

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

BE IT REMEMBERED that on August 08, 2016, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge (ABSENT)

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff (ABSENT)

MILLER

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*August 08, 2016*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
August 08, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **08th** 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

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

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

## **PURCHASING:**

1. Execute, receive and file a renewal for (IFB 13-009/JW), Term Contract for On Call Court Reporting and Transcription for a third additional one (1) year renewal from August 9, 2016 to August 8, 2017.

**SEE ATTACHMENTS ON PAGES 11 - 11**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve, execute, receive and file a renewal for (IFB 14-035/JW), Term Contract for Hydrated Lime for a second additional one (1) year renewal with Lhoist North America from September 13, 2016 to September 12, 2017.

**SEE ATTACHMENTS ON PAGES 12 - 12**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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

**SEE ATTACHMENTS ON PAGES 13 - 34**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

4. Rescind award of Proposal Item 17 (1420 Hillebrandt Acres, Beaumont TX) for (RFP 16-010/YS), Lease of Properties as a Result of "Buy Out) from Dr. Richard A. Levacy.

**SEE ATTACHMENTS ON PAGES 35 - 36**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*August 08, 2016*

5. Consider and approve, execute, receive and file an agreement with Lexis Nexis for online services with the Drug Impact Court in the amount of \$68.00 per month for a period of 3 years beginning September 1, 2016 and ending August 31, 2019.

**SEE ATTACHMENTS ON PAGES 37 - 40**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

6. Consider and approve disposal of Kettle. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

**SEE ATTACHMENTS ON PAGES 41 - 42**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **CONSTABLE PRECINCT 8:**

7. Consider and possibly approve William Mark Blanton as a Reserve Deputy, with Constable Precinct 8 in accordance with Local Government Code (LGC) 85.011.(The appointment will have no effect on the budget).

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**



## **COUNTY AIRPORT:**

8. Authorize the County Judge to execute an Amendment to Concession Agreement with Avis/Budget Car Rental for additional rental car parking spaces.

**SEE ATTACHMENTS ON PAGES 43 - 45**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY AUDITOR:**

9. Consider and approve budget transfer – Purchasing – replacement of three computers.

120-1022-415-6002	COMPUTER EQUIPMENT	\$4,500.00	
120-1022-415-5001	ADVERTISING		\$4,500.00

**SEE ATTACHMENTS ON PAGES 46 - 46**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

10. Consider and approve budget amendment – District Attorney – partial funding for construction and furniture. Consider and approve utilizing about \$25,000 of available capital projects funds for remainder of the cost for the construction and furniture.

120-0000-491-8006	CAPITAL PROJECTS FND #311	\$85,000.00	
120-2030-412-2003	EMPLOYEES' INSURANCE		\$85,000.00

**SEE ATTACHMENTS ON PAGES 47 - 47**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

11. Consider and approve budget transfer – District Attorney – additional cost for contractual services.

*Notice of Meeting and Agenda and Minutes*  
*August 08, 2016*

120-2030-412-5077	CONTRACTUAL SERVICE	\$5,000.00	
120-2030-412-4052	POSTAGE		\$5,000.00

**SEE ATTACHMENTS ON PAGES 48 - 48**

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

12. Consider and approve budget transfer – Court Master – purchase of chairs.

120-2055-412-3084	MINOR EQUIPMENT	\$3,400.00	
120-2055-412-5077	CONTRACTUAL SERVICE		\$3,400.00

**SEE ATTACHMENTS ON PAGES 49 - 49**

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

13. Consider and approve budget transfer – Crime Lab – replace gas chromatograph.

120-3060-421-6020	TESTING EQUIPMENT	\$40,000.00	
120-3060-421-1002	ASSISTANTS & CLERKS		\$40,000.00

**SEE ATTACHMENTS ON PAGES 50 - 50**

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

14. Consider and approve budget transfer – Crime Lab – replace computer server.

120-3060-421-6002	COMPUTER EQUIPMENT	\$11,000.00	
120-3060-421-1002	ASSISTANTS & CLERKS		\$11,000.00

*Notice of Meeting and Agenda and Minutes*  
*August 08, 2016*

**SEE ATTACHMENTS ON PAGES 51 - 51**

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

15. Consider and approve budget transfer – Constable Pct. 4 – purchase of gun safe.

120-3068-425-3084	MINOR EQUIPMENT	\$1,000.00	
120-3068-425-5077	CONTRACTUAL SERVICE		\$1,000.00

**SEE ATTACHMENTS ON PAGES 52 - 52**

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

16. Consider and approve budget transfer – Port Arthur Maintenance – additional cost.

120-6084-416-4009	BUILDINGS AND GROUNDS	\$2,104.00	
120-6084-416-5077	CONTRACTUAL SERVICE	\$1,000.00	
120-6084-416-5053	RENT-EQUIPMENT		\$2,104.00
120-6084-416-2003	EMPLOYEES' INSURANCE		\$1,000.00

**SEE ATTACHMENTS ON PAGES 53 - 53**

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

17. Consider and approve budget transfer – Service Center – repairs/replacement to six overhead/garage doors.

120-8095-417-6014	BUILDINGS AND STRUCTURES	\$10,596.00	
120-8095-417-3037	GASOLINE		\$10,596.00

*Notice of Meeting and Agenda and Minutes*  
*August 08, 2016*

**SEE ATTACHMENTS ON PAGES 54 - 54**

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

18. Consider and approve budget transfer – Veterans Service – additional cost.

120-8096-419-3010	BOOKS-PRINTED	\$113.00	
120-8096-419-1005	EXTRA HELP		\$113.00

**SEE ATTACHMENTS ON PAGES 55 - 55**

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

19. Execute, receive, and file contract for arraignment services and all other duties to be performed by Judge Leonard Giblin, Jr., Judge Harold Plessala, or other qualified magistrate for the period 10/1/2016 – 9/30/2017.

**SEE ATTACHMENTS ON PAGES 56 - 56**

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

20. Consider and approve budget amendment - Sheriff - replacement of wreck vehicle

120-3059-421-6007	AUTOMOBILES	\$32,610.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$32,610.00

**SEE ATTACHMENTS ON PAGES 57 - 58**

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

21. Regular County Bills - check #423440 through checks #423636.

**SEE ATTACHMENTS ON PAGES 59 - 67**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

22. Conduct a public hearing, to approve an Order to designate a Reinvestment Zone for Phillips 66 Crude II pursuant to Section 312.204, Texas Tax Code.

**OPEN HEARING / CLOSED HEARING NO SPEAKERS**

**Action: NONE**

23. Consider and possibly approve an Order to designate a Reinvestment Zone for Phillips 66 Crude II pursuant to Section 312.401, Tax Code.

**SEE ATTACHMENTS ON PAGES 68 - 72**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

24. Receive and file executed General Land Office Cooperation Agreement, CEPRA Project 1530.

**SEE ATTACHMENTS ON PAGES 73 - 76**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ENGINEERING:**

25. Consider and possibly approve a Minor Plat (remade) for Westbury Estates, a 9.154 acre tract into Lots 1 - 4, located off of West Road in Precinct No. 1. It is within the City of Beaumont's 3-5 mile ETJ area (extra-territorial jurisdiction).

**SEE ATTACHMENTS ON PAGES 77 - 78**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **DISTRICT ATTORNEY:**

26. Immediately following Commissioners' Court- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding matters that are in litigation.

**Action: TABLED**

## **Other Business:**

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

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

---

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

## CONTRACT RENEWAL FOR IFB 13-009/JW ON CALL COURT REPORTING AND TRANSCRIPTION

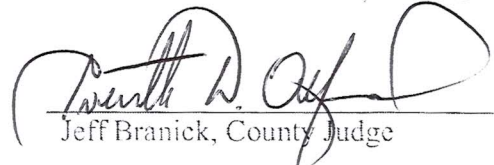
The County entered into a contract with Jan Girouard & Associates for one (1) year, from August 11, 2014 to August 10, 2015 with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for the third additional one (1) additional year from August 9, 2016 to August 8, 2017.

ATTEST:

JEFFERSON COUNTY, TEXAS

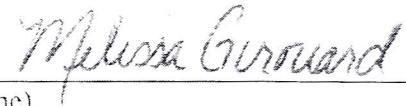
  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:

Jan Girouard & Associates

  
(Name)

## CONTRACT RENEWAL FOR IFB 14-035/JW

### TERM CONTRACT FOR HYDRATED LIME

The County entered into a contract with Lhoist North America for one (1) year, from September 15, 2014 to September 14, 2015 with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for second (1) additional year from September 13, 2016 to September 12, 2017.

ATTEST:

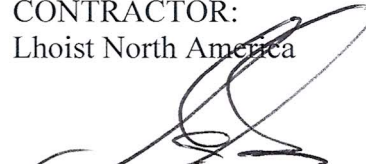
JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
Lhoist North America

  
(Name)



Attachment A  
Award of RFP 16-010/YS, Lease of Properties as a Result of Buy Out  
Awarded July 11, 2016

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Annual Lease Amount	Awarded to
1	123	227	Lene Ln	Beaumont TX	77705	East half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855	29.55265	-94.06438		None
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 27 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	Peggy McClendon
9	128	477	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres E15' Lot 14 Block 6 Lot 15 B6 .508 Acres Abstract 029250	29.93119	-94.11267	\$24.00	Ronnie Walston
10	49	492	Bass Rd	Beaumont TX	77705	28 Tr 2 & Hillebrandt 29 Heights Unrec .414 Abstract 029300	29.92014	-94.09386	\$5.00	Peggy McClendon
11	82	492	Lene Ln	Beaumont TX	77705	Lot 1 Block 2 Tract 5 and Lot 2 Block 2 Tract 8 Orange Farms 1.89 Abstract 048855	29.92142	-94.11057		None
12	17	520	Bass Rd	Beaumont TX	77705	Tr 1 Hillebrandt 29 Heights Unrec .414 Abstract 029300	29.92015	-94.09349	\$48.00	James Wyble
13	118	611	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres Lot 11 Block 6 Abst 26 M Grange Tract 74 .649, Abstract 029250	29.93409	-94.11089		None

14	89	993	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres Lot 51, Block 1, Lot 52 Tract 2 Block 1 Abstract 029250	29.93225	-94.11511	\$20.00	Casey Bonin
15	79	1068	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres, Lot 3, Block 2, Abstract 029250	29.93232	-94.11608		None
16	147	1291	Hillebrandt Acres	Beaumont TX	77705	Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 M Grange Abstract 029250	29.93041	-94.11799		None
17	104	1420	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres Lot 15 Block 2 Tract 20, .2661 Ac, Abstract 029250	29.93029	-94.118	\$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 029250	29.93394	-94.11567	\$36.00	Curtis Randall
22	101	3452	Ballard Rd	Beaumont TX	77705	Abstract 49 Wm Smith Tracts 33, 39, 78, 155 & 156 Abstract 102 Wm Carr Tracts 45 & 233 2.017 Acres	29.8794	-94.16014		None
23	126	3481	Ballard Rd	Beaumont TX	77705	Tracts 44, 58, 34 and 43 49 WM Smith 0.58 Loc off of Labelle Rd. Abstract 300049	29.87914	-94.16073		None
24	148	3534	Ballard Rd	Beaumont TX	77705	Tr 42 49 Wm Smith .22 Abstract 300049 Lot 42	29.87948	-94.16147		None
25	80	3577	Doucet	Beaumont TX	77705	Tracts 74 & 75, 49 Wm Smith .59 Abstract 300049 Lot 74,75	29.87802	-94.16027		None
26	140	3590	Doucet	Beaumont TX	77705	Tract 6449 Wm Smith .25 Abstract 300049 Lot 64	29.93611	-94.0919		None
27	76	7046	Bayou Trace	Beaumont TX	77705	191 Wm Reeves Tr 59 14.530747 J W Denny Tr 41 .240 Abstract 300191	29.84687	-94.2221		None
28	97	7303	Backridge Rd	Beaumont TX	77705	Tract 4 Tract 18 168 Jno McGaffey 4.760 Abstract 300168	29.72208	-93.94045	\$20.00	Kenneth W. Chadwick

