

SPECIAL, 5/22/2017 1:30:00 PM

BE IT REMEMBERED that on May 22, 2017, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, 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
May 22, 2017

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
May 22, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **22nd** day of **May 2017** 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:

11:00 a.m.-WORKSHOP-To receive a presentation and information from representatives of Arkema, Inc. regarding plans for economic development.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Receive and file bid for (IFB 17-015/JW), Sale of Law Books.

SEE ATTACHMENTS ON PAGES 8 - 19

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

2. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 17-015/JW), Sale of Law Books with Judge Baylor Wortham in the amount of \$150.00, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 20 - 22

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve, execute, receive and file a listing agreement with KenWheel, Inc. d/b/a Wheeler Commercial for a 17.97 acre property located on Viterbo Road (Known as "Precinct No. 2 Rock Yard"); with a Broker's Fee of 4% to Wheeler Commercial if no other broker is involved, and 6% to Wheeler Commercial if another broker is involved. The term of the listing is twelve months, beginning on May 24, 2017 and ending on May 31, 2018. This is in accordance with (RFQ 17-014/JW), Commercial Realtor Brokerage Services for Land Located on Viterbo Road (Known as "Precinct No. 2 Rock Yard").

SEE ATTACHMENTS ON PAGES 23 - 33

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

4. Consider and approve applying for 2017 Port Security Grant program and ratifying/authorizing County Auditor to submit application through Grants.gov and ND Grants (FEMA Portal).

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

5. Consider and possibly adopt a Resolution recognizing Keith Hawkes for his dedicated service to the Jefferson County auditor's office and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 34 - 34

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

6. Regular County Bills - check #433754 through checks #433972.

SEE ATTACHMENTS ON PAGES 35 - 42

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY COMMISSIONERS:

7. Consider and possibly approve a Proclamation for Men's Health Month.

SEE ATTACHMENTS ON PAGES 43 - 44

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
May 22, 2017

8. Receive and file executed Inter-local agreement between Jefferson County, the City of Nederland and the Nederland Economic Development Corporation for the development of the Airport property.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider and possibly approve a Thirty (30) day extension from June 1, 2017 for the Jefferson County Emergency Services District No. 4 to file the District's annual audit pursuant to Texas Health & Safety Code, Sec. 775.082(b), (d).

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

10. Receive and file executed Master Clinical Affiliation Agreement between Lamar University and Jefferson County Health Department.

SEE ATTACHMENTS ON PAGES 45 - 53

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

11. Receive and file executed lease agreement, for development of airport property between Jefferson County, Texas and Al Judice dba Judice's Restaurant.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

ADDENDUMS

12. Approve ratification of the County Judge's execution of Global Sign Internet security certificate for Jefferson County e-filing.

SEE ATTACHMENTS ON PAGES 54 - 58

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY TREASURER:

13. Receive and File Investment Schedule for April, 2017, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 59 - 61

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

DISTRICT CLERK:

14. Consider and possibly approve local rule governing electronic filing in criminal cases for the 252nd Judicial District Court of Jefferson County, Texas

SEE ATTACHMENTS ON PAGES 62 - 64

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

15. Consider and possibly approve Resolution recognizing Pam McGee for her 21 years of service to Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 65 - 65

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

ENGINEERING:

16. Consider and possibly approve the Amended Plat of Franks Addition No 1, Lots 1 and 2, located at the intersection of Reins road and Gentry road in Precinct No. 1. This plat is within the City of Beaumont ETJ (extra-territorial jurisdiction) and meets all Engineering requirements for approval.

SEE ATTACHMENTS ON PAGES 66 - 68

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

April 17, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-015/JW, Sale of Law Books. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

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

BID NAME: Sale of Law Books
BID NO: IFB 17-015/JW
DUE DATE/TIME: 11:00 AM CDT, Tuesday, May 16, 2017
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st 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

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – April 19, 2017 & April 26, 2017

IFB 17-015/JW
Sale of Law Books
Bids due: 11:00 AM CDT, Tuesday, May 16, 2017

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Bid Submissions:

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other 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 response being declared as non-responsive.

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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 – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

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. Award

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

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

Jefferson County reserves the right in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the highest dollar offeror is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

9. Contract

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

10. Waiver of Subrogation

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

11. Bid Results

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

12. 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.

13. Specifications

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.

14. 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.

15. Currency

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

16. 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.

17. 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.

18. Definitions

"County" – Jefferson County, Texas.

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

19. Minority-Women Business Enterprise Participation

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

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, Phone: 409-835-8593, regarding any questions or comments. Please reference bid number IFB 17-015/JW.

1. Objective

Jefferson County seeks to sell law books that are housed in the Jefferson County Courthouse.

2. Scope

The Purchasing Department will receive sealed bids for the Sale of Law Books. The books will be sold as listed on the Bid Form. All offers must be submitted on the official bid form included as part of this IFB.

The successful bidder shall be solely responsible for picking up and transporting the books. Books must be picked up within fifteen (15) days of notification of award.

3. Description

The law books being sold are listed below. Please note that all book sets listed may be incomplete, and are being sold "as is."

Southwestern Reporter – 2nd Edition (1-999) = 502 total books

Southwestern Reporter – 3rd Edition (1 to date) = 392 total books, plus paper supplements

West Texas Digest – 2nd Edition (1-69) = 265 total books

Vernon's Texas Code Annotated = 272 books plus index, supplements, and 6 volumes of session (paperback)

Bidder Information Form

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

Bid Name & Number: IFB 17-015/JW, Sale of Law Books

Name: Baylor Wortham

Phone Number (with area code): 409- [REDACTED]

Alternate Phone Number if available (with area code): 409- [REDACTED]

Email Address: [REDACTED]

Mailing Address:

[REDACTED]

Address

Beaumont, Tx 777 [REDACTED]

City, State, Zip Code

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.

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:

Baylor Wortham
Company Name

[REDACTED]
Address

Beaumont, TX 777
City State Zip

Baylor Wortham
Signature of Person Authorized to Sign

Baylor Wortham
Printed Name

Title

For clarification of this offer, contact:

Baylor Wortham
Name

409- [REDACTED]
Phone Fax

[REDACTED]
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Sale of Law Books.

The Contractor is now bound to buy 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.

Payment shall be made by the successful bidder, by guaranteed funds, within fifteen (15) days of notification of award.

This contract shall henceforth be referred to as Contract No. IFB 17-015/JW.

Countersigned:

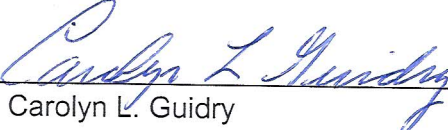


 Jeff R. Branick
 County Judge

May 22, 2017

 Date

Attest:



 Carolyn L. Guidry
 County Clerk



Bidder Must Complete and Return This Page With Offer.

Bid Form

Please note that all book sets listed on this Bid Form may be incomplete, and are being sold "as is."

