90	32.9	22.25
24	39.0	42.0	11.30	52.75	34.0	22.75
26	41.0	44.0	11.60	54.60	35.0	23.25

**17. JACKET**

**Fabric:** Outershell: Consoltex® Majestic Supplex Brite, plainweave, DWR finish from DuPont®, 100% Tactel® nylon from DuPont®, 3.5 oz. - 4.0 oz./sq. yd. Color: Navy. Yarns: Warp 70 denier, 34 filament, singly ply, weft 140 denier, 102 filament, two ply. Thread Count: 108 x 72. Permanent Lining: 104 x 86 thread count, 70 denier nylon taffeta. Zip-out Lining Insulation: Thinsulate® by 3M, quilted, 200 gram body with 100 gram sleeve. Zip-out Lining Shell Cloth: 100% nylon taffeta, thread count 104 x 86.

**Design:** Jacket shall be a full cut, waist length model with two zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout, with body and sleeves being fully lined.

**Body Detail:** Front shall be plain with patch pockets, flaps, and badge tab. Inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining, which extends to the front edge of the jacket. There shall be a one-piece back designed with the Articulated Gusset for full freedom of movement. There shall be a separate 2 $\frac{1}{2}$ " shirred waistband with 2 $\frac{1}{2}$ " heavy duty elastic. Entire waistband shall be shirred with the exception of an area 5 $\frac{3}{4}$ " on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and snap closure. Shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side.

**Inside Detail:** On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame hand gun. Gun pocket shall have a minimum opening of 4 $\frac{1}{2}$ " and be a minimum of 6" deep. Gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 $\frac{1}{4}$ " wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip-in liner.

**Sleeves:** Sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 $\frac{7}{8}$ " in width.

**Emblems:** Vendor shall provide and sew Jefferson County Sheriff's Office emblems on each shoulder.

**Pockets:** There shall be two patch pockets with 1 $\frac{1}{2}$ " box pleats, finishing approximately 6 $\frac{1}{2}$ " wide and 7 $\frac{3}{8}$ " deep. Flaps shall be scalloped and self-lined, measuring 6 $\frac{3}{4}$ " wide and 3 $\frac{3}{8}$ " long at the center and 3" long at each end. They shall close with Velcro on the side points with a centered buttonhole. Pockets shall be lined with pocketing material with an opening of approximately 5 $\frac{1}{2}$ " on the side. Left patch pocket is to have a 1 $\frac{1}{2}$ " pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked.

**Collar:** Standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons.

**Epaulets:** Epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck.

**Badge Tab:** Badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1" wide. The first eyelet is  $\frac{1}{2}$ " down from the top finished edge and the second is  $\frac{1}{2}$ " up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. Badge tab shall be centered 2 $\frac{1}{2}$ " above the left flap pocket.

**Zippers:** There shall be a YKK #5, two-way molded nylon zipper in the front and an 11" nylon zipper on each side vent.

**Buttons and Snaps:** The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. Front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps.

**Thread:** All sewing is to be done with polyester core thread or 100% spun polyester thread.

**Size Tag & Care Instructions:** Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size, fiber content and WPL number.

**Warranty:** Garments shall have a one year warranty against workmanship or fabric defects.

**Emblems:** Jefferson County Sheriff Department emblems are to be sewn on both shoulders. Emblems are to be included in the price of the shirt.

## 18. POLO SHIRT

**Description:** Navy Polo Shirt with Sheriff's logo on left chest.

**Sizes:** S through XXL and larger.

**19. HORACE SMALL SENTRY™ WINDBREAKER  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Description:** Windbreaker #HS3326.

**Blend:** 80% polyester / 20% cotton.

**Fabric:** Poplin weave outershell.

**Finish:** Durable water repellent.

**Care:** Home wash.

**Liner:** Zip-out Hollofil® liner.

**Waistband:** Elastic Back Bottom Edge.

**Closure:** Two-way zipper.

**Pockets:** Two pleated patched pockets and flaps with button-through closure; two hand-warmer side panel pockets.

**Cuffs:** Two button adjustable cuff.

**Other:** Articulated gusset design for full range of arm movements; inside pocket; no special orders.

**20. NAME BADGE**

**Description:** Blackenton customized name bar #J2, polished finish with black lettering.

**Size:** 3" x  $\frac{5}{8}$ "

**21. RAINCOAT – NEESE #447RSC311  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Description:** Reversible Raincoat. Length 48"; black-orange with detachable hood; Sheriff logo screen-printed on back.

**22. SAM BROWN DUTY BELT – SAFARILAND MODEL 87  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Description:** Plain black suede lined belt with brass buckle 2.25" wide. Sizes XS to 5X men's and women's. Double tongued buckle and center stud fastener with free sliding keeper to hold belt tip. Double stitching.

**23. INNER BELT – SAFARILAND MODEL 99  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Description:** Plain Black buckleless Reversible Belt, 1.5" wide. Hook and loop or Velcro can be worn on the outside for buckleless system (Sizes XS-5X).

**24. INNER BELT – SAFARILAND MODEL 852  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Description:** Plain Black and Brass Buckle with hidden cuff key 1.5" wide. Sizes XS-5X.

**25. CUFF CASE – SAFARILAND MODEL 190  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)**

**Description:** Plain Black Brass Fastener Handcuff pouch with top flap for a 2.25" duty belt.

26. **CUFF CASE – SAFARILAND MODEL 090**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Plain Black formed open top handcuff pouch for 2.25" duty belt.
27. **BATON HOLDER – SAFARILAND MODEL 35**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Plain Black Baton holder for expandable batons. To accommodate 16, 21, and 26 inch expandable batons.
28. **HOLSTER LEVEL III – SAFARILAND MODEL 6360**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** ALS Level III with Ride UBL Plain Black. Holster must have the option to fit listed handguns as described by the manufacturer. Must have the option for left hand and right hand. Holster should also have the option to accommodate surefire lights on handguns equipped with light rails as described and listed by the manufacturer of this model.
29. **HOLSTER LEVEL III – SAFARILAND MODEL 070**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Level III Mid-Ride Duty Holster Plain Black. Holster must have the option to fit listed handguns as described by the manufacturer. Must have the option for left hand and right hand.
30. **DOUBLE MAGAZINE HOLDER – SAFARILAND MODEL 77**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Double Handgun Magazine Pouch Plain Black Brass Fastener. Must have option to fit the handgun magazines described and listed by the manufacturer.
31. **DOUBLE MAGAZINE HOLDER – SAFARILAND MODEL 75**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Double mag pouch without flaps Plain Black. Must have option to fit the handgun magazines described and listed by the manufacturer.
32. **OC SPRAY HOLDER – SAFARILAND**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Plain black, brass fastener.
33. **BELT KEEPER – SAFARILAND MODEL 63**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Plain black, slotted 2 snap belt keeper with brass fasteners, to fit a 2.25" duty belt.
34. **SHERIFF'S OFFICE LAPEL PIN – BLACKINTON**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Sheriff's Office, Collar, Brass.
35. **TRAFFIC VEST - SPIEWAK**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Police Safety Vest, Hi-Vis Yellow, Black Trim, "Sheriff" Lettering Meets ANSI 207-2006 Standards. Sizes XS-5X.
36. **HANDCUFFS, NICKEL – SMITH & WESSON MODEL 100**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Slot lock, double lock capability.

- 37. RED CONE (STINGER)**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)
- Description:** Red traffic cone for Stinger Flashlight, molded red plastic construction, designed to assist with direction of traffic or crowd control, molded specifically for the Streamlight Flashlight.
- 38. RED CONE SL20 (STINGER)**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)
- Description:** Red traffic cone for Stinger Flashlight, molded red plastic construction, designed to assist with direction of traffic or crowd control, molded specifically for the Streamlight SL-20 Flashlight.
- 39. STINGER FLASHLIGHT**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)
- Description:** Streamlight Stinger Flashlight with AC/DC charger, 15,000 candlepower at 125 lumens, black, metal.
- 40. STINGER FLASHLIGHT BATTERY**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)
- Description:** Rechargeable battery for Streamlight Stinger flashlight, nickel cadmium rechargeable battery, 3.6 volt, 3 cell, Sub C size.
- 41. STINGER FLASHLIGHT BULB**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)
- Description:** Bulbs to fit Stinger Flashlight, Item Item #39.
- 42. STINGER FLASHLIGHT LENS KIT**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)
- Description:** Lens kit to fit Stinger Flashlight, Item Item #39.
- 43. STINGER DS LED FLASHLIGHT (ALUMINUM)**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)
- Description:** Streamlight Stinger DS LED Flashlight with AC/DC charger, dual switch technology, 18,000 candlepower at 160 lumens, black machine aircraft aluminum, with no slip grip three variant light powers with strobe capability.
- 44. STINGER DS LED FLASHLIGHT (POLYMER)**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)
- Description:** Streamlight Stinger DS LED Flashlight with AC/DC charger, dual switch technology, 18,000 candlepower at 160 lumens, nylon polymer construction, three variant light powers with strobe capability.
- 45. SC20XP LED FLASHLIGHT (ALUMINUM)**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)
- Description:** Flashlight with AC/DC charger, dual switch capability, LED/incandescent bulb capability, incandescent bulb rated at 38,000 candlepower 150 lumens, LED bulb rated at 30 lumens with three (3) LEDs on light black machined aluminum construction.
- 46. SC20XP LED FLASHLIGHT (POLYMER)**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)
- Description:** Flashlight with AC/DC charger, dual switch capability, LED/incandescent bulb capability, incandescent bulb rated at 28,000 candlepower 150 lumens, LED bulb rated at 30 lumens with three (3) LEDs on light nylon polymer material.

- 47. MAGLITE FLASHLIGHT**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Maglite rechargeable flashlight with AC/DC charger, machine black aluminum, 30,000 candlepower light incandescent bulb, spare bulb included.
- 48. MAGLITE FLASHLIGHT BATTERY**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Rechargeable battery for Maglite rechargeable flashlight, size D rechargeable battery stick, designed for the maglite flashlight.
- 49. MAGLITE FLASHLIGHT BULB**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Bulbs to fit maglite flashlight, Item 48.
- 50. ASP BATON, BLOCK, MODEL FB-52611**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Collapsible baton, 26" in length, foam handle, black/chrome construction.
- 51. KEVLAR GLOVES – DAMASCUS DSX-100 ELITE TACTICAL OPS GLOVES**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Damascus DSX-100 Elite Tactical OPS Gloves with Kevlar/leather composition, flame retardant, protection Kevlar cut resistant protection – sizes Small, Medium, Large, X-Large.
- 52. LEG IRONS, STANDARD – SMITH & WESSON 1900**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Stainless plated slot lock, double lock capability.
- 53. MOLDED ONE-PIECE SEAT ORGANIZER – ABS**  
(OR EQUAL – MUST BE APPROVED BY JEFFERSON COUNTY)  
**Description:** Black, ABS molded plastic 21.5" x 15" x 4", eight (8) storage compartments, adjustable J brackets, molded carry handle.
- 54. ADDITIONAL ITEMS**  
**Description:** Vendor is asked to enter the amount they are willing to discount items not otherwise mentioned in this bid.
- 55. BALLISTIC VEST**  
**Description:** Jefferson County seeks a vendor to provide quality ballistic vests that meet the needs of individual officers at a discount.

## Bidder Information Form

---

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

**Bid Name & Number:** IFB 16-019/YS, Term Contract for Sheriff's Department (Jefferson County)  
Uniforms & Equipment

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

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

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

_____			For clarification of this offer, contact:	
Company Name			_____	
_____			Name	
Address			_____	
_____	_____	_____	_____	_____
City	State	Zip	Phone	Fax
_____			_____	
Signature of Person Authorized to Sign			E-mail	
_____				
Printed Name				
_____				
Title				

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

---

The Offer is hereby accepted for the following items: IFB 16-019/YS, Term Contract for Sheriff's Department (Jefferson County) Uniforms & Equipment. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 16-019/YS, Term Contract for Sheriff's Department (Jefferson County) Uniforms & Equipment. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

### Countersigned:

---

Jeff R. Branick  
County Judge

---

Date

### Attest:

---

Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

## Bid Form

---

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
1	Male Prestige Advance Trouser – Elbeco Style E474			\$
2	Male Prestige Advance Long Sleeve Shirt – Elbeco Style E474			\$
3	Male Prestige Advance Short Sleeve Shirt – Elbeco Style 8840			\$
4	Female Prestige Advance Long Sleeve Shirt – Elbeco Style 9340			\$
5	Female Prestige Advance Short Sleeve Shirt – Elbeco Style 9840			\$
6	Female Prestige Advance Trouser – Elbeco Style E9474			\$
7	Elbeco Tex-Trop with Zipper – Female Long Sleeve			\$
8	Elbeco Tex-Trop with Zipper – Female Short Sleeve			\$
9	Elbeco Tex-Trop with Zipper – Male Long Sleeve			\$
10	Elbeco Tex-Trop with Zipper – Male Short Sleeve			\$
11	Male Tex-Trop Trouser – Style E314			\$
12	Elbeco Tex-Trop – Female Long Sleeve			\$
13	Elbeco Tex-Trop – Female Short Sleeve			\$
14	Elbeco Tex-Trop – Male Long Sleeve			\$
15	Elbeco Tex-Trop – Male Short Sleeve			\$
16	Female Tex-Trop Trouser – Style E9314			\$
17	Jacket			\$
18	Polo Shirt			\$
19	Horace Small Sentry™ Windbreakers			\$
20	Name Badge			\$
21	Raincoat			\$

(CONTINUED ON THE FOLLOWING PAGE.)

**Bidder Shall Return Completed Form with Offer.**

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
22	Sam Brown Duty Belt – Safariland Model 87 (or equal)			\$
23	Inner Belt – Safariland Model 99			\$
24	Inner Belt – Safariland Model 852			\$
25	Cuff Cases – Safariland Model 190			\$
26	Cuff Cases – Safariland Model 090			\$
27	Baton Holder			\$
28	Holster Level III – Safariland Model 6360			\$
29	Holster Level III – Safariland Model 070			\$
30	Double Magazine Holder – Safariland Model 77			\$
31	Double Magazine Holder – Safariland Model 75			\$
32	OC Spray Holder			\$
33	Belt Keepers			\$
34	S.O. Lapel Pin			\$
35	Traffic Vest			\$
36	Handcuffs, Nickel			\$
37	Red Cone Stinger			\$
38	Red Cone SL20			\$
39	Stinger Flashlight			\$
40	Stinger Flashlight Battery			\$
41	Stinger Flashlight Bulb			\$
42	Stinger Flashlight Lens Kit			\$
43	Stinger DS LED – aluminum			\$
44	Stinger DS LED – nylon polymer			\$
45	SC20XP LED Flashlight – aluminum			\$
46	SC20XP LED Flashlight – nylon polymer			\$

(CONTINUED ON THE FOLLOWING PAGE.)

**Bidder Shall Return Completed Form with Offer.**

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
47	Maglight Flashlight			\$
48	Maglight Flashlight Battery			\$
49	Maglight Flashlight Bulb			\$
50	ASP Baton, Black			\$
51	Kevlar Gloves (Size S, M, L, XL)			\$
52	Leg Irons, Standard			\$
53	Molded One-Piece Seat Organizer			\$
				<b>Percent Discount</b>
54	Additional Items			%
55	Ballistic Vest			%

\* Normal delivery shall be made within fifteen (15) days; therefore, the entry in this column should be "15" in most cases. For items that will routinely take longer than 15 days, put the number of days anticipated for delivery.

**Vendor shall comply with 15-day delivery:** Yes  No   
**Vendor shall notify department of anticipated delays:** Yes  No

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_  
 Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_  
 Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Vendor References

---

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Signature Page

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As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes**  **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<p style="margin: 0;"><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p style="margin: 0;">For vendor doing business with local governmental entity</p>	<p style="margin: 0;"><b>FORM CIQ</b></p>
<p style="margin: 0;"><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p style="margin: 0;"><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p style="margin: 0;"><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p style="margin: 0;"><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<p style="text-align: center; margin: 0;"><b>OFFICE USE ONLY</b></p> <hr/> <p style="margin: 0;"><small>Date Received</small></p>
<p style="margin: 0;"><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p style="margin: 0;"><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin: 0;"><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small></p>	
<p style="margin: 0;"><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin: 10px 0;">_____</p> <p style="text-align: center; margin: 0;">Name of Officer</p> <p style="margin: 10px 0;"><small>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p style="margin: 0;">A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin: 0;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin: 0;">C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin: 0;">D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
<p style="margin: 0;"><b>4</b></p> <p style="margin: 10px 0;">_____</p> <p style="margin: 0;">Signature of vendor doing business with the governmental entity</p> <p style="margin: 10px 0;">_____</p> <p style="margin: 0;">Date</p>	

Adopted 8/7/2015

### **Bidder Shall Return Completed Form with Offer.**

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions:** In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

### Did the Prime Contractor/Consultant . . .

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

**If “No” was selected, please explain and include any pertinent documentation with your bid.  
If necessary, please use a separate sheet to answer the above questions.**

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Bidder Shall Return Completed Form with Offer.**





# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.**

**Bidder Shall Return Completed Form with Offer.**





## Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) “Nonresident bidder” refers to a person who is not a resident.
- (4) “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that \_\_\_\_\_ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.

\*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**Bidder Shall Return Completed Form with Offer.**

### Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_,

on this day personally appeared \_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)  
for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named \_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

### LEGAL NOTICE Advertisement for Invitation for Bids

July 11, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-021/JW, Sale of Land Located at Viterbo Road (Known as "Precinct No. 2 Rock Yard") in Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Sale of Land Located at Viterbo Road  
(Known as "Precinct No. 2 Rock Yard") in Jefferson County

**BID NO:** IFB 16-021/JW

**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, August 16, 2016

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
11149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 13<sup>th</sup> & July 20<sup>th</sup>, 2016

**IFB 16-021/JW**  
**Sale of Land Located at Viterbo Road**  
**(Known as Precinct No. 2 “Rock Yard”) in Jefferson County**  
**Bids Due: 11:00 AM CDT, Tuesday, August 16, 2016**

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**BID SUBMISSIONS:** Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid, as well as any documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

## Instructions to Bidders

---

### 1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department  
1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

**All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

### 2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

### 3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

### 5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

**6. County Holidays – 2016:**

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 26-27	Monday & Tuesday	Christmas

**7. Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

**8. Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

**9. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**10. Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**11. Currency**

Prices calculated by the bidder shall be stated in U.S. dollars.

**12. Pricing**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**13. Certification**

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

**14. Definitions**

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

## General Conditions of Bidding and Terms of Contract

---

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

### 1. Bidding

**1.1 Bids.** All bids must be submitted on the bid form furnished in this package.

**1.2 Authorized Signatures.** The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

**1.3 Late Bids.** Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

**1.4 Withdrawal of Bids Prior to Bid Opening.** A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

**1.5 Bid Amounts.** Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

**1.6 Bid Alterations.** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.7 Addenda.** Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

**1.8 Responsiveness.** A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.9 Public Bid Opening.** Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

## Special Requirements/Instructions

---

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

Each bidder shall ensure that required parts of the bid are **completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.**

**Bidder is responsible for submitting (1) one original completed copy of this bid specifications packet in its entirety (all pages of this packet), and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid, as well as any documentation requested within these specifications.**

Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

## Minimum Specifications

---

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us) , phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-021/JW.

### Objective

Jefferson County seeks to sell land located at Viterbo Road (Known as Precinct No. 2 “Rock Yard”) in Jefferson County.

Interested persons may request a visit to this property by contacting Jamey West, Assistant Purchasing Agent at 409-835-8593.

### Scope

The Purchasing Department will receive sealed bids for the sale of land located at Viterbo Road (Known as Precinct NO. 2 “Rock Yard”) in Jefferson County.

- A Legal Description for this property is included on Page 8.
- Tax Certificate and Aerial Photos are included in Appendix A.
- Environmental Assessment Information is included in Appendix B.

**Please note: Jefferson County will retain an approximate 3-acre portion of this property (Precinct No. 2 Stock Yard), as indicated in Appendix A, Page 18.**

Jefferson County has determined that the above-identified parcel will be put up for public sale and will consider offers from potential buyers for the sale of the parcel.

Jefferson County reserves the right to reject any or all offers to buy the property or properties and to provide preference to a governmental agency or a not-for-profit that is supporting the needs of the County. The County further reserves the right, that if the land is not sold, to dispose of the property as it sees fit.

The above property is sold “as is, where is.”

The successful bidder will be required to provide a **NON-REFUNDABLE** “earnest money” deposit equal to at least one percent (1%) of the offering price to the County within (2) two working days of notification of award of the right to buy the property. Closing of the property must be completed within sixty (60) days of notification of award.

All offers must be submitted on the official bid form included as part of this IFB.

Please note that this IFB is not seeking an agent to represent the County in the offering for sale of property and no agent shall receive payment, fees, etc., from the accepted price to be paid for the property.

### Closing Cost

The successful bidder shall be responsible for appraisal fee for the tract and shall pay all costs to close the transaction.

### Mineral Rights

All mineral rights shall remain the property of Jefferson County.

## Legal Description

TRACTS 1-A AND 1-B  
 24.61 (CALLED 24.440) ACRES OF LAND  
 OUT OF BLOCK 18, RANGE "M"  
 PORT ARTHUR LAND COMPANY SUBDIVISION  
 IN THE WILLIAM McFADDIN SURVEY,  
 SECTION NO. 4, ABSTRACT NO. 420,  
 JEFFERSON COUNTY, TEXAS

BEING 24.61 (Called 24.440) acres of land out of and a part Lots 1, 2, 3 & 7, Block 18, Range "M", Port Arthur Land Company Subdivision of the William McFaddin Survey, Section No.4, Abstract No. 420, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; being the same tract of land conveyed to Jefferson County, Texas, recorded in Volume 1753, Page 146, Deed Records, Jefferson County, Texas; said 24.61 acre tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a ½" steel rod, capped and marked "SOUTEX", set on the North right of way line of a dedicated road named Viterbo Road; said ½" steel rod being the Southwest corner of a (Called 42.47) acre tract of land conveyed to Third Coast Equity, LLC, recorded in File No. 2015007896, Official Public Records, Jefferson County, Texas; having a State Plane Coordinate of N: 13926442.72, E: 3540803.94;

THENCE, South 36 deg., 39 min., 32 sec., West (Called South 40 deg., 17 min., 00 sec., West), on the North right of way line of said Viterbo Road, a distance of 1626.10' to a 5/8" steel rod found on the East line of a 100' wide Southern Pacific Railroad right of way; said 5/8" steel rod being the Southwest corner of the herein described tract;

THENCE, North 30 deg., 56 min., 44 sec., West (Called North 27 deg., 10 min., 00 sec., West), on the East line of said Southern Pacific Railroad right of way, a distance of 1410.16' (Called 1410.46') to a ½" steel rod, capped and marked "MARK WHITELEY", found for the Southwest corner of a (Called 30.6127) acre tract of land conveyed to Valero Partners Lucas, LLC, recorded in File No. 2013039467, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Northwest corner of the herein described tract;

THENCE, North 86 deg., 47 min., 34 sec., East (Called North 89 deg., 44 min., 00 sec., East), a distance of 900.96' passing a 5/8" steel rod found for the Southwest corner of the (Called 42.47) acre tract, same being the Southeast corner of a (Called 10.499) acre tract of land conveyed to Building Materials Investment Corp., recorded in File No. 2007006475, Official Public Records, Jefferson County, Texas; continuing for a total distance of 1698.66' to the POINT OF BEGINNING and containing 24.61 acres of land, more or less.

Note: Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on May 12, 2016.

Jefferson County  
 LS-16-0135-A

## Bidder Information Form

---

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

**Bid Name & Number:** IFB 16-021/JW, Sale of Land Located at Viterbo Road  
(Known as Precinct No. 2 "Rock Yard") in Jefferson County

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

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

**Mailing Address:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to purchase property as described within these specifications, in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

_____			For clarification of this offer, contact:	
Company Name			_____	
_____			Name	
Address			_____	
_____			Phone	
City	State	Zip	Fax	
_____			_____	
Signature of Person Authorized to Sign			E-mail	
_____			_____	
Printed Name			_____	
_____			_____	
Title			_____	

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

---

The Offer is hereby accepted for the following items: **Sale of Land Located at Viterbo Road (Known as "Precinct No. 2 Rock Yard") in Jefferson County**

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

Payment shall be made by the successful bidder, by guaranteed funds within fourteen (14) days of the notification of award.

The contract shall henceforth be referred to as Contract No. 16-021/JW.

**Countersigned:**

---

Jeff R. Branick  
County Judge

---

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

## Bid Form

Item Description	Bid Amount
Land Located at Viterbo Road (Known as "Precinct No. 2 Rock Yard") in Jefferson county	\$ _____ . ____

The successful bidder will be required to provide a NON-REFUNDABLE "earnest money" deposit equal to at least one percent (1%) of the offering price to the County within (2) two working days of notification of award of the right to buy the property. Closing of the property must be completed within sixty (60) days of notification of award.

**Payment shall be made by the successful bidder on day of closing by guaranteed funds.**

Payment will be made to:  
Jefferson County Auditor  
Patrick Swain  
1149 Pearl Street, 7<sup>th</sup> Floor  
Beaumont, TX 77701

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

### Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_,

on this day personally appeared \_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)

for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named \_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**



1 PG  
MD

2016018057

ALLISON NATHAN GETZ, P.C.C.  
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR  
P.O. BOX 2112, BEAUMONT, TX 77704  
EMAIL: PROPERTY@CO.JEFFERSON.TX.US

*Retz to*  
**Issued To:**  
JEFFERSON COUNTY ENGINEERING DEPT.  
1149 PEARL  
BEAUMONT, TX 77701

**Legal Description**  
LTS 1 & 2 TR 1 LT 3 TR 2 BLK 18 RG M  
PALCO

**Fiduciary Number:** 24731774

**Parcel Address:**  
**Legal Acres:** 24.4400

**Account Number:** 049400-000/050600-00000

**Print Date:** 06/13/2016

**Certificate No:** 230227839

**Paid Date:**

**Certificate Fee:** \$0.00

**Issue Date:** 06/13/2016

**Parent No.** 74079-/

**Operator ID:** CINDYY

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2015. ALL TAXES ARE PAID IN FULL

**Exemptions:**  
PRORATED-EXXV

**Certified Owner:**  
JEFFERSON COUNTY  
1149 PEARL ST  
BEAUMONT, TX 77701

<b>2015 Value:</b>	97,760
<b>2015 Levy:</b>	\$0.00
<b>2015 Levy Balance:</b>	\$0.00
<b>Prior Year Levy Balance:</b>	\$0.00
<b>Total Levy Due:</b>	\$0.00
<b>P&amp;I + Attorney Fee:</b>	\$0.00
<b>Total Amount Due:</b>	\$0.00

**Certified Tax Unit(s):**  
1 JEFFERSON COUNTY  
9 PORT ARTHUR ISD  
51 DRAINAGE DISTRICT #7  
55 SABINE-NECHES NAV. DIST.  
88 EMER SRV DIST #2

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Carolyn L Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

June 13, 2016 01:57:38 PM

FEE: \$0.00 REDMON

2016018057

Reference (GF) No: N/A

Issued By: *Agates*  
ALLISON NATHAN GETZ, P.C.C.  
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR  
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM



BUILDING MATERIALS INVESTMENT



1 inch = 150 feet

BISON CINDY LOU BUCHHOLZ

BISON CINDY LOU BUCHHOLZ

BISON BENNY L &

BUCHHOLZ ERIC RAY

STI ENTERPRISES INC

STI ENTERPRISES INC

JEFFERSON COUNTY

Port Arthur City Limit

SMITH J R

UNION PACIFIC RAILROAD CO

CM MID-COUNTY PROPERTIES LLC

WHOLESALE PROPERTY PARTNERS

Drill Site - Prct 2 Stock Yard  
2.081583 Acres

JEFFERSON COUNTY  
24.44  
LTS 1 & 2 TR 1 LT 3 TR 2 BLK 18 RG M PALCO



Keep for Pct 2  
stock yard  
approx 3 acre

Merboard Rd

W Port Arthur Rd

93

© 2015 Google

ROBERT STRODER, P.E.  
County Engineer  
ED GRISSOM  
First Assistant  
ERNEST V. HUNTER, JR.  
Right-of-Way Agent



JEFFERSON COUNTY  
COURTHOUSE  
5th Floor  
1149 Pearl Street  
Beaumont, Texas 77701  
409 835-8584  
FAX 409 835-8718

March 7, 1994

Commissioners' Court  
1149 Pearl - 4th Floor  
Beaumont, TX 77701

Re: Old Asphalt Plant at Viterbo Road and West Port Arthur Road  
Honorable Commissioners' Court:

Precinct 2 is in the process of demolishing the above referenced plant and has discovered an old tank car filled with asphaltic oil. In addition, the car is lined with asbestos insulation. Both the asbestos and the asphaltic materials are of such a nature that they can not be disposed of in a land fill. They must be disposed of by contractors that are licensed to handle such materials and in licensed landfills. Cost of removal and disposal for the asphalt would be in the \$10,000 to 15,000 range. The removal of the asphaltic oil and disposal would be in the \$5,000 range. These are just very preliminary estimates on my part. Since the asphalt plant was operated by all four precincts and was used by surrounding cities, I feel that this is a county problem and not just a Precinct 2 problem.

