

*Notice of Meeting and Agenda and Minutes*  
*August 22, 2016*

**SPECIAL, 8/22/2016 1:30:00 PM**

BE IT REMEMBERED that on August 22, 2016, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1 (ABSENT)

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

**Notice of Meeting and Agenda and Minutes**  
**August 22, 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 22, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **22nd** day of **August 2016** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

WORKSHOP: 11:00 a.m. Discuss pending FY 2017 budget issues and budget calendar.

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

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

*Notice of Meeting and Agenda and Minutes*  
August 22, 2016

**PURCHASING:**

1. Receive and file bid for Invitation for Bid (IFB 16-021/JW), Sale of Land Located at Viterbo Road (Known as “Precinct No. 2 Rock Yard”) in Jefferson County.

**SEE ATTACHMENTS ON PAGES 10 - 41**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 16-019/YS), Term Contract for Sheriff’s Department (Jefferson County) Uniforms & Equipment with 10-32 Supply, Burgoon Company, GT Distributors, Galls, LLC, ICS Jail Supplies, Inc., and Texas Code Blue, as shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 42 - 56**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Execute, receive and file an Engagement Letter for (RFP 14-019/JW), Auditing Services for Jefferson County with Pattillo, Brown, & Hill, L.L.P. for the third and final year of three (3) year contract from August 9, 2016 to August 8, 2017.

**SEE ATTACHMENTS ON PAGES 57 - 66**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**Notice of Meeting and Agenda and Minutes**  
**August 22, 2016**

4. Consider and approve, execute, receive and file a renewal for (IFB 14-032/JW), Term Contract for Paper Stock & Envelopes for Jefferson County with Bosworth Papers, Inc. and Olmsted Kirk Paper Co. for a second additional one (1) year renewal from September 6, 2016 to September 5, 2017.

**SEE ATTACHMENTS ON PAGES 67 - 68**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

5. Consider and approve, execute, receive and file a renewal for (IFB 14-033/JW), Re-Bid Term Contract for Road Building Materials for Jefferson County with APAC-Texas, Martin Marietta Materials, and Vulcan Construction Materials LP for a second additional one (1) year renewal from September 6, 2016 to September 5, 2017.

**SEE ATTACHMENTS ON PAGES 69 - 71**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

6. Consider and approve, execute, receive and file a renewal for (IFB 13-016/JW), Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County with Gold Crest Electric Company, Inc. and Ledet Electrical Services for a third additional one (1) year renewal from September 6, 2016 to September 5, 2017.

**SEE ATTACHMENTS ON PAGES 72 - 73**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**Notice of Meeting and Agenda and Minutes**  
**August 22, 2016**

7. Consider and approve, execute, receive and file Amendment III (three) to contract (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. This amendment will add Biomedical Waste Service for Jefferson County Correctional Facility, Property Division, 5030 Highway 69 South, Beaumont TX, 77705 at a rate of \$35.00 per container per haul, \$35.00 per container per month.

**SEE ATTACHMENTS ON PAGES 74 - 75**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

8. Consider and approve budget amendment-Criminal District Court- additional cost for indigent defense.

|                   |                      |              |              |
|-------------------|----------------------|--------------|--------------|
| 120-2032-412-5072 | PAUPER ATTORNEY FEES | \$100,000.00 |              |
| 110-2027-412-5055 | PETIT JURORS         |              | \$100,000.00 |

**SEE ATTACHMENTS ON PAGES 76 - 76**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

9. Consider and approve budget amendment - 252nd District Court - additional cost for indigent defense.

|                   |                      |              |              |
|-------------------|----------------------|--------------|--------------|
| 120-2032-412-5072 | PAUPER ATTORNEY FEES | \$120,000.00 |              |
| 110-2027-412-5055 | PETIT JURORS         |              | \$120,000.00 |

**SEE ATTACHMENTS ON PAGES 77 - 77**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

10. Consider and approve budget amendment - County Court at Law II - additional cost for indigent defense.

|                   |                      |             |  |
|-------------------|----------------------|-------------|--|
| 120-2052-412-5072 | PAUPER ATTORNEY FEES | \$10,000.00 |  |
|-------------------|----------------------|-------------|--|

**Notice of Meeting and Agenda and Minutes**  
**August 22, 2016**

|                   |                           |  |             |
|-------------------|---------------------------|--|-------------|
| 120-9999-415-9999 | CONTINGENCY APPROPRIATION |  | \$10,000.00 |
|-------------------|---------------------------|--|-------------|

**SEE ATTACHMENTS ON PAGES 78 - 78**

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

11. Consider and approve budget transfer - Health & Welfare II - additional cost for indigent burials.

|                   |                     |             |             |
|-------------------|---------------------|-------------|-------------|
| 120-5075-441-5006 | BURIALS             | \$25,000.00 |             |
| 120-5075-441-1002 | ASSISTANTS & CLERKS |             | \$25,000.00 |

**SEE ATTACHMENTS ON PAGES 79 - 79**

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

12. Regular County Bills - check #423925 through checks #424167.

**SEE ATTACHMENTS ON PAGES 80 - 89**

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

**COUNTY CLERK:**

13. Consider and possibly approve an appointment of the Central Counting Station Manager for the November 8, 2016 General Election and to serve a term of two years term beginning September 1, 2016.  
 See recommendation submitted by each Party.

**Dr. Bruce Drury**

**SEE ATTACHMENTS ON PAGES 90 - 91**

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

**Notice of Meeting and Agenda and Minutes**  
**August 22, 2016**

14. Consider and approve and expenditure from Records Management Fund for the restoration of Surveyor Books dating back to 1838 that was falling apart and loosing pages and the original Brand Book to Kofile in the amount of \$17,671.30. Preservation of County Historical records is a priority.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

15. Consider and possibly approve, execute, receive and file Joint Election Agreement with Sabine Pass Port Authority for November 8, 2016, General Election.

**SEE ATTACHMENTS ON PAGES 92 - 103**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

16. Consider, possibly approve and authorize the County Judge to execute the detour plan and letter of concurrence for the closure of Brush Island Road to enable the Texas Department of Transportation to replace the bridge at Brush Island Road.

**SEE ATTACHMENTS ON PAGES 104 - 107**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

17. Receive and file executed property Tax Abatement Agreement between Jefferson County, Texas and Phillips 66 Company.

**SEE ATTACHMENTS ON PAGES 108 - 154**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
August 22, 2016

## **MANAGEMENT INFORMATION SYSTEMS:**

18. Receive and file executed Memorandum of Understanding between Texas A&M AgriLife Extension Service and Jefferson County pertaining to Information Technology Services.

**SEE ATTACHMENTS ON PAGES 155 - 159**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

19. Consider, possibly approve and authorize the County Judge to execute a renewal of the Auto Task Force Grant for FY 2017 as a joint application by Jefferson County, the City of Beaumont, the City of Port Arthur, and Orange, Hardin and Jasper Counties.

**SEE ATTACHMENTS ON PAGES 160 - 180**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **Other Business:**

SET NEXT MEETING DATE, MONDAY SEPTEMBER 5, 2016 IS A COUNTY HOLIDAY( LABOR DAY)

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.**

*Notice of Meeting and Agenda and Minutes*  
*August 22, 2016*

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



**JEFFERSON COUNTY, TEXAS**  
**PURCHASING DEPARTMENT**  
**1149 Pearl Street – First Floor**  
**Beaumont, Texas 77701**  
**409-835-8593 phone**



**ADDENDUM TO IFB**

IFB Number: IFB 16-021/JW

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

IFB Due: **11:00 am, Tuesday, August 16, 2016**

Addendum No.: 1

Issued (Date): August 3, 2016

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

**Reason for Issuance of this addendum: Clarification of Description of Land for Sale**

**The Tract for Sale via this Invitation for Bid is Tract 1-A, 17.97 acres. Photos on Pages 16, 17, and 18 of the bid package have been provided for general reference purposes only. Please refer to the land plat provided on Page 15 for an accurate description of the land for sale.**

**Correction to Page 7 of the Specifications:**

**Please note: Jefferson County will retain Tract 1-B an approximate ~~3 acre~~ 6.64 acre portion of this property (Precinct No. 2 Stock Yard), as indicated in Appendix A, Page 18, the land plat provided on Page 15. The Drill Site is located within this tract.**

**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

A handwritten signature in black ink, appearing to read "John S. Tate".

Witness

A handwritten signature in black ink, appearing to read "Jen Tate".

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature (Bidder)

Limited Partner  
 Title of Person Signing Above

TNT Capital LTD  
 Typed Name of Business or Individual

Theron Tate



**JEFFERSON COUNTY, TEXAS**  
**PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor  
 Beaumont, Texas 77701  
 409-835-8593 phone

**ADDENDUM TO IFB**

IFB Number: IFB 16-021/JW

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

IFB Due: **11:00 am, Tuesday, August 16, 2016**

Addendum No.: 2

Issued (Date): August 5, 2016

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

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**Reason for Issuance of this addendum: Clarification & Specifications Correction**

**Question:** How many pipelines traverse the property that is for sale in this Invitation for Bid?

**Answer:** According to GIS, there are (4) pipelines crossing the property.

2 - Colonial, 1 - DCP Midstream, 1 – Sunoco.

**Correction to Page 2 of the Specifications:**

**1. Bid Submission**

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

Jefferson County Purchasing Department  
 1149 Pearl Street, 3<sup>rd</sup> 1<sup>st</sup> Floor  
 Beaumont, TX 77701

**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

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Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

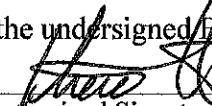
A handwritten signature in black ink, appearing to read "Terry Tate".

Witness

A handwritten signature in black ink, appearing to read "Jeri Tate".

Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

  
 Authorized Signature (Bidder)

Limited Partner  
 Title of Person Signing Above

TNT Capital, LTD  
 Typed Name of Business or Individual

Theron Tate



**JEFFERSON COUNTY, TEXAS**  
**PURCHASING DEPARTMENT**  
**1149 Pearl Street – First Floor**  
**Beaumont, Texas 77701**  
**409-835-8593 phone**

**ADDENDUM TO IFB**

IFB Number: IFB 16-021/JW

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

IFB Due: **11:00 am, Tuesday, August 16, 2016**

Addendum No.: 3

Issued (Date): August 8, 2016

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

**Reason for Issuance of this addendum: Additional Information Regarding Pipelines on the Property for Sale via this Invitation for Bid**

**In Addendum 2, it is noted that (4) pipelines crossing the property have been identified.**

**It is important to note that an official survey or "one call" of the pipelines has not been performed.**

**Prior to Bid Submission, it is encouraged that Interested Parties/Potential Bidders in due diligence contact the pipeline companies on the property (Colonial, DCP Midstream, Sunoco) to obtain accurate information regarding pipeline placements on the property.**

**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature (Bidder)

Limited Partner

Title of Person Signing Above

TNT Capital, LTD

Typed Name of Business or Individual

Theron Tate



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

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

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

July 11, 2016

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

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

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

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

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

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

*Deborah Clark*

Deborah L. Clark, Purchasing Agent

Jefferson County, Texas

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

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

**Table of Contents**

|  |           |
|--|-----------|
| <b>Table of Contents .....</b>                                   | <b>1</b>  |
| <b>Instructions to Bidders .....</b>                             | <b>2</b>  |
| <b>General Conditions of Bidding and Terms of Contract .....</b> | <b>5</b>  |
| <b>Special Requirements/Instructions.....</b>                    | <b>6</b>  |
| <b>Minimum Specifications.....</b>                               | <b>7</b>  |
| <b>Bidder Information Form.....</b>                              | <b>9</b>  |
| <b>Offer to Contract Form .....</b>                              | <b>10</b> |
| <b>Acceptance of Offer Form.....</b>                             | <b>11</b> |
| <b>Bid Form .....</b>  | <b>12</b> |
| <b>Bid Affidavit.....</b>  | <b>13</b> |
| <b>Appendix A.....</b>   | <b>14</b> |
| <b>Appendix B.....</b>   | <b>19</b> |

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

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

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

## Instructions to Bidders

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### 1. Bid Submission

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

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

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

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

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

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

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

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

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

### 5. Signatures

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

**6. County Holidays – 2016:**

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

**7. Rejection or Withdrawal**

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

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

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

**9. Specifications**

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

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

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

**11. Currency**

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

**12. Pricing**

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

**13. Certification**

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

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

**14. Definitions**

"County" -- Jefferson County, Texas.

"Contractor" -- The bidder whose proposal is accepted by Jefferson County.

## General Conditions of Bidding and Terms of Contract

---

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

## Special Requirements/Instructions

---

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

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

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

## Minimum Specifications

---

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

### Objective

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

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

### Scope

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

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

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

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

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

The above property is sold "as is, where is."

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

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

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

### Closing Cost

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

### Mineral Rights

All mineral rights shall remain the property of Jefferson County.

## Legal Description

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

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

BEGINNING at a  $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", set on the North right of way line of a dedicated road named Viterbo Road; said  $\frac{1}{2}$ " steel rod being the Southwest corner of a (Called 42.47) acre tract of land conveyed to Third Coast Equity, LLC, recorded in File No. 2015007896, Official Public Records, Jefferson County, Texas; having a State Plane Coordinate of N: 13926442.72, E: 3540803.94;

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

THENCE, North 30 deg., 56 min., 44 sec., West (Called North 27 deg., 10 min., 00 sec., West), on the East line of said Southern Pacific Railroad right of way, a distance of 1410.16' (Called 1410.46') to a  $\frac{1}{2}$ " steel rod, capped and marked "MARK WHITELEY", found for the Southwest corner of a (Called 30.6127) acre tract of land conveyed to Valero Partners Lucas, LLC, recorded in File No. 2013039467, Official Public Records, Jefferson County, Texas; said  $\frac{1}{2}$ " steel rod being the Northwest corner of the herein described tract;

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

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

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

Jefferson County  
LS-16-0135-A

## Bidder Information Form

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

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

**Bidder's Company/Business Name:** TNT Capital, LTD (TheroN Tate)

**Bidder's TAX ID Number:** 76-0651210

**Contact Person:** TheroN Tate **Title:** Limited Partner

**Phone Number (with area code):** (409) 781-2600

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

**Fax Number (with area code):** 1-866-887-3652

**Email Address:** ttate@luxuryapartmentsonline.com

**Mailing Address:**

8937 5th Street

Address

Beaumont, TX 77705

City, State, Zip Code

## OFFER AND ACCEPTANCE FORM

### OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, 2, 3,

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

TNT

Company Name

8937 5th Street

Address

Beaumont TX 77705

City

State

Zip

Theron Tate

Signature of Person Authorized to Sign

Theron Tate

Printed Name

Limited Partner

Title

For clarification of this offer, contact:

Theron Tate

Name

(409) 781-2600

Phone

1-866-887-3652

Fax

ttate@luxuryapartmentsonline.com

E-mail

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

## Acceptance of Offer

---

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

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

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

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

**Countersigned:**

---

Jeff R. Branick  
County Judge

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

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

## Bid Form

---

| Item Description   | Bid Amount                   |
|--|------------------------------|
| Land Located at Viterbo Road<br>(Known as "Precinct No. 2 Rock Yard")<br>in Jefferson county | \$ <u>30,150</u> . <u>00</u> |

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

**Payment shall be made by the successful bidder on day of closing by guaranteed funds.**

**Payment will be made to:**

Jefferson County Auditor  
Patrick Swain  
1149 Pearl Street, 7<sup>th</sup> Floor  
Beaumont, TX 77701

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

|            |                                     |               |               |
|------------|-------------------------------------|---------------|---------------|
| Addendum 1 | <input checked="" type="checkbox"/> | Date Received | <u>8-3-16</u> |
| Addendum 2 | <input checked="" type="checkbox"/> | Date Received | <u>8-5-16</u> |
| Addendum 3 | <input checked="" type="checkbox"/> | Date Received | <u>8-8-16</u> |

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

## Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Theron Tate, who  
(name)

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

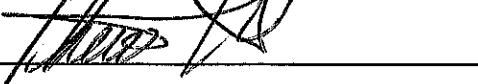
"I, Theron Tate am a duly authorized officer of/agent  
(name)  
for TNT Capital, Ltd. and have been duly authorized to execute the  
(name of firm) foregoing on behalf of the said TNT Capital, Ltd.  
(name of firm)

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

Name and address of bidder: Theron Tate 8937 5th Street  
Beaumont, TX 77705

Fax: 1-866-887-3652 Telephone# (409) 781-2600

by: Theron Tate Title: Limited Partner  
(print name)

Signature: 

SUBSCRIBED AND SWORN to before me by the above-named

on

this the 15<sup>th</sup> day of August, 2016.

Rachel L. Jones

Notary Public in and for  
the State of Texas



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

## APPENDIX A

## TAX CERTIFICATE

1 PG  
MD

2016018057

ALLISON NATHAN GETZ, P.C.C.  
 JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR  
 P.O. BOX 2112, BEAUMONT, TX 77704  
 EMAIL: PROPERTY@CO.JEFFERSON.TX.US

Getz To

Issued To:  
 JEFFERSON COUNTY ENGINEERING DEPT.  
 1149 PEARL  
 BEAUMONT, TX 77701

Legal Description  
 LTS 1 & 2 TR 1 LT 3 TR 2 BLK 18 RG M  
 PALCO

Fiduciary Number: 24731774

Parcel Address:

Legal Acres: 24.4400

&lt;--&gt;

Account Number: 049400-000/050600-00000

Print Date: 06/13/2016

Certificate No: 230227839

Paid Date:

Certificate Fee: \$0.00

Issue Date: 06/13/2016

Parent No. 74079-/-

Operator ID: CINDYY

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2015. ALL TAXES ARE PAID IN FULL.

Exemptions:

PRORATED-EXXV

Certified Owner:
 JEFFERSON COUNTY  
 1149 PEARL ST  
 BEAUMONT, TX 77701

|                          |        |
|--------------------------|--------|
| 2015 Value:              | 97,760 |
| 2015 Levy:               | \$0.00 |
| 2015 Levy Balance:       | \$0.00 |
| Prior Year Levy Balance: | \$0.00 |
| Total Levy Due:          | \$0.00 |
| P&I + Attorney Fee:      | \$0.00 |
| Total Amount Due:        | \$0.00 |

Certified Tax Unit(s):
 1 JEFFERSON COUNTY  
 9 PORT ARTHUR ISD  
 51 DRAINAGE DISTRICT #7  
 55 SABINE-NECHES NAV. DIST.  
 88 EMER SRV DIST #2