Item Description	Bid Amount
Southwestern Reporter – 2 nd Edition (1-999) = 502 total books	\$ <u>50</u>
Southwestern Reporter – 3rd Edition (1 to date) = 392 total books, plus paper supplements	\$ <u>50</u>
West Texas Digest – 2nd Edition (1-69) = 265 total books	\$ <u>25</u>
Vernon's Texas Code Annotated = 272 books plus index, supplements, and 6 volumes of session (paperback)	\$ <u>25</u>

Payment shall be made by the successful bidder, by guaranteed funds, within fifteen (15) days of notification of award. Payment will be made to:

Jefferson County Auditor
Attention: Patrick Swain
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

The successful bidder shall be solely responsible for picking up and transporting the books. Books must be picked up within (15) days of notification of award.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Must Complete and Return This Page With Offer.

Sale of Law Books

Bid No: IFB 17-015/JW

Received 2:25 PM
5/15/17 JC

ATTACHMENT A

IFB 17-015/JW Sale of Law Books

		Judge Baylor Wortham
Item	Item Description	Bid Amount
1	Southwestern Reporter – 2 nd Edition (1-999) = 502 total books	\$50.00
2	Southwestern Reporter – 3rd Edition (1 to date) = 392 total books, plus paper supplements	\$50.00
3	West Texas Digest – 2nd Edition (1-69) = 265 total books	\$25.00
4	Vernon's Texas Code Annotated = 272 total books plus index, supplements, and 6 volumes of session (paperback)	\$25.00

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:

Baylor Wortham
Company Name

[REDACTED]
Address

Beaumont, TX 777
City State Zip

Baylor Wortham
Signature of Person Authorized to Sign

Baylor Wortham
Printed Name

Title

For clarification of this offer, contact:

Baylor Wortham
Name

409- [REDACTED]
Phone Fax

[REDACTED]
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

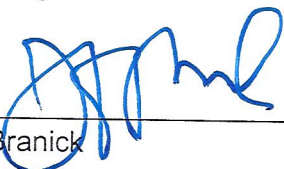
The Offer is hereby accepted for the following items: Sale of Law Books.

The Contractor is now bound to buy 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.

Payment shall be made by the successful bidder, by guaranteed funds, within fifteen (15) days of notification of award.

This contract shall henceforth be referred to as Contract No. IFB 17-015/JW.

Countersigned:

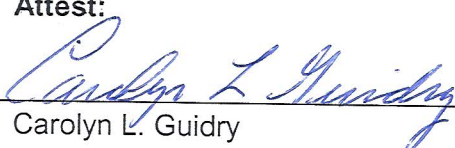


Jeff R. Branick
County Judge

May 22, 2017

Date

Attest:



Carolyn L. Guidry
County Clerk



Bidder Must Complete and Return This Page With Offer.



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: **Jefferson County Texas**

Address: **1149 Pearl Street, 1st Floor**

City, State, Zip: **Beaumont, TX 77701**

Phone: **(409)835-8593**

Fax: **(409)835-8456**

E-Mail: **jwest@co.jefferson.tx.us**

Broker: **KenWheel, Inc. dba Wheeler Commercial**

Address: **470 Orleans Street, 12th FL**

City, State, Zip: **Beaumont, TX 77701**

Phone: **(409)899-3300**

Fax: **(409)899-3301**

E-Mail: **egoss@wheeler-commercial.com**

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: **17.97 acres on Viterbo Road**

City: **Beaumont, TX**

County: **Jefferson**

Zip: **77705**

Legal Description (Identify exhibit if described on attachment): **See Exhibit A**

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TAR-1401).)

(TAR-1301) 4-1-14

Initialed for Identification by Seller

[Signature]

and Broker/Associate

[Signature]

Page 1 of 9

Wheeler Commercial, 470 Orleans Street, 12th Floor Beaumont, TX 77701

Erica Goss

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 409-899-3300

Fax: 409-899-3301

Jefferson County

17.97 acres on Viterbo Road
Beaumont, TX, 77705

Commercial Listing concerning _____

D. Other Fees:

- (1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☐ (a) _____ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ _____.

☐ (b) _____

_____.

- (2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

☐ (a) _____ % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____;

☐ (b) _____ % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____; or

☐ (c) _____.

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

- (3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

- (4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

- (5) Other Fees and/or Reimbursable Expenses: _____

_____.

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 180 days.

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(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Jefferson County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before _____ to any of the following persons: _____ (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

- (1) _____ % of the sales price if Seller sells the Property;
- (2) _____ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ _____; and
- (3) _____.

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

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Initialed for Identification by Seller  and Broker/Associate 

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17.97 acres on Viterbo Road
Beaumont, TX, 77705

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9. INTERMEDIARY: (Check A or B only.)

- ☐ A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
 - (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
 - (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- ☒ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ◆ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ◆ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- ◆ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ◆ may not treat a party to the transaction dishonestly; and
- ◆ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
- (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos);

Commercial Listing concerning _____

- (i) on the Internet on Broker's website and on other websites as Broker determines;
- (ii) in any advertisements whether in print or electronic media; and
- (iii) into listing services that may publicize the information on the Internet or by other means;
- (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
- (3) furnish comparative marketing and sales information about other properties to prospects;
- (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
- (5) obtain information from any holder of any note secured by a lien on the Property;
- (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
- (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
- (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
- (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
 - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.
- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer.
(Check only one box.)

- ☐ (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TAR-1408).

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- ☒ (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.

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- C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
- (1) that arise from Seller's failure to disclose any material information about the Property;
 - (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
 - (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
 - (4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

- 16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
- 17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.
- 18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 19. ADDENDA:** Addenda or information that are part of this Listing are:
- ☒ A. Information About Brokerage Services (TAR-2501)
 - ☒ B. Property Description Exhibit identified in Paragraph 2
 - ☐ C. Condominium Addendum to Listing (TAR-1401)
 - ☐ D. Commercial Property Condition Statement (TAR-1408)
 - ☐ E. Information About On-Site Sewer Facility(TAR-1407)
 - ☐ F. Information about Special Flood Hazard Areas (TAR-1414)
 - ☐ G. _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

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- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Texas Association of REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TAR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**
- D. **Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.**

Seller: Jefferson County Texas

Broker: KenWheel, Inc. dba Wheeler
Broker / Company Name: Commercial

By: [Signature]

License No. 579943

By (signature): [Signature]

By (signature): [Signature]

Printed Name: JEFF R. Branick

Printed Name: Lee Y. Wheeler, III

Title: County Judge Date: May 22, 2017

Title: President License No. 467055

Date: 5-17-17

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

ATTEST

DATE

[Signature]
5/22/17

11/2/2015



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

KenWheel, Inc. dba Wheeler Commercial	579943	lwheeler@wheeler-commercial.com	(409)899-3300
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
Lee Y. Wheeler, III	467055	lwheeler@wheeler-commercial.com	(409)899-3300
Designated Broker of Firm	License No.	Email	Phone
Lee Y. Wheeler, III	467055	lwheeler@wheeler-commercial.com	(409)899-3300
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
Erica C. Goss	623539	egoss@wheeler-commercial.com	(409)899-3300
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov
IABS 1-0 Date

Wheeler Commercial, 470 Orleans Street, 12th Floor Beaumont, TX 77701
Erica Goss

Phone: 409-599-3300

Fax: 409-599-3301

Jefferson County

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

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Resolution

STATE OF TEXAS

COUNTY OF JEFFERSON

§
§
§

COMMISSIONERS COURT

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 22nd day of May, 2017, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, *Charles Keith Hawkes*, has devoted 30 years of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Charles Keith Hawkes*, began his career with Jefferson County in February 1987 as an assistant auditor with the County Auditor's office under the direction of Jerry Ware, has worked in all aspects of the office including implementing the first computerized budgetary process, becoming a Certified Public Accountant, a Certified Fraud Examiner, a County Investment Officer, and also received his Master's Degree, and

WHEREAS, *Charles Keith Hawkes*, served on the Board of Directors for the Texas Association of County Auditors for three years, and the Special Review Committee for Excellence in Financial Reporting for the Government Finance Officers Association, and the State Committee for Members in Government and Industry for the Texas Society of Certified Public Accountants and in August 1997 was promoted to First Assistant County Auditor dedicating his talents and services to Jefferson County; and

WHEREAS, through hard work and commitment to excellence, ***Charles Keith Hawkes***, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Auditor's Office, ***Charles Keith Hawkes***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

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

SIGNED this 22nd day of May 2017.

JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

PGM: GMCOMMV2	DATE 05-22-2017	PAGE: 1 35 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
TRI-CITY COFFEE SERVICE	75.60	433862
ROAD & BRIDGE PCT.#1		75.60**
SPIDLE & SPIDLE	1,846.80	433787
ENTERGY	92.26	433814
M&D SUPPLY	187.48	433828
MUNRO'S	28.65	433832
EDDIE ARNOLD	881.87	433902
COMPLETE PERFORMANCE	2,423.04	433968
ROAD & BRIDGE PCT.#2		5,460.10**
EASTEX RUBBER & GASKET	343.25	433809
MUNRO'S	20.00	433832
RITTER @ HOME	41.00	433843
SETZER HARDWARE, INC.	1.60	433845
TAC - TEXAS ASSN. OF COUNTIES	225.00	433855
VULCAN MATERIALS CO.	2,664.61	433865
CENTERPOINT ENERGY RESOURCES CORP	40.95	433903
ROAD & BRIDGE PCT. # 3		3,336.41**
AUDILET TRACTOR SALES	216.40	433793
CITY OF PORT ARTHUR - WATER DEPT.	29.32	433799
DYNAMIC POWER SYSTEM, INC.	481.50	433806
ENTERGY	27.87	433814
MOTION INDUSTRIES, INC.	171.21	433831
MUNRO'S	38.15	433832
TIME WARNER COMMUNICATIONS	86.91	433857
SOUTHERN TIRE MART, LLC	204.00	433871
MARTIN PRODUCT SALES LLC	965.25	433910
BILL WILLIAMS	200.00	433913
ON TIME TIRE	139.99	433933
GULF COAST	6,589.20	433966
ROAD & BRIDGE PCT.#4		9,149.80**
DYNAMIC POWER SYSTEM, INC.	125.05	433806
M&D SUPPLY	49.67	433828
OFFICE DEPOT	1,111.93	433835
OIL CITY TRACTORS, INC.	30.61	433836
SOUTHEAST TEXAS WATER	42.75	433848
AT&T	76.48	433851
VULCAN MATERIALS CO.	62,137.61	433865
BELT SOURCE	41.94	433908
MARTIN PRODUCT SALES LLC	972.73	433910
SAM'S CLUB DIRECT	139.88	433935
ASCO	581.76	433937
SOUTHEAST TEXAS PARTS AND EQUIPMENT	478.98	433945
PETROLEUM MATERIALS LLC	412.72	433950
MARTIN MARIEETA MATERIALS	408.58	433956
GULF COAST	4,884.44	433966
ENGINEERING FUND		71,495.13**
KIRKSEY'S SPRINT PRINTING	24.95	433826
UNITED STATES POSTAL SERVICE	1.40	433888
PARKS & RECREATION		26.35**
JIFFY TROPHIES	21.00	433823
OVERHEAD DOOR CO.	360.00	433837
SPRINT WASTE SERVICES LP	310.80	433946
GENERAL FUND		691.80**
TAX OFFICE		
OFFICE DEPOT	14.69	433835
UNITED STATES POSTAL SERVICE	629.68	433888

PGM: GMCOMMV2	DATE 05-22-2017		PAGE: 2
NAME	AMOUNT	CHECK NO.	TOTAL
APPRAISAL & COLLECTION TECHNOLOGIES	998.00	433923	1,642.37*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	4.84	433888	4.84*
AUDITOR'S OFFICE			
TEXAS SOCIETY OF CPA'S	340.00	433861	
UNITED STATES POSTAL SERVICE	3.28	433888	343.28*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	339.00	433888	339.00*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	597.00	433804	
CATHERINE BRUNEY	500.00	433819	
OFFICE DEPOT	624.09	433835	
UNITED STATES POSTAL SERVICE	1.32	433888	
JOSHUA C HEINZ	500.00	433934	
ANDREW P GERTZ	500.00	433955	
JAN GIROUARD & ASSOCIATES LLC	600.00	433961	3,322.41*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.92	433888	.92*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	155.09	433888	155.09*
PURCHASING DEPARTMENT			
HERNANDEZ OFFICE SUPPLY, INC.	43.16	433818	
CDW COMPUTER CENTERS, INC.	97.60	433873	
UNITED STATES POSTAL SERVICE	2.07	433888	142.83*
GENERAL SERVICES			
GUARDIAN FORCE	74.00	433786	
TIME WARNER COMMUNICATIONS	204.86	433859	
JUSTICE OF THE PEACE, PCT. 8	186.52	433874	
TOWER COMMUNICATIONS, INC.	2,435.00	433886	
TFFORCE FINAL MILE	122.76	433970	3,023.14*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	672.71	433888	
COASTAL BUSINESS FORMS	497.95	433938	1,170.66*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	2.72	433888	2.72*
DISTRICT ATTORNEY			
JEFFERSON CTY. BAR ASSOCIATION	125.00	433821	
KIRKSEY'S SPRINT PRINTING	49.90	433826	
ELIZABETH PARKS	82.45	433838	
UNITED STATES POSTAL SERVICE	248.89	433888	
THOMSON REUTERS-WEST	2,712.30	433940	3,218.54*
DISTRICT CLERK			
OFFICE DEPOT	219.50	433835	
UNITED STATES POSTAL SERVICE	286.64	433888	506.14*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK PC	5,612.50	433796	
RENE MULHOLLAND	911.80	433864	