29	87	7522	Hillebrandt	Beaumont TX	77705	Oak Park Acres Lot 25-A Block 2.50 Acres M Grange Abstract 26 Tract 55 Abstract 047750	29.93531	-94.10806	\$60.00	Grady A. Taylor
30	132	7806	Hwy 365	Beaumont TX	77705	Tract 4 Block 15 Orange Farms Abstract 048855	29.54785	-94.02711	\$1.00	Eric R. Brode
31	129	7818	Fm 365	Beaumont TX	77705	Tract 3 .803 Acres 15 Orange Farms Abstract 048855	29.54699	-94.0261	\$1.00	Eric R. Brode
32	131	8599	Hillebrandt Rd	Beaumont TX	77705	Lot 3 Block 2 Tract 1 .906 and Lot 4 Block 2 Tract 5 .908 Orange Farms Abstract 048855	29.56286	-94.0462		None
33	85	8629	Hillebrandt Rd	Beaumont TX	77705	Lot 3 Block 2 Tract 8, .9142 and Tract 4 .09 Orange Farms, abstract 048855	29.92352	-94.11226		None
34	95	10140	Baltimore	Beaumont TX	77705	Hillebrandt Acres Lot 8 Block 4 Abstract 029250	29.93415	-94.11255		None

35	113	10155	Baltimore	Beaumont TX	77705	Hillebrandt Acres North 1/2 Lot 1, Block 5 Abstract 029250	29.93415	-94.11214	\$4.00	Michael Breland
36	109	10191	Baltimore	Beaumont TX	77705	Lot 2 Block 5 Abstract 029250 Hillebrandt Acres	29.93386	-94.1119	\$7.00	Michael Breland
37	78	10234	Baltimore	Beaumont TX	77705	Hillebrandt Acres Lots 11- 13, Block 4 Abstract 029250	29.93348	-94.11378		None
38	72	10249	Barton Rd	Beaumont TX	77705	Hillebrandt Acres Lot 4, Block 4 Abstract 029250	29.93352	-94.11487		None
39	11	11025	Oak Ln	Beaumont TX	77705	Und 1/2 Int 9 3 Country Road Est Sect 3 Abstract 014861 Und Int In .500000	29.92057	-94.09485		Phillip Hallmark
40	18	11030	Country Lane Rd	Beaumont TX	77705	Lots 10, 11, 12 & 13, Block 3, Country Road Estates Section 3	29.92057	-94.094		Phillip Hallmark
41	3	11034	Kenner Rd	Beaumont TX	77705	20 Hillebrandt 21 Heights Unrec 1.061 Abstract 029300	29.92097	-94.09231	\$5.00	Peggy McClendon
42	13	11037	Hickory Ln	Beaumont TX	77705	9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961		None

43	4	11049	Kenner Rd	Beaumont TX	77705	Hillebrandt 8 Heights Unrec 2.809 Abstract 029300 And Lot 7 Hillebrandt Heights Unrec 2.791 Abst 029300	29.92079	-94.09115	\$20.00	Kenneth W. Chadwick
44	12	11087	Hickory Ln	Beaumont TX	77705	6& 2 / 2 All & 1r 1 S 1/2 Of 8 2 Country Road Est Sec 2* Abstract 014853	29.91987	-94.09611		None
45	9	11090	Country Lane Rd	Beaumont TX	77705	14 3 Country Road Est Sect 3 Abstract 014861	29.91994	-94.09397		Phillip Hallmark
46	10	11091	Country Lane Rd	Beaumont TX	77705	21 4 Country Road Est Sect 3 Abstract 014861	29.91977	-94.09359		None
47	48	11111	Oak Ln	Beaumont TX	77705	6 / 3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948		Phillip Hallmark
48	33	11124	Oak Ln	Beaumont TX	77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.09518		None
49	62	11126	Hickory Ln	Beaumont TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.09638		None
50	57	11134	Kenner Rd	Beaumont TX	77705	Hillebrandt 14 Heights Unrec 3 Abstract 029300	29.91965	-94.09236		None
51	28	11158	Hickory Ln	Beaumont TX	77705	Lt 20 Blk 1 Country Road Est Sec2 Abstract 014853	29.91888	-94.09638		None
52	27	11174	Hickory Ln	Beaumont TX	77705	19 1 Country Road Est Sect 2	29.91852	-94.09634		None
53	35	11180	Country Lane Rd	Beaumont TX	77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.09405		None
54	34	11189	Oak Ln	Beaumont TX	77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.09476		None
55	44	11189	Country Lane Rd	Beaumont TX	77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.09353		None

56	29	11200	Oak Ln	Beaumont TX	77705	22 2 All 18 2 Tr 2 & All Of 19 2 Country Road Est Sect 2 Abstract 014853	29.91824	-94.09513		None
57	59	11210	Country Lane Rd	Beaumont TX	77705	Lot 19, Block 3, Country Road Est Sect 3 Abstract 014861	29.91829	-94.09393		None
58	31	11217	Kenner Rd	Beaumont TX	77705	Hillebrandt 1 Heights Unrec 2.80 Abstract 029300	29.91825	-94.09169	\$20.00	John LeBlanc
59	42	11223	Oak Ln	Beaumont TX	77705	13 Country Road Est Sect 1 Abstract 014852	29.91788	-94.09476		None
60	22	11224	Oak Ln	Beaumont TX	77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.09526		None
61	53	11232	Country Lane Rd	Beaumont TX	77705	20 3 Country Road Est Sect 1 Abstract 014852	29.91761	-94.09409		None
62	26	11242	Hickory Ln	Beaumont TX	77705	15 16 17 1 Country Road Est Sect 2 Abstract 014853	29.91735	-94.09621		None
63	23	11248	Kenner Rd	Beaumont TX	77705	Lot 18 Hillebrandt Heights Unrec. Sec 3 Abst 029300	29.91804	-94.09244	\$103.00	Phillip & Lydia Hallmark
64	25	11258	Sweetgum Ln	Beaumont TX	77705	14 1 Country Road Est Sect 2 Abstract 014853	29.91743	-94.09586		None
65	43	11265	Sweetgum Ln	Beaumont TX	77705	12 Country Road Est Sect 2 Abstract 014853	29.91804	-94.09477		None
66	24	11276	Sweetgum Ln	Beaumont TX	77705	13 1 Country Road Est Sect 2 Abstract 014853	29.91741	-94.09556		None



67	21	11300	Sweetgum Ln	Beaumont TX	77705	10 & 11 1 Country Road Est Sect 1 12 1 Country Road Est Sect 2 Abstract 014852	29.91734	-94.09434		None
68	37	11309	Country Lane Rd	Beaumont TX	77705	7 5 Country Road Est Sect 1 Abstract 014852	29.91692	-94.09401		None
69	63	11309	Kenner Rd	Beaumont TX	77705	Tracts 4 & 6, Lot 1, Block 14, Orange Farms 1.38 Abst 048855	29.91698	-94.09181	\$12.00	Oscar & Amber 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	LS 5 1 Tr 2 Ls 6 1 & S 1/2 Lt 7 1 Tr 1 Country Road Est Sect 1 Abstract 014852	29.91628	-94.0961		None
75	58	11422	Country Lane Rd	Beaumont TX	77705	Lot 4, Block 1 Lot 5, Block 1 Tract 1 Country Road Estates Section 1 Abstract 014852	29.91573	-94.0962	\$6.00	Carla Mason

76	84	11456	Davidson Rd	Beaumont TX	77705	Lot 3, Block 14, Tract 1 0.726 Acres Orange Farms Abst 048855	29.91518	-94.08815	\$1.00	Landon Delage
77	39	11465	Sweetgum Ln	Beaumont TX	77705	14 4 Country Road Est Sect 1 Abstract 014852	29.91719	-94.09341	\$12.00	Phillip & Lydia Hallmark
78	2	11471	Country Lane Rd	Beaumont TX	77705	1 4 Country Road Est Sect 1 Abstract 014852	29.91512	-94.0958	\$60.00	Jason Vandiver
79	52	11477	Davidson Rd	Beaumont TX	77705	Tr 4 2 14 Orange Farms .666 Abstract 048855	29.9154	-94.08851	\$1.00	Landon Delage
80	20	11501	Sweetgum Ln	Beaumont TX	77705	13 4 Country Road Est Sect 1 Abstract 014852	29.91716	-94.09481	\$12.00	Phillip & Lydia Hallmark
81	50	11506	Sweetgum Ln	Beaumont TX	77705	8 5 Country Road Est Sect 1 Abstract 014852	29.91672	-94.09493		

82	64	11519	Sweetgum Ln	Beaumont TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91692	-94.0945	\$12.00	Phillip & Lydia Hallmark
83	138	11524	Davidson Rd	Beaumont TX	77705	Lot 3, Block 14, Tract 10 0.666 Acres Orange Farms Abst 048855	29.91606	-94.08812		
84	51	11541	Sweetgum Ln	Beaumont TX	77705	11 4 Country Road Est Sect 1 Abstract 014852	29.91642	-94.09262	\$12.00	Andrew Pritchard
85	146	11600	Sweetgum Ln	Beaumont TX	77705	Lots 11 & 12, Block 5 Country Road Est Section 1 Abstract 014852	29.91537	-94.09305	\$5.00	Daniel R. Ward
86	41	11604	Davidson Rd	Beaumont TX	77705	7 14 Tr 1 8 14 Tr 1 & Tr 11 Orange Farms 1.536 Loc Off Of Kenner Rd	29.91781	-94.08962	\$12.00	David & Meredith Hatcher
87	5	11611	Sweetgum Ln	Beaumont TX	77705	7 4 Country Road Est Sect 1 Abstract 014852	29.91533	-94.09261	\$5.00	George M. Greer
88	149	12125	Burr Lane	Nederland, TX	77701	44 Tr 3 (Part) And (Part) Of 45 C O Ellstrom 1.000 Abstract 019250	29.9333	-94.1132		None