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

 Carolyn L. Guidry, County Clerk  
 Jefferson County, Texas

June 13, 2016 01:57:38 PM

FEE: \$0.00 REDMON

2016018057

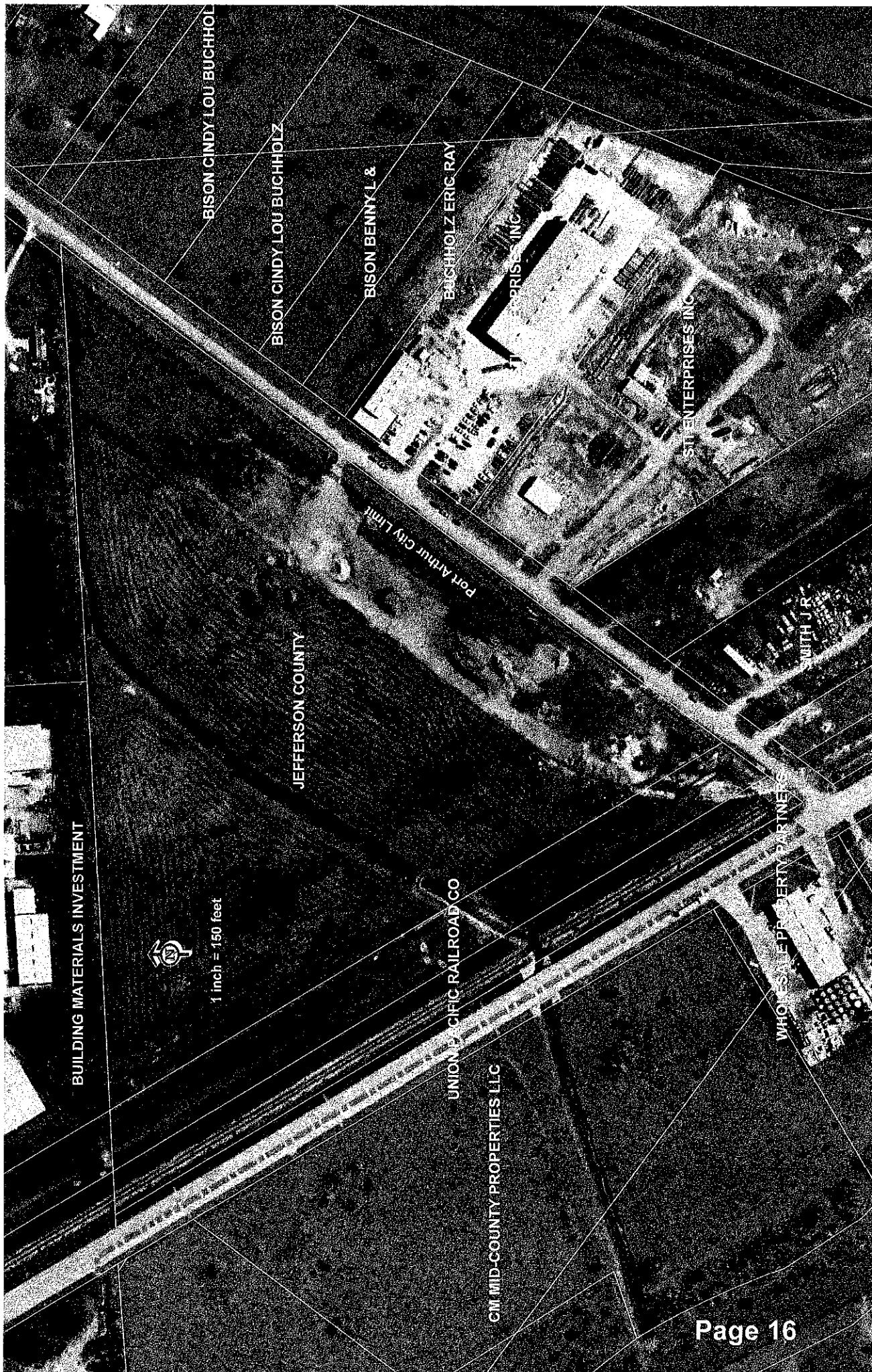
Reference (GF) No: N/A

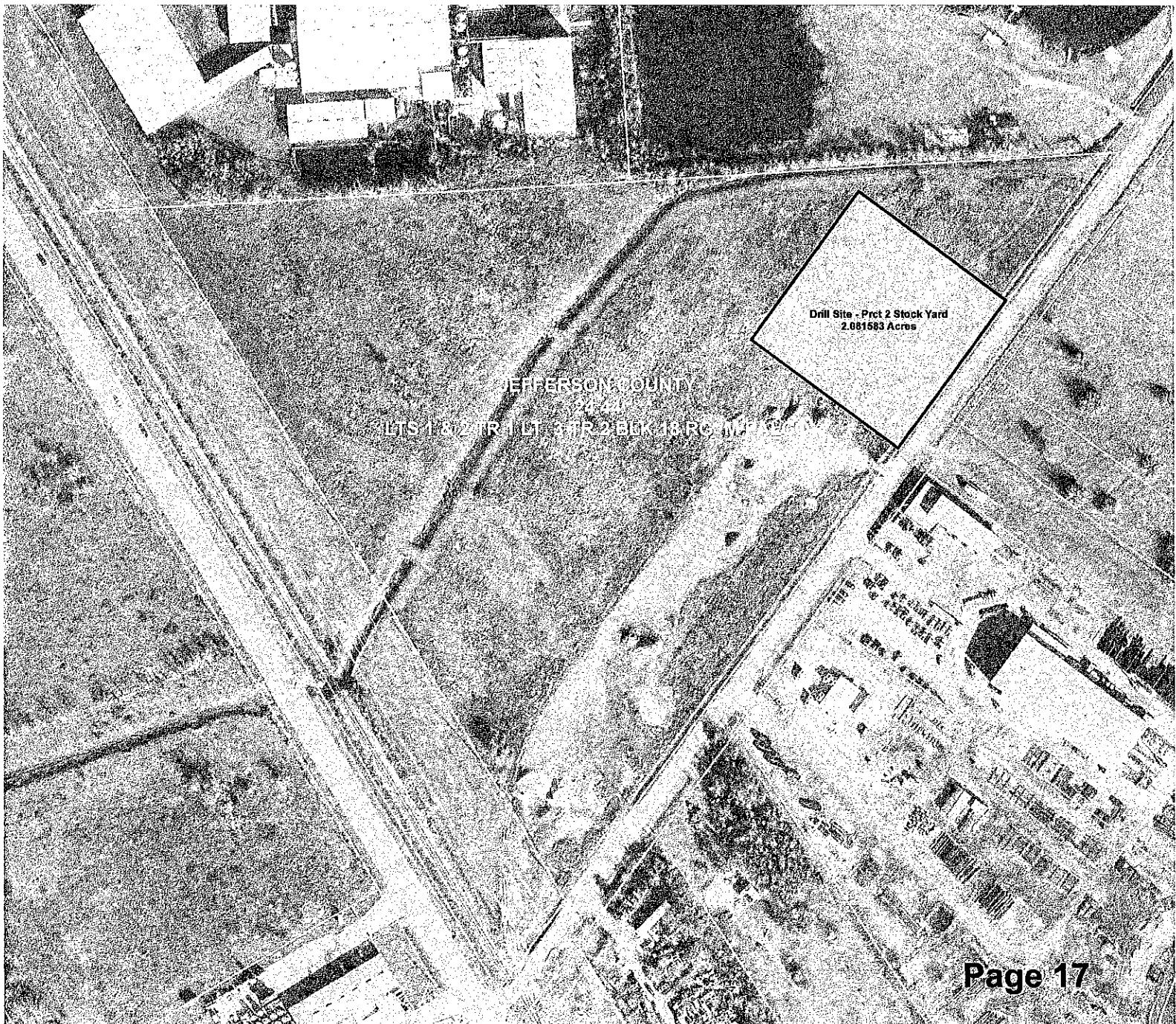
Issued By:

ALLISON NATHAN GETZ, P.C.C.

JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR  
 (409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM









# APPENDIX B

ROBERT STRODER, P.E.  
 County Engineer  
 ED GRISSOM  
 First Assistant  
 ERNEST V. HUNTER, JR.  
 Right-of-Way Agent



JEFFERSON COUNTY  
 COURTHOUSE  
 5th Floor  
 1149 Pearl Street  
 Beaumont, Texas 77701  
 409 835-8584  
 FAX 409 835-8718

March 7, 1994

Commissioners' Court  
 1149 Pearl - 4th Floor  
 Beaumont, TX 77701

Re: Old Asphalt Plant at Viterbo Road and West Port Arthur Road  
 Honorable Commissioners' Court:

Precinct 2 is in the process of demolishing the above referenced plant and has discovered an old tank car filled with asphaltic oil. In addition, the car is lined with asbestos insulation. Both the asbestos and the asphaltic materials are of such a nature that they can not be disposed of in a land fill. They must be disposed of by contractors that are licensed to handle such materials and in licensed landfills. Cost of removal and disposal for the asphalt would be in the \$10,000 to 15,000 range. The removal of the asphaltic oil and disposal would be in the \$5,000 range. These are just very preliminary estimates on my part. Since the asphalt plant was operated by all four precincts and was used by surrounding cities, I feel that this is a county problem and not just a Precinct 2 problem.

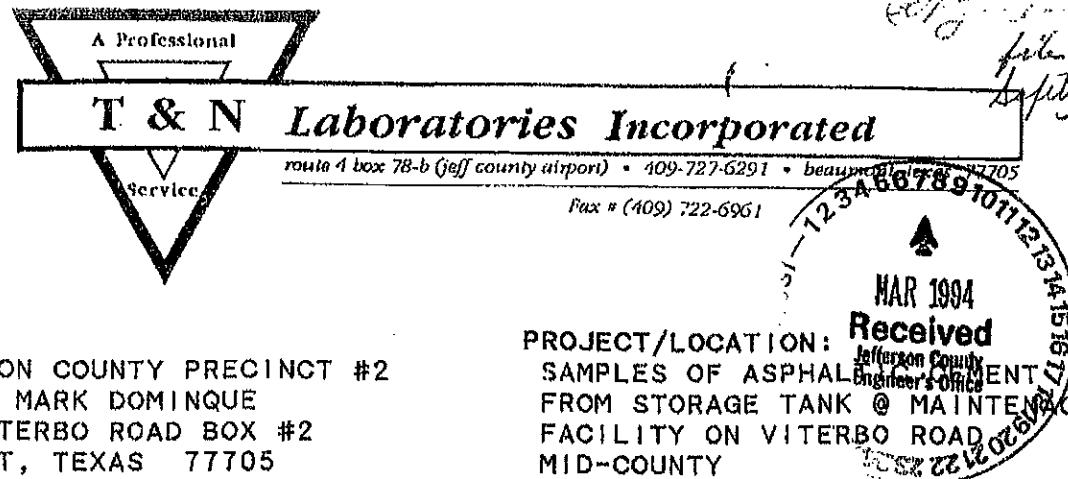
With the Courts' permission I will have specifications for removal and disposal prepared by Safety, Inc. who will perform tests for asbestos. This will allow us to obtain estimates from contractors for disposing of these materials. If we can keep the total removal cost under \$15,000, then formal bid documents will not be required. However, we will still obtain a minimum of three bids to comply with the State Purchasing Act. Should the estimates exceed \$15,000, then an item will be placed on the Commissioners' Court Agenda for approval. If you have any questions, please advise.

Sincerely,

Robert Stroder, P.E.  
 County Engineer

cc: Tom Rugg, First Asst., Civil Division

T&amp;N93-56

**CLIENT:**

JEFFERSON COUNTY PRECINCT #2  
 c/o MR. MARK DOMINQUE  
 2748 VITERBO ROAD BOX #2  
 BEAUMONT, TEXAS 77705

PROJECT/LOCATION: *Jefferson County Engineers Office*  
 SAMPLES OF ASPHALT  
 FROM STORAGE TANK @ MAINTENANCE  
 FACILITY ON VITERBO ROAD  
 MID-COUNTY

**REPORT DATE: February 16, 1994****REPORT DATE: 94012-212****SCOPE:**

Samples of asphaltic cement were secured from the referenced job-site by T&N Personnel on January 31, 1994 and submitted to our laboratory for subsequent tests. The following standard procedures were utilized in performing the laboratory test program:

**PROCEDURE**

EPA - 418.1  
 ASTM-D 3381  
 ASTM-D 2270  
 ASTM-D 473  
 EPA - 1010  
 EPA - 8020

**DESCRIPTION**

TPH  
 Specific Gravity  
 Viscosity  
 Solubility  
 Ignitability  
 BTEX

**AUTHORIZATION:**

Sampling, preparation and laboratory testing was authorized by Mr. Robert Stroder, P.E., Jefferson County Engineer on January 26, 1994.

**LABORATORY TEST RESULTS:**

Laboratory analysis and test results are presented in the "Summary of Laboratory Test Data" attached.

DISCUSSION OF TEST RESULTS:

A review of the laboratory test results indicates a TPH and BETX Content above EPA/TWC levels to allow disposal by normal procedures (solid waste disposal, landfill, etc.). Viscosity CPS, Specific Gravity and Soluble Content do not meet acceptable limits for normal asphaltic cement for road and street construction. The material sampled may be utilized in a cut-back asphaltic solution for prime or tack coat in preparing of subbase, etc. for street and road construction.

We appreciate this opportunity to provide our services for this project. Please let us know should you require additional data or information and "Thanks for Your Support".

Respectfully submitted for your acceptance,

T & N LABORATORIES, INC.

Tom A. Farmer M.E.

Tom A. Farmer, M.E.  
President

TAF/sw

Copies: 2 - Client  
1 - Robert Stroder, P.E.  
1 - File #94012

## SUMMARY OF LABORATORY TEST DATA

PROJECT: LAB TEST RESULTS OF ASPHALTIC CEMENT (OLD)

PROJECT NO.: 94015 - 212

DATE RECEIVED: JANUARY 31, 1994

SAMPLED FROM: OLD STORAGE TANK AT PRECINCT #2 MAINT...FACILITY, VITERBO ROAD

REMARKS: SEE DISCUSSION OF TEST RESULTS

| SAMPLE I.D.                                    | #1 Sample of Old Asphalt<br>1/31/94 1:30 PM |         |       |          |
|--|---|---------|-------|----------|
| LAB NO.  | 4B-0128                                     | DATE    | TIME  | ANALYST  |
| TPH, mg/Kg                                     | 62,100                                      | 2/8/94  | 14:10 | R.A.     |
| Specific Gravity, g/cc                         | 0.8689                                      | 2/8/94  | 11:00 | M.H.     |
| Viscosity, cps                                 | >1,000,000                                  | 2/14/94 |       | E.C.     |
| Soluble, %                                     | 40  | 2/8/94  | 16:00 | E.S. III |
| Ignitability, F<br>(Pensky-Martens Closed Cup) | >200  | 2/4/94  | 11:45 | J.M.     |
| Benzene, mg/Kg                                 | <0.1  |         |       |          |
| Ethylbenzene, mg/Kg                            | 11.5  |         |       |          |
| Toluene, mg/Kg                                 | <0.1  |         |       |          |
| Xylene (omp), mg/Kg                            | 28.2  |         |       |          |
| BETX DATE OF ANALYSES: 2/8/94                  |   |         |       |          |
| BETX ANALYST INITIALS: B.K.                    |   |         |       |          |

| SAMPLE I.D.                                    | #2 Sample of Old Asphalt<br>1/31/94 1:30 PM |         |       |          |
|--|---|---------|-------|----------|
| LAB NO.  | 4B-0129                                     | DATE    | TIME  | ANALYST  |
| TPH, mg/Kg                                     | 57,000                                      | 2/8/94  | 14:10 | R.A.     |
| Specific Gravity, g/cc                         | 0.9066                                      | 2/8/94  | 11:00 | M.H.     |
| Viscosity, cps                                 | >1,000,000                                  | 2/14/94 |       | E.C.     |
| Soluble, %                                     | 41  | 2/8/94  | 16:00 | E.S. III |
| Ignitability, F<br>(Pensky-Martens Closed Cup) | >200  | 2/4/94  | 11:45 | J.M.     |
| Benzene, mg/Kg                                 | <0.1  |         |       |          |
| Ethylbenzene, mg/Kg                            | 5.1   |         |       |          |
| Toluene, mg/Kg                                 | <0.1  |         |       |          |
| Xylene (omp), mg/Kg                            | <0.1  |         |       |          |
| BETX DATE OF ANALYSES: 2/8/94                  |   |         |       |          |
| BETX ANALYST INITIALS: B.K.                    |   |         |       |          |

| SAMPLE I.D.                                    | #3 Sample Of Old Asphalt<br>1/31/94 1:30 PM |         |       |          |
|--|---|---------|-------|----------|
| LAB NO.  | 4B-0130                                     | DATE    | TIME  | ANALYST  |
| TPH, mg/Kg                                     | 151,000                                     | 2/8/94  | 14:10 | R.A.     |
| Specific Gravity, g/cc                         | 0.9728                                      | 2/8/94  | 11:00 | M.H.     |
| Viscosity, cps                                 | >1,000,000                                  | 2/14/94 |       | E.C.     |
| Soluble, %                                     | 38  | 2/8/94  | 16:00 | E.S. III |
| Ignitability, F<br>(Pensky-Martens Closed Cup) | >200  | 2/4/94  | 12:10 | J.M.     |
|  |   |         |       |          |
| Benzene, mg/Kg                                 | <0.1  |         |       |          |
| Ethylbenzene, mg/Kg                            | 0.9   |         |       |          |
| Toluene, mg/Kg                                 | <0.1  |         |       |          |
| Xylene (omp), mg/Kg                            | <0.1  |         |       |          |
| BETX DATE OF ANALYSES:                         | 2/8/94                                      |         |       |          |
| BETX ANALYST INITIALS:                         | B.K.  |         |       |          |

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION  
 Office of Air Quality - Technical Services  
 Asbestos Removal Invoice  
 (512) 239-1535

Invoice Date:  
 09/23/94

Notification No.:  
 49114100

Accounting Receipt No.: \_\_\_\_\_ Date Rec'd: \_\_\_\_\_

Amount Received : \_\_\_\_\_ Check No. \_\_\_\_\_ Initials: \_\_\_\_\_

(AGENCY USE ONLY)

OWNER/OPERATOR MAILING INFORMATION:

Name: [ JEFFERSON COUNTY COURTHOUSE ]

Address: [ 1149 PEARL STREET ]

[ BEAUVONT, TX 77701-0000 ]

SITE INFORMATION:

Unit Name: [ ASPHALT STORAGE TANK ]

10-4-94

Site Location: [ STORAGE RAW MATERIAL ]

Site City: [ NEDERLAND ]

RACM REPORTED: Ln.Ft.: [ 0 ] Sq.Ft.: [ 400 ] Cu.Ft.: [ 0 ]

Ln. M.: [ 0 ] Sq. M.: [ 0 ] Cu. M.: [ 0 ]

ARUs CALCULATED: [ 2.5 ]

The fee assessment is based on a rate of \$20 per ARU with a minimum fee of \$50 and a maximum fee of \$7500 per notification.

FEES DUE: [ \$50.00 ] CHECK NO.: [ ]

PO#  
 224447  
 B21447

RETURN INVOICE FORM AND PAYMENT TO:

Texas Natural Resource Conservation Commission  
 Office Of Air Quality/Technical Services  
 ATTN: Asbestos Fees  
 P.O. Box 13088  
 Austin, Texas 78711-3088

**RECEIVED**  
 PURCHASING  
 DEPT.

SEP 28 1994

PM

AM  
 7 8 9 10 11 12 1 2 3 4 5 6

COPIES:  
 WHITE - TECH. SERVICES  
 YELLOW - FISCAL  
 PINK - OWNER/OPERATOR

1120202 431 50770

MATERIAL RECEIVED REPORT

I CERTIFY THAT I PERSONALLY RECEIVED FOR JEFFERSON COUNTY THE ABOVE LISTED ITEM(S) MENTIONED AND THAT ALL WERE IN GOOD CONDITION UNLESS OTHERWISE NOTED BY ME.

DATE: 10/03/94

John [Signature]

Authorized Signature

John Hall, *Chairman*  
 Pam Reed, *Commissioner*  
 Peggy Garner, *Commissioner*  
 Anthony Grigsby, *Executive Director*



## TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

*Protecting Texas by Reducing and Preventing Pollution*

TO WHOM IT MAY CONCERN:

Effective September 1, 1992, the Texas Air Control Board (TACB) began collecting Asbestos Notification Fees from contractors related to asbestos removal projects as stated in TACB General Rule 101.28. Effective August 18, 1993 the rule was changed to state that the owner/operator shall be responsible for the Texas Natural Resource Conservation Commission (TNRCC) asbestos notification fee.

Enclosed is the Asbestos Removal Fee Invoice related to the recent notification referenced on the invoice. The fee due is indicated near the bottom left side of the form. The fee must be paid within 30 days of the invoice date. Please make your checks payable to the "TNRCC" and mail to the address on the invoice.

**THE WHITE AND YELLOW COPIES OF THE INVOICE MUST ACCOMPANY YOUR PAYMENT FOR YOU TO RECEIVE PROPER CREDIT. PLEASE KEEP THE PINK COPY OF THE INVOICE FOR YOUR RECORDS.**

If you have any questions or need more information please contact me at (512) 239-1622 or the FAX number is (512) 239-1555.