PGM: GMCOMMV2	DATE 05-22-2017		PAGE: 3
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.40	433888	
MATUSKA LAW FIRM	700.00	433948	
58TH DISTRICT COURT			7,225.70*
UNITED STATES POSTAL SERVICE	.81	433888	
252ND DISTRICT COURT			.81*
OFFICE DEPOT	270.14	433835	
UNITED STATES POSTAL SERVICE	67.82	433888	
279TH DISTRICT COURT			337.96*
DAVID GROVE	75.00	433788	
UNITED STATES POSTAL SERVICE	.40	433888	
JOEL WEBB VAZQUEZ	75.00	433900	
GORDON D FRIESZ	112.50	433957	
THE DAWS LAW FIRM PLLC	75.00	433969	
317TH DISTRICT COURT			337.90*
PHILLIP DOWDEN	75.00	433792	
LAIRO DOWDEN, JR.	325.00	433805	
CLERK - SUPREME COURT OF TEXAS	275.00	433852	
CLERK - SUPREME COURT OF TEXAS	65.00	433853	
KEVIN S. LAINE	500.00	433872	
CHARLES ROJAS	1,200.00	433876	
UNITED STATES POSTAL SERVICE	3.75	433888	
GLEN M. CROCKER	500.00	433891	
JOEL WEBB VAZQUEZ	1,150.00	433900	
RONALD PLESSALA	1,050.00	433920	
BRITTANIE HOLMES	500.00	433936	
MATUSKA LAW FIRM	500.00	433948	
LAW OFFICE OF J SCOTT FREDERICK	75.00	433953	
GORDON D FRIESZ	112.50	433957	
JUSTICE COURT-PCT 1 PL 1			6,331.25*
UNITED STATES POSTAL SERVICE	42.46	433888	
JUSTICE COURT-PCT 2			42.46*
POSTMASTER	490.00	433842	
JUSTICE COURT-PCT 4			490.00*
CASH ADVANCE ACCOUNT	440.16	433822	
AT&T	76.48	433851	
JUSTICE COURT-PCT 6			516.64*
OFFICE DEPOT	12.98	433835	
UNITED STATES POSTAL SERVICE	46.24	433888	
JUSTICE COURT-PCT 7			59.22*
CASH ADVANCE ACCOUNT	964.69	433822	
COUNTY COURT AT LAW NO.1			964.69*
UNITED STATES POSTAL SERVICE	.92	433888	
COUNTY COURT AT LAW NO. 2			.92*
UNITED STATES POSTAL SERVICE	6.46	433888	
ASHLEY CEDILLO	750.00	433963	
COUNTY COURT AT LAW NO. 3			756.46*
BRUCE W. COBB	250.00	433801	
UNITED STATES POSTAL SERVICE	6.45	433888	
COURT MASTER			256.45*

PGM: GMCOMMV2	DATE 05-22-2017	AMOUNT	CHECK NO.	PAGE: 4 38 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	2.80	433888		
LEXIS-NEXIS	204.00	433889		
				206.80*
MEDIATION CENTER				
BEAUMONT TROPHIES	13.65	433794		
JEFFERSON CTY. BAR ASSOCIATION	700.00	433821		
SOUTHEAST TEXAS WATER	36.75	433847		
UNITED STATES POSTAL SERVICE	8.06	433888		
				758.46*
COMMUNITY SUPERVISION				
OFFICE DEPOT	1,049.88	433835		
				1,049.88*
SHERIFF'S DEPARTMENT				
GT DISTRIBUTORS, INC.	149.68	433811		
CASH ADVANCE ACCOUNT	134.00	433822		
MOORMAN & ASSOCIATES, INC.	300.00	433830		
OFFICE DEPOT	541.12	433835		
UNITED STATES POSTAL SERVICE	1,259.52	433888		
BEAUMONT OCCUPATIONAL SERVICE, INC.	230.65	433892		
TDATA, INC	607.95	433904		
SALSBURY INDUSTRIES	715.46	433907		
SNAP-ON-TOOLS	1,010.90	433919		
TWIN CITY VETERINARY CLINIC	580.50	433922		
COBAN TECHNOLOGIES INC	6,150.00	433926		
RITA HURT	275.00	433929		
GALLS LLC	1,163.82	433954		
3L PRINTING COMPANY	50.00	433960		
				13,168.60*
CRIME LABORATORY				
SIGMA-ALDRICH, INC.	157.24	433783		
CASH ADVANCE ACCOUNT	1,080.91	433822		
SOUTHEAST TEXAS WATER	79.90	433849		
				1,318.05*
JAIL - NO. 2				
AT&T	1,355.20	433851		
TEXAS GAS SERVICE	408.34	433895		
				1,763.54*
JUVENILE PROBATION DEPT.				
FED EX	44.38	433810		
UNITED STATES POSTAL SERVICE	9.35	433888		
TJJD	150.00	433932		
				203.73*
JUVENILE DETENTION HOME				
EPS	375.32	433807		
SOUTHWEST BUILDING SYSTEMS	98.90	433850		
JOHN C. WHITE, D.D.S.	103.00	433867		
FLOWERS FOODS	90.29	433897		
BEN E KEITH FOODS	2,716.06	433898		
CENTERPOINT ENERGY RESOURCES CORP	410.22	433903		
				3,793.79*
CONSTABLE PCT 1				
10-32 SUPPLY	40.00	433868		
UNITED STATES POSTAL SERVICE	47.63	433888		
				87.63*
CONSTABLE-PCT 2				
POSTMASTER	360.50	433841		
				360.50*
CONSTABLE-PCT 4				
AT&T	38.24	433851		
WATCH GUARD VIDEO	9,040.00	433916		
				9,078.24*
CONSTABLE-PCT 6				

PGM: GMCOMMV2	DATE 05-22-2017		PAGE: 5 39
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	15.72	433888	15.72*
AGRICULTURE EXTENSION SVC			
TERRIE S. LOONEY	254.13	433782	
UNITED STATES POSTAL SERVICE	1.61	433888	255.74*
HEALTH AND WELFARE NO. 1			
GUARDIAN FORCE	140.00	433786	
CALVARY MORTUARY	1,500.00	433797	
ENTERGY	318.88	433816	
AUSTIN CECIL WALKES MD PA	812.50	433866	
NACCHO NATL. ASSN. OF COUNTY & CITY	560.00	433870	
UNITED STATES POSTAL SERVICE	60.20	433888	3,391.58*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	999.00	433800	
ENTERGY	70.00	433817	
AUSTIN CECIL WALKES MD PA	812.50	433866	
NACCHO NATL. ASSN. OF COUNTY & CITY	560.00	433870	
MCKESSON MEDICAL-SURGICAL INC	331.01	433875	
EQUIFAX WORKFORCE SOLUTIONS	123.35	433965	2,895.86*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	1,395.78	433875	1,395.78*
ENVIRONMENTAL CONTROL			
AT&T	61.92	433851	61.92*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY	48.66	433790	
KING'S PHARMACY BEAUMONT	111.67	433930	160.33*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	297.22	433884	297.22*
MAINTENANCE-BEAUMONT			
BINSWANGER GLASS CO.	510.50	433795	
COBURN'S, BEAUMONT BOWIE (1)	56.36	433802	
GRAYBAR ELECTRIC COMPANY, INC.	215.18	433812	
SANITARY SUPPLY, INC.	4,120.31	433844	
ACE IMAGEWEAR	237.43	433846	
AT&T	47.64	433851	
A1 FILTER SERVICE COMPANY	732.70	433928	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	433943	
WASTEWATER TRANSPORT SERVICES LLC	248.00	433949	
1ST SOURCE SERVALL	10.07	433971	28,865.95*
MAINTENANCE-PORT ARTHUR			
TIME WARNER COMMUNICATIONS	71.40	433858	
TIME WARNER COMMUNICATIONS	300.57	433860	371.97*
MAINTENANCE-MID COUNTY			
SANITARY SUPPLY, INC.	52.80	433844	
CENTERPOINT ENERGY RESOURCES CORP	82.78	433903	135.58*
SERVICE CENTER			
GULF COAST SCREW & SUPPLY	115.28	433813	
KINSEL FORD, INC.	134.67	433825	
MUNRO'S	39.70	433832	
PHILPOTT MOTORS, INC.	166.25	433840	
JEFFERSON CTY. TAX OFFICE	7.50	433878	
JEFFERSON CTY. TAX OFFICE	7.50	433879	