89	93	15106	Labelle	Beaumont TX	77705	Lot 32, 102 Wm Carr .950 Abstract 300102	29.87782	-94.15935		None
90	136	17363	Boondocks	Beaumont TX	77705	Tract 34 4.808 Acres /4 / J W Denny (Out To Boondocks Rd)	29.86798	-94.22271		None
91	151	17859	Azalea Dr.	Beaumont TX	77705	Lots 27 and 28, Block 6, Green Thumb Estates Section 1	29.82694	-94.22387		None
92	141	17886	Azalea Dr	Beaumont TX	77705	Lot 59, Block 8 Green Thumb Estates 1 Abstract 024900	29.8263	-94.22453		None
93	81	18084	Azalea Dr	Beaumont TX	77705	Lots 45 & 46, Block 4 Green Thumb Estates Section 1 Abstract 024900	29.82363	-94.22463		None
94	105	18233	Big Hill Rd	Winnie TX	77655	Pt Tract 26509 L Hampshire .48 Acres Abstract 300509, Pt Tract 26509 L Hampshire 10.00 Acres Abstract 300509	29.82147	-94.23495		Phillip Hallmark
95	Restricted to Recreational Use Only	18235	Hwy 73	Beaumont TX	77705	Part Tract 24509 L Hampshire 1.000 Section 198 B Abstract 300509 & Part Tract 24 509 L Hampshire 10.110Sec 198-Babstract 300509	29.82415	-94.2336		Phillip Hallmark
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 Vacocu 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	\$250.00	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	Hillebrandt Road	Beaumont TX	77705	3.69 Acres out of Tract 1, Orange Farms Abstract 048855	29.92352	-94.1123		None
101	102	1551	Hillebrandt Acres	Beaumont TX	77705	Lot 21 Block 1 Abstract 029250 Hillebrandt Acres	29.93076	-94.11889	\$120.00	Lynn Prescott

## LEASE AGREEMENT

<b>THE STATE OF TEXAS</b>          <b>COUNTY OF JEFFERSON</b>	§  §  §	<b>ERIC R. BRODE</b>
---	---------------------	----------------------

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the “County,” and **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. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change

the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **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.**

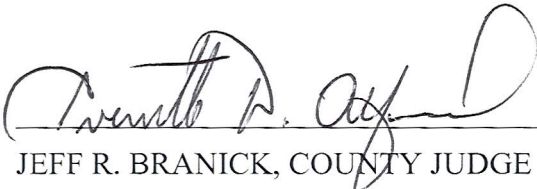
#### SUCCESSORS AND ASSIGNS

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

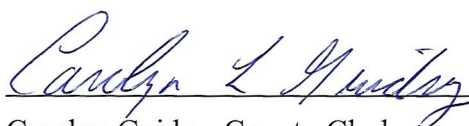
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on August 8, 2014.

 - PRO TEM  
JEFF R. BRANICK, COUNTY JUDGE

\_\_\_\_\_  
LESSEE

Attest:

  
Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **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

## LEASE AGREEMENT

THE STATE OF TEXAS	§	PHILLIP HALLMARK
	§	
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 **Phillip Hallmark**, hereinafter referred to as “Lessee.”

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following properties, in Jefferson County, Texas, hereinafter called the “Property”:

1. **11025 Oak Lane, Beaumont TX, 77705, being described as Und ½ Int 9 3 Country Road Est Sect 3 Abstract 014861 Und Int In .500000 (\$5.00.00/year, \$25.00/5-years)**
2. **11030 Country Lane Road, Beaumont TX, 77705, being described as Lot 10, 11, 12, & 13, Block 3, Country Road Estates Section 3 (\$5.00/year, \$25.00/5-years)**
3. **11090 Country Lane Road, Beaumont TX, 77705, being described as 14 3 Country Road Est Sect 3 Abstract 014861 (\$5.00/year, \$25.00/5-years)**
4. **11111 Oak Lane, Beaumont TX, 77705, being described as 6 7 3 Country Road Est Sect 3 Abstract 014861 (\$5.00/year, \$25.00/5-years)**
5. **18233 Big Hill Road, Winnie TX, 77655, being described as Pt Tract 26509 L Hamshire .48 Acres Abstract 300509, Pt Tract 26509 L Hamshire 10.00 Acres Abstract 300509 (\$5.00/year, \$25.00/5-years)**
6. **18235 Big Hill Road, Beaumont TX, 77705, being described as Part Tract 24509 L Hamshire 1.000 Section 198-B Abstract 300509 & Part Tract 24 509 L Hamshire 10.110 Sec 198-B Abstract 300509 (\$5.00/year, \$25.00/5-years)**

The Lease amount shall be **\$150.00 for five years** (\$30.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may

refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.

4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

## **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

## **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

## **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

## **NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Phillip Hallmark, 11254 Kenner Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

## **SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

## **MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on August 8, 2014.

Jeff R. Branick  
JEFF R. BRANICK, COUNTY JUDGE

PRO-TEM

\_\_\_\_\_  
LESSEE

Attest:

Carolyn L. Guidry  
Carolyn Guidry, County Clerk



## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **11025 OAK LANE, BEAUMONT TX, 77705, 11030 COUNTRY LANE ROAD, BEAUMONT TX, 77705, 11090 COUNTRY LANE ROAD, BEAUMONT TX, 77705, 18233 BIG HILL ROAD, WINNIE TX, 77655, AND 18235 HWY 73, 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 **11025 OAK LANE, BEAUMONT TX, 77705, 11030 COUNTRY LANE ROAD, BEAUMONT TX, 77705, 11090 COUNTRY LANE ROAD, BEAUMONT TX, 77705, 18233 BIG HILL ROAD, WINNIE TX, 77655, AND 18235 HWY 73, BEAUMONT TX, 77705.** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **PHILLIP HALLMARK.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

---

Signature

---

Date

---

Printed Name

---

Address

---

Telephone Number

**Jefferson CAD****Property Search Results > 47143 JEFFERSON COUNTY for Year 2015****Property****Account**

Property ID: 47143      Legal Description: HILLEBRANDT ACRES L15 B2 TR 2 0.2661 AC  
 Geographic ID: 029250-000-006900-00000-3      Agent Code:  
 Type: Real  
 Property Use Code: FJ  
 Property Use Description: COMMERCIAL JEFFERSON COUNTY

**Location**

Address: 1420 HILLEBRANDT ACRES TX      Mapsco: 101-14  
 Neighborhood:      Map ID: 0  
 Neighborhood CD:

**Owner**

Name: JEFFERSON COUNTY      Owner ID: 456568  
 Mailing Address: 1149 PEARL ST      % Ownership: 100.000000000000%  
 BEAUMONT, TX 77701  
 Exemptions: EX-XV

**Values**

(+) Improvement Homesite Value: + \$0  
 (+) Improvement Non-Homesite Value: + \$24,710  
 (+) Land Homesite Value: + \$0  
 (+) Land Non-Homesite Value: + \$1,330  
 (+) Agricultural Market Valuation: + \$0  
 (+) Timber Market Valuation: + \$0  
 -----  
 (=) Market Value: = \$26,040  
 (-) Ag or Timber Use Value Reduction: - \$0  
 -----  
 (=) Appraised Value: = \$26,040  
 (-) HS Cap: - \$0  
 -----  
 (=) Assessed Value: = \$26,040

*Jefferson Co. Purchasing Dept:*

*Since Jefferson Co. does not own this property please insure that the taxes that have been unpaid are collected for the past few years and that you remind my team + refund the \$3005 -.*

**Taxing Jurisdiction**

Owner: JEFFERSON.COUNTY  
 % Ownership: 100.000000000000%  
 Total Value: \$26,040

*Thank you,**Richie D. Leveyman*

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
101	BEAUMONT INDEPENDENT SCHOOL DISTRICT	1.315000	\$26,040	\$0	\$0.00
341	PORT OF BEAUMONT	0.067278	\$26,040	\$0	\$0.00
586	JEFFERSON COUNTY ESD #4	0.087410	\$26,040	\$0	\$0.00
755	SABINE-NECHES NAVIGATION DIST	0.091640	\$26,040	\$0	\$0.00
849	DRAINAGE DISTRICT #6	0.220587	\$26,040	\$0	\$0.00
901	JEFFERSON COUNTY	0.365000	\$26,040	\$0	\$0.00
A59	FARM AND LATERAL ROAD	0.000000	\$26,040	\$0	\$0.00
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	\$26,040	\$0	\$0.00
T341	TIF PORT OF BMT	0.000000	\$26,040	\$0	\$0.00



Total Tax Rate:

2.146915

Taxes w/Current Exemptions: \$0.00

Taxes w/o Exemptions: \$559.06

**Improvement / Building**

Improvement #1: Commercial State Code: FJ Living Area: sqft Value: \$24,710

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SR1	STORAGE 1	S		0	1872.0

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES25	RES25	0.2358	10270.00	79.00	130.00	\$1,330	\$0

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$24,710	\$1,330	0	26,040	\$0	\$26,040
2015	\$24,710	\$1,330	0	26,040	\$0	\$26,040
2014	\$24,710	\$1,330	0	26,040	\$0	\$26,040
2013	\$24,710	\$760	0	25,470	\$0	\$25,470
2012	\$24,710	\$760	0	25,470	\$0	\$25,470
2011	\$24,710	\$760	0	25,470	\$0	\$25,470
2010	\$24,710	\$760	0	25,470	\$0	\$25,470
2009	\$7,580	\$760	0	8,340	\$0	\$8,340
2008	\$83,180	\$1,900	0	85,080	\$27,275	\$57,805
2007	\$50,650	\$1,900	0	52,550	\$0	\$52,550
2006	\$52,800	\$1,900	0	54,700	\$0	\$54,700
2005	\$45,050	\$3,940	0	48,990	\$0	\$48,990
2004	\$40,950	\$3,940	0	44,890	\$0	\$44,890
2003	\$32,110	\$3,940	0	36,050	\$0	\$36,050
2002	\$31,140	\$3,940	0	35,080	\$0	\$35,080
2001	\$31,140	\$3,940	0	35,080	\$0	\$35,080

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/13/2009 12:00:00 AM	WD	WARRANTY DEED	HOFFPAUIR BRADL	JEFFERSON COUN			2009031419
2	11/22/2005 12:00:00 AM	WD	WARRANTY DEED	PEEK JESSE B	HOFFPAUIR BRADL			2005041886
3	1/16/2004 12:00:00 AM	WD	WARRANTY DEED		PEEK JESSE B IV			2004006382

**Questions Please Call (409) 840-9944**

Website version: 1.2.2.2

Database last updated on: 6/7/2016 11:52 PM

© 2016 True Automation, Inc. All Rights Reserved. Privacy Notice

This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.



<p><b>“Subscriber” Name: Criminal District Court (Drug Impact)</b></p>	<p><b>Lexis.com Account Number: 112W61</b></p>
<p><b>“LN”: LexisNexis, a division of RELX Inc.</b></p>	

This Lexis Advance Upgrade Amendment (the "Amendment") is between LN and Subscriber and is intended to revise the LN business agreement (which may be referred to as a Subscription Agreement, Lexis Advance Subscription Agreement for Law Firms, Fixed Price Committed Period, etc. and which establishes a committed term for use of the Online Services in exchange for a fixed and/or discounted monthly commitment) (the "Agreement"), previously executed between the parties, as the same may have been previously amended.

**1. Purpose of Amendment.** This Amendment will serve as Subscriber's acknowledgment that its subscription will be upgraded from *lexis.com* to Lexis Advance within a commercially reasonable period after Subscriber's execution of this Amendment. As a result of this Amendment, Subscriber's access to *lexis.com* will be terminated as of **8/31/2016** (prior to this time, Subscriber will have access to the content in *lexis.com* described in the Agreement) and the Agreement will also be revised as stated below.