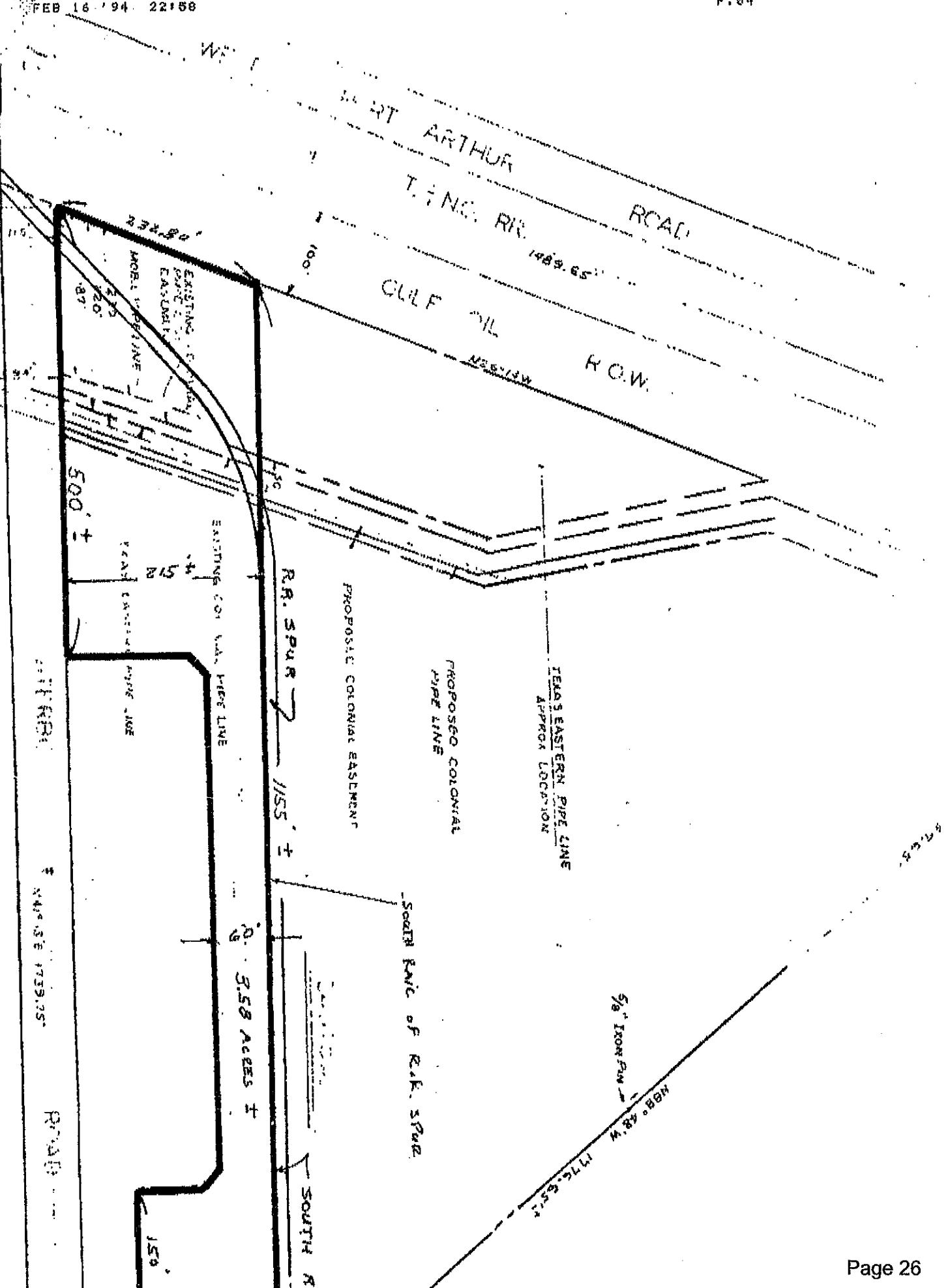
Sincerely,

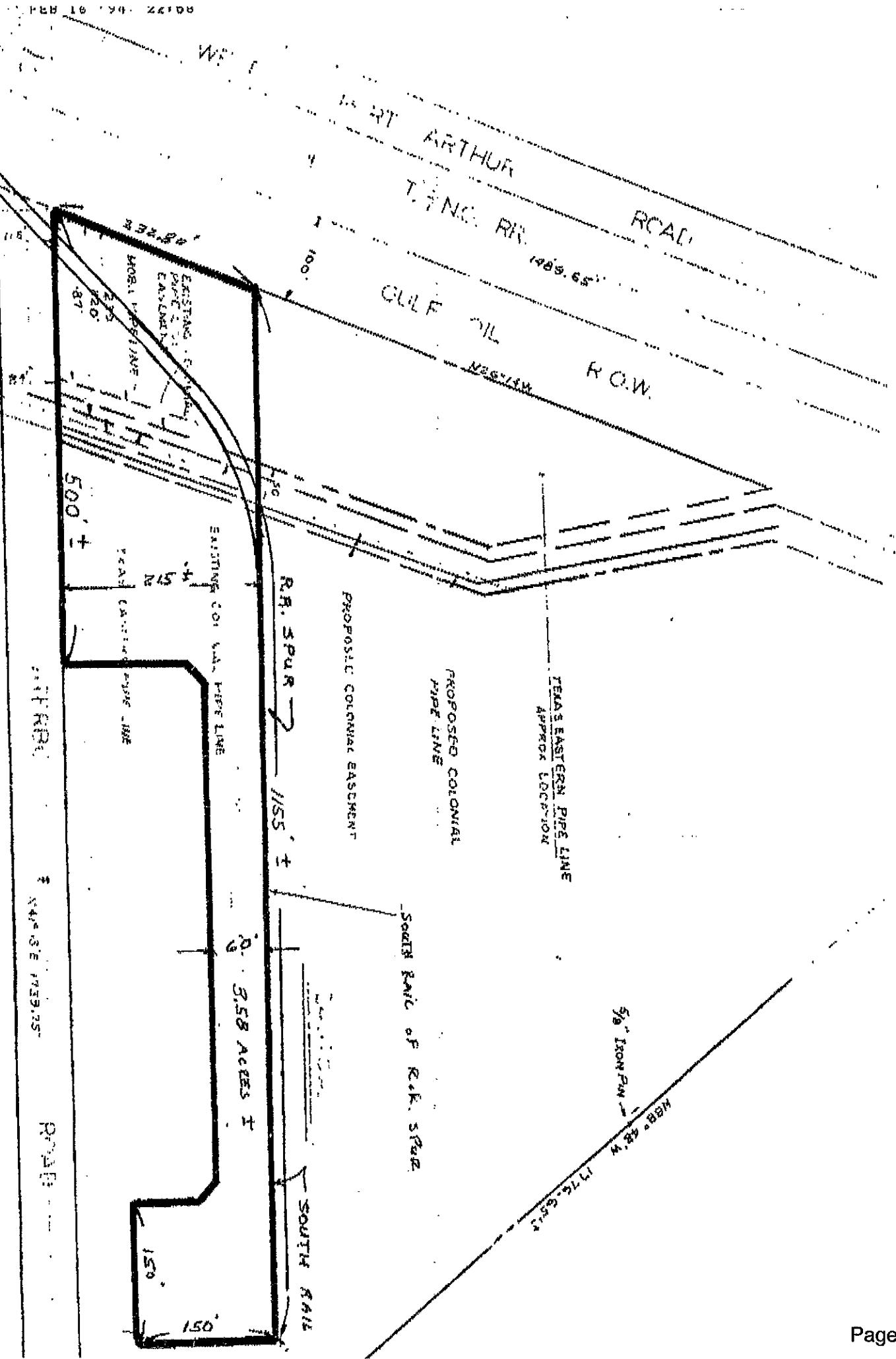
*Carole Ransom*

Carole Ransom  
 Office of Air Quality  
 Technical Services

**RECEIVED**  
 PURCHASING  
 DEPT.

SEP 28 1994  
 AM 7 8 9 10 11 12 1 2 3 4 5 6  
 PM





# Sealed Bid

41

Deborah L. Clark,  
Purchasing Agent  
Jefferson County, TX

IFB 16-021/JW

Sale of land located at Viterbo Rd.  
(Known as "Precint No.2 Rock Yard")  
in Jefferson County

11:00 am, Tuesday, August 16, 2016

TNT Capital, Ltd.  
Theron Tate  
8937 5th Street  
Beaumont, TX 77705

RECEIVED 11:09 AM AUG 15 2016

## Attachment A

**IFB 16-019/YS**  
**Term Contract for Sheriff's Department (Jefferson County)**  
**Law Enforcement Equipment and Uniforms**  
**Awarded August 22, 2016**

| <b>Item</b> | <b>Description</b>  | <b>Vendor</b>                      | <b>Price Ea.</b>                          |
|-------------|---|------------------------------------|---|
| 1           | Male Prestige Advance Trouser (Elbeco E494RN)                                       | Texas Code Blue                    | 68.00                                     |
| 2           | Male Prestige Advance LS Shirt (Elbeco 840N)  | Galls, LLC                         | 57.00                                     |
| 3           | Male Prestige Advance SS Shirt (Elbeco 8440N)                                       | Galls, LLC                         | 52.00                                     |
| 4.          | Female Prestige Advance LS Shirt (Elbeco 9340LCN)                                   | Galls, LLC                         | 57.00                                     |
| 5.          | Female Prestige Advance SS Shirt (Elbeco 9840LCN)                                   | Galls, LLC                         | 52.00                                     |
| 6.          | Female Prestige Advance Trouser (Elbeco 9494LCN)                                    | Texas Code Blue                    | 68.00                                     |
| 7.          | Elbeco Tex-Trop w/ zip – F – LS (Elbeco 9314LCN)                                    | Galls, LLC                         | 36.50                                     |
| 8.          | Elbeco Tex-Trop w/ zip – F – SS (Elbeco Z9814LCN)                                   | Galls, LLC                         | 33.50                                     |
| 9.          | Elbeco Tex-Trop w/ zip – M – LS (Elbeco Z314N)                                      | Galls, LLC                         | 36.50                                     |
| 10.         | Elbeco Tex-Trop w/ zip – M – SS (Elbeco Z3314N)                                     | Galls, LLC                         | 33.50                                     |
| 11.         | Male Tex-Trop Trouser (Elbeco E314RN)   | Galls, LLC                         | 41.95                                     |
| 12.         | Elbeco Tex-Trop – F – LS (Elbeco 9314LCN)   | Galls, LLC                         | 34.00                                     |
| 13.         | Elbeco Tex-Trop – F – SS (Elbeco 9814LCN)   | Galls, LLC                         | 31.00                                     |
| 14.         | Elbeco Tex-Trop – M – LS (Elbeco 314N)  | Galls, LLC                         | 34.00                                     |
| 15.         | Elbeco Tex-Trop – M – SS (Elbeco 3314N)   | Galls, LLC                         | 31.00                                     |
| 16.         | Female Tex-Trop Trouser (Elbeco E9314LC)  | Galls, LLC                         | 41.95                                     |
| 17.         | Jacket (Elbeco 3800)  | Lone Star Uniform                  | 114.00                                    |
| 18.         | Polo Shirt (Cornerstone CS410)  | Galls, LLC                         | 30.95                                     |
| 19.         | Horace Small Sentry Windbreaker (Liberty 560MBK)                                    | Galls, LLC                         | 19.90                                     |
| 20.         | Name Badge (Blackinton J2)  | GT Distributors<br>Galls, LLC      | 10.95                                     |
| 21.         | Raincoat (Neese Industries #447RSC3M))  | GT Distributors                    | 63.48                                     |
| 22.         | Belt (Safariland 87)  | GT Distributors                    | 48.25<br>Additional cost for size 46 & up |
| 23.         | Belt (Safariland 99)  | GT Distributors                    | 25.15<br>Additional cost for size 46 & up |
| 24.         | Belt (5.11 TACTICAL 59501 – Burgoon Company, Perfect Fit PF-5000 – Texas Code Blue) | Burgoon Company<br>Texas Code Blue | 30.00                                     |

**Attachment A**

|     |  |                         |        |
|-----|--|-------------------------|--------|
| 25. | Cuff Case (Safariland SAF-190-2B)                    | GT Distributors         | 24.13  |
| 26. | Cuff Case (Safariland SAF-090-1-16)                  | GT Distributors         | 18.71  |
| 27. | Baton Holder (G&G B560)                              | 10-32 Supply            | 15.00  |
| 28. | Holster Level III (Safariland 6360)                  | Burgoon Company         | 139.00 |
| 29. | Holster Level III (Safariland SAF-070-83-161))       | GT Distributors         | 131.87 |
| 30. | Double Magazine Holder (Safariland SAF-77-83-2PBL)   | GT Distributors         | 26.48  |
| 31. | Double Magazine Holder (Safariland SAF-75-83-2)      | GT Distributors         | 20.47  |
| 32. | OC Spray Holder (Safariland SAF-38-4-2B)             | GT Distributors         | 20.47  |
| 33. | Belt Keepers (Safariland SAF-63-2B)                  | GT Distributors         | 4.54   |
| 34. | S.O. Lapel Pin (Blackinton BL-J110)                  | GT Distributors         | 4.72   |
| 35. | Traffic Vest (Vizguard S912)                         | Galls, LLC              | 36.01  |
| 36. | Handcuffs, Nickel (Peerless M901P)                   | ICS Jail Supplies, Inc. | 19.50  |
| 37. | Red Cone Stinger (STL-75903)                         | GT Distributors         | 3.76   |
| 38. | Red Cone SL20 (STL-22511)                            | GT Distributors         | 4.29   |
| 39. | Stinger Flashlight (Streamlight 75014)               | Burgoon Company         | 110.00 |
| 40. | Stinger Flashlight Battery (STL-75175)               | GT Distributors         | 12.70  |
| 41. | Stinger Flashlight Bulb (STL-75914)                  | GT Distributors         | 5.52   |
| 42. | Stinger Flashlight Lens Kit (Streamlight 75956)      | Burgoon Company         | 26.20  |
| 43. | Stinger DS LED – aluminum (STL-75866)                | GT Distributors         | 87.24  |
| 44. | Stinger DS LED – polymer (STL-76113)                 | GT Distributors         | 91.84  |
| 45. | SC20XP LED Flashlight – alum. (Streamlight 25103)    | Burgoon Company         | 94.57  |
| 46. | SC20XP LED Flashlight – nylon (STL-25103)            | GT Distributors         | 87.17  |
| 47. | Maglite Flashlight (Maglite RL 1019)                 | Galls, LLC              | 98.00  |
| 48. | Maglite Flashlight Battery (Maglite ARX235)          | Galls, LLC              | 29.05  |
| 49. | Maglite Flashlight Bulb (Maglite LR00001)            | Galls, LLC              | 5.00   |
| 50. | ASP Baton, Black (ASP-52611)                         | GT Distributors         | 76.67  |
| 51. | Kevlar Gloves (Strong Suit Enforcer)                 | Texas Code Blue         | 32.00  |
| 52. | Leg Irons, Standard (Peerless M902)                  | ICS Jail Supplies, Inc. | 33.75  |
| 53. | Molded One-Piece Seat Org. (GT-BR-017)               | GT Distributors         | 30.65  |
| 54. | Additional Items (% off)                             | Texas Code Blue         | 28%    |
| 55. | Ballistic Vests (% off) (Point Black Alpha Elite 3A) | Galls, LLC              | 45%    |

**Attachment A**

**Vendor shall comply with 15-day delivery whenever possible and shall notify the department in the event that the order will take longer.**

**10-32 Supply**  
1048 Neches Street  
Beaumont TX 77701  
Attn: Bobby F. Goza  
Phone: 409-832-4475  
Fax: 409-832-4481  
[bfg1032@hotmail.com](mailto:bfg1032@hotmail.com)

**Burgoon Company**  
2727 Broadway  
Galveston TX 77550  
Attn: Donna Hanson  
Phone: 800-287-4666  
Fax: 800-724-0267  
[dhanson@burgooncompany.com](mailto:dhanson@burgooncompany.com)

**GT Distributors, Inc.**  
2545 Brockton Drive, Suite 100  
Austin TX 78758  
Attn: Jamy Copeland  
Phone: 800-252-8310  
Fax: 800-480-5845  
[txbids@qtdist.com](mailto:txbids@qtdist.com)

**Galls, LLC**  
1340 Russell Cave Road  
Lexington KY 40505  
Attn: Rob Hauswald  
Phone: 800-876-4242  
Fax: 859-266-7227  
[hauswald-rob@galls.com](mailto:hauswald-rob@galls.com)

**ICS Jail Supplies, Inc.**  
PO Box 21056  
Waco TX 76702  
Attn: Maegan Eisenman  
Phone: 254-751-1566  
Fax: 254-751-0299  
[bids@icswaco.com](mailto:bids@icswaco.com)

**Texas Code Blue**  
5550 Eastex Freeway, Suite L  
Beaumont TX 77708  
Attn: Tony Cervantes  
Phone: 409-892-7836  
Fax: 409-892-7826  
[tony@texascodeblue.com](mailto:tony@texascodeblue.com)

## OFFER AND ACCEPTANCE FORM

### OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

10-32 Supply  
Company Name

For clarification of this offer, contact:

1048 Neckes  
Address

Bobby F. Goza  
Name

Brown      TX.      77701  
City              State              Zip

409.832.4475      409.832.4481  
Phone              Fax

Bobby F. Goza  
Signature of Person Authorized to Sign

bfg  
~~409.832.5547~~ 1032@HOTMAIL.COM  
E-mail

Bobby F. Goza  
Printed Name

Owner  
Title

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

## Acceptance of Offer

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

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

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

Countersigned:

Jeff R. Branick  
County Judge

Date

8/22/16

Attest:

Carolyn L. Guidry  
County Clerk



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

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

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

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

EVCO Partners, LP dba Burgoon Company

Company Name

2727 Broadway

Address

Galveston, Texas 77550

City

State

Zip

Donna Hanson

Signature of Person Authorized to Sign

Donna Hanson

Printed Name

President

Title

For clarification of this offer, contact:

Donna Hanson

Name

800-287-4666      800-724-0267

Phone

Fax

dhanson@burgooncompany.com

E-mail

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

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Countersigned:

Jeff R. Branick  
County Judge

8/22/16

Date

Attest:

Carolyn L. Guidry  
Carolyn L. Guidry  
County Clerk



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

## OFFER AND ACCEPTANCE FORM

### OFFER TO CONTRACT

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

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

GT DISTRIBUTORS, INC

For clarification of this offer, contact:

Company Name

2545 BROCKTON DRIVE, SUITE 100

JAMY COPELAND

Address

Name

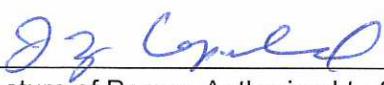
|        |       |       |
|--------|-------|-------|
| AUSTIN | TX    | 78758 |
| City   | State | Zip   |

1-800-252-8310

1-800-480-5845

Phone

Fax

  
Signature of Person Authorized to Sign

TXBIDS@GTDIST.COM

E-mail

JAMY COPELAND

Printed Name

UNIFORM SERVICES MANAGER

Title

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

## Acceptance of Offer

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Countersigned:

Jeff R. Branick  
County Judge

8/22/16

Date

Attest:

*Carolyn L. Guidry*  
Carolyn L. Guidry  
County Clerk



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

## OFFER AND ACCEPTANCE FORM

# OFFER TO CONTRACT

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

Galls, LLC  
Company Name

For clarification of this offer, contact:

1340 Russell Cave Rd.  
Address

Rob Hauswald

Lexington KY 40505  
City State Zip

800-876-4242 ext 2245 877-914-2557  
Phone Fax

  
Signature of Person Authorized to Sign

hauswald-roh@gails.com  
E-mail

Signature of Person Authorized to Sign

E-mail

R. Michael Andrews Jr.  
Printed Name

CFO

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

## Acceptance of Offer

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Countersigned:

Jeff R. Branick  
County Judge

Date

8/22/16

Attest:

*Carolyn L. Guidry*  
Carolyn L. Guidry  
County Clerk



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

## OFFER AND ACCEPTANCE FORM

### OFFER TO CONTRACT

To Jefferson County:

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

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

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

ICS Jail Supply, Inc.

Company Name

P.O. Box 21054

Address

Waco TX 76702

City

State

Zip

Signature of Person Authorized to Sign

SM Bogan III

Printed Name

Vice President

Title

For clarification of this offer, contact:

Maegan Eisenman

Name

254-751-1566 254-751-0299

Phone

Fax

bids@icswaco.com

E-mail

**ICS JAIL SUPPLY, INC.**

P.O. Box 21056

Waco, TX 76702-1056

Phone: 800-524-5427 Fax: 254-751-0299

WWW.ICSWACO.COM

bids@icswaco.com

sales@icswaco.com

FED ID # 27-1411451

GSA Contract # GS 07F-3552U

TXMAS-12-84060

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

## Acceptance of Offer

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

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Countersigned:

Jeff R. Branick  
County Judge

Date

8/22/16

Attest:

Carolyn L. Guidry  
Carolyn L. Guidry  
County Clerk



**ICS JAIL SUPPLIES, INC.**

P.O. Box 21070  
Waco, TX 76703-4070  
Phone: 800-534-5437 Fax: 254-751-0299  
WWW.ICS.WACO.COM  
bids@ics.waco.com  
sales@ics.waco.com  
FED ID # 27-1294351  
GSA Contract # GS-07F-0552U  
TXMAS-12-84060

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

## **OFFER AND ACCEPTANCE FORM**

### **OFFER TO CONTRACT**

To Jefferson County:

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

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

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

**TEXAS CODE BLUE**

Company Name

5550 EASTEX FRWY., SUITE L

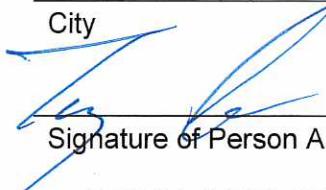
Address

BEAUMONT TX 77708

City

State

Zip

  
Signature of Person Authorized to Sign

**TONY CERVANTES**

Printed Name

**PRESIDENT**

Title

For clarification of this offer, contact:

**TONY CERVANTES**

Name

409/892-7836

409/892-7826

Phone

Fax

[tony@texascodeblue.com](mailto:tony@texascodeblue.com)

E-mail

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

## Acceptance of Offer

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

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Countersigned:

Jeff R. Branick  
County Judge

Date

8/22/16

Attest:

Carolyn L. Guidry  
County Clerk



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

  
**P A T T I L L O , B R O W N & H I L L , L . L . P .**  
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

August 1, 2016

Jefferson County, Texas  
 Attention: Deborah L. Clark  
 Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

To the Commissioners' Court and County Judge:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, as of September 30, 2016, and for the year then ended, and the related notes to the financial statements, which collectively comprise Jefferson County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2016. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Analysis and Budgetary Comparison Information – General Fund
- TCDRS Schedule of Funding Progress.
- Other Post-Employment Benefits Schedule of Funding Progress

Supplementary information other than RSI will accompany Jefferson County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Schedule of expenditures of federal awards
- Combining and individual fund information
- Other supplementary information

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory section
- Statistical section

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings

and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of Jefferson County's basic financial statements. Our report will be addressed to the governing body of Jefferson County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which

it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraphs, or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Audit of Major Program Compliance**

Our audit of Jefferson County's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

## Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;  
For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
11. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and

- c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- 12. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
- 13. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

## Other relevant information

### Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

|   | Begin           | Complete        |
|---|-----------------|-----------------|
| Document internal control and preliminary tests | September, 2016 | September, 2016 |
| Mail confirmations                              | October, 2016   | October, 2016   |
| Perform year-end audit procedures               | January, 2017   | January, 2017   |
| Issue audit reports                             | March, 2017     | March, 2017     |

Chris Pruitt is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, L.L.P.s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$71,500 for the County audit. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Jefferson County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

### Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Pattillo, Brown and Hill, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown and Hill's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We

agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to Commissioners' Court the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of Government Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,  
Pattillo, Brown & Hill, L.L.P.

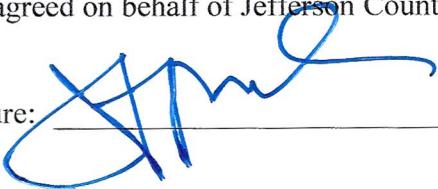


Chris Pruitt, CPA  
Waco, Texas

RESPONSE:

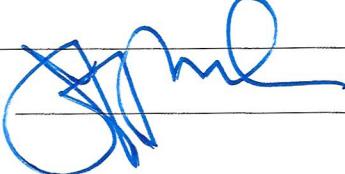
This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Jefferson County by:

Management signature: 

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

Date: \_\_\_\_\_

Governance signature: 

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

Date: \_\_\_\_\_

ATTEST:

  
Carolyn L. Guidry, County Clerk



American Institute of  
Certified Board Accountants

Mississippi Society of  
Certified Public Accountants

An Independent Member of  
CPA Associates International, Inc.,  
A Worldwide Association of Accounting Firms



3820 I-55 North, Suite 100  
Jackson, MS 39211

Post Office Box 16090  
Jackson, MS 39236-6090

Phone: 601-987-4300  
Fax: 601-987-4314  
[www.eubankbetts.com](http://www.eubankbetts.com)

## SYSTEM REVIEW REPORT

August 29, 2013

**To the Partners of  
Pattillo, Brown & Hill, L. L. P.  
and the National Peer Review Committee**

We have reviewed the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA and examinations of service organizations [Service Organizations Control (SOC) 1 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Pattillo, Brown & Hill, L. L. P.** has received a peer review rating of *pass*.

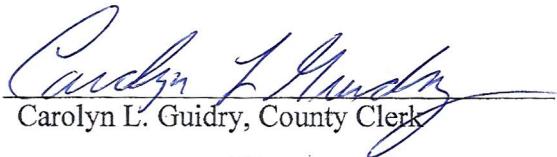
  
EUBANK, BETTS, HIRN, WOOD, PLLC

**CONTRACT RENEWAL FOR IFB 14-032/JW  
TERM CONTRACT FOR PAPER STOCK & ENVELOPES FOR  
JEFFERSON COUNTY**

The County entered into a contract with Bosworth Papers, Inc. for one (1) year, from September 8, 2014 to September 7, 2015, with an option to renew the contract for up to a five (5) year period.

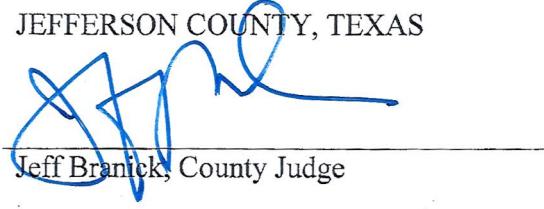
Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a second one (1) additional year from September 6, 2016 to September 5, 2017.

ATTEST:

  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Bosworth Papers, Inc.