With the Courts' permission I will have specifications for removal and disposal prepared by Safety, Inc. who will perform tests for asbestos. This will allow us to obtain estimates from contractors for disposing of these materials. If we can keep the total removal cost under \$15,000, then formal bid documents will not be required. However, we will still obtain a minimum of three bids to comply with the State Purchasing Act. Should the estimates exceed \$15,000, then an item will be placed on the Commissioners' Court Agenda for approval. If you have any questions, please advise.

Sincerely,

Robert Stroder, P.E.  
County Engineer

cc: Tom Rugg, First Asst., Civil Division



**CLIENT:**  
 JEFFERSON COUNTY PRECINCT #2  
 c/o MR. MARK DOMINQUE  
 2748 VITERBO ROAD BOX #2  
 BEAUMONT, TEXAS 77705

**PROJECT/LOCATION:**  
 SAMPLES OF ASPHALT CEMENT  
 FROM STORAGE TANK @ MAINTENANCE  
 FACILITY ON VITERBO ROAD  
 MID-COUNTY

**REPORT DATE: February 16, 1994**

**REPORT DATE: 94012-212**

SCOPE:

Samples of asphaltic cement were secured from the referenced job-site by T&N Personnel on January 31, 1994 and submitted to our laboratory for subsequent tests. The following standard procedures were utilized in performing the laboratory test program:

PROCEDURE

DESCRIPTION

EPA - 418.1  
 ASTM-D 3381  
 ASTM-D 2270  
 ASTM-D 473  
 EPA - 1010  
 EPA - 8020

TPH  
 Specific Gravity  
 Viscosity  
 Solubility  
 Ignitability  
 BTEX

AUTHORIZATION:

Sampling, preparation and laboratory testing was authorized by Mr. Robert Stroder, P.E., Jefferson County Engineer on January 26, 1994.

LABORATORY TEST RESULTS:

Laboratory analysis and test results are presented in the "Summary of Laboratory Test Data" attached.

DISCUSSION OF TEST RESULTS:

A review of the laboratory test results indicates a TPH and BETX Content above EPA/TWC levels to allow disposal by normal procedures (solid waste disposal, landfill, etc.). Viscosity CPS, Specific Gravity and Soluble Content do not meet acceptable limits for normal asphaltic cement for road and street construction. The material sampled may be utilized in a cut-back asphaltic solution for prime or tack coat in preparing of subbase, etc. for street and road construction.

We appreciate this opportunity to provide our services for this project. Please let us know should you require additional data or information and "Thanks for Your Support".

Respectfully submitted for your acceptance,

T & N LABORATORIES, INC.

*Tom A. Farmer M.E.*

Tom A. Farmer, M.E.  
President

TAF/sw

Copies: 2 - Client  
1 - Robert Stroder, P.E.  
1 - File #94012

## SUMMARY OF LABORATORY TEST DATA

PROJECT: LAB TEST RESULTS OF ASPHALTIC CEMENT (OLD)

PROJECT NO.: 94015 - 212

DATE RECEIVED: JANUARY 31, 1994

SAMPLED FROM: OLD STORAGE TANK AT PRECINCT. #2 MAINT. FACILITY, VITERBO ROAD

SEE DISCUSSION OF TEST RESULTS

REMARKS:

SAMPLE I.D.	#1 Sample Of Old Asphalt 1/31/94 1:30 PM			
LAB NO.	4B-0128	DATE	TIME	ANALYST
TPH, mg/Kg	62,100	2/8/94	14:10	R.A.
Specific Gravity, g/cc	0.8689	2/8/94	11:00	M.H.
Viscosity, cps	>1,000,000	2/14/94		E.C.
soluble, %	40	2/8/94	16:00	E.S. III
Ignitability, F (Pensky-Martens Closed Cup)	>200	2/4/94	11:45	J.M.
Benzene, mg/Kg	<0.1			
Ethylbenzene, mg/Kg	11.5			
Toluene, mg/Kg	<0.1			
Xylene (omp), mg/Kg	28.2			
BETX DATE OF ANALYSES:	2/8/94			
BETX ANALYST INITIALS:	E.K.			

SAMPLE I.D.	#2 Sample Of Old Asphalt 1/31/94 1:30 PM			
LAB NO.	4B-0129	DATE	TIME	ANALYST
TPH, mg/Kg	57,000	2/8/94	14:10	R.A.
Specific Gravity, g/cc	0.9066	2/8/94	11:00	M.H.
Viscosity, cps	>1,000,000	2/14/94		E.C.
Soluble, %	41	2/8/94	16:00	E.S. III
Ignitability, F (Pensky-Martens Closed Cup)	>200	2/4/94	11:45	J.M.
Benzene, mg/Kg	<0.1			
Ethylbenzene, mg/Kg	5.1			
Toluene, mg/Kg	<0.1			
Xylene (omp), mg/Kg	<0.1			
BETX DATE OF ANALYSES:	2/8/94			
BETX ANALYST INITIALS:	B.K.			

SAMPLE I.D.

#3 Sample Of Old Asphalt  
1/31/94 1:30 PM

LAB NO.	4B-0130	DATE	TIME	ANALYST
TPH, mg/Kg	151,000	2/8/94	14:10	R.A.
Specific Gravity, g/cc	0.9728	2/8/94	11:00	M.H.
Viscosity, cps	>1,000,000	2/14/94		E.C.
Soluble, %	38	2/8/94	16:00	E.S. III
Ignitability, F (Pensky-Martens Closed Cup)	>200	2/4/94	12:10	J.M.
Benzene, mg/Kg	<0.1			
Ethylbenzene, mg/Kg	0.9			
Toluene, mg/Kg	<0.1			
Xylene (omp), mg/Kg	<0.1			

BETX DATE OF ANALYSES: 2/8/94  
 BETX ANALYST INITIALS: B.K.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION  
Office of Air Quality - Technical Services  
Asbestos Removal Invoice  
(512) 239-1535

101

Invoice Date:  
09/23/94

Notification No.:  
49114100

Accounting Receipt No.: \_\_\_\_\_ Date Rec'd: \_\_\_\_\_  
Amount Received : \_\_\_\_\_ Check No. \_\_\_\_\_ Initials: \_\_\_\_\_

( AGENCY USE ONLY )

OWNER/OPERATOR MAILING INFORMATION:

Name: [ JEFFESON COUNTY COURTHOUSE ]  
Address: [ 1149 PEARL STREET ]  
[ BEAUVONT, TX 77701-0000 ]

SITE INFORMATION:

Unit Name: [ ASPHALT STORAGE TANK ]  
Site Location: [ STORAGE RAW MATERIAL ]  
Site City: [ NEDERLAND ]

10-4-94

RACM REPORTED: Ln.Ft.: [ 0 ] Sq.Ft.: [ 400 ] Cu.Ft.: [ 0 ]  
Ln. M.: [ 0 ] Sq. M.: [ 0 ] Cu. M.: [ 0 ]

ARUs CALCULATED: [ 2.5 ]

The fee assessment is based on a rate of \$20 per ARU with a minimum fee of \$50 and a maximum fee of \$7500 per notification.

FEE DUE: \$50.00 CHECK NO.: \_\_\_\_\_

PO#  
~~21447~~  
B21447

RETURN INVOICE FORM AND PAYMENT TO:

Texas Natural Resource Conservation Commission  
Office Of Air Quality/Technical Services  
ATTN: Asbestos Fees  
P.O. Box 13088  
Austin, Texas 78711-3088

RECEIVED  
PURCHASING  
DEPT.

SEP 28 1994  
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM  
A

MATERIAL RECEIVED REPORT  
I CERTIFY THAT I PERSONALLY RECEIVED FOR  
JEFFERSON COUNTY THE ABOVE LISTED ITEMS. I  
FURTHER CERTIFY THAT I HAVE EXAMINED EACH  
ITEM AND THAT ALL WERE IN GOOD CONDITION  
UNLESS OTHERWISE NOTED BY ME.  
DATE 10/03/94  
Authorized Signature

COPIES:  
WHITE - TECH. SERVICES  
YELLOW - FISCAL  
PINK - OWNER/OPERATOR

11202024315077

John Hall, *Chairman*  
 Pam Reed, *Commissioner*  
 Peggy Garner, *Commissioner*  
 Anthony Grigsby, *Executive Director*



## TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

*Protecting Texas by Reducing and Preventing Pollution*

**TO WHOM IT MAY CONCERN:**

Effective September 1, 1992, the Texas Air Control Board (TACB) began collecting Asbestos Notification Fees from contractors related to asbestos removal projects as stated in TACB General Rule 101.28. Effective August 18, 1993 the rule was changed to state that the **owner/operator** shall be responsible for the Texas Natural Resource Conservation Commission (TNRCC) asbestos notification fee.

Enclosed is the Asbestos Removal Fee Invoice related to the recent notification referenced on the invoice. The fee due is indicated near the bottom left side of the form. **The fee must be paid within 30 days of the invoice date.** Please make your checks payable to the "TNRCC" and mail to the address on the invoice.

**THE WHITE AND YELLOW COPIES OF THE INVOICE MUST ACCOMPANY YOUR PAYMENT FOR YOU TO RECEIVE PROPER CREDIT. PLEASE KEEP THE PINK COPY OF THE INVOICE FOR YOUR RECORDS.**

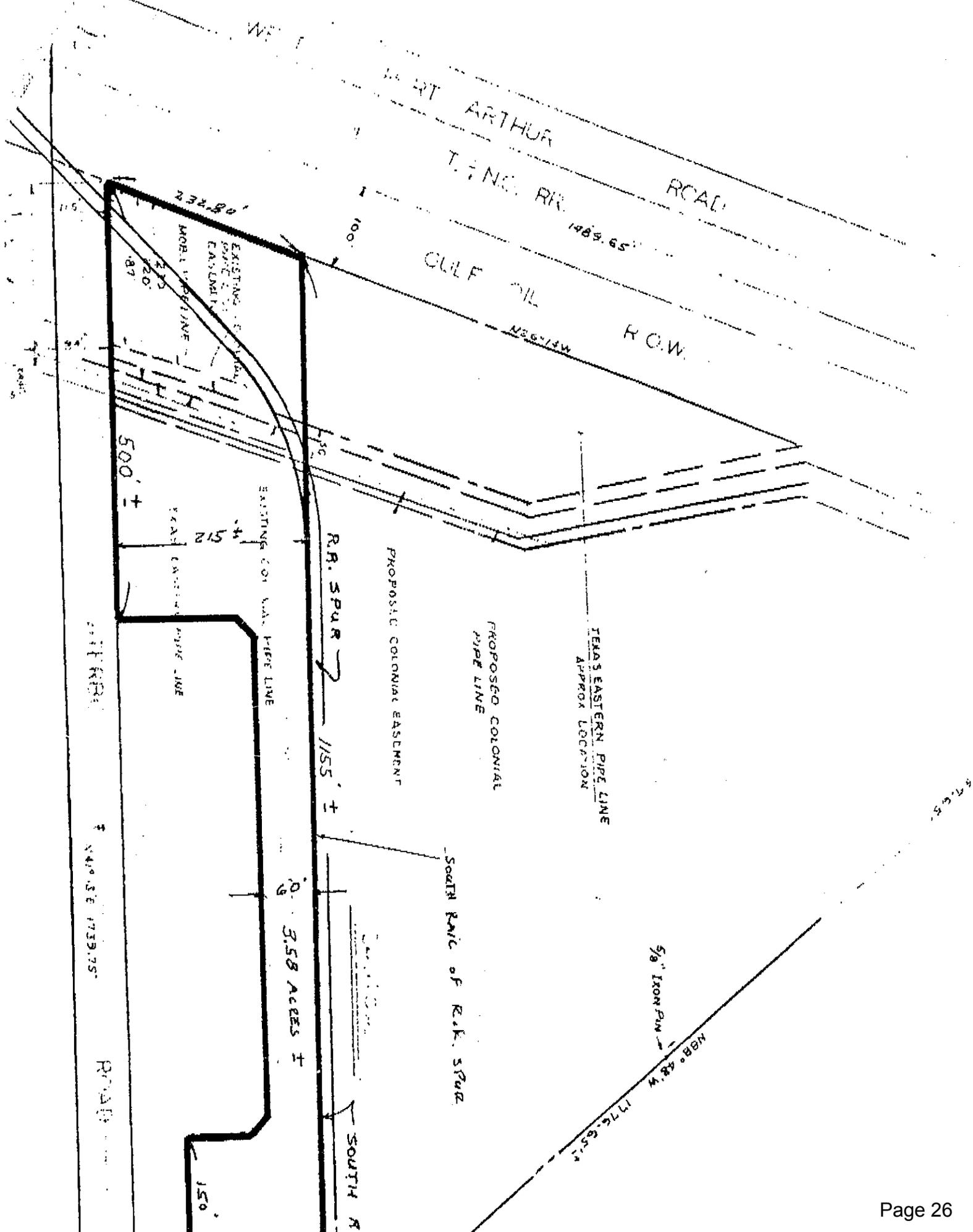
If you have any questions or need more information please contact me at (512)239-1622 or the FAX number is (512)239-1555.

Sincerely,

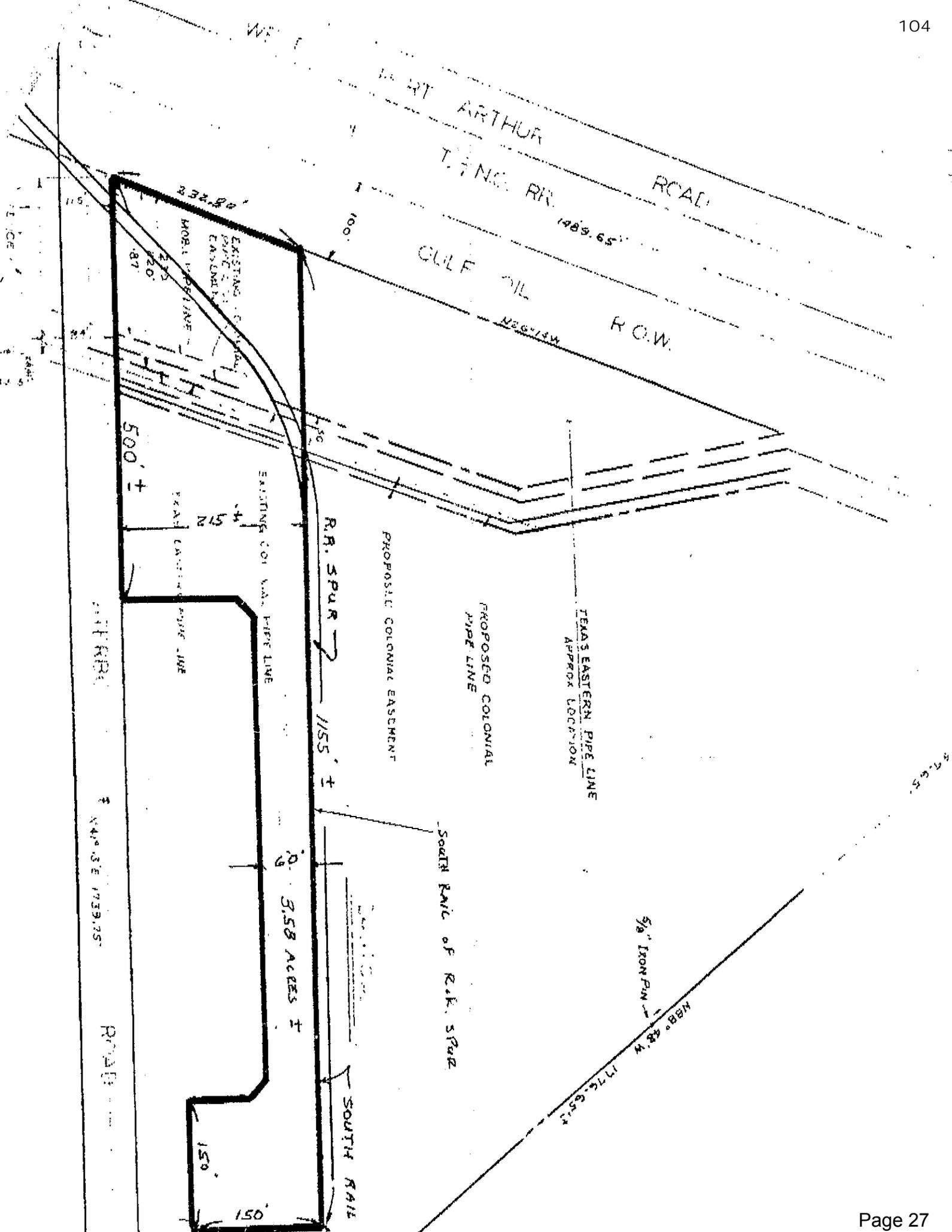
Carole Ransom  
 Office of Air Quality  
 Technical Services

**RECEIVED**  
 PURCHASING  
 DEPT.

AM SEP 28 1994 PM  
 7|8|9|10|11|12|1|2|3|4|5|6



FEB 16 1944 22708



**Attachment A  
Award of RFP 16-010/YS, Lease of Properties as a Result of Buy Out  
Awarded July 11, 2016**

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Annual Lease Amount	Awarded to
1	123	227	Lene Ln	Beaumont TX	77705	East half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855	29.55265	-94.06438	None	None
2	122	241	Lene Ln	Beaumont TX	77705	West half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855	29.55271	-94.06413	None	None
3	144	390	Lene Ln	Beaumont TX	77705	Lot 1 Block 2 Tract 12 .872 Acres, Lot 2 Block 2 Tract 13 .970 Acres and Lot 3 Blk 2 Tr 11 .485. Orange Farms 2.327 Ac	29.92155	-94.1087	\$1.00	Raymond & Carol Pringle
4	83	438	Hillebrandt Acres	Beaumont TX	77705	Lot 15, Block 5, Hillebrandt Acres Abstract 029250	29.93404	-94.10818	None	None
5	19	445	Bass Rd	Beaumont TX	77705	Lot 27 Hillebrandt Heights Unrec .68 Abst 029300	29.92107	-94.09465	None	None
6	150	453	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres L16 B6 .480Ac Abstract 029250	29.93375	-94.10803	\$36.00	Ronnie Walston

7	16	469	Bass Rd	Beaumont TX	77705	Hillebrandt 26 Heights Unrec .68 Abstract 029300	29.92058	-94.09444		None
8	40	476	Bass Rd	Beaumont TX	77705	Tr 3 Hillebrandt 28 Heights Unrec .414 Abstract 029300	29.92012	-94.09438		None
9	128	477	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres E15' Lot 14 Block 6 Lot 15 B6 .508 Acres Abstract 029250	29.93119	-94.11267	\$24.00	Ronnie Walston
10	49	492	Bass Rd	Beaumont TX	77705	28 Tr 2 & Hillebrandt 29 Heights Unrec .414 Abstract 029300	29.92014	-94.09386		None
11	82	492	Lene Ln	Beaumont TX	77705	Lot 1 Block 2 Tract 5 and Lot 2 Block 2 Tract 8 Orange Farms 1.89 Abstract 048855	29.92142	-94.11057		None
12	17	520	Bass Rd	Beaumont TX	77705	Tr 1 Hillebrandt 29 Heights Unrec .414 Abstract 029300	29.92015	-94.09349	\$48.00	James Wyble
13	118	611	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres Lot 11 Block 6 Abst 26 M Grange Tract 74 .649, Abstract 029250	29.93409	-94.11089		None

14	89	993	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres Lot 51, Block 1, Lot 52 Tract 2 Block 1 Abstract 029250	29.93225	-94.11511	\$20.00	Casey Bonin
15	79	1068	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres, Lot 3, Block 2, Abstract 029250	29.93232	-94.11608		None
16	147	1291	Hillebrandt Acres	Beaumont TX	77705	Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 M Grange Abstract 029250	29.93041	-94.11799		None
17	104	1420	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres Lot 15 Block 2 Tract 20, .2661 Ac, Abstract 029250	29.93029	-94.1118	\$601.00	Dr. Richard A. Levacy MD
19	73	1989	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres Lots 4, 5, and 6, Block 1, Abstract 029250	29.93358	-94.11722	\$36.00	John McNeil
20	94	2040	Hillebrandt Acres	Beaumont TX	77705	Part Tract 24509 L Hamshire 1.000 Section 198 B Abstract 300509 & Part Tract 24 509 L Hamshire 10.110Sec 198-Babstract 300509	29.93394	-94.11505	\$12.00	Terrell Broussard

21	74	2065	Hillebrandt Acres	Beaumont TX	77705	Lots 1 & 2, Block 1, Hillebrandt Acres-Abstract 029250	29.93394	-94.11567	\$36.00	Curtis Randall
22	101	3452	Ballard Rd	Beaumont TX	77705	Abstract 49 Wm Smith Tracts 33, 39, 78, 155 & 156 Abstract 102 Wm Carr Tracts 45 & 233 2.017 Acres	29.8794	-94.16014		None
23	126	3481	Ballard Rd	Beaumont TX	77705	Tracts 44, 58, 34 and 43 49 WM Smith 0.58 Loc off of Labelle Rd. Abstract 300049	29.87914	-94.16073		None
24	148	3534	Ballard Rd	Beaumont TX	77705	Tr 42 49 Wm Smith .22 Abstract 300049 Lot 42	29.87948	-94.16147		None
25	80	3577	Doucet	Beaumont TX	77705	Tracts 74 & 75, 49 Wm Smith .59 Abstract 300049 Lot 74,75	29.87802	-94.16027		None
26	140	3590	Doucet	Beaumont TX	77705	Tract 6449 Wm Smith .25 Abstract 300049 Lot 64	29.93611	-94.0919		None
27	76	7046	Bayou Trace	Beaumont TX	77705	191 Wm Reeves Tr 59 14.530747 J W Denny Tr 41 .240 Abstract 300191	29.84687	-94.2221		None
28	97	7303	Backridge Rd	Beaumont TX	77705	Tract 4 Tract 18 168 Jno Megaffey 4.760 Abstract 300168	29.72208	-93.94045	\$20.00	Kenneth W. Chadwick

29	87	7522	Hillebrandt	Beaumont TX	77705	Oak Park Acres Lot 25-A Block 2.50 Acres M Grange Abstract 26 Tract 55 Abstract 047750	29.93531	-94.10806	\$60.00	Grady A. Taylor
30	132	7806	Hwy 365	Beaumont TX	77705	Tract 4 Block 15 Orange Farms Abstract 048855	29.54785	-94.02711	\$1.00	Eric R. Brode
31	129	7818	Fm 365	Beaumont TX	77705	Tract 3 .803 Acres 15 Orange Farms Abstract 048855	29.54699	-94.0261	\$105.00	Phillip & Lydia Hallmark
32	131	8599	Hillebrandt Rd	Beaumont TX	77705	Lot 3 Block 2 Tract 1-.906 and Lot 4 Block 2 Tract 5 .908 Orange Farms Abstract 048855	29.56286	-94.0462		None
33	85	8629	Hillebrandt Rd	Beaumont TX	77705	Lot 3 Block 2 Tract 8, .9142 and Tract 4 .09 Orange Farms, abstract 048855	29.92352	-94.11226		None
34	95	10140	Baltimore	Beaumont TX	77705	Hillebrandt Acres Lot 8 Block 4 Abstract 029250	29.93415	-94.11255		None
35	113	10155	Baltimore	Beaumont TX	77705	Hillebrandt Acres North 1/2 Lot 1, Block 5 Abstract 029250	29.93415	-94.11214		None

36	109	10191	Baltimore	Beaumont TX	77705	Lot 2 Block 5 Abstract 029250 Hillebrandt Acres	29.93386	-94.1119		None
37	78	10234	Baltimore	Beaumont TX	77705	Hillebrandt Acres Lots 11- 13, Block 4 Abstract 029250	29.93348	-94.11378		None
38	72	10249	Barton Rd	Beaumont TX	77705	Hillebrandt Acres Lot 4, Block 4 Abstract 029250	29.93352	-94.11487		None
39	11	11025	Oak Ln	Beaumont TX	77705	Und 1/2 Int 9 3 Country Road Est Sect 3 Abstract 014861 Und Int In .500000	29.92057	-94.09485		None
40	18	11030	Country Lane Rd	Beaumont TX	77705	Lots 10, 11, 12 & 13, Block 3, Country Road Estates Section 3	29.92057	-94.094		None
41	3	11034	Kenner Rd	Beaumont TX	77705	20 Hillebrandt 21 Heights Unrec 1.061 Abstract 029300	29.92097	-94.09231		None
42	13	11037	Hickory Ln	Beaumont TX	77705	9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961		None
43	4	11049	Kenner Rd	Beaumont TX	77705	Hillebrandt 8 Heights Unrec 2.809 Abstract 029300 And Lot 7 Hillebrandt Heights Unrec 2.791 Abst 029300	29.92079	-94.09115	\$20.00	Kenneth W. Chadwick
44	12	11087	Hickory Ln	Beaumont TX	77705	6 & 2 7 2 All & IT 1 S1/2 Of 8 2 Country Road Est Sec 2* Abstract 014853	29.91987	-94.09611		None