PGM: GMCOMMV2	DATE 05-22-2017	PAGE: 6 40
NAME	AMOUNT	CHECK NO. TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	433880
JEFFERSON CTY. TAX OFFICE	22.00	433881
JEFFERSON CTY. TAX OFFICE	7.50	433882
JEFFERSON CTY. TAX OFFICE	7.50	433883
LOWE'S HOME CENTERS, INC.	67.21	433893
PETROLEUM SOLUTIONS, INC.	197.50	433899
BUMPER TO BUMPER	1,117.52	433901
MIGHTY OF SOUTHEAST TEXAS	67.51	433927
		1,965.14*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	4.69	433888
HILARY GUEST	98.33	433894
		103.02*
		102,897.43**
MOSQUITO CONTROL FUND		
HILO / O'REILLY AUTO PARTS	73.98	433784
ADAPCO, INC.	94,968.00	433785
SUPERIOR TIRE & SERVICE	19.69	433791
MUNRO'S	82.20	433832
SANITARY SUPPLY, INC.	28.92	433844
UNITED PARCEL SERVICE	12.71	433863
CENTERPOINT ENERGY RESOURCES CORP	32.16	433903
		95,217.66**
BREATH ALCOHOL TESTING		
CASH ADVANCE ACCOUNT	1,440.60	433822
		1,440.60**
J.C. FAMILY TREATMENT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	148.85	433892
		148.85**
SECURITY FEE FUND		
OFFICE DEPOT	12.17	433835
		12.17**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	281.37	433939
		281.37**
EMPG GRANT		
VERIZON WIRELESS	167.85	433884
		167.85**
JUVENILE PROB & DET. FUND		
RAIYSA REECE	300.00	433972
		300.00**
GRANT A STATE AID		
HAYS COUNTY	4,050.00	433869
VERIZON WIRELESS	25.98	433884
4M YOUTH SERVICES	3,083.70	433909
YOUTH ADVOCATE PROGRAM	4,125.43	433915
TJJD	450.00	433932
CORNELL CORRECTIONS OF TEXAS	9,356.10	433947
G4S YOUTH SERVICES LLC	15,955.00	433952
		37,046.21**
279 JUVENILE DRUG COURT		
CATHERINE BRUNEY	6,500.00	433819
IEA - INSPIRE, ENCOURAGE, ACHIEVE	5,620.14	433885
		12,120.14**
COMMUNITY SUPERVISION FND		
DIANNA L. COLUMBUS	160.50	433803
OFFICE DEPOT	622.62	433835
TIME WARNER COMMUNICATIONS	160.02	433860
UNITED STATES POSTAL SERVICE	134.89	433888
ORION HEALTHCARE TECHNOLOGY	3,420.00	433905
REDWOOD TOXICOLOGY LABORATORY	51.32	433912
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	433918

PGM: GMCOMMV2	DATE 05-22-2017	PAGE: 7 41
NAME	AMOUNT	CHECK NO. TOTAL
JCCSC	608.00	433925
TX TAG	18.85	433959
JEFF. CO. WOMEN'S CENTER		12,141.20**
ECOLAB	87.10	433808
ISI COMMERCIAL REFRIGERATION	497.44	433820
LUBE SHOP	44.48	433827
KIM MCKINNEY, LPC, LMFT	150.00	433829
OFFICE DEPOT	67.34	433835
AT&T	133.70	433851
SYSCO FOOD SERVICES, INC.	1,388.49	433854
TEXAS FIRE & COMMUNICATIONS	90.00	433877
REDWOOD TOXICOLOGY LABORATORY	38.25	433912
SAM'S CLUB DIRECT	320.53	433935
COMMUNITY CORRECTIONS PRG		2,817.33**
CIMA COMPANIES, INC.	749.00	433798
LAW OFFICER TRAINING GRT		749.00**
OFFICE DEPOT	20.82	433835
DANY		20.82**
TRAVEL LEADERS	480.96	433962
HOTEL OCCUPANCY TAX FUND		480.96**
THERMACON SERVICE	645.00	433789
JOHNSEN'S WHOLESALE FLORIST, INC.	172.75	433824
MUNRO'S	15.37	433832
OFFICE DEPOT	522.92	433835
TIME WARNER COMMUNICATIONS	110.53	433856
TRI-CITY COFFEE SERVICE	82.65	433862
UNITED STATES POSTAL SERVICE	26.24	433888
FORD PARK	75,000.00	433896
TEXAS TRAVEL INDUSTRY ASSOCIATION	795.00	433906
DISH NETWORK	113.51	433911
LA RUE ROUGEAU	156.75	433914
DONNY AVERY	50.91	433964
1957 ROAD BOND FUND		77,691.63**
TIM RICHARDSON	10,500.00	433944
2012 REFUNDING BONDS		10,500.00**
THE BANK OF NEW YORK MELLON	500.00	433941
AIRPORT FUND		500.00**
ENTERGY	129.16	433815
CENTERPOINT ENERGY RESOURCES CORP	101.84	433903
AIRPORT IMPROVE. GRANTS		231.00**
ARCENEUX WILSON & COLE LLC	16,387.50	433951
SE TX EMP. BENEFIT POOL		16,387.50**
GROUP ADMINISTRATIVE CONCEPTS INC	842.00	433924
LIABILITY CLAIMS ACCOUNT		842.00**
STEVENS BALDO FREEMAN & LIGHTY LLP	437.50	433931
CALVERT EAVES CLARKE & STELLY LLP	7,024.52	433958
SHERIFF'S FORFEITURE FUND		7,462.02**
NATIONAL BUSINESS FURNITURE	592.00	433833
PETTY CASH - SHERIFF'S OFFICE	128.70	433839