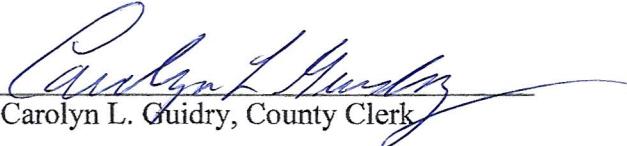
  
(Name)

**CONTRACT RENEWAL FOR IFB 14-032/JW  
TERM CONTRACT FOR PAPER STOCK & ENVELOPES FOR  
JEFFERSON COUNTY**

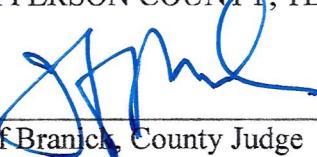
The County entered into a contract with Olmsted Kirk Paper Co. for one (1) year, from September 8, 2014 to September 7, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a second one (1) additional year from September 6, 2016 to September 5, 2017.

ATTEST:

  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Olmsted Kirk Paper Co.

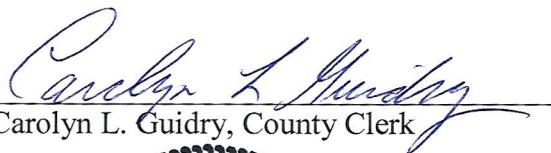
  
(Name) 

**CONTRACT RENEWAL FOR IFB 14-033/JW  
RE-BID TERM CONTRACT FOR ROAD BUILDING MATERIALS  
FOR JEFFERSON COUNTY**

The County entered into a contract with APAC-Texas for one (1) year, from September 8, 2014 to September 7, 2015, with an option to renew the contract for up to a five (5) year period.

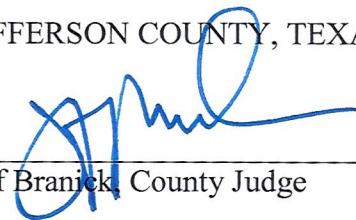
Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for second one (1) additional year from September 6, 2016 to September 5, 2017.

ATTEST:

  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
APAC-Texas

  
(Name)  *Rebecca Rutledge*

**CONTRACT RENEWAL FOR IFB 14-033/JW  
RE-BID TERM CONTRACT FOR ROAD BUILDING MATERIALS  
FOR JEFFERSON COUNTY**

The County entered into a contract with Martin Marietta Materials for one (1) year, from September 8, 2014 to September 7, 2015, with an option to renew the contract for up to a five (5) year period.

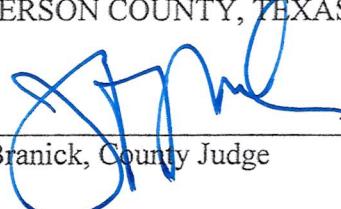
Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for second one (1) additional year from September 6, 2016 to September 5, 2017.

ATTEST:

  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Martin Marietta Materials

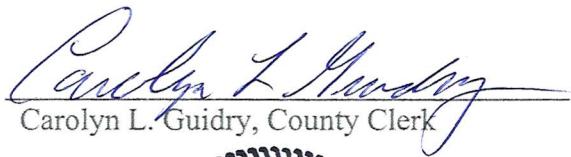
  
(Name)

**CONTRACT RENEWAL FOR IFB 14-033/JW  
RE-BID TERM CONTRACT FOR ROAD BUILDING MATERIALS FOR  
JEFFERSON COUNTY**

The County entered into a contract with Vulcan Construction Materials LP for one (1) year, from September 8, 2014 to September 7, 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 a second one (1) additional year from September 6, 2016 to September 5, 2017.

ATTEST:

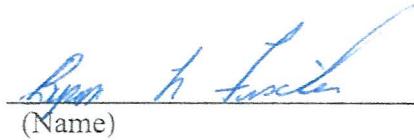
  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Vulcan Construction Materials LP

  
(Name)

**CONTRACT RENEWAL FOR IFB 14-033/JW  
RE-BID TERM CONTRACT FOR ROAD BUILDING MATERIALS FOR  
JEFFERSON COUNTY**

**CONTRACT RENEWAL FOR IFB 13-016/JW  
TERM CONTRACT FOR DISASTER AND EMERGENCY REPAIR,  
SERVICE, AND INSTALLATION OF ELECTRICAL SERVICES FOR  
JEFFERSON COUNTY**

The County entered into a contract with Gold Crest Electric Company, Inc. for one (1) year, from September 9, 2013 to September 8, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third one (1) additional year from September 6, 2016 to September 5, 2017.

ATTEST:

  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Gold Crest Electric Company, Inc.

  
(Name)

**CONTRACT RENEWAL FOR IFB 13-016/JW  
TERM CONTRACT FOR DISASTER AND EMERGENCY REPAIR,  
SERVICE, AND INSTALLATION OF ELECTRICAL SERVICES FOR  
JEFFERSON COUNTY**

The County entered into a contract with Ledet Electrical Services for one (1) year, from September 9, 2013 to September 8, 2014, 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 one (1) additional year from September 6, 2016 to September 5, 2017.

ATTEST:

  
Carolyn L. Guidry, County Clerk

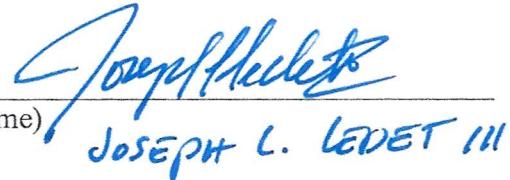


JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Ledet Electrical Services

(Name)

  
JOSEPH L. LEDET III



# 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*

## MEMORANDUM

August 11, 2016

To: Deb Clark  
From: Mark Dubois  
Date: August 11, 2016  
RE: Excel Medical Waste

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Please amend contract for Excel Medical Waste to add:

**Jefferson County Correction Facility**  
Property Division  
5030 Hwy 69 South  
Beaumont, TX 77705

Approximately once a year we will have medical waste to be disposed of.

Thanks.



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

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

**AMENDMENT III TO CONTRACT**

August 15, 2016

Excel Medical Waste Disposal  
6410 Long Drive  
Houston TX 77087  
Attention: Mr. Lee McMorries

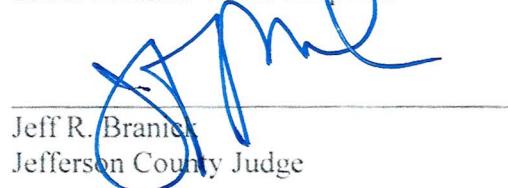
Dear Mr. McMorries:

This letter will serve as Amendment III (three) to contract IFB 15-011/JW, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County.

Amendment III (three) will add Biomedical Waste service for Jefferson County Correctional Facility, Property Division, 5030 Highway 69 South, Beaumont TX, 77705, Biomedical Waste Containers at \$35.00 per container per haul, \$35.00 per container per month.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail ([ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us)).

  
Excel Medical Waste Disposal

  
Jeff R. Branick  
Jefferson County Judge

08.15.16  
Date

8/22/16  
Date

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** AUGUST 17, 2016

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The following budget amendment for the Criminal District Court is necessary for additional cost for indigent defense.

|                   |                      |           |
|-------------------|----------------------|-----------|
| 120-2032-412-5072 | Pauper Attorney Fees | \$100,000 |
| 110-2027-412-5055 | Petit Jurors         | \$100,000 |

## MEMORANDUM

**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** AUGUST 17, 2016

The following budget amendment for the 252<sup>nd</sup> District Court is necessary for additional cost for indigent defense.

120-2037-412-5072 Pauper Attorney Fees \$120,000

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** AUGUST 17, 2016

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The following budget amendment for the County Court at Law II is necessary for additional cost for indigent defense.

|                   |                      |          |
|-------------------|----------------------|----------|
| 120-2052-412-5072 | Pauper Attorney Fees | \$10,000 |
| 120-9999-415-9999 | Contingency          | \$10,000 |

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** AUGUST 17, 2016

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The following budget transfer for the Health & Welfare II is necessary for additional cost for indigent burials.

|                   |                     |          |
|-------------------|---------------------|----------|
| 120-5075-441-5006 | Burials             | \$25,000 |
| 120-5075-441-1002 | Assistants & Clerks | \$25,000 |

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

|                    |          |            |
|--------------------|----------|------------|
| CURTIS 1000, INC.  | 1,637.30 | 423952     |
| CHRISTIANA JOHNSON | 300.00   | 424046     |
| DAWN DONUTS        | 85.00    | 424153     |
|                    |          | 2,022.30** |

## ROAD &amp; BRIDGE PCT.#1

|                                |           |             |
|--------------------------------|-----------|-------------|
| CARQUEST AUTO PARTS # 96       | 210.36    | 423945      |
| ENTERGY                        | 80.83     | 423963      |
| KINSEL FORD, INC.              | 11.14     | 423975      |
| SMART'S TRUCK & TRAILER, INC.  | 23.71     | 424001      |
| STAR GRAPHICS SHARP            | 19.41     | 424008      |
| SUTHERLAND LUMBER CO.          | 21.99     | 424009      |
| VULCAN MATERIALS CO.           | 5,461.05  | 424021      |
| THE SIGN MEN                   | 1,305.62  | 424026      |
| UNITED STATES POSTAL SERVICE   | .47       | 424042      |
| UNDERGROUND INC.               | 49,926.56 | 424060      |
| ATTABOY TERMITE & PEST CONTROL | 30.00     | 424093      |
| MARTIN MARIEETA MATERIALS      | 1,061.32  | 424149      |
|                                |           | 58,152.46** |

## ROAD &amp; BRIDGE PCT.#2

|                                   |          |            |
|-----------------------------------|----------|------------|
| SUPERIOR TIRE & SERVICE           | 128.00   | 423933     |
| CRABTREE BARRICADE SYSTEMS, INC.  | 5,595.50 | 423951     |
| MUNRO'S                           | 11.95    | 423981     |
| PHILPOTT MOTORS, INC.             | 20.02    | 423989     |
| PORT ARTHUR NEWS, INC.            | 21.36    | 423990     |
| RITTER @ HOME                     | 13.85    | 423995     |
| STAR GRAPHICS SHARP               | 24.96    | 424008     |
| BUMPER TO BUMPER                  | 33.21    | 424065     |
| BUMPER TO BUMPER                  | 279.53   | 424066     |
| CENTERPOINT ENERGY RESOURCES CORP | 39.77    | 424067     |
| ATTABOY TERMITE & PEST CONTROL    | 54.00    | 424093     |
| ASCO                              | 20.80    | 424118     |
| RELADYNE                          | 474.88   | 424125     |
|                                   |          | 6,717.83** |

## ROAD &amp; BRIDGE PCT. # 3

|                                   |          |            |
|-----------------------------------|----------|------------|
| CITY OF PORT ARTHUR - WATER DEPT. | 29.32    | 423947     |
| DYNAMIC POWER SYSTEM, INC.        | 216.01   | 423953     |
| FARM & HOME SUPPLY                | 24.35    | 423957     |
| ENTERGY                           | 26.01    | 423963     |
| MUNRO'S                           | 61.30    | 423981     |
| OIL CITY TRACTORS, INC.           | 214.63   | 423986     |
| PHILPOTT MOTORS, INC.             | 54.62    | 423989     |
| SMART'S TRUCK & TRAILER, INC.     | 61.96    | 424001     |
| STAR GRAPHICS SHARP               | 38.82    | 424008     |
| TIME WARNER COMMUNICATIONS        | 86.91    | 424015     |
| WAUKESHA-PEARCE IND., INC.        | 241.54   | 424022     |
| STRATTON INC.                     | 152.35   | 424023     |
| SOUTHERN TIRE MART, LLC           | 236.95   | 424028     |
| HOWARD'S AUTO SUPPLY              | 1.17     | 424031     |
| FASTENAL                          | 140.78   | 424032     |
| CENTERPOINT ENERGY RESOURCES CORP | 34.06    | 424067     |
| TRACTOR SUPPLY CO                 | 6.45     | 424074     |
| MARTIN PRODUCT SALES LLC          | 295.75   | 424075     |
| BILL WILLIAMS                     | 200.00   | 424080     |
| C & I OIL COMPANY INC             | 2,075.03 | 424089     |
| ON TIME TIRE                      | 62.00    | 424108     |
|                                   |          | 4,260.01** |

## ROAD &amp; BRIDGE PCT.#4

|                               |           |        |
|-------------------------------|-----------|--------|
| SPIDLE & SPIDLE               | 3,778.44  | 423931 |
| AUDILET TRACTOR SALES         | 230.25    | 423936 |
| BASE SEAL                     | 20,865.50 | 423938 |
| BEAUMONT TRACTOR COMPANY      | 35.48     | 423940 |
| M&D SUPPLY                    | 19.25     | 423977 |
| MUNRO'S                       | 70.65     | 423981 |
| SMART'S TRUCK & TRAILER, INC. | 69.92     | 424001 |
| AT&T                          | 76.54     | 424004 |
| STAR GRAPHICS SHARP           | 63.73     | 424008 |
| UNITED STATES POSTAL SERVICE  | .40       | 424042 |

| NAME                          | AMOUNT    | CHECK NO. | TOTAL       |
|-------------------------------|-----------|-----------|-------------|
| EVERETT D ALFRED              | 135.80    | 424056    |             |
| MARTIN PRODUCT SALES LLC      | 11,911.76 | 424075    |             |
| GOLDEN TRIANGLE GLASS CO      | 195.00    | 424097    |             |
| ENGINEERING FUND              |           |           | 37,452.72** |
| STAR GRAPHICS SHARP           | 558.34    | 424008    |             |
| TRI-CITY COFFEE SERVICE       | 152.55    | 424019    |             |
| UNITED STATES POSTAL SERVICE  | .94       | 424042    |             |
| PARKS & RECREATION            |           |           | 711.83**    |
| ADAMS BACKHOE SERVICE         | 400.00    | 423927    |             |
| AUDILET TRACTOR SALES         | 35.30     | 423936    |             |
| M&D SUPPLY                    | 57.50     | 423977    |             |
| SPRINT WASTE SERVICES LP      | 310.80    | 424131    |             |
| COPE'S TRAILERS               | 2,027.75  | 424145    |             |
| SMITTY'S HAMSHIRE GULF        | 10.00     | 424164    |             |
| GENERAL FUND                  |           |           | 2,841.35**  |
| TAX OFFICE                    |           |           |             |
| STAR GRAPHICS SHARP           | 102.60    | 424008    |             |
| UNITED STATES POSTAL SERVICE  | 776.98    | 424042    |             |
| COUNTY HUMAN RESOURCES        |           |           | 879.58*     |
| SOCIETY FOR HUMAN RESOURCE    | 380.00    | 424003    |             |
| STAR GRAPHICS SHARP           | 19.41     | 424008    |             |
| UNITED STATES POSTAL SERVICE  | 2.06      | 424042    |             |
| AUDITOR'S OFFICE              |           |           | 401.47*     |
| OFFICE DEPOT                  | 7.64      | 423985    |             |
| STAR GRAPHICS SHARP           | 19.41     | 424008    |             |
| UNITED STATES POSTAL SERVICE  | 19.40     | 424042    |             |
| COUNTY CLERK                  |           |           | 46.45*      |
| OFFICE DEPOT                  | 52.72     | 423985    |             |
| STAR GRAPHICS SHARP           | 291.99    | 424008    |             |
| UNITED STATES POSTAL SERVICE  | 246.81    | 424042    |             |
| CAROLYN GUIDRY                | 122.00    | 424070    |             |
| SUSIE D. BELT                 | 336.96    | 424076    |             |
| RICOH USA INC                 | 124.87    | 424112    |             |
| ENDICOTT MICROFILM            | 2,795.00  | 424160    |             |
| COUNTY JUDGE                  |           |           | 3,970.35*   |
| STAR GRAPHICS SHARP           | 19.41     | 424008    |             |
| UNITED STATES POSTAL SERVICE  | 4.73      | 424042    |             |
| JAN GIROUARD & ASSOCIATES LLC | 600.00    | 424156    |             |
| RISK MANAGEMENT               |           |           | 624.14*     |
| STAR GRAPHICS SHARP           | 19.41     | 424008    |             |
| UNITED STATES POSTAL SERVICE  | .86       | 424042    |             |
| COUNTY TREASURER              |           |           | 20.27*      |
| STAR GRAPHICS SHARP           | 92.04     | 424008    |             |
| UNITED STATES POSTAL SERVICE  | 189.95    | 424042    |             |
| PRINTING DEPARTMENT           |           |           | 281.99*     |
| OLMSTED-KIRK PAPER            | 134.39    | 423987    |             |
| STAR GRAPHICS SHARP           | 652.01    | 424008    |             |
| PURCHASING DEPARTMENT         |           |           | 786.40*     |
| OFFICE DEPOT                  | 208.94    | 423985    |             |
| STAR GRAPHICS SHARP           | 19.41     | 424008    |             |

| NAME  | AMOUNT   | CHECK NO.  | TOTAL      |
|---|--|--|------------|
| UNITED STATES POSTAL SERVICE<br>GENERAL SERVICES  | 46.89  | 424042   | 275.24*    |
| GUARDIAN FORCE<br>B&L MAIL PRESORT SERVICE<br>CASH ADVANCE ACCOUNT<br>OLMSTED-KIRK PAPER<br>TIME WARNER COMMUNICATIONS<br>DYNAMEX INC   | 36.00<br>1,534.84<br>25.00<br>4,055.50<br>204.86<br>197.98   | 423928<br>423937<br>423973<br>423987<br>424011<br>424127   |            |
| DATA PROCESSING   |  |  | 6,054.18*  |
| OFFICE DEPOT<br>STAR GRAPHICS SHARP<br>SHI GOVERNMENT SOLUTIONS, INC.   | 143.47<br>19.41<br>1,815.00  | 423985<br>424008<br>424044   | 1,977.88*  |
| VOTERS REGISTRATION DEPT  |  |  |            |
| STAR GRAPHICS SHARP<br>UNITED STATES POSTAL SERVICE   | 19.41<br>292.46  | 424008<br>424042   | 311.87*    |
| ELECTIONS DEPARTMENT  |  |  |            |
| STAR GRAPHICS SHARP<br>UNITED STATES POSTAL SERVICE   | 75.34<br>126.94  | 424008<br>424042   | 202.28*    |
| DISTRICT ATTORNEY   |  |  |            |
| JEFFERSON CTY. BAR ASSOCIATION<br>RANDI A. KING<br>JOHN NELSON<br>OFFICE DEPOT<br>PUBLIC AGENCY TRAINING COUNCIL<br>STAR GRAPHICS SHARP<br>TEXAS DISTRICT & COUNTY ATTY ASSN.<br>CDW COMPUTER CENTERS, INC.<br>JAMES ARCENEAUX<br>UNITED STATES POSTAL SERVICE<br>MISTY CRAVER<br>TEXAS CODE BLUE LLC<br>MCM ELEGANTE HOTEL<br>ASHLEY MOLFINO<br>PATRIOT GROUP<br>RACHEL GROVE<br>PCM-G<br>STRATOS LEGAL<br>FILE & SERVE XPRESS LLC<br>THOMSON REUTERS-WEST<br>HEALTHPORT<br>KATHLEEN KENNEDY<br>AMANDA HAWKINS | 3,180.00<br>199.93<br>248.40<br>2,482.20<br>295.00<br>133.11<br>175.00<br>493.46<br>905.96<br>361.52<br>40.00<br>270.00<br>121.42<br>1,443.24<br>663.50<br>1,383.24<br>698.68<br>507.10<br>13.00<br>1,922.59<br>331.38<br>354.40<br>272.00 | 423971<br>423974<br>423982<br>423985<br>423993<br>424008<br>424017<br>424033<br>424040<br>424042<br>424055<br>424063<br>424071<br>424072<br>424077<br>424090<br>424092<br>424098<br>424116<br>424121<br>424124<br>424133<br>424167 | 16,495.13* |
| DISTRICT CLERK  |  |  |            |
| STAR GRAPHICS SHARP<br>UNITED STATES POSTAL SERVICE   | 19.41<br>282.44  | 424008<br>424042   | 301.85*    |
| CRIMINAL DISTRICT COURT   |  |  |            |
| GAYLYN COOPER<br>JACK LAWRENCE<br>THOMAS J. BURBANK, P.C.<br>EDWARD B. GRIPON, M.D., P.A.<br>JIMMY D. HAMM<br>MARSHA NORMAND<br>OFFICE DEPOT<br>BRUCE N. SMITH<br>STAR GRAPHICS SHARP<br>KEVIN S. LAINE<br>UNITED STATES POSTAL SERVICE<br>CAROLYN WIEDENFELD<br>JAMES R. MAKIN, P.C.   | 800.00<br>787.00<br>2,531.25<br>595.00<br>2,287.50<br>1,959.87<br>215.30<br>800.00<br>122.48<br>1,125.00<br>11.66<br>800.00<br>9,286.17  | 423929<br>423932<br>423942<br>423962<br>423965<br>423983<br>423985<br>424002<br>424008<br>424030<br>424042<br>424051<br>424105   |            |

NAME

AMOUNT

CHECK NO.