45	9	11090	Country Lane Rd	Beaumont TX	77705	14 3 Country Road Est Sect 3 Abstract 014861	29.91994	-94.09397		None
46	10	11091	Country Lane Rd	Beaumont TX	77705	21 4 Country Road Est Sect 3 Abstract 014861	29.91977	-94.09359		None
47	48	11111	Oak Ln	Beaumont TX	77705	6 7 3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948		None
48	33	11124	Oak Ln	Beaumont TX	77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.09518		None
49	62	11126	Hickory Ln	Beaumont TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.09638		None
50	57	11134	Kenner Rd	Beaumont TX	77705	Hillebrandt 14 Heights Unrec 3 Abstract 029300	29.91965	-94.09236		None
51	28	11158	Hickory Ln	Beaumont TX	77705	11 20 Bldg 1 Country Road Est .Sect2 Abstract 014853	29.91888	-94.09638		None
52	27	11174	Hickory Ln	Beaumont TX	77705	19 1 Country Road Est Sect 2	29.91852	-94.09634		None
53	35	11180	Country Lane Rd	Beaumont TX	77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.09405		None
54	34	11189	Oak Ln	Beaumont TX	77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.09476		None
55	44	11189	Country Lane Rd	Beaumont TX	77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.09353		None
56	29	11200	Oak Ln	Beaumont TX	77705	2 2 All 18 2 Tr 2 & All Of 19 2 Country Road Est Sect 2 Abstract 014853	29.91824	-94.09513		None
57	59	11210	Country Lane Rd	Beaumont TX	77705	10 19, Block 5, Country Road Est Sect 3 Abstract 014861	29.91829	-94.09393		None
58	31	11217	Kenner Rd	Beaumont TX	77705	Hillebrandt 1 Heights Unrec 2.80 Abstract 029300	29.91825	-94.09169		None

59	42	11223	Oak Ln	Beaumont TX	77705	1 3 Country Road Est Sect 1 Abstract 014852	29.91788	-94.09476		None
60	22	11224	Oak Ln	Beaumont TX	77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.09526		None
61	53	11232	Country Lane Rd	Beaumont TX	77705	20 3 Country Road Est Sect 1 Abstract 014852	29.91761	-94.09409		None
62	26	11242	Hickory Ln	Beaumont TX	77705	15 16 17 1 Country Road Est Sect 2 Abstract 014853	29.91735	-94.09621		None
63	23	11248	Kenner Rd	Beaumont TX	77705	Lot 18 Hillebrandt Heights Unrec. Sec 3 Abst 029300	29.91804	-94.09244	\$103.00	Phillip & Lydia Hallmark
64	25	11258	Sweetgum Ln	Beaumont TX	77705	14 1 Country Road Est Sect 2 Abstract 014853	29.91743	-94.09586		None
65	43	11265	Sweetgum Ln	Beaumont TX	77705	1 2 Country Road Est Sect 2 Abstract 014853	29.91804	-94.09477		None
66	24	11276	Sweetgum Ln	Beaumont TX	77705	13 1 Country Road Est Sect 2 Abstract 014853	29.91741	-94.09556		None
67	21	11300	Sweetgum Ln	Beaumont TX	77705	10 & 11 1 Country Road Est Sect 1 12 1 Country Road Est Sect 2 Abstract 014852	29.91734	-94.09434		None
68	37	11309	Country Lane Rd	Beaumont TX	77705	7 5 Country Road Est Sect 1 Abstract 014852	29.91692	-94.09401		None
69	63	11309	Kenner Rd	Beaumont TX	77705	Tracts 4 & 6, Lot 1, Block 14, Orange Farms 1.38 Abst 048855	29.91698	-94.09181	\$12.00	Oscar & Amber Olivera

70	8	11329	Kenner Rd	Beaumont TX	77705	Tr 2 1 14 Orange Farms Abstract 048855	29.91671	-94.09175	\$12.00	Oscar & Amber Olvera
71	55	11345	Country Lane Rd	Beaumont TX	77705	6 5 Country Road Est Sect 1 Abstract 014852	29.91659	-94.09393		None
72	38	11346	Country Lane Rd	Beaumont TX	77705	8 1 Country Road Est Sect 1 Abstract 014852	29.91651	-94.09444		None
73	110	11369	Country Lane Rd	Beaumont TX	77705	Lot 5, Block 5 Country Road Estates Section 1 Abstract 014852	29.91669	-94.09578		None
74	14	11394	Country Lane Rd	Beaumont TX	77705	Lis 5 1 Tr 2 Lis 6 1 & S 1/2 Lt 7 1 Tr 1 Country Road Est Sect 1 Abstract 014852	29.91628	-94.0961		None
75	58	11422	Country Lane Rd	Beaumont TX	77705	Lot 4, Block 1 Lot 5, Block 1 Tract 1 Country Road Estates Section 1 Abstract 014852	29.91573	-94.0962	\$6.00	Carla Mason
76	84	11456	Davidson Rd	Beaumont TX	77705	Lot 3, Block 14, Tract 1 0.726 Acres Orange Farms Abst 048855	29.91518	-94.08815	\$1.00	Landon Delage
77	39	11465	Sweetgum Ln	Beaumont TX	77705	14 4 Country Road Est Sect 1 Abstract 014852	29.91719	-94.09341	\$12.00	Phillip & Lydia Hallmark

78	2	11471	Country Lane Rd	Beaumont TX	77705	1 4 Country Road Est Sect 1 Abstract 014852	29.91512	-94.0958	\$60.00	Jason Vandiver
79	52	11477	Davidson Rd	Beaumont TX	77705	Tr 4 2 14 Orange Farms .666 Abstract 048855	29.9154	-94.08851	\$1.00	Landon Delage
80	20	11501	Sweetgum Ln	Beaumont TX	77705	13 4 Country Road Est Sect 1 Abstract 014852	29.91716	-94.09481	\$12.00	Phillip & Lydia Hallmark
81	50	11506	Sweetgum Ln	Beaumont TX	77705	8 5 Country Road Est Sect 1 Abstract 014852	29.91672	-94.09493		
82	64	11519	Sweetgum Ln	Beaumont TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91692	-94.0945	\$12.00	Phillip & Lydia Hallmark
83	138	11524	Davidson Rd	Beaumont TX	77705	Lot 3, Block 14, Tract 10 0.666 Acres Orange Farms Abst 048855	29.91606	-94.08812		
84	51	11541	Sweetgum Ln	Beaumont TX	77705	11 4 Country Road Est Sect 1 Abstract 014852	29.91642	-94.09262	\$12.00	Andrew Pritchard

85	146	11600	Sweetgum Ln	Beaumont TX	77705	Lots 11 & 12, Block 5 Country Road Est Section 1 Abstract 014852	29.91537	-94.09305	\$5.00	Daniel R. Ward
86	41	11604	Davidson Rd	Beaumont TX	77705	7 14 Tr 1 8 14 Tr 1 & Tr 11 Orange Farms 1.536 Loc Off Of Kenner Rd	29.91781	-94.08962	\$12.00	David & Meredith Hatcher
87	5	11611	Sweetgum Ln	Beaumont TX	77705	7 4 Country Road Est Sect 1 Abstract 014852	29.91533	-94.09261	\$5.00	George M. Greer
88	149	12125	Burr Lane	Nederland, TX	77701	44 Tr 3 (Part) And (Part) Of 45 C O Ellstrom 1.000 Abstract 019250	29.9333	-94.1132		None
89	93	15106	Labelle	Beaumont TX	77705	Lot 32, 102 Wm Carr .950 Abstract 300102	29.87782	-94.15935		None
90	136	17363	Boondocks	Beaumont TX	77705	Tract 34 4.808 Acres 747 J W Denny (Out To Boondocks Rd)	29.86798	-94.22271		None
91	151	17859	Azalea Dr.	Beaumont TX	77705	Lots 27 and 28, Block 6, Green Thumb Estates Section 1	29.82694	-94.22387		None
92	141	17886	Azalea Dr	Beaumont TX	77705	Lot 59, Block 8 Green Thumb Estates 1 Abstract 024900	29.8263	-94.22453		None

93	81	18084	Azalea Dr	Beaumont TX	77705	Lots 45 & 46, Block 4 Green Thumb Estates Section 1 Abstract 024900	29.82363	-94.22463	None
94	105	18233	Big Hill Rd	Winnie TX	77655	Pt Tract 26509 L Hamshire .48 Acres Abstract 300509, Pt Tract 26509 L Hamshire 10.00 Acres Abstract 300509	29.82147	-94.23495	None
95	106	18235	Hwy 73	Beaumont TX	77705	Part Tract 24509 L Hamshire 1.000 Section 198 B Abstract 300509 & Part Tract 24 509 L Hamshire 10.110Sec 198-Babstract 300509	29.82415	-94.23336	None
96	142	19268	Big Hill Rd	Hamshire TX	77705	Tract 8480 T&No 1 Abstract 300480 Lot 8	29.80707	-94.23506	Paul Rush Craigen \$1.00
97	134	20615	Highway 73	Beaumont TX	77622	Tract 49 53 B A Vacocu 2.000 Abstract 300053 Lot 49	29.82511	-94.23454	None
98	75	21443	Englin Rd	Beaumont TX	77705	Lot 31 Tract 1 and Lot 32 Tract 1 162 Benson Abstract 004300	29.78344	-94.32803	Bruce & Jacqueline Bundick \$250.00
99	69	1179 A	Hillebrandt Acres	Beaumont TX	77705	Lot 44 Block 1 Abstract 029250 Hillebrandt Acres	29.93091	-94.1168	None

100	85b	8629 B	Hillebrandt Road	Beaumont TX	77705	3.69 Acres out of Tract 1, Orange Farms Abstract 048855	29.92352	-94.1123	None
101	102	1551	Hillebrandt Acres	Beaumont TX	77705	Lot 21 Block 1 Abstract 029250 Hillebrandt Acres	29.93076	-94.11889	Lynn Prescott \$120.00

## LEASE AGREEMENT

<b>THE STATE OF TEXAS</b>	§	<b>CASEY BONIN</b>
	§	
<b>COUNTY OF JEFFERSON</b>	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the “County,” and **Casey Bonin**, hereinafter referred to as “Lessee.”

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the property at 993 Hillebrandt Acres, Texas, being described as Hillebrandt Acres Lot 51, Block 1, Lot 52, Tract 2, Abstract 029250, Jefferson County, Texas, hereinafter called the “Property.” The Lease amount shall be **\$100.00 for five years** (\$20.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

**CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

**COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

**COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

**TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

**RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

**DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Casey Bonin, 971 Hillebrandt Acres, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **993 HILLEBRANDT ACRES, BEAUMONT, TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **993 HILLEBRANDT ACRES, BEAUMONT, TX, 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **CASEY BONIN.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

**CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

**COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

**COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

**TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

**RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

**DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Eric R. Brode, 7868 FM 365, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:  
  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

**RELEASE OF LIABILITY**

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **7806 HIGHWAY 365**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **7806 HIGHWAY 365, BEAUMONT, TX, 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **ERIC R. BRODE**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Terrell Broussard, 10160 Barton Street, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

**RELEASE OF LIABILITY**

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **2040 HILLEBRANDT ACRES.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **2040 HILLEBRANDT ACRES, BEAUMONT, TX, 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **TERRELL BROUSSARD.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

**CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

**COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

**COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

**TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

**RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

**DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Bruce & Jacqueline Bundick, 21195 Englin Road, Winnie, Texas, 77665.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

**RELEASE OF LIABILITY**

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **21143 ENGLIN ROAD.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **21143 ENGLIN ROAD, BEAUMONT, TX, 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **BRUCE & JACQUELINE BUNDICK.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

**DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and “AS IS.”

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Kenneth Wayne Chadwick, 11017 Kenner Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **7303 BACKRIDGE ROAD AND 11049 KENNER ROAD.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THESE PROPERTIES OF JEFFERSON COUNTY WHICH ARE LOCATED AT **7303 BACKRIDGE ROAD, BEAUMONT TX, 77705, AND 11049 KENNER ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **KENNETH WAYNE CHADWICK.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Paul Rush Craigen, 19268 Big Hill Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:  
  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **19268 BIG HILL ROAD**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **19268 BIG HILL ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **PAUL RUSH CRAIGEN**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

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Signature

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Date

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Printed Name

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Address

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Telephone Number

## LEASE AGREEMENT

<b>THE STATE OF TEXAS</b>	§	<b>LANDON DELAGE</b>
	§	
<b>COUNTY OF JEFFERSON</b>	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the “County,” and **Landon Delage**, hereinafter referred to as “Lessee.”

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following properties, in Jefferson County, Texas, hereinafter called the “Property”:

1. **11456 Davidson Road, Beaumont TX, 77705, described as Lot 3 Block 14 Tract 1 0.726 Acres Orange Farms Abstract 048855**
2. **11477 Davidson Road, Beaumont TX, 77705, described as Tr 4 2 14 Orange Farms .666 Abstract 048855**

The Lease amount shall be **\$10.00 for five years** (\$5.00 per year, per property) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;

7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

**DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and “AS IS.”

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Landon Delage, 11433 Davidson Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE  
Attest:  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **11456 DAVIDSON ROAD, BEAUMONT TX, 77705 AND 11477 DAVIDSON ROAD, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THESE PROPERTIES OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11456 DAVIDSON ROAD, BEAUMONT TX, 77705 AND 11477 DAVIDSON ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **LANDON DELAGE.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

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Signature

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Date

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Printed Name

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Address

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Telephone Number

## LEASE AGREEMENT

<b>THE STATE OF TEXAS</b>	§	<b>GEORGE M. GREER</b>
	§	
<b>COUNTY OF JEFFERSON</b>	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the “County,” and **George M. Greer**, hereinafter referred to as “Lessee.”

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the “Property”:

- 1. 11611 Sweetgum Lane, Beaumont TX, 77705, being described as 7 4 Country Road Estate Section 1 Abstract 014852**

The Lease amount shall be **\$25.00 for five years** (\$5.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change

the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **George M. Greer, 11581 Sweetgum Lane, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:  
  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11611 SWEETGUM LANE, BEAUMONT TX.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11611 SWEETGUM LANE, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **GEORGE M. GREER.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

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Signature

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Date

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Printed Name

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Address

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Telephone Number



6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

**DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and “AS IS.”

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Phillip & Lydia Hallmark, 11254 Kenner Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **7818 FM 365, BEAUMONT TX, 77705, 11248 KENNER ROAD, BEAUMONT TX, 77705, 11465 SWEETGUM LANE, BEAUMONT TX, 77705, 11501 SWEETGUM LANE, BEAUMONT TX, 77705, AND 11519 SWEETGUM LANE, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THESE PROPERTIES OF JEFFERSON COUNTY WHICH ARE LOCATED AT **7818 FM 365, BEAUMONT TX, 77705, 11248 KENNER ROAD, BEAUMONT TX, 77705, 11465 SWEETGUM LANE, BEAUMONT TX, 77705, 11501 SWEETGUM LANE, BEAUMONT TX, 77705, AND 11519 SWEETGUM LANE, BEAUMONT TX, 77705.** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **PHILLIP & LYDIA HALLMARK.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

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Signature

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Date

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Printed Name

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Address

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Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **David & Meredith Hatcher, 11584 Davidson Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11604 DAVIDSON ROAD, BEAUMONT TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11604 DAVIDSON ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **DAVID & MEREDITH HATCHER**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

---

Signature

---

Date

---

Printed Name

---

Address

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Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Richard A. Levacy MD, 3345 Plaza 10 Drive, Beaumont TX, 77707.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

**RELEASE OF LIABILITY**

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **1420 HILLEBRANDT ACRES, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **1420 HILLEBRANDT ACRES, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **RICHARD A. LEVACY MD.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Carla Mason, 11480 Country Lane Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:  
  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11422 COUNTRY LANE ROAD, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11422 COUNTRY LANE ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **CARLA MASON.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **John McNeil, 2001 Hillebrandt Acres Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:  
  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

**RELEASE OF LIABILITY**

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **1989 HILLEBRANDT ACRES, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **1989 HILLEBRANDT ACRES, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **JOHN McNEIL.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Oscar & Amber Olvera, 11589 Davidson Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **11309 KENNER ROAD, BEAUMONT TX, 77705, AND 11329 KENNER ROAD, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THESE PROPERTIES OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11309 KENNER ROAD, BEAUMONT TX, 77705, AND 11329 KENNER ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **OSCAR & AMBER OLVERA.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Lynn Prescott, 1537 Hillebrandt Acres, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:  
  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **1551 HILLEBRANDT ACRES, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **1551 HILLEBRANDT ACRES, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **LYNN PRESCOTT.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Raymond M. & Carol R. Pringle, 416 Lene Lane, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **390 LENE LANE, BEAUMONT TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **390 LENE LANE, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **RAYMOND M. & CAROL R. PRINGLE**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

---

Signature

---

Date

---

Printed Name

---

Address

---

Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Andrew J. Pritchard, 11555 Sweetgum Lane, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE  
Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11541 SWEETGUM LANE, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11541 SWEETGUM LANE, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **ANDREW J. PRITCHARD.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Curtis Randall, 2129 Hillebrandt Acres, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:  
  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **2065 HILLEBRANDT ACRES, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **2065 HILLEBRANDT ACRES, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **CURTIS RANDALL.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Grady A. Taylor, 7538 Hillebrandt Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:  
  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **7522 HILLEBRANDT ROAD BEAUMONT TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **7522 HILLEBRANDT ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **GRADY A. TAYLOR**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Jason & Jennifer Vandiver, 11521 Country Lane Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:

\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11471 COUNTRY LANE ROAD, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11471 COUNTRY LANE ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **JASON & JENNIFER VANDIVER.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Ronnie Walston, 7696 Hillebrandt Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:  
  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

**RELEASE OF LIABILITY**

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **453 HILLEBRANDT ACRES, BEAUMONT TX, 77705 AND 477 HILLEBRANDT ACRES, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **453 HILLEBRANDT ACRES, BEAUMONT TX, 77705 AND 477 HILLEBRANDT ACRES, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **RONNIE WALSTON.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Daniel R. Ward, 11435 Country Lane Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:  
  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

**RELEASE OF LIABILITY**

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11600 SWEETGUM LANE, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11600 SWEETGUM LANE, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **DANIEL R. WARD.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

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#### **TERM**

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#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **James Wyble, 554 Bass Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee’s rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on \_\_\_\_\_.

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:  
  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **520 BASS ROAD, BEAUMONT TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **520 BASS ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **JAMES WYBLE**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

---

Signature

---

Date

---

Printed Name

---

Address

---

Telephone Number



## MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct #4

Date: July 1, 2016

RE: Transfer Funds

---

Please transfer **\$2,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0406-431.30-15 (Cement, Concrete, Etc.) for additional cost of road building materials; and

Please transfer **\$15,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery); and

Please transfer **\$3,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-08 (Automobiles and Trucks); and

Please transfer **\$10,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-11 (Equipment Miscellaneous) for additional cost of equipment repairs.

Thank you.

EA/nr

*County*



**E. EARL WHITE**  
**Jefferson County Constable**  
**Precinct 1**  
**1085 Pearl Street**  
**Beaumont, TX 77701**



# Memo

**Date:** July 5, 2016  
**To:** Fran Lee, Financial Manager **Fax #:** (409) 839-2369  
**From:** Constable's Office Precinct 1 **Fax #:** (409) 839-2350  
**RE:** Transfer Line Item  
**Priority:** [Urgent]

## Line-item Transfer Amendment

DATE: July 6, 2016

Honorable Commissioners Court of Jefferson County:  
I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	FROM	TO
From:	Overtime	120 3065 425 10-98	\$700	
To:	Office Supplies	120 3065 425 3078		\$700
Reason:	To cover costs of open requisition Office Supplies needed for next 2 months.			

*E. Earl White*  
Department Head /Chief Clerk-Administrative Assistant

Approved: County Judge for Commissioners Court

Attest: County Clerk



# TxCDBG Contract Amendment/Modification Request - Form A1101

Grant Recipient Name: JEFFERSON COUNTY Contract No 713250 Region SETRPC  
 Modification No. 3 Start Date 11/12/2013 End Date 11/11/2015 Contract Amount \$275,000.00

Check all contract provisions to be amended/modified (additional questions appear for some selections):

- Exhibit A Performance Statement     Exhibit B Budget     Contract Period (extension)     Special Conditions  
 Other \_\_\_\_\_

What changes are proposed for the contract? Reduction of original project scale

Why are the proposed revisions requested for this contract?

Rehab Single-beneficiaries reduced from 18 to 15 households (35 total persons) and to revise the Sewer Improvement (force main) installation to 8,060 lf and 274 lf of bore. Reducing the number of Sewer Improvement total beneficiaries to 18 families (39 total persons). Moving funds in the amount of \$52, 143.75 from 14A to 03J to reflect public ownership of grinder units.

Is the contract on hold for non-compliance with audit, monitoring, or programmatic requirements?  No  TDA concur

## For Performance Statement Amendment/Modification Requests

Do the proposed revisions address the same problem identified in the current Performance Statement? (Select One)

Yes, same activity addressing the same problem

Do the proposed revisions change the beneficiaries of the contract? (Select One)

Yes, the beneficiaries indicated in the Performance Statement will decrease by less than 25%.

Do the proposed revisions change the locations as described in the Performance Statement? (Select One)

Yes, the attached map shows the original project locations and proposed project locations.

How significant are the proposed revisions? (Select One)

For project with target area benefit: all work within same target area.

Is a previously conducted Environmental Review still valid? (Select One)

Yes, the Review has been re-evaluated and remains valid. TDA concur

Are all clearances previously submitted for contract Special Conditions still valid? (Select One)

Yes, the clearances have been re-evaluated and remain valid.

How will the proposed improvements be completed? (Select One)

Included in existing construction contract as awarded.

Will the project be completed by the contract end date? (Select One)

Yes



NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
OFFICE DEPOT	51.81	422325	51.81**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	2,675.05	422283	
APAC, INC. - TROTTI & THOMSOM	1,298.65	422287	
M&D SUPPLY	132.18	422319	
SEABREEZE CULVERT, INC.	1,787.75	422335	
UNITED STATES POSTAL SERVICE	.47	422371	
ROSS RIDGE SAND COMPANY LP	79.20	422398	
			5,973.30**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	2,427.89	422287	
ENTERGY	102.44	422308	
CASH ADVANCE ACCOUNT	959.44	422314	
RITTER @ HOME	40.76	422330	
TACERA	80.00	422342	
WHEELER TRUCK BODY EQUIPMENT	42.00	422349	
MARTIN PRODUCT SALES LLC	10,059.51	422396	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	422441	
			13,861.54**
ROAD & BRIDGE PCT. # 3			
A&J ENGINE SERVICE	286.00	422275	
SPIDLE & SPIDLE	1,750.85	422283	
CERTIFIED LABORATORIES	1,220.80	422293	
FARM & HOME SUPPLY	71.96	422302	
MUNRO'S	61.30	422323	
NOACK LOCKSMITH	39.00	422324	
OFFICE DEPOT	344.87	422325	
OIL CITY TRACTORS, INC.	4,740.66	422326	
AT&T	71.40	422338	
TEXAS GAS SERVICE	146.13	422384	
PETROLEUM SOLUTIONS, INC.	386.00	422390	
MARTIN PRODUCT SALES LLC	16,020.17	422396	
SPURLOCK ROAD VETERINARY CLINIC	108.20	422428	
			25,247.34**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	19.03	422294	
ENTERGY	1,104.17	422308	
M&D SUPPLY	184.93	422319	
MUNRO'S	220.90	422323	
SANITARY SUPPLY, INC.	26.44	422332	
TRIANGLE AIR CARE, INC.	295.00	422344	
UNITED STATES POSTAL SERVICE	2.00	422371	
BEAUMONT FREIGHTLINER STERLING	214.50	422394	
ASCO	1,403.09	422437	
GCR TIRES & SERVICE	350.36	422452	
BAYOU CITY LUMBER CO INC	1,541.00	422473	
			5,361.42**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	4.40	422371	4.40**
PARKS & RECREATION			
A&B OUTDOOR EQUIPMENT	26.46	422276	
ENTERGY	345.98	422308	
JIFFY TROPHIES	14.00	422316	
M&D SUPPLY	102.48	422319	
ATSCO	255.00	422402	
SUPPLYWORKS	1,097.98	422458	
			1,841.90**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	805.21	422371	805.21*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.	TOTAL
MOORMAN & ASSOCIATES, INC.	900.00	422322	
OFFICE DEPOT	279.53	422325	
UNITED STATES POSTAL SERVICE	5.59	422371	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	300.00	422466	
AUDITOR'S OFFICE			1,485.12*
UNITED STATES POSTAL SERVICE	6.98	422371	
TEXAS ASSN. OF COUNTY AUDITORS	415.00	422478	
COUNTY CLERK			421.98*
OFFICE DEPOT	211.93	422325	
UNITED STATES POSTAL SERVICE	285.99	422371	
COUNTY JUDGE			497.92*
KIRKSEY'S SPRINT PRINTING	30.10	422317	
OFFICE DEPOT	18.15	422325	
UNITED STATES POSTAL SERVICE	1.20	422371	
ROCKY LAWDERMILK	500.00	422379	
KIMBERLY PHELAN, P.C.	500.00	422395	
JERRY JOHN BRAGG	500.00	422414	
DUNHAM HALLMARK PLLC	1,500.00	422424	
TARA SHELANDER	500.00	422449	
JARED GILTHORPE	500.00	422450	
LAW OFFICE OF J SCOTT FREDERICK	500.00	422457	
JAN GIROUARD & ASSOCIATES LLC	600.00	422464	
RISK MANAGEMENT			5,149.45*
UNITED STATES POSTAL SERVICE	6.23	422371	
COUNTY TREASURER			6.23*
CASH ADVANCE ACCOUNT	580.87	422315	
UNITED STATES POSTAL SERVICE	167.93	422371	
TIM FUNCHESS	848.48	422421	
PRINTING DEPARTMENT			1,597.28*
OLMSTED-KIRK PAPER	2,178.26	422327	
PURCHASING DEPARTMENT			2,178.26*
UNITED STATES POSTAL SERVICE	4.51	422371	
GENERAL SERVICES			4.51*
OLMSTED-KIRK PAPER	2,340.00	422327	
TIME WARNER COMMUNICATIONS	2,442.76	422341	
SUPERIOR PRESS	2,410.90	422419	
ROCHESTER ARMORED CAR CO INC	3,775.42	422422	
DYNAMEX INC	201.85	422444	
COLIN'S KITCHEN LLC	78.92	422460	
DATA PROCESSING			11,249.85*
GUARDIAN FORCE	36.00	422279	
VOTERS REGISTRATION DEPT			36.00*
UNITED STATES POSTAL SERVICE	150.32	422371	
ELECTIONS DEPARTMENT			150.32*
OFFICE DEPOT	7.99	422325	
UNITED STATES POSTAL SERVICE	9.76	422371	
DISTRICT ATTORNEY			17.75*
GT DISTRIBUTORS, INC.	860.60	422305	
CASH ADVANCE ACCOUNT	385.78	422314	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	210.63	422325	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	422343	
JAMES ARCENEUX	626.92	422368	
UNITED STATES POSTAL SERVICE	236.16	422371	
THOMSON REUTERS-WEST	201.58	422440	
			2,871.67*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	1,250.14	422314	
OFFICE DEPOT	730.93	422325	
COUNTY & DISTRICT CLERK ASSN. OF TX	175.00	422352	
UNITED STATES POSTAL SERVICE	292.83	422371	
RICOH USA INC	6.00	422433	
			2,454.90*
CRIMINAL DISTRICT COURT			
RENE MULHOLLAND	1,227.05	422348	
UNITED STATES POSTAL SERVICE	.40	422371	
			1,227.45*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.40	422371	
			.40*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.58	422371	
			2.58*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.60	422371	
LEXIS-NEXIS	114.00	422372	
			115.60*
252ND DISTRICT COURT			
LEAH HAYES	1,067.00	422310	
OFFICE DEPOT	85.87	422325	
UNITED STATES POSTAL SERVICE	34.62	422371	
SUMMER TANNER	425.00	422397	
			1,612.49*
279TH DISTRICT COURT			
THOMAS J. BURBANK, P.C.	500.00	422292	
LAIRO DOWDEN, JR.	325.00	422300	
TERRENCE HOLMES	375.00	422312	
GLEN M. CROCKER	500.00	422374	
JOEL WEBB VAZQUEZ	75.00	422391	
TONYA CONNELL TOUPS	150.00	422399	
WILLIAM FORD DISHMAN	225.00	422442	
TARA SHELANDER	500.00	422449	
LAW OFFICE OF J SCOTT FREDERICK	650.00	422457	
GORDON D FRIESZ	150.00	422459	
ASHLEY CEDILLO	75.00	422467	
			3,525.00*
317TH DISTRICT COURT			
WENDELL RADFORD	325.00	422329	
RONALD PLESSALA	325.00	422404	
			650.00*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	64.74	422325	
UNITED STATES POSTAL SERVICE	39.24	422371	
			103.98*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	.89	422371	
			.89*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	37.89	422371	
			37.89*
JUSTICE COURT-PCT 7			