**2. Lexis Advance Content, Term, and Charges.** This Section 2 revises and restates the materials and features included in Subscriber's fixed rate plan, the charges applicable to Subscriber, and the Committed Term of the Agreement. Subscriber's access to materials outside of the fixed rate plan will be governed by the Agreement.

2.1 During the Term (as defined below), Subscriber will have access to the Lexis Advance Content & Features listed below. In addition, Subscriber will also be provided with access to the premium features Shepard's Graphical and Research Map at no additional charge during the Term.

[illegible]

2.2 The Term of the Agreement will be for Committed Terms listed in the table below Section 2.3 (the "Term"). Upon the expiration of the Committed Term, the Agreement and Amendments will automatically terminate at the end of the Committed Term in absence of a renewing amendment.

2.3 During the Term, Subscriber will pay to LN each month the "Monthly Installment" amount listed below for access to and use of the Lexis Advance Content & Features listed in Section 2.1.

Committed Period	Monthly Installment
Activation - 8/31/2016	\$0.00
9/1/2016 - 8/31/2017	\$68
9/1/2017 - 8/31/2018	\$68
9/1/2018 - 8/31/2019	\$68

2.4 Subscriber acknowledges the pricing and content provided in this Amendment depend in part on the number of users listed for each product selected. Subscriber certifies that as of the date Subscriber signs this Amendment the number of attorneys receiving LN IDs (including attorney, judge or professional user or other support personnel) in Subscriber's office as Subscriber has specified below is true and accurate. Subscriber will be entitled to receive up to three (3) LN IDs for each number of users listed above for each product selected. Each LN ID must be issued for individual use by the attorney, judge or professional user or other support personnel. Subscriber will immediately notify LN in writing on each event of an increase in the Reference Number. At the reasonable request of LN, Subscriber will certify in writing the then-current Reference Number. If there is a change in the Reference Number, LN may, in its sole discretion, on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Installment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

Number of Government Professional Users:

1

### 3. Miscellaneous

Except as expressly revised in this Amendment, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Amendment and the Agreement, this Amendment will control.

### 4. Closed Offer

The prices and other terms are subject to change to if Subscriber has not submitted a signed original or copy on or before August 15, 2016.

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance.

### AGREED TO AND ACCEPTED BY:

Subscriber: Criminal District Court (Drug Impact)

[MUST BE COMPLETED BY SUBSCRIBER]

Authorized Subscriber Signature:

Printed Name:

Job Title:

Date:

*Jeff R. Branick*  
**Jeff R. Branick**  
**Jefferson County Judge**  
**August 8, 2016**

ATTEST  
DATE

*Carolyn L. Mundy*  
**8/11/16**



CUSTOMER INFORMATION (Please type or print):	
Organization Name: (Full Legal Name)	Criminal District Court (Drug Impact)
Billing Frequency:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually
Physical Address	
Street Address:	1149 Pearl St FL 7
City:	Beaumont
State:	TX
Zip:	77701
County:	
Telephone:	(409) 835-8506
Fax:	
Parent Company: (if applicable)	

**Type of Organization:**☐ Legislative☒ Judicial☐ ExecutiveProfessional User: 1

Practicing Area of Law: \_\_\_\_\_

Support Staff: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Bar No: \_\_\_\_\_

Issuing State: TX

Date Issued/Expiration Date: \_\_\_\_\_

Organization Web Address: \_\_\_\_\_

Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate)MSA: ☐ Yes ☒ No☐ No

Tax ID No: \_\_\_\_\_

State Contract No:  
(If applicable)PO No:  
(If applicable)**Contacts:**

	Name	Telephone	Email
Installation:	Larry Gist	(409) 835-8506	bestjudge@aol.com
Billing:	Larry Gist	(409) 835-8506	bestjudge@aol.com
Policy/Legal Notification:	Larry Gist	(409) 835-8506	bestjudge@aol.com
Scheduling/Training:	Larry Gist	(409) 835-8506	bestjudge@aol.com
	Name	Telephone	
Super Admin:	Larry Gist	(409) 835-8506	
	Email	IP Address	
	bestjudge@aol.com		

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/> )	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Larry Gist	Judge	bestjudge@aol.com	Beaumont, TX



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in dark ink, appearing to be "dc" with a flourish underneath.

Date: July 28, 2016

Re: Disposal of Scrap Property

Consider and possibly approve disposal of Kettle. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

August 8, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CORRECTIONAL FACILITY	KETTLE		
contact person: Mistey Reeves			

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



### AMENDMENT TO CONCESSION AGREEMENT

THIS AMENDMENT TO CONCESSION AGREEMENT (the "First Amendment"), is made and entered into effective this **1st day of September, 2016**, by and between Jefferson County, ("the lessor") and **Avis Budget Car Rental, LLC**. ("the lessee").

Whereas on October 7, 2013, Avis Budget Car Rental, LLC leased 192 square feet from Jefferson County for 5 years as shown in the attached lease;

Whereas the parties desire to amend the lease to change the area leased by lessee, from the Lessor, thereby redefining the term, "Premises" and adjusting the rent for the Premises (as redefined).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**Article III Premises** to the lease is hereby amended to read as follows:

(b) Parking Areas: Concessionaire shall have the right to the exclusive use of the parking area for 76 spaces as designated on Exhibit A.

**Article V Premises** to the lease is hereby amended to read as follows:

(a) A charge for approximately 192 square feet of counter and administrative space, at the rate of \$24.00 per square foot per annum and charge of \$745.00 per month for the parking spaces shown on Exhibits A (car rental parking) and C (truck rental parking), totaling 102 spaces. If a designated overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.

Except as otherwise amended by this Amendment, the all other provisions of the original lease shall remain in full force and effect.

Lessor has executed and delivered this Amendment as of the date first mentioned above. Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

LESSOR:

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

Jeff Branick

Jefferson County Judge

LESSEE:

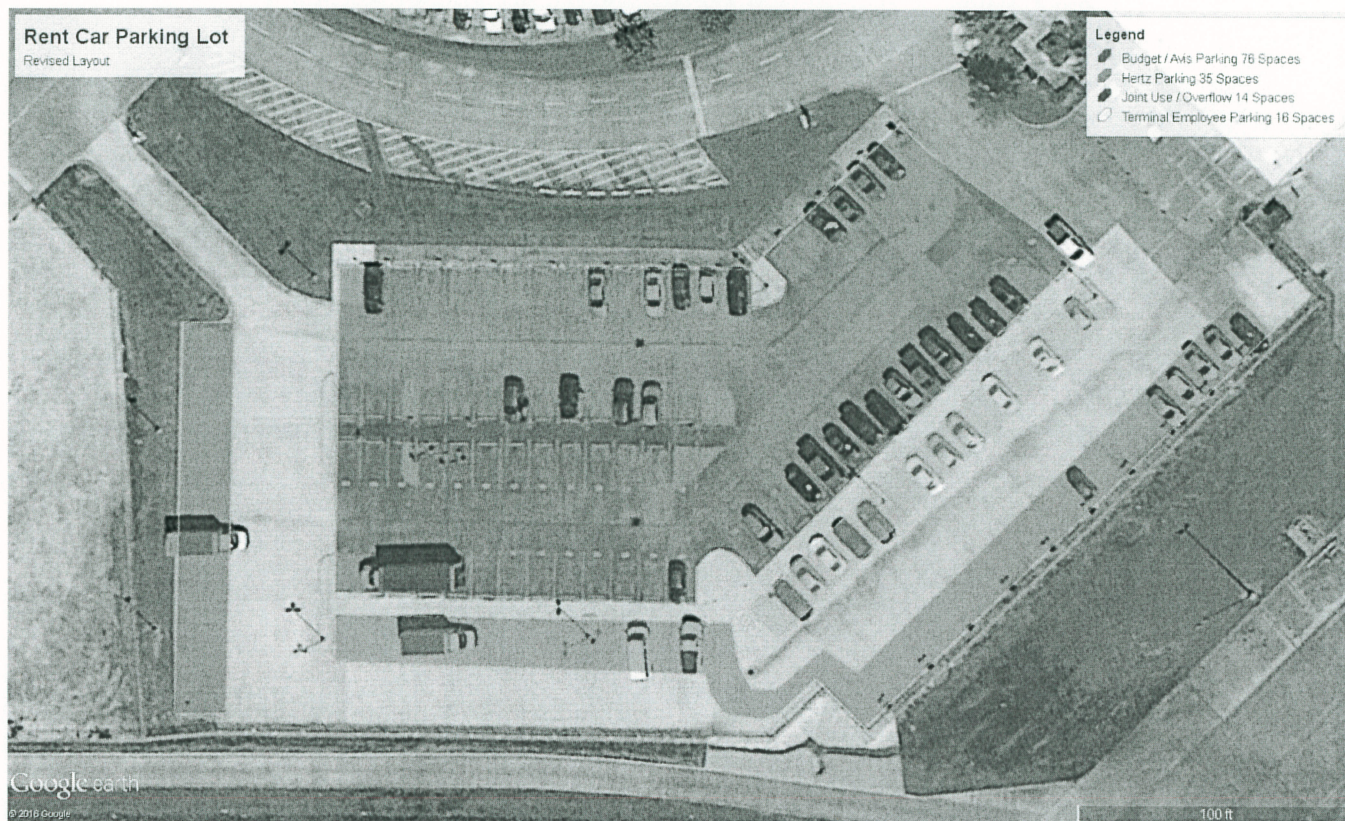
By: \_\_\_\_\_

Authorized Representative

Avis Budget Group, Inc.



## Exhibit A Rental Car Parking Lot





### Exhibit C

#### Truck Rental Parking





## JEFFERSON COUNTY PURCHASING DIVISION

*Deborah L. Clark, County Purchasing Agent*

---

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

### MEMORANDUM

To: Patrick Swain  
County Auditor

From: Deborah Clark  
Purchasing Agent

Date: August 3, 2016

Re: Purchasing Budget Amendment/2015

I am requesting a transfer of \$4500.00 from 12010224155001 to 12010224156002. This is for three (3) replacement computers.

Thank you for your attention to this matter.



**BOB WORTHAM**  
CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse  
1085 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8650  
FAX (409) 784-5893

**PAT KNAUTH**  
First Assistant

**ASHLEY MOLFINO**  
Criminal Chief

**WAYLN THOMPSON**  
Appellate Chief

**CORY KNEELAND**  
Chief of Intake

**GARY REAVES**  
Executive Assistant

**KATHLEEN M. KENNEDY**  
Civil Chief

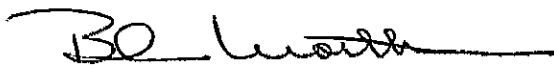
**RANDI KING**  
Family Chief

**JAMES ARCENEUX**  
Chief Investigator

Date: August 3, 2016  
District Attorney's Office

RE: Budget Amendment

Budget amendment moving \$85,000 from Employees Insurance (120-2030-412-2003) to Transfer out – Capital Projects (120-0000-491-8006) to help fund the construction and furniture.

