

*Notice of Meeting and Agenda and Minutes*  
*August 01, 2016*

**SPECIAL, 8/1/2016 1:30:00 PM**

BE IT REMEMBERED that on August 01, 2016, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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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**  
**August 01, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **01st** day of **August 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 **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

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

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

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**PURCHASING:**

1. Consider and approve a contract extension for the third one (1) year option to renew (IFB 13-009/JW), Term Contract for On Call Court Reporting and Transcription with Jan Girouard and Associates.

**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 a contract extension for the third and final year (RFP 14-019/JW), Auditing Services for Jefferson County with Pattillo, Brown, & Hill LLP.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

3. Rescind award of Proposal Item 31 (7818 FM 365, Beaumont TX) for (RFP 16-010/YS), Lease of Properties as a Result of 'Buy Out' from Phillip & Lydia Hallmark.

**SEE ATTACHMENTS ON PAGES 11 - 11**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

4. 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 12 - 32**

**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:**

5. Consider and approve budget transfer - Tax - purchase replacement folder/inserter machine.

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120-1011-415-6001	OFFICE MACHINES	\$38,687.00	
120-1011-415-1002	ASSISTANTS & CLERKS		\$38,687.00

**SEE ATTACHMENTS ON PAGES 33 - 35**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

6. Regular County Bills - check #423205 through checks #423439.

**SEE ATTACHMENTS ON PAGES 36 - 44**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY CLERK:**

7. Consider and possibly approve Order Calling for November 8, 2016, General Election, including Early Voting locations and hours and Election Day Vote Centers.

**SEE ATTACHMENTS ON PAGES 45 - 48**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

8. Consider and possibly approve appointment of Election Judges and Alternate Judges for a term of two years beginning September 1, 2016, from lists submitted by Democratic and Republican Party Chairs pursuant to Election Code 32.002.

**SEE ATTACHMENTS ON PAGES 49 - 52**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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9. Consider and possibly approve appointment of Central Counting Station Manager for the November 8, 2016, General Election.

**SEE ATTACHMENTS ON PAGES 53 - 54**

**Action: TABLED**

10. Consider and possibly approve the appointment of Jeff Ross as Tabulation Supervisor and Paul Helegda as Assistant Tabulation Supervisor for the November 8, 2016, General Election.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

11. Consider and possibly approve, execute, receive and file Joint Election Agreement with the City of Groves for the November 8, 2016, General Election.

**SEE ATTACHMENTS ON PAGES 55 - 66**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

12. Consider and possibly approve, execute, receive and file Joint Election Agreement with Hamshire-Fannett ISD for the November 8, 2016, General Election.

**SEE ATTACHMENTS ON PAGES 67 - 75**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

13. Consider and possibly approve, execute, receive and file Joint Election Agreement with Port Neches-Groves ISD for November 8, 2016, General Election.

**SEE ATTACHMENTS ON PAGES 76 - 82**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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**COUNTY COMMISSIONERS:**

14. Consider, possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Port Arthur Community Development Department authorizing the demolition of property located at 2927 6th Street, Port Arthur, TX.

**SEE ATTACHMENTS ON PAGES 83 - 85**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

15. Consider, possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Port Arthur authorizing the demolition of property located at 811 Stillwell Blvd., Port Arthur, TX.

**SEE ATTACHMENTS ON PAGES 86 - 89**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

16. Consider and possibly approve the appointment of Chad Womack to the Jefferson County Tourism Committee. Appointment by Commissioner Brent Weaver.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

17. Authorize the County Judge to execute a General Land Office Project Cooperation Agreement, CEPRA Project No. 1530

**SEE ATTACHMENTS ON PAGES 90 - 92**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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## **COUNTY TAX ASSESSOR-COLLECTOR:**

18. Receive and file Continuing Education Transcript for Allison Nathan Getz, Jefferson County Tax Assessor-Collector, who has successfully completed the continuing education requirements of Sec. 6.231(d) of the Texas Property Tax Code.

**SEE ATTACHMENTS ON PAGES 93 - 93**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **ENGINEERING:**

19. Execute, receive and file Pipeline Permit 04-P-16 to ExxonMobil Pipeline Company for emergency repair on Erie Street. This project is located in Precinct 4.

**SEE ATTACHMENTS ON PAGES 94 - 103**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **ADDENDUMS**

20. Consider and possibly approve Minor Plat of Steel Painters Industrial Park located in Precinct 4 off of Chance Road (a private road). This property is located within the ETJ of Beaumont and within their 2 mile planning area. The City of Beaumont has cited Local Government Code section 212.004 stating that the tract is greater than 5 acres and is exempt from municipal platting requirements.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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*August 01, 2016*

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

**BUDGET WORKSHOP SCHEDULE  
2016-2017**

**Monday, August 1**

9:30 a.m.      Budget overview  
9:45 a.m.      MIS (1025) Helegda  
10:00 a.m.      County Clerk (1014), Elections Department (1034) Guidry  
10:15 a.m.      Tax (1011) Getz  
10:30 a.m.      Community Supervision (3058) Johnson  
10:45 a.m.      District Clerk (2031) Smith  
11:00 a.m.      Risk Management (1016) Erickson

12:00 p.m. thru 1:30 p.m. Break for Lunch  
1:30 p.m.      Commissioners Court Meeting  
2:00 p.m.      Airport (7091) Rupp  
2:30 p.m.      Visitor Center (8040) Hughes  
2:45 p.m.      Ford Park

**Tuesday, August 2**

9:45 a.m.      Sheriff (3059), Crime Lab (3060), Jail (3062) Woods  
12:00 p.m. – 1:30 p.m. – Break for lunch  
1:30 p.m.      Constable Pet. 1 (3065) White  
1:45 p.m.      Constable Pet. 4 (3068) Trahan  
2:00 p.m.      Constable Pet. 6 (3070) Baker  
2:15 p.m.      Constable Pet. 7 (3071) Greenway

**Wednesday, August 3**

9:45 a.m.      Court Master (2055) - Gist  
10:00 a.m.      60<sup>th</sup> District Court (2034) - Sanderson  
10:15 a.m.      Service Center (8095) - Zurita  
10:30 a.m.      Maintenance – Beaumont (6083) Knight  
10:45 a.m.      District Attorney (2030) Wortham

12:00 p.m. – 1:30 p.m. – Break for lunch

1:30 p.m.      General Services (1024)/Tobacco (125)  
2:00 p.m.      Road & Bridge Precincts  
                    Capital Projects

**Page Two:**  
**Continued Budget Hearings**

**Thursday, August 4**

**Open**

**Friday, August 5**

**Open**

The following departments are not scheduled - No capital other than computers or vehicles and no personnel changes requested. MIS will be asked to make recommendation for Computer requests and Service Center will be asked to make recommendation on vehicle requests. Extra help and/or Travel less than \$3,000 increase and only minor changes to other operating line items:

Engineering	Dispute Resolution
Human Resources	Alternative School
County Judge	Juvenile Probation
Treasurer	Juvenile Detention
Voters Registration	Constable Pct. 2
Jury	Constable Pct. 8
Criminal District Court	Morgue
58 <sup>th</sup> District Court	Agriculture
136 <sup>th</sup> District Court	Health & Welfare I
172 <sup>nd</sup> District Court	Health & Welfare II
252 <sup>nd</sup> District Court	Nurse Practitioner
279 <sup>th</sup> District Court	Child Welfare
317 <sup>th</sup> District Court	Environmental Control
County Court at Law I	Indigent Health
County Court at Law II	Emergency Management
County Court at Law III	Mosquito Control
JP Pct. 1, PI 1	Maintenance – Port Arthur
JP Pct. 1, PI 2	Maintenance – Mid-County
JP Pct.2	Historical Commission
JP Pct. 4	Veterans
JP Pct. 6	Parks
JP Pct. 7	
JP Pct. 8	

**NOTE: TIMES ARE TENTATIVE. YOU MAY WANT TO COME A FEW MINUTES EARLY IN CASE BUDGET HEARINGS ARE MOVING QUICKLY.**

7/27/2016

11

I will file Hallmark will  
RFB request 7818 FM 365  
O

THANK YOU  
John P. Hall

**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	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
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
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
5	19	445 Bass Rd	Beaumont TX	77705	Lot 2 / Hillebrandt Heights Unrec .68 Abst 029300	29.92107	-94.09465		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	\$5.00
9	128	477	Acres	Hillebrandt Beaumont TX	77705	Hillebrandt Acres E15' Lot 14 Block 6 Lot 15 B6 .508 Acres Abstract 029250	29.93119	-94.11267	\$24.00
10	49	492	Bass Rd	Beaumont TX	77705	28 Tr 2 & Hillebrandt 29 Heights Unrec .414 Abstract 029300	29.92014	-94.09386	\$5.00
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
13	118	611	Acres	Hillebrandt 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	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	-94.118	\$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	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, 28, 34 and 43 49 WM Smith 0.58 Loc off of Labelle Rd. Abstract	29.8794	-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	Oak Park Acres Lot 25-A Block 2.50 Acres M Grange Abstract 26 Tract 55	29.93531	-94.10806	\$60.00	Grady A. Taylor
30	132	7806	Hwy 365	Beaumont TX	Tract 4 Block 15 Orange Farms Abstract 048855	29.54785	-94.02711	\$1.00	Eric R. Brode
31	129	7818	Fm 365	Beaumont TX	Tract 3 .803 Acres 15 Orange Farms Abstract 048855	29.54699	-94.0261	\$105.00	Phillip & Lydia Hallmark
32	131	8599	Rd	Hillebrandt Rd	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	Rd	Hillebrandt Rd	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	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	\$4.00	Michael Breland 10171 Baltimore Road Beaumont TX 77705 (409)796-2009 or (409)284-1010
36	109	10191	Baltimore	Beaumont	TX	77705	Lot 2 Block 5 Abstract 029250 Hillebrandt Acres	29.93386	-94.1119	\$7.00	Michael Breland 10171 Baltimore Road Beaumont TX 77705 (409)796-2009 or (409)284-1010
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 Und 1/2 Int 9 3 Country Road Est Sect 3 Abstract	29.93352	-94.11487		None
39	11	11025	Oak Ln	Beaumont	TX	77705	014861 Und Int In .500000 Lots 10, 11, 12 & 13, Block 3, Country Road Estates Section 3	29.92057	-94.09485		None
40	18	11030	Country Lane Rd	Beaumont	TX	77705	20 Hillebrandt 21 Heights Unrec 1.061 Abstract	29.92097	-94.09231	\$5.00	Peggy McClelland
41	3	11034	Kenner Rd	Beaumont	TX	77705	029300 9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961		None
42	13	11037	Hickory Ln	Beaumont	TX	77705					

43	4	11049	Kenner Rd	Beaumont	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	77705	6& 2 7/2 All & Tr 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	77705	14 3 Country Road Est Sect 3 Abstract 014861	29.91994	-94.09397	None	
46	10	11091	Country Lane Rd	Beaumont	77705	21 4 Country Road Est Sect 3 Abstract 014861	29.91977	-94.09359	None	
47	48	11111	Oak Ln	Beaumont	77705	6 7/3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948	None	
48	33	11124	Oak Ln	Beaumont	77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.09518	None	
49	62	11126	Hickory Ln	Beaumont	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.09638	None	
50	57	11134	Kenner Rd	Beaumont	77705	Hillebrandt 14 Heights Unrec 3 Abstract 029300	29.91965	-94.09236	None	
51	28	11158	Hickory Ln	Beaumont	77705	Lt 20 Blk 1 Country Road Est Sec2 Abstract 014853	29.91888	-94.09638	None	
52	27	11174	Hickory Ln	Beaumont	77705	19 1 Country Road Est Sect 2	29.91852	-94.09634	None	
53	35	11180	Country Lane Rd	Beaumont	77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.09405	None	
54	34	11189	Oak Ln	Beaumont	77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.09476	None	
55	44	11189	Country Lane Rd	Beaumont	77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.09333	None	

56	29	11200	Oak Ln	Beaumont TX	22 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	Lot 19, Block 3, County Road Est Sect 3 Abstract 014861	29.91829 -94.09393		None
58	31	11217	Kenner Rd	Beaumont TX	Hillebrandt 1 Heights Unrec 2.80 Abstract 029300	29.91825 -94.09169	\$20.00	John LeBlanc 11249 Kenner Road Beaumont TX 77705 (409)767-1625
59	42	11223	Oak Ln	Beaumont TX	1 3 Country Road Est Sect 1 Abstract 014852	29.91788 -94.09476		None
60	22	11224	Oak Ln	Beaumont TX	20 2 Country Road Est Sect 2 Abstract 014853	29.91789 -94.09526		None
61	53	11232	Country Lane Rd	Beaumont TX	20 3 Country Road Est Sect 1 Abstract 014852	29.91761 -94.09409		None
62	26	11242	Hickory Ln	Beaumont TX	15 16 17 1 Country Road Est Sect 2 Abstract 014853	29.91735 -94.09621		None
63	23	11248	Kenner Rd	Beaumont TX	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	14 1 Country Road Est Sect 2 Abstract 014853	29.91743 -94.09586		None
65	43	11265	Sweetgum Ln	Beaumont TX	1 2 Country Road Est Sect 2 Abstract 014853	29.91804 -94.09477		None
66	24	11276	Sweetgum Ln	Beaumont TX	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	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 Olvera
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 2 1 Tr 2 LIS 6 1 & 5 1/2 Lt 7 1 Trl Country Road Est Sect 1 Abstract	29.91628	-94.09611	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	-94.09622	\$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 Kemner 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) OI 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 Tract 344.808 Acres /47 J	29.87782	-94.15955	None
90	136	17363	Boondocks	Beaumont TX	77705	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	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	Wimme TX	77655	Pt Tract 26509 L Hampshire .48 Acres Abstract 300509, Pt Tract 26509 L Hampshire 10.00 Acres Abstract	29.82147	-94.23495	None
95	106					Part Tract 24509 L Hampshire 1.000 Section 198. B Abstract 300509 & Part Tract 24509 L Hampshire 10.110Sec 198-Babstract			
96	142	19268	Big Hill Rd	Hamshire TX	77705	Tract 8480 T&No 1 Abstract 300480 Lot 8	29.80707	-94.23506	\$1.00 Paul Rush Craigen

97	134	20615	Highway 73	Beaumont TX	77622 49	Tract 49 53 B A Vacou 2,000 Abstract 300053 Lot	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
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	Road	Hillebrandt 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	\$120.00 Lynn Prescott

## LEASE AGREEMENT

**THE STATE OF TEXAS**

§ **PEGGY MCCLENDON**

§

**COUNTY OF JEFFERSON**

§

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 **Peggy McClendon**, 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. **476 Bass Road, Beaumont, TX 77705**, being described as **Tr 3 Hillebrandt 28 Heights Unrec .68 Abstract 029300**.
2. **492 Bass Road, Beaumont, TX 77705**, being described as **28 Tr 2 & Hillebrandt Heights Unrec .414 Abstract 029300**.
3. **11034 Kenner Road, Beaumont, TX 77705**, being described as **20 Hillebrandt 21 Heights Unrec 1.061 Abstract 029300**.