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	30.57	422338	30.57*
COUNTY COURT AT LAW NO. 2			
CHARLES ROJAS	250.00	422362	
UNITED STATES POSTAL SERVICE	4.59	422371	
LANGSTON ADAMS	300.00	422381	
JOEL WEBB VAZQUEZ	250.00	422391	
SAMUEL & SON LAW FIRM PLLC	250.00	422454	
JANSON ELLIOTT BAILEY	500.00	422465	1,554.59*
COUNTY COURT AT LAW NO. 3			
DAVID GROVE	250.00	422284	
UNITED STATES POSTAL SERVICE	6.38	422371	
WILLIAM MARCUS WILKERSON	250.00	422432	
JANSON ELLIOTT BAILEY	300.00	422465	
ASHLEY CEDILLO	500.00	422467	1,306.38*
COURT MASTER			
JUDGE LARRY GIST	626.98	422306	
UNITED STATES POSTAL SERVICE	1.60	422371	628.58*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	8.73	422371	8.73*
SHERIFF'S DEPARTMENT			
OFFICE DEPOT	546.41	422325	
AT&T	263.76	422338	
CLASSEN BUCK SEMINAR INC	64.00	422353	
KEESHA GUILLORY	300.00	422356	
UNITED STATES POSTAL SERVICE	980.46	422371	
BEAUMONT OCCUPATIONAL SERVICE, INC.	131.80	422375	
TEXAS CODE BLUE LLC	806.00	422389	
RITA HURT	825.00	422427	3,917.43*
CRIME LABORATORY			
FED EX	56.14	422304	
CASH ADVANCE ACCOUNT	1,567.14	422314	
HENRY SCHEIN, INC.	222.04	422333	
MCKESSON MEDICAL-SURGICAL INC	93.20	422360	
VERIZON WIRELESS	151.96	422365	
LIPOMED	183.00	422420	
EPPENDORF NORTH AMERICA INC	573.77	422430	
ATTAINIT	900.40	422462	3,747.65*
JAIL - NO. 2			
HILO / O'REILLY AUTO PARTS	75.61	422278	
JOHNSTONE SUPPLY	103.05	422285	
BOB BARKER CO., INC.	895.50	422288	
ECOLAB	399.90	422301	
FAST SIGNS, INC.	67.66	422303	
W.W. GRAINGER, INC.	43.55	422307	
ENTERGY	40,973.98	422308	
HERNANDEZ OFFICE SUPPLY, INC.	265.44	422311	
JACK BROOKS REGIONAL AIRPORT	1,125.04	422313	
PETTY CASH - SHERIFF'S OFFICE	173.00	422328	
RALPH'S INDUSTRIAL ELECTRONICS	320.45	422331	
SANITARY SUPPLY, INC.	2,464.25	422332	
SCOTT EQUIPMENT, INC.	794.14	422334	
AT&T	944.13	422338	
WORTH HYDROCHEM	327.00	422351	
ADVANCED SYSTEMS & ALARM SERVICES,	157.00	422361	
UNITED COMMUNICATIONS, INC.	478.00	422363	
LOWE'S HOME CENTERS, INC.	444.72	422377	
AIRGAS SOUTHWEST	363.49	422401	
FIVE STAR CORRECTIONAL SERVICE	16,093.55	422417	
AI FILTER SERVICE COMPANY	737.60	422426	

NAME	AMOUNT	CHECK NO.	TOTAL
SUMMIT ELECTRIC SUPPLY	36.72	422435	
MATERA PAPER COMPANY INC	8,985.99	422438	
THOMSON REUTERS-WEST	888.00	422439	
LONE STAR UNIFORMS	4,113.55	422461	
INDUSTRIAL TRANSPORTATION WASTE LLC	720.00	422469	81,991.32*
JUVENILE PROBATION DEPT.			
SOUTHERN COMPUTER WAREHOUSE	629.71	422286	
UNITED STATES POSTAL SERVICE	38.76	422371	
JOSH CUYOS	197.64	422447	866.11*
JUVENILE DETENTION HOME			
OAK FARM DAIRY	312.84	422354	
BEN E KEITH FOODS	2,529.62	422388	2,842.46*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	97.13	422371	
CONFIRMDELIVERY.COM INC	74.93	422409	172.06*
CONSTABLE-PCT 4			
GT DISTRIBUTORS, INC.	325.75	422305	
KIRKSEY'S SPRINT PRINTING	24.95	422317	
OFFICE DEPOT	31.93	422325	
TRANSUNION RISK AND ALTERNATIVE	70.00	422456	452.63*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	16.21	422371	16.21*
CONSTABLE PCT. 8			
SILSBEE FORD INC	121.20	422479	121.20*
COUNTY MORGUE			
BINSWANGER GLASS CO.	2,445.01	422290	2,445.01*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	534.36	422280	534.36*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	422291	
UNITED STATES POSTAL SERVICE	60.55	422371	
RACHEL DRAGULSKI	23.22	422380	
WAYNE BONTON	23.22	422474	1,606.99*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	12.07	422296	
CLAYBAR FUNERAL HOME, INC.	3,498.00	422297	
ENTERGY	70.00	422309	
LEVINGSTON FUNERAL HOME	1,500.00	422318	
AT&T	30.57	422338	
TEXAS GAS SERVICE	27.16	422385	
PCM-G	1,095.00	422410	6,232.80*
CHILD WELFARE UNIT			
J.C. PENNEY'S	2,640.52	422376	2,640.52*
ENVIRONMENTAL CONTROL			
AT&T	30.60	422338	30.60*
INDIGENT MEDICAL SERVICES			
SOUTHERN COMPUTER WAREHOUSE	415.60	422286	415.60*
EMERGENCY MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	150.00	422366	150.00*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	180.00	422279	
BINSWANGER GLASS CO.	370.55	422290	
CITY OF BEAUMONT - WATER DEPT.	536.29	422294	
W.W. GRAINGER, INC.	87.58	422307	
ENTERGY	7,047.10	422308	
HERNANDEZ OFFICE SUPPLY, INC.	1,454.94	422311	
M&D SUPPLY	266.62	422319	
MCCOWN PAINT & SUPPLY OF TEXAS	269.50	422321	
OFFICE DEPOT	78.72	422325	
RALPH'S INDUSTRIAL ELECTRONICS	53.30	422331	
SANITARY SUPPLY, INC.	3,859.09	422332	
ACE IMAGEWEAR	377.85	422336	
AT&T	218.36	422338	
TRI-CON, INC.	2,104.59	422345	
WHOLESALE ELECTRIC SUPPLY CO.	66.98	422350	
UNITED STATES POSTAL SERVICE	.47	422371	
BAKER DISTRIBUTING COMPANY	285.68	422386	
OTIS ELEVATOR COMPANY	2,756.00	422387	
BEAUMONT BLINDS AND SHUTTERS	2,984.10	422403	
FIRETROL PROTECTION SYSTEMS, INC.	1,200.00	422407	
SHERWIN-WILLIAMS	212.08	422411	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,919.19	422429	
WASTEWATER TRANSPORT SERVICES LLC	248.00	422448	
CINTAS CORPORATION	166.95	422468	
THREE RIVERS FIRE EXTINGUISHER SALE	1,490.00	422472	28,233.94*
MAINTENANCE-PORT ARTHUR			
A&B OUTDOOR EQUIPMENT	63.64	422276	
CITY OF PORT ARTHUR - WATER DEPT.	631.01	422295	
NOACK LOCKSMITH	6.00	422324	
AT&T	1,332.02	422338	
SOLAR	343.27	422373	
LOWE'S HOME CENTERS, INC.	376.04	422377	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	105.00	422408	
ATTABOY TERMITE & PEST CONTROL	110.49	422412	
PARKER LUMBER	112.47	422418	3,079.94*
MAINTENANCE-MID COUNTY			
ENTERGY	444.57	422308	
LOWE'S HOME CENTERS, INC.	153.62	422377	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	422441	2,523.71*
SERVICE CENTER			
SPIDLE & SPIDLE	5,869.71	422283	
MUNRO'S	39.45	422323	
RITTER @ HOME	50.96	422330	
VIN'S PAINT & BODY, INC.	4,378.53	422355	
JEFFERSON CTY. TAX OFFICE	7.50	422364	
THE FRONT END SHOP	79.95	422383	
BUMPER TO BUMPER	198.98	422392	
AMERICAN TIRE DISTRIBUTORS	3,373.24	422405	
C & I OIL COMPANY INC	855.40	422406	
SILSBEE FORD INC	393.56	422445	
DENNIS LOWE	99.95	422471	
1800RADIATOR & AC	139.00	422480	15,486.23*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	9.88	422371	
HILARY GUEST	228.52	422382	
			238.40*
			197,476.75**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	471.86	422313	
MUNRO'S	75.70	422323	

NAME	AMOUNT	CHECK NO.	TOTAL
TIME WARNER COMMUNICATIONS	75.81	422340	
SETZER HARDWARE, INC.	31.28	422477	
SECURITY FEE FUND			654.65**
COTTON CARGO	69.75	422299	
ED WOODSMALL	136.65	422451	
JUAN SAN MIGUEL	177.78	422475	
DAVID HALL	164.50	422476	
LAW LIBRARY FUND			548.68**
LEXISNEXIS MATTHEW BENDER	992.71	422378	
THOMSON REUTERS-WEST	290.00	422439	
EMPG GRANT			1,282.71**
UNITED PARCEL SERVICE	13.94	422347	
VERIZON WIRELESS	176.89	422366	
JUVENILE PROB & DET. FUND			190.83**
MICHAEL CATT	300.00	422470	
279 JUVENILE DRUG COURT			300.00**
IEA - INSPIRE, ENCOURAGE, ACHIEVE	7,597.48	422369	
COMMUNITY SUPERVISION FND			7,597.48**
UNITED STATES POSTAL SERVICE	92.62	422371	
JCCSC	72.00	422423	
JODIE JACKSON	121.02	422463	
JEFF. CO. WOMEN'S CENTER			285.64**
AIR COMFORT, INC.	170.00	422281	
BELL'S LAUNDRY	1,274.33	422289	
CITY OF BEAUMONT - WATER DEPT.	1,120.46	422294	
MARKET BASKET	312.88	422320	
SOUTHEAST TEXAS MEDICAL ASSOCIATES	40.00	422337	
SYSCO FOOD SERVICES, INC.	1,242.80	422339	
BEN E KEITH FOODS	2,630.80	422388	
ATTABOY TERMITE & PEST CONTROL	50.00	422412	
MATERA PAPER COMPANY INC	274.78	422438	
WASTEWATER TRANSPORT SERVICES LLC	248.00	422448	
GLOBAL TEL*LINK CORP	1,000.00	422455	
SCAAP GRANT			8,364.05**
KUBOTA TRACTOR CORPORATION	12,968.40	422415	
DRUG INTERVENTION COURT			12,968.40**
LAND MANOR, INC.	222.00	422359	
COUNTY RECORDS MANAGEMENT			222.00**
CDW COMPUTER CENTERS, INC.	467.33	422358	
UNITED STATES POSTAL SERVICE	1.99	422371	
FORENSIC SCIENCE FED GRT			469.32**
FED EX	93.15	422304	
DEPUTY SHERIFF EDUCATION			93.15**
TEXAS DARE OFFICER ASSOC	200.00	422393	
CONST. PCT. 8 EDUCATION			200.00**
JOHN WILLIS	225.00	422434	
J.P. COURTROOM TECH. FUND			225.00**

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	53.20	422358	53.20**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	18.98	422319	
MUNRO'S	39.25	422323	
TRI-CITY COFFEE SERVICE	64.40	422346	
UNITED STATES POSTAL SERVICE	13.75	422371	136.38**
COUNTY CLERK ELECTION CON			
ELECTION ADMINISTRATORS LLC	17,085.00	422436	17,085.00**
AIRPORT FUND			
COASTAL WELDING SUPPLY	375.00	422298	
FED EX	18.97	422304	
LOWE'S HOME CENTERS, INC.	86.07	422377	
UNIFIRST HOLDINGS INC	117.95	422413	
MOWERS TRACTORS INC	14.00	422425	
HIBU INC - WEST	650.00	422443	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	155.15	422446	
EASTERN AVIATION FUELS INC	47,232.83	422453	48,649.97**
AIRPORT IMPROVE. GRANTS			
ALLCO, INC.	426,548.11	422367	
GARVER LLC	19,541.25	422416	446,089.36**
SE TX EMP. BENEFIT POOL			
UNITED STATES TREASURY	5,244.89	422357	5,244.89**
SETEC FUND			
PCM-G	995.00	422410	
INDUSTRIAL TRANSPORTATION WASTE LLC	2,610.00	422469	3,605.00**
SHERIFF'S FORFEITURE FUND			
HOME FURNITURE COMPANY	3,161.98	422277	3,161.98**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,639.00	422247	
CLEAT	324.00	422248	
JEFFERSON CTY. TREASURER	18,071.56	422249	
RON STADTMUELLER - CHAPTER 13	932.50	422250	
INTERNAL REVENUE SERVICE	475.00	422251	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,880.00	422252	
JEFFERSON CTY. COMMUNITY SUP.	9,744.85	422253	
JEFFERSON CTY. TREASURER - HEALTH	457,134.36	422254	
JEFFERSON CTY. TREASURER - GENERAL	35.00	422255	
JEFFERSON CTY. TREASURER - PAYROLL	1,621,491.87	422256	
JEFFERSON CTY. TREASURER - PAYROLL	644,777.51	422257	
MONEY/MLOA	198.74	422258	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,051.69	422259	
UNITED WAY OF BEAUMONT& N JEFFERSON	55.31	422260	
JEFFERSON CTY. TREASURER - TCDRS	615,810.03	422261	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,906.65	422262	
JEFFERSON COUNTY TREASURER	2,612.89	422263	
JEFFERSON COUNTY - TREASURER -	6,457.01	422264	
NECHES FEDERAL CREDIT UNION	59,066.75	422265	
JEFFERSON COUNTY - NATIONWIDE	55,851.09	422266	
TENNESSEE CHILD SUPPORT	115.38	422267	
SBA - U S DEPARTMENT OF TREASURY	168.49	422268	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	422269	
WILLIAM E HEITKAMP	755.01	422270	
JOHN TALTON	1,560.77	422271	
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	422272	
BELINDA M ZURITA	230.77	422273	
UNITED STATES TREASURY	2,446.30	422274	3,522,959.61**
APPELLATE JUDICIAL SYSTEM			

NAME	AMOUNT	CHECK NO.	TOTAL
9TH COURT OF APPEALS	2,105.00	422400	2,105.00**
ORCA - IKE			
MK CONSTRUCTORS	157,880.70	422431	157,880.70**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	372.75	422313	
OFFICE DEPOT	22.19	422325	
C & I OIL COMPANY INC	7,270.16	422406	7,665.10**
GLO IKE ROUND 2			
APOLLO ENVIRONMENTAL STRATEGIES INC	88,382.19	422282	88,382.19**
			4,586,238.75***

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
CLASSIC CHEVROLET	51.45	422481	
APAC, INC. - TROTTI & THOMSOM	2,532.32	422493	
CARQUEST AUTO PARTS # 96	19.79	422498	
M&D SUPPLY	144.08	422530	
MUNRO'S	28.65	422534	
SANDIFER'S LP GAS CO.	117.90	422549	
SOUTHEAST TEXAS WATER	37.00	422556	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
BK INDUSTRIAL SOLUTIONS LLC	31.38	422686	
REPUBLIC SERVICES	45.00	422689	
			3,077.57**
ROAD & BRIDGE PCT.#2			
KINLOCH EQUIPMENT & SUPPLY	72.23	422486	
APAC, INC. - TROTTI & THOMSOM	1,541.95	422493	
ENTERGY	687.40	422515	
MID-COUNTY ALTERNATOR	65.00	422532	
MUNRO'S	36.90	422534	
MUSTANG CAT	200.94	422535	
PHILPOTT MOTORS, INC.	95.93	422543	
SMART'S TRUCK & TRAILER, INC.	128.93	422555	
BUMPER TO BUMPER	101.84	422604	
RURAL PIPE & SUPPLY CO	4,827.84	422616	
MARTIN PRODUCT SALES LLC	3,568.27	422617	
INTERSTATE ALL BATTERY CENTER - BMT	61.95	422629	
DE LAGE LANDEN PUBLIC FINANCE	90.00	422644	
MARTIN MARIEETA MATERIALS	423.28	422687	
REPUBLIC SERVICES	72.60	422689	
BOSCO INDUSTRIES	250.00	422699	
			12,225.06**
ROAD & BRIDGE PCT. # 3			
TURBO POWER SYSTEMS	830.00	422489	
APAC, INC. - TROTTI & THOMSOM	584.56	422493	
FARM & HOME SUPPLY	56.34	422508	
GULF COAST AUTOMOTIVE, INC.	15.79	422514	
ENTERGY	285.10	422515	
MUNRO'S	23.15	422534	
SMART'S TRUCK & TRAILER, INC.	200.66	422555	
W. JEFFERSON COUNTY M.W.D.	29.75	422567	
WINDSTREAM	47.22	422615	
MARTIN PRODUCT SALES LLC	16,534.02	422617	
DE LAGE LANDEN PUBLIC FINANCE	140.00	422644	
ON TIME TIRE	191.97	422655	
HAMSHIRE GULF	27.00	422677	
			18,965.56**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	3,374.32	422487	
APAC, INC. - TROTTI & THOMSOM	3,865.12	422493	
GOLD CREST ELECTRIC CO., INC.	1,773.00	422511	
ENTERGY	12.57	422515	
MUNRO'S	84.43	422534	
OFFICE DEPOT	148.99	422537	
OIL CITY TRACTORS, INC.	85.09	422539	
W. JEFFERSON COUNTY M.W.D.	88.67	422567	
UNITED STATES POSTAL SERVICE	2.00	422583	
SIERRA SPRING WATER CO. - BT	10.31	422585	
BEAUMONT FREIGHTLINER STERLING	30.09	422608	
GRIMCO, INC.	421.50	422609	
BELT SOURCE	183.76	422613	
MARTIN PRODUCT SALES LLC	1,374.25	422617	
DRAGO SUPPLY	13.08	422633	
DE LAGE LANDEN PUBLIC FINANCE	229.79	422644	
REPUBLIC SERVICES	72.60	422689	
			11,748.95**
ENGINEERING FUND			
DE LAGE LANDEN PUBLIC FINANCE	460.94	422644	
			460.94**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
A&A EQUIPMENT	2,598.00	422482	
ADAMS BACKHOE SERVICE	900.00	422484	
AUDILET TRACTOR SALES	113.15	422494	
JIFFY TROPHIES	19.00	422524	
KAY ELECTRONICS, INC.	231.00	422525	
M&D SUPPLY	404.34	422530	
AT&T	29.05	422557	
W. JEFFERSON COUNTY M.W.D.	52.26	422567	
DRAGO SUPPLY	716.61	422633	
RC SERVICE	60.89	422663	5,124.30**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	519.15	422537	
SOUTHEAST TEXAS WATER	271.00	422556	
AT&T	103.71	422557	
UNITED STATES POSTAL SERVICE	718.01	422583	
ROCHESTER ARMORED CAR CO INC	352.00	422637	
DE LAGE LANDEN PUBLIC FINANCE	370.00	422644	2,333.87*
COUNTY HUMAN RESOURCES			
CDW COMPUTER CENTERS, INC.	1,033.29	422574	
UNITED STATES POSTAL SERVICE	16.79	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	1,120.08*
AUDITOR'S OFFICE			
OFFICE DEPOT	353.17	422537	
SOUTHEAST TEXAS WATER	29.95	422556	
UNITED STATES POSTAL SERVICE	13.18	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	466.30*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	266.93	422583	
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	422644	1,319.75*
COUNTY JUDGE			
ANITA F. PROVO	500.00	422545	
TAC - TEXAS ASSN. OF COUNTIES	230.00	422559	
UNITED STATES POSTAL SERVICE	17.70	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
JAN GIROUARD & ASSOCIATES LLC	200.00	422692	1,017.70*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.20	422583	
COBRA RESOURCES, INC.	77.00	422587	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	148.20*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	187.23	422583	
DE LAGE LANDEN PUBLIC FINANCE	331.89	422644	519.12*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	38.45	422540	
CIT TECHNOLOGY FINANCING SERVICE	499.00	422624	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	422644	1,737.45*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	67.10	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	137.10*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	65.00	422523	

NAME	AMOUNT	CHECK NO.	TOTAL
OLMSTED-KIRK PAPER	1,755.00	422540	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	422563	
VERIZON WIRELESS	303.94	422580	
DYNAMEX INC	201.85	422672	
SPOK INC	3.00	422678	
HILL COUNTRY PEST CONTROL	17,717.62	422700	
			22,746.41*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	2,342.54	422574	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
PEERNET INC	531.05	422660	
SPOK INC	12.07	422678	
			2,955.66*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	258.23	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
			328.23*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	7.74	422583	
DE LAGE LANDEN PUBLIC FINANCE	271.65	422644	
			279.39*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	479.60	422523	
UNITED STATES POSTAL SERVICE	229.06	422583	
DE LAGE LANDEN PUBLIC FINANCE	480.00	422644	
			1,188.66*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	1,207.44	422523	
KIRKSEY'S SPRINT PRINTING	30.10	422527	
TRI-CITY COFFEE SERVICE	88.50	422564	
UNITED STATES POSTAL SERVICE	120.33	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
			1,516.37*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,375.00	422497	
DONALD W. DUESLER & ASSOC.	8,750.00	422505	
TRAVIS EVANS	900.00	422507	
EDWARD B. GRIPON, M.D., P.A.	1,785.00	422513	
MARSHA NORMAND	8,750.00	422536	
DE LAGE LANDEN PUBLIC FINANCE	441.64	422644	
JAMES R. MAKIN, P.C.	3,607.60	422645	
C. HADEN CRIBBS JR., PC	8,750.00	422651	
MATUSKA LAW FIRM	1,700.00	422675	
SAMUEL & SON LAW FIRM PLLC	900.00	422680	
			39,959.24*
58TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
			70.00*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	28.56	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
			98.56*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.80	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
			70.80*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
			70.00*
252ND DISTRICT COURT			
GAYLYN COOPER	3,025.00	422485	
DAVID W BARLOW	4,375.00	422497	

NAME	AMOUNT	CHECK NO.	TOTAL
RIFE KIMLER, LAW OFFICE OF	3,300.00	422526	
MIKE VAN ZANDT	8,750.00	422565	
CHARLES ROJAS	1,700.00	422575	
UNITED STATES POSTAL SERVICE	138.78	422583	
SUMMER TANNER	2,463.80	422619	
DUSTIN R. GALMOR	7,725.00	422639	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
JAMES R. MAKIN, P.C.	487.50	422645	
GERALD E. BOURQUE	8,390.30	422661	
M.K. HAMZA, PHD, P.A.	800.00	422662	
279TH DISTRICT COURT			41,225.38*
GAYLYN COOPER	325.00	422485	
UNITED STATES POSTAL SERVICE	.40	422583	
JONATHAN L. STOVALL	150.00	422640	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
THE DAWS LAW FIRM PLLC	75.00	422673	
317TH DISTRICT COURT			620.40*
UNITED STATES POSTAL SERVICE	.47	422583	
JUDY PAASCH	2,323.90	422605	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
JUSTICE COURT-PCT 1 PL 1			2,394.37*
UNITED STATES POSTAL SERVICE	36.71	422583	
DE LAGE LANDEN PUBLIC FINANCE	90.00	422644	
JUSTICE COURT-PCT 1 PL 2			126.71*
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
JUSTICE COURT-PCT 4			70.00*
DE LAGE LANDEN PUBLIC FINANCE	90.00	422644	
JUSTICE COURT-PCT 6			90.00*
UNITED STATES POSTAL SERVICE	36.02	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
JUSTICE OF PEACE PCT. 8			106.02*
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
COUNTY COURT AT LAW NO.1			70.00*
UNITED STATES POSTAL SERVICE	.47	422583	
DE LAGE LANDEN PUBLIC FINANCE	245.92	422644	
COUNTY COURT AT LAW NO. 2			246.39*
UNITED STATES POSTAL SERVICE	5.72	422583	
JOEL WEBB VAZQUEZ	1,000.00	422603	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
JANSON ELLIOTT BAILEY	750.00	422693	
ASHLEY CEDILLO	500.00	422695	
COUNTY COURT AT LAW NO. 3			2,325.72*
GAYLYN COOPER	250.00	422485	
OFFICE DEPOT	56.59	422537	
UNITED STATES POSTAL SERVICE	24.46	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
SAMUEL & SON LAW FIRM PLLC	300.00	422680	
COURT MASTER			701.05*
UNITED STATES POSTAL SERVICE	2.39	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
MEDIATION CENTER			72.39*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2.79	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
COMMUNITY SUPERVISION			72.79*
DE LAGE LANDEN PUBLIC FINANCE	280.00	422644	
SHERIFF'S DEPARTMENT			280.00*
FED EX	255.86	422509	
ENTERGY	844.48	422515	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,175.00	422521	
KAY ELECTRONICS, INC.	471.00	422525	
LOUIS' YAZOO SALES & SERVICE, LLC	303.95	422529	
OFFICE DEPOT	266.00	422537	
PINNACLE EMPLOYEE TESTING	225.00	422544	
SCANTRON CORPORATION	663.00	422551	
AT&T	63.86	422557	
TIME WARNER COMMUNICATIONS	602.55	422561	
BROWNELLS, INC.	641.62	422571	
UNITED STATES POSTAL SERVICE	1,276.51	422583	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	422589	
TEXAS CODE BLUE LLC	265.00	422602	
MIKE SMITH ENTERPRISES	1,475.00	422620	
DE LAGE LANDEN PUBLIC FINANCE	800.00	422644	
COBAN TECHNOLOGIES INC	6,150.00	422647	
RITA HURT	275.00	422650	
JOEL PICOU	300.00	422653	
REPUBLIC SERVICES	45.00	422689	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	180.00	422694	
CRIME LABORATORY			16,311.78*
SOUTHERN COMPUTER WAREHOUSE	206.59	422492	
SANITARY SUPPLY, INC.	121.08	422550	
SOUTHEAST TEXAS WATER	79.90	422556	
MEMLING ALTAMIRANO	15.00	422625	
CAYMAN CHEMICAL COMPANY	214.00	422631	
DE LAGE LANDEN PUBLIC FINANCE	90.00	422644	
TIFFANY AARDHAL	15.00	422646	
JULIE HANNON	15.00	422667	
BRANDY HENLEY	15.00	422676	
STEVE MAYES	15.00	422681	
ATTAINIT	219.52	422688	
JAIL - NO. 2			1,006.09*
JOHNSTONE SUPPLY	214.18	422488	
CERTIFIED LABORATORIES	379.56	422499	
W.W. GRAINGER, INC.	608.79	422512	
ENTERGY	42,033.26	422515	
HERNANDEZ OFFICE SUPPLY, INC.	138.94	422518	
LEGAL DIRECTORIES PUB. CO.	84.50	422528	
M&D SUPPLY	58.54	422530	
PETTY CASH - SHERIFF'S OFFICE	922.93	422542	
SHERWIN-WILLIAMS	450.90	422554	
WHOLESALE ELECTRIC SUPPLY CO.	110.00	422569	
CLASSEN BUCK SEMINAR INC	290.00	422572	
LOWE'S HOME CENTERS, INC.	4.00	422590	
ST. MARY PARISH SHERIFF'S OFFICE	45.50	422596	
TURBINE AIRCRAFT SERVICES	5,075.00	422600	
WORLD FUEL SERVICES	805.51	422630	
FIVE STAR CORRECTIONAL SERVICE	32,598.88	422635	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	422644	
INDUSTRIAL & COMMERCIAL MECHANICAL	575.00	422657	
CONSTELLATION NEWENERGY - GAS DIVIS	2,114.26	422664	
THOMSON REUTERS-WEST	3,701.25	422666	
KROPP HOLDINGS INC	1,384.59	422669	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	28.59	422674	
REPUBLIC SERVICES	1,690.00	422689	
INDUSTRIAL TRANSPORTATION WASTE LLC	360.00	422696	
NOVA SECURITY GROUP INC	1,100.00	422698	
JUVENILE PROBATION DEPT.			96,054.18*