  
\_\_\_\_\_  
Bob Wortham



**BOB WORTHAM**  
CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse  
1085 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8550  
FAX (409) 784-5893

**PAT KNAUTH**  
First Assistant

**ASHLEY MOLFINO**  
Criminal Chief

**WAYLN THOMPSON**  
Appellate Chief

**CORY KNEELAND**  
Chief of Intake

**GARY REAVES**  
Executive Assistant

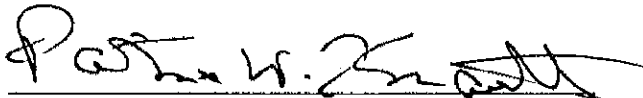
**KATHLEEN M. KENNEDY**  
Civil Chief

**RANDI KING**  
Family Chief

**JAMES ARCENEUX**  
Chief Investigator

Date: August 2, 2016  
District Attorney's Office

Please transfer \$5,000.00 from Postage Account Number 120-2030-412-4052 to Contractual Service Account Number 120-2030-412-5077 to allow us to pay outstanding invoices for our contractual service account through the end of September 2016.

  
PATRICK KNAUTH

---

---

MEMORANDUM

---

---

**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** AUGUST 4, 2016

---

The following budget amendment for the Court Master is necessary for additional purchases of chairs.

120-2055-412-3084    Pauper Attorney Fees    \$3,400

120-2055-412-5077    Contractual Services    \$3,400

**DATE:** August 3, 2016

**TO:** Patrick Swain  
Auditor

**FROM:** Chief Mark Dubois

**RE:** Budgetary funds transfer

We are requesting the following transfer of funds:

From Account # 120-3060-421-10-02	Asisstants and Clerks	\$40,000
-----------------------------------	-----------------------	----------

To the following account line:

# 120-3060-421-60-20	Testing Equipment	\$40,000
----------------------	-------------------	----------

Justification: The transfer is needed to purchase a new gas chromatograph for the crime lab.

**DATE:** August 3, 2016

**TO:** Patrick Swain  
Auditor

**FROM:** Chief Mark Dubois

**RE:** Budgetary funds transfer

We are requesting the following transfer of funds:

From Account # 120-3060-421-10-02	Asisstants and Clerks	\$11,000
-----------------------------------	-----------------------	----------

To the following account line:

# 120-3060-421-60-02	Computers	\$11,000
----------------------	-----------	----------

Justification: The transfer is needed to purchase a server per MIS request so that submitting agencies can access their crime lab reports.

**Fran Lee**

---

**From:** Bryan Werner <bwerner@co.jefferson.tx.us>  
**Sent:** Wednesday, August 03, 2016 11:42 AM  
**To:** flee@co.jefferson.tx.us  
**Subject:** Budget Transfer

Fran please transfer \$1,000 from Contractual Services (120-3068-425-5077) to Minor equipment (~~120-3068-425-3084~~) to cover cost of gun safe. Please contact me if you need anything further.

Thanks Bryan Werner



**Fran Lee**

---

**From:** Loma George <george@co.jefferson.tx.us>  
**Sent:** Wednesday, August 03, 2016 4:39 PM  
**To:** 'Fran Lee'  
**Subject:** FW: Agenda



**Loma George**  
**Administrative Aide to County Judge Jeff R. Branick**  
**Phone: (409) 835-8466**  
**Fax: (409) 839-2311**  
**Email: [george@co.jefferson.tx.us](mailto:george@co.jefferson.tx.us)**

**From:** Shenita Keyes [<mailto:skeyes@co.jefferson.tx.us>]  
**Sent:** Wednesday, August 03, 2016 4:33 PM  
**To:** [George@co.jefferson.tx.us](mailto:George@co.jefferson.tx.us)  
**Subject:** Agenda

Could you please place on the Agenda:

Port Arthur Maintenance transfer of funds from account 120-6084-416-50-53 in amount of \$2,104.00 to account 120-6084-416-40-09

Reason: To cover end of year budget bills.

Also transfer \$1,000 from 120-6084-416-2003 Employees Insurance to Contingental Services 120 6084 416 5077

Thanks  
 Shenita Keyes  
 Maintenance Sec.

**Fran Lee**

---

**From:** Joe Zurita <jzurita@co.jefferson.tx.us>  
**Sent:** Wednesday, August 03, 2016 3:20 PM  
**To:** Fran Lee  
**Subject:** budget transfer

~~Could you please transfer \$4,745 gasoline (120-8095-417-3037) to minor equipment (120-8095-417-3084).~~

Also can you Transfer \$10,596 from gasoline (120-8095-417-3037) to Buildings and structures (120-8095-417-6014)

Repairs/replacement to 6 overhead/garage doors

**Veteran Service  
Office**


# Memo

**To:** Fran Lee  
**From:** Hilary L. Guest  
**CC:**  
**Date:** July 28, 2016  
**Re:** Budget Transfer

---

I would like to request the following budget transfer at this time. I would like to transfer \$113.00 From Extra Help (acct. # 120-8096-419.1005) to my Books-Printed (acct. # 120-8096-419.3010) to cover the cost of the Veteran Affairs CRF books.

Thank you.



Hilary L. Guest

# AGREEMENT

I hereby agree to preside over all jail arraignments and all other proceedings assigned by the judges of the Criminal District, 252nd District and Drug Impact Courts designed to expedite the processing of felony criminal cases.

I will be primarily responsible for performing all such duties. Judge Harold Plessala will assume these responsibilities when I am unable to do so, or I will obtain another qualified magistrate to perform these duties when we are unavailable. Any magistrate so designated will be paid at the same rate.

Payment for such service will be at the rate of \$250 per court session during weekdays, and \$300 per court session on holidays, weekends, or when juvenile detention hearings are held.

This agreement begins on October 1, 2016 and terminates on September 30, 2017.



Judge Leonard J. Giblin, Jr.

ACCEPTED

---

For Jefferson County



# JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
*LAW ENFORCEMENT*

CHIEF GEORGE MILLER  
*CORRECTIONS*

CHIEF MARK DUBOIS  
*SERVICES*

CHIEF RON HOBBS  
*NARCOTICS*

**DATE:** August 4, 2016

**TO:** Patrick Swain  
Auditor

**FROM:** Chief Mark Dubois

**RE:** Replacement Vehicle

The Sheriff's Office is requesting to utilize contingency funds for the purchase of a replacement patrol vehicle that was recently damaged in a motor vehicle accident. The cost of repairs exceeds the value of the vehicle. The amount of a replacement vehicle will be \$32,610.

Quote for the vehicle is attached.

Feel free to contact me if you have any questions.

Thanks,

Mark Dubois  
Deputy Chief, Services  
835-8734



# DEFENDER SUPPLY

Date	6/15/2016
Estimate By	Bryan Brooks bryan@defendersupply.com (903) 564-5641



Bill To
Jefferson County Mark Dubois

Customer Contact	
Customer Phone	409-835-8734
Customer E-mail	mdubois@co.jefferson...
Estimate #	14792

## 2016 Chevy Tahoe 9C1

Vehicle Base Color - Black

Description	Location
<p>2016 Chevrolet Tahoe 9C1 2WD Pursuit Vehicle - with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity &amp; Front Tow Hooks. (Purchased Through Holklay Chevrolet - Tarrant County Contract).</p> <p>Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately) - (for Silverado 2500 and above please include part #)</p> <p>***Delivery to Jefferson Co SO - Rate for the first vehicle is \$275.00, each additional vehicle on the same order is \$160.00.</p> <p>Texas Government or Municipality - No Sales Tax</p>	

SIGNATURE \_\_\_\_\_

Vehicle and Emergency Equipment Total

\$32,610.00

Quantity Ordered

1

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Total Vehicle Order Cost

\$32,610.00

PGM: GMCOMMV2	DATE 08-08-2016	PAGE: 1 59	TOTAL
NAME	AMOUNT	CHECK NO.	
JURY FUND			
TRI-CITY COFFEE SERVICE	478.79	423515	478.79**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	210.79	423458	
M&D SUPPLY	275.82	423480	
METAL-MART	1,678.21	423482	
MUNRO'S	58.30	423483	
SEABREEZE CULVERT, INC.	3,388.00	423501	
SMART'S TRUCK & TRAILER, INC.	137.66	423503	
VULCAN MATERIALS CO.	12,696.17	423519	
SOUTHERN TIRE MART, LLC	5,833.90	423524	
UNITED STATES POSTAL SERVICE	.93	423538	
MARTIN PRODUCT SALES LLC	13,364.88	423569	
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	
ASCO	3,391.36	423601	
REPUBLIC SERVICES	45.00	423625	
CINTAS CORPORATION	87.45	423631	41,238.47**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	1,935.96	423445	
ENTERGY	94.95	423470	
MUNRO'S	11.95	423483	
TRIANGLE CLUTCH REBLDRS.	226.00	423514	
BUMPER TO BUMPER	2,245.99	423561	
DE LAGE LANDEN PUBLIC FINANCE	90.00	423588	
REPUBLIC SERVICES	72.60	423625	4,677.45**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	5,485.22	423445	
AUDILET TRACTOR SALES	335.46	423455	
DYNAMIC POWER SYSTEM, INC.	116.70	423461	
ENTERGY	382.06	423470	
CASH ADVANCE ACCOUNT	86.94	423477	
MUNRO'S	23.15	423483	
OIL CITY TRACTORS, INC.	635.77	423488	
W. JEFFERSON COUNTY M.W.D.	32.16	423521	
HOWARD'S AUTO SUPPLY	236.22	423527	
TEXAS GAS SERVICE	149.60	423553	
WINDSTREAM	48.16	423568	
DE LAGE LANDEN PUBLIC FINANCE	140.00	423588	
SPURLOCK ROAD VETERINARY CLINIC	155.72	423592	
SHOPPA'S FARM SUPPLY	111.96	423614	7,939.12**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	331.16	423453	
RB EVERETT & COMPANY, INC.	5,407.71	423465	
KAY ELECTRONICS, INC.	95.57	423478	
M&D SUPPLY	140.89	423480	
MUNRO'S	73.03	423483	
SMART'S TRUCK & TRAILER, INC.	76.28	423503	
TRIANGLE AIR CARE, INC.	273.00	423512	
WAUKESHA-PEARCE IND., INC.	542.90	423520	
W. JEFFERSON COUNTY M.W.D.	88.67	423521	
UNITED STATES POSTAL SERVICE	2.35	423538	
MARTIN PRODUCT SALES LLC	3,659.09	423569	
DE LAGE LANDEN PUBLIC FINANCE	229.79	423588	
ON TIME TIRE	174.96	423595	
REPUBLIC SERVICES	72.60	423625	11,168.00**
ENGINEERING FUND			
OFFICE DEPOT	76.15	423487	
DE LAGE LANDEN PUBLIC FINANCE	460.94	423588	537.09**
PARKS & RECREATION			
ENTERGY	8.73	423470	