The Lease amount shall be **\$75.00 for five years** (\$15.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Leaseee **SHALL NOT**:

4. Permanently alter the Property without securing the prior written approval of the County;
5. 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;
6. 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.
7. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
8. 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;
9. Permit any camping or commercial use of the Property without first obtaining written consent from the County;

10. 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;
11. 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: **Peggy McClendon, 570 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 PROPERTIES LOCATED AT **476 BASS ROAD, BEAUMONT TX, 77705, 492 BASS ROAD, BEAUMONT TX, 77705, AND 11034 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 **476 BASS ROAD, BEAUMONT TX, 77705, 492 BASS ROAD, BEAUMONT TX, 77705, AND 11034 KENNER ROAD, BEAUMONT TX, 77705.**

UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **PEGGY MCCLENDON.**

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

## LEASE AGREEMENT

**THE STATE OF TEXAS**

**§ ERIC R. BRODE**

**COUNTY OF JEFFERSON**

**§**

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 **Eric R. Brode**, 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. 7818 FM 365, Beaumont TX, 77705, being described as Tract 3 .803 Acres 15 Orange Farms Abstract 048855 (\$1.00/year, \$5.00/5-years)**

The Lease amount shall be **\$5.00 for five years** (\$1.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Leaseee **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: **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

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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 **7818 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 **7818 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

ALLISON NATHAN GETZ  
TAX ASSESSOR-COLLECTOR



TERRY WUENSCHEL  
CHIEF DEPUTY

July 26, 2016

County Judge, Jeff Branick  
Commissioner Pct #1, Eddie Arnold  
Commissioner Pct #2, Brent Weaver  
Commissioner Pct #3, Michael Sinegal  
Commissioner Pct #4, Everette D. Alfred  
Jefferson County  
Beaumont, Texas

Dear Judge & Commissioners:

2015-2016 Budget Transfer Request

I am requesting a budget transfer in the 2015-2016 Tax Office budget for the purchase of a folder/inserter machine.

To: 120-1011-415-6001	Capital – Office Machines	\$38,687
From: 120-1011-415-1002	Salaries & Wages/Assistants & Clerks	\$38,687

Replacement parts for our existing 9-year old machine are obsolete. We have achieved savings in the current Tax Office budget to cover the purchase with a budget transfer. Our need for a new folder/inserter was previously discussed with the court during the 2015 budget workshop.

Thank you for considering this request.

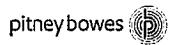
<

Sincerely,

A handwritten signature in black ink, appearing to read "Allison Getz".

ALLISON NATHAN GETZ, PCC, CTOP  
Assessor-Collector of Taxes  
Jefferson County, Texas

ANG:db



## Purchase Agreement/Equipment and Software Maintenance Agreement

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Agreement Number

### Your Business Information

JEFFERSON COUNTY TAX OFC

Full Legal Name of Client / DBA Name of Client	Tax ID # (FEIN/TIN)		
1149 PEARL ST	BEAUMONT	TX	77701-3638
Billing Address : Street	City	State	ZIP+4
Debbie Bevilacqua	4098358466	0012354129	
Billing Contact Name	Billing Contact Phone #	Billing Account #	
1149 PEARL ST	BEAUMONT	TX	77701-3638
Installation Address (if different from billing address) : Street	City	State	ZIP+4
Debbie Bevilacqua	4098358714	0012354129	
Installation Contact Name	Installation Contact Phone #	Installation Account #	
2016-10-24			
PO #	Quote Expiration Date		

### Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	RELAY6000	Relay 6000 Inserting System	PURCHASE	\$ 0.00
1	DITS	DITS Scan Install & Training	PURCHASE	\$ 470.06
1	DITV	DITV-Installation and Training-Stackers	PURCHASE	\$ 185.68
2	F780183	F780183 - Sheet/Flat envelope Tray	PURCHASE	\$ 342.92
2	F780184	F780184 - Insert Tray	PURCHASE	\$ 342.92
1	F790018	F790018 - 18 in. Console Extension	PURCHASE	\$ 309.47
2	F790042-01	Power Cord	PURCHASE	\$ 0.00
1	F7DI	F7DI - Bottom Address Inverter Kit	PURCHASE	\$ 857.31
1	F7SB	F7SB - Barcode Scanning Software	PURCHASE	\$ 1,722.98
1	F7TB	F7TB Tower OMR BC Scan Hardware	PURCHASE	\$ 1,575.90
1	STDLSA	Standard SLA-Equipment Service Agreement (for Relay 6000 Inserting System)	SLA	\$ 3,216.80
1	TI0K	TI0K-Inserter Installation & Training	PURCHASE	\$ 1,137.50
1	TI60	TI60 - Relay 6000 Inserting System	PURCHASE	\$ 26,591.81
1	TIET	TIET - Exit Transport	PURCHASE	\$ 1,668.62
1	TIRE	TIRE - 60 in Table w/Doors	PURCHASE	\$ 2,371.50
1	TIVP	TIVP - Vertical Power Stackers	PURCHASE	\$ 1,109.86

<b>Purchase Total**</b>	\$ 38,686.53
<b>Monthly Total**</b>	\$ 0.00
<b>Annual Total**</b>	\$ 3,216.80

*\*\*Plus applicable taxes which will be applied at the time of billing.*

#### Your Payment Plan

<b>Quarterly Billing Total**</b>		<b>Annual Billing Total**</b>	
Type	Fees	Type	Fees
N/A	N/A	Equipment Maintenance	\$ 3,216.80

#### Tax Exempt

Tax Exempt Certificate Attached  
 Tax Exempt Certificate Not Required  
 Purchase Power® transaction fees included  
 Purchase Power® transaction fees extra

<b>Shipping and Handling</b>	\$ 0.00
------------------------------	---------

*Initial Term : 12 Months*

*\*\*Plus applicable taxes which will be applied at the time of billing.*

#### Your Signature Below

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at [www.pb.com/states/buyboard](http://www.pb.com/states/buyboard) and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at [www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html](http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html). Those additional terms are incorporated by reference.

496-15  
State/Entity's Contract #

Client Signature

Print Name

Title

Date

Email Address

#### Sales Information

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office

NAME

AMOUNT

CHECK NO.

TOTAL

36

## JURY FUND

TRI-CITY COFFEE SERVICE	121.25	423315	
DAWN DONUTS	85.00	423430	
ROAD & BRIDGE PCT.#1			206.25**
AT&T	65.14	423303	
UNITED STATES POSTAL SERVICE	.47	423341	
ROAD & BRIDGE PCT.#2			65.61**
MUNRO'S	17.95	423284	
RITTER @ HOME	50.94	423296	
TACERA	780.00	423310	
MARTIN PRODUCT SALES LLC	5,568.70	423364	
MIKE TRAHAN	10.50	423425	
ROAD & BRIDGE PCT. # 3			6,428.09**
A&B OUTDOOR EQUIPMENT	33.53	423222	
TURBO POWER SYSTEMS	1,728.58	423231	
DYNAMIC POWER SYSTEM, INC.	702.49	423255	
FARM & HOME SUPPLY	13.92	423260	
GULF COAST AUTOMOTIVE, INC.	65.88	423266	
ENTERGY	230.49	423267	
MUNRO'S	38.15	423284	
AT&T	72.59	423303	
STRATTON INC.	67.32	423318	
LOWE'S HOME CENTERS, INC.	10.14	423344	
TRACTOR SUPPLY CO	28.97	423363	
SPURLOCK ROAD VETERINARY CLINIC	98.89	423399	
ACTION OVERHEAD DOOR	189.50	423405	
GCR TIRES & SERVICE	150.00	423418	
MARTIN MARIEETA MATERIALS	414.46	423424	
ROAD & BRIDGE PCT.#4			3,844.91**
CITY OF BEAUMONT - WATER DEPT.	19.03	423247	
ENTERGY	977.75	423267	
M&D SUPPLY	116.60	423279	
MUNRO'S	75.42	423284	
SMART'S TRUCK & TRAILER, INC.	58.48	423302	
BEAUMONT INDEPENDENT SCHOOL	1,141.00	423325	
UNITED STATES POSTAL SERVICE	1.20	423341	
HLAVINKA EQUIPMENT COMPANY	28.51	423369	
INTERSTATE ALL BATTERY CENTER - BMT	558.75	423382	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	31.59	423415	
ENGINEERING FUND			3,008.33**
TACERA	45.00	423311	
UNITED STATES POSTAL SERVICE	3.14	423341	
PARKS & RECREATION			48.14**
AUDILET TRACTOR SALES	230.61	423240	
ENTERGY	349.45	423267	
OIL CITY TRACTORS, INC.	57.40	423287	
LOWE'S HOME CENTERS, INC.	159.15	423344	
GENERAL FUND			796.61**
TAX OFFICE			
PITNEY BOWES, INC.	21.00	423292	
UNITED STATES POSTAL SERVICE	881.01	423341	
ROCHESTER ARMORED CAR CO INC	352.00	423391	
RT LAWRENCE CORPORATION	91.50	423401	
COUNTY HUMAN RESOURCES			1,345.51*
UNITED STATES POSTAL SERVICE	3.99	423341	

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	50.00	423435	53.99*
AUDITOR'S OFFICE			
SOUTHERN COMPUTER WAREHOUSE	38.36	423237	
OFFICE DEPOT	66.45	423286	
UNITED STATES POSTAL SERVICE	3.61	423341	
COUNTY CLERK			108.42*
OFFICE DEPOT	14.39	423286	
UNITED STATES POSTAL SERVICE	303.14	423341	
CONFIRMDELIVERY.COM INC	193.91	423380	
PCM-G	295.20	423381	
RICOH USA INC	277.53	423403	
THOMSON REUTERS-WEST	131.00	423410	
ENDICOTT MICROFILM	1,224.00	423437	
COUNTY JUDGE			2,439.17*
JOHN E MACEY	500.00	423280	
UNITED STATES POSTAL SERVICE	14.32	423341	
JEFF R BRANICK	156.60	423365	
GRACE NICHOLS	500.00	423376	
GRACE NICHOLS	1,200.00	423377	
KATY L DELAHOUSSAYE CORCORAN	500.00	423378	
FRANCES BLAIR BETHEA	500.00	423385	
HARVEY L WARREN III	2,000.00	423386	
GREGORY LAW FIRM	500.00	423396	
THOMSON REUTERS-WEST	116.58	423410	
TARA SHELANDER	500.00	423417	
JAN GIROUARD & ASSOCIATES LLC	200.00	423432	
RISK MANAGEMENT			6,687.50*
UNITED STATES POSTAL SERVICE	10.67	423341	
COUNTY TREASURER			10.67*
OFFICE DEPOT	54.79	423286	
UNITED STATES POSTAL SERVICE	213.32	423341	
PRINTING DEPARTMENT			268.11*
OLMSTED-KIRK PAPER	48.17	423288	
CIT TECHNOLOGY FINANCING SERVICE	499.00	423373	
PURCHASING DEPARTMENT			547.17*
PORT ARTHUR NEWS, INC.	749.33	423293	
UNITED STATES POSTAL SERVICE	17.99	423341	
GENERAL SERVICES			767.32*
CASH ADVANCE ACCOUNT	80.00	423273	
SPINDLETOP MHMR	32,990.75	423277	
OLMSTED-KIRK PAPER	2,340.00	423288	
TIME WARNER COMMUNICATIONS	490.28	423305	
TIME WARNER COMMUNICATIONS	2,442.76	423308	
CROWN CASTLE INTERNATIONAL	1,456.22	423353	
ROCHESTER ARMORED CAR CO INC	3,775.42	423391	
DYNAMEX INC	200.45	423414	
COLIN'S KITCHEN LLC	111.71	423426	
DATA PROCESSING			43,887.59*
SOUTHERN COMPUTER WAREHOUSE	226.69	423237	
CDW COMPUTER CENTERS, INC.	9,114.94	423326	
VERIZON WIRELESS	75.98	423337	
VOTERS REGISTRATION DEPT			9,417.61*
UNITED STATES POSTAL SERVICE	309.25	423341	
ELECTIONS DEPARTMENT			309.25*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	25.91	423341	25.91*
DISTRICT ATTORNEY			
KIRKSEY'S SPRINT PRINTING OFFICE DEPOT	34.30	423276	
TEXAS DISTRICT & COUNTY ATTY ASSN.	1,753.28	423286	
UNITED STATES POSTAL SERVICE	1,575.00	423312	
SETAP	247.76	423341	
REALTIME REPORTING SERVICES INC.	45.00	423374	
	119.50	423394	
DISTRICT CLERK			3,774.84*
SOUTHERN COMPUTER WAREHOUSE OFFICE DEPOT	629.71	423237	
UNITED STATES POSTAL SERVICE	108.55	423286	
	384.77	423341	
CRIMINAL DISTRICT COURT			1,123.03*
GAYLYN COOPER	5,562.50	423226	
THOMAS J. BURBANK, P.C.	4,612.50	423245	
EDWARD B. GRIPON, M.D., P.A.	1,250.00	423265	
NATHAN REYNOLDS, JR.	900.00	423295	
JOHN D WEST	2,000.00	423332	
UNITED STATES POSTAL SERVICE	12.80	423341	
JOEL WEBB VAZQUEZ	900.00	423356	
KIMBERLY R. BROUSSARD	1,261.00	423375	
TERRENCE ALLISON	800.00	423404	
58TH DISTRICT COURT			17,298.80*
UNITED STATES POSTAL SERVICE	.80	423341	
SYLVIA MATTHEWS	91.80	423438	
136TH DISTRICT COURT			92.60*
OFFICE DEPOT	63.73	423286	
252ND DISTRICT COURT			63.73*
TODD W. LEBLANC	800.00	423228	
KEVIN S. LAINE	700.00	423323	
UNITED STATES POSTAL SERVICE	116.18	423341	
CAROLYN WIEDENFELD	800.00	423346	
SUMMER TANNER	1,687.80	423366	
317TH DISTRICT COURT			4,103.98*
UNITED STATES POSTAL SERVICE	.93	423341	
JUDY PAASCH	2,323.90	423360	
JUSTICE COURT-PCT 1 PL 1			2,324.83*
CDW COMPUTER CENTERS, INC.	159.67	423326	
UNITED STATES POSTAL SERVICE	34.64	423341	
JUSTICE COURT-PCT 1 PL 2			194.31*
TEXAS MUNICIPAL COURT - JUSTICE	36.00	423314	
UNITED STATES POSTAL SERVICE	232.50	423341	
JUSTICE COURT-PCT 4			268.50*
CASH ADVANCE ACCOUNT	800.24	423273	
JUSTICE COURT-PCT 6			800.24*
CARPENTER'S TIME CENTER INC.	191.25	423246	
UNITED STATES POSTAL SERVICE	25.13	423341	
JUSTICE COURT-PCT 7			216.38*
AT&T	31.51	423303	
COUNTY COURT AT LAW NO.1			31.51*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT UNITED STATES POSTAL SERVICE	29.28 .80	423286 423341	30.08*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE ANITA U SEPEDA JANSON ELLIOTT BAILEY	9.18 200.00 250.00	423341 423388 423434	459.18*
COUNTY COURT AT LAW NO. 3			
TRAVIS EVANS TERRENCE HOLMES OFFICE DEPOT UNITED STATES POSTAL SERVICE MATUSKA LAW FIRM	550.00 350.00 27.68 10.04 250.00	423258 423271 423286 423341 423416	1,187.72*
COURT MASTER			
VERIZON WIRELESS UNITED STATES POSTAL SERVICE	126.67 2.77	423337 423341	129.44*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE KARA HAWTHORN	8.33 524.22	423341 423395	532.55*
COMMUNITY SUPERVISION			
CDW COMPUTER CENTERS, INC.	869.08	423326	869.08*
SHERIFF'S DEPARTMENT			
SCOTT COMPANY BECKER PRINTING COMPANY, INC. SUNGARD PUBLIC SECTOR OFFICE DEPOT UNITED STATES POSTAL SERVICE CREATIVE PRODUCT SOURCING	29.80 1,434.60 1,864.23 1,163.11 1,020.17 5,176.79	423238 423242 423269 423286 423341 423367	10,688.70*
CRIME LABORATORY			
FISHER SCIENTIFIC W.W. GRAINGER, INC. SWAFS SIRCHIE FINGER PRINT LABORATORIES RDB SERVICES JULIE HANNON DOCTORS EXPRESS ATTAINIT	8,652.88 3.50 575.00 333.85 500.00 600.00 100.00 228.23	423262 423264 423297 423393 423398 423411 423428 423429	10,993.46*
JAIL - NO. 2			
AAA LOCK & SAFE A&A EQUIPMENT HILO 7 O'REILLY AUTO PARTS COBURN'S, BEAUMONT BOWIE (1) ECOLAB W.W. GRAINGER, INC. KAY ELECTRONICS, INC. M&D SUPPLY MCNEILL INSURANCE AGENCY PETTY CASH - SHERIFF'S OFFICE SANITARY SUPPLY, INC. SCOTT EQUIPMENT, INC. SHERWIN-WILLIAMS WILLBANKS & ASSOCIATES WORTH HYDROCHEM ADVANCED SYSTEMS & ALARM SERVICES, UNIVAR USA, INC. UNITED COMMUNICATIONS, INC. LOWE'S HOME CENTERS, INC. AIRGAS SOUTHWEST	47.50 421.00 13.56 25.69 399.90 64.86 310.30 32.07 71.00 889.38 1,817.25 1,624.62 299.64 380.42 327.00 1,750.00 945.40 1,050.00 129.12 362.85	423219 423220 423224 423251 423257 423264 423275 423279 423283 423290 423298 423299 423301 423319 423320 423328 423330 423331 423344 423372	