NAME	AMOUNT	CHECK NO.	TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	36.00	422518	
G. FRAN HUDGINS	1,139.00	422519	
UNITED STATES POSTAL SERVICE	10.99	422583	
SHANNA CITIZEN	139.86	422592	
LATASHA DILL	136.62	422611	
LYNN BIERHALTER	118.80	422612	
SHARON STREETMAN	43.20	422614	
DE LAGE LANDEN PUBLIC FINANCE	140.00	422644	
SPOK INC	48.28	422678	
TANISHA GRIFFIN	369.09	422684	
JUVENILE DETENTION HOME			2,181.84*
ENTERGY	8,096.12	422515	
MOORE SERVICE CO., INC.	196.00	422533	
AT&T	685.23	422557	
OAK FARM DAIRY	675.84	422573	
FLOWERS FOODS	209.99	422599	
BEN E KEITH FOODS	2,512.10	422601	
VANSCHUCA SANDERS-CHEVIS	600.00	422621	
DE LAGE LANDEN PUBLIC FINANCE	229.79	422644	
REPUBLIC SERVICES	455.00	422689	
CONSTABLE PCT 1			13,660.07*
KIRKSEY'S SPRINT PRINTING	188.80	422527	
UNITED STATES POSTAL SERVICE	30.90	422583	
DE LAGE LANDEN PUBLIC FINANCE	323.13	422644	
CONSTABLE-PCT 4			542.83*
GT DISTRIBUTORS, INC.	375.03	422510	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
CONSTABLE-PCT 6			445.03*
UNITED STATES POSTAL SERVICE	10.23	422583	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	422685	
CONSTABLE PCT. 8			151.23*
OFFICE DEPOT	117.46	422537	
DE LAGE LANDEN PUBLIC FINANCE	322.93	422644	
COUNTY MORGUE			440.39*
BJ TRANSPORT SERVICE, INC.	9,000.00	422496	
AGRICULTURE EXTENSION SVC			9,000.00*
OFFICE DEPOT	46.99	422538	
DE LAGE LANDEN PUBLIC FINANCE	200.00	422644	
ALLEN HOMANN	65.88	422697	
HEALTH AND WELFARE NO. 1			312.87*
AMERICAN PUBLIC HEALTH ASSOCIATION	110.00	422491	
CLAYBAR FUNERAL HOME, INC.	3,999.00	422502	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	422504	
CASH ADVANCE ACCOUNT	154.31	422523	
MERCY FUNERAL HOME	4,500.00	422531	
AUSTIN CECIL WALKES MD PA	2,980.80	422566	
UNITED STATES POSTAL SERVICE	53.60	422583	
PROCTOR'S MORTUARY INC	1,500.00	422632	
DE LAGE LANDEN PUBLIC FINANCE	372.43	422644	
SPOK INC	22.88	422678	
HEALTH AND WELFARE NO. 2			15,193.02*
AMERICAN PUBLIC HEALTH ASSOCIATION	110.00	422491	
CASH ADVANCE ACCOUNT	154.31	422523	
OFFICE DEPOT	569.98	422537	

NAME	AMOUNT	CHECK NO.	TOTAL
AUSTIN CECIL WALKES MD PA	2,980.80	422566	
DE LAGE LANDEN PUBLIC FINANCE	140.00	422644	
SPOK INC	7.71	422678	
			3,962.80*
NURSE PRACTITIONER			
SIERRA SPRING WATER CO. - BT	29.92	422586	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
LESLIE LITTLE	2,457.77	422682	
			2,557.69*
ENVIRONMENTAL CONTROL			
DE LAGE LANDEN PUBLIC FINANCE	323.13	422644	
			323.13*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY MIDCOUNTRY	89.65	422649	
CARDINAL HEALTH 110 INC	15,901.51	422668	
			15,991.16*
MAINTENANCE-BEAUMONT			
COBURN'S, BEAUMONT BOWIE (1)	43.50	422503	
ECOLAB	209.95	422506	
ENTERGY	5,288.79	422515	
AT&T	1,003.50	422557	
AT&T GLOBAL SERVICES	2,763.00	422597	
CENTERPOINT ENERGY RESOURCES CORP	275.90	422606	
CUSTOM FLOORING - VIDOR	350.00	422618	
NEDERLAND FRAME SHOP	74.29	422634	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
EMERGENCY POWER SERVICE	3,292.64	422654	
REPUBLIC SERVICES	1,365.00	422689	
AT&T	4,512.81	422691	
			19,249.38*
MAINTENANCE-PORT ARTHUR			
LOWE'S HOME CENTERS, INC.	59.20	422590	
ACADIAN HARDWOODS, BEAUMONT	146.56	422591	
BAKER DISTRIBUTING COMPANY	92.31	422598	
PARKER LUMBER	254.82	422636	
DE LAGE LANDEN PUBLIC FINANCE	140.00	422644	
			692.89*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	311.52	422501	
ENTERGY	2,072.71	422515	
ACE IMAGEWEAR	58.23	422553	
AT&T	692.22	422557	
W. JEFFERSON COUNTY M.W.D.	47.40	422567	
BUBBA'S AIR CONDITIONING	75.00	422570	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
REPUBLIC SERVICES	109.00	422689	
			3,436.08*
SERVICE CENTER			
SPIDLE & SPIDLE	7,210.00	422487	
INTERSTATE BATTERIES OF BEAUMONT/PA	131.94	422520	
MUNRO'S	39.45	422534	
OFFICE DEPOT	68.38	422537	
PHILPOTT MOTORS, INC.	2,283.51	422543	
RALPH'S INDUSTRIAL ELECTRONICS	37.90	422548	
JEFFERSON CTY. TAX OFFICE	7.50	422576	
JEFFERSON CTY. TAX OFFICE	16.75	422577	
JEFFERSON CTY. TAX OFFICE	7.50	422578	
JEFFERSON CTY. TAX OFFICE	7.50	422579	
BUMPER TO BUMPER	190.97	422604	
ROBERT'S TEXACO XPRESS LUBE	133.00	422626	
LIBERTY TIRE RECYCLING LLC	103.95	422628	
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	
MIGHTY OF SOUTHEAST TEXAS	92.37	422648	
EASTEX PRESSURE WASHERS	264.00	422652	
SPANKY'S WRECKER SERVICE INC	150.00	422656	
DABNEY GARAGE DOORS	2,225.00	422658	

NAME	AMOUNT	CHECK NO.	TOTAL	
REPUBLIC SERVICES	72.60	422689	13,112.32*	
VETERANS SERVICE				
UNITED STATES POSTAL SERVICE	6.07	422583	360.33*	
HILARY GUEST	114.26	422595		
DE LAGE LANDEN PUBLIC FINANCE	240.00	422644		
			341,469.22**	
MOSQUITO CONTROL FUND				
HILO / O'REILLY AUTO PARTS	182.98	422483	1,262.52**	
SUPERIOR TIRE & SERVICE	18.95	422490		
CITY OF NEDERLAND	52.19	422501		
ENTERGY	544.06	422515		
M&D SUPPLY	30.38	422530		
MUNRO'S	75.70	422534		
OFFICE DEPOT	50.12	422537		
SETZER HARDWARE, INC.	134.94	422552		
AT&T	30.60	422557		
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644		
REPUBLIC SERVICES	72.60	422689		
LATERAL ROADS -PRECINCT 1				
MARTIN MARRIETTA AGG	907.98	422584		907.98**
BREATH ALCOHOL TESTING				
ALCOHOL TESTING ALLIANCE	370.00	422593		370.00**
FAMILY GROUP CONFERENCING				
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644		70.00**
J.C. FAMILY TREATMENT				
PATRICIA VELASCO	1,225.00	422690		1,225.00**
LAW LIBRARY FUND				
DE LAGE LANDEN PUBLIC FINANCE	70.00	422644	70.00**	
GRANT A STATE AID				
SPOK INC	19.78	422678	19.78**	
COMMUNITY SUPERVISION FND				
CASH ADVANCE ACCOUNT	1,420.48	422523	2,545.56**	
OFFICE DEPOT	798.49	422537		
TIME WARNER COMMUNICATIONS	84.60	422562		
UNITED STATES POSTAL SERVICE	104.99	422583		
JCCSC	137.00	422638		
JEFF. CO. WOMEN'S CENTER				
M&D SUPPLY	150.78	422530	5,557.16**	
OFFICE DEPOT	496.46	422537		
SYSCO FOOD SERVICES, INC.	1,366.86	422558		
TIME WARNER COMMUNICATIONS	32.74	422560		
VINCENT'S A/C	204.35	422581		
BEN E KEITH FOODS	2,198.04	422601		
CENTERPOINT ENERGY RESOURCES CORP	264.35	422606		
ROCHESTER ARMORED CAR CO INC	114.75	422637		
DE LAGE LANDEN PUBLIC FINANCE	140.00	422644		
SAM'S CLUB DIRECT	31.08	422659		
MATERA PAPER COMPANY INC	450.34	422665		
SPOK INC	16.41	422678		
REPUBLIC SERVICES	91.00	422689		
COMMUNITY CORRECTIONS PRG				

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	90.00	422644	90.00**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	422644	80.00**
JAG GRANTS			
SHI GOVERNMENT SOLUTIONS, INC.	241.00	422588	
PCM-G	948.96	422627	1,189.96**
LAW OFFICER TRAINING GRT			
TEXAS COMMISSION ON LAW ENFORCEMENT	375.00	422623	375.00**
COUNTY CLERK - RECORD MGT			
AT&T	111.92	422557	111.92**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,029.25	422523	1,029.25**
HOTEL OCCUPANCY TAX FUND			
A&A EQUIPMENT	2,598.00	422482	
CITY OF BEAUMONT - WATER DEPT.	103.09	422500	
M&D SUPPLY	20.88	422530	
MUNRO'S	79.00	422534	
DE LAGE LANDEN PUBLIC FINANCE	315.00	422644	
MATERA PAPER COMPANY INC	88.74	422665	
REPUBLIC SERVICES	72.60	422689	3,277.31**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	422644	140.00**
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	422671	10,500.00**
AIRPORT FUND			
CITY OF NEDERLAND	447.46	422501	
ENERGY	10,479.88	422517	
UNITED STATES POSTAL SERVICE	2.00	422583	
DE LAGE LANDEN PUBLIC FINANCE	140.00	422644	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	422670	
EASTERN AVIATION FUELS INC	28,550.31	422679	
REPUBLIC SERVICES	217.80	422689	44,177.67**
SE TX EMP. BENEFIT POOL			
HOLMES MURPHY	13,750.00	422610	13,750.00**
SETEC FUND			
REPUBLIC SERVICES	434.00	422689	434.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	24,948.74	422607	24,948.74**
SHERIFF'S FORFEITURE FUND			
AVIALL	152.04	422495	
AERO PRODUCTS	307.31	422594	459.35**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	30.42	422522	
TODD RICHARDS	140.00	422546	
RITTER @ HOME	393.27	422547	

NAME	AMOUNT	CHECK NO.	TOTAL
WHEELER TRUCK BODY EQUIPMENT	1,551.00	422568	
SIERRA SPRING WATER CO. - BT	84.47	422585	
APPLIED SECURITY TECHNOLOGIES INC	105.00	422683	2,304.16**
ASAP - CONSTABLE PCT 8			
TEXAS CODE BLUE LLC	296.00	422602	296.00**
2015 PORT SECURITY GRANT			
THE DINGO GROUP-PETE JORGENSON MARI	245,982.00	422622	245,982.00**
			754,244.96***



- 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 11th day of July, 2016.



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**JUDGE JEFF R. BRANICK**  
County Judge



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**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1



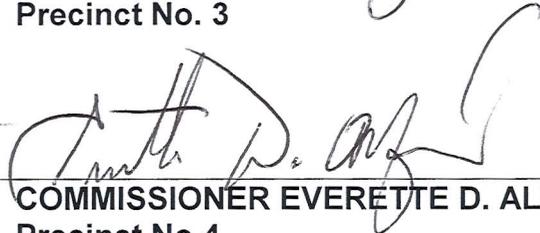
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**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3



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



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

**JEFFERSON COUNTY, TEXAS**

**W. VERIS SURVEY, A-382 & R. A. GREER SURVEY, A-666  
EXHIBIT "A"**

**METES & BOUNDS DESCRIPTION** OF A 410.06 ACRES OF LAND OUT OF THE W. VERIS SURVEY, ABSTRACT NO. 382 AND THE R. A. GREER SURVEY, ABSTRACT NO. 666, SAID 410.06 ACRE TRACT OF LAND BEING OUT OF THE REMAINDER OF A CALLED 1,116.39 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED FILED UNDER DOCUMENT NUMBER 2010015746, IN THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "AUDUBON FIELD SOLUTIONS" FOUND AT THE NORTHEASTERLY CORNER OF SAID 1,116.39 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF THE UNION PACIFIC RAILROAD, 100 FOOT WIDE RIGHT-OF-WAY, DESCRIBED IN A DEED RECORDED UNDER VOLUME Y, PAGE 459 IN THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS;

**THENCE**, SOUTH 30°54'08" EAST, ALONG SAID SOUTHWEST LINE, A DISTANCE OF 2,097.07 FEET TO A SET 5/8-INCH IRON ROD WITH A CAP STAMPED "AUDUBON FIELD SOLUTIONS";

**THENCE**, SOUTH 59°27'39" WEST, A DISTANCE OF 1,675.89 FEET TO A SET 5/8-INCH IRON ROD WITH A CAP STAMPED "AUDUBON FIELD SOLUTIONS";

**THENCE**, SOUTH 36°46'49" WEST, A DISTANCE OF 365.88 FEET TO A SET 5/8-INCH IRON ROD WITH A CAP STAMPED "AUDUBON FIELD SOLUTIONS", SAID ROD BEING THE **POINT OF BEGINNING**;

**THENCE**, SOUTH 36°46'49" WEST, PASSING A 5/8-INCH IRON ROD WITH A CAP STAMPED "AUDUBON FIELD SOLUTIONS" SET FOR REFERENCE, AT 5,791.95 FEET, CONTINUING FOR A TOTAL DISTANCE OF 6,191.95 FEET TO A POINT IN THE EAST BANK OF TAYLOR BAYOU;

**THENCE**, ALONG THE EAST BANK OF TAYLOR BAYOU THE FOLLOWING TWENTY TWO (22) COURSES AND DISTANCES:

- THENCE**, NORTH 38°01'28" WEST, 229.44 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 29°27'13" WEST, 425.84 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 15°26'45" WEST, 338.71 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 11°04'15" WEST, 341.75 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 05°50'19" WEST, 471.10 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 12°00'37" WEST, 249.34 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 19°47'50" WEST, 118.87 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 19°25'09" WEST, 172.10 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 35°29'19" WEST, 313.96 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 38°03'25" WEST, 348.84 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 12°31'57" WEST, 120.90 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 00°45'54" EAST, 157.77 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 14°11'06" EAST, 281.65 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 28°59'20" EAST, 581.94 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 43°40'09" EAST, 389.28 FEET TO A POINT FOR CORNER;
- THENCE**, NORTH 25°34'10" EAST, 336.10 FEET TO A POINT FOR CORNER;



*Leonard C. Dawkin* 6/23/16  
LEONARD C. DAWKIN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5339

PREPARED BY:



AUDUBON FIELD SOLUTIONS  
10205 WESTHEIMER ROAD, SUITE 100  
HOUSTON, TX 77042  
281-669-0590

SURVEYED JUNE, 2016

NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD 83 (2011).
2. ALL DISTANCES ARE REPRESENTED IN GRID VALUES AND MAY BE CONVERTED TO SURFACE COORDINATES BY DIVIDING BY THE SCALE FACTOR OF 0.999909170.

						ZEOGAS, LLC		410.06 ACRE TRACT GOLDEN TRIANGLE PROPERTIES, L.L.C.	
						PLAT			
0	06/23/16	JNB	ISSUED	LCD	06/23/16	APPROVED BY:	DRAWING SIZE:	DRAWING NO:	SCALE: N/A
REVISIONS								013742001_PLAT	1 OF 2

**JEFFERSON COUNTY, TEXAS**

**W. VERIS SURVEY, A-382 & R. A. GREER SURVEY, A-666  
EXHIBIT "A"**

- THENCE, NORTH 08°04'18" EAST, 220.43 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 14°38'27" WEST, 273.01 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 27°28'52" WEST, 465.47 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 28°46'07" WEST, 417.87 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 04°24'59" WEST, 125.93 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 52°02'04" WEST, 67.84 FEET TO A POINT FOR CORNER;

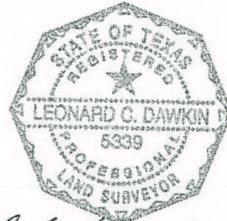
THENCE, LEAVING THE EASTERLY BANK OF TAYLOR BAYOU AND ALONG THE SOUTHERLY BANK OF TIGER BAYOU, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- THENCE, NORTH 54°32'19" EAST, A DISTANCE OF 251.59 FEET TO A FOUND RAILROAD SPIKE;
- THENCE, NORTH 51°22'46" EAST, A DISTANCE OF 242.24 FEET TO FOUND 5/8-INCH IRON ROD;
- THENCE, NORTH 24°29'15" EAST, A DISTANCE OF 395.58 FEET TO FOUND 1/2-INCH IRON ROD WITH A CAP STAMPED "CLR";
- THENCE, NORTH 52°35'29" EAST, A DISTANCE OF 603.09 FEET TO FOUND 5/8-INCH IRON ROD;
- THENCE, NORTH 68°18'14" EAST, A DISTANCE OF 273.18 FEET TO FOUND 1/2-INCH IRON ROD WITH A CAP STAMPED "CLR";
- THENCE, NORTH 78°40'38" EAST, A DISTANCE OF 196.70 FEET TO FOUND 5/8-INCH IRON ROD;
- THENCE, SOUTH 80°02'04" EAST, A DISTANCE OF 151.48 FEET TO FOUND 5/8-INCH IRON ROD;
- THENCE, NORTH 82°58'48" EAST, A DISTANCE OF 262.82 FEET TO SET 5/8-INCH IRON ROD WITH A CAP STAMPED "AUDUBON FIELD SOLUTIONS";

THENCE, LEAVING THE SOUTHERLY BANK OF TIGER BAYOU, SOUTH 53°13'11" EAST, A DISTANCE OF 3,359.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 410.06 ACRES OF LAND (17,862,258 SQ. FT.), MORE OR LESS.

THE TRACT OF LAND, THAT IS BETWEEN THE EAST LINE OF TRACT NO. 145 OF THE JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7, AS DESCRIBED IN A DEED RECORDED UNDER VOLUME 1525, PAGE 50 IN THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS AND THE WEST LINE OF AFOREMENTIONED 1116.39 ACRE TRACT OF LAND, CONTAINS 84.19 ACRES OF LAND (3,667,302 SQ. FT.) MORE OR LESS. LEAVING A NET ACREAGE OF 325.87 ACRES OF LAND (14,194,956 SQ. FT.) MORE OR LESS.

A SURVEY PLAT ACCOMPANIES THESE METES AND BOUNDS DESCRIPTION AND CAN BE OBTAINED IN THE OFFICES OF AUDUBON FIELD SOLUTIONS, LLC.



*Leonard C. Dawkin* 6/23/16  
LEONARD C. DAWKIN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5339

NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD 83 (2011).
2. ALL DISTANCES ARE REPRESENTED IN GRID VALUES AND MAY BE CONVERTED TO SURFACE COORDINATES BY DIVIDING BY THE SCALE FACTOR OF 0.999909170



AUDUBON FIELD SOLUTIONS  
10205 WESTHEIMER ROAD, SUITE 100  
HOUSTON, TX 77042  
281-669-0590

SURVEYED JUNE, 2016

						ZEOGAS, LLC		410.06 ACRE TRACT GOLDEN TRIANGLE PROPERTIES, L.L.C.	
						PLAT			
0	06/23/16	JNB	ISSUED	LCD	06/23/16	APPROVED BY:		DRAWING NO:	SCALE: N/A
DATE		BY	DESCRIPTION	RPLS	DATE	DRAWING SIZE:		013742001_PLAT	2 OF 2
REVISIONS									

**AGENDA ITEM****July 11, 2016**

Consider and possibly approve an Order to renew the Pandora Methanol LLC Reinvestment Zone pursuant to Sec.312.203 of the Texas Tax Code.



- Section 5. The Commissioners Court finds that the improvements made in the property will continue to benefit the Zone.
- Section 6. The Commissioners Court finds that renewal 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 11th day of July, 2016.

  
\_\_\_\_\_  
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



# 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 11th day of July, 2016, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

## RESOLUTION IN SUPPORT OF THE U.S. HIGHWAY 96 EXPANSION COALITION

**WHEREAS**, U.S. Highway 96 is designated as a primary evacuation corridor by the State of Texas for the Southeast Texas and Deep East Texas regions, and as a main artery for logistical transport vehicles carrying much-needed food, water, ice, medical supplies and fuel to affected areas and communities after a hurricane makes landfall ; and

**WHEREAS**, Hurricane Rita made landfall in Southeast Texas in September, 2005, and Hurricane Ike made landfall in Southeast Texas in September, 2008, both forcing a massive evacuation of citizens in Southwest Louisiana and Southeast Texas, whereby untold thousands of citizens from Jefferson, Orange, Hardin, Jasper, Galveston, Chambers, Harris, Liberty, Tyler and Newton Counties utilized this corridor through Sabine, San Augustine and Shelby Counties to evacuate to escape the wrath of Hurricanes Rita and Ike; and

**WHEREAS**, a bottleneck north of Recreational Road 255 in Jasper County, where the four-lane divided portion of U.S. Highway 96 becomes a two-lane highway running north through Sabine, San Augustine and into Shelby County, created congestion that hindered and, in several cases prevented, the safe evacuation of citizens, including those identified as Special Needs individuals aboard buses and other forms of transport; and

**WHEREAS**, the completion of a four-lane divided highway on U.S. Highway 96 from Beaumont, Texas to Tenaha, Texas will greatly improve the ability of state and local authorities to safely evacuate citizens and route essential supplies to emergency service workers in the event of future disasters; and

**WHEREAS**, the Port of Beaumont in Jefferson County is home to the U.S. Surface Deployment and Distribution Command's 842nd Transportation Battalion, and is recognized as the busiest military port in the world, making the expansion of U.S. Highway 96 crucial to the military mission at the Port of Beaumont due to its current connectivity to Fort Polk in Louisiana, and its future connectivity to the Interstate 14 Gulf Coast Strategic Highway in Jasper County, as well as to Interstate 69 in Shelby County, linking the Port of Beaumont directly to military bases throughout the United States; and

**WHEREAS**, the completion of a four-lane divided highway on U.S. Highway 96 from Beaumont, Texas to Tenaha, Texas will further improve the economic development in the entire East Texas region, providing greater north-south connectivity from the ports in Jefferson and Orange Counties to the rest of the United States, promoting future growth and benefiting the citizens of the State of Texas for many generations to come.

**NOW BE IT RESOLVED**, that the Commissioners Court of Jefferson County, Texas joins, endorses and supports the efforts made by the U.S. Highway 96 Coalition to promote awareness of the tremendous need to complete construction of a four-lane divided highway from Beaumont, Texas to Tenaha, Texas, and realizes the benefits in evacuation safety, military deployment and economic development that a four-lane divided highway would provide not only to Jasper County's population, but to the entire population in the Southeast Texas and Deep East Texas regions.

SIGNED this 11th day of July, 2016.

*Jeff R. Branick*

JUDGE JEFF R. BRANICK  
County Judge

*Eddie Arnold*

COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

*Michael S. Sinegal*

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

*Brent A. Weaver*

COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

*Everette D. Alfred*

COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





# 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 11th day of July, 2016, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

## HYPERBARIC OXYGEN TREATMENT

**WHEREAS**, the "SIGNATURE WOUNDS" of Iraq and Afghanistan are Traumatic Brain Injury (TBI) and Post Traumatic Stress Disorder (PTSD) and are significant health issues for **Texas Veterans** returning from service in Iraq and Afghanistan (Operation Enduring Freedom –OEF), Operation Iraqi Freedom- OIF) and Operation New Dawn – OND); and

**WHEREAS**, the effects of these conditions are usually long lasting and often life threatening, (frequently suicide), and currently there are no definitive medical treatments for TBI and the treatments being provided are only palliative drugs and/or counseling; and

**WHEREAS**, several, well documented, more curative therapies are available, including Hyperbaric Oxygen Therapy (HBOT), that offer additional, alternative, curative ways to restore affected Veterans lives and minds; and

**WHEREAS**, numerous studies have demonstrated that the untreated, lingering effects of these injuries adversely impact the returned Veterans' lives, resulting frequently in destroyed families, drug and alcohol use, unemployment, mental illness, incarceration and homelessness; and

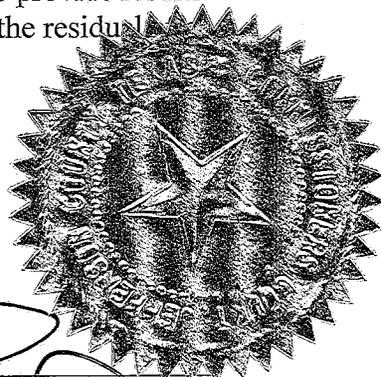
**WHEREAS**, the results show up on society and communities as increased unemployment rates, public health care treatment costs, mental illness costs, alcohol and drug treatment costs, family breakups and disrupted lives; and

**WHEREAS**, neither the, VA, Military Medicine nor Medicare, will reimburse Medical Practitioners for their efforts to help these Veterans.

**THEREFORE, BE IT RESOLVED**, that the Commissioners Court of Jefferson County, Texas does hereby urge the Texas State Government to provide appropriate funding and focus to provide results-oriented, evidence-based, proven treatment for returning Texas Veterans that suffer the residual effects of TBI and PTSD.