TOTAL

|                                   |          |        |            |
|-----------------------------------|----------|--------|------------|
| ALEX BILL III                     | 1,565.00 | 424106 |            |
| EDWARD TANNER                     | 1,323.76 | 424111 | 24,209.99* |
| 58TH DISTRICT COURT               |          |        |            |
| STAR GRAPHICS SHARP               | 19.41    | 424008 |            |
| UNITED STATES POSTAL SERVICE      | .40      | 424042 |            |
| LEXIS-NEXIS                       | 55.00    | 424043 | 74.81*     |
| 60TH DISTRICT COURT               |          |        |            |
| STAR GRAPHICS SHARP               | 19.41    | 424008 | 19.41*     |
| 136TH DISTRICT COURT              |          |        |            |
| STAR GRAPHICS SHARP               | 19.41    | 424008 |            |
| UNITED STATES POSTAL SERVICE      | 1.20     | 424042 | 20.61*     |
| 172ND DISTRICT COURT              |          |        |            |
| STAR GRAPHICS SHARP               | 19.41    | 424008 |            |
| UNITED STATES POSTAL SERVICE      | 6.47     | 424042 |            |
| LEXIS-NEXIS                       | 56.00    | 424043 | 81.88*     |
| 252ND DISTRICT COURT              |          |        |            |
| STAR GRAPHICS SHARP               | 19.41    | 424008 |            |
| UNITED STATES POSTAL SERVICE      | 141.56   | 424042 |            |
| SAMUEL & SON LAW FIRM PLLC        | 1,973.01 | 424135 | 2,133.98*  |
| 279TH DISTRICT COURT              |          |        |            |
| STAR GRAPHICS SHARP               | 19.41    | 424008 |            |
| PAUL W GERTZ                      | 1,098.75 | 424143 | 1,118.16*  |
| 317TH DISTRICT COURT              |          |        |            |
| TRACEY D. BURK                    | 57.00    | 423943 |            |
| STAR GRAPHICS SHARP               | 19.41    | 424008 |            |
| TEXAS COURT REPORTERS ASSOCIATION | 150.00   | 424018 | 226.41*    |
| JUSTICE COURT-PCT 1 PL 1          |          |        |            |
| STAR GRAPHICS SHARP               | 24.96    | 424008 |            |
| UNITED STATES POSTAL SERVICE      | 40.93    | 424042 | 65.89*     |
| JUSTICE COURT-PCT 1 PL 2          |          |        |            |
| OFFICE DEPOT                      | 119.11   | 423985 |            |
| STAR GRAPHICS SHARP               | 19.41    | 424008 |            |
| JUSTICE COURT-PCT 4               |          |        | 138.52*    |
| AT&T                              | 76.54    | 424004 |            |
| STAR GRAPHICS SHARP               | 24.96    | 424008 | 101.50*    |
| JUSTICE COURT-PCT 6               |          |        |            |
| STAR GRAPHICS SHARP               | 19.41    | 424008 |            |
| UNITED STATES POSTAL SERVICE      | 21.01    | 424042 | 40.42*     |
| JUSTICE COURT-PCT 7               |          |        |            |
| POSTMASTER                        | 2,800.00 | 423991 | 2,800.00*  |
| JUSTICE OF PEACE PCT. 8           |          |        |            |
| OFFICE DEPOT                      | 141.05   | 423985 |            |
| STAR GRAPHICS SHARP               | 19.41    | 424008 | 160.46*    |
| COUNTY COURT AT LAW NO.1          |          |        |            |
| STAR GRAPHICS SHARP               | 68.20    | 424008 |            |

| NAME   | AMOUNT  | CHECK NO.  | TOTAL   |
|--|---|--|---|
| UNITED STATES POSTAL SERVICE<br>GERALD EDDINS  | 1.66<br>1,217.39  | 424042<br>424117   | 1,287.25*   |
| COUNTY COURT AT LAW NO. 2  |   |  |   |
| BRUCE W. COBB<br>STAR GRAPHICS SHARP<br>CHARLES ROJAS<br>UNITED STATES POSTAL SERVICE<br>LANGSTON ADAMS<br>JOEL WEBB VAZQUEZ<br>SAMUEL & SON LAW FIRM PLLC<br>CORY J CRENSHAW<br>LINDSEY SCOTT<br>JANSON ELLIOTT BAILEY  | 500.00<br>19.41<br>500.00<br>6.12<br>850.00<br>1,250.00<br>800.00<br>34.54<br>300.00<br>550.00  | 423949<br>424008<br>424036<br>424042<br>424052<br>424064<br>424135<br>424138<br>424147<br>424157   | 500.00<br>19.41<br>500.00<br>6.12<br>850.00<br>1,250.00<br>800.00<br>34.54<br>300.00<br>550.00  |
| COUNTY COURT AT LAW NO. 3  |   |  | 4,810.07*   |
| STAR GRAPHICS SHARP<br>UNITED STATES POSTAL SERVICE<br>SHI GOVERNMENT SOLUTIONS, INC.<br>PCM-G<br>AMY TOMLINSON  | 19.41<br>4.46<br>328.20<br>995.00<br>250.00   | 424008<br>424042<br>424044<br>424092<br>424152   | 19.41<br>4.46<br>328.20<br>995.00<br>250.00   |
| COURT MASTER   |   |  | 1,597.07*   |
| STAR GRAPHICS SHARP<br>UNITED STATES POSTAL SERVICE  | 19.41<br>.86  | 424008<br>424042   | 19.41<br>.86  |
| MEDIATION CENTER   |   |  | 20.27*  |
| STAR GRAPHICS SHARP<br>UNITED STATES POSTAL SERVICE  | 19.41<br>2.00   | 424008<br>424042   | 19.41<br>2.00   |
| COMMUNITY SUPERVISION  |   |  | 21.41*  |
| SOUTHERN COMPUTER WAREHOUSE<br>HERNANDEZ OFFICE SUPPLY, INC.<br>STAR GRAPHICS SHARP  | 178.18<br>516.00<br>77.64   | 423934<br>423966<br>424008   | 178.18<br>516.00<br>77.64   |
| SHERIFF'S DEPARTMENT   |   |  | 771.82*   |
| JEFFERSON CTY. SHERIFF'S DEPARTMENT<br>OFFICE DEPOT<br>STAR GRAPHICS SHARP<br>UNITED STATES POSTAL SERVICE<br>FIVE STAR FEED<br>LEADSONLINE<br>SATCOM DIRECT COMMUNICATIONS INC<br>SOUTHEAST TEXAS OCCUPATIONAL MEDICI   | 828.00<br>10.48<br>221.84<br>1,006.78<br>455.42<br>5,508.00<br>765.00<br>250.00   | 423969<br>423985<br>424008<br>424042<br>424059<br>424083<br>424091<br>424158   | 828.00<br>10.48<br>221.84<br>1,006.78<br>455.42<br>5,508.00<br>765.00<br>250.00   |
| CRIME LABORATORY   |   |  | 9,024.56*   |
| GUARDIAN FORCE<br>COLLABORATIVE TESTING SERVICES<br>FISHER SCIENTIFIC<br>LABCONCO, INC.<br>RESTEK CORPORATION<br>HENRY SCHEIN, INC.<br>STAR GRAPHICS SHARP<br>LOWE'S HOME CENTERS, INC.<br>MIRELES TECHNOLOGIES, INC.<br>CERILLIANT<br>LIPOMED<br>EPPENDORF NORTH AMERICA INC<br>JULIE HANNON<br>EXCEL MEDICAL WASTE LLC | 80.00<br>1,220.00<br>467.56<br>2,564.68<br>1,108.49<br>289.56<br>24.96<br>227.93<br>772.00<br>568.25<br>239.00<br>573.77<br>600.00<br>39.90 | 423928<br>423950<br>423959<br>423976<br>423994<br>423998<br>424008<br>424049<br>424050<br>424053<br>424101<br>424110<br>424122<br>424146 | 80.00<br>1,220.00<br>467.56<br>2,564.68<br>1,108.49<br>289.56<br>24.96<br>227.93<br>772.00<br>568.25<br>239.00<br>573.77<br>600.00<br>39.90 |
| JAIL - NO. 2   |   |  | 8,776.10*   |
| BEAUMONT TRACTOR COMPANY<br>ECOLAB<br>W.W. GRAINGER, INC.  | 40.98<br>399.90<br>112.02   | 423940<br>423955<br>423961   | 40.98<br>399.90<br>112.02   |

NAME

AMOUNT

CHECK NO.

TOTAL

|                                     |           |        |            |
|-------------------------------------|-----------|--------|------------|
| M&D SUPPLY                          | 49.00     | 423977 |            |
| RALPH'S INDUSTRIAL ELECTRONICS      | 252.25    | 423996 |            |
| SANITARY SUPPLY, INC.               | 1,549.47  | 423997 |            |
| AT&T                                | 1,356.00  | 424004 |            |
| STAR GRAPHICS SHARP                 | 354.97    | 424008 |            |
| WORTH HYDROCHEM                     | 327.00    | 424025 |            |
| LOWE'S HOME CENTERS, INC.           | 76.16     | 424049 |            |
| TEXAS GAS SERVICE                   | 450.90    | 424057 |            |
| AIRGAS SOUTHWEST                    | 363.49    | 424087 |            |
| WORLD FUEL SERVICES                 | 869.28    | 424096 |            |
| FIVE STAR CORRECTIONAL SERVICE      | 33,468.82 | 424099 |            |
| SUMMIT ELECTRIC SUPPLY              | 9.40      | 424115 |            |
| MATERA PAPER COMPANY INC            | 4,820.34  | 424119 |            |
| THOMSON REUTERS-WEST                | 888.00    | 424120 |            |
| KROPP HOLDINGS INC                  | 443.70    | 424123 |            |
| BAYOU METALS SPECIALTY              | 850.00    | 424129 |            |
| WASTEWATER TRANSPORT SERVICES LLC   | 2,003.00  | 424132 |            |
| GALLS LLC                           | 742.20    | 424142 |            |
| INDUSTRIAL TRANSPORTATION WASTE LLC | 720.00    | 424159 |            |
| TEXAS PRISONER TRANSPORTATION SERVI | 676.50    | 424162 |            |
| GAMESBREAKER HELMETS                | 150.30    | 424165 |            |
|                                     |           |        | 50,973.68* |
| JUVENILE PROBATION DEPT.            |           |        |            |
| FED EX                              | 41.45     | 423958 |            |
| STAR GRAPHICS SHARP                 | 38.82     | 424008 |            |
| UNITED STATES POSTAL SERVICE        | 41.07     | 424042 |            |
| TRISHA R GARCIA                     | 112.86    | 424161 |            |
|                                     |           |        | 234.20*    |
| JUVENILE DETENTION HOME             |           |        |            |
| EPS                                 | 518.75    | 423954 |            |
| STAR GRAPHICS SHARP                 | 63.73     | 424008 |            |
| OAK FARM DAIRY                      | 511.34    | 424029 |            |
| FLOWERS FOODS                       | 67.90     | 424061 |            |
| BEN E KEITH FOODS                   | 2,517.94  | 424062 |            |
| CENTERPOINT ENERGY RESOURCES CORP   | 249.29    | 424067 |            |
| ATTABOY TERMITES & PEST CONTROL     | 80.00     | 424093 |            |
|                                     |           |        | 4,008.95*  |
| CONSTABLE PCT 1                     |           |        |            |
| CASH ADVANCE ACCOUNT                | 729.60    | 423973 |            |
| STAR GRAPHICS SHARP                 | 89.62     | 424008 |            |
| UNITED STATES POSTAL SERVICE        | 57.31     | 424042 |            |
|                                     |           |        | 876.53*    |
| CONSTABLE-PCT 4                     |           |        |            |
| AT&T                                | 38.27     | 424004 |            |
| STAR GRAPHICS SHARP                 | 19.41     | 424008 |            |
| US POSTAL SERVICE                   | 97.00     | 424047 |            |
|                                     |           |        | 154.68*    |
| CONSTABLE-PCT 6                     |           |        |            |
| STAR GRAPHICS SHARP                 | 19.41     | 424008 |            |
| UNITED STATES POSTAL SERVICE        | 11.00     | 424042 |            |
|                                     |           |        | 30.41*     |
| CONSTABLE PCT. 8                    |           |        |            |
| STAR GRAPHICS SHARP                 | 89.56     | 424008 |            |
|                                     |           |        | 89.56*     |
| AGRICULTURE EXTENSION SVC           |           |        |            |
| OFFICE DEPOT                        | 70.83     | 423985 |            |
| STAR GRAPHICS SHARP                 | 55.47     | 424008 |            |
| UNITED STATES POSTAL SERVICE        | 1.60      | 424042 |            |
|                                     |           |        | 127.90*    |
| HEALTH AND WELFARE NO. 1            |           |        |            |
| CALVARY MORTUARY                    | 1,500.00  | 423944 |            |
| ENTERGY                             | 33.25     | 423964 |            |
| THE MEDICAL LETTER                  | 64.50     | 423979 |            |
| PETTY CASH - N C WELFARE            | 118.83    | 423988 |            |
| STAR GRAPHICS SHARP                 | 103.29    | 424008 |            |

| NAME                                | AMOUNT    | CHECK NO. | TOTAL     |
|-------------------------------------|-----------|-----------|-----------|
| UNITED STATES POSTAL SERVICE        | 42.43     | 424042    |           |
| TINA CHAMPAGNE                      | 21.60     | 424088    |           |
| HEALTH AND WELFARE NO. 2            |           |           | 1,883.90* |
| CLAYBAR FUNERAL HOME, INC.          | 3,498.00  | 423948    |           |
| HERNANDEZ OFFICE SUPPLY, INC.       | 18.00     | 423966    |           |
| THE MEDICAL LETTER                  | 64.50     | 423979    |           |
| STAR GRAPHICS SHARP                 | 38.82     | 424008    |           |
| VICKIE MCINTYRE                     | 216.00    | 424027    |           |
| MCKESSON MEDICAL-SURGICAL INC       | 216.66    | 424035    |           |
| MELANCON'S FUNERAL HOME             | 1,500.00  | 424104    |           |
| CANDICE FORD                        | 225.72    | 424166    |           |
| NURSE PRACTITIONER                  |           |           | 5,777.70* |
| STAR GRAPHICS SHARP                 | 19.41     | 424008    |           |
| MCKESSON MEDICAL-SURGICAL INC       | 1,745.10  | 424035    |           |
| CHILD WELFARE UNIT                  |           |           | 1,764.51* |
| J.C. PENNEY'S                       | 4,153.85  | 424048    |           |
| ENVIRONMENTAL CONTROL               |           |           | 4,153.85* |
| AT&T                                | 53.20     | 424004    |           |
| STAR GRAPHICS SHARP                 | 89.62     | 424008    |           |
| INDIGENT MEDICAL SERVICES           |           |           | 142.82*   |
| DANA JOHNSON                        | 1,425.00  | 424136    |           |
| MAINTENANCE-BEAUMONT                |           |           | 1,425.00* |
| STAR GRAPHICS SHARP                 | 19.41     | 424008    |           |
| AT&T GLOBAL SERVICES                | 2,835.00  | 424058    |           |
| MAINTENANCE-PORT ARTHUR             |           |           | 2,854.41* |
| A&B OUTDOOR EQUIPMENT               | 513.39    | 423925    |           |
| ENTERGY                             | 297.50    | 423963    |           |
| OFFICE DEPOT                        | 120.21    | 423985    |           |
| STAR GRAPHICS SHARP                 | 38.82     | 424008    |           |
| TIME WARNER COMMUNICATIONS          | 300.57    | 424013    |           |
| TIME WARNER COMMUNICATIONS          | 71.40     | 424016    |           |
| SUPERIOR SUPPLY & STEEL             | 20.00     | 424037    |           |
| SOLAR                               | 53.81     | 424045    |           |
| LOWE'S HOME CENTERS, INC.           | 152.22    | 424049    |           |
| IMPACT PLUMBING COMPANY             | 220.83    | 424069    |           |
| PARKER LUMBER                       | 246.65    | 424100    |           |
| MAINTENANCE-MID COUNTY              |           |           | 2,035.40* |
| ACE IMAGEWEAR                       | 30.12     | 424000    |           |
| STAR GRAPHICS SHARP                 | 19.41     | 424008    |           |
| CENTERPOINT ENERGY RESOURCES CORP   | 75.89     | 424067    |           |
| ATTABOY TERMITE & PEST CONTROL      | 54.00     | 424093    |           |
| SERVICE CENTER                      |           |           | 179.42*   |
| SPIDLE & SPIDLE                     | 13,450.00 | 423931    |           |
| BAXTER OIL SERVICE, INC.            | 50.00     | 423939    |           |
| INTERSTATE BATTERIES OF BEAUMONT/PA | 99.95     | 423967    |           |
| J.K. CHEVROLET CO.                  | 50.70     | 423968    |           |
| KINSEL FORD, INC.                   | 302.13    | 423975    |           |
| THE MUFFLER SHOP                    | 100.00    | 423980    |           |
| MUNRO'S                             | 39.45     | 423981    |           |
| PHILPOTT MOTORS, INC.               | 325.55    | 423989    |           |
| SANITARY SUPPLY, INC.               | 344.78    | 423997    |           |
| STAR GRAPHICS SHARP                 | 19.41     | 424008    |           |
| JEFFERSON CTY. TAX OFFICE           | 7.50      | 424038    |           |
| BUMPER TO BUMPER                    | 214.89    | 424065    |           |
| BUMPER TO BUMPER                    | 1,029.59  | 424066    |           |

| NAME                               | AMOUNT    | CHECK NO. | TOTAL        |
|------------------------------------|-----------|-----------|--------------|
| AIRPORT GULF TOWING LLC            | 95.00     | 424073    |              |
| CARR'S UNLOCKING COMPANY           | 145.00    | 424141    |              |
| TEXAS DEPARTMENT OF MOTOR VEHICLES | 7.50      | 424148    |              |
| DENNIS LOWE                        | 397.49    | 424163    | 16,678.94*   |
| VETERANS SERVICE                   |           |           |              |
| STAR GRAPHICS SHARP                | 66.56     | 424008    |              |
| UNITED STATES POSTAL SERVICE       | 8.92      | 424042    |              |
| HILARY GUEST                       | 114.26    | 424054    | 189.74*      |
| MOSQUITO CONTROL FUND              |           |           | 183,711.27** |
| SUPERIOR TIRE & SERVICE            | 27.19     | 423933    |              |
| CERTIFIED LABORATORIES             | 173.28    | 423946    |              |
| MUNRO'S                            | 71.95     | 423981    |              |
| STAR GRAPHICS SHARP                | 19.41     | 424008    |              |
| CENTERPOINT ENERGY RESOURCES CORP  | 32.16     | 424067    | 323.99**     |
| BREATH ALCOHOL TESTING             |           |           |              |
| CASH ADVANCE ACCOUNT               | 778.12    | 423973    | 778.12**     |
| FAMILY GROUP CONFERENCING          |           |           |              |
| STAR GRAPHICS SHARP                | 19.41     | 424008    | 19.41**      |
| J.C. FAMILY TREATMENT              |           |           |              |
| PATRICIA VELASCO                   | 1,225.00  | 424154    | 1,225.00**   |
| LAW LIBRARY FUND                   |           |           |              |
| STAR GRAPHICS SHARP                | 19.41     | 424008    |              |
| O'CONNOR'S                         | 105.00    | 424155    | 124.41**     |
| EMPG GRANT                         |           |           |              |
| STAR GRAPHICS SHARP                | 41.44     | 424008    |              |
| ULINE SHIPPING SUPPLY SPECIALI     | 91.34     | 424020    | 132.78**     |
| JUVENILE PROB & DET. FUND          |           |           |              |
| ANITA F. PROVO                     | 300.00    | 423992    | 300.00**     |
| GRANT A STATE AID                  |           |           |              |
| YOUTH ADVOCATE PROGRAM             | 5,920.00  | 424084    |              |
| G4S YOUTH SERVICES LLC             | 10,075.00 | 424137    | 15,995.00**  |
| COMMUNITY SUPERVISION FND          |           |           |              |
| SOUTHERN COMPUTER WAREHOUSE        | 356.36    | 423934    |              |
| MARK M ASTERIS JR.                 | 164.16    | 423935    |              |
| JEFFERSON CTY. COMMUNITY SUP.      | 1,912.63  | 423970    |              |
| OFFICE DEPOT                       | 427.50    | 423985    |              |
| TIME WARNER COMMUNICATIONS         | 160.02    | 424012    |              |
| CDW COMPUTER CENTERS, INC.         | 193.03    | 424033    |              |
| ANGELA DUGAY                       | 162.00    | 424034    |              |
| UNITED STATES POSTAL SERVICE       | 126.36    | 424042    |              |
| SHI GOVERNMENT SOLUTIONS, INC.     | 1,312.80  | 424044    |              |
| STACY TULLIER                      | 131.76    | 424107    |              |
| SHALON GUIDRY                      | 68.96     | 424113    |              |
| KALEIGH ABSHIRE                    | 48.60     | 424144    |              |
| LIONEL BERRY                       | 63.18     | 424151    | 5,127.36**   |
| JEFF. CO. WOMEN'S CENTER           |           |           |              |
| AIR COMFORT, INC.                  | 595.00    | 423930    |              |
| BELL'S LAUNDRY                     | 1,335.02  | 423941    |              |
| KIM MCKINNEY, LPC, LMFT            | 150.00    | 423978    |              |
| AT&T                               | 133.82    | 424004    |              |

NAME

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|                                    |            |        |              |
|------------------------------------|------------|--------|--------------|
| STAR GRAPHICS SHARP                | 38.82      | 424008 |              |
| SYSCO FOOD SERVICES, INC.          | 963.76     | 424010 |              |
| BEN E KEITH FOODS                  | 827.16     | 424062 |              |
| A-1 MAIDA FENCE COMPANY            | 2,500.00   | 424140 | 6,543.58**   |
| MENTALLY IMPAIRED OFFEND.          |            |        |              |
| TRAZARRA STELLY                    | 82.08      | 424086 | 82.08**      |
| COMMUNITY CORRECTIONS PRG          |            |        |              |
| SOUTHERN COMPUTER WAREHOUSE        | 267.27     | 423934 |              |
| M&D SUPPLY                         | 49.99      | 423977 |              |
| STAR GRAPHICS SHARP                | 24.96      | 424008 |              |
| SHI GOVERNMENT SOLUTIONS, INC.     | 984.60     | 424044 | 1,226.84**   |
| DRUG DIVERSION PROGRAM             |            |        |              |
| STAR GRAPHICS SHARP                | 22.19      | 424008 | 22.19**      |
| LAW OFFICER TRAINING GRT           |            |        |              |
| GALLS LLC                          | 294.97     | 424142 | 294.97**     |
| COUNTY CLERK - RECORD MGT          |            |        |              |
| AT&T                               | 84.66      | 424004 | 84.66**      |
| DRUG INTERVENTION COURT            |            |        |              |
| SOUTHEAST TEXAS COUNCIL ON ALCOHOL | 3,840.00   | 423972 |              |
| REDWOOD TOXICOLOGY LABORATORY      | 121.25     | 424079 | 3,961.25**   |
| HOTEL OCCUPANCY TAX FUND           |            |        |              |
| STAR GRAPHICS SHARP                | 145.39     | 424008 |              |
| TIME WARNER COMMUNICATIONS         | 110.53     | 424014 |              |
| DISH NETWORK                       | 110.53     | 424078 | 366.45**     |
| DISTRICT CLK RECORDS MGMT          |            |        |              |
| STAR GRAPHICS SHARP                | 38.82      | 424008 | 38.82**      |
| 1957 ROAD BOND FUND                |            |        |              |
| TIM RICHARDSON                     | 10,500.00  | 424126 | 10,500.00**  |
| CAPITAL PROJECTS FUND              |            |        |              |
| CONSTRUCTION ZONE OF TEXAS LLC     | 144,233.00 | 424130 | 144,233.00** |
| AIRPORT FUND                       |            |        |              |
| A&B OUTDOOR EQUIPMENT              | 29.94      | 423925 |              |
| HILO / O'REILLY AUTO PARTS         | 141.77     | 423926 |              |
| EASTEX RUBBER & GASKET             | 17.98      | 423956 |              |
| OFFICE DEPOT                       | 419.45     | 423985 |              |
| RALPH'S INDUSTRIAL ELECTRONICS     | 489.00     | 423996 |              |
| STAR GRAPHICS SHARP                | 38.82      | 424008 |              |
| WHITE TUCKER COMPANY INC           | 603.28     | 424024 |              |
| UNITED STATES POSTAL SERVICE       | .80        | 424042 |              |
| LOWE'S HOME CENTERS, INC.          | 22.72      | 424049 |              |
| CENTERPOINT ENERGY RESOURCES CORP  | 162.21     | 424067 |              |
| RUTTY & MORRIS LLC                 | 95.00      | 424081 |              |
| HLAVINKA EQUIPMENT COMPANY         | 14.75      | 424082 |              |
| PAX SUPPLY                         | 70.37      | 424085 |              |
| UNIFIRST HOLDINGS INC              | 117.95     | 424094 |              |
| CRAWFORD ELECTRIC SUPPLY COMPANY   | 79.97      | 424114 |              |
| EASTERN AVIATION FUELS INC         | 34,550.21  | 424134 |              |
| SURVIVAL AIR SYSTEMS               | 144.63     | 424139 | 36,998.85**  |
| AIRPORT IMPROVE. GRANTS            |            |        |              |

NAME

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CHECK NO.