NAME	AMOUNT	CHECK NO.	TOTAL
FIVE STAR CORRECTIONAL SERVICE	16,804.75	423387	
CONMED INC	251,733.07	423407	
MATERA PAPER COMPANY INC	7,955.44	423409	
THOMSON REUTERS-WEST	4,589.25	423410	
LONE STAR UNIFORMS	313.95	423427	
JUVENILE PROBATION DEPT.			292,358.02*
J WALTER BORDAGES JR PHD	690.00	423244	
FED EX	26.29	423261	
EDWARD B. GRIPON, M.D., P.A.	175.00	423265	
VERIZON WIRELESS	66.90	423337	
UNITED STATES POSTAL SERVICE	12.27	423341	
JUVENILE DETENTION HOME			970.46*
EPS	160.00	423256	
OAK FARM DAIRY	340.56	423322	
CUMMINS SOUTHERN PLAINS	1,573.00	423324	
CHARMTEX INC.	4,535.00	423351	
FLOWERS FOODS	173.42	423354	
ATTABOY TERMITE & PEST CONTROL	80.00	423383	
CONSTABLE PCT 1			6,861.98*
OFFICE DEPOT	447.20	423286	
VERIZON WIRELESS	227.94	423337	
UNITED STATES POSTAL SERVICE	54.39	423341	
CONSTABLE-PCT 2			729.53*
VERIZON WIRELESS	113.97	423337	
CONSTABLE-PCT 4			113.97*
VERIZON WIRELESS	113.97	423337	
CONSTABLE-PCT 6			113.97*
OFFICE DEPOT	124.46	423286	
VERIZON WIRELESS	113.97	423337	
UNITED STATES POSTAL SERVICE	19.53	423341	
CONSTABLE PCT. 7			257.96*
AT&T	31.43	423303	
VERIZON WIRELESS	113.97	423337	
CONSTABLE PCT. 8			145.40*
VERIZON WIRELESS	113.97	423337	
TASER INTERNATIONAL	94.28	423358	
COUNTY MORGUE			208.25*
SALAM INTERNATIONAL	2,028.99	423329	
AGRICULTURE EXTENSION SVC			2,028.99*
TERRIE S. LOONEY	239.22	423221	
OFFICE DEPOT	236.58	423286	
TEXAS PARKS & WILDLIFE DEPARTMENT	53.00	423408	
DAVID OATES	349.89	423433	
HEALTH AND WELFARE NO. 1			878.69*
CLAYBAR FUNERAL HOME, INC.	3,498.00	423249	
COMMUNITY FUNERAL CHAPEL, INC.	3,000.00	423253	
JOURNAL WATCH, INC.	79.50	423274	
AUSTIN CECIL WALKES MD PA	3,245.08	423317	
UNITED STATES POSTAL SERVICE	66.12	423341	
HEALTH AND WELFARE NO. 2			9,888.70*

NAME	AMOUNT	CHECK NO.	TOTAL
NSO - NURSES SERVICE ORGANIZATION	109.00	423223	
AMERICAN ASSOCIATION OF NOTARIES	91.94	423239	
GABRIEL FUNERAL HOME, INC.	1,500.00	423263	
ENTERGY	72.29	423268	
JOURNAL WATCH, INC.	79.50	423274	
OFFICE DEPOT	138.56	423286	
AT&T	31.51	423303	
AUSTIN CECIL WALKES MD PA	3,245.08	423317	
MCKESSON MEDICAL-SURGICAL INC	86.77	423327	
SAM'S CLUB DIRECT	15.92	423402	
NURSE PRACTITIONER			5,370.57*
GEORGE V. ZUZUKIN, M.D.	1,000.00	423232	1,000.00*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	533.35	423342	
SEARS COMMERCIAL CREDIT	100.00	423343	633.35*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	250.30	423286	
TEXAS ENVIRONMENTAL HEALTH ASSN.	700.00	423313	950.30*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY MIDCOUNTY	34.69	423397	
CARDINAL HEALTH 110 INC	71,844.37	423412	71,879.06*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	423338	150.00*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	108.00	423225	
JOHNSTONE SUPPLY	488.97	423230	
CITY OF BEAUMONT - WATER DEPT.	16,545.13	423247	
ENTERGY	42,543.07	423267	
SANITARY SUPPLY, INC.	502.77	423298	
AT&T	5,104.22	423303	
BAKER DISTRIBUTING COMPANY	628.78	423352	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	423413	
MAINTENANCE-PORT ARTHUR			88,608.70*
CITY OF PORT ARTHUR - WATER DEPT.	804.10	423248	
AT&T	1,347.36	423303	
TEXAS GAS SERVICE	316.00	423350	
IMPACT PLUMBING COMPANY	701.00	423362	
SUPPLYWORKS	1,154.69	423422	
MAINTENANCE-MID COUNTY			4,323.15*
JOHNSTONE SUPPLY	5.44	423230	
COBURN'S GROVES (5)	133.02	423252	
SANITARY SUPPLY, INC.	90.78	423298	
ACE IMAGEWEAR	58.23	423300	
SERVICE CENTER			287.47*
SPIDLE & SPIDLE	9,843.48	423229	
MUNRO'S	39.45	423284	
PHILPOTT MOTORS, INC.	53.93	423291	
JEFFERSON CTY. TAX OFFICE	7.50	423334	
JEFFERSON CTY. TAX OFFICE	7.50	423335	
JEFFERSON CTY. TAX OFFICE	7.50	423336	
THE FRONT END SHOP	79.95	423349	
BUMPER TO BUMPER	146.00	423357	
SPANKY'S WRECKER SERVICE INC	150.00	423400	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	899.00	423415	
BOUDREAU'S TRUCK & TRAILER REPAIR	2,073.11	423431	
VETERANS SERVICE			13,307.42*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	3.25	423341	
HILARY GUEST	114.26	423348	
			117.51**
MOSQUITO CONTROL FUND			622,234.63**
GREYHOUND PACKAGE EXPRESS	39.70	423233	
MUNRO'S	75.70	423284	
TIME WARNER COMMUNICATIONS	75.81	423306	
CROP PRODUCTION SERVICES	7,272.00	423379	
LATERAL ROADS- PRECINCT 4			7,463.21**
MARTIN MARIEETA MATERIALS	178.92	423424	
J.C. FAMILY TREATMENT			178.92**
JUDY PAASCH	31.63	423359	
JUDY PAASCH	50.00	423360	
			81.63**
SECURITY FEE FUND			
IDENTISYS	421.86	423370	
LAW LIBRARY FUND			421.86**
LEXISNEXIS MATTHEW BENDER	992.71	423345	
THOMSON REUTERS-WEST	2,559.17	423410	
			3,551.88**
EMPG GRANT			
VERIZON WIRELESS	7.92	423338	
JUVENILE PROB & DET. FUND			7.92**
VERIZON WIRELESS	32.94	423337	
GRANT A STATE AID			32.94**
VERIZON WIRELESS	32.20	423337	
YOUTH ADVOCATE PROGRAM	4,280.18	423371	
			4,312.38**
COMMUNITY SUPERVISION FND			
FRED PRYOR SEMINARS & CAREER TRACK	99.00	423294	
TEXAS PROBATION ASSOCIATION	450.00	423309	
VERIZON WIRELESS	121.26	423337	
UNITED STATES POSTAL SERVICE	55.75	423341	
JCCSC	350.00	423392	
			1,076.01**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	716.88	423227	
BELL'S LAUNDRY	1,274.33	423243	
ENTERGY	1,637.63	423267	
ISI COMMERCIAL REFRIGERATION	1,706.00	423272	
LUBE SHOP	44.48	423278	
M&D SUPPLY	97.05	423279	
MARKET BASKET	32.67	423281	
KIM MCKINNEY, LPC, LMFT	150.00	423282	
OFFICE DEPOT	293.46	423286	
SYSSCO FOOD SERVICES, INC.	1,390.49	423304	
TIME WARNER COMMUNICATIONS	32.74	423307	
BURT WALKER PARTNERS, LTD	4,500.00	423316	
VERIZON WIRELESS	32.20	423337	
BEN E KEITH FOODS	1,513.26	423355	
ROCHESTER ARMORED CAR CO INC	114.75	423391	
SAM'S CLUB DIRECT	51.99	423402	
GLOBAL TEL*LINK CORP	1,000.00	423420	
BARBARA'S NURSING SERVICES	330.00	423439	
COMMUNITY CORRECTIONS PRG			14,917.93**

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY	45.84	423279	45.84**
LAW OFFICER TRAINING GRT			
BEAUMONT POLICE DEPARTMENT	364.65	423241	364.65**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	11,407.14	423326	
UNITED STATES POSTAL SERVICE	.40	423341	11,407.54**
DARE CONTRIBUTIONS FUND			
CREATIVE PRODUCT SOURCING	2,498.99	423367	2,498.99**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	189.95	423337	189.95**
HOTEL OCCUPANCY TAX FUND			
ALL STAR PLUMBING	145.00	423236	
M&D SUPPLY	57.68	423279	
MUNRO'S	218.50	423284	
TRI-CITY COFFEE SERVICE	100.00	423315	
VERIZON WIRELESS	37.99	423337	
LA RUE ROUGEAU	65.34	423368	
SAM'S CLUB DIRECT	48.78	423402	673.29**
CAPITAL PROJECTS FUND			
SHEPLEY BULFINCH	3,743.47	423423	3,743.47**
AIRPORT FUND			
HILO / O'REILLY AUTO PARTS	15.27	423224	
SPIDLE & SPIDLE	682.04	423229	
SUPERIOR TIRE & SERVICE	684.40	423234	
TEEX	1,450.00	423235	
OIL CITY TRACTORS, INC.	87.25	423287	
SANITARY SUPPLY, INC.	275.52	423298	
BUBBA'S AIR CONDITIONING	4,600.00	423321	
E. SULLIVAN ADVERTISING & DESIGN	7,040.00	423333	
VERIZON WIRELESS	75.98	423337	
MR. ROOTER PLUMBING	156.23	423339	
UNITED STATES POSTAL SERVICE	2.33	423341	
LOWE'S HOME CENTERS, INC.	26.55	423344	
HAGEMEYER NORTH AMERICA, INC.	1,050.58	423347	
UNIFIRST HOLDINGS INC	117.95	423384	
ADVANCE AUTO PARTS	8.27	423406	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	423413	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	538.52	423415	
EASTERN AVIATION FUELS INC	27,071.98	423419	
SURVIVAL AIR SYSTEMS	164.67	423421	
SUPPLYWORKS	469.28	423422	48,857.04**
AIRPORT IMPROVE. GRANTS			
TOLUNAY-WONG ENGINEERS INC	2,270.00	423389	2,270.00**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	109,075.87	423390	109,075.87**
SETEC FUND			
INDUSTRIAL TRANSPORTATION WASTE LLC	940.00	423436	940.00**
WORKER'S COMPENSATION FD			
TRISTRAR RISK MANAGEMENT	7,070.26	423361	7,070.26**
SHERIFF'S FORFEITURE FUND			

NAME

AMOUNT

CHECK NO.