PGM: GMCOMMV2	DATE 08-08-2016	AMOUNT	CHECK NO.	PAGE: 2 60 TOTAL
W. JEFFERSON COUNTY M.W.D.		52.26	423521	
LOWE'S HOME CENTERS, INC.		26.95	423545	
				87.94**
GENERAL FUND				
TAX OFFICE				
OFFICE DEPOT		118.81	423487	
SOUTHEAST TEXAS WATER		282.00	423504	
AT&T		107.04	423505	
UNITED STATES POSTAL SERVICE		842.62	423538	
DE LAGE LANDEN PUBLIC FINANCE		370.00	423588	
				1,720.47*
COUNTY HUMAN RESOURCES				
UNITED STATES POSTAL SERVICE		1.60	423538	
DE LAGE LANDEN PUBLIC FINANCE		70.00	423588	
				71.60*
AUDITOR'S OFFICE				
SOUTHEAST TEXAS WATER		29.95	423504	
UNITED STATES POSTAL SERVICE		8.54	423538	
DE LAGE LANDEN PUBLIC FINANCE		70.00	423588	
				108.49*
COUNTY CLERK				
OFFICE DEPOT		105.41	423487	
UNITED STATES POSTAL SERVICE		280.14	423538	
DE LAGE LANDEN PUBLIC FINANCE		1,052.82	423588	
				1,438.37*
COUNTY JUDGE				
JOHN E MACEY		500.00	423481	
UNITED STATES POSTAL SERVICE		15.09	423538	
DE LAGE LANDEN PUBLIC FINANCE		70.00	423588	
				585.09*
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE		.40	423538	
DE LAGE LANDEN PUBLIC FINANCE		70.00	423588	
				70.40*
COUNTY TREASURER				
UNITED STATES POSTAL SERVICE		183.39	423538	
DE LAGE LANDEN PUBLIC FINANCE		331.89	423588	
				515.28*
PRINTING DEPARTMENT				
DE LAGE LANDEN PUBLIC FINANCE		1,200.00	423588	
				1,200.00*
PURCHASING DEPARTMENT				
UNITED PARCEL SERVICE		.83	423516	
UNITED STATES POSTAL SERVICE		96.32	423538	
DE LAGE LANDEN PUBLIC FINANCE		70.00	423588	
				167.15*
GENERAL SERVICES				
CASH ADVANCE ACCOUNT		30.00	423477	
VERIZON WIRELESS		303.94	423534	
SAM'S CLUB DIRECT		41.90	423598	
DYNAMEX INC		159.55	423605	
SPOK INC		3.00	423611	
HILL COUNTRY PEST CONTROL		6,757.72	423636	
				7,296.11*
DATA PROCESSING				
GUARDIAN FORCE		41.00	423441	
SOUTHERN COMPUTER WAREHOUSE		312.47	423452	
OFFICE DEPOT		57.86	423487	
DE LAGE LANDEN PUBLIC FINANCE		70.00	423588	
SPOK INC		12.07	423611	
				493.40*
VOTERS REGISTRATION DEPT				



PGM: GMCOMMV2	DATE 08-08-2016		PAGE: 3
NAME	AMOUNT	CHECK NO.	TOTAL 61
OFFICE DEPOT	146.84	423487	
UNITED STATES POSTAL SERVICE	201.09	423538	
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	417.93*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	13.05	423538	
DE LAGE LANDEN PUBLIC FINANCE	271.65	423588	284.70*
DISTRICT ATTORNEY			
FED EX	53.20	423467	
JEFFERSON CTY. DISTRICT ATTORNEY	12,200.00	423476	
CASH ADVANCE ACCOUNT	160.00	423477	
OFFICE DEPOT	2,340.74	423487	
RELIABLE COURT REPORTING	406.02	423497	
TDCAA BOOK ORDERS	49.00	423508	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	423510	
TRIANGLE BLUE PRINT CO., INC.	85.00	423513	
UNITED STATES POSTAL SERVICE	276.73	423538	
BEAUMONT BLINDS AND SHUTTERS	2,797.66	423576	
DE LAGE LANDEN PUBLIC FINANCE	480.00	423588	
INDEPENDENT STATIONERS	499.00	423589	
DALLAS COUNTY TREASURER	876.00	423600	
TRANSUNION RISK AND ALTERNATIVE	112.00	423617	
HIGGINBOTHAM INSURANCE AGENCY INC	142.00	423618	20,827.35*
DISTRICT CLERK			
OFFICE DEPOT	119.94	423487	
UNITED STATES POSTAL SERVICE	473.79	423538	
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	663.73*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,375.00	423457	
MARSHA NORMAND	8,750.00	423485	
DE LAGE LANDEN PUBLIC FINANCE	441.64	423588	13,566.64*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	70.40	423538	
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	70.40*
60TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	70.00*
136TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	70.00*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	70.00*
252ND DISTRICT COURT			
WILBARGER COUNTY, TEXAS - COUNTY	715.00	423440	
DAVID W BARLOW	4,375.00	423457	
CASH ADVANCE ACCOUNT	857.38	423477	
MIKE VAN ZANDT	2,029.24	423517	
MIKE VAN ZANDT	8,750.00	423518	
KEVIN S. LAINE	800.00	423526	
UNITED STATES POSTAL SERVICE	179.38	423538	
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	17,776.00*
279TH DISTRICT COURT			
PHILLIP DOWDEN	1,050.00	423451	
GLEN M. CROCKER	1,050.00	423541	
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	2,170.00*
317TH DISTRICT COURT			

PGM: GMCOMMV2	DATE 08-08-2016	PAGE: 4 62
NAME	AMOUNT	CHECK NO. TOTAL
PHILLIP DOWDEN	1,225.00	423451
TRAVIS EVANS	695.00	423464
TERRENCE HOLMES	225.00	423472
OFFICE DEPOT	94.30	423487
MARVA PROVO	1,200.00	423494
ANITA F. PROVO	500.00	423495
WENDELL RADFORD	1,000.00	423496
KEVIN S. LAINE	650.00	423526
CHARLES ROJAS	300.00	423529
UNITED STATES POSTAL SERVICE	.47	423538
LEXIS-NEXIS	56.00	423539
GLEN M. CROCKER	75.00	423541
LANGSTON ADAMS	500.00	423550
JOEL WEBB VAZQUEZ	1,150.00	423560
JONATHAN L. STOVALL	75.00	423584
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
MATUSKA LAW FIRM	150.00	423608
TARA SHELANDER	150.00	423610
MELANIE AIREY	300.00	423619
LAW OFFICE OF J SCOTT FREDERICK	75.00	423620
JUSTICE COURT-PCT 1 PL 1		8,490.77*
UNITED STATES POSTAL SERVICE	39.27	423538
CLASSIC FORMS AND PRODUCTS	297.00	423554
DE LAGE LANDEN PUBLIC FINANCE	90.00	423588
JUSTICE COURT-PCT 1 PL 2		426.27*
UNITED STATES POSTAL SERVICE	.68	423538
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
JUSTICE COURT-PCT 2		70.68*
CASH ADVANCE ACCOUNT	783.19	423477
JUSTICE COURT-PCT 4		783.19*
DE LAGE LANDEN PUBLIC FINANCE	90.00	423588
JUSTICE COURT-PCT 6		90.00*
UNITED STATES POSTAL SERVICE	31.38	423538
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
JUSTICE OF PEACE PCT. 8		101.38*
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
COUNTY COURT AT LAW NO.1		70.00*
UNITED STATES POSTAL SERVICE	.93	423538
SIERRA SPRING WATER CO. - BT	73.65	423540
DE LAGE LANDEN PUBLIC FINANCE	245.92	423588
COUNTY COURT AT LAW NO. 2		320.50*
CASH ADVANCE ACCOUNT	1,122.49	423477
UNITED STATES POSTAL SERVICE	8.84	423538
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
AMY TOMLINSON	250.00	423623
COUNTY COURT AT LAW NO. 3		1,451.33*
TODD W. LEBLANC	250.00	423443
JACK LAWRENCE	250.00	423446
UNITED STATES POSTAL SERVICE	9.24	423538
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
SAMUEL & SON LAW FIRM PLLC	250.00	423613
COURT MASTER		829.24*
UNITED STATES POSTAL SERVICE	4.25	423538

PGM: GMCOMMV2	DATE 08-08-2016		PAGE: 5
NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	
MEDIATION CENTER			74.25*
OFFICE DEPOT	114.62	423487	
SOUTHEAST TEXAS WATER	38.85	423504	
UNITED STATES POSTAL SERVICE	5.19	423538	
USER FRIENDLY PHONE BOOK	637.20	423564	
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	
COMMUNITY SUPERVISION			865.86*
DE LAGE LANDEN PUBLIC FINANCE	280.00	423588	
SHERIFF'S DEPARTMENT			280.00*
HERNANDEZ OFFICE SUPPLY, INC.	26.95	423471	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	640.00	423475	
OFFICE DEPOT	1,470.98	423487	
AT&T	302.89	423505	
LAFAYETTE INSTRUMENT COMPANY	1,005.00	423525	
UNITED STATES POSTAL SERVICE	1,081.84	423538	
JEFFERSON ELECTRIC CO., INC.	1,975.94	423546	
PAX SUPPLY	23.04	423573	
DE LAGE LANDEN PUBLIC FINANCE	800.00	423588	
LONE STAR UNIFORMS	55.00	423622	
REPUBLIC SERVICES	45.00	423625	
CRIME LABORATORY			7,426.64*
ABACUS DIAGNOSTIC, INC.	476.00	423448	
FED EX	289.70	423467	
HENRY SCHEIN, INC.	449.68	423500	
SOUTHEAST TEXAS WATER	79.90	423504	
SOUTHWESTERN ASSOCIATION OF	35.00	423530	
VERIZON WIRELESS	151.96	423535	
AIRGAS SOUTHWEST	71.43	423575	
IMADA INC	176.40	423582	
DE LAGE LANDEN PUBLIC FINANCE	90.00	423588	
LABSOURCE	93.28	423627	
JAIL - NO. 2			1,913.35*
ENTERGY	36,084.75	423470	
AT&T	967.71	423505	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	423588	
REPUBLIC SERVICES	1,690.00	423625	
JUVENILE PROBATION DEPT.			40,022.46*
G. FRAN HUDGINS	1,905.00	423473	
LARONDA TURNER	144.72	423491	
CHERYL TARVER	86.40	423523	
UNITED STATES POSTAL SERVICE	93.65	423538	
SHANNA CITIZEN	56.16	423549	
LATASHA DILL	140.94	423565	
LYNN BIERHALTER	129.60	423566	
SHARON STREETMAN	21.60	423567	
BRIA LYNCH	26.00	423577	
DE LAGE LANDEN PUBLIC FINANCE	140.00	423588	
CLINTON DEROUEN	23.76	423594	
DURWARD MINOR	143.10	423603	
JOSH CUYOS	203.04	423609	
SPOK INC	48.28	423611	
TANISHA GRIFFIN	250.02	423616	
KAREN RIGGS	139.32	423624	
TRISHA R GARCIA	43.74	423633	
JUVENILE DETENTION HOME			3,595.33*
EPS	160.00	423462	
ENTERGY	7,056.28	423470	
AT&T	690.79	423505	