Signed this 11th of July, 2016

JUDGE 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



# 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 11th day of July, 2016, on motion made by Everette D Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

**WHEREAS**, Floyd Frank was born on the 12th day of July, 1918, in Nome, Texas; and

**WHEREAS**, Floyd Frank, was raised in Beaumont, Texas on the McFaddin Ranch where his father, Cosid Frank, worked as a manager; and

**WHEREAS**, Floyd Frank, worked as a ranch hand, handled livestock, trained horses, went on cattle drives, made and repaired saddles, whips, ropes, and bridals for horses; and

**WHEREAS**, in the 1930s, Floyd Frank, worked with his father and uncle promoting rodeos in Jefferson County at the Old Felicia Rice Dryer land on Highway 90 in Nome, Texas; and

**WHEREAS**, in 1954, Floyd Frank, purchased land in Cheek, Texas, built a summer home and rodeo arena named, "Floyd Frank's Arena."

**NOW THEREFORE, BE IT RESOLVED**, that the Commissioner's Court of Jefferson County, Texas extends a Southeast Texas "Congratulations" to Floyd Frank, for his Induction into the National Multicultural Western Heritage Museum Hall of Fame on Saturday, July 23, 2016, in Fort Worth, Texas.

SIGNED this 11th day of July, 2016.

\_\_\_\_\_  
JUDGE 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



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

**Tim Funchess**  
**County Treasurer**  
**1149 Pearl Street – Basement**  
**Beaumont, Texas 77701**

**Office (409) 835-8509**  
**Fax (409) 839-2347**  
**E-Mail**  
[tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

July 6, 2016

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

Gentlemen:

Enclosed is the Investment Schedule as of June 30, 2016, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.532%. The interest rate on funds invested in an investment account at Wells Fargo is currently .10%.

The 90 day Treasury interest rate on June 30, 2016 was 0.261% and the interest on your checking accounts for the month of June was .10%

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

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

This should be on the agenda July 11, 2016, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO  
 Enclosure

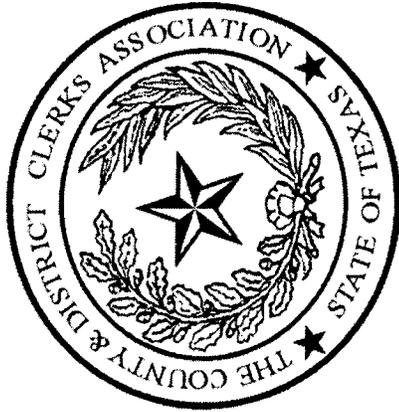
Agenda should read:

Receive and File Investment Schedule for June, 2016,  
 including the year to date total earnings on County funds.

## JEFFERSON COUNTY MONTH END JUNE 30, 2016 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
<b>POOLED CASH ACCOUNT</b>	01-Jun-16		\$7,724.85		100	0.100%	30-Jun-16	NONE	30	7580310386	WELLS FARGO	\$7,724.85				\$7,724.85
<b>CDs and Securities</b>																
FNMA 1.375% (NEW)	21-Jun-16	\$2,000,000.00	\$2,000,000.00		100	1.375%	21-Jun-19	28-Mar-16	1096	3136G3RD9	WELLS SECURITIES	\$2,005,140.00	\$100.26	\$763.89	\$0.00	\$2,005,903.89
FNMA 1.40% (NEW)	21-Jun-16	\$2,000,000.00	\$2,000,000.00		100	1.400%	21-Jun-19	23-May-16	1095	3136G3RM9	NATIONAL ALLIANCE	\$2,002,580.00	\$100.13	\$777.78	\$0.00	\$2,003,357.78
FNMA 1.35%	23-May-16	\$2,000,000.00	\$2,000,000.00		100	1.350%	23-May-19	23-Nov-16	1057	3136G3LR4	NATIONAL ALLIANCE	\$2,001,460.00	\$100.07	\$2,850.00	\$0.00	\$2,004,310.00
FNMA 2.00%	29-Jan-16	\$2,000,000.00	\$2,014,460.00		100	2.000%	29-Jan-19	29-Jul-16	943	3136G2WU7	COASTAL SECURITIES	\$2,002,480.00	\$100.12	\$16,888.89	\$0.00	\$2,019,368.89
ICD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00		100	1.350%	12-Feb-19	None	957	05580ADT8	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,284.16	\$0.00	\$249,284.16
ICD-Discover BK 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87		100	1.600%	13-Nov-18	None	866	254672WL8	WELLS SECURITIES	\$248,000.00	\$100.00	\$543.56	\$1,978.56	\$248,543.56
ICD-Ally Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87		100	1.600%	13-Nov-18	None	866	02006LVQ3	WELLS SECURITIES	\$248,000.00	\$100.00	\$543.56	\$1,978.56	\$248,543.56
ICD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21		100	1.650%	13-Nov-18	None	866	38148JZ53	WELLS SECURITIES	\$248,000.00	\$100.00	\$560.55	\$2,040.39	\$248,560.55
* (Investment CDs)														\$24,212.39		
<b>INVESTMENT ACCT</b>		<b>TOTAL PAR</b>	<b>\$7,724.85</b>									<b>\$7,724.85</b>				<b>TOTAL BOOK VALUE</b>
<b>CDs and Securities</b>			\$8,992,000.00		1.532%	0.692%			1025		DAYS	\$9,003,660.00				
<b>TOTALS ALL ACCTS:</b>			<b>\$8,999,724.85</b>	<b>\$9,014,217.80</b>								<b>\$9,011,384.85</b>				<b>\$9,035,597.24</b>
<b>PLEDGE COLLATERAL REPORT WELLS FARGO</b>																
<b>ALL COUNTY FUNDS</b>																
<b>AS OF JUNE 30, 2016</b>																
<b>COMPLIANCE STATEMENT</b>																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act																
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
<i>Tom Finckhase</i>																
Tom Finckhase, Jefferson County Investment Officer																
<b>MARKET VALUE OF PLEDGE SECURITIES</b>																
<b>BALANCE IN ALL ACCOUNTS: \$121,134,192.63</b>																
<b>OVER OR (UNDER) AMOUNT: \$99,546,468.26</b>																
<b>\$21,587,724.37</b>																
<b>121.69%</b>																
<b>JUNE, 2016, JEFFERSON COUNTY INVESTMENT MATURITIES</b>																
<b>MATURED SECURITIES AND INTEREST EARNED</b>																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	Called				
<b>POOLED CASH ACCOUNT</b>																
INVESTMENT ACCT	01-Jun-16	\$7,724.85	\$7,724.85		0.100%	30-Jun-16		30	7580310386	WELLS FARGO	\$0.56	CALLED				
FHLB 1.45%	28-Dec-15	\$3,000,000.00	\$3,000,000.00		1.450%	28-Dec-18	28-Jun-16	1096	3130A6U70	NATIONAL ALLIANCE	\$21,750.00	CALLED				
FHLMC 1.40%	29-Mar-16	\$4,000,000.00	\$4,000,000.00		1.400%	29-Mar-19	29-Jun-16	1095	3134G8NS4	NATIONAL ALLIANCE	\$14,000.00	CALLED				
<b>CHECKING INTEREST</b>												\$35,750.56				
<b>POOLED CASH ACCT</b>																
<b>OTHER COUNTY ACCTS</b>																
TAX LICENSE ACCT					0.100%					WELLS FARGO	\$5,687.34					
					0.100%					WELLS FARGO	\$260.60					
					0.150%					WELLS FARGO	\$103.19					
<b>TOTAL</b>		<b>\$7,007,724.85</b>	<b>\$7,007,724.85</b>								<b>\$41,801.69</b>	<b>\$41,801.69</b>				

<b>FISCAL YEAR 2015-2016</b>			
<b>YIELD TO MATURITY AND INTEREST EARNINGS</b>			
<b>MONTH</b>	<b>90 DAY T. BILL YIELD</b>	<b>INVESTMENT INTEREST EARNED</b>	<b>CHECKING ACCOUNT YIELD</b>
OCTOBER	0.084%	\$34,161.39	0.261%
NOVEMBER	0.190%	\$31,363.78	0.284%
DECEMBER	0.168%	\$22,437.18	0.320%
JANUARY	0.354%	\$34,256.33	0.498%
FEBRUARY	0.346%	\$45,241.64	0.150%
MARCH	0.224%	\$33,796.62	0.150%
APRIL	0.230%	\$30,228.42	0.150%
MAY	0.323%	\$40,643.63	0.150%
JUNE	0.261%	\$41,801.69	0.100%
JULY			
AUGUST			
SEPTEMBER			
<b>ANNUAL TOTALS</b>		<b>\$ 313,930.68</b>	



**COUNTY & DISTRICT CLERKS'  
ASSOCIATION OF TEXAS**

Certificate of Completion Awarded to

**Jamie Smith**  
Jefferson, District Clerk

*For completing the required 20 Hours of Continuing Education for 2015 as  
prescribed in Section 51.605 of the Texas Government Code.*

*In Witness therefore, recognition is hereby made this January 2016.*

*Heather H. Hawthorne*

Heather H. Hawthorne, President

*Celeste Bichsel*

Celeste Bichsel, Vice President

Permit No. 05-16Precinct No. 4

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/Common Carrier Pipeline Within  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

Date 6/8/2016

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Faust Engineering and Surveying, Inc. (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of sanitary sewer along Smith Road, location of which is fully described as follows: Beginning at Brooks Road and continuing along and with Smith Road. Project is inside the City of Beaumont ETJ.

1 pages of drawings attached. (See Master Set for Specific Details)

Construction will begin on or after July 1st, 2016.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 7/28/11, and all subsequent revisions thereof to date.

Company Faust Engineering and Surveying, Inc.By Richard F. FaustTitle PresidentAddress 2525 Calder St.Beaumont, Texas 77702Telephone (409) 813-3410Fax No. (409) 813-3484For the City of Beaumont  
ETJWest Jefferson County  
Municipal Water District

Daniel Hidalgo

7824 Glenbrook Dr.

Beaumont, Tx 77705

409-794-2338

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

<u>0</u> road crossing @ \$100.00	\$	<u>0</u>	
<u>2.53</u> miles parallel @ \$150.00/mile or fraction	\$	<u>379.50</u>	
TOTAL	\$	<u>379.50</u>	City of Beaumont

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

### ENGINEERING ACTION FORM

The minimum standard bond required is \$ 126,500



Director of Engineering

6/20/16

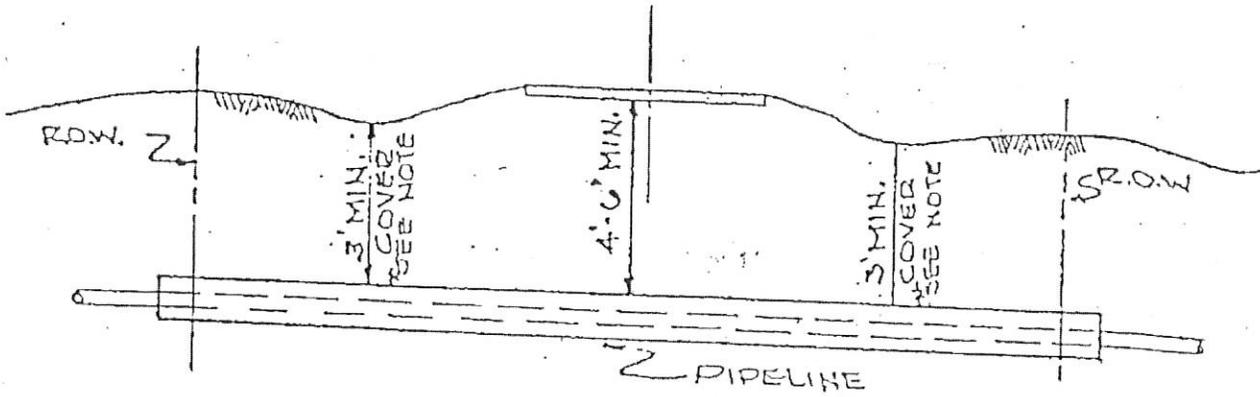
Date

### COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 126,500 . Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

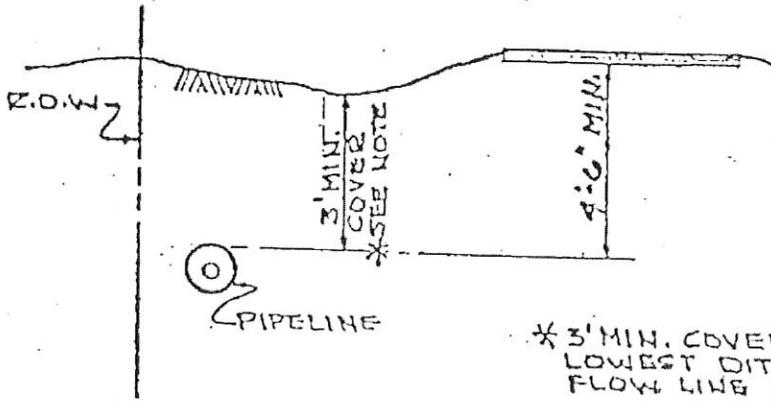
By   
County Judge



\* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0\"/>

# 1. STANDARD PIPELINE CROSSING



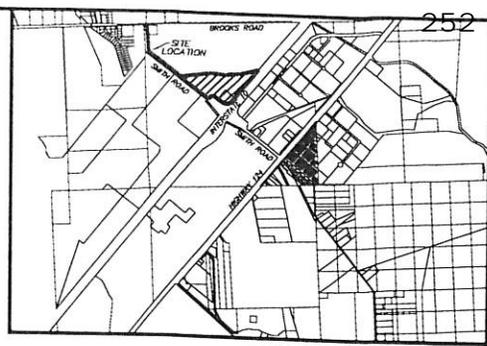
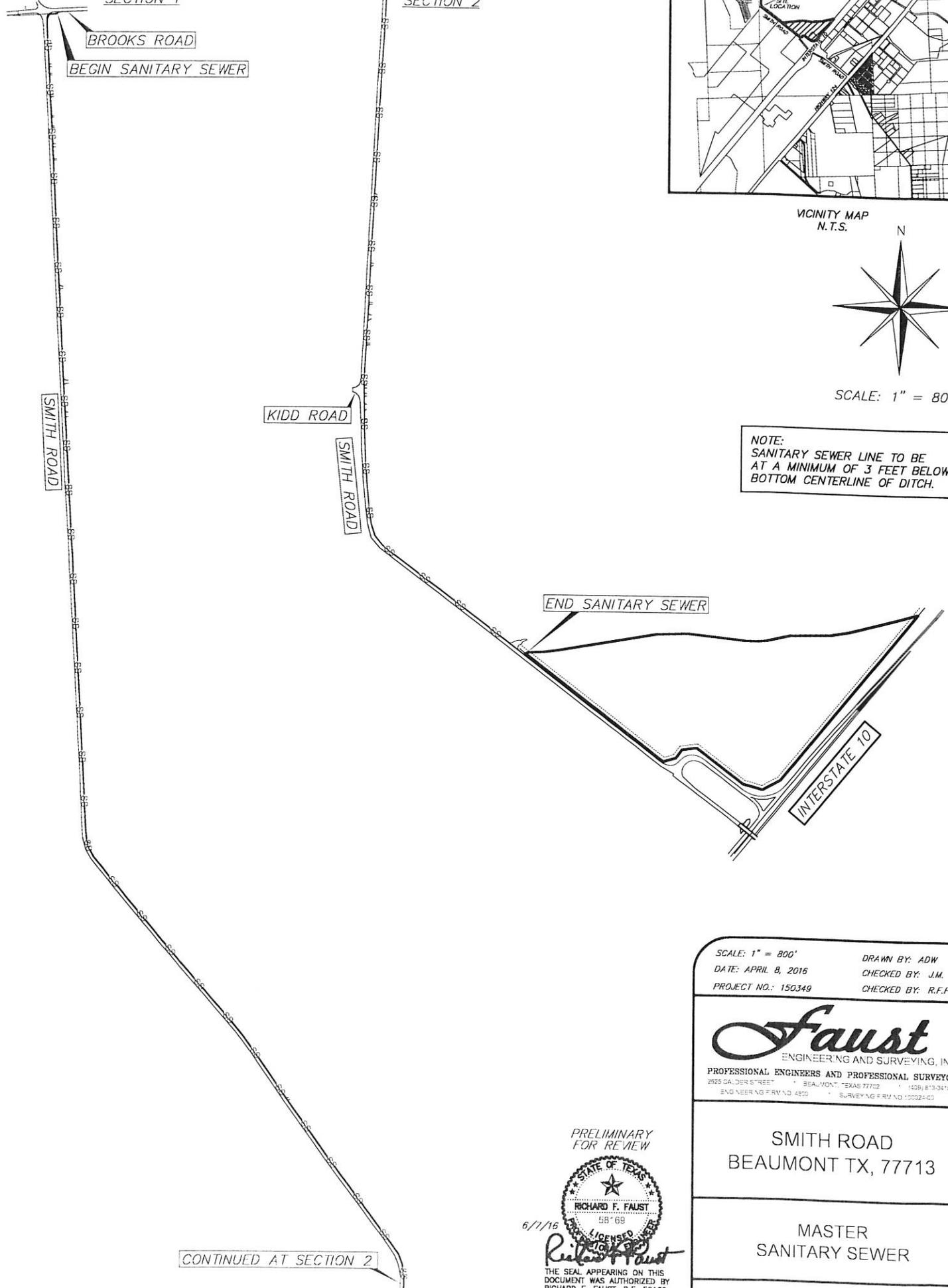
\* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

# 2. STANDARD PARALLEL LINE

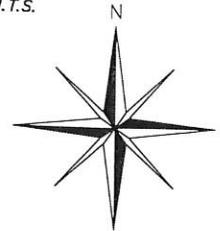
JEFFERSON COUNTY ENGINEERING DEPARTMENT.
PIPELINE DETAILS (STD.)
12-7-79   NO SCALE

SECTION 1

SECTION 2



VICINITY MAP  
N.T.S.



SCALE: 1" = 800'

NOTE:  
 SANITARY SEWER LINE TO BE  
 AT A MINIMUM OF 3 FEET BELOW  
 BOTTOM CENTERLINE OF DITCH.

CONTINUED AT SECTION 2

SCALE: 1" = 800'  
 DATE: APRIL 8, 2016  
 PROJECT NO.: 150349

DRAWN BY: ADW  
 CHECKED BY: J.M.  
 CHECKED BY: R.F.F.

**Faust**  
 ENGINEERING AND SURVEYING, INC.  
 PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
 2925 CALDER STREET • BEAUMONT, TEXAS 77702 • (409) 813-3410  
 ENGINEERING FIRM NO. 4829 • SURVEYING FIRM NO. 100225-03

SMITH ROAD  
BEAUMONT TX, 77713

MASTER  
SANITARY SEWER

SHEET 1 OF 1

PRELIMINARY  
FOR REVIEW



6/7/16  
 THE SEAL APPEARING ON THIS  
 DOCUMENT WAS AUTHORIZED BY  
 RICHARD F. FAUST, P.E. 58169,  
 FIRM REGISTRATION NO. F-4800

# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

### Who Must Apply

Any person, company corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

### Application

The applicant must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

### Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
  1. It is a common carrier; and,
  2. It serves a public purpose; and,
  3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (9409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

### Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

### Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

## GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utilities is necessitated by the improvement of a county road, such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

### Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the applicant has failed to comply with the directions of Commissioners' Court, or the County Engineer or his representatives, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

## SPECIFICATIONS

### General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representative find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Notice" until such time as said defects are corrected.

### Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or required relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determine by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
  1. Dirt, Shell or Gravel Surface The original surface shall e replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
  2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
  3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must e accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the applicant shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

#### Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

#### Inspection Notice

The applicant will notify County Engineer, at (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

#### Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

#### Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

#### Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

#### Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

### **ROUTE MAP**

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Rev. 2003

Rev. 2003

Permit No. 03-P-16

Precinct No. 2

BAND # 022053813

APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)

Date July 1, 2016

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Chevron Phillips Chemical Company LP (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of Ethane-Feedstock & a pipeline for LPG- Feedstock the location of which is fully described as follows:  
Starting form the Chevron Phillips Company LP Cedar Bayou plant located N. of IH-10 & E. of Sjolander Rd., Harris County, TX. Routing east along the N. side of IH-10 to a point N. of Fannett, TX where the lines turn SE crossing IH-10 and Hwy. 124 terminating at the Valero Fannett Storage Terminal. The Ethane-Feedstock line-ID# TXL-0647-18.00" O.D. & the LPG-Feedstock line-ID#TXL-0649-12.750" O.D.

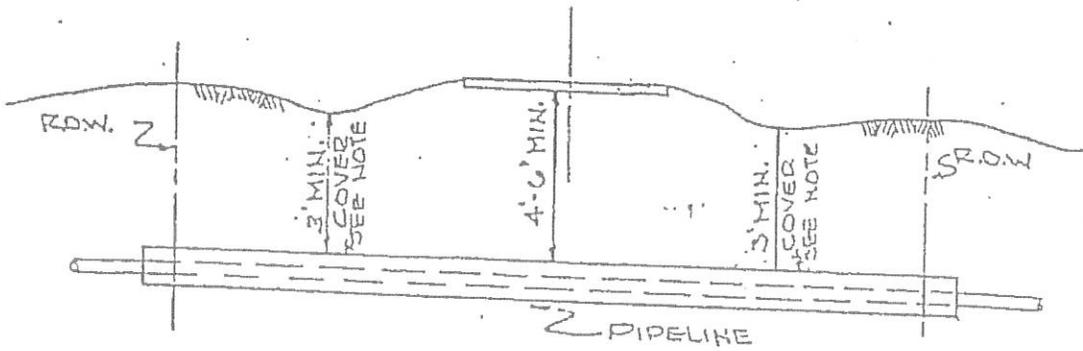
6 pages of drawings attached. (3 each per pipeline per road crossing)  
Construction will begin on or after July 5, 2016.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on July 27, 2011, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:  
Crossing Wilber Road with two pipelines.

<u>2</u> road crossing @ \$100.00	\$ <u>200.00</u>
<u>        </u> miles parallel @ \$150.00/mile or fraction	\$ <u>        </u>
TOTAL	\$ <u>200.00</u>

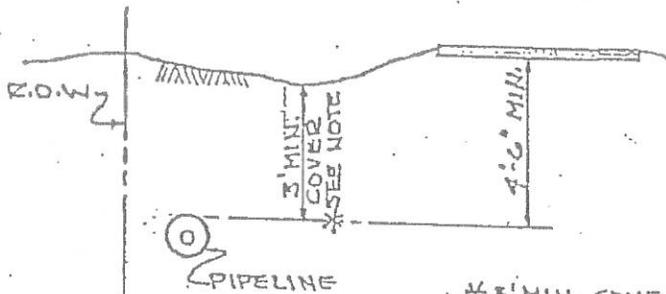
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work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



4' 3" MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

NOTE: CASING TO EXTEND  
1'-0" OUTSIDE R.O.W. EACH  
SIDE OF ROAD.

# 1. STANDARD PIPELINE CROSSING



\* 5' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

# 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT. PIPELINE DETAILS (STD.)
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### ENGINEERING ACTION FORM

The minimum standard bond required is \$ 5,000.00 —

Samuel M. Rao  
Director of Engineering

07/11/16  
Date

---

### COMMISSIONERS COURT ORDER

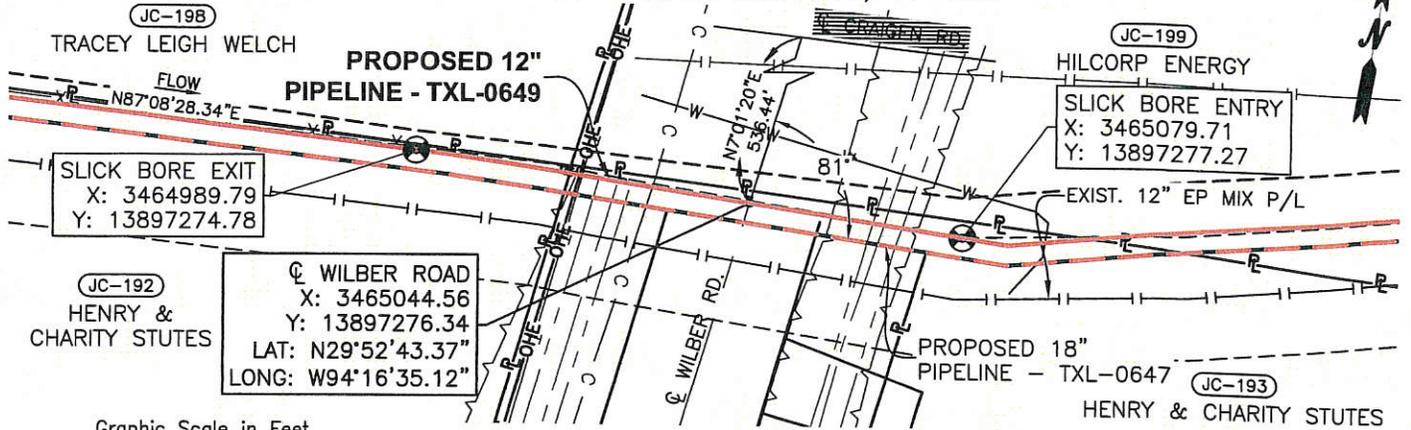
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 5,000.00 . Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By   
County Judge

# JEFFERSON COUNTY, TEXAS

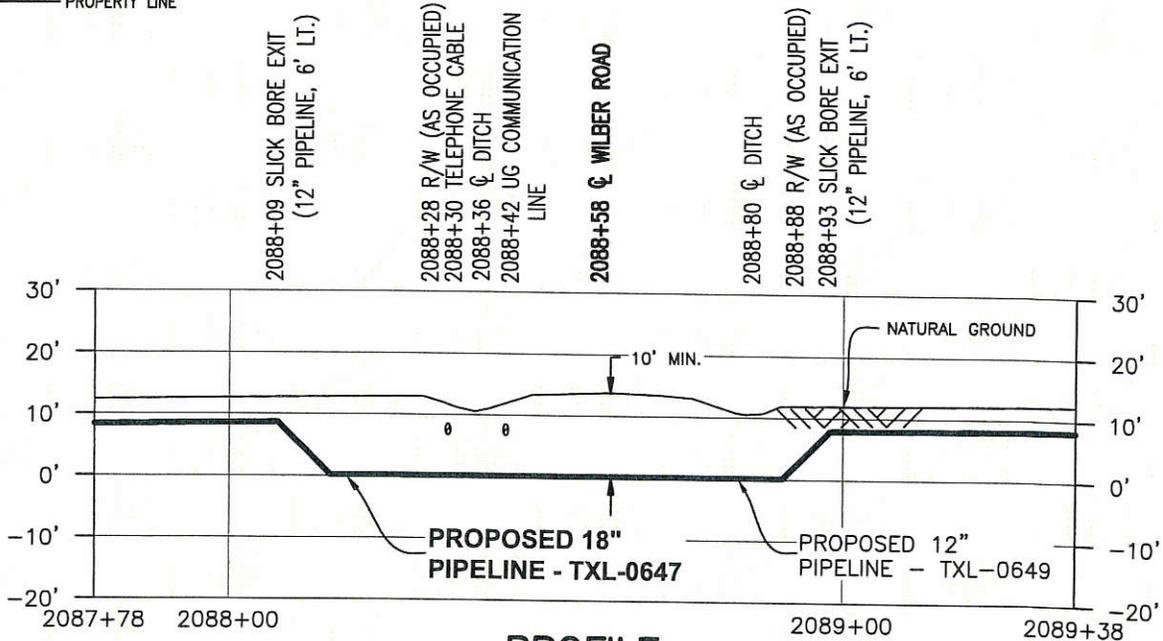
WILLIAM H. SMITH SURVEY, A-198



**PLAN**  
SCALE: 1"=30'

**LEGEND**

- FOUND MONUMENT
- X FENCE
- EXISTING PIPELINE
- PROPERTY LINE



MTP: 2875 PSIG  
MOP: 2160 PSIG  
PRODUCT: LPG  
CONSTRUCTION METHOD: BORE  
**PIPE SPECIFICATIONS**  
12" O.D. x 0.500" W.T., API-5L, X-60 SMLS  
W/14-16 MILS FBE & 20-25 MILS ARO COATING

**NOTE:**  
ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (2011) EPOCH 2010, GEOID12A, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID AND MAY BE CONVERTED TO GROUND SURFACE BY MULTIPLYING BY THE TXDOT PUBLISHED COMBINED SCALE FACTOR OF 1.00013.