TOTAL

THE EXAMINER RONALD L. HOBBS	19.00 659.00	423259 423270	678.00**
PAYROLL FUND			
JEFFERSON CTY. TREASURER	17,179.61	423205	
INTERNAL REVENUE SERVICE	475.00	423206	
JEFFERSON CTY. TREASURER	457,164.22	423207	
JEFFERSON CTY. TREASURER	30.00	423208	
JEFFERSON CTY. TREASURER	1,743,691.30	423209	
JEFFERSON CTY. TREASURER	654,539.53	423210	
JEFFERSON CTY. TREASURER	300.00	423211	
JEFFERSON CTY. TREASURER	607,628.08	423212	
TENNESSEE CHILD SUPPORT	115.38	423213	
SBA - U S DEPARTMENT OF TREASURY	168.49	423214	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	423215	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	423216	
BELINDA M ZURITA	230.77	423217	
UNITED STATES TREASURY	2,446.30	423218	
CNTY & DIST COURT TECH FD			3,484,135.76**
VERIZON WIRELESS	227.94	423337	227.94**
MARINE DIVISION			
COASTAL WELDING SUPPLY	121.44	423250	
COTTON CARGO	963.60	423254	
ASAP - CONSTABLE PCT 8			1,085.04**
TASER INTERNATIONAL	424.24	423358	
			424.24**
			4,342,365.13***

**ORDER OF GENERAL ELECTION  
(ORDEN DE ELECCION GENERAL)**

An election is hereby ordered to be held on November 8, 2016, in Jefferson County, Texas, for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution:

(Por la presente se ordena que se lleve a cabo una elección el dia 8<sup>th</sup> de Noviembre, 2016, en el Condado de Jefferson, Texas, con el propósito de elegir los siguientes officials del condado y del precinto como requerido por el Articulo XVI, Sección 65, de la Constitución de Texas:)

(List Offices) ( Enúmere los puestos officials)

Judge, County Court at Law No. 2, Unexpired Term  
(Juez, Corte de Ley del Condado Núm. 2, Duración Restante del Cargo)

Sheriff  
(Sherife)

County Tax Assessor-Collector  
(Asesor-Colector de Impuestos del Condado)

County Commissioner, Precinct No. 1  
(Comisionado del Condado, Precinto Núm. 1)

County Commissioner, Precinct No. 3  
(Comisionado del Condado, Precinto Núm. 3)

Justice of the Peace, Precinct No. 1, Place 1  
(Juez de Paz, Precinto Núm. 1, Lugar 1)

Constable, Precinct No. 1  
(Condestable, Precinto Núm. 1)

Constable, Precinct No. 2  
(Condestable, Precinto Núm. 2)

Constable, Precinct No. 4  
(Condestable, Precinto Núm. 4)

Constable, Precinct No. 6  
(Condestable, Precinto Núm. 6)

Constable, Precinct No. 7  
(Condestable, Precinto Núm. 7)

Constable, Precinct No. 8  
(Condestable, Precinto Núm. 8)

## Location of Election Day Polling Places (Ubicación de las casillas electorales el Día de Elección)

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station **	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library **	5600 W. Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building **	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705

\*\*Location Change (*el cambio de ubicación*)

**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR  
November 8, 2016, GENERAL AND JOINT ELECTIONS**  
**(Aviso de locales y horario para elecciones adelantadas de Noviembre 8, 2016)**  
**Elecciones Generales y Conjunta)**

Early Voting by personal appearance will be conducted each weekday at:  
 (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votación Adelantada):

Beaumont Courthouse-Main location  
 Port Arthur Sub-Courthouse  
 Rogers Park Recreation Center  
 Port Arthur Public Library  
 Theodore Johns Library  
 John Paul Davis Community Center  
 Marion & Ed Hughes Public Library  
 Groves Recreation Center  
 Effie & Wilton Hebert Library

1001 Pearl St., Beaumont, Texas  
 525 Lakeshore Dr., Port Arthur, Texas  
 6540 Gladys, Beaumont, Texas  
 4615 Ninth Ave, Port Arthur, Texas  
 4255 Fannett Rd., Beaumont, Texas  
 3580 E Lucas, Beaumont, Texas  
 2715 Nederland Ave., Nederland, Texas  
 6150 39<sup>th</sup> Street, Groves, Texas  
 2025 Merriman St., Port Neches, Texas

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones):

October 24 - 28 (Octubre 24 - 28)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 29 (Octubre 29)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
October 30 (Octubre 30)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
October 31 – November 4 (Octubre 31- Noviembre 4)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

**Jefferson Co. J.P. Pct 4 Bldg**  
 (Judge Chesson's Courtroom)  
**Precinct One Service Center**

**19217 FM 365, Beaumont, Texas**

**1201 W. Hwy. 90, China, Texas**

October 29 (Octubre 29)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
October 30 (Octubre 30)	Sunday (Domingo)	<b>closed Sunday</b>
October 31 – November 4 (Octubre 31- Noviembre 4)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

Application for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

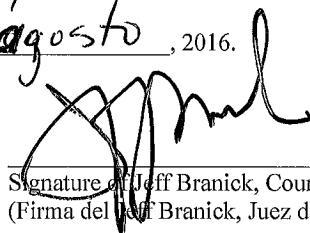
Carolyn L. Guidry  
P.O. Box 1151  
Beaumont, TX 77704-1151

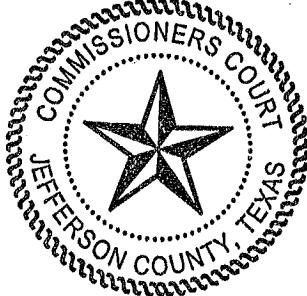
Application for ballot by mail must be received no later than the close of business on October 28, 2016.  
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el 28 de Octubre, 2016)

Federal postcard applications must be received no later than the close of business on October 28, 2016.  
(La tarjeta Federal de solicitud deberán recibirse no más tardar de las horas de negocio el 28 de Octubre, 2016)

Issued this 15 day of August, 2016.

(Emitada esta dia 15 de agosto, 2016.)

  
Signature of Jeff Branick, County Judge  
(Firma del Jeff Branick, Juez del Condado)



**List of Proposed Democratic Election Judges**  
**2016-2018**

49  
UPDATED 7/26/2016

Vote		County Comm.	Centers	Location		
Precincts	Precincts					
<b>Bmt. West End</b>						
1	1-1	Amelia Elementary	DJ	Kerry	Ehrensberger	8735 OVERHILL LANE
1	1-2	Beaumont Municipal Airport	DJ	Sandra	Jackson-Moore	9530 Shepherd
1	1-3	Bevil Oaks Civic Center	DJ	Mildred	Moss	13560 WAYSIDE DR.
1	1-4	BISD Admin Bldg	DJ	Mac	English	9605 Meadowbrook
1	1-5	Calvary Baptist Church	DJ	Phyllis Sue	Ramirez	545 Longmeadow St.
1	1-6	Dishman Elementary	DJ	Edwin	Bearb	7455 PRESTWICK CIR.
1	1-7	O.C. Mike Taylor Career Ctr.	DJ	Paula	Moore	3015 S. Willowwood
1	1-8	Pct. One Service Center	DJ	Carolyn	Hardy	P.O. Box 522
1	1-9	Rogers Park Community Center-1	DJ	William	Bostic	6255 Etta Ln.
1	1-9	Rogers Park Community Center-2	DJ	David	James	9465 Riggs
1	1-10	Roy Guess Elementary	DJ	Deborah	Celestine	4950 RICHARD
<b>Mid County</b>						
2	2-1	Hebert Library	DJ	Melissa	Zambrano	5027 7th St.
2	2-2	Central Gardens Fire Station	DJ	Ella Faye	Woodsmall	10866 Mahon Rd.
2	2-3	Groves Public Library	DJ	Linda	Polidore-Ballou	901 W. 7th St.
2	2-4	Nederland City Hall	DJ	Ron	Campbell	101 Dodge Pl.
2	2-5	Jerry Ware Airport	DJ	Mike	Wick	6315 Friartuck Lane
2	2-6	JP4 BLDG	DJ	Alberta	Jones	10033 Brooks Rd.
2	2-7	Labelle-Fannett VFD	DJ	Rosemary	Martin	215 JOSEPH ST.
2	2-8	Marion and Ed Hughes Public Library-1	DJ	Lorena	Jerry	748 E. 9th ST.
2	2-8	Marion and Ed Hughes Public Library-2	DJ	Lynell	Landry	716 Sierra Circle
2	2-9	Port Neches City Hall	DJ	Robert	Pinkney	3731 Blackberry Ln.
2	2-10	Groves Activity Center	DJ	Melba	LeDoux	3124 High St.
<b>South County</b>						
3	3-1	DeQueen Elementary	DJ	Artemus	Hancock	2165 Cashmere Ave.
3	3-2	El Vista Community Ctr.	DJ	Cheryl	Freeman	331 LINKWOOD ST.
3	3-3	Jefferson Co. Sub-Courthouse	DJ	Vernice	Moore	1219 EAST 9TH
3	3-4	Memorial 9th Grade Academy	DJ	Edmonia	Henderson	2209 ROBINHOOD DR.
3	3-5	O.W. Collins Apartments	DJ	Doris	Rogers	525 Sabine
3	3-6	Port Arthur Library-1	DJ	Ida	Davis	6217 MADISON
3	3-6	Port Arthur Library-2	DJ	Elizabeth	Kiel	4025 42nd St.
3	3-7	Port Arthur Recreation	DJ	Gwendolyn	Blake	1041 W 14TH STREET
3	3-8	R.L. Gabby Eldridge Center	DJ	Mary	Joseph	2137 Cashmere Dr.
3	3-9	Travis Elementary	DJ	Craig	Guidry	1525 W 5th St
3	3-10	Willie Ryman III Community Ctr	DJ	Harold	Joseph	2137 Cashmere
<b>Bmt. East &amp; South End</b>						
4	4-1	Alice Keith	DJ	Charlie	Mingo	1425 PIPKIN
4	4-2	Charlton Pollard Elementary	DJ	Brenda	Greene	1825 Brooklyn St.
4	4-3	Dr. Mae Jones Clark Elementary	DJ	Jerrie	Mathis	3730 Acorn Circuit
4	4-4	Hamshire Community Bldg.	DJ	Saundra	Daniel	P. O. BOX 303
4	4-5	Jefferson County Courthouse	DJ	Janet	Sterling	1380 Aggie Dr.
4	4-6	MLK Middle	DJ	Kimberly	Lewis	2335 ROBERTS
4	4-7	John Paul Davis Community Center-1	DJ	Connie	Patterson	P.O. Box 6382
4	4-7	John Paul Davis Community Center-2	DJ	Herman	Granger	3760 Robinson St.
4	4-8	Precinct 4 Service Center	DJ	Donna	Guillory	3498 Edmonds
4	4-9	Sterling Pruitt Center	DJ	Katherine	Campbell	1067 WEISS
4	4-10	Theodore Johns Library-1	DJ	Sam	Peterson	4245 CADILLAC
4	4-10	Theodore Johns Library-2	DJ	Edward	Clark	3190 Elinor St.

**Central Counting Station**    **DJ James Monroe**    **2149 Orange Acres**    **Groves, TX 77619**

**List of Proposed Republican Judges**  
**2016-2018**

50  
UPDATED 7/26/2016

County Precincts	Location					
<b>Bmt. West End</b>						
1 1-1	Amelia Elem	RJ	Jon	Tritsch	1007 Park Medow Dr.	Beaumont, TX 77706
1 1-2	Beaumont Municipal Airport	RJ	Karen	Arrington	1348 Moore Rd	Beaumont, TX 77713
1 1-3	Bevil Oaks Civic Center	RJ	Mabel	Matthews	13365 River Oaks	Beaumont, TX 77713
1 1-4	BISD Admin Bldg	RJ	Grace	Gearinger	3410 Avalon Ave.	Beaumont, TX 77706
1 1-5	Calvary Baptist Church	RJ	Eugene	Walton	5775 Derby Lane	Beaumont, TX 77706
1 1-6	Dishman Elementary	RJ	Paul	Noyola	8120 Quail Hollow Dr.	Beaumont, TX 77706
1 1-7	O.C. Mike Taylor Career Ctr.	RJ	Nancy	Dickey	3410 Redwood Dr.	Beaumont, TX 77703
1 1-8	Pct. One Service Center	RJ	Susan	Tindall	1077 Louisiana St	Nome, TX 77629
1 1-9	Rogers Park Community Center-1	RJ	Joan	Yates	6252 Afton Ln	Beaumont, TX 77706
1 1-9	Rogers Park Community Center-2	RJ	Gerald	Bob	5900 Hummingbird Ln	Beaumont, TX 77713
1 1-10	Roy Guess Elementary	RJ	Donna	Gabrysch	4460 Pebble Beach Dr	Beaumont, TX 77707
<b>Mid County</b>						
2 2-1	Hebert Library	RJ	Gwen	Reck	2602 Highland Blvd.	Nederland, TX 77627
2 2-2	Central Gardens Fire Station	RJ	Aaron	Kelley	1415 Lamar St	Nederland, TX 77627
2 2-3	Groves Elementary	RJ	Blaine	Hall	2301 Rosedale	Port Arthur, TX 77642
2 2-4	Nederland City Hall	RJ	Linda	Sherman	3608 Ave F	Nederland, TX 77627
2 2-5	Jerry Ware Airport	RJ	April	Hawkins	2726 Marilyn Ln	Port Neches, Tx 77651
2 2-6	JP4 BLDG	RJ	Elizabeth	Leslie	23469 Burrel Wingate Rd	Beaumont, TX 77705
2 2-7	Labelle-Fannett VFD	RJ	Ruth	Sherman	22300 FM 365	Beaumont, TX 77705
2 2-8	Marion and Ed Hughes Public Library-1	RJ	Lanora	Read	2606 9th St	Port Neches, Tx 77651
2 2-8	Marion and Ed Hughes Public Library-2	RJ	Craig	Lege	6867 Howe	Groves TX 77619
2 2-9	Port Neches City Hall	RJ	Everett	Culver	714 Wood St.	Port Neches, Tx 77651
2 2-10	West Groves Education Ctr.	RJ	Nola	Hall	2301 Rosedale	Port Arthur, TX 77642
<b>South County</b>						
3 3-1	DeQueen Elementary	RJ	Larry	Ward	3741 Blackberry Lane	Port Arthur, TX 77642
3 3-2	El Vista Community Ctr.	RJ	Wilton	Johnson	6815 Tallow Dr	Beaumont, TX 77713
3 3-3	Jefferson Co. Sub-Courthouse	RJ	Debra	Henton	3849 Cobblestone Lane	Port Arthur, TX 77642
3 3-4	Memorial 9th Grade Academy	RJ	Robert	Withrow	2602 Highland Blvd.	Nederland, TX 77627
3 3-5	O.W. Collins Apartments	RJ	Matthew	Hall	2301 Rosedale	Port Arthur, TX 77642
3 3-6	Port Arthur Library-1	RJ	Louise	Jeter	5301 Garfield Ave	Groves, TX 77619
3 3-6	Port Arthur Library-2	RJ	Ronald	Arrington	5540 Gulf Ave.	Groves, TX 77619
3 3-7	Port Arthur Recreation	RJ	Heidi	Zech	4424 Sherylwold Ct	Port Arthur, TX 77642
3 3-8	R.L. Gabby Eldridge Center	RJ	Jeanene	Ebeling	2464 63rd St.	Port Arthur, TX 77640
3 3-9	Travis Elementary	RJ	Bobby	Simon	208 Hill Terrace Dr.	Nederland, TX 77627
3 3-10	Willie Ryman III Community Ctr	RJ	Janice	Morse	3901 8th Ave	Port Arthur, TX 77642
<b>Bmt. East &amp; South End</b>						
4 4-1	Alice Keith	RJ	Judy	Richardson	9349 Gross St.	Beaumont, TX
4 4-2	Charlton Pollard Elementary	RJ	Kim	Taylor	7010 Killarney Drive	Beaumont, TX 77706
4 4-3	Dr. Mae Jones	RJ	Dana	Andrews	2810 Tenaha	Beaumont, TX 77703
4 4-4	Hamshire Community Bldg.	RJ	Beth	Craigen	6743 Wilford Rd.	Beaumont, TX 77705
4 4-5	Jefferson County Courthouse	RJ	Michelle	Bush	4010 Inez	Beaumont, TX 77705
4 4-6	MLK Middle	RJ	John	Miller	236 Ridgeland	Beaumont, TX 77706
4 4-7	John Paul Davis Community Center-1	RJ	Linda	Dousay	7487 Shady Lane	Beaumont, TX 77713
4 4-7	John Paul Davis Community Center-2	RJ	Deborah	Wozniak	395 Georgetown	Beaumont, TX 77707
4 4-8	Precinct 4 Service Center	RJ	Wanda	Leonard	9665 Broun	Beaumont, TX 77707
4 4-9	Sterling Pruitt Center	RJ	Sam	Moffit	9461 N. Garden Dr.	Beaumont, TX 77705
4 4-10	Theodore Johns Library-1	RJ	Jean	Baradar	5345 Fannett Rd	Beaumont, TX 77705
4 4-10	Theodore Johns Library-2	RJ	Amon	Baradar	5345 Fannett Rd	Beaumont, TX 77705