TOTAL

|                                    |              |        |                  |
|------------------------------------|--------------|--------|------------------|
| ALLCO, INC.                        | 1,130,205.26 | 424039 |                  |
| TOLUNAY-WONG ENGINEERS INC         | 5,784.75     | 424102 | 1,135,990.01**   |
| SE TX EMP. BENEFIT POOL            |              |        |                  |
| GROUP ADMINISTRATIVE CONCEPTS INC  | 112,325.10   | 424103 | 112,325.10**     |
| SETEC FUND                         |              |        |                  |
| INDUSTRIAL & COMMERCIAL MECHANICAL | 1,652.00     | 424109 | 1,652.00**       |
| LIABILITY CLAIMS ACCOUNT           |              |        |                  |
| CALVERT EAVES CLARKE & STELLY LLP  | 8,768.76     | 424150 | 8,768.76**       |
| WORKER'S COMPENSATION FD           |              |        |                  |
| TRISTAR RISK MANAGEMENT            | 9,611.37     | 424068 | 9,611.37**       |
| SHERIFF'S FORFEITURE FUND          |              |        |                  |
| SATCOM DIRECT COMMUNICATIONS INC   | 1,135.00     | 424091 |                  |
| GPSIT                              | 849.00       | 424095 |                  |
| SILSSEE FORD INC                   | 1,508.50     | 424128 | 3,492.50**       |
| MARINE DIVISION                    |              |        |                  |
| GT DISTRIBUTORS, INC.              | 963.64       | 423960 |                  |
| RITTER @ HOME                      | 462.69       | 423995 |                  |
| SETZER HARDWARE, INC.              | 296.19       | 423999 |                  |
| INDUSTRIAL & COMMERCIAL MECHANICAL | 432.75       | 424109 |                  |
|                                    |              |        | 2,155.27**       |
|                                    |              |        | 1,798,243.54**** |

## Theresa Goodness

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

Good Afternoon Theresa,

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

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

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

Julian:

Good Morning.

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

Thank you for your kind assistance.

Sincerely,

Theresa Goodness, CRM, CDIA+  
Chief Deputy

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

## Theresa Goodness

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

Good Morning. Bruce Drury

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

Cade:

Good Morning.

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

Thank you for your kind assistance.

Sincerely,

Theresa Goodness, CRM, CDIA+  
Chief Deputy

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



JOINT ELECTION AGREEMENT  
AND  
ELECTION SERVICES CONTRACT  
BETWEEN  
JEFFERSON COUNTY  
AND  
THE SABINE PASS PORT AUTHORITY, TEXAS

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

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

**THIS CONTRACT** is made this 22nd day of August, 2016, by and between the Political Subdivision of the Sabine Pass Port Authority, Texas, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Elections Officer, Carolyn Guidry hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a November 8, 2016, Joint Election with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

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

- (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax –Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.
- (e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for the Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.
- (g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment. Contracting Officer shall also publish a joint election notice one time in English and Spanish in Jefferson County newspaper(s).
- (h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the fore-mention for their services and time in accordance with their rate of pay policy.
- (m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.
- (n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

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

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

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

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

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

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

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

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

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

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

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

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

responsible for filing any precinct reports required by the Secretary of State.

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

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

## **5. GENERAL CONDITIONS.**

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

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

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

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

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

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

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

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

necessary after such occurrence to remedy the effects thereof.

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

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

## **6 DISPUTE RESOLUTION PROCEDURE**

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

## **7 ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between the Sabine Pass Port Authority and Jefferson County. This Agreement may be amended only in writing and signed by the parties.

## **8 NOTICES**

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

### **SABINE PASS PORT AUTHORITY, TEXAS**

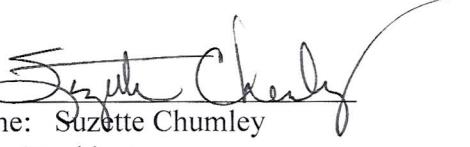
Suzette Chumley, President of the Board  
 Sabine Pass Port Authority  
 P.O. Box 318  
 Sabine Pass, TX. 77655

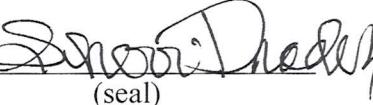
### **JEFFERSON COUNTY:**

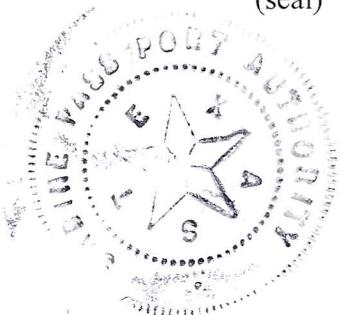
Carolyn L. Guidry, County Clerk  
 P. O. Box 1151  
 Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 9<sup>th</sup> of August 2016.

Sabine Pass Port Authority, Texas

By:   
 Name: Suzette Chumley  
 Title: President  
 Board of Commissioners  
 Sabine Pass Port Authority

Attest:   
 (seal)



IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 22<sup>nd</sup> of August 2016.

Jefferson County, Texas

By:   
 Name: Carolyn L. Guidry  
 Title: County Clerk

Attest:   
 (seal)



IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 22<sup>nd</sup> day of AUGUST, 2016.

Jefferson County, Texas

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

Name: Jeff Branick

Title: County Judge

Attest:



Name: Carolyn L. Guidry

Title: County Clerk

(seal)





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

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

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votación Adelantada):

**Beaumont Courthouse-Main location**

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

**Port Arthur Sub-Courthouse**

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

**Rogers Park Recreation Center**

**6540 Gladys, Beaumont, Texas**

**Port Arthur Public Library**

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

**Theodore Johns Library**

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

**John Paul Davis Community Center**

**3580 E Lucas, Beaumont, Texas**

**Marion & Ed Hughes Public Library**

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

**Groves Recreation Center**

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

**Effie & Wilton Hebert Library**

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

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

(Fechas y Horas para todas las localizaciones):

October 24 - 28

Monday - Friday

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

(Octubre 24 - 28)

(Lunes - Viernes)

October 29

Saturday

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

(Octubre 29)

(Sábado)

October 30

Sunday

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

(Octubre 30)

(Domingo)

October 31 – November 4

Monday – Friday

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

(Octubre 31- Noviembre 4)

(Lunes – Viernes)

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

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

**19217 FM 365, Beaumont, Texas**

(Judge Chesson's Courtroom)

**Precinct One Service Center**

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

October 29

Saturday

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

(Octubre 29)

(Sábado)

October 30

Sunday

**closed Sunday**

(Octubre 30)

(Domingo)

October 31 – November 4

Monday – Friday

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

(Octubre 31- Noviembre 4)

(Lunes – Viernes)

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

## **EXHIBIT C**

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

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

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

### **AUGUST 1, 2016**

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

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

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

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

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

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

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

- Deadline to send **order of candidates on ballot**. We prefer to receive it sooner if it is available.
- Last day to **cancel election** and incur **no fees** under the Election Services Agreement.
- Deadline to receive executed **Election Services Agreement** and **Joint Election Agreement** by mail, delivery, or email [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us).
- Deadline to receive **copy of Order of Election**

Mail: P. O. Box 1150, Beaumont, TX 77704-1151

Deliver: 1085 Pearl, Beaumont, Texas 77701

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

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

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

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

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

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

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

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

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

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

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

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

Early Voting Period

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

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

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

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

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

**Election Day**

**NOVEMBER 14, 2016**

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

**Canvass Dates**

**TBD**

**AGENDA ITEM****August 22, 2016**

Consider, possibly approve and authorize the County Judge to execute the detour plan and letter of concurrence for the closure of Brush Island Road to enable the Texas Department of Transportation to replace the bridge at Brush Island Road.



**CSJ:** 0739-01-039, etc.  
**Project:** NH 1602(470)  
**Highway:** IH 10 (at Brush Island Rd)  
**County:** Chambers Co., etc.

The Honorable Jeff Branick,  
Jefferson County Judge,

A freeway widening project is being planned for IH 10 from SH 73 in Chambers Co. to east of Brush Island Rd. in Jefferson Co. This proposed construction will replace the bridge structure at Brush Island Rd.

In order to construct the project, it is necessary to close Brush Island Rd. at IH 10. Closing the road and detouring traffic is the safest and most economical traffic control method for the proposed bridge replacement work. The project is currently scheduled to solicit bidders in September 2016. If the bids are awarded at that time, the public can expect to see construction activity beginning in November 2016. The total project is projected to take **32** months to complete with the Brush Island Closure for approximately 6 months. The detour route is approximately **5.8** miles in length, see the detour attachment.

Please sign the attached document concerning the proposed road closure and email it back to us at your earliest convenience.

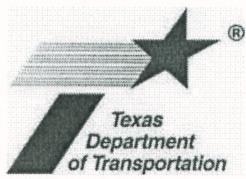
If you have any questions or concerns please contact me as provided below.

Grady Simmons  
Texas Dept. of Transportation  
8350 Eastex Freeway  
Beaumont, Texas 77708  
Phone 409-898-5824  
[Grady.O.Simmons@txdot.gov](mailto:Grady.O.Simmons@txdot.gov)

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

*An Equal Opportunity Employer*



**Project:** NH 1602(470)

**Road:** IH 10

**Location:** at Brush Island Rd.

**Control:** 0739-01-039, etc.

**County:** Chambers, etc.

Concerning the proposed road closure on this project, please indicate your response by selecting one of the following:

I concur with the Texas Department of Transportation proposal to close this road. Our operations can be altered for the duration of the project to accommodate this course.

I do not concur with the Texas Department of Transportation proposal to close this road.

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

Jeff Branick  
Jefferson County Judge

**OUR GOALS**

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

*An Equal Opportunity Employer*



**AGENDA ITEM****August 22, 2016**

Receive and file executed property Tax Abatement Agreement between Jefferson County, Texas and Phillips 66 Company.

**ORIGINAL****AGENDA ITEM****August 15, 2016**

Consider, possibly approve and execute a property Tax Agreement between Jefferson County, Texas and Phillips 66 Company pursuant to Section 312.401, Texas Tax Code.



STATE OF TEXAS  
COUNTY OF JEFFERSON

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

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Phillips 66 Company. (hereinafter sometimes referred to as “Phillips 66” OR “OWNER”).

## 1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Project Weldon Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated August 8th, 2016 (hereinafter referred to as the "REINVESTMENT ZONE")

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a four (4) 350,000 barrel capacity tanks and two (2) booster pumps at their facility and related improvements (hereinafter referred to as the "PROJECT"); and

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

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the Phillips Crude II Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of Phillips 66 Company.

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

## **2. AUTHORIZATION**

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE PHILLIPS CRUDE II REINVESTMENT ZONE.**

## **3. DEFINITIONS**

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

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

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

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

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

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

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

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

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

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 10% of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2017 which is expected to result from the Exempt Property Excess. It is understood and agreed that Phillips 66 Company will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

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

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

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

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

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2017 and shall terminate on December 31, 2021, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2016, this AGREEMENT shall be null and void.

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

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

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2018, maintain a level of not less than 3 new full-time jobs, using headcount as of January 1, 2018 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 3 full-time jobs for total on site employment by owner during said term.. In the event that such employment falls below 3 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s  
 A2 = revised Abatement \$s  
 E1 = 3 full-time jobs  
 E2 = revised employee count  
 A2 = A1 x (E2/E1)

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$85,000,000;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - (i) Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
  - (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to

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

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

hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

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

## 6. VALUE OF ABATEMENT

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

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

## 7. QUARTERLY MONITORING MEETINGS

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

OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

## **8. TAXABILITY**

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

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

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

**Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2016, ( year abatement executed) as set forth on attached Exhibit "B", and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.**

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

## **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed ten percent (10%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds ten percent (10%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

## **11. EVENT OF DEFAULT**

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

## **12. ASSIGNMENT**

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

### 13. ENTIRE AGREEMENT

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

### 14. SUCCESSORS AND ASSIGNS

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

### 15. NOTICE

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

PHILLIPS 66 COMPANY

By: B.G. Adair

Title: Director, Property, Tax Planning, and Valuation

Addresss:

On Behalf of Phillips 66 Company  
Attorney in Fact

P.O. Box 5600

Bartlesville, OK 74005

COUNTY: Hon. Jeff R. Branick, County Judge

Jefferson County Texas

P.O. Box 4025

Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

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

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

## **16. MERGER**

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

## **17. INTERPRETATION**

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

## **18. APPLICABLE LAW AND VENUE**

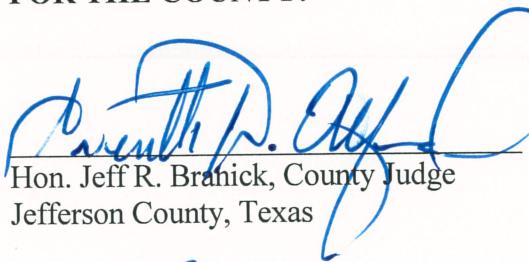
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

#### 19. SEVERABILITY

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

Executed in duplicate this the 15<sup>th</sup> day of August, 2016.

#### FOR THE COUNTY:

 PRO-TEM  
Hon. Jeff R. Brahick, County Judge  
Jefferson County, Texas

By: BS Adair

Director, Property Tax Planning and Valuation  
Title: On Behalf of Phillips 66 Company  
Company Attorney in Fact

#### EXHIBIT A "Description of Project"

The proposed project is a facility to CONSTRUCT A NEW four (4) 350,000 barrel capacity tanks, two (2) booster pumps and related improvements \_\_\_\_\_. The ability to construct this plant will enable Phillips 66 Company to increase its productivity and marketing ability.

The facility would be constructed on approximately 13.444 acres of land (the defined boundary of the proposed Reinvestment Zone).

Any additional description you desire:

Significant components of the facility would include:

- **Four (4) 350,000 barrel working capacity tanks and associated infrastructure**
- **Two (2) booster pumps for tank-to-tank transfer**
- **Receipt and delivery rates of 42 Thousand Barrels Per Hour (MBPH) and 20 MBPH**

**“Tax Abatement Schedule”**

| <b>Tax Year</b> | <b>Abatement Percentage</b> |
|-----------------|-----------------------------|
| 1. 2017         | 60 %                        |
| 2. 2018         | 60 %                        |
| 3. 2019         | 50 %                        |
| 4. 2020         | 40 %                        |

**EXHIBIT B “Base Year Property”**

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

**EXHIBIT C – “Reinvestment Zone”**

”

**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

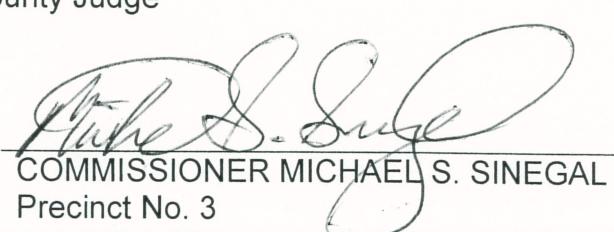
Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

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

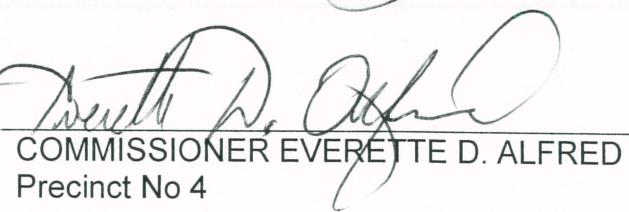
ABSENT

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;

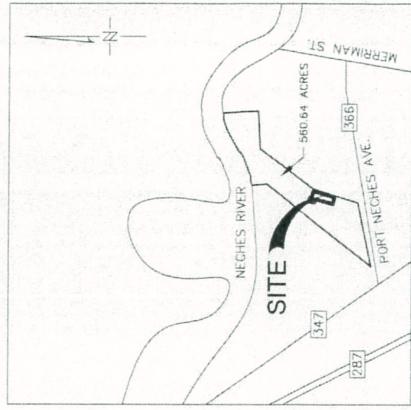
THENCE North 72 deg. 13 min. 23 sec. West, over and across said 560.64-acre tract and with a southwest line of said tract herein described, a distance of 328.26 feet to a point for the southwest corner of said tract herein described;

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;

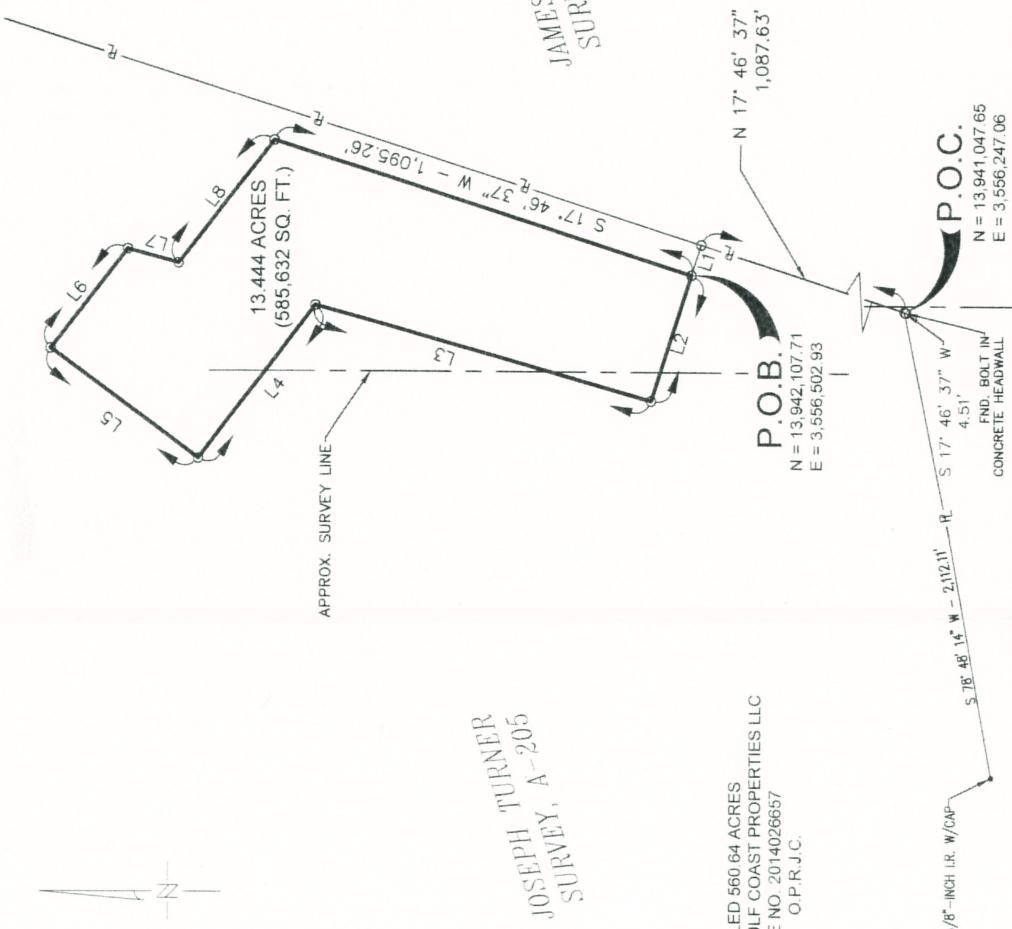
THENCE North 52 deg. 24 min. 38 sec. West, over and across said 560.64-acre tract and with a southwest line of said tract herein described, a distance of 478.77 feet to a point for the west corner of said tract herein described;

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;



JAMES Mc DANIEL  
SURVEY, A-169



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 |

PHILLIPS 56 GULF COAST PROPERTIES LLC  
FILE NO. 2014026657  
O.P.R.J.C.

N 17° 46' 37" E  
1,087.63'

TEXAS STATE PLANE COORDINATE  
SYSTEM, SOUTH CENTRAL ZONE  
No. 4204 (NAD 83) (2011 Adj.)