DWG NO. JC-192.10_RD_12	DRAWN BY BB	DATE 6/30/16	SCALE 1"=30'	SHEET SHT 1 OF 2	<p><b>Chevron</b> Pipe Line</p>		
PIPELINE I.D. - 12" TXL-0649			PROJECT NO. 015893				
		REV	DESCRIPTION	BY	DATE	APP	CHEVRON PHILLIPS CHEMICAL COMPANY LP PALO 12" CO-LAY WITH 18" INSTALLATION PROJECT JEFFERSON COUNTY ROAD CROSSING PERMIT - WILBER ROAD
		A	ISSUED FOR CONSTRUCTION	BB	6/30/16	JD	

Plotted by: brbakker on: Jun 30, 2016 - 8:31am



Craigien.Rd.Xing.Jefferson.Co.

Craigien Rd

Fannett Terminal

Broussard Cemetery Rd

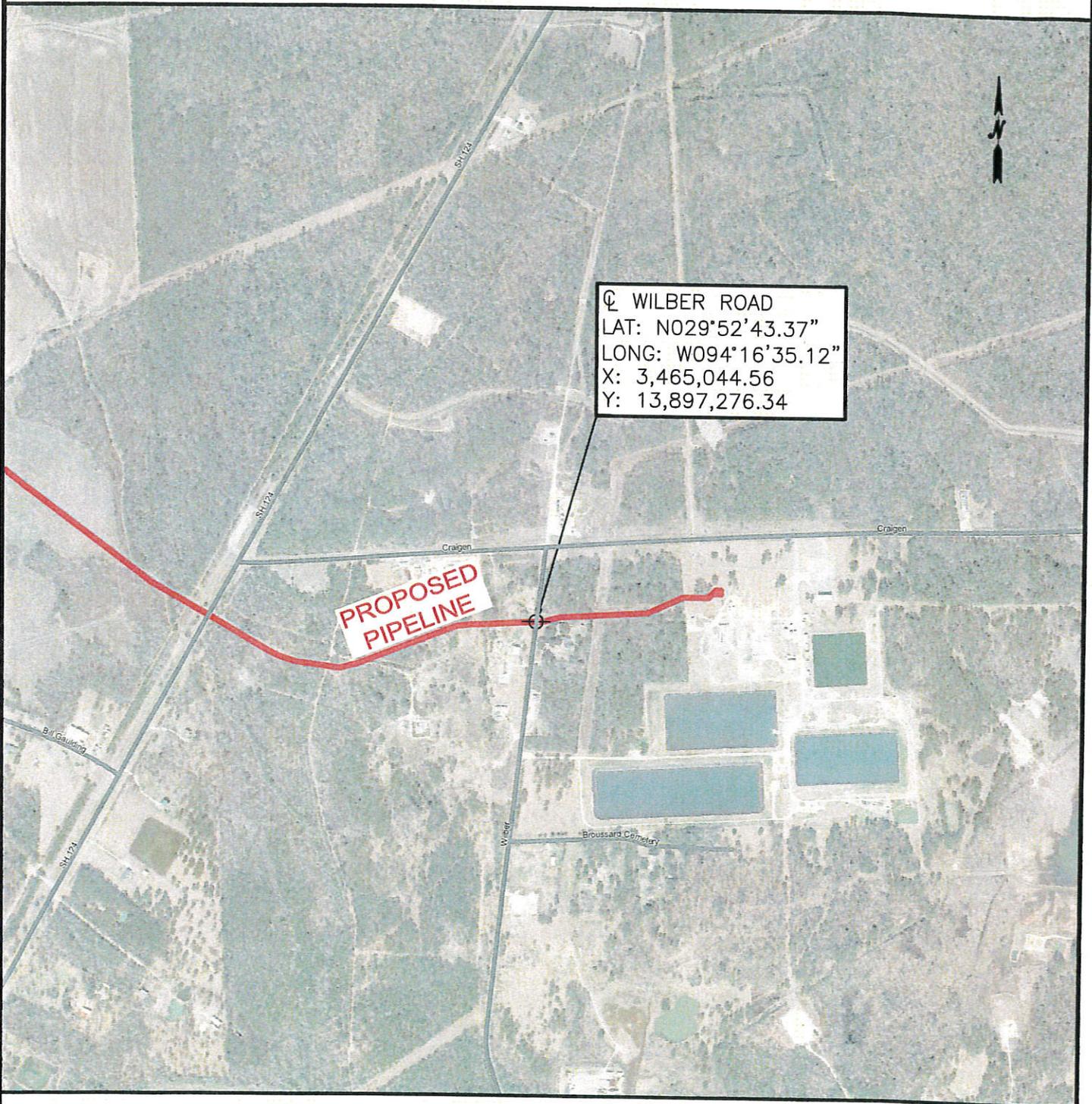
© 2016 Google

1938

Imagery Date: 10/3/2014 lat 29.877424° lon -94.274323° elev 0 ft eye



# JEFFERSON COUNTY, TEXAS



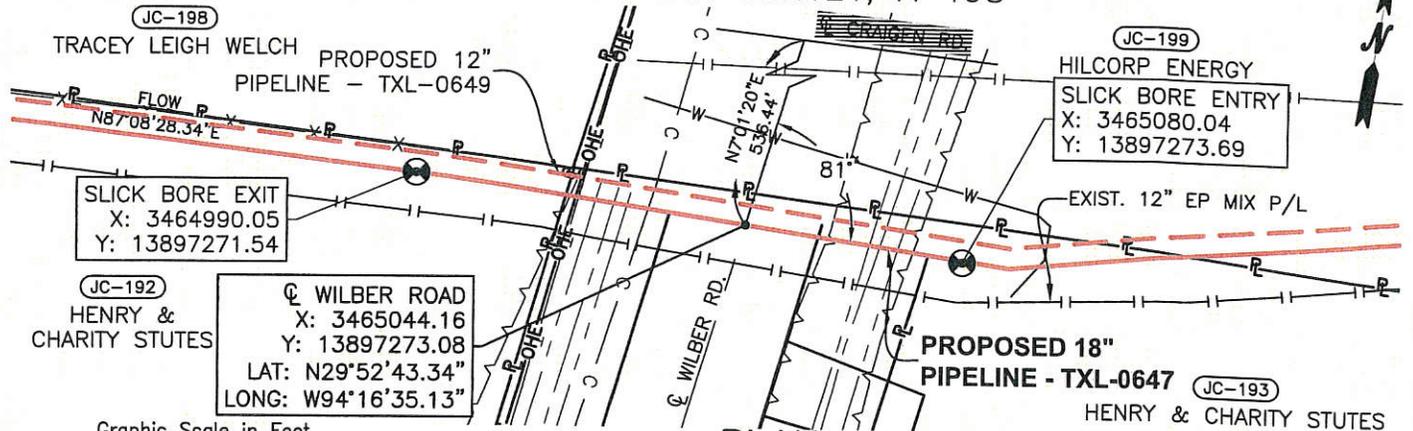
VICINITY MAP

Plotted by: Ptohin on: Jun 30, 2016 - 8:24am

DWG NO. JC_192.10_RD_12_V		DRAWN BY HW	DATE 3/4/16	SCALE 1" = 1000'	SHEET SHT 2 OF 2
			PIPELINE I.D. - 12" TXL-0649		PROJECT NO. 015893
REV	DESCRIPTION			BY	DATE
A	ISSUED FOR CONSTRUCTION			PLT	6/30/16
 Chevron Pipe Line					
CHEVRON PHILLIPS CHEMICAL COMPANY LP PALO 12" CO-LAY WITH 18" INSTALLATION PROJECT JEFFERSON COUNTY CROSSING PERMIT - WILBER ROAD					

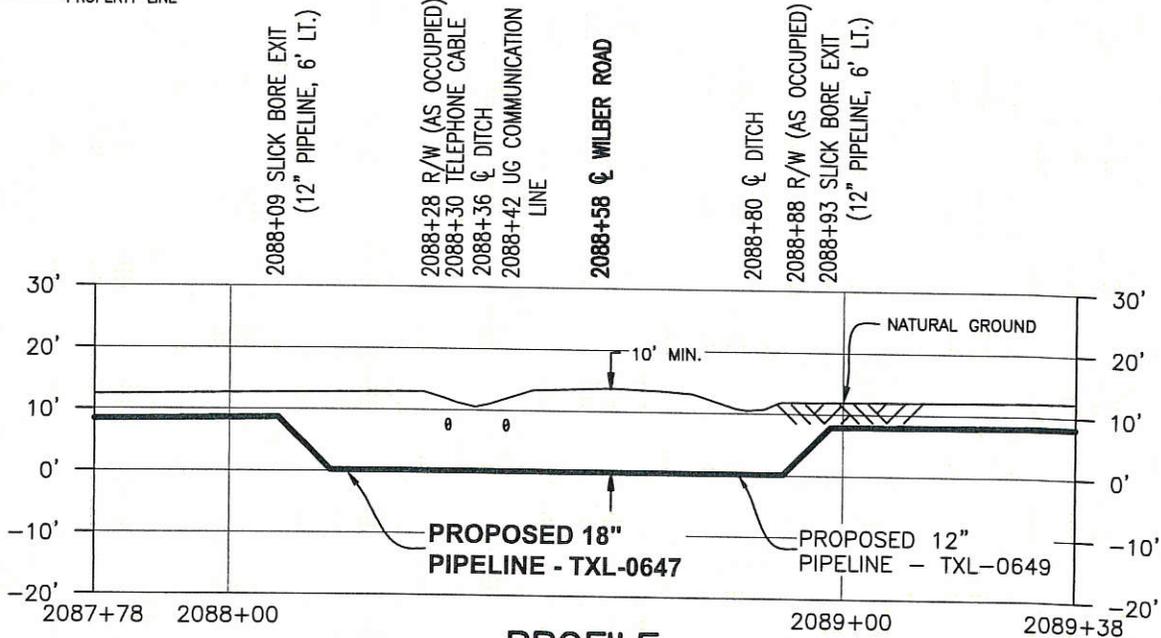
# JEFFERSON COUNTY, TEXAS

WILLIAM H. SMITH SURVEY, A-198



**LEGEND**

- FOUND MONUMENT
- X FENCE
- EXISTING PIPELINE
- PROPERTY LINE



**PROFILE**

SCALE: 1"=30' HORIZ.  
1"=30' VERT.

MTP: 2875 PSIG  
MOP: 2160 PSIG  
PRODUCT: FEEDSTOCK  
CONSTRUCTION METHOD: BORE  
**PIPE SPECIFICATIONS**  
18" O.D. x 0.500" W.T., API-5L, X-60 SMLS  
W/14-16 MILS FBE & 20-25 MILS ARO COATING

NOTE:  
ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (2011) EPOCH 2010, GEOID12A, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID AND MAY BE CONVERTED TO GROUND SURFACE BY MULTIPLYING BY THE TXDOT PUBLISHED COMBINED SCALE FACTOR OF 1.00013.

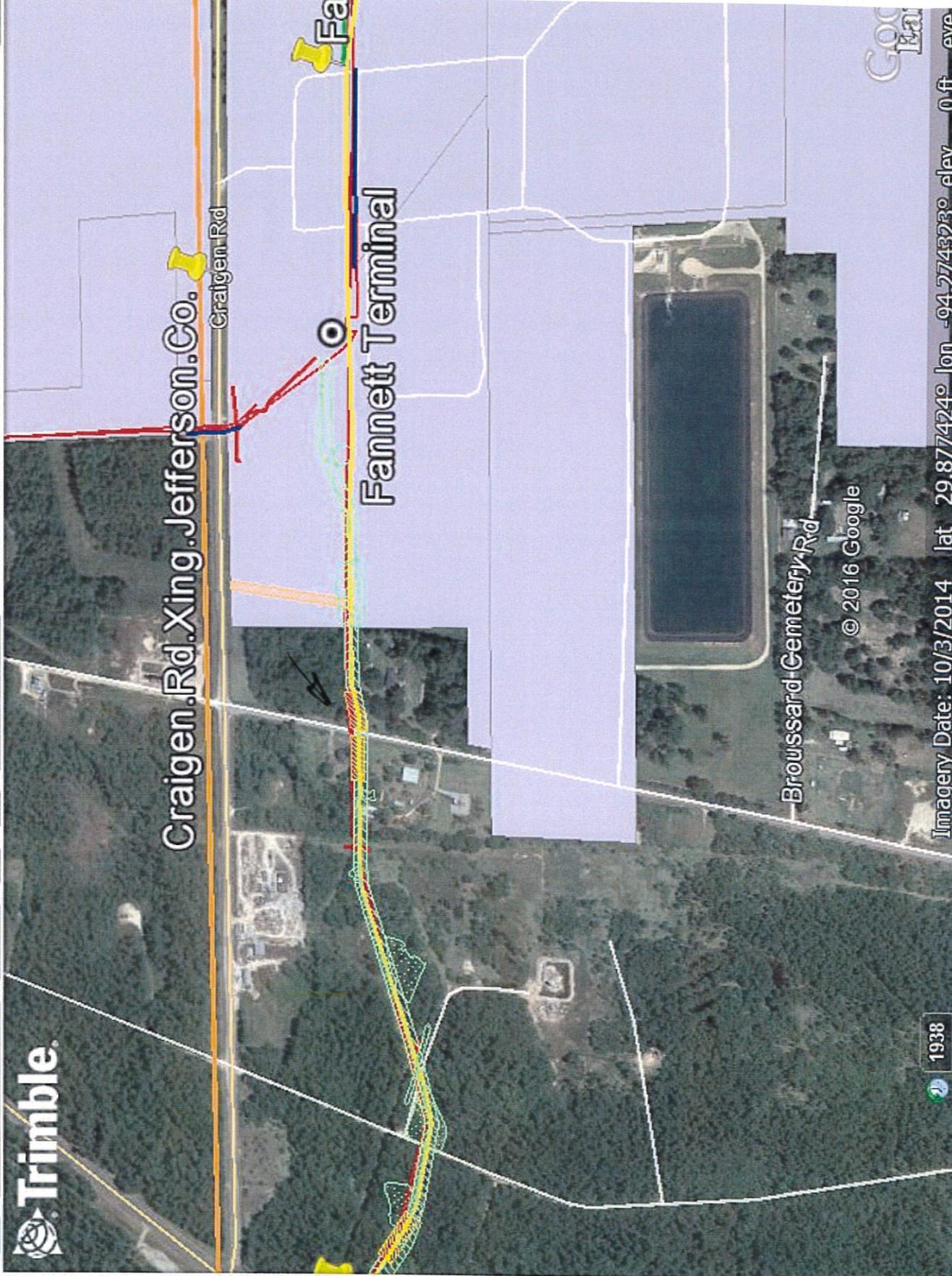
Plotted by: brbakker on: Jun 30, 2016 - 8:28am

DWG NO. JC-192.10_RD_18	DRAWN BY BB	DATE 6/30/16	SCALE 1"=30'	SHEET SHT 1 OF 2	
PIPELINE I.D. - 18" TXL-0647		PROJECT NO. 015893			
REV	DESCRIPTION		BY	DATE	APP
A	ISSUED FOR CONSTRUCTION		BB	6/30/16	JD



Pipe Line

CHEVRON PHILLIPS CHEMICAL COMPANY LP  
PALO 18" CO-LAY WITH 12" INSTALLATION PROJECT  
JEFFERSON COUNTY ROAD CROSSING PERMIT - WILBER ROAD

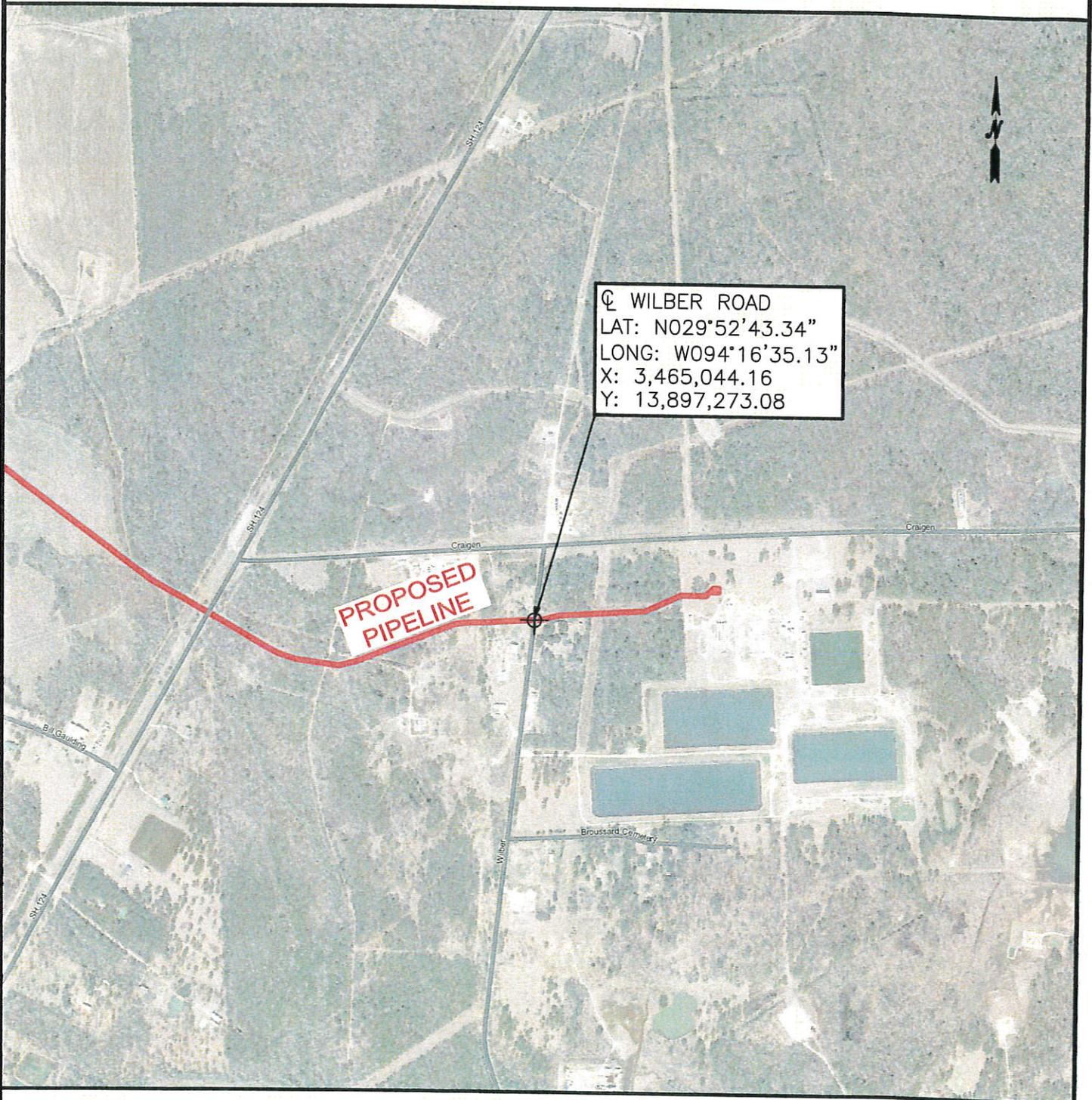


1938

Imagery Date: 10/3/2014 lat 29.877424° lon -94.274323° elev 0 ft eye



# JEFFERSON COUNTY, TEXAS



VICINITY MAP

Plotted by: Probin on: Jun 30, 2016 - 8:06am

DWG NO. JC_192.10_RD_18_V		DRAWN BY HW	DATE 3/4/16	SCALE 1" = 1000'	SHEET SHT 2 OF 2	 <b>Chevron</b> Pipe Line
PIPELINE I.D. - 18" TXL-0647		PROJECT NO. 015893			CHEVRON PHILLIPS CHEMICAL COMPANY LP PALO 18" CO-LAY WITH 12" INSTALLATION PROJECT JEFFERSON COUNTY CROSSING PERMIT - WILBER ROAD	
REV	DESCRIPTION	BY	DATE	APP		
A	ISSUED FOR CONSTRUCTION	PLT	6/30/16	JD		



audubon  
Field Solutions  
18205 Wilber Road Houston, TX 77042 281 668 0536  
TBP/S FIRM NO. 10194005  
Contracted to: MIDCO Services, LLC  
TBP/S FIRM NO. 10194005



**Michael van Staveren**  
Senior Land Representative

**Chevron Pipe Line Company**  
4800 Fournace Place  
Bellaire, TX 77401  
Tel 713-432-6009  
Cell 713-376-2390  
[neyn@chevron.com](mailto:neyn@chevron.com)

June 30, 2016

Ernest Clement  
Engineering Specialist  
Jefferson County Engineering Department

RE: Permit No. 01-P-16

Dear Sir:

Permit 01-P-16, covering crossings in Precincts 3 and 4, contains a clerical error identifying Bill Gaulding Road (a private road) as one of two roads covered by said permit for the crossing of two pipelines, the other being League Road. It was the intent of Chevron Phillips Chemical Company LP to permit the crossing of two pipelines at League Road and *Wilber Road*.

Chevron Phillips Chemical Company LP respectfully submits a new application for your consideration with the appropriate documentation for Wilber Road attached. Thank you.

Regards,

A handwritten signature in black ink, appearing to read "Michael van Staveren", with a long, sweeping horizontal stroke at the end.

Michael van Staveren



Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA 19462-1644  
Ph. (610) 832-8240

**CHANGE RIDER**

To be attached to and form a part of surety bond number 022053813, dated the 28th day of March, 2016, issued by Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"), on behalf of Chevron Phillips Chemical Company LP, as principal (the "Principal"), in favor of Jefferson County Commissioners Court, as obligee (the "Obligee").

The Principal and the Surety hereby consent to changing the attached bond as follows:

Amending bond description  
From: Right of Way Permit  
To: Right of Way Permit covering League Road and Wilber Road.

This change is effective 28th day of March, 2016. The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed this 30th day of June, 2016.

WITNESS / ATTEST:

Randy Spardella

Chevron Phillips Chemical Company LP  
(Principal)

By: Michael C Emerson (Seal)  
Name: MICHAEL C EMERSON  
Title: ASSISTANT TREASURER

**LIBERTY MUTUAL INSURANCE COMPANY**  
(Surety)

By: Joyce A. Johnson (Seal)  
Attorney-in-Fact  
Joyce A. Johnson, Attorney-in-Fact

ACCEPTED:

\_\_\_\_\_  
(Obligee)

By: \_\_\_\_\_ (Seal)  
Name:  
Title:

Date: \_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

Certificate No. 7194833

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Eric S. Feighl; Janie Cermeno; Jessica Richmond; Joyce A. Johnson; Philip N. Bair

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of December, 2015.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 2nd day of December, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of June, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

**Ron Westphal**

---

**From:** Ron Westphal <ronaldw@co.jefferson.tx.us>  
**Sent:** Tuesday, July 05, 2016 10:03 AM  
**To:** 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Jody Jannise, Prct 1 Foreman; Kenneth Minkins; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; Rhonda Conlin, Environmental Control; Shedrick Evans, Prct 4 Executive Asst  
**Subject:** Plats for 07-11-2016 agenda  
**Attachments:** 2016 07 05 - Deer Run Estates - FINAL from city of Bmt.pdf; 2016 07 05 - Westbury Estates - FINAL + DD6 changes.pdf

Gentlemen,

Attached are two plats for the July 11, 2016 agenda. Both are located in Precinct #1.

- 1) Deer Run Estates – this is a replat of lots 10, 11, 17 & 18 Block 1 of Queensberry Estates, located at the end of Nato Road in Commissioner Precinct #1.
- 2) Westbury Estates – a minor plat of 4 lots located along West Road in Commissioner Precinct #1. This plat was previously on the agenda but was tabled due to concerns by DD#6. These concerns have been answered and this is the updated plat.

If you have any questions please contact either Don or myself.

Ron

*Ronald Westphal*  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701  
Offc. 409 835-8584  
Fax. 409 835-8718  
email: [ronaldw@co.jefferson.tx.us](mailto:ronaldw@co.jefferson.tx.us)

# BEAUMONT

— T E X A S —

June 21, 2016

RON WESTPHAL  
JEFFERSON COUNTY ENGINEERING  
1149 PEARL 5TH FL  
BEAUMONT TX 77701

ETJ plat

Dear Mr. Westphal:

Please see the enclosed Replat of Lots 10, 11, 17 and Lot 18, Block 1, out of Queensberry Estates, Section 1, and a 23.82 acre tract into Deer Run Estates, Lots 1, 2, 3 and 4. This plat is located in the Planning Area of the City of Beaumont's ETJ (extra-territorial jurisdiction) and was therefore submitted to my office under the "one stop" agreement with the county. Please place this plat on the County Commissioner's agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-785-4750 or you can email me at [rrowzee@beaumonttexas.gov](mailto:rrowzee@beaumonttexas.gov).

Thank you,



Raymond Rowzee  
Planner I



PLANNING & ZONING

T 409.880.3764

F 409.880.3110

PO Box 3827 | Beaumont, TX 77704

[beaumonttexas.gov](http://beaumonttexas.gov)









# Resolution

STATE OF TEXAS

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§  
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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 11th day of July, 2016, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

## BODY WORN CAMERA GRANT

WHEREAS, the Jefferson County Commissioners' Court finds it in the best interest of the citizens of Jefferson to apply for the Body Worn Camera Grant through the State of Texas Criminal Justice Division; and,

WHEREAS, Jefferson County Commissioners' Court agrees to provide applicable matching funds in the amount of \$8,575 for the said project as required by the Body Worn Camera Grant application; and,

WHEREAS, Jefferson County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Jefferson County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full; and,

WHEREAS, Jefferson County Commissioners' Court designates the County Judge as the grantee's authorized official: the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, be it resolved that the Commissioners' Court of Jefferson County, Texas, does hereby approve submission of the grant application for the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center to the Office of the Governor, Criminal Justice Division.

**Grant Application Confirmation Number: 3037901**

SIGNED this 11th day of July, 2016.

\_\_\_\_\_  
JUDGE 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



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
*LAW ENFORCEMENT*

CHIEF GEORGE MILLER  
*CORRECTIONS*

CHIEF MARK DUBOIS  
*SERVICES*

CHIEF RON HOBBS  
*NARCOTICS*

To: Honorable Jeff R. Branick  
Commissioner – Eddie Arnold  
Commissioner – Brent Weaver  
Commissioner – Michael S. Sinegal  
Commissioner – Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Resolution for Deputy Robert L. Smith  
Agenda item for the week of July 11, 2016

Date: July 5, 2016

Consider and possibly approve a Resolution recognizing Robert L. Smith for 25 years and 10 months of dedicated service to the Jefferson County Sheriffs' Office and to the citizens of Jefferson County in wishing him well on his retirement.