**Central Counting Station**

**RJ Julian Lightfoot**

**2050 88 Circle**

**Beaumont, TX 77707**

**ARJ Wayne Ocio**

**312 N. 24th St.**

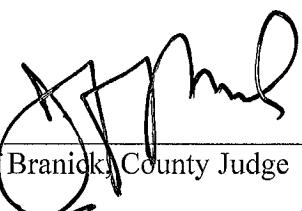
**Nederland, TX 77627**

(1) Precinct	(2) Polling Location	(6) Judge Party	(7) Judge Name	(8) Judge Address	(9) Judge City, State, Zip	(17) Alternate Judge Party	(18) Alternate Judge Name	(19) Alternate Judge Address	(20) Alternate Judge City, State, Zip
1-1	Amelia Elementary School	Democrat	KERRY EHRENSINGER	8735 OVERHILL LANE	BEAUMONT, TX 77707	Republican	Jon Tritsch	1007 Park Meadow Dr.	Beaumont, TX 77706
1-2	Beaumont Municipal Airport	Republican	Karen Arrington	1348 Moore Rd	Beaumont, TX 77713	Democrat	SANDRA JACKSON-MOORE	9530 Shepherd	BEAUMONT, TX 77707
1-3	Bevil Oaks Civic Center	Republican	Maria Matthews	13365 River Oaks	Beaumont, TX 77713	Democrat	MILDRED MOSS	13560 WAYSIDE DR.	BEVIL OAKS, TX 77713
1-4	BISD Administration Building	Republican	Grace Gearinger	3410 Eyalon Ave.	Beaumont, TX 77706	Democrat	MAC ENGLISH	9600 Meadowbrook Dr.	Beaumont, TX 77706
1-5	Calvary Baptist Church	Republican	Eugene Walton	5775 Derby Lane	Beaumont, TX 77706	Democrat	Phyllis Sue Ramirez	545 Longmeadow St.	Beaumont, TX 77707
1-6	Dishman Elementary	Republican	Paul Noyola	8120 Quail Hollow Dr.	Beaumont, TX 77706	Democrat	EDWIN BEARS	7455 PRESTWICK CIR.	BEAUMONT, TX 77707
1-7	O.C. Mike Taylor Career Center	Democrat	PAULA MOORE	3015 S. Willowwood	Beaumont, TX 77703	Republican	Nancy Dickey	3410 Redwood Dr.	Beaumont, TX 77703
1-8	Precinct 1 Service Center	Republican	Susan Tindall	1077 Louisiana St	Nome, TX 77629	Democrat	Carolyn Hardy	P.O. Box 522	China, TX 77613
1-9	Rogers Park Community Center -Group 1	Republican	Joan Yates	6252 Afton Ln	Beaumont, TX 77706	Democrat	WILLIAM BOSTIC	6255 Etta Ln.	Beaumont, TX 77707
1-9	Rogers Park Community Center -Group 2	Republican	Gerald Bob	5900 Hummingbird Ln	Beaumont, TX 77713	Democrat	DAVID JAMES	9465 Riggs	Beaumont, TX 77707
1-10	Roy Guess Elementary	Democrat	DEBORAH CELESTINE	4950 RICHARD	BEAUMONT, TX 77708	Republican	Donna Gabrysich	4460 Pebble Beach Dr	Beaumont, TX 77707
2-1	Hebert Library	Republican	Gwen Reck	2602 Highland Blvd.	Nederland, TX 77627	Democrat	Melissa Zambrano	5027 7th St.	Port Arthur, TX 77642
2-2	Central Gardens Fire Station ***	Republican	Aaron Kelley	1415 Lanier St	Nederland, TX 77627	Democrat	Faye Woodmall	10866 Mahon Rd.	Beaumont, TX 77705
2-3	Groves Public Library ***	Republican	Blaine Hall	2301 Rosedale	Port Arthur, TX 77642	Democrat	Linda Polidore-Ballou	901 W. 7th St.	Port Arthur, TX 77640
2-4	Nederland City Hall	Republican	Linda Sherman	3608 Ave F	Nederland, TX 77627	Democrat	Ron Campbell	101 Dodge Pl.	Port Arthur, TX 77642
2-5	Jerry Ware Airport Terminal	Republican	April Hawkins	2726 Marilyn Ln	Port Neches, TX 77651	Democrat	MIKE WICK	6315 Friar Tuck Ln.	Beaumont, TX 77707
2-6	JP 4 BLDG	Republican	Elizabeth Leslie	23469 Burrell Wingate Rd	Beaumont, TX 77705	Democrat	ALBERTA JONES	10033 Brooks Rd.	Beaumont, TX 77713
2-7	Labelle-Fannett VFD	Republican	Ruth Sherman	22300 FM 365	Beaumont, TX 77705	Democrat	ROSEMARY MARTIN	215 JOSEPH ST.	BEAUMONT, TX 77705
2-8	Marion & Ed Hughes Public Library - Group 1	Republican	Landra Read	2606 9th St	Port Neches, Tx 77651.	Democrat	Lorena Jerry	748 E. 9th St.	Port Arthur, TX 77640
2-8	Marion & Ed Hughes Public Library - Group 2	Republican	Craig Legge	6867 Howe	Groves TX 77619	Democrat	Lynell Landry	716 Sierra Ct.	Port Neches, Tx 77651
2-9	Port Neches City Hall	Republican	Everett Culver	714 Wood St.	Port Neches, Tx 77651.	Democrat	Robert Pinkney	3731 Blackberry Ln.	Port Arthur, TX 77642
2-10	Groves Activity Building***	Republican	Nola Hall	2301 Rosedale	Port Arthur, TX 77642	Democrat	Melba LeDoux	3124 High St.	Groves, TX 77619
3-1	DeQueen Elementary	Democrat	Artemus Hancock	2165 Cashmere Ave.	PORT ARTHUR, TX 77640	Republican	Larry Ward	3741 Blackberry Lane	Port Arthur, TX 77642
3-2	El Vistia Community Center	Democrat	CHERYL FREEMAN	331 LINWOOD ST.	PORT ARTHUR, TX 77640	Republican	Wilton Johnson	6815 Tallow Dr	Beaumont, TX 77713
3-3	Jefferson County Sub-Courthouse	Democrat	VERNICE MOORE	1219 EAST 9TH	PORT ARTHUR, TX 77640	Republican	Debra Henton	3849 Cobblestone Lane	Port Arthur, TX 77642
3-4	Memorial 9th Grade Academy	Republican	Robert Withrow	2602 Highland Blvd.	Nederland, TX 77627	Democrat	Edmonia Henderson	2209 Robinhood Dr.	Port Arthur, TX 77640
3-5	O W COLLINS RETIREMENT CENTER	Democrat	Doris Rogers	515 Sabine Ave.	Port Arthur, TX 77642	Republican	Matthew Hall	2301 Rosedale	Port Arthur, TX 77642
3-6	Port Arthur Public Library -Group 1	Democrat	IDA DAVIS	6217 MADISON	GROVES, TX 77619	Republican	Louise Jeter	5301 Garfield Ave	Groves, TX 77619
3-6	Port Arthur Public Library -Group 2	Democrat	ELIZABETH KIEL	4025 - 42nd St.	Port Arthur, TX 77642	Republican	Ronald Arrington	5540 Gulf Ave.	Groves, TX 77619
3-7	Port Arthur Recreation Center	Democrat	Gwendolyn BLAKE	1041 W. 14TH STREET	PORT ARTHUR, TX 77640	Republican	Heidi Zech	4424 Sherrywood Ct	Port Arthur, TX 77642
3-8	R.L. Gable Eldridge Center	Republican	Jeannine Ebeling	2464 63rd St.	Port Arthur, TX 77640	Democrat	Mary Joseph	2137 Cashmere Dr.	Port Arthur, TX 77640
3-9	Travis Elementary	Democrat	CRAIG GUIDRY	1525 West 5th St.	PORT ARTHUR, TX 77640	Republican	Bobby Simon	208 Hill Terrace Dr.	Nederland, TX 77627
3-10	Willie Ryman III Community Center	Democrat	Harold Joseph	2137 Cashmere	PORT ARTHUR, TX 77640	Republican	Janice Morse	3901 8th Ave	Port Arthur, TX 77642
4-1	Alice Keith Park Recreation Center	Democrat	CHARLIE MINGO	1425 PIPKIN	BEAUMONT, TX 77705	Republican	Judy Richardson	9349 Gross St.	Beaumont, TX
4-2	Charlton-Pollard Elementary	Democrat	Brenda Greene	3255 Worcester St.	Beaumont, TX 77705	Republican	Kim Taylor	7010 Killarney Drive	Beaumont, TX 77706
4-3	Dr. Mae Jones-Clark Elementary	Democrat	Jerrie Mathis	3730 Acorn Circuit	Beaumont, TX 77703	Republican	Dana Andrews	2810 Tenaha	Beaumont, TX 77703
4-4	Hanshrie Community Building	Republican	Beth Craiggen	6743 Wilford Rd.	Beaumont, TX 77705	Democrat	SAUNDRA DANIEL	P. O. BOX 303	HANSHRIE, TX 77622
4-5	Jefferson County Courthouse	Democrat	Janet Sterling	1380 Agie Dr.	Beaumont, TX 77713	Republican	Michelle Bush	4010 Inez	Beaumont, TX 77705
4-6	MLK Middle School	Democrat	KIMBERLY LEWIS	2335 Roberts	BEAUMONT, TX 77701	Republican	John Miller	236 Ridgeland	Beaumont, TX 77706
4-7	John Paul Davis Community Center - Group 1	Democrat	Connie Patterson	P.O. Box 6382	BEAUMONT, TX 77725	Republican	Linda Dousay	7487 Shady Lane	Beaumont, TX 77713
4-7	John Paul Davis Community Center - Group 2	Democrat	Herman Granger	3760 Robinson St.	Beaumont, TX 77708	Republican	Deborah Wozniak	395 Georgetown	Beaumont, TX 77707
4-8	Precinct 4 Service Center	Republican	Wanda Leonard	9665 Brown	Beaumont, TX 77707	Democrat	Donna Guillory	3498 Edmonds	Beaumont, TX 77705
4-9	Sterling Pruitt Center	Democrat	KATHERINE CAMPBELL	1067 WEISS	BEAUMONT, TX 77703	Republican	Sam Moffit	9461 N. Garden Dr.	Beaumont, TX 77705
4-10	Theodore Johns Library - Group 1	Democrat	SAMPETERSON	4245 CADILLAC	BEAUMONT, TX 77705	Republican	Jean Baradar	5345 Fannett Rd	Beaumont, TX 77705
4-10	Theodore Johns Library - Group 2	Democrat	EDWARD CLARK	3190 Elinor St.	Beaumont, TX 77705	Republican	Amnon Baradar	5345 Fannett Rd	Beaumont, TX 77705

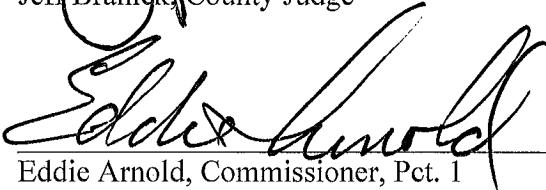
**ORDER OF APPOINTMENT FOR ELECTION JUDGES AND ALTERNATES**

The Commissioner's Court of Jefferson County hereby appoints the following election judges and alternate judges on the attached list for a two year term to begin September 1, 2016.

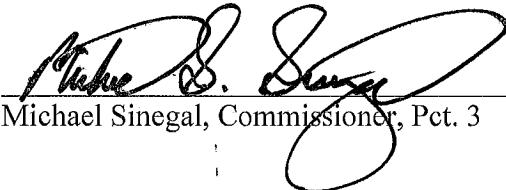
It is hereby directed that this order be filed with the clerk of this court and that a copy be given to the custodian of the election records for said county. The County Clerk is hereby instructed to send notice of appointment to each election judge of their appointment for a two year term beginning September 1, 2016, in accordance with Tex. Elec. Code Ann. § 32.009.



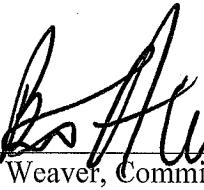
Jeff Branick, County Judge



Eddie Arnold, Commissioner, Pct. 1



Michael Sinegal, Commissioner, Pct. 3



Brent Weaver, Commissioner, Pct. 2



Everette Alfred, Commissioner, Pct. 4



## Theresa Goodness

---

**From:** Cade Bernsen <cbernsen@bernsenlaw.com>  
**Sent:** Monday, July 25, 2016 10:09 AM  
**To:** Theresa Goodness  
**Cc:** Naomi Doyle; Carolyn Guidry  
**Subject:** RE: Central Counting Station Manager

Good Morning. Bruce Drury

---

**From:** Theresa Goodness [mailto:[thegood@co.jefferson.tx.us](mailto:thegood@co.jefferson.tx.us)]  
**Sent:** Monday, July 25, 2016 9:17 AM  
**To:** Cade Bernsen <cbernsen@bernsenlaw.com>  
**Cc:** Naomi Doyle <[ndoyle@co.jefferson.tx.us](mailto:ndoyle@co.jefferson.tx.us)>; Carolyn Guidry <[guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us)>  
**Subject:** Central Counting Station Manager

Cade:

Good Morning.

Please submit a recommendation to Commissioner's Court from the Democratic Party for the appointment of a Central Counting Station Manager. A recommendation from each Party is being sought and will be forwarded to the Court.

Thank you for your kind assistance.

Sincerely,

Theresa Goodness, CRM, CDIA+  
Chief Deputy

Jefferson County Clerk's Office  
P.O. Box 1151  
Beaumont, TX 77704-1151  
409.835.8480  
<https://jeffersontxclerk.manatron.com>

## Theresa Goodness

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**From:** Julian Lightfoot <jcrptx@gmail.com>  
**Sent:** Monday, July 25, 2016 12:33 PM  
**To:** Theresa Goodness  
**Cc:** Naomi Doyle; Carolyn Guidry  
**Subject:** RE: Central Counting Station Manager

Good Afternoon Theresa,

I spoke with Dr. Peel and he wants to recommend Julian Lightfoot for the appointment of Central Counting Station Manager.

May God Bless You and Keep You,  
Julian Lightfoot  
Secretary, Jefferson County Republican Party  
409-861-4481 Headquarters  
409-331-4331 Cell

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**From:** [Theresa Goodness](#)  
**Sent:** Monday, July 25, 2016 9:15 AM  
**To:** [Julian lightfoot](#)  
**Cc:** [Naomi Doyle](#); [Carolyn Guidry](#)  
**Subject:** Central Counting Station Manager

Julian:

Good Morning.