PGM: GMCOMMV2	DATE 08-08-2016	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
BEN E KEITH FOODS	2,514.90	423558
DE LAGE LANDEN PUBLIC FINANCE	229.79	423588
REPUBLIC SERVICES	455.00	423625
CONSTABLE PCT 1		11,106.76*
UNITED STATES POSTAL SERVICE	189.55	423538
DE LAGE LANDEN PUBLIC FINANCE	323.13	423588
CONSTABLE-PCT 2		512.68*
ACADIAN HARDWOODS, BEAUMONT	1,039.20	423547
CONSTABLE-PCT 4		1,039.20*
TEXAS CODE BLUE LLC	285.00	423559
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
CONSTABLE-PCT 6		355.00*
CASH ADVANCE ACCOUNT	1,318.56	423477
UNITED STATES POSTAL SERVICE	13.07	423538
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
CONSTABLE PCT. 8		1,401.63*
DE LAGE LANDEN PUBLIC FINANCE	322.93	423588
COUNTY MORGUE		322.93*
BJ TRANSPORT SERVICE, INC.	8,000.00	423456
AGRICULTURE EXTENSION SVC		8,000.00*
DE LAGE LANDEN PUBLIC FINANCE	200.00	423588
DAVID OATES	10.00	423630
ALLEN HOMANN	36.18	423634
HEALTH AND WELFARE NO. 1		246.18*
CITY OF BEAUMONT	89.84	423450
OFFICE DEPOT	458.95	423487
UNITED STATES POSTAL SERVICE	64.43	423538
RACHEL DRAGULSKI	153.66	423548
DE LAGE LANDEN PUBLIC FINANCE	372.43	423588
SPOK INC	22.88	423611
HEALTH AND WELFARE NO. 2		1,162.19*
PETTY CASH - N C WELFARE	52.00	423492
DE LAGE LANDEN PUBLIC FINANCE	140.00	423588
SPOK INC	7.71	423611
NURSE PRACTITIONER		199.71*
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
CHILD WELFARE UNIT		70.00*
BEAUMONT OCCUPATIONAL SERVICE, INC.	277.70	423543
SEARS COMMERICAL CREDIT	482.12	423544
ENVIRONMENTAL CONTROL		759.82*
AT&T	31.63	423505
US POSTAL SERVICE	294.00	423542
DE LAGE LANDEN PUBLIC FINANCE	323.13	423588
MAINTENANCE-BEAUMONT		648.76*
JOHNSTONE SUPPLY	1,940.00	423447
CITY OF BEAUMONT - WATER DEPT.	386.07	423459
ECOLAB	209.95	423463

PGM: GMCOMMV2	DATE 08-08-2016	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	4,915.07	423470
HERNANDEZ OFFICE SUPPLY, INC.	255.00	423471
M&D SUPPLY	90.93	423480
SANITARY SUPPLY, INC.	3,657.58	423499
ACE IMAGEWEAR	388.78	423502
AT&T	355.20	423505
ULTRA-CHEM, INC.	868.06	423551
BAKER DISTRIBUTING COMPANY	51.28	423555
OTIS ELEVATOR COMPANY	2,756.00	423556
CENTERPOINT ENERGY RESOURCES CORP	266.74	423562
FIRETROL PROTECTION SYSTEMS, INC.	3,100.00	423578
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
EMERGENCY POWER SERVICE	1,234.90	423593
REPUBLIC SERVICES	1,365.00	423625
AT&T	4,512.81	423628
MAINTENANCE-PORT ARTHUR		26,423.37*
NOACK LOCKSMITH	27.00	423484
OVERHEAD DOOR CO.	785.50	423490
LOWE'S HOME CENTERS, INC.	283.33	423545
PARKER LUMBER	78.89	423583
DE LAGE LANDEN PUBLIC FINANCE	140.00	423588
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	423604
MAINTENANCE-MID COUNTY		4,064.00*
CITY OF NEDERLAND	168.30	423460
ENTERGY	398.44	423470
ACE IMAGEWEAR	30.12	423502
AT&T	697.76	423505
W. JEFFERSON COUNTY M.W.D.	45.79	423521
BUBBA'S AIR CONDITIONING	297.50	423522
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
A1 FILTER SERVICE COMPANY	93.50	423591
REPUBLIC SERVICES	109.00	423625
SERVICE CENTER		1,910.41*
ACTION AUTO GLASS	227.90	423444
SPIDLE & SPIDLE	6,602.80	423445
W.W. GRAINGER, INC.	210.12	423469
KINSEL FORD, INC.	884.36	423479
M&D SUPPLY	86.30	423480
MUNRO'S	39.45	423483
PHILPOTT MOTORS, INC.	130.65	423493
RALPH'S INDUSTRIAL ELECTRONICS	69.99	423498
FASTENAL	74.00	423528
JEFFERSON CTY. TAX OFFICE	22.00	423531
JEFFERSON CTY. TAX OFFICE	7.50	423532
JEFFERSON CTY. TAX OFFICE	16.75	423533
BUMPER TO BUMPER	413.85	423561
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588
MIGHTY OF SOUTHEAST TEXAS	784.86	423590
SPANKY'S WRECKER SERVICE INC	150.00	423596
SILSBEE FORD INC	191.99	423606
1800RADIATOR & AC	120.00	423615
REPUBLIC SERVICES	72.60	423625
VETERANS SERVICE		10,175.12*
UNITED STATES POSTAL SERVICE	27.31	423538
HILARY GUEST	228.52	423552
DE LAGE LANDEN PUBLIC FINANCE	240.00	423588
MOSQUITO CONTROL FUND		495.83*
		205,357.95**
SUPERIOR TIRE & SERVICE	75.83	423449
CITY OF NEDERLAND	42.02	423460
MUNRO'S	154.45	423483
AT&T	31.71	423505
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588

PGM: GMCOMMV2	DATE 08-08-2016		PAGE: 8 66
NAME	AMOUNT	CHECK NO.	TOTAL
REPUBLIC SERVICES	72.60	423625	
TEXAS DEPARTMENT OF AGRICULTURE	87.00	423626	
			533.61**
BREATH ALCOHOL TESTING			
SOUTHWESTERN ASSOCIATION OF	35.00	423530	
FAMILY GROUP CONFERENCING			35.00**
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	
LAW LIBRARY FUND			70.00**
DE LAGE LANDEN PUBLIC FINANCE	70.00	423588	
THOMSON REUTERS-WEST	4,133.48	423602	
			4,203.48**
GRANT A STATE AID			
SPOK INC	19.78	423611	
			19.78**
279 JUVENILE DRUG COURT			
IEA - INSPIRE, ENCOURAGE, ACHIEVE	7,400.30	423536	
			7,400.30**
COMMUNITY SUPERVISION FND			
MARK M ASTERIS JR.	157.14	423454	
OLMSTED-KIRK PAPER	585.00	423489	
PAMELA G. STEWART	9.19	423506	
TIME WARNER COMMUNICATIONS	84.60	423509	
UNITED STATES POSTAL SERVICE	102.00	423538	
TRAINING STRATEGIES, INC.	300.00	423557	
SAM'S CLUB DIRECT	123.26	423598	
			1,361.19**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	1,165.12	423459	
ISI COMMERCIAL REFRIGERATION	211.48	423474	
SYSCO FOOD SERVICES, INC.	1,333.90	423507	
BEN E KEITH FOODS	1,271.86	423558	
CENTERPOINT ENERGY RESOURCES CORP	219.60	423562	
DE LAGE LANDEN PUBLIC FINANCE	140.00	423588	
SPOK INC	16.41	423611	
REPUBLIC SERVICES	91.00	423625	
			4,449.37**
COMMUNITY CORRECTIONS PRG			
GOLD CREST ELECTRIC CO., INC.	2,392.46	423468	
M&D SUPPLY	1,249.88	423480	
DE LAGE LANDEN PUBLIC FINANCE	90.00	423588	
			3,732.34**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	423588	
			80.00**
COUNTY CLERK - RECORD MGT			
MANATRON	11,043.64	423572	
			11,043.64**
COUNTY RECORDS MANAGEMENT			
OFFICE DEPOT	693.76	423487	
			693.76**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	2,009.52	423477	
MARK ELLIS	124.95	423570	
			2,134.47**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	374.87	423459	
MUNRO'S	29.25	423483	
TRIANGLE BLUE PRINT CO., INC.	49.90	423513	

PGM: GMCOMMV2	DATE 08-08-2016	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
TRI-CITY COFFEE SERVICE	49.35	423515
ATTABOY TERMITE & PEST CONTROL	55.00	423579
DE LAGE LANDEN PUBLIC FINANCE	315.00	423588
REPUBLIC SERVICES	72.60	423625
		945.97**
DISTRICT CLK RECORDS MGMT		
DE LAGE LANDEN PUBLIC FINANCE	140.00	423588
		140.00**
COUNTY CLERK ELECTION CON		
TALLY LLC	17,085.00	423635
		17,085.00**
CAPITAL PROJECTS FUND		
TEXAS GENERAL LAND OFFICE	135,725.75	423511
SE TEX CONSTRUCTION CORPORATION	34,564.10	423571
		170,289.85**
AIRPORT FUND		
SPIDLE & SPIDLE	674.00	423445
CITY OF NEDERLAND	453.97	423460
W.W. GRAINGER, INC.	343.00	423469
UNITED STATES POSTAL SERVICE	1.60	423538
DE LAGE LANDEN PUBLIC FINANCE	140.00	423588
TRAVIS BROTHERS BUILDING AUTOMATION	760.00	423597
FAA	36,947.00	423599
SOUTHEAST TEXAS PARTS AND EQUIPMENT	11.38	423607
EASTERN AVIATION FUELS INC	13,326.27	423612
REPUBLIC SERVICES	217.80	423625
		52,875.02**
AIRPORT IMPROVE. GRANTS		
GARVER LLC	2,125.00	423581
		2,125.00**
SE TX EMP. BENEFIT POOL		
CHLIC-CHICAGO	63,603.54	423580
		63,603.54**
SETEC FUND		
REPUBLIC SERVICES	1,164.00	423625
INDUSTRIAL TRANSPORTATION WASTE LLC	580.00	423632
		1,744.00**
LIABILITY CLAIMS ACCOUNT		
CALVERT EAVES CLARKE & STELLY LLP	4,998.63	423621
		4,998.63**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	10,206.24	423563
		10,206.24**
SHERIFF'S FORFEITURE FUND		
THE EXAMINER	19.00	423466
CASH ADVANCE ACCOUNT	979.68	423477
		998.68**
APPELLATE JUDICIAL SYSTEM		
9TH COURT OF APPEALS	2,375.00	423574
		2,375.00**
DISTRICT CRT RECORDS TECH		
DATA BANK IMX LLC	6,050.00	423629
		6,050.00**
GLO IKE ROUND 2		
APOLLO ENVIRONMENTAL STRATEGIES INC	202,475.19	423442
		202,475.19**
		843,153.87***

**AGENDA ITEM****August 8, 2016**

Consider and possibly approve an Order to designate a Reinvestment Zone for Phillips 66 Crude II pursuant to Section 312.401, Tax Code.



STATE OF TEXAS                      §                IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON             §                OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON  
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE AS THE PHILLIPS 66  
CRUDE II ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE  
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 8<sup>th</sup> day of AUGUST on motion made by EDDIE ARNOLD, Commissioner of Precinct No 1, and seconded by BRENT WEAVER, Commissioner of Precinct No 2, the following Order was adopted

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

WHEREAS, it is in the best interest of the County to designate a portion of the Phillips 66 Terminal facility in/near Nederland, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

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

- |            |   |
|------------|---|
| Section 1. | That the Commissioners Court hereby designates the property, 3900 Highway 366, Nederland, TX (mailing purposes only), Jefferson County, Texas 7762, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as the Phillips 66 Reinvestment Crude II Zone (the "Zone") |
| Section 2  | That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)   |
| Section 3. | That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas  |
| Section 4  | That the Commissioners Court held a public hearing to consider this Order on the 8 <sup>th</sup> day of August, 2016.   |


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

Signed this 8<sup>th</sup> day of August, 2016.