Sincerely,

G. Mitch Woods, Sheriff  
Jefferson County, Texas



# Resolution

STATE OF TEXAS

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§  
§

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 11th day of July, 2016, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

**WHEREAS, ROBERT L. SMITH**, has devoted 25 years and 10 months of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, ROBERT L. SMITH**, has dedicated his talents and pledged his services as a Peace Officer in Corrections for the Jefferson County Sheriff's Office; and

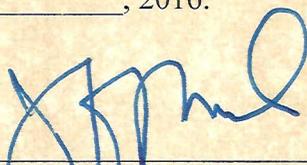
**WHEREAS, ROBERT L. SMITH**, has dedicated his services as a Corrections Officer for the Jefferson County Sheriff's Office, serving as a Jailer, and as a Peace Officer in Corrections and in Work Release; and

**WHEREAS**, through hard work and commitment to excellence, **ROBERT L. SMITH**, has earned the respect of his colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, **ROBERT L. SMITH**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

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

SIGNED this 11th day of July, 2016.

  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge



  
\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

  
\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

  
\_\_\_\_\_  
**COMMISSIONER BRENT WEAVER**  
Precinct No. 2

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued****K. Long-term Obligations**

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures. The accounting for proprietary funds is the same in the fund statements as it is in the government-wide statements.

**L. Fund Equity**

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

## NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued****M. Implementation of New Standards**

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

**N. Date of Management's Review**

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through May 27, 2016, the date that the financial statements were available to be issued.

**NOTE 2: CASH AND INVESTMENTS**

At year-end, the District's carrying amount of deposits was \$239,337 and the bank balance was \$243,169. At September 30, 2015 the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. Of the bank balance, 250,000 was covered by federal depository insurance. The remaining bank balance was collateralized by securities held by the District's agent in name of the District.

**NOTE 3: PROPERTY TAXES**

Property taxes are collected by Allison Nathan Getz, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2015 was \$.08753 per \$100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2014 was \$360,459,798. Property taxes receivable for 2015 are \$25,301 net of allowance for doubtful accounts of \$10,000.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

## NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

**NOTE 4: CAPITAL ASSETS**

Capital asset activity for the governmental activities for the year ended September 30, 2015 was as follows:

Governmental Activities	Beginning	Current Year		Ending
	Balance	Increases	Decreases	Balance
Capital assets being depreciated:				
Buildings	\$ 273,000	\$ -	\$ -	\$ 273,000
Fire equipment and vehicles	1,110,739	-	(5,000)	1,105,739
Total capital assets being depreciated:	1,383,739	-	(5,000)	1,378,739
Less accumulated depreciation:				
Buildings	(8,933)	(8,933)	-	(17,866)
Fire equipment and vehicles	(156,330)	(83,634)	1,488	(238,476)
Total accumulated depreciation	(165,263)	(92,567)	1,488	(256,342)
Total capital assets being depreciated, net	1,218,476	(92,567)	(3,512)	1,122,397
Governmental activities capital assets, net	\$ 1,218,476	\$ (92,567)	\$ (3,512)	\$ 1,122,397

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Public Safety	\$ 92,567
Total Depreciation Expense - Governmental Activities	\$ 92,567

**NOTE 5: SHORT TERM DEBT**

The Texas Health & Safety Code section 775.031 authorizes Districts to borrow money in order to perform the functions of the district and to provide emergency services. Upon formation, the District obtained an unsecured line of credit to cover expenditures prior to receipt of initial tax revenue. The District's line of credit is with Community Bank of Texas, N.A. Borrowings are permitted up to \$100,000 and interest is payable monthly at a rate of 2.15% per annum based on year of 360 days. There was no outstanding balance as of September 30, 2015.

## NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

**NOTE 6: LONG TERM DEBT**

The District entered into loan agreements for the purchase of vehicles for fire and emergency services.

Long-term debt at September 30, 2015, is summarized as follows:

Date Issued	Amount	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2013	132,475	2020	\$20,000	2.15%	92,475
2014	38,841	2018	\$7,768	2.15%	23,305
					<u>\$ 115,780</u>

Interest on the 2013 loan shall be computed at a fixed rate of 2.15% for three years; thereafter, until maturity, at a rate per annum which is sixty-six percent (66%) of the index, but in no event to exceed the highest lawful rate. Adjustments in the varying rate in interest will be made on each anniversary date of the note beginning March 1, 2016.

The District entered into a tax exempt master lease-purchase agreement with Oshkosh Capital for the purpose of financing a pump truck. The contract is designated as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. Amounts outstanding as of September 30, 2015 are as follows:

Date of Issue	Original Issue	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2014	\$ 150,000	2018	\$32,688	5.69%	<u>\$ 121,707</u>

Annual requirements to maturity for the loan is as follows:

Year Ending September 30,	Principal	Interest	Total
2016	56,890	6,093	62,983
2017	57,743	4,123	61,866
2018	58,622	2,801	61,423
2019-2020	64,232	1,863	66,095
Total	<u>\$ 237,487</u>	<u>\$ 14,880</u>	<u>\$ 252,367</u>

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

## NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

**NOTE 6: LONG TERM DEBT, Continued**Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2015, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Contractual Obligations	150,000	-	28,293	121,707	29,122
Loan payable	143,548	-	27,768	115,780	27,768
Governmental activities					
Long-Term Liabilities	<u>\$ 293,548</u>	<u>\$ -</u>	<u>\$ 56,061</u>	<u>\$ 237,487</u>	<u>\$ 56,890</u>

**NOTE 7: OTHER INFORMATION****A. Interlocal Agreement**

The District continues an agreement with the Orange County Emergency Services District No. 1 (ESD No. 1) of Orange County, Texas for the exchange of dispatch services. ESD No. 1 shall be responsible for providing necessary communication services to the District as stated in the agreement. All dispatch personnel shall be employees of ESD No. 1 and subject to all rules and regulations regarding ESD No. 1 employees. The District shall be responsible for maintaining its own radio equipment and related equipment maintenance as needed for the provision of communication services provided. The District agrees to pay the ESD No. 1 \$13,000 annually for these services. An amended agreement will be required if any additional costs are incurred.

**B. Risk Management**

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

**C. Contingent Liabilities**

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015

**NOTE 9—LEASES**Operating Leases

The District is committed under an operating lease that can be canceled with 120 days' notice, for the use of the Nome Fire Station (principally in the General Fund). Future minimum operating lease commitments are as follows:

<u>Year ending September 30,</u>	
2016	\$ 600
2017	600
2018	600
2019	600
2020	600
Total	<u>\$ 3,000</u>

The above lease contains two automatic five year renewal terms.

*REQUIRED SUPPLEMENTARY INFORMATION*

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

## STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

## BUDGET AND ACTUAL - GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
<b>REVENUES</b>				
Property taxes, penalties and interest	\$ 316,148	\$ 316,148	\$ 314,344	\$ (1,804)
Other miscellaneous	2,500	2,500	2,679	179
Total revenue	<u>318,648</u>	<u>318,648</u>	<u>317,023</u>	<u>(1,625)</u>
<b>EXPENDITURES</b>				
Current:				
General government	30,371	37,677	29,115	8,562
Fire and emergency services	184,739	216,100	176,621	39,479
Total expenditures	<u>215,110</u>	<u>253,777</u>	<u>205,736</u>	<u>48,041</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>103,538</u>	<u>64,871</u>	<u>111,287</u>	<u>46,416</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Principal Payments on loan	(56,061)	(56,061)	(56,061)	-
Total other financing sources and uses	<u>(56,061)</u>	<u>(56,061)</u>	<u>(56,061)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	47,477	8,810	55,226	46,416
FUND BALANCES AT BEGINNING OF YEAR	<u>193,445</u>	<u>193,445</u>	<u>193,445</u>	<u>-</u>
FUND BALANCE AT END OF YEAR	<u>\$ 240,922</u>	<u>\$ 202,255</u>	<u>\$ 248,671</u>	<u>\$ 46,416</u>

The accompanying notes are an integral part of this financial statement.

*COMPLIANCE SECTION*

# J. R. Edwards & Associates, LLC

## Certified Public Accountants

May 27, 2016

***INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS***

Board of Commissioners  
Jefferson County Emergency Services District No. 3  
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 3 (District), as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated May 27, 2016.

### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 3 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an

Board of Commissioners  
Jefferson County Emergency Services District No. 3  
Jefferson County, Texas  
Page 2  
May 27, 2016

opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*J.R. Edwards & Associates, LLC*

**BENCKENSTEIN & OXFORD, L.L.P.**

ATTORNEYS AT LAW  
3535 CALDER AVENUE, SUITE 300  
BEAUMONT, TEXAS 77706  
TELEPHONE: (409) 833-9182  
TELEFAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

June 28, 2016

**Via Hand Delivery**

Jefferson Co. Commissioners Court  
c/o Hon. Jeff Branick, County Judge  
Jefferson County Courthouse  
1001 Pearl St.  
Beaumont, Texas 77701

Re: Jefferson Co. ESD No. 4 – Fiscal Year 2014-15 Audit Report  
B&O File No. 87102.

Dear Judge Branick and County Commissioners,

Enclosed please find Jefferson County Emergency Services District No. 4’s annual audit report for the fiscal year ended September 30, 2015, which is being submitted to the Jefferson County Commissioners’ Court in accordance with Section 775.082 of the Texas Health & Safety Code.

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**

By:   
Joshua C. Heinz

JCH/jer  
Enclosure

cc: **Via Email**  
Hon. Jeff Branick, County Judge  
Mr. Fred Jackson  
Board of Commissioners, JCESD No. 4  
Wayne Wilber, JCESD No. 4 District Manager

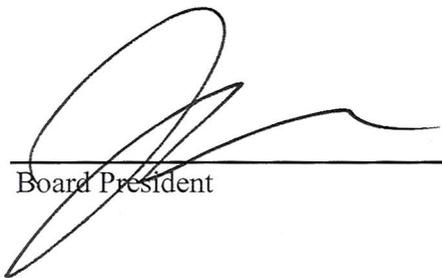
JEFFERSON COUNTY EMERGENCY  
SERVICES DISTRICT NO. 4

ANNUAL FINANCIAL REPORT  
FOR THE YEAR ENDED SEPTEMBER 30, 2015

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4

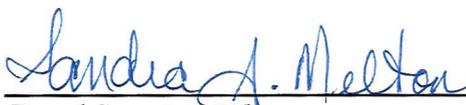
CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2015 at a meeting of the Board of Commissioners held on the 27th day of June, 2016.



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Board President



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Board Secretary Treasurer

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4  
Annual Financial Report  
For The Year Ended SEPTEMBER 30, 2015

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*INTRODUCTORY SECTION*

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4**

**JEFFERSON COUNTY, TEXAS**

**FOR THE YEAR ENDED SEPTEMBER 30, 2015**

**Board of Commissioners**

Jeffery Roebuck  
Charles Reneau  
Sandra Duhon  
Sandra Melton  
Charlie Cox

President  
Vice President  
Secretary  
Treasurer  
Commissioner

**Command Staff**

Charles Sonnier  
Kenneth Duhon

Fire Chief – Labelle Fannett VFD  
Fire Chief – Cheek VFD

*FINANCIAL SECTION*

# J. R. Edwards & Associates, LLC

## Certified Public Accountants

June 1, 2016

### INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners  
Jefferson County Emergency Services District No. 4  
Jefferson County, Texas

We have audited the accompanying financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No.4, as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund the Jefferson County Emergency Services District No. 4, as of September 30, 2015, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Board of Commissioners  
Jefferson County Emergency Services District No. 4  
Jefferson County, Texas  
Page 2  
June 1, 2016

### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 9 and page 24 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*J.R. Edwards & Associates, LLC*

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2015

---

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 4 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2015. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 10.

### FINANCIAL HIGHLIGHTS

- After the second year of operations, the District's total combined net position was \$686,520 at September 30, 2015, as compared to \$345,365 at September 30, 2014.
- During the year, the District's expenses were \$341,155 less than the \$585,302 generated in taxes and other revenues for governmental activities.
- The general fund reported a fund balance this year of \$373,428. All is for unrestricted use by the District. The prior year fund balance was \$147,957 at year end.

### OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

**Government-Wide Financial Statements.** The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2015

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### OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

**Fund Financial Statements.** A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- **Governmental Funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

**Notes to the Financial Statements.** The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-23 of this report.

**Required Supplementary Information.** In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 24 of this report.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 MANAGEMENT'S DISCUSSION AND ANALYSIS  
 SEPTEMBER 30, 2015

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was \$686,520 at September 30, 2015. (See Table I)

**Table I**  
**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4**  
**Net Position**

	September 30, 2015	September 30, 2014
Current and Other Assets	\$ 396,444	\$ 291,782
Capital Assets	485,011	285,118
Total Assets	<u>881,455</u>	<u>576,900</u>
Long-term Liabilities	189,516	87,234
Other Liabilities	5,419	144,301
Total Liabilities	<u>194,935</u>	<u>231,535</u>
Net Assets:		
Invested in Capital Assets Net of Related Debt	295,495	178,911
Unrestricted	391,025	166,454
Total Net Position	<u>\$ 686,520</u>	<u>\$ 345,365</u>

A portion of the District's net position, \$295,495, reflects its investment in capital assets net of related debt. The District uses these capital assets to provide services to citizens; therefore, these assets are not available for future spending. The \$391,025 of unrestricted net position represents resources available to fund the programs of the District next year.

**Changes in net position.** The District's total revenues were \$585,302. For the current year most of the revenues resulted from property taxes levied and miscellaneous revenues accounted for less than one percent.

In future years most of the District's revenues will be derived from property taxes.

Total Cost of all programs and services was \$244,147. The net position of the District for the current year increased \$341,155 (see Table II on page 7 of this report).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 MANAGEMENT'S DISCUSSION AND ANALYSIS  
 SEPTEMBER 30, 2015

**GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued**

Key elements of the governmental activities of the District are reflected in the following table.

**TABLE II**  
**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4**  
**Changes in Net Position**

	September 30, 2015	September 30, 2014
Revenues:		
General Revenues:		
Maintenance and Operations Taxes	581,525	519,403
Contribution	-	188,450
Miscellaneous	3,777	415
Total Revenue	<u>585,302</u>	<u>708,268</u>
Expenses:		
General government	80,494	225,858
Fire and emergency services	163,653	137,045
Total Expenses Governmental Activities	<u>244,147</u>	<u>362,903</u>
Increase (Decrease) in Net Assets	341,155	345,365
Net Assets - October 1 (Beginning)	345,365	-
Net Assets - September 30 (Ending)	<u>\$ 686,520</u>	<u>\$ 345,365</u>

**GOVERNMENTAL ACTIVITIES**

- Property tax rates were set at \$.08741 per \$100 valuation for M&O. The rate for 2015-2016 is set at \$.08741 per \$100 of taxable valuation for M&O.

**FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS**

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**GENERAL FUND BUDGETARY HIGHLIGHTS**

There were few budget amendments for the 2014-2015 year and all were approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4  
 MANAGEMENT'S DISCUSSION AND ANALYSIS  
 SEPTEMBER 30, 2015

**CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY**

**Capital Assets.** At September 30, 2015 the District had \$485,011 (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4**  
**Capital Assets**  
**Governmental Activities**

	September 30, 2015	September 30, 2014
Buildings and Improvements	\$ 13,910	\$ 13,910
Emergency equipment and vehicles	514,653	280,747
Totals	<u>528,563</u>	<u>294,657</u>
Less Accumulated Depreciation:		
Buildings and Improvements	(734)	(245)
Emergency equipment and vehicles	(42,818)	(9,294)
Total Accumulated Depreciation	<u>(43,552)</u>	<u>(9,539)</u>
Net Capital Assets	<u>\$ 485,011</u>	<u>\$ 285,118</u>

**Long-Term Debt.** At year-end, the District had \$189,516 in notes payable outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4**  
**Outstanding Debt**

	September 30, 2015	September 30, 2014
Governmental activities:		
Note Payable	\$ 189,516	\$ 106,207
Total	<u>\$ 189,516</u>	<u>\$ 106,207</u>

**ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES**

- The District's board adopted a balanced budget for the next fiscal year after giving consideration to the property tax assessed valuations and the level tax rate along with the needs of the District.

**CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Jefferson County Emergency Services District No 4.

*BASIC FINANCIAL STATEMENTS*

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

## EXHIBIT A

## STATEMENT OF NET POSITION

FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Primary Government
	<u>Governmental Activities</u>
<b>ASSETS</b>	
Cash and cash equivalents	\$ 365,852
Taxes receivable - net of allowance	20,426
Prepays	10,166
Capital assets:	
Buildings, property, and equipment, net	<u>485,011</u>
Total Assets	<u>881,455</u>
<b>LIABILITIES</b>	
Accounts payable	5,419
Non-current liabilities:	
Due within one year	35,921
Due in more than one year	<u>153,595</u>
Total Liabilities	<u>194,935</u>
<b>NET POSITION</b>	
Net investment in capital assets	295,495
Unrestricted	<u>391,025</u>
Total Net Position	<u>\$ 686,520</u>

The accompanying notes are an integral part of this financial statement.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXHIBIT B

## STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2015

Functions / Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Primary Government Governmental Activities
Governmental activities:				
General government	\$ 80,494	\$ -	\$ -	\$ (80,494)
Fire and emergency services	163,653	-	-	(163,653)
Total governmental activities	244,147	-	-	(244,147)
Total Primary Government	\$ 244,147	\$ -	\$ -	\$ (244,147)
				Property taxes, penalties and interest 581,525
				Contributions not restricted to specific programs -
				Other miscellaneous 3,777
				<u>Total general revenues 585,302</u>
				Change in Net Position 341,155
				Net Position- Beginning 345,365
				<u>Net Position - Ending \$ 686,520</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4  
 BALANCE SHEET - GOVERNMENTAL FUNDS  
 SEPTEMBER 30, 2015

## EXHIBIT C

	Total Governmental Funds
	<u>General Fund</u>
<b>ASSETS:</b>	
Cash and cash equivalents	\$ 365,852
Property taxes receivable (net of allowances for doubtful accounts)	20,426
Prepaid items	<u>10,166</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 396,444</u></b>
<b>LIABILITIES AND FUND BALANCES:</b>	
<b>LIABILITIES:</b>	
Accounts payable	<u>\$ 5,419</u>
<b>TOTAL LIABILITIES</b>	<b><u>5,419</u></b>
<b>DEFERRED INFLOWS OF RESOURCES:</b>	
Unavailable revenue - property tax	<u>17,597</u>
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b><u>17,597</u></b>
<b>FUND BALANCES:</b>	
Unassigned Fund Balance	<u>373,428</u>
Total fund balances	<b><u>373,428</u></b>
<b>TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE</b>	<b><u>\$ 396,444</u></b>

The accompanying notes are an integral part of this financial statement.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXHIBIT C-1

---

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO  
THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2015

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 373,428
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	485,011
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.	(189,516)
Recognition of deferred revenue as revenue increases net position.	<u>17,597</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u><u>\$ 686,520</u></u>

The accompanying notes are an integral part of this financial statement.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

## EXHIBIT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Total Governmental Funds
	<u>General Fund</u>
REVENUES	
Property taxes, penalties and interest	\$ 582,425
Other miscellaneous	3,777
Total revenue	<u>586,202</u>
EXPENDITURES:	
Current:	
General government	80,494
Fire and emergency services	363,546
Total expenditures	<u>444,040</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>142,162</u>
OTHER FINANCING SOURCES (USES)	
Issuance of debt	189,516
Principal payments on loan	<u>(106,207)</u>
Total other financing sources and uses	<u>83,309</u>
NET CHANGE IN FUND BALANCES	225,471
FUND BALANCES - BEGINNING	<u>147,957</u>
FUND BALANCES - ENDING	<u>\$ 373,428</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 EXHIBIT D-1  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
 FOR THE YEAR ENDED SEPTEMBER 30, 2015

Net change in fund balances - total governmental funds (Exhibit D) \$ 225,471

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital Outlay	\$ 233,906	
Depreciation	<u>(34,013)</u>	199,893

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

Issuance of new debt	\$ (189,516)	
Principal payments on loan	<u>106,207</u>	(83,309)

Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues decreased by this amount in the current period. (900)

Change in net position of governmental activities (Exhibit B) \$ 341,155

The accompanying notes are an integral part of this financial statement.

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## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

## NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES****Basis of Presentation**

The financial statements of the Jefferson County Emergency Services District No. 4 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

**A. Reporting Entity**

On May 11, 2013, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On May 11, 2013, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 4. The District was formed on June 10, 2013 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the Cheek Volunteer Fire Department and the Labelle-Fannett Volunteer Fire Department. The District is exempt from federal income taxes, state sales tax and state franchise tax.

**B. Government-wide Financial Statements**

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the nonfiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any business-type activities or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

**C. Fund Financial Statements**

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**D. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

**E. Budgetary Data**

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

- a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.
- b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.
- c. Prior to September 30<sup>th</sup>, the budget is legally adopted.
- d. Budget appropriations lapse at year-end and are re-established in the succeeding year.
- e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

## NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued****F. Cash and Investments**

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

**G. Property Taxes Receivable**

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

**H. Receivables**

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

**I. Prepaid Items**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

**J. Capital Assets**

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-10
Vehicles	5-15

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

## NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued****K. Long-term Obligations**

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures. The accounting for proprietary funds is the same in the fund statements as it is in the government-wide statements.

**L. Fund Equity**

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

**JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4****NOTES TO FINANCIAL STATEMENTS**

SEPTEMBER 30, 2015

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued****M. Implementation of New Standards**

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

**N. Date of Management's Review**

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through June 1, 2016, the date that the financial statements were available to be issued.

**NOTE 2: CASH AND INVESTMENTS**

At year-end, the District's carrying amount of deposits was \$365,852 and the bank balance was \$404,785. At September 30, 2015, the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. During the year, the District was exposed to custodial credit risk. The highest balance was \$776,944 and occurred during the month of June 2015. Of this amount, \$250,000 was covered by FDIC insurance, \$410,992 was covered by collateral held in the District's name, and \$115,952 was uninsured and uncollateralized. This was related to loan proceeds received on June 4, 2015 that were not disbursed until June 22, 2015.

**NOTE 3: PROPERTY TAXES**

Property taxes are collected by Allison Getz, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2015 was \$.08741 per \$100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2014 was \$755,147,177. Property taxes receivable for 2015 are \$33,426 net of allowance for doubtful accounts of \$13,000.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2015

**NOTE 4: CAPITAL ASSETS**

Capital asset activity for the governmental activities for the year ended September 30, 2015 was as follows:

Governmental Activities	Beginning	Current Year		Ending
	Balance	Increases	Decreases	Balance
Capital assets being depreciated:				
Buildings	\$ 13,910	\$ -	\$ -	\$ 13,910
Fire equipment and vehicles	280,747	233,906	-	514,653
Total capital assets being depreciated:	294,657	233,906	-	528,563
Less accumulated depreciation:				
Buildings	(245)	(489)	-	(734)
Fire equipment and vehicles	(9,294)	(33,524)	-	(42,818)
Total accumulated depreciation	(9,539)	(34,013)	-	(43,552)
Total capital assets being depreciated, net	285,118	199,893	-	485,011
Governmental activities capital assets, net	\$ 285,118	\$ 199,893	\$ -	\$ 485,011

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Fire and Emergency Services	\$ 34,013
Total Depreciation Expense - Governmental Activities	\$ 34,013

**NOTE 5: LONG TERM DEBT**

The District entered into a loan agreement for the purchase of a vehicle for fire and emergency services.

Long-term debt at September 30, 2015, is summarized as follows:

Date Issued	Amount	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2015	\$ 189,516	2020	\$41,011	2.686%	189,516
					\$ 189,516

Interest on the loan shall be computed at a fixed rate of 2.686% for five years provided that such rate shall not exceed the highest lawful rate. This note may be prepaid in full according to the early redemption value on due date of the loan in years three and four as shown on the table below.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4  
 NOTES TO FINANCIAL STATEMENTS  
 SEPTEMBER 30, 2015

**NOTE 5: LONG TERM DEBT, Continued**

Annual requirements to maturity for the loan is as follows:

Year Ending September 30,	Principal	Interest	Total	Early Redemption Value
2016	35,921	5,090	41,011	N/A
2017	36,886	4,126	41,012	N/A
2018	37,876	3,135	41,011	\$ 79,568
2019	38,894	2,117	41,011	\$ 40,188
2020	39,939	1,073	41,012	N/A
Total	\$ 189,516	\$ 15,541	\$ 205,057	

Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2015, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Loans payable	106,207	189,516	106,207	189,516	35,921
Governmental activities					
Long-Term Liabilities	\$ 106,207	\$ 189,516	\$ 106,207	\$ 189,516	\$ 35,921

**NOTE 6: OTHER INFORMATION**

**A. Risk Management**

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

**B. Contingent Liabilities**

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2015

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**NOTE 6: OTHER INFORMATION, Continued**

**C. Subsequent Events**

At the regularly scheduled board meeting on February 15, 2016 the board approved the purchase of a new 2015 Pierce Tanker to be used by Labelle Fannett VFD in the amount of \$227,000 from Siddons-Martin Emergency Group, LLC. The purchase would be made by a cash down payment in the amount of \$75,000 and financing of the remainder (\$152,000) for five years through Government Capital Tax Exempt financing agreement. The promissory note agreement and security agreement were signed on March 1, 2016. The note carries a rate of interest of 2.379%. Principal and interest are payable in the amount of \$32,603.65 beginning March 8, 2017 with the final installment due March 8, 2021.

*REQUIRED SUPPLEMENTARY INFORMATION*

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

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## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXHIBIT E

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL - GENERAL FUND  
 FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
<b>REVENUES</b>				
Property taxes, penalties and interest	\$ 540,074	\$ 600,000	\$ 582,425	\$ (17,575)
Other miscellaneous	-	3,850	3,777	(73)
Total revenue	<u>540,074</u>	<u>603,850</u>	<u>586,202</u>	<u>(17,648)</u>
<b>EXPENDITURES</b>				
Current:				
General government	122,615	160,390	80,494	79,896
Fire and emergency services	397,459	419,456	363,546	55,910
Total expenditures	<u>520,074</u>	<u>579,846</u>	<u>444,040</u>	<u>135,806</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>				
	<u>20,000</u>	<u>24,004</u>	<u>142,162</u>	<u>118,158</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Proceeds from loan	-	189,516	189,516	-
Principal payments on loan	(20,000)	(106,207)	(106,207)	-
Total other financing sources and uses	<u>(20,000)</u>	<u>83,309</u>	<u>83,309</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	-	107,313	225,471	118,158
<b>FUND BALANCES AT BEGINNING OF YEAR</b>	<u>147,957</u>	<u>147,957</u>	<u>147,957</u>	<u>-</u>
<b>FUND BALANCE AT END OF YEAR</b>	<u>\$ 147,957</u>	<u>\$ 255,270</u>	<u>\$ 373,428</u>	<u>\$ 118,158</u>

The accompanying notes are an integral part of this financial statement.

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*COMPLIANCE SECTION*

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# J. R. Edwards & Associates, LLC

## Certified Public Accountants

June 1, 2016

### ***INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS***

Board of Commissioners  
Jefferson County Emergency Services District No. 4  
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 4 (District), as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 1, 2016.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 4 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



Board of Commissioners  
Jefferson County Emergency Services District No. 4  
Jefferson County, Texas  
Page 2  
June 1, 2016

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*J.R. Edwards & Associates, LLC*

**Regular, July 11, 2016**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, July 11, 2016