Please submit a recommendation to Commissioner's Court from the Republican Party for the appointment of a Central Counting Station Manager. A recommendation from each Party is being sought and will be forwarded to the Court.

Thank you for your kind assistance.

Sincerely,

Theresa Goodness, CRM, CDIA+  
Chief Deputy

Jefferson County Clerk's Office  
P.O. Box 1151  
Beaumont, TX 77704-1151  
409.835.8480  
<https://jeffersontxclerk.manatron.com>



JOINT ELECTION AGREEMENT  
 AND  
 ELECTION SERVICES CONTRACT  
 BETWEEN  
 JEFFERSON COUNTY  
 AND  
 THE CITY OF GROVES, TEXAS

This agreement, made and entered into, by and between, Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and County Commissioners Court, and the City of GROVES, Texas hereinafter referred to as "Political Subdivision", acting herein by and through its Board.

**WHEREAS**, County and Entity is required to conduct an election on November 8, 2016;

**THIS CONTRACT** is made this 15<sup>th</sup> day of JULY, 2016, by and between the Political Subdivision of the City of GROVES, Texas, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Elections Officer, Carolyn Guidry hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a November 8, 2016, Joint Election with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

**1. RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 8, 2016, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in the November 8, 2016, Joint Election, hereinafter called "Joint Election."

**2. DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations per the attached Exhibit A and Election Day polling locations per the attached Exhibit B. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax –Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for the Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment. Contracting Officer shall also publish a joint election notice one time in English and Spanish in Jefferson County newspaper(s).

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the fore-mention for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

### **3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution

by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Joint Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with Jefferson County for the purpose of sharing election equipment, election officials, county precinct polling locations, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county which reside in the Political Subdivision jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and times recommended by the Contracting Officer in accordance with the Texas Election Code. Political Subdivision shall adopt the Election Day precinct polling locations on the attached Exhibit B for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the joint election notice and the public test notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision as much as possible on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun the Political subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Timetable .

(f) Deliver to Contracting Officer, according to the attached Timetable, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All cost will be assessed and a detailed bill will be rendered within 30 day after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

**4. COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

## 5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, they shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereto, then it shall be excused from such performance for such period of time as is reasonably

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by \_\_\_\_\_. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6 DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7 ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between the City of Groves and Jefferson County. This Agreement may be amended only in writing and signed by the parties.

## **8 NOTICES**

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

### **CITY OF GROVES, TEXAS**

D. E. Sosa, City Manager  
3947 Lincoln Ave.  
GROVES, Texas 77641

### **JEFFERSON COUNTY:**

Carolyn L. Guidry, County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this

Agreement to be executed on the \_\_\_\_\_ of \_\_\_\_\_ 2016.

60

**City of GROVES, Texas**

By: D. E. Sosa

Name: D. E. Sosa

Title: City Manager

Attest: Kimberly B. Luevano  
(seal)

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 15<sup>th</sup> of JULY 2016.

**Jefferson County, Texas**

By: Carolyn L. Guidry

Name: Carolyn L. Guidry

Title: County Clerk

Attest: R. Good, Chief Deputy

(seal)



Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	3707 Central Blvd.	Nederland, TX 77627
ALL (todos)	Groves Public Library **	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Bulding **	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705
	**Location Change		



**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR**  
**November 8, 2016, GENERAL AND JOINT ELECTIONS**  
**(Aviso de locales y horario para elecciones adelantadas de Noviembre 8, 2016**  
**Elecciones Generales y Conjunta)**

Early Voting by personal appearance will be conducted each weekday at:  
 (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votación Adelantada):

**Beaumont Courthouse-Main location**

**1001 Pearl St., Beaumont, Texas**

**Port Arthur Sub-Courthouse**

**525 Lakeshore Dr., Port Arthur, Texas**

**Rogers Park Recreation Center**

**6540 Gladys, Beaumont, Texas**

**Port Arthur Public Library**

**4615 Ninth Ave, Port Arthur, Texas**

**Theodore Johns Library**

**4255 Fannett Rd., Beaumont, Texas**

**John Paul Davis Community Center**

**3580 E Lucas, Beaumont, Texas**

**Marion & Ed Hughes Public Library**

**2715 Nederland Ave., Nederland, Texas**

**Groves Recreation Center**

**6150 39<sup>th</sup> Street, Groves, Texas**

**Effie & Wilton Hebert Library**

**2025 Merriman St., Port Neches, Texas**

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones):

October 24 - 28

Monday - Friday

8:00 a.m. - 5:00 p.m.

(Octubre 24 - 28)

(Lunes - Viernes)

October 29

Saturday

7:00 a.m. - 7:00 p.m.

(Octubre 29)

(Sábado)

October 30

Sunday

12:00 p.m. - 5:00 p.m.

(Octubre 30)

(Domingo)

October 31 – November 4

Monday – Friday

7:00 a.m. - 7:00 p.m.

(Octubre 31- Noviembre 4)

(Lunes – Viernes)

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

**Jefferson Co. J.P. Pct 4 Bldg**

**19217 FM 365, Beaumont, Texas**

(Judge Chesson's Courtroom)

**Precinct One Service Center**

**1201 W. Hwy. 90, China, Texas**

October 29

Saturday

7:00 a.m. - 7:00 p.m.

(Octubre 29)

(Sábado)

October 30

Sunday

**closed Sunday**

(Octubre 30)

(Domingo)

October 31 – November 4

Monday – Friday

7:00 a.m. - 7:00 p.m.

(Octubre 31- Noviembre 4)

(Lunes – Viernes)

## **EXHIBIT C**

The Political Subdivisions agree that timing is critical, and lack of adherence to this Timetable without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

**School Districts must adhere to all deadlines, even if on Spring Break.**

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one joint election notice in English and Spanish.

### **AUGUST 1, 2016**

Each Political subdivision is responsible for validating with the Voter Registrar prior to February 1, 2016, the boundaries for their voting precincts are correct and supply the Contracting Officer with a map of such boundaries.

### **AUGUST 26, 2016 (74th day before election day)**

**Political Subdivisions Other Than Counties:** 5:00 p.m. — Deadline for write-in candidates to file Declarations of Write-In Candidacy for regular officers for city, school district, library district, junior college district, hospital district, common school districts, Chapter 36 and 49 Water Code districts, and other political subdivision elections, unless otherwise provided by law.

### **AUGUST 29, 2016 (71st day before election day)**

**Political Subdivisions Other Than Counties:** The Elections Division recommends that you hold your **ballot position drawing** no later than today to determine the order of candidates' names on the ballot (Sec. 52.094) and that you certify today to the county election officer the offices, propositions (**in all necessary languages**), and candidates' names (including the order) as they are to appear on the ballot, **if you are contracting** to have the county conduct your election or if you are conducting a joint election with the county.

### **AUGUST 29, 2016 2:00PM \*\*\*\*\* (CRITICAL)**

- Deadline to notify [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us) , whether or not Political Subdivision has a **contested election**. Political subdivision will not be included in the Joint Election if we do not receive notice.
- Deadline to send **candidate names**, including **write-in candidates**.
- Deadline to email [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us) any **candidate withdrawals** or **election cancellation**.

- Deadline to send **order of candidates on ballot**. We prefer to receive it sooner if it is available.
- Last day to **cancel election** and incur **no fees** under the Election Services Agreement.
- Deadline to receive executed **Election Services Agreement** and **Joint Election Agreement** by mail, delivery, or email [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us).
- Deadline to receive **copy of Order of Election**  
Mail: P. O. Box 1150, Beaumont, TX 77704-1151  
Deliver: 1085 Pearl, Beaumont, Texas 77701

If you need additional time because of meeting schedules, please notify us.

**Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots. The time begins once the email is sent with ballot proofs.**

#### **AUGUST 31, 2016**

Deadline to send **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording

#### **SEPTEMBER 24, 2016**

Deadline to Mail a Ballot to an overseas Voter for the November General Election for State and County Officers

Carolyn Guidry will be named as Early Voting Clerk to receive applications. If you receive applications directly, they must be hand delivered or faxed to Carolyn Guidry on the day of receipt. If faxed, the original application must also be mailed to Contracting Officer.

#### **OCTOBER 4, 2016 - 9:00 AM**

Public Logic & Accuracy Test of Automatic Tabulating Equipment held at Central Counting Station - 7963 Viterbo Rd. - Beaumont, Texas 77705.

#### **OCTOBER 11, 2016**

Last day to register to vote for the **NOVEMBER 8, 2016** Election

#### **OCTOBER 24, – NOVEMBER 4, 2016**

**Early Voting Period**

#### **OCTOBER 28, 2016**

Last day for early voting clerk to receive application for a ballot to be voted by mail; Must be received by the close of the regular business day by mail, common carrier or fax.

#### **NOVEMBER 7, 2016**

If applicable, the political subdivision shall post notice at the entrance to any polling place from Political Subdivision's preceding election that is different from the polling place used for the NOVEMBER 4, 2014 election and provide the location of the new polling place pursuant to Texas Election Code Section 43.062.

**TUESDAY, NOVEMBER 8, 2016- 7:00 AM to 7:00 PM**

**Election Day**

**NOVEMBER 14, 2016**

DEADLINE TO RECEIVE ALL OVERSEAS BALLOTS AND ANY PROVISIONAL BALLOTS TO BE CURED

**Canvass Dates**

**TBD**

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 15 day of August, 2016.

Jefferson County, Texas

By: Jeff Branick  
Name: Jeff Branick  
Title: County Judge

Attest: By R. Guidry, Chief Deputy  
Name: Carolyn L. Guidry  
Title: County Clerk

(seal)





## ELECTION SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

**THIS CONTRACT** is made this 28<sup>th</sup> day of MARCH, 2016, by and between Hamshire Fannett Independent School District, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Elections Officer, Carolyn Guidry hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092.. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

### 1. RECITALS.

Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivisions and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivisions certain election services and equipment needed by Political Subdivision in connection with the holding of its November 2016 Election. Jefferson County's certified Hart Intercivic electronic voting equipment is to be used in the November 2016 Joint Election. The joining parties are Hamshire Fannett Independent School District and Jefferson County.

### 2. DUTIES AND SERVICES OF CONTRACTING OFFICER.

Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

- a. Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax –Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.
- b. Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

- c. Serve as Early Voting Clerk for the Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivisions.
- d. Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment. Contracting Officer shall also publish a joint election notice one time in English and Spanish in Jefferson County newspaper(s).
- e. Arrange for the early ballot board and or signature verification committee, and give and unofficial hand count of paper ballot to the presiding judge after 7pm on Election Night.
- f. Notify and coordinate presiding election judges, alternate judges, and all other election officials in accordance with the Texas Election Code.
- g. Arrange for the use of Early Voting locations and Election Day polling locations
- h. The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Political Subdivision will also pay the fore-mention for their services and time in accordance with their rate of pay policy.
- i. On the 7<sup>th</sup> day after the election provide an official tabulated canvass of the electronic media and paper ballots at the Counting Station administered by the Tabulation and Assistant Tabulation supervisors.
- j. Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivisions in a timely manner.
- k. Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the 22month and permanent storage of said election records as provided by law.
- l. Provide information services for voters and election officers.
- m. Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to the Political Subdivision.
- n. Canvass the returns and declare the election results for Political Subdivision.

- o. The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

### **3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION.**

Political Subdivision shall be responsible for performing the following duties:

- (a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Joint Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with Jefferson County for the purpose of sharing election equipment, election officials, county precinct polling locations, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.
- (b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.
- (c) Adopt the county voting precincts for this election. Political Subdivision shall adopt an early voting locations used by the county which reside in the Political Subdivision jurisdictional boundaries and adopt all early voting dates, and times recommended by the Contracting Officer in accordance with the Texas Election Code. Political Subdivision shall adopt the entire Election Day precinct polling locations used for countywide voting that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.
- (d) Prepare, post and publish all required election notices for Political Subdivision except for the joint election notice and the public test notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision as much as possible on early voting times and places and Election Day polling locations.
- (e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has started, the Political Subdivision responsible will incur the cost of re-programming. The Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Timetable.

(f) Deliver to Contracting Officer, according to the attached Timetable, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate. .

(h) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(i) Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(j) The deposit will be waived for this Election Agreement for the Political Subdivisions. All cost will be assessed and a detailed billed will be rendered within 30 day after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

#### **4. COST OF SERVICES.**

Political Subdivision shall share some expenses for the above services, supplies and equipment. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

#### **5. GENERAL CONDITIONS.**

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost.

Adherence to the Timetable is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations and any Vote Center on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, they shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by **August 27, 2016**. If Political Subdivision's election is cancelled after deadline in the Timetable, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6. DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7. ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between Hamshire Fannett Independent School District and Jefferson County. This Agreement may be amended only in writing and signed by the parties.

## **8. NOTICES**

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

### **HAMSHIRE FANNETT INDEPENDENT SCHOOL DISTRICT**

Darla King, Administrative Assistant to the Superintendent  
P O BOX 223  
Hamshire, Texas 77622

### **JEFFERSON COUNTY:**

Carolyn L. Guidry, County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

IN WITNESS WHEREOF, Hamshire Fannett Independent School District agrees to the terms of this Agreement and has caused this Agreement to be executed on the  
28<sup>th</sup> of MARCH 2016.

Hamshire Fannett Independent School District

By: Pamela Lechler

Name: Pamela Lechler

Title: Superintendent

Attest Darla King  
(seal)



IN WITNESS WHEREOF, Jefferson County agrees to the terms of this Agreement and has caused this Agreement to be executed on the 1<sup>ST</sup> of APRIL 2016.

Jefferson County, Texas

By:

Carolyn L Guidry

Name: Carolyn L. Guidry

Title: County Clerk

Attest:

J. B. Good  
(seal)



IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 15 day of August, 2016.

Jefferson County, Texas

By: Jeff Branick  
Name: Jeff Branick  
Title: County Judge

Attest: By R. Guidry, Chief Deputy  
Name: Carolyn L. Guidry  
Title: County Clerk

(seal)





JOINT ELECTION AGREEMENT  
AND  
ELECTION SERVICES CONTRACT  
BETWEEN  
JEFFERSON COUNTY  
AND  
THE PORT NECHES GROVES INDEPENDENT SCHOOL DISTRICT

This agreement, made and entered into, by and between, Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and County Commissioners Court, and the Port Neches Groves Independent School District hereinafter referred to as "Political Subdivision", acting herein by and through its Board.

**WHEREAS**, County and Entity is required to conduct an election on November 8, 2016;

**THIS CONTRACT** is made this 11 day of July, 2016, by and between the Political Subdivision of the Port Neches Groves Independent School District, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Elections Officer, Carolyn Guidry hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a November 8, 2016, Joint Election with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 8, 2016, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in the November 8, 2016, Joint Election, hereinafter called "Joint Election."
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
  - (a) Notify and coordinate presiding election judges, alternate judges, and all other election officials required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.
  - (b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.
  - (c) Arrange for the use of early voting locations per the attached Exhibit A and Election Day polling locations per the attached Exhibit B. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax –Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for the Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment. Contracting Officer shall also publish a joint election notice one time in English and Spanish in Jefferson County newspaper(s).