PGM: GMCOMMV2	DATE 05-22-2017	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
GALLS LLC	9,576.57	433954
PAYROLL FUND		10,297.27**
JEFFERSON CTY. - FLEXIBLE SPENDING	13,379.50	433754
CLEAT	306.00	433755
JEFFERSON CTY. TREASURER	17,672.04	433756
RON STADTMUELLER - CHAPTER 13	530.00	433757
INTERNAL REVENUE SERVICE	475.00	433758
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,520.00	433759
JEFFERSON CTY. COMMUNITY SUP.	9,378.76	433760
JEFFERSON CTY. TREASURER - HEALTH	463,500.94	433761
JEFFERSON CTY. TREASURER - GENERAL	10.00	433762
JEFFERSON CTY. TREASURER - PAYROLL	1,630,928.99	433763
JEFFERSON CTY. TREASURER - PAYROLL	658,654.84	433764
MONEY LIFE INSURANCE OF AMERICA	126.84	433765
POLICE & FIRE FIGHTERS' ASSOCIATION	2,919.22	433766
TGSLC	612.78	433767
UNITED WAY OF BEAUMONT& N JEFFERSON	18.00	433768
JEFFERSON CTY. TREASURER - TCDRS	616,740.10	433769
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,581.65	433770
JEFFERSON COUNTY TREASURER	2,622.10	433771
JEFFERSON COUNTY - TREASURER -	6,820.96	433772
NECHES FEDERAL CREDIT UNION	52,431.72	433773
JEFFERSON COUNTY - NATIONWIDE	83,225.14	433774
TENNESSEE CHILD SUPPORT	115.38	433775
SBA - U S DEPARTMENT OF TREASURY	168.49	433776
U S DEPARTMENT OF TREASURY	178.10	433777
WILLIAM E HEITKAMP	755.01	433778
JOHN TALTON	1,872.31	433779
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	433780
BELINDA M ZURITA	230.77	433781
GUARDIANSHIP FEE		3,569,824.49**
ELIZABETH MCKIM	200.00	433967
MARINE DIVISION		200.00**
SIERRA SPRING WATER CO. - BT	85.73	433890
THE DINGO GROUP-PETE JORGENSEN MARI	459.90	433917
ATTABOY TERMITE & PEST CONTROL	55.00	433921
PALMER POWER	191.26	433942
		791.89**
		4,050,804.58***



PROCLAMATION

STATE OF TEXAS

ssss

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 22nd day of May, 2017, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

2017 National Men's Health Month Proclamation

WHEREAS, National Men’s Health Month is a public awareness initiative that educates and informs the community of preventable health problems and encourages early detection and treatment of diseases; and

WHEREAS, in June, the Gift of Life along with its medical partners, local healthcare organizations and individuals will provide Southeast Texas men who cannot afford insurance or their high deductible with free prostate cancer screenings, a battery of vital primary care tests and essential educational outreach at screening sites in Beaumont, Orange and Port Arthur; and

WHEREAS, since 2000, the Gift of Life has made available nearly 9,000 free prostate cancer screenings and helped extend the lives of 71 men who have been diagnosed with prostate cancer; and

WHEREAS, the Gift of Life covers the cost of all prostate cancer screenings, diagnostic tests and cancer treatment costs; and

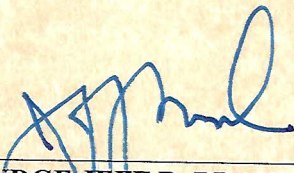
WHEREAS, statistics reflect that early detection is the best protection against prostate cancer, with the five-year survival rate for men whose prostate cancer is diagnosed early being nearly 100 percent; and

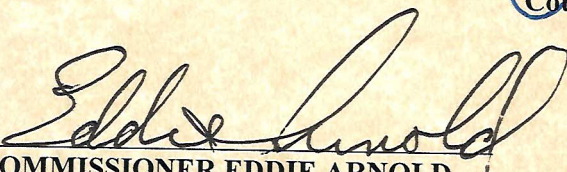
WHEREAS, the Gift of Life, through its continued partnership with local physicians and medical entities ensures that all dollars and resources remain local to directly benefit Southeast Texas men and their families; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim June 2017 as Men's Health Month in Jefferson County, and May 22nd, as the Gift of Life Program's Men's Health Awareness Day in Jefferson County, and I also urge all men in our community to pursue preventive health practices and early detection efforts.

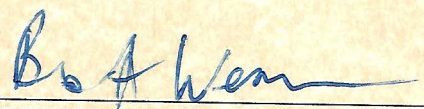
Signed this 22nd day of May, 2017.

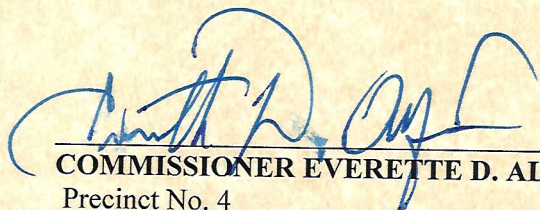



JUDGE JEFF R. BRANICK
 County Judge


COMMISSIONER EDDIE ARNOLD
 Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3


COMMISSIONER BRENT A. WEAVER
 Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

**AGENDA ITEM****May 22, 2017**

Receive and file executed Master Clinical Affiliation Agreement between Lamar University and Jefferson County Health Department.



**MASTER CLINICAL AFFILIATION AGREEMENT
BETWEEN
LAMAR UNIVERSITY**

AND
Jefferson County Health Dept.

This Affiliation Agreement ("this Agreement") is made and entered into this 17th day of January, 2017 (the "Effective Date"), between Lamar University, an institution of higher education in the State of Texas and a component of The Texas State University System, ("University"), which is located at 4400 MLK Parkway, Beaumont, Texas 77710 and Jefferson County, Texas ("Facility"), which is located at 1149 Pearl Street, Beaumont, Texas 77701

University and Facility shall be known collectively as "the Parties" and singularly as "a Party" or "the Party." This Agreement incorporates by reference the attached Program Addendum ("Program Addendum") and expressly includes any additional terms and conditions stated in the Program Addendum, as if set out herein. In case of a conflict between this Agreement and any Program Addendum, this Agreement shall control. Each Program Addendum shall constitute a separate and independent contract between the parties and may have a term shorter than this Agreement.

WHEREAS, Facility owns and operates a business and has a commitment to training students.

WHEREAS, University has established and sponsors certain accredited programs for students and seeks to educate students by providing and coordinating educational and clinical practice sites for qualified students ("Students") and,

WHEREAS, the Parties recognize that they have certain objectives in common to educate and train students in particular fields as identified in the Program Addendum and seek to provide clinical and educational experiences for Students enrolled in the University's undergraduate and graduate programs by utilizing the Facility for said purposes.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 – TERM AND TERMINATION

- (1) This Agreement shall commence on the Effective Date and shall be in full force and effect for three (3) years, unless sooner terminated by mutual consent of the Parties, or by any Party hereto giving the other Party written notice of termination in accordance with the Terms of this Agreement. This Agreement shall automatically renew for two successive one (1) year periods, unless earlier terminated by either Party.
- (2) Either Party may terminate this Agreement without cause at any time upon sixty (60) days written notice to the other Party.
- (3) Notwithstanding any automatic renewal, this Agreement shall automatically terminate five (5) years from its Effective Date.
- (4) In the event that either Party terminates this Agreement, the Parties agree that no termination shall be effective with regard to Students currently participating or enrolled in an ongoing clinical education experience until such Students are allowed to complete any previously scheduled clinical assignments then in progress at Facility. In such an event, all applicable provisions of this Agreement shall remain in force until the end of the clinical education experience.
- (5) The University may terminate this Agreement effective upon delivery of written notice to the Facility, or at such later date as may be stated in the notice, if any license, permit, certificate or accreditation required of Facility by law, rule or regulation, or by the terms of this Agreement, is for any reason denied, removed, suspended, or not renewed.