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



© Copyright 2016 Weisser Engineering Company, Inc.

|                  |    |                            |      |                |           |
|------------------|----|----------------------------|------|----------------|-----------|
| DRAWN BY:        | MC | CALCD. BY:                 | C.H. | SCALE:         | 1" = 300' |
| F.B. NO.:        |    | CHEKED BY:                 | M.B. | SHEET 01 OF 01 |           |
| CREW CHIEF:      |    | JOB No.: P0588<br>(39-588) |      |                |           |
| DATE: 06/21/2016 |    |                            |      |                |           |

N 17° 46' 37" E  
1,087.63'



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

## Minority Business Directory

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

### **Accountants/ Certified Public**

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

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

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

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

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

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

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

#### **Advertising & Public Relations**

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

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

#### **Agricultural**

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

#### **Air Conditioning Repair**

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

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

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

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

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

**Barbecue/ Caterers**

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

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

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

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

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

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

**Carpet/ Flooring**

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

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

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

**Computer Service & Repair**

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

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

**Consultant**

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

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

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

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

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

\*Bruce's General Construction, Inc.  
1175 Reynolds Rd  
Beaumont, TX 77707  
Tel: 409-866-6245

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

\*Christene Sonnier  
Coastal Industrial Services, Inc.  
P.O. Box 158  
Port Neches, TX 77651  
Tel: 409-736-3797  
Cell: 409-728-5072

205 West Hwy 365, Ste. A  
Port Arthur, TX 77640  
Fax: 409-736-2270  
Email: [www.coastaltxs@aol.com](mailto:www.coastaltxs@aol.com)

Cornelius Harris  
Alamo Contractors

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

Donald Ray Wise

Wise Barricades  
Tel: 409-835-5113

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

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EnviroTech Services LLC  
Southeast Texas Division  
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Port Arthur, TX 77642  
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Toll Free: 800-286-3695  
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4002 Caroline Street  
Houston, TX 77004  
Tel: 713-551-6671

Ernestine Wade  
Gulf Coast Industrial Contractors, Inc.  
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Joe Wheaton  
Joe Wheaton Construction Co.

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

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Tel: 409-842-4844

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KT Maintenance  
Tel: 409-982-9952  
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Faith Construction  
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Beaumont, TX 77701  
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Ories Holmes Construction  
Tel: 409-842-3943

Paul Buxie  
Buxie Builders  
Tel: 409-833-2028

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

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

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RAM Contracting Services  
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Email: [ray@rammep.com](mailto:ray@rammep.com)

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

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

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

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

### **Commodities**

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

### **Copy Services**

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

**Council**

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

**Electrical/ Mechanical Contractors**

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

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

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

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

### **Employment Services**

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

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

### **Energy**

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

### **Engineers**

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4099 Calder Avenue  
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Fax: 409-898-3420  
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**Environmental**

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Website: cpilaboratory.com

**Florists- Retail**

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

**Home Repair & Maintenance**

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

**Industrial Consultant**

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

Glenn J. Walters  
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### **Insurance**

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1120 Woodworth Blvd.  
Port Arthur, TX 77640  
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Byron Lewis  
LRC Insurance, Inc.  
190 S. Dowlen Road  
Beaumont, TX 77707  
Tel: 409-866-7073  
Cell: 409-466-3664  
Email: [lrcinsurance@yahoo.com](mailto:lrcinsurance@yahoo.com)

Charles E. Taylor  
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3355 Washington Blvd.  
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Home: 409-866-8412  
Email: [mrcharlestaylor@cs.com](mailto:mrcharlestaylor@cs.com)

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

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

Cell: 409-289-0945

Mark A. Williams  
Protectors Insurance & Financial Services  
2600 South Loop West, Suite 520  
Houston, TX 77054  
Tel: 832-347-6080  
Fax: 713-660-9977  
Email: [mwilliams@protectorinsurance.com](mailto:mwilliams@protectorinsurance.com)

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

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

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

### **Investment**

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

### **Lawn Care**

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

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

### **Logistic**

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

### **Maintenance**

Kenny L. Tims, Sr.- President  
KT Maintenance Company, Inc.  
800 Proctor Street  
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Email: [kenny.tims@ktmaintenance.com](mailto:kenny.tims@ktmaintenance.com)

### **Misc.**

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

Delois Roy  
Art World  
Tel: 409-892-7638

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

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

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

### **Office Supply**

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

### **Pest Control**

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

### **Petroleum Testing/Marine Barge/Ship Inspection**

\* Tiffany Liepke, President  
Chemical and Petrochemical Inspections L.P.  
5300 39th Street – P.O. Box 387  
Groves, TX 77619  
409-962-1318  
Mobile: 409-460-0484  
Email: [liepke@cpilaboratory.com](mailto:liepke@cpilaboratory.com)  
Website: cpilaboratory.com

### **Photography**

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2705 S. Fourth St  
Beaumont, TX 77705

Tel: 409-794-5376  
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Email: [haynes.haynes@sbcglobal.net](mailto:haynes.haynes@sbcglobal.net)

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

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

### **Plumbing**

A.J.  
Martha's Sewage and Drainage Service  
2370 Columbia Street  
Beaumont, TX 77701  
Tel: 409-833-2796

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

### **News/ Media/ Publications**

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

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

Jesse Samuels, Sr.  
Cumulus

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

Jessie Haynes  
NAC Publishing- 10 Stupid Things  
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Beaumont, TX 77720  
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Mr. A. B. Bernard  
BGI Enterprise  
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Tracie Payne  
CUSH Magazine  
P.O. Box 22197  
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### **Purchasing/ Procurement**

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WGN Procurement  
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Fax: 409-898-4090  
Email: [grannysboy4@yahoo.com](mailto:grannysboy4@yahoo.com)

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Fax: 409-842-9770  
Cell: 409-338-1365  
Email: [kyles@aol.com](mailto:kyles@aol.com)

### **Restaurants**

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

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

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

### **Roofing**

John & Lawrence  
Norman & Norman Roofing  
Beaumont, TX

John Tel: 409-454-8586  
Lawrence Tel: 409-838-4266

### **Sanitary Supply**

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

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

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

### **Trophies**

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

### **Trucking/Heavy Hauling**

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J&J Trucking  
Tel: 409-833-3026

Erwin Charles  
Charles Trucking  
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Delisa Bean  
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Beaumont, TX 77702  
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Frank Patillo  
Frank Patillo Trucking  
Tel: 409-833-0804

Gerald Castille  
G&S Trucking & Mowing  
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Chris Gobert  
Gobert Trucking Company  
Tel: 409-838-5079

Jerry P. Bernard  
Bernard's Trucking  
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Joseph Charles  
J&P Trucking  
Tel: 409-835-3119

Mrs. Shelia M. Mire  
W&S Mire Trucking

Roland Eaglin  
Roland Eaglin Trucking  
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**Wrecker Services**  
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Chuck's Wrecker Service  
2945 Blanchette Service  
Beaumont, TX 77701  
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Fax: 409-833-8348

Tommy Guillory  
Guillory's Wrecker Services  
4020 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-5106  
Bernard Simon

Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722

**Exhibit "E"****Jefferson County Abatement Policy**

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

**Memorandum of Understanding between  
Texas A&M AgriLife Extension Service and Jefferson County  
Pertaining to Information Technology Services**

This MOU is between Texas A&M AgriLife Extension Service (“Extension”) and Jefferson County (“County”) and is intended to clarify the parties’ responsibilities for information technology service and support (collectively “IT Services”) at the Jefferson County AgriLife Extension Office (“County Extension Office”).

Extension provides quality, relevant outreach and continuing educational programs and services to the people residing in County and educates County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development.

County desires that Extension maintains a County Extension Office to conduct beneficial outreach and education for its residents; therefore, the County provides space for the County Extension Office within County provided premises.

The parties agree as set forth below with regard to IT Services at the County Extension Office:

**I. TERM**

The term of this MOU is two years beginning on September 1, 2016 and ending on August 31, 2018. The term of this MOU may be extended by written agreement of the parties. This MOU may be terminated by either party without cause, upon fifteen (15) days’ prior written notice to the other party.

**II. OBJECTIVE**

The purpose of this MOU is to document the parties’ understanding and responsibilities with regard to IT Services at the County Extension Office.

**III. PARTIES’ AGREEMENTS**

**A. FACILITY**

The County will ensure facilities provided to and occupied by the County Extension Office are equipped with data communications wiring that adhere to County’s information technology standards.

**B. ACCESS**

**1. Logical – Network and Internet Access**

County provides the County Extension Office with full Internet access. This access includes electronic mail service (“email”) to the Extension provided email. In addition, agents and staff in the County Extension Office may also have County email service if needed. Extension understands that Internet access is in accordance with County operations standards.

## 2. Cost associated with Internet service

County provides Internet service at no additional cost to Extension.

## 3. Physical (communications closets or server facility)

*Texas Administrative Code* (Chapter 202 B 202.26) requires communications closets and equipment be physically secure. In situations where Extension owns or supplies network components, County will ensure Extension has access to allow for trouble shooting and restarting network equipment. County can require an access log be maintained to monitor Extension access.

# C. COMPUTER HARDWARE (includes printers, scanners, projectors)

## 1. Initial Purchase and Configuration:

The County Extension Office can obtain computers through three channels. These include: Extension, County, or third party purchase as clarified below.

Extension can provide computer systems through a standardized “Cost Share” program. This voluntary program includes initial setup and delivery of newly purchased systems. County is granted permission to configure the systems for access to County applications and standards, provided such access does not inhibit productivity.

County can provide computer systems to the County Extension Office including initial setup and delivery. In this instance, computers must include configurations and standard software listed below under “Extension Standard Software Requirements.”

If a third party provides a computer, or a personal computer is used on the office network, it is expected these computers will meet both Extension and County security configuration standards.

## 2. Special Configuration Items

Administrative level accounts will be maintained on all computer systems to allow either County or Extension to troubleshoot problems.

## 3. General Hardware Support:

Extension will facilitate trouble-shooting computer hardware and peripheral devices and take corrective actions in accordance with operation standards. Extension will contact County IT when needed to ensure IT operation standards are met. Extension will install software applications for remote support. AgriLife County Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

### Expected Minimum Workstation management

- i. Microsoft Windows and Office patches maintained as current.
- ii. Adobe Acrobat patches maintained as current.
- iii. Chrome, Firefox, Flash and Java maintained as current when present.
- iv. Anti-Virus / Anti-Malware application installed, active and maintained as current.

4. Registration of computer workstations:

Where AgriLife IT is the primary support provider all computer systems in the AgriLife County Office will be registered for support. This registration includes collecting basic inventory information and installing software applications necessary for remote support on all computers in the office.

5. Warranty and Maintenance Costs:

Computer systems provided by Extension are provided with an extended parts and service warranty (normally 3 years) through state vendor purchasing contracts. These computer systems will be maintained by AgriLife IT for warranties, parts, and cost and third-party maintenance if used per normal operation standards.

Computer systems provided by County will be maintained by County for warranties, parts, and cost and third-party maintenance if used per normal County operation standards.

Computers purchased by a third party or personal computers are neither Extension or County responsibility with regard to warranty, parts, costs or maintenance.

6. Ownership:

Computer systems provided by Extension are the property of Extension. These systems will remain in the County Extension Office for its useful life or until determined obsolete. At that time, the County has the following three options:

- i. Return equipment to the property office of Extension for appropriate disposal.
- ii. Arrange with Extension for transfer of equipment to County.
- iii. Equipment may be donated to local charitable organizations in coordination with the Extension property office.

Computers provided by County are property of County and ownership will be maintained according to County operational standards.

Computers provided by a third party or a personal computer, unless formally transferred to Extension or County, will remain with that party's ownership.

D. COMPUTER SOFTWARE

Extension will facilitate trouble-shooting of computer software. Issues outside of Extension scope of expertise will be referred to County IT. County Extension Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

E. ANTI-VIRUS AND SECURITY INCIDENCE REPORTING

*Texas Administrative Code* (Chapter 202 B 202.26) requires state agencies to report significant security incidences through the State Department of Information Resources (DIR).

Extension provides centrally managed and monitored Anti-Virus and Anti-Malware protection. All monitoring and incidence logging is centrally managed and state required reporting is maintained by the AgriLife Information Security Officer. County has no responsibility.

#### **IV. FINANCIAL PROVISIONS**

There will be no exchange of funds or other resources among the parties that effectively alter the set contribution of each party in the context of this MOU. Specifically, each party will be responsible for its own costs in connection with all matters relating to any work and collaborations performed under this MOU. Except as may be provided for in Section III.B. above, or in a separate written agreement between the parties, or an amendment to this MOU, there will be no exchange of funds or other resources among the parties. The parties agree that nothing in this MOU shall compel or be interpreted so as to compel any of the parties to provide more resources than those available, without a written amendment to this MOU.

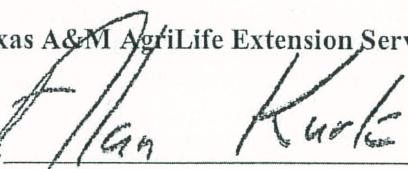
#### **V. MISCELLANEOUS**

This MOU will not be construed to create any partnership, joint venture or other similar relationship between the parties, nor shall either party enter into obligations or commitments on behalf of the other party.

The construction, validity, performance, and effect of this MOU will be governed by the laws of the State of Texas.

This MOU may be executed in any number of counterparts, including facsimile or scanned/mailed PDF documents. Each such counterpart, facsimile, or scanned/mailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed MOU.

Texas A&M AgriLife Extension Service

By: 

Printed Name: Alan Kurk

Title: AgriLife IT Director

Date: AUG 09 2016

COUNTY Jefferson

By: 

Printed Name:

Title:

Date: \_\_\_\_\_

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**Texas A&M AgriLife Extension Service**

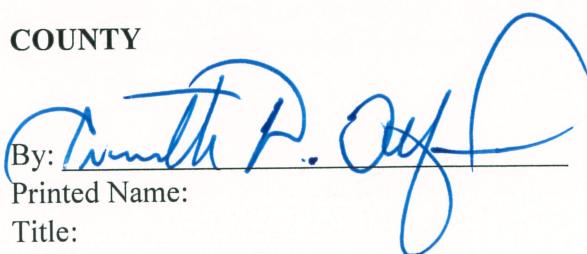
By: \_\_\_\_\_

Printed Name: Alan Kurk

Title: AgriLife IT Director

Date: \_\_\_\_\_

**COUNTY**

By: 

Printed Name:

Title:

Date: 08/15/2016



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
LAW ENFORCEMENT

CHIEF GEORGE MILLER  
CORRECTIONS

CHIEF MARK DUBOIS  
SERVICES

CHIEF RON HOBBS  
NARCOTICS

To: Honorable Judge Jeff R. Branick  
Commissioner - Eddie Arnold  
Commissioner - Brent Weaver  
Commissioner - Michael S. Sinegal  
Commissioner - Everette D. Alfred

From: John Shauberger, Major of Law Enforcement

Subject: Auto Theft Task Force Grant  
Agenda item for Monday - August 22, 2016

Date: August 15, 2016

Consider and possible approve renewal of the Auto Theft Task Force Grant Application for FY 2017. This is a continuation of a joint application with Law Enforcement Agencies from Beaumont, Jefferson County, Port Arthur, Orange County, Hardin County, and Jasper County.

If participation is approved, please authorize the County Judge to execute the attached Interlocal Agreement and Contract for the operation of the Southeast Texas Auto Theft Task Force.

Sincerely,

John Shauberger, Major of Law Enforcement  
Jefferson County, Texas

## INTERLOCAL CONTRACT

## SOUTHEAST TEXAS AUTO THEFT TASK FORCE

STATE OF TEXAS §  
COUNTY OF JEFFERSON §

This Interlocal Contract, ("Contract") is entered into between the City of Beaumont, a municipal corporation situated in Jefferson County, Texas, ("Beaumont"), the City of Port Arthur, a municipal corporation situated in Jefferson County, Texas ("Port Arthur"), Jefferson County, a political subdivision of the State of Texas ("Jefferson County"), Hardin County, a political subdivision of the State of Texas ("Hardin County"), Jasper County, a political subdivision of the State of Texas ("Jasper County"), and Orange County, a political subdivision of the State of Texas ("Orange County") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. Sec. 791.001 - 791.027 (Vernon 1997).

WITNESSETH

**Whereas, Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County, and Orange County**, collectively herein after referred to as "Parties", seek to contract or agree with each other to perform certain governmental functions and services in a joint cooperative agency which is known as the Southeast Texas Auto Theft Task Force ("Task Force"); and

**Whereas**, the **Parties** are each independently authorized, pursuant to Tex. Gov't. Code Ann. Sec. 791.001 to enter into a joint contract to provide a governmental function or service which each party to the Contract is authorized to perform individually; and

**Whereas**, the **Parties** wish to file a joint application for grant funding (FY2017) with the Automobile Burglary and Theft Prevention Authority of the State of Texas ("Authority") in the amount of \$528,714.00; and

**Whereas**, the **Parties** believe it to be in the best interest of the **Parties** to continue the operation of the **Task Force** based upon positive results of prior operations of the **Task Force** which include, but are not limited to, demonstrated decreases in the number of reported auto thefts; and

**Whereas**, there are approximately 403,073 registered motor vehicles in Jefferson, Hardin, Jasper, and Orange Counties combined; and

**Whereas**, since the inception of the **Task Force** in 1993 officers in the **Task Force** have made approximately 2,339 arrests, filed approximately 4,345 auto related criminal cases with prosecuting authorities, recovered more than 5,033 vehicles valued at an estimated \$48,479,121 along with other property estimated at \$5,504,249; and

**Whereas**, the **Parties** have agreed to provide \$ 597,175 in funding (personnel services, equipment, vehicle supplies, salaries, benefits, and insurance) to be used to match the funding sought from the **Authority**; and

**Whereas**, the **Parties** believe that it is in their mutual interest to enter into this **Contract** to carry-out operations of the **Task Force**; and

**Whereas**, the **Parties** agree to abide by all pertinent federal, state and local laws and regulations;

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I.**

1.01 The purpose of this **Contract** is to continue the operation of the **Task Force** pursuant to a joint application filed with the **Authority** for FY 2017 grant funding of the **Task Force**. (See Exhibit "A" which is attached hereto and incorporated herein.)

1.02 The **Parties** to this **Contract** hereby mutually agree to cooperate to whatever extent is necessary to carry out the work plan set forth in the grant application.

## ARTICLE II.

2.01 The term of this **Contract** shall be for a period of one (1) year from and after the date of August 31, 2016 subject to other termination rights of the **Parties** as established in this document.

## ARTICLE III.

3.01 As a condition and part of this **Contract**, the **Parties** agree to contribute a total of \$597,175 in match funding for operation of the **Task Force** in the following amounts:

|                                  |           |
|----------------------------------|-----------|
| Match by the City of Beaumont    | \$489,414 |
| Match by the City of Port Arthur | \$43,826  |
| Match by Jefferson County        | \$34,450  |
| Match by Hardin County           | \$29,485  |
| Match by Jasper County           | -0-       |
| Match by Orange County           | -0-       |

## ARTICLE IV.

4.01 The expenditure of funds, including the anticipated receipt of \$528,714.00 from the **Authority** is set out in Exhibit "B" which is attached hereto and incorporated herein.

## ARTICLE V.

5.01 **Beaumont** is designated as the primary agency ("GRANTEE") for purposes of this **Contract** and for purposes of receipt and disbursement of all funds received from the **Authority**. **Beaumont** shall designate a lieutenant of the Beaumont Police Department to serve as the coordinator for the **Task Force** who shall be authorized to establish rules, regulations, directives, etc. for operation of the **Task Force** and the administration of funding for the **Task Force**.

## ARTICLE VI.

6.01 Upon termination of this **Contract**, right, title and ownership of non-expendable property acquired pursuant to this **Contract** will revert to the individual party for which it was acquired, subject to the statutes of the State of Texas and approval of the **Authority**.

## ARTICLE VII.

7.01 **Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County**, and **Orange County** as political subdivisions, are governed by the Texas Tort Claims Act, Chapter 101.001 et seq., Civil Practice and Remedies Code. **Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County** and **Orange County** warrant and represent to each other that they are self-insured or commercially insured for all claims falling within the Texas Tort Claims Act.

7.02 Each party to this **Contract** agrees that it shall have no liability whatsoever for acts or omissions of an individual employed by another party regardless of where the individual's actions occurred. Each party is solely responsible for the action and/or omissions of its employees and officers.

## ARTICLE VIII.

8.01 The **Parties** certify that the **Task Force** is a program which meets all the requirements of the **Authority** program, that the information set forth in this **Contract** is correct, and that the **Parties** will comply with the appropriate provisions of the **Authority**.

8.02 The **Parties** assure and certify that they will comply with the regulations, policies, guidelines, and requirements set forth in the “assurances” section of the 2015 Grant Application and the Administrative Guide issued by the **Authority** pursuant to the acceptance and use of any federal funds. If any of the provisions of the “assurances” are applicable pursuant to statutes of the State of Texas, the **Parties** will comply with those pertinent parts.

8.03 The **Parties** assure and certify to the **Authority** that they are in compliance with Subtitle A, Title II of the Americans with Disabilities Act (A.D.A.), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation 28 C.F.R., Part 35.

8.04 Attached as Exhibit “C” is a digest representing the Authority’s approved budget summary for grant 608-17-1230100. The Parties agree that they shall be responsible for determining, prior to expenditure of funds, that:

1. Salaries are in accordance with local policy of participating agencies.
2. Personnel are classified in accordance with the needed qualification for the position.
3. Fringe benefits are in accordance with local policy of the participating agencies.
4. Travel policy is in accordance with the travel policy of the City of Beaumont.

## ARTICLE IX.

9.01 This **Contract** may only be amended by mutual agreement of the **Parties** hereto in writing and any amendments shall be attached to and incorporated into this **Contract**.

## ARTICLE X.

10.1 In case any one or more of the provisions contained in this **Contract** shall be held to be invalid, illegal or unenforceable in any aspect, such invalidity, illegality or unenforceability shall not affect any other provision of the **Contract**, and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## ARTICLE XI.

11.01 This **Contract** supersedes any and all other agreements, either oral or in writing, between the **Parties** hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

EXECUTED by Jefferson County this 22 NO day of AUGUST, 2016.

JEFFERSON COUNTY, TEXAS

By: 

Jeff Branick, County Judge

EXECUTED by Jefferson County this 22 NO day of AUGUST, 2016.

JEFFERSON COUNTY, TEXAS

By: 

Jeff Branick, County Judge

AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY

---

**Cooperative Working Agreement**

This is to certify that the objectives of the Southeast Texas Auto Theft Task Force grant application for fiscal year 2017 funding by the Automobile Burglary and Theft Prevention Authority have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

Additionally, Jefferson County is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

Signed: \_\_\_\_\_

Kyle Hayes, City Manager

City of Beaumont

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "J. Branick".