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the fore-mention for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

**3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Joint Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with Jefferson County for the purpose of sharing election equipment, election officials, county precinct polling locations, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county which reside in the Political Subdivision jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and times recommended by the Contracting Officer in accordance with the Texas Election Code. Political Subdivision shall adopt the Election Day precinct polling locations on the attached Exhibit B for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the joint election notice and the public test notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision as much as possible on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun the Political subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Timetable .

(f) Deliver to Contracting Officer, according to the attached Timetable, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All cost will be assessed and a detailed bill will be rendered within 30 day after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

**4. COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

## 5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, they shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by September 5, 2016. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6 DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7 ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between the Port Neches Groves Independent School District and Jefferson County. This Agreement may be amended only in writing and signed by the parties.

## **8 NOTICES**

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

### **PORt NECHES GROVES ISD**

Cheryl Jourdan, Secy. to the Superintendent  
620 Avenue C  
Port Neches, Texas 77651

### **JEFFERSON COUNTY:**

Carolyn L. Guidry, County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 11 of July 2016.

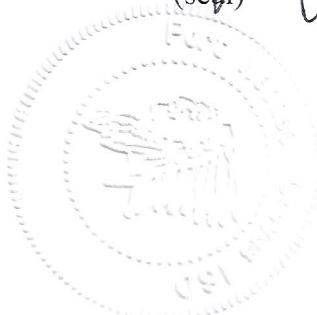
Port Neches Groves Independent School District

By: Sheri Drawhorn

Name: Sheri Drawhorn

Title: Business Manager

Attest: Cheryl Jordan  
(seal)



IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 11 of July 2016.

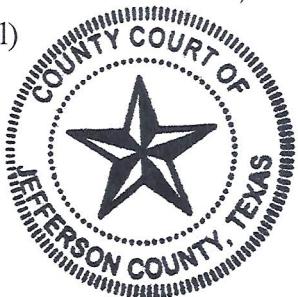
Jefferson County, Texas

By: Carolyn L. Guidry

Name: Carolyn L. Guidry

Title: County Clerk

Attest: M. Good, Chief Deputy  
(seal)



IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 15 day of August, 2016.

Jefferson County, Texas

By: Jeff Branick  
Name: Jeff Branick  
Title: County Judge

Attest: By R. Guidry, Chief Deputy  
Name: Carolyn L. Guidry  
Title: County Clerk

(seal)



**AGENDA ITEM****August 1, 2016**

Consider, possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Port Arthur Community Development Department authorizing the demolition of property located at 2927 6<sup>th</sup> Street, Port Arthur, TX.

## DEMOLITION WAIVER

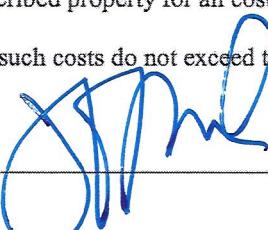
City of Port Arthur  
Community Development Department—Demolition Division  
444 4th Street—P. O. Box 1089, Port Arthur, TX 77641-1089  
(409) 983-8209/(409) 983-8250

I, Jefferson County, am the owner of a Residence/Garage/Apartment  
(Owner's Name) (Description of Building (s))

at 2927 6th Street, legally described as Lot 14 Block 531  
(Street Address) (Legal Description)

Model 2 Addition

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building (s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

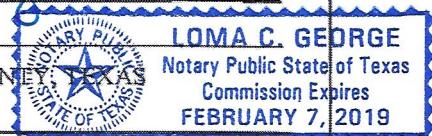
Signature (s): 

Mailing Address: 1149 Pearl Street, Beaumont, Texas 77701

Telephone Number (s): 409-835-8516

SUBSCRIBED AND SWORN BEFORE ME THIS 1st DAY OF August, 2016

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS  
MY COMMISSION EXPIRES: February 7, 2019



APPROVED BY CITY STAFF: \_\_\_\_\_

Google Maps 6th St



Image capture: Mar 2013 © 2016 Google

Port Arthur, Texas

Street View - Mar 2013

**AGENDA ITEM****August 1, 2016**

Consider, possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Port Arthur authorizing the demolition of property located at 811 Stillwell Blvd., Port Arthur, TX.

## DEMOLITION WAIVER

**City of Port Arthur**  
**Community Development Department—Demolition Division**  
**444 4th Street—P. O. Box 1089, Port Arthur, TX 77641-1089**  
**(409) 983-8209/(409) 983-8250**

I, Jefferson County, am the owner of a Residence  
(Owner's Name) (Description of Building(s))

at 811 Stilwell Boulevard, legally described as Lot 8 Block 60  
(Street Address) (Legal Description)

City of Port Arthur Addition

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building (s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature (s):

Mailing Address: 1149 Pearl Street, Beaumont, Texas 77701

Telephone Number (s): 409-835-8516

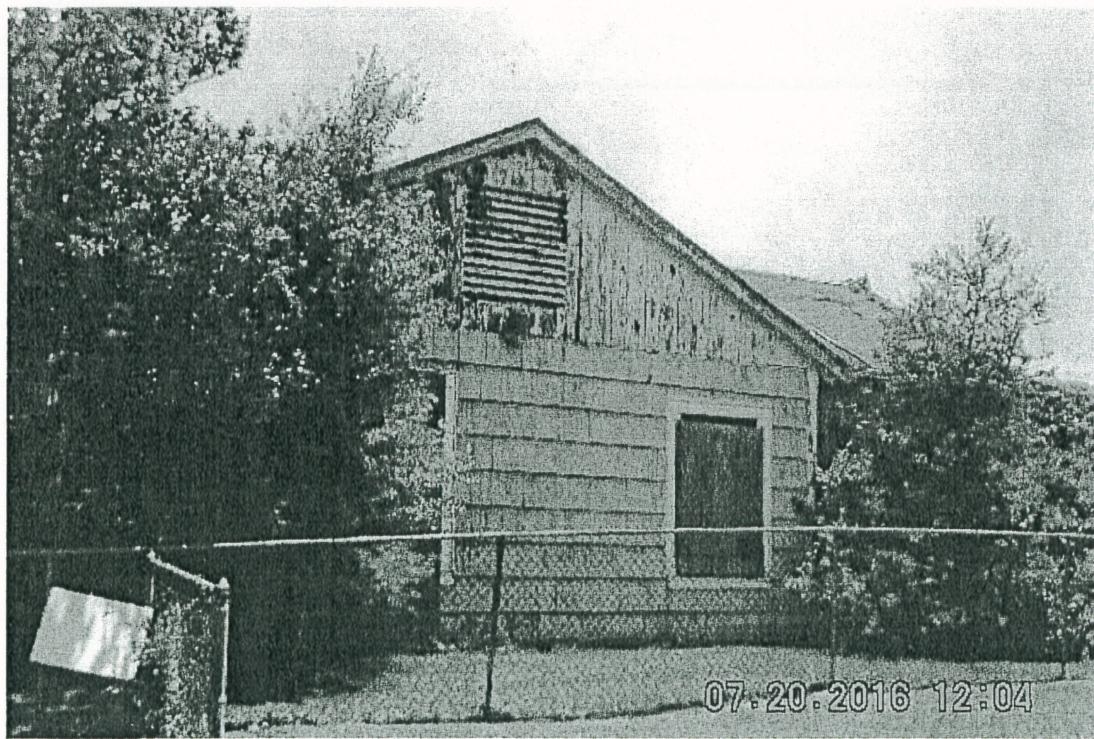
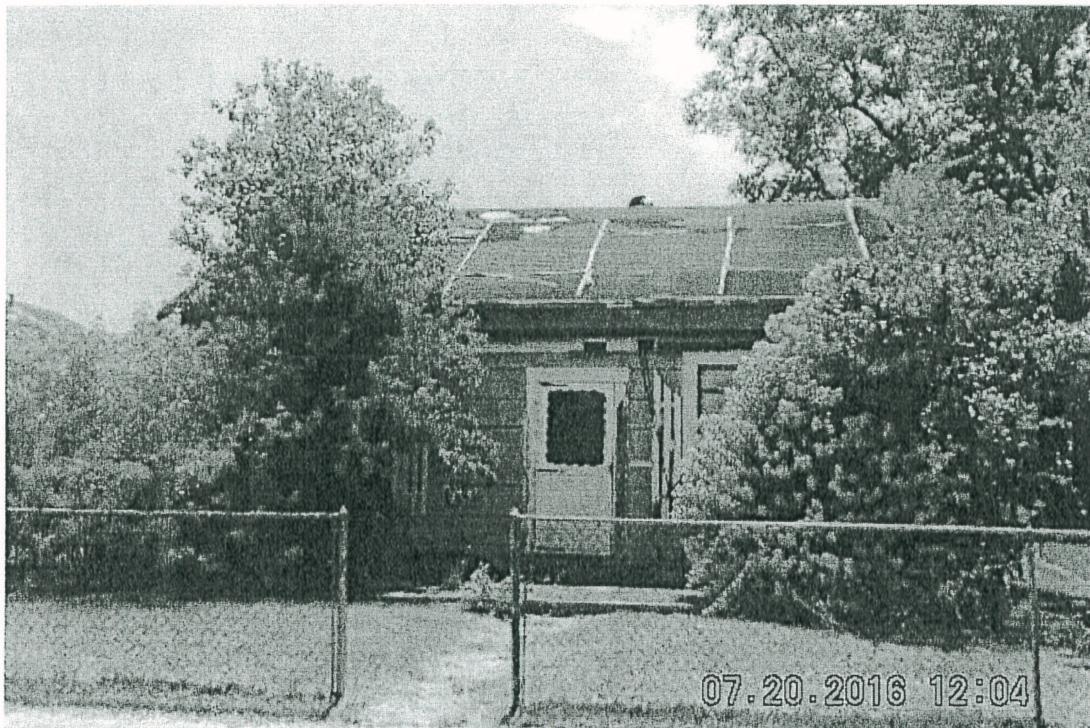
SUBSCRIBED AND SWORN BEFORE ME THIS 1<sup>st</sup> DAY OF August, 2016

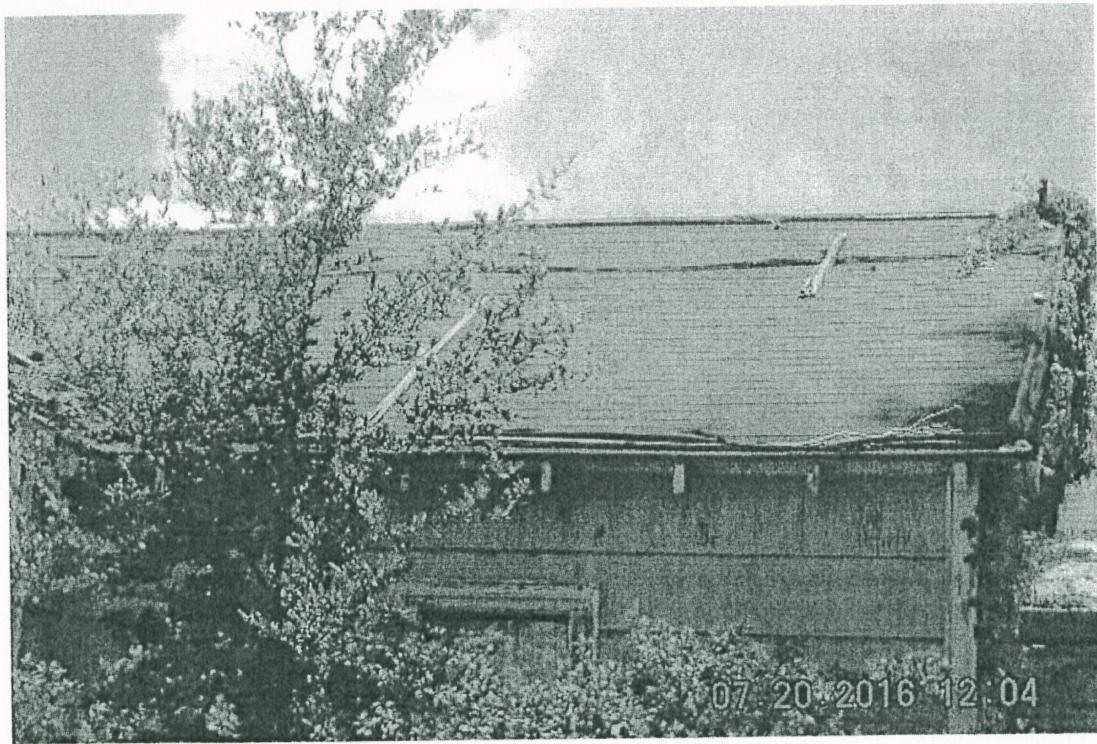
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY  
MY COMMISSION EXPIRES: February 7, 2019

**LOMA C. GEORGE**  
Notary Public State of Texas  
Commission Expires  
**FEBRUARY 7, 2019**

APPROVED BY CITY STAFF:

811 STILWELL BLVD







**INTERAGENCY PROJECT COOPERATION AGREEMENT**  
(previously labeled as a Subrecipient Grant Agreement)  
CEPRA PROJECT No. 1530  
GLO CONTRACT No. 13-242-000-7440  
AMENDMENT No. 2

**STATE OF TEXAS**  
**COUNTY OF TRAVIS**

The **GENERAL LAND OFFICE** (“**GLO**”) and **JEFFERSON COUNTY** (“Qualified Project Partner”), (previously labeled as a “Subrecipient”), each a “Party” and collectively “the Parties,” Parties to that certain Interagency Project Cooperation Agreement effective on May 3, 2013, and denominated GLO Contract No. 13-242-000-7440, (the “Contract”), as amended, now desire to further amend the Contract.

WHEREAS, due to an administrative error, Amendment No. 1 was labeled as a Subrecipient Grant Agreement; and

WHEREAS, due to an administrative error, Amendment No. 1 labeled the Qualified Project Partner as a Subrecipient; and

WHEREAS, the Parties desire to correct the labeling of the Amendment; and

**WHEREAS**, the Parties desire to extend the term of the Contract to allow for successful completion of the Project; and

**WHEREAS**, these revisions to the Contract will result in no additional encumbrance of grant funds;

**NOW, THEREFORE**, the Parties hereby agree to amend and modify the Contract as follows:

1. Any reference to “Subrecipient Grant Agreement” is hereby deleted and replaced with “Interagency Project Cooperation Agreement”.
2. Any reference to “Subrecipient” is hereby deleted and replaced with “Qualified Project Partner”.
3. **SECTION 3.01** of the Contract, **DURATION**, is hereby amended and modified to reflect a termination date of August 31, 2017.
4. This Amendment No. 2 shall be effective as of the date signed by the last Party.

5. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract shall remain in full force and effect.
6. Further material revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO  
GLO CONTRACT NO. 13-242-000-7440**

**GENERAL LAND OFFICE**

**JEFFERSON COUNTY**

Anne L. Idsal, Chief Clerk  
Deputy Land Commissioner

Date of execution: \_\_\_\_\_

DS   
DGC   
DS  
PM   
DS  
DIV   
DS  
DIR   
DS  
DepDir   
DS  
SDD   
DS  
DGC   
DS  
GC 

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

Date of execution: \_\_\_\_\_

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# TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 11/18/2015 - 11/17/2016

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Hon. Allison Getz ID: 239274  
 Tax Assessor Collector Phone: (409) 835-8516  
 Jefferson County Fax:  
 PO Box 2112 Enrollment Date: 11/18/2015  
 Beaumont, TX 77704-2112

---

<u>Date</u>	<u>Course</u>	<u>Units</u>
11/18/2015	Excess hours carried from 2015	10.00
02/21/2016	TAAD Annual Conference - Dallas	8.25
06/12/2016	82nd Annual TACA Conference - Waco	12.00

**Total Hours for year: 30.25**

You have met your continuing education requirements for the period 11/18/2015 - 11/17/2016.

You may carry forward 10.00 hours to the next reporting period.

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d.) and must be filed for record with Commissioners Court.

Permit No. 04-P-16Precinct No. 4Bond # 019054797APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)Date July 25, 2016HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

ExxonMobil Pipeline Co. (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of Iso-Butane, location of which is fully described as follows:

On the north side of Erie St., 3500' road feet south of canal. Please note that this is a  
1 Emergency repair (See attached letter).

Construction will begin on or after June 27, 2016.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 2003, and all subsequent revisions thereof to date.

EMERGENCY

Enclosed, please find the required permit fee:

Repair @ road crossing @ \$100.00 \$ 100.00  
miles parallel @ \$150.00/mile or fraction \$

TOTAL \$ 100.00

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.

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

Company ExxonMobil Pipeline Co.

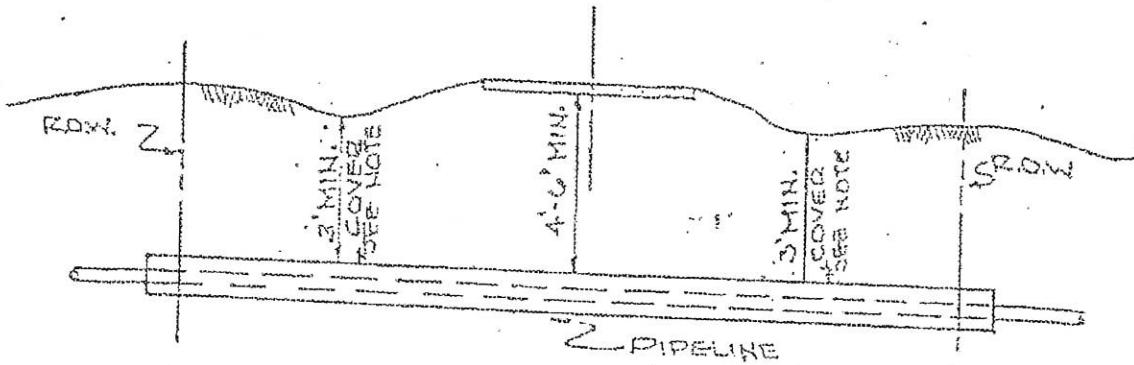
By John Smith

GD Title Right of Way & Claims Manager

Address 22777 Springwoods Valley Parkway  
Sprng, TX 77389

Phone No. 832-624-8815

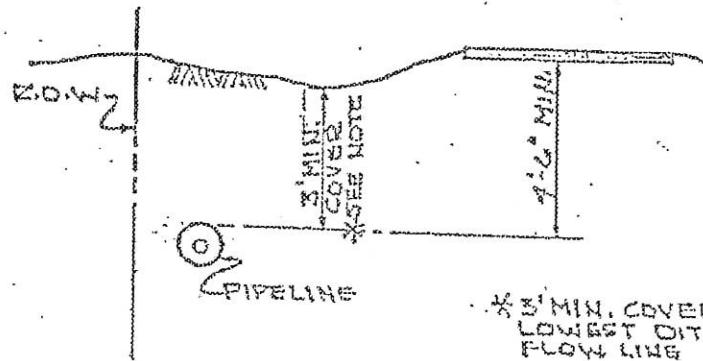
FAX No. \_\_\_\_\_



\*3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

NOTE: CASING TO EXTEND  
1'-0" OUTSIDE ROW EACH  
SIDE OF ROAD.

## 1. STANDARD PIPELINE CROSSING



\*3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

## 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD)

## ENGINEERING ACTION FORM

The minimum standard bond required is \$5000.00

  
\_\_\_\_\_  
Director of Engineering

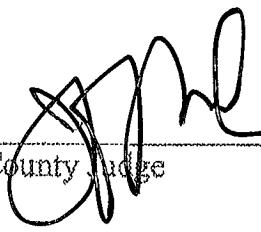
July 27, 2016  
Date

## COMMISSIONERS COURT ORDER

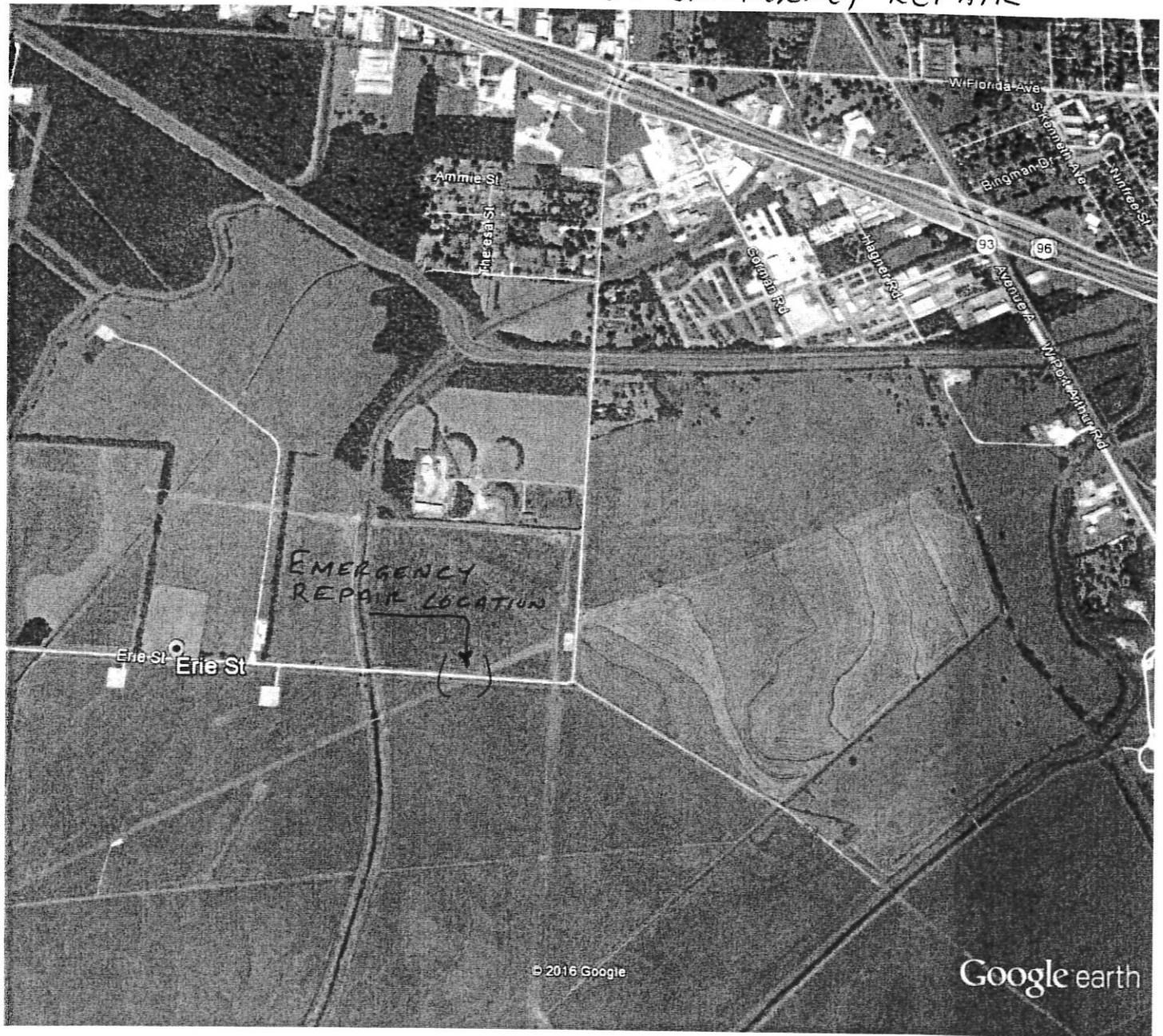
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation 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 \$5000.00 — . Special conditions of construction (are/are not) attached hereto.

## COMMISSIONERS COURT

By

  
\_\_\_\_\_  
County Judge

## Exxon Mobil EMERGENCY REPAIR



Google earth

feet      4000  
km      1



**ExxonMobil Pipeline Company**  
22777 Springwoods Village Parkway E3.5A.553  
Houston, Texas 77002-7426  
(832)624-8815 Telephone  
(832)648-6336 Facsimile

**D. Judson Wisner**  
Right of Way & Claims Agent



July 25, 2016

Jefferson County  
1149 Pearl St. 5<sup>th</sup> Floor  
Beaumont, TX 77701

RE: Jefferson County Permit to Repair Pipeline in County Road Right of Way  
Hull-Beaumont MR-1 8-inch pipeline; S-174-MR-1

To Whom It May Concern:

ExxonMobil Pipeline Company (EMPCo) is performing maintenance activities on behalf of ExxonMobil Oil Corporation along the Hull-Beaumont MR-1 8-inch pipeline. These maintenance activities include excavating a trench 8-10 feet deep to expose the pipeline. EMPCo's crew will inspect the pipeline and execute any necessary repair activities, in accordance with EMPCo's Integrity Management Program. The excavation is approximately 15 feet off of Erie Street. Any incidental damage to Erie Street will be repaired while on site, consistent with relevant municipal standards. A traffic control plan has been developed for the excavation location and will be implemented during work. The total repair process (from mobilization to demobilization) is expected to take approximately 1 week. The work scope is required to be completed by August 1 by regulation, so it is urgent that EMPCo be allowed to conduct this work. Any assistance in granting expedited access to this location near Erie Street is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Judson Wisner".

D. Judson Wisner  
ROW & Claims Agent

Attachments

**ExxonMobil Pipeline Company**  
22777 Springwoods Village Parkway E3.5A.553  
Houston, Texas 77002-7426  
(832)624-8815 Telephone  
(832)648-6336 Facsimile

**D. Judson Wisner**  
Right of Way & Claims Agent



July 22, 2016

Jefferson County  
1149 Pearl St. 5<sup>th</sup> Floor  
Beaumont, TX 77701

To Whom It May Concern:

In commercial arrangements, insurance is often required to evidence a potential source of funds available to meet an entity's contractual and/or legal liabilities in the event of an accidental or unforeseen occurrence. However, given the financial strength of ExxonMobil Pipeline Company (EMPCo) and ability to self-insure substantial risks, where permitted by law, EMPCo considers that contractual insurance requirements serve a practical purpose only when required of companies having limited financial resources. The absence of insurance does not alter or reduce the legal responsibilities of contracting parties to one another or to third parties.

Avoiding the administrative cost of procuring and monitoring Certificates of Insurance for a company of EMPCo's financial strength is beneficial to your company and to EMPCo. Therefore, in lieu of a Certificate of Insurance, please accept this letter as evidence that EMPCo has the financial resources to respond to the potential liability that may arise from its business operations and relationship with your company.

If you require any further information, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Judson Wisner".

D. Judson Wisner  
ROW & Claims Agent



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

101

KNOW ALL MEN BY THESE PRESENTS:

**Bond No. 019054797**

That we, EXXONMOBIL PIPELINE COMPANY, 22777 Springwoods Village Parkway, Spring, TX 77389,

Principal, and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto JEFFERSON COUNTY, Jefferson County Engineering Dept., 1149 Pearl Street, 5th Floor,

Beaumont, TX 77701, Obligee, in the amount of \_\_\_\_\_

Five Thousand and No/100 -----(\$5,000.0) DOLLARS.

WHEREAS, the said Principal contemplates cutting streets, roads and/or alleys within the jurisdiction of said Obligee, and that has been issued a permit by said Obligee for this purpose. Additionally for Constructing, Maintaining or Repairing a Pipe Line for the Distribution of ISO-Butane on the North Side of Erie Street., 3500 Road Feet South of Canal.

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

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

EXECUTED this 22nd day of July, 2016.

EXXONMOBIL PIPELINE COMPANY

PRINCIPAL

Liberty Mutual Insurance Company

SURETY

Julia R. Burnet, Attorney-in-Fact

**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.

102

American Fire and Casualty Company  
The Ohio Casualty Insurance CompanyLiberty Mutual Insurance Company  
West American Insurance Company

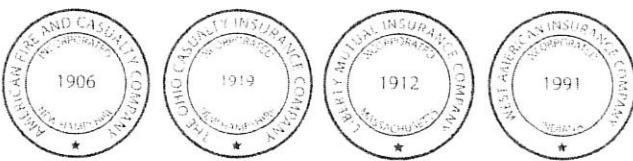
Certificate No. 7229874

**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, Christine M. Hrusovsky; David A. Johnson; David C. Rosenberg; Denise M. Bruno; Elizabeth P. Cervini; Harry C. Rosenberg; Jonathan F. Black; Joyce M. Houghton; Julia R. Burnet; Matthew J. Rosenberg; Michelle G. Higgins; Sherri L. Feeney

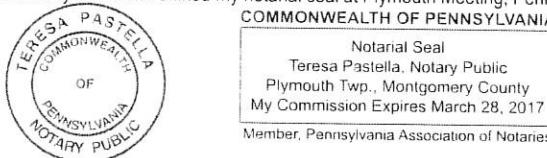
all of the city of King of Prussia, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of January, 2016.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 7th day of January, 2016, 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.



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 22nd day of July, 2016.

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



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.



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2015

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits .....	\$753,038,641
*Bonds — U.S Government.....	1,547,613,446
*Other Bonds.....	11,088,162,545
*Stocks .....	9,919,835,033
Real Estate.....	295,926,247
Agents' Balances or Uncollected Premiums.....	4,487,501,643
Accrued Interest and Rents.....	120,872,424
Other Admitted Assets.....	<u>14,130,266,527</u>
 Total Admitted Assets .....	<u><b>\$42,343,216,506</b></u>
	Unearned Premiums.....
	16,917,138,677
	Funds Held Under Reinsurance Treaties.....
	210,794,503
	Reserve for Dividends to Policyholders.....
	358,033
	Additional Statutory Reserve.....
	29,659,093
	Reserve for Commissions, Taxes and
	Other Liabilities .....
	2,789,478,276
	<b>Total .....</b>
	<b>\$26,527,948,893</b>
	Special Surplus Funds.....
	10,000,000
	Paid in Surplus .....
	8,829,183,823
	Unassigned Surplus.....
	6,908,192,846
	<b>Surplus to Policyholders .....</b>
	<b><u>15,815,267,613</u></b>
	<b>Total Liabilities and Surplus.....</b>
	<b><u>\$42,343,216,506</u></b>



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

I, TIM MIKOŁAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2015, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 15th day of March, 2016.

Assistant Secretary

**Special, August 01, 2016**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, August 01, 2016