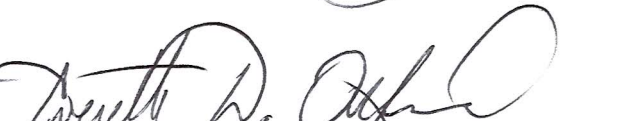
ABSENT

\_\_\_\_\_  
JEFF R. BRANICK  
County Judge

  
\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4



**DESCRIPTION OF A 13.444-ACRE (585,632 SQ. FT.)  
TRACT OF LAND SITUATED IN THE JOSEPH TURNER  
SURVEY A- 205, AND THE JAMES MCDANIEL  
SURVEY, A-169, JEFFERSON COUNTY, TEXAS**

Being a 13.444-acre (585,632 square foot) tract of land situated in the Joseph Turner Survey, A-20 and the James McDaniel Survey, A-169, Jefferson County, Texas. Said 13.444-acre tract being out of a called 560.64-acre tract of land conveyed to Phillips 66 Gulf Coast Properties LLC, by deed recorded under Jefferson County Clerk's File No. 2014026657 of the Official Public Records of Jefferson County, Texas, and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, NAD 83, South Central Zone No. 4204 (Coordinates shown hereon are grid coordinates and may be reduced to surface by applying the reciprocal of the combined scaled factor of 0.999933556. All distances are surface distances).

**COMMENCING (N = 13,941,047.65, E = 3,556,247.06)** at a point for the southeast corner of said 560.64-acre tract, from which a bolt found in concrete bears South 17 deg. 46 min. 37 sec. West, a distance of 4.51 feet and from which a 5/8-inch iron rod found with cap bears South 78 deg. 48 min. 14 sec. West, a distance of 2,112.11 feet;

THENCE North 17 deg. 46 min. 37 sec. East, with a southeast line of said 560.64-acre tract, a distance of 1,087.63 feet to a point;

THENCE North 72 deg. 13 min. 23 sec. West, over and across said 560.64-acre tract, a distance of 80.00 feet to a point for the **POINT OF BEGINNING (N = 13,942,107.71, E = 3,556,502.93)** and the southeast corner of said tract herein described;

THENCE North 72 deg. 13 min. 23 sec. West, over and across said 560.64-acre tract and with a southwest line of said tract herein described, a distance of 328.26 feet to a point for the southwest corner of said tract herein described;

THENCE North 15 deg. 39 min. 32 sec. East, over and across said 560.64-acre tract and with a northwest line of said tract herein described, a distance of 869.75 feet to a point for an interior angle point of said tract herein described;

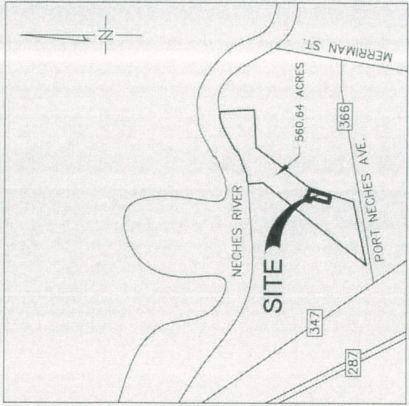
THENCE North 52 deg. 24 min. 38 sec. West, over and across said 560.64-acre tract and with a southwest line of said tract herein described, a distance of 478.77 feet to a point for the west corner of said tract herein described;

THENCE North 36 deg. 32 min. 58 sec. East, over and across said 560.64-acre tract and with a northwest line of said tract herein described, a distance of 455.12 feet to a point for the north corner of said tract herein described;

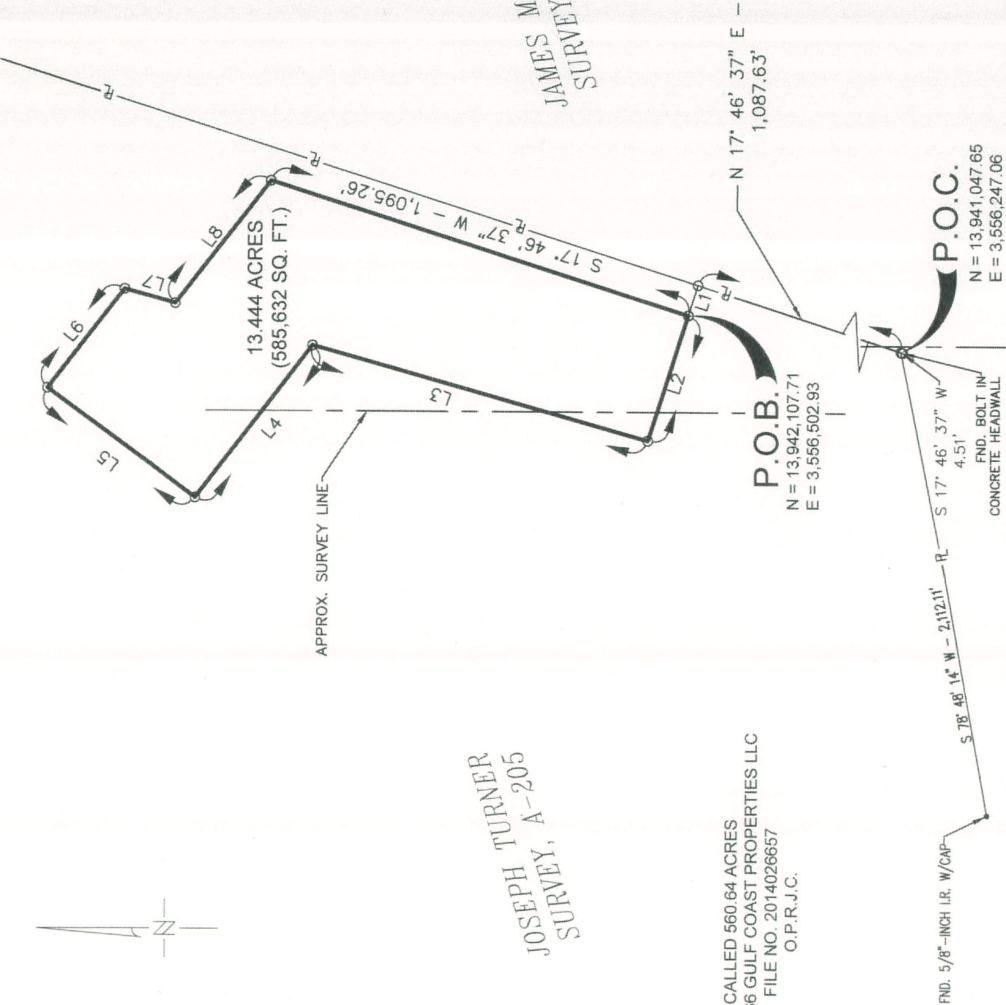
THENCE South 52 deg. 24 min. 38 sec. East, over and across said 560.64-acre tract and with a northeast line of said tract herein described, a distance of 312.46 feet to a point for the most northerly northeast corner of said tract herein described;



Line Table		
Line #	Length	Direction
L1	80.00'	N 72° 13' 23" W
L2	328.26'	N 72° 13' 23" W
L3	869.75'	N 15° 39' 32" E
L4	478.77'	N 52° 24' 38" W
L5	455.12'	N 36° 32' 58" E
L6	312.46'	S 52° 24' 38" E
L7	129.55'	S 15° 39' 32" W
L8	388.62'	S 52° 24' 38" E



VICINITY MAP  
NOT TO SCALE



JAMES McDANIEL  
SURVEY, A-169

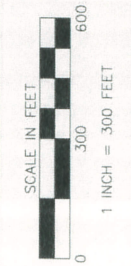
JOSEPH TURNER  
SURVEY, A-205

CALLED 560.64 ACRES  
PHILLIPS 66 GULF COAST PROPERTIES LLC  
FILE NO. 2014026657  
O.P.R.J.C.

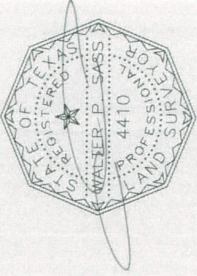
NOTE:  
THIS SURVEY IS BEING CREATED  
SOLELY FOR THE PARTIES HEREIN  
STATED. NO LICENSE HAS BEEN  
CREATED, EXPRESS OR IMPLIED, TO  
COPY THE SURVEY EXCEPT AS IS  
NECESSARY IN CONJUNCTION WITH  
THIS TRANSACTION.

**WEISSER Engineering Co.**  
19500 Park Row, Suite 100  
Houston, Texas 77084  
(281) 579-7300  
www.weisserco.com  
TABLE # 16 T&ALS #0009-00

**BASIS OF BEARINGS:**  
TEXAS STATE PLANE COORDINATE  
SYSTEM, SOUTH CENTRAL ZONE  
No. 4204 (NAD 83) (2011 Adj.)



© Copyright 2016 Weisser Engineering Company, Inc.				
DRAWN BY:	MC	CALCD. BY:	C.H.	SCALE: 1" = 300'
F.B. NO:		CHECKED BY:	M.B.	SHEET 01 OF 01
CREW CHIEF:		DATE:	06/21/2016	JOB No.: P0588 (399-588)



**AGENDA ITEM****August 8, 2016**

Receive and file executed General Land Office Cooperation Agreement, CEPRA Project 1530.





**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.

GLO Contract No. 13-242-000-7440

Amendment No. 2

Page 1 of 2

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.

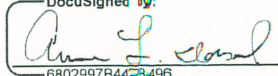
**SIGNATURE PAGE FOLLOWS**



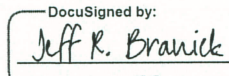
**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO  
GLO CONTRACT NO. 13-242-000-7440**

**GENERAL LAND OFFICE**

**JEFFERSON COUNTY**

DocuSigned by:  
  
6802997B4428496...  
Anne L. Idsal, Chief Clerk  
Deputy Land Commissioner

Date of execution: 8/1/2016

DocuSigned by:  
  
18CA244109773...  
Name: Jeff R. Branick  
Title: County Judge, Jefferson County

Date of execution: 8/1/2016

DS  
DEVC [Signature]  
OGC [Signature]  
PM [Signature]  
DIV [Signature]  
DIR [Signature]  
DepDir [Signature]  
SDD [Signature]  
DGC [Signature]  
GC [Signature]

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## Ron Westphal

---

**From:** Ron Westphal <ronaldw@co.jefferson.tx.us>  
**Sent:** Tuesday, August 02, 2016 10:41 AM  
**To:** 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Jody Jannise, Prct 1 Foreman; Kenneth Minkins; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; Rhonda Conlin, Environmental Control; Shedrick Evans, Prct 4 Executive Asst  
**Subject:** Plat - Westbury Estates  
**Attachments:** 2016 08 02 - Westbury Estates - remade plat due to legibility issues.pdf

Gentlemen,

On Monday, August 8, 2016 I will be placing the Plat of Westbury Estates on the agenda to be approved. There was a legibility issue with the original plat which was approved in May 2016. This new plat corrects the issues and it should now be able to be recorded.

Ron

Ronald Westphal  
 Jefferson County Engineering  
 1149 Pearl 5th Floor  
 Beaumont, TX 77701  
 Offc. 409 835-8584  
 Fax. 409 835-8718  
 email: [ronaldw@co.jefferson.tx.us](mailto:ronaldw@co.jefferson.tx.us)



**Regular, August 08, 2016**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, August 08, 2016