Jeff Branick, County Judge

Jefferson County

Date: 8/22/16

AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY

---

**Cooperative Working Agreement**

This is to certify that the objectives of the Southeast Texas Auto Theft Task Force grant application for fiscal year 2017 funding by the Automobile Burglary and Theft Prevention Authority have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

Additionally, Jefferson County is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

Signed: \_\_\_\_\_

Kyle Hayes, City Manager

City of Beaumont

Date: \_\_\_\_\_

Signed: \_\_\_\_\_



Jeff Branick, County Judge

Jefferson County

Date: 8/22/16



ABTPA Board Members

*Chief Carlos Garcia*  
Chair  
Law Enforcement Representative  
Brownsville, Texas

*Ken Ross*  
Insurance Representative  
State Farm Insurance  
Houston, Texas

*Ashley Hunter*  
Insurance Representative  
HM Risk Group  
Austin, Texas

*Linda Kinney*  
Consumer Representative  
Dripping Springs, Texas

*Armin Mizani*  
Consumer Representative  
Keller, Texas

*Tommy Hansen*  
Law Enforcement Representative  
Galveston, Texas

Ex Officio Member  
*Steven C. McCraw*  
Major Wynn Reynolds—Designee  
Texas Department of Public Safety  
Austin, Texas

*Bryan E. Wilson*  
Director

July 13, 2016

Mr. Kyle Hayes, City Manager  
Beaumont Police Department  
P.O. Box 3827  
Beaumont, Texas 77704  
Via Email: [khayes@ci.beaumont.tx.us](mailto:khayes@ci.beaumont.tx.us)

Re: **FY2017 ABTPA Statement of Grant Award and Acceptance Notice**  
Grant Number: **608-17-1230100**  
Grantee: **City of Beaumont**  
Program Title: **Southeast Texas Auto Theft Task Force**  
Grant Award Amount: **\$528,714**  
Grant Term: **September 1, 2016 to August 31, 2017**

Dear Mr. Hayes,

I am pleased to inform you that your organization has been approved for a grant extension awarded by the Automobile Burglary and Theft Prevention Authority (ABTPA) in the amount indicated above. The extensions will be from September 1, 2016 through August 31, 2017. The grant award must be officially accepted by signing and returning the enclosed Statement of Grant Award and grantee acceptance notice to the ABTPA within 30 days from the date received.

We look forward to working with you to combat and reduce motor vehicle theft and burglary. Any questions relating to the administration of this grant should be directed to our office. Please do not hesitate to contact me should you require further assistance with this matter. I can be reached at [Bryan.Wilson@txdmv.gov](mailto:Bryan.Wilson@txdmv.gov) or (512) 465-4012.

Sincerely,

Bryan E. Wilson  
Director

cc: Lieutenant George C. (Chris) Schultdt, [gcschuldt@gmail.com](mailto:gcschuldt@gmail.com)  
Ms. Laura Clark, Chief Financial Officer; [lclark@ci.beaumont.tx.us](mailto:lclark@ci.beaumont.tx.us)  
Sergeant Kenneth Karr, [kkarr@ci.beaumont.tx.us](mailto:kkarr@ci.beaumont.tx.us)



## FY17 Automobile Burglary and Theft and Prevention Authority Statement of Grant Award and Grantee Acceptance Notice

Grant Number: **608-17-1230100**  
 Grantee: **City of Beaumont**  
 Program Title: **Southeast Texas Auto Theft Task Force**  
 Grant Award Amount: **\$ 528,714**  
 Cash Match Amount: **\$ 254,028**  
 In-Kind Match Amount: **\$ 343,147**  
 Grant Term: **September 1, 2016 to August 31, 2017**

That whereas, **City of Beaumont** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Proposal issued on March 16, 2015 to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled **Southeast Texas Auto Theft Task Force**, and further identified by grant number **608-17-1230100** and

Whereas, the Automobile Burglary and Theft Prevention Authority has approved the continuation of the grant application along with any approved grant adjustments, if any, as evidenced by this **FY17 Statement of Grant Award** and certain special requirements from the Automobile Burglary and Theft Prevention Authority dated July 13, 2016; and

Whereas, the Grantee desires to accept the FY17 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Revised Civil Statutes Article 4413(37)
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts;
- The Request for Proposals issued on March 16, 2015;
- The current Automobile Burglary and Theft Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award
- The certification of compliance; and
- The Approved Grant Budget Summary:

| <b>Approved Grant Budget Summary</b> |                  |                   |                  |                    |
|--------------------------------------|------------------|-------------------|------------------|--------------------|
|                                      | <b>ABTPA</b>     | <b>Cash Match</b> | <b>In-Kind</b>   | <b>TOTAL</b>       |
| A. Personnel                         | \$441,896        | \$26,412          | \$241,993        | \$710,301          |
| A. Fringe                            | \$0              | \$180,612         | \$88,976         | \$269,588          |
| B. Contractual                       | \$0              | \$0               | \$0              | \$0                |
| C. Travel                            | \$3,742          | \$0               | \$0              | \$3,742            |
| D. Equipment                         | \$0              | \$0               | \$0              | \$0                |
| E. Supplies & DOE                    | \$83,076         | \$47,004          | \$12,178         | \$142,258          |
| F. Indirect Funds                    |                  |                   |                  |                    |
| <b>Totals</b>                        | <b>\$528,714</b> | <b>\$254,028</b>  | <b>\$343,147</b> | <b>\$1,125,889</b> |

Now, therefore, the Grantee accepts the FY17 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the ABTPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Automobile Burglary and Theft Prevention Authority. Applicable special conditions are listed below.

**Special Conditions and Requirements:**

Approved and Accepted by:

LIC

\_\_\_\_\_  
Authorized Official

Kyle Hayes, City Manager  
\_\_\_\_\_  
Printed Name and Title

7-19-16  
\_\_\_\_\_  
Date Signed



## Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

| Budget Category                  | ABTPA Funds      | Cash Match       | In-Kind Match    | Total              |
|----------------------------------|------------------|------------------|------------------|--------------------|
| Personnel (Salaries/Overtime)    | \$441,896        | \$26,412         | \$241,993        | \$710,301          |
| Personnel (Fringe Benefits)      | \$0              | \$180,612        | \$88,976         | \$269,588          |
| Contractual                      | \$0              | \$0              | \$0              | \$0                |
| Travel                           | \$3,742          | \$0              | \$0              | \$3,742            |
| Equipment                        |                  | \$0              | \$0              | \$0                |
| Supplies & Direct Operating Exp. | \$83,076         | \$47,004         | \$12,178         | \$142,258          |
| <b>Totals</b>                    | <b>\$528,714</b> | <b>\$254,028</b> | <b>\$343,147</b> | <b>\$1,125,889</b> |

### Sources of Match Tables

| List Source(s) of Cash Match* | Amount           |
|-------------------------------|------------------|
| City of Beaumont              | \$146,267        |
| City of Port Arthur           | \$43,826         |
| Jefferson County              | \$34,450         |
| Hardin County                 | \$29,485         |
|                               |                  |
|                               |                  |
|                               |                  |
|                               |                  |
|                               |                  |
|                               |                  |
| <b>Total</b>                  | <b>\$254,028</b> |

| List Source of In-Kind Match | Amount           |
|------------------------------|------------------|
| City of Beaumont             | \$343,147        |
|                              |                  |
|                              |                  |
|                              |                  |
|                              |                  |
|                              |                  |
| <b>Total</b>                 | <b>\$343,147</b> |

\*List Program Income used as cash match as a separate line



## Automobile Burglary and Theft Prevention Authority

## FY17 Statement of Grant Award

### Budget Summary and Support Schedules

### Budget Narrative

**Project Director:** The Director will supervise all operations of the Task Force, oversee fiscal matters relating to the grant, be responsible for the preparation and submittal of all reports required, and insure the proper filing of documentation regarding efforts to meet stated goals. The Project Director will report to a board of directors comprised of the department heads for each of the agencies contributing personnel to the Task Force. The position will be funded with ABTPA funds equaling 98.8%. Clothing allowance, clotting maintenance, and all fringe benefits will be cash matched. The Project Director will spend 100% of work hours on auto crime/grant related activities.

**Task Force Supervisor:** The Supervisor will be responsible for supervising the operations of the Task Force as directed by the Project Director, analyze and disseminate information as trends develop in order to direct efforts of personnel, review reports and make appropriate case assignments, oversee special projects relating to enforcement and covert operations and perform other duties consistent with those listed for the investigators pertaining to case investigation. The Supervisor will hold the rank of Sergeant with the Beaumont Police Department. The salary and benefits for this position are shown as an in-kind match and are based on actual figures.

**Crime Prevention Officer:** This officer will prepare and maintain ABTPA Public Awareness Activity Sheets , develop and present crime prevention and awareness programs, conduct media interviews related to Task Force accomplishments and programs, assist Task Force Investigators on criminal investigations and covert operations, maintain all surveillance equipment and assist with its use during investigations and covert operations, and conduct follow-up investigations as assigned by the Supervisor or Project Director. This position will be funded with ABTPA funds, equaling 98.6%, with clothing allowance, clothing maintenance, and all fringe benefits cash matched. This investigator will spend 100% of the time on auto crime/grant related activities.

**Inspections Officer:** This officer will coordinate the inspection of salvage dealers and repair shops within the scope of the Task Force's jurisdiction, monitor local auctions where insurance totaled vehicles are sold, coordinate covert sting operations as needed to identify salvage dealers and repair shop owners who are operating illegally, coordinate VTR-68A inspections for our office and conduct follow-up investigations as assigned by the Supervisor or Project Director. This position will be funded with ABTPA funds, equaling 98.6%, with clothing allowance, clothing maintenance, and all fringe benefits cash matched. This investigator will be devoted 100% of the time to auto crime/grant related activities.

**Beaumont Police Investigator x2:** This Investigator will: conduct investigations on Beaumont Police Department auto related cases as assigned, prepare and present completed cases to the D A, identify and develop suspects, make recommendations on special projects based on identifiable trends, forward information on suspects and trends to the Crime Prevention Officer, assist with special projects and operations when available and assist with inspections of salvage yards and repair shops as needed. This position's salary and benefits are shown as an in-kind match.

Port Arthur Police Investigator: This Investigator will conduct investigations on Port Arthur Police Department auto related cases as assigned by that department, prepare and present completed cases to the D A, identify and develop suspects, make recommendations on special projects based on identifiable trends, forward information on suspects and trends to the Crime Prevention Officer, assist with special projects and operations when available and assist with inspections of salvage yards and repair shops as needed. This position will be funded with ABTPA funds, equaling 97.6%. This investigator will be devoted 100% of the time to auto crime/grant related activities.

Hardin County S.O. Investigator: This investigator will conduct investigations on Hardin County auto related cases as assigned by that department, prepare and present completed cases to the D.A., identify and develop suspects, make recommendations on special projects based on identifiable trends, forward information on suspects and trends to the Crime Prevention Officer, assist with special projects and operations when available and assist with inspections of salvage yards and repair shops as needed. This position will be funded with ABTPA funds, equaling 100%. This investigator will be devoted 100% of the time to auto crime/grant related activities.

Jefferson County S.O. Investigator: This Investigator will conduct investigations on Jefferson County auto related cases as assigned by that department, prepare and present completed cases to the D.A., identify and develop suspects, make recommendations on special projects based on identifiable trends, forward information on suspects and trends to the Crime Prevention Officer, assist with special projects and operations when available and assist with inspections of salvage yards and repair shops as needed. This position will be funded with ABTPA funds, equaling 100%. This investigator will be devoted 100% of the time to auto crime/grant related activities.

In order to effectively combat auto related crimes it is often necessary for personnel to work more than their scheduled hours. With the restrictive overtime budgets of participating agencies, ensuring that investigators are able to give the highest quality service whenever it is needed is already difficult. Budgeted overtime would ease this burden and also allow for planned operations that would not otherwise be possible.

- 1. Funded overtime will be used:
  - To conduct after hours surveillance

- To conduct after hours surveillance on known criminals or suspected crime locations ,
- To perform special operations after hours such as "stings", undercover, or bait vehicle activities,
- To complete limited follow-up on investigations that require after hours interviews or investigation
- To present a limited number of public awareness activities that take place outside normal hours of operation , and
- To respond to after hours call outs of Investigators to assist with or conduct follow -up on auto crimes

<sup>2</sup> Need is based on an average of six hours per week for the entire task force. The average overtime rate of investigators is approximately \$47.00 per hour. 6 hours per week x 52 weeks = 312 hours. 312 hours x \$47 = \$14,664.



## Automobile Burglary and Theft Prevention Authority

### FY17 Statement of Grant Award

### Budget Summary and Support Schedules

| Personnel - Fringe Benefits  | % or \$ Rate | ABTPA Funds | Cash Match       | In-Kind         | Total            |
|------------------------------|--------------|-------------|------------------|-----------------|------------------|
| Retirement                   |              | \$0         | \$84,063         | \$46,236        | \$130,299        |
| Insurance                    |              | \$0         | \$73,219         | \$40,500        | \$113,719        |
| Life Insurance               |              | \$0         |                  |                 | \$0              |
| Medicare                     |              | \$0         |                  |                 | \$0              |
| FICA                         |              | \$0         | \$18,107         | \$2,240         | \$20,347         |
| Worker's Comp                |              |             | \$5,132          |                 | \$5,132          |
| TEC                          |              |             | \$91             |                 | \$91             |
|                              |              |             |                  |                 | \$0              |
|                              |              |             |                  |                 | \$0              |
| <b>Total Fringe Benefits</b> |              | <b>\$0</b>  | <b>\$180,612</b> | <b>\$88,976</b> | <b>\$269,588</b> |

#### Budget Narrative

Fringe benefits include FICA, retirement withholdings, and health insurance for all four agencies represented by the Task Force, Workers Comp and TEC figures for Jefferson and Hardin Counties and the City of Port Arthur, and Terminating Pay for the Port Arthur investigator. The City of Beaumont withholds FICA at a rate of 1.45% (except for Sgt. Karr who was hired before April 1, 1986 and has no funds withheld for FICA) while the other agencies withhold at 7.65%. Retirement withholdings are taken out at the following rates: City of Beaumont – 20.42%, Jefferson County – 17.6 %, City of Port Arthur – 13.9% and Hardin County – 10.6%. Health insurance is also set by each agency. Worker's Compensation, TEC and terminating pay are not associated with the total expense of Beaumont officers and only Port Arthur figures in for terminating pay (figured at 2%). Workers Comp and TEC are figured together for Jefferson County and the City of Port Arthur at 5% and 3.48% respectively. Hardin County figures Workers Comp at 1.74% and TEC at 0.08%.



## Automobile Burglary and Theft Prevention Authority

### FY17 Statement of Grant Award Budget Summary and Support Schedules

| Professional & Contract Description of Service | ABTPA Funds | Cash Match | In-Kind    | Total      |
|--|-------------|------------|------------|------------|
|  |             |            |            | \$0        |
|  |             |            |            | \$0        |
|  |             |            |            | \$0        |
|  |             |            |            | \$0        |
|  |             |            |            | \$0        |
|  |             |            |            | \$0        |
|  |             |            |            | \$0        |
|  |             |            |            | \$0        |
|  |             |            |            | \$0        |
| <b>Total Professional &amp; Contract</b>       | <b>\$0</b>  | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> |

#### Budget Narrative

N/A



## Automobile Burglary and Theft Prevention Authority

### FY17 Statement of Grant Award

#### Budget Summary and Support Schedules

#### Travel

| In-State Travel - Purpose        | Destination | # of Travelers | ABTPA Funds    | Cash Match | In-Kind    | Total          |
|----------------------------------|-------------|----------------|----------------|------------|------------|----------------|
| ABTPA Conference                 | Austin      | 0              | \$316          | \$0        |            | \$316          |
| ABTPA Board Meetings x 2         | Austin      | 1              | \$406          |            |            | \$406          |
| ABTPA Grant Workshop             | Austin      | 2              | \$732          |            |            | \$732          |
| TAVTI Conference                 | San Antonio | 4              | \$2,288        |            |            | \$2,288        |
|                                  |             |                |                |            |            | \$0            |
|                                  |             |                |                |            |            | \$0            |
|                                  |             |                |                |            |            | \$0            |
| <b>In-State Travel Total</b>     |             |                | <b>\$3,742</b> | <b>\$0</b> | <b>\$0</b> | <b>\$3,742</b> |
| <hr/>                            |             |                |                |            |            |                |
| Out-of-State Travel - Purpose    | Destination | # of Travelers | ABTPA Funds    | Cash Match | In-Kind    | Total          |
|                                  |             |                |                |            |            | \$0            |
|                                  |             |                |                |            |            | \$0            |
|                                  |             |                |                |            |            | \$0            |
|                                  |             |                |                |            |            | \$0            |
| <b>Out-of-State Travel Total</b> |             |                | <b>\$0</b>     | <b>\$0</b> | <b>\$0</b> | <b>\$0</b>     |
| <b>Total Travel Budget</b>       |             |                | <b>\$3,742</b> | <b>\$0</b> | <b>\$0</b> | <b>\$3,742</b> |

#### Budget Narrative

The City Of Beaumont's Travel Policy provides for mileage expense of \$0.565 per mile for use of personal vehicles and variable maximum federal guideline per diem rates. The regular rate is \$51 and will be used unless otherwise noted. The per diem rate will be utilized for all Task Force members regardless of agency. Mileage expenses for personal vehicle use are not expected. Unless otherwise noted, hotel rates are figured based on \$109 per night, plus 15% tax – totaling (\$125.35) \$126 per night. This figure was used since it has been a common government rate that the ABTPA has secured in the past.

This year it is anticipated, that as in the past, one of the ABTPA Board Meetings will be held in conjunction with the TAVTI conference in San Antonio. Attendance at the Board Meetings is vital to staying informed of new policies and initiatives. In addition to representing our Task Force and the ABTPA, attending the conference and summit will provide our investigators with updated training, as well as an opportunity to network with other regional vehicle crime investigators.

• ABTPA Conference, Board Meeting and Grant Review: It is uncertain if the ABTPA will host this event in the future. It is being included here in order to maintain a line item on the budget to make it easier to reallocate money to fund attendance should the event take place. A total of \$316 is allocated to the line item, but will be used to cover any differences in estimated and actual costs. It is the amount that was left over from the budgeted amount in the initial request and corrected amounts when new per diem rates were applied.

Total: \$316

• ABTPA Grant Application / Public Awareness workshop and Board Meeting: Based on two people attending the Workshop, a Task Force member and a representative from the Finance Office . Task force member will stay a third night to attend the Board Meeting the following day.

Hotel: \$126 x 3 nights = \$378

Per Diem: \$59/day x 3 days x 2 = \$354

Total: \$732

• ABTPA Board Meeting x 2: Based on one person attending. Trip is figured as an overnight stay and given per diem covering lunch and dinner on the first day, and per diem covering breakfast and lunch on the return day which ends up being one day plus lunch.

Hotel: \$126 x 1 nights = \$126

Per Diem: \$59/day + \$18/lunch = \$ 77

Total: \$203 x 2 = \$406



## Automobile Burglary and Theft Prevention Authority

### FY17 Statement of Grant Award Budget Summary and Support Schedules

#### Equipment

| Equipment Description and Quantity | ABTPA Funds | Cash Match | In-Kind Match | Total |
|------------------------------------|-------------|------------|---------------|-------|
|                                    |             |            |               | \$0   |
|                                    |             |            |               | \$0   |
|                                    |             |            |               | \$0   |
|                                    |             |            |               | \$0   |
|                                    |             |            |               | \$0   |
|                                    |             |            |               | \$0   |
|                                    |             |            |               | \$0   |
|                                    |             |            |               | \$0   |
| <b>Total Equipment</b>             |             | \$0        | \$0           | \$0   |

#### Budget Narrative

N/A

#### Supplies and Department Operating Expense

| Supplies and Department Operating Expense - Description | ABTPA Funds     | Cash Match      | In-Kind         | Total            |
|---|-----------------|-----------------|-----------------|------------------|
| Office Lease  | \$52,650        |                 |                 | \$52,650         |
| Office and Field Supplies                               | \$4,000         |                 |                 | \$4,000          |
| Office Maintenance                                      | \$3,000         |                 |                 | \$3,000          |
| Office Utilities  | \$11,140        |                 |                 | \$11,140         |
| Advertising   | \$9,000         |                 |                 | \$9,000          |
| Bait and Tracking Air Time                              | \$1,440         |                 |                 | \$1,440          |
| Cellular Phone Service                                  |                 | \$6,180         |                 | \$6,180          |
| Vehicle Insurance                                       | \$1,046         |                 |                 | \$1,046          |
| Postage   | \$50            |                 |                 | \$50             |
| TAVTI Registration                                      | \$750           |                 |                 | \$750            |
| Vehicle Lease   |                 |                 | \$7,200         | \$7,200          |
| Fuel and Maintenance                                    |                 | \$39,824        | \$4,978         | \$44,802         |
| Confidential Funds                                      |                 | \$1,000         |                 | \$1,000          |
| <b>Total Supplies &amp; DOE</b>                         | <b>\$83,076</b> | <b>\$47,004</b> | <b>\$12,178</b> | <b>\$142,258</b> |

#### Budget Narrative

Office Lease Cost: \$52,650

Lease is for office space for investigators and warehouse space to house the Task Force's vehicle lift and storage of seized property. Price based on current payments of \$4,387.50 per month.

Office & Field Supplies Cost: \$4,000

These funds are used to purchase office supplies such as copy and photo paper, storage media, copier and fax toner, ink cartridges, presentation / binding materials, etc. They also cover field supplies such as hand cleaner, paper towels, degreaser, paint, paint stripper, sanding material, acid restoration materials, disposable gloves, etc as well as expendable items such as flashlight batteries and task force work shirts. The cost is based on an estimate using current year expenditures.

Office Maintenance Cost: \$3,000

The cost of cleaning and maintaining the office and warehouse is based on the current price of \$250 per month plus \$425 to strip and wax the floors once yearly.

Office Utilities Cost: \$11,140



## Automobile Burglary and Theft Prevention Authority

### FY17 Statement of Grant Award

#### Budget Summary and Support Schedules

The cost is an estimate based on the electricity and water bills over the previous 12 months along with office phone service which is made up of two charges. The first charge is for the cost of office phones. Office phone expense for the year is estimated at \$3,600. This amount is based on the

**Special, August 22, 2016**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, August 22, 2016