ARTICLE 2 – RESPONSIBILITIES OF UNIVERSITY

University shall:

- (1) Appoint a Program Liaison and timely inform Facility of the name, address, email address and phone number of said Program Liaison who will be available to assist Students and Facility personnel. The Program Liaison will be responsible for maintaining ongoing contact with Facility's designated representative.
- (2) Provide the educational direction of the Program as well as the placement and basic preparation of Students through classroom instruction and identification of educational and clinical objectives. University shall further direct the Program in accordance with all guidelines established by local, state or national associations, as well as develop, organize, and assist Facility in implementing and operating a Program that is suitable to each Student, including Students with disabilities.
- (3) Obtain from Facility the name, address, email address and phone number of Facility's designated representative and acquaint Facility's designated representative with methods, objectives, goals, and specifics of the Program as outlined in the Program Addendum.
- (4) Ensure that each Student assigned to Facility pursuant to this Agreement is enrolled in the Program with the University.
- (5) Recruit, screen, evaluate, select and assign to Facility only Students who have fulfilled all prerequisites for training or clinical educational experience and provide Facility with information requested by Facility about the Student, to the extent not prohibited by the Family Educational Rights and Privacy Act (FERPA), U.S.C. § 1232g; 34 CFR Part 99, or other applicable state or federal law. Facility is not authorized to redisclose any FERPA or other protected information.
- (6) If required by Facility, University shall notify students of Facility's requirements to obtain the necessary criminal background check prior to assignment, but University shall not be required to conduct drug testing or criminal background checks for students. The University shall instruct students to either Facility's approved vendor(s) or to a third party vendor at Student's sole cost and expense for the purposes of performing drug testing, health care and criminal background checks. All results will be submitted by the vendor to the Facility without involvement by the University.
- (7) Coordinate with Facility to determine the number of Students to be placed at Facility, the duration of such placement/assignment; the number of hours the Facilities will be available and assign only the number of Students mutually agreed upon by Facility and University. University will notify Facility as soon as possible of the names and arrival dates of Students.
- (8) To the extent applicable to the Program Addendum and required by Facility, require that Students and faculty who participate in the Program obtain and provide proof of professional liability insurance coverage in reasonable minimum amounts that are acceptable to Facility as outlined in the Program Addendum attached hereto.
- (9) To the extent applicable to the program, inform Students of Facility's immunization and vaccination requirements, Occupational Safety and Health Administration ("OSHA") blood borne pathogen and tuberculosis training, prevention, and post-exposure treatment.
- (10) Inform Students of their obligation to provide transportation, appropriate supplies, uniforms and health insurance, as applicable.
- (11) Inform Students of their responsibility to adhere to all applicable administrative policies, rules, standards, schedules, and practices of Facility and University, and attend orientation as applicable.
- (12) Inform Students and Faculty members who are supervising Students about their obligation to maintain confidentiality of all Facility matters, proceedings, and information to the extent required by law, including, but not limited to client records and information. This confidentiality provision shall survive termination of this Agreement.

- (13) Upon notice, inform Facility of any adverse circumstances to which Facility may be exposed because of the activities or health status, including the mental health status, of a Student.
- (14) Upon notice, notify Facility of any complaint, claim, investigation, involving a Student, faculty or Facility representative or employee that is related to the educational or clinical experiences provided under this Agreement, to the extent permitted by law.
- (15) Accept the overall responsibility for the education, evaluation, qualifications, and competency development of each Student and be solely responsible for the determination of a grade representative of the Student's performance in the placement using the evaluation and observation of the Facility Liaison as well as other objectives identified by the University.

ARTICLE 3 – RESPONSIBILITIES OF FACILITY

Facility shall:

- (1) Designate a qualified Facility Liaison and timely inform University of the name, address, email address and phone number of said Facility Liaison who will be available to assist University personnel and Students of the Program. The Facility Liaison will be responsible for maintaining ongoing contact with University's designated representative and providing instruction and supervision of the Students based in the Facility.
- (2) Provide facilities necessary to support the Program(s) for the training and qualifying of Students in the Program as identified in the Program Addendum; provide a supervised learning experience for Students in accordance with agreed upon learning objectives, skill development areas, learning experiences, and intended learning outcomes.
- (3) Provide University's Program Liaison (or other designee) and Students, as necessary, with periodic performance information and tender a end-of-semester evaluation for Students.
- (4) Immediately report any unsatisfactory conduct or performance of a Student to the University's Program Liaison.
- (5) Permit designated faculty members the right to visit with Students and Facility liaisons/supervisors at Facility regarding the progress of Students participating in the Program at Facility.
- (6) Provide Students with essential conditions and materials for their work (including safety equipment as necessary), including direct supervision, space, privacy, participation in appropriate activities, access to conference rooms for student education, office space for Program Liaisons, locker rooms or other secure space for faculty and students to store materials while on assignment, access to libraries and cafeteria (subject to any applicable fees or charges as are customarily charged to any other person), technological supports and, reimbursements for work-related expenses, where applicable.
- (7) Provide an atmosphere for learning that is supportive and free of discrimination based, on race, color, national origin, religion, gender, age, disability, gender identity or sexual preference.
- (8) Provide Students with information regarding policies and procedures of Facility, and with orientation experiences to ensure that Students will be able to meet the requirement of Facility.
- (9) To the extent possible, provide Students with initial emergency care in case of accidents.
- (10) Timely notify University of any complaint, claim, investigation, involving a Student, faculty or Facility representative or employee that is related to the educational or clinical experiences provided under this Agreement. Facility shall further have the right to request immediate removal of any student from its premises upon a determination by the administrator in charge that the Student poses a threat to the health, safety or welfare of Facility's patients, clients or personnel or to the orderly business function of the Facility. Facility has no authority to remove a student from a Program.
- (11) Notify University timely if Facility's license, permit or accreditation is revoked or in jeopardy to allow for students to be timely placed in other facilities.

ARTICLE 4 – RESPONSIBILITIES OF THE PARTIES

The Parties mutually agree that:

- (1) University and Facility will work together to select and assign learning experiences for Students, and will further provide for teaching, evaluation, overall supervision, and record keeping of Students.
- (2) University and Facility will consult as necessary to ensure that the Program meets acceptable standards of care and provides Students participating in the Program with the necessary clinical and educational training to successfully meet the requirements for the degree program for which the Students are enrolled.
- (3) University and Facility will meet as necessary to discuss issues of mutual concern and to make such suggestions and changes as are needed to achieve the objectives of the program.
- (4) Neither Party's Students nor personnel shall be considered employees, agents, borrowed servants, partners, or joint ventures of the other Party. Nothing herein shall be construed to create a joint venture, partnership, association or like relationship between the parties. Neither Party will assume any liability under any law relating to Workers' Compensation for the other Party's employees or students performing under this Agreement. Students and faculty of University shall not be entitled to any monetary or other remuneration for services performed by them at the Facility arising out of their participation under this Agreement, nor will Facility or University have a monetary obligation to one another by virtue of this Agreement. Nothing in this Agreement is to be construed as transferring responsibility from one Party to another.
- (5) Facility is not responsible for wages, social security taxes, medical insurance, hospitalization insurance, or workers' compensation insurance for Students. In the event a Student should, independent of this Agreement, be employed by Facility, this section and the preceding section shall not apply during the hours in which such Student is performing services as an employee of Facility.
- (6) In the event of any dispute arising under or relating to this Agreement, the Parties shall make a good faith attempt to resolve such dispute by mediation on such terms as the Parties find acceptable. Each Party shall bear the costs of its own legal fees and expenses.
- (7) If any situation arises that may threaten a Student's successful completion of the placement, the parties will discuss and attempt to reach a mutual agreement with the Student regarding options for completing, rescheduling or cancelling the placement.
- (8) In the event a student of University member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the student, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the University of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation.
- ~~(9) Facility agrees to indemnify University, its affiliates, and their respective officers, directors, employees and agents against and hold the same harmless from any claims, demands, causes of action, liabilities, costs, damages, expenses, and attorneys' fees asserted or adjudged against or incurred by University resulting from breach by the Facility of any provisions of this Agreement, including negligence in performing its obligations under this Agreement arising directly or indirectly, in contract or tort, out of the acts or omissions of its employees, directors, officers, subcontractors or agents.~~
- ~~(10) To the extent authorized by the Constitution and the laws of the State of Texas, University agrees to indemnify Facility, its affiliates, and their respective officers, directors, employees and agents against and hold the same harmless from any claims, demands, causes of action, liabilities, costs, damages, asserted or adjudged against or incurred by Facility resulting from breach by the University of any provisions of this Agreement, including negligence in performing its obligations under this Agreement arising directly or indirectly, out of the acts or omissions of staff or faculty. Nothing in this Agreement extends the University's liability beyond the liability or authority provided in the Constitution and laws of the State of Texas. The Parties understand that there are constitutional and statutory limitations on the authority of University to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions~~

~~related to liens on University's property, disclaimers and limitations on warranties, disclaimers and limitations of liability for damages, waivers, disclaimers and limitations of legal rights, remedies, requirements and processes, limitations of periods to bring legal actions/ granting control of litigation or settlement to another party, liability for acts or omissions of third parties, payment of attorneys' fees, dispute resolution, indemnities, and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on University except to the extent authorized by the Constitution and laws of the State of Texas.~~

- (11) There shall be no unlawful discrimination in either the selection of Students for the Program or as to any aspect of their training or clinical educational experience on the basis of race, color, national origin, religion, gender, age, veteran status, gender identity, sexual orientation, political affiliation or disability. In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

ARTICLE 5 – GENERAL PROVISIONS

- (1) The Parties agree that this Agreement will be construed by the laws of the State of Texas.
- (2) In the event that legislation is enacted or regulations are promulgated or a decision of a court or administrative tribunal is rendered which affects or may affect the legality of this Agreement or adversely affect the ability of either Party to perform its obligations or receive the benefits intended hereunder, then, within thirty (30) days following notice, each party will negotiate in good faith an amendment to this Agreement which will carry out the original intention of the Parties to the extent possible in light of such legislation, regulation or decision, and each Party will execute such amendment. In the event that the parties cannot reach agreement on the terms and provisions of any such amendment within sixty (60) days following notice provided in this paragraph, this Agreement may be terminated upon not less than thirty (30) days' prior written notice of termination.
- (3) The Parties agree not to use the other Party's name, likeness, images in any advertising, promotional material, press release, publication, public announcement or other media, oral or written, without the written consent of the other Party.
- (4) The terms and conditions of this Agreement may be modified only upon mutual written consent of the Parties at any time.
- (5) Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

FACILITY:

Austin Cecil Walkes, MD

Director, Jefferson County Health Department

1295 Pearl St., Beaumont, TX 77701

UNIVERSITY:

Lamar University

Dean, College of Education

4400 MLK Parkway

Beaumont, Texas 77710

Email: rspina@lamar.edu

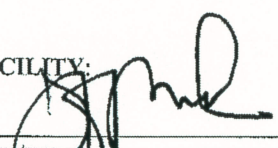
- (6) Neither Party may assign any rights or obligations under this Agreement without prior written consent of the other Party. However, nothing herein prevents any Party from entering into other agreements and affiliations.
- (7) Each Party represents that the execution of this Agreement has been duly authorized.
- (8) If any part of this Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or University or Facility policies, that part of this Agreement shall be reformed, if

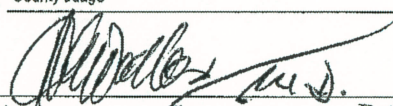
reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonable possible.

- (9) No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any other provision, unless in writing. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- (10) Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
- (11) This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third Party beneficiary status or rights in any third Party, and no such third Party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- (12) This Agreement shall bind and benefit the respective Parties and their legal successors.
- (13) This Agreement shall constitute the complete understanding of the Parties related to the subject matter contained herein and supersedes all prior agreements, proposals, or understandings, whether written or oral.

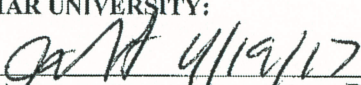
IN WITNESS THEREOF, this Agreement, in multiple originals, each of equal force, has been executed on behalf of the Parties hereto as follows:

FACILITY:

Signature  Date _____
 Printed Name: Jeff R. Branick
 Title: County Judge

Signature  Date _____
 Printed Name: Austin Cecil Walkes, MD
 Title: DIRECTOR, JEFFERSON COUNTY
 PUBLIC HEALTH DEPARTMENT

LAMAR UNIVERSITY:

Signature  Date 4/19/17
 Printed Name: Dr. James Marquart
 Title: Provost & VP

Signature _____ Date _____
 Printed Name: _____
 Title: _____

Note: Modification of This Form Requires Written Approval of the Office of General Counsel



LAMAR UNIVERSITY

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM

PROGRAM ADDENDUM

to

MASTER CLINICAL AFFILIATION AGREEMENT

BETWEEN

LAMAR UNIVERSITY

AND

Jefferson County Health Department

WHEREAS, Lamar University, an institution of higher education in the State of Texas and a component of The Texas State University System, ("University"), which is located at 4400 S. MLK Parkway, Beaumont, Texas 77710 and Jefferson County Health Department (Facility"), which is located at 1295 Pearl Street, Beaumont, Texas 77701, executed an Affiliation Agreement effective on August 28, 2017. University and Facility shall be known collectively as "the Parties" and singularly as "a Party" or "the Party."

WHEREAS, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's Practicum and Internship Site for Clinical Mental Health Students With educational and clinical experience utilizing the personnel, equipment and facilities of Facility.

NOW THEREFORE, subject to the terms, conditions and provisions of such Affiliation Agreement, the Parties agree as follows:

PROGRAM

Facility is a business engaged in Public Health Department, Providing Medical Treatment for Jefferson County Residents

University has established and sponsors a _____ program for students and seeks to educate students by providing and coordinating educational and clinical practice sites for qualified students for the completion of the training offered by the University, subject to applicable accreditation standards and regulations.

The University's Clinical Mental Health program is a (choose one below):
 _____ -year program Approx 36 -month program
 designed to Prepare students for Clinical Mental Health Counseling . The CMHC program requires completion of a supervised practicum.

Standards for the CMHC program include those outlined by the Council for the Accreditation of Counseling and Related Education Programs (CACREP)

ADDITIONAL REQUIREMENTS FOR THE PROGRAM

Insurance: The University will require its Students and faculty involved in the performance of the Affiliation Agreement to maintain professional liability insurance or self-insurance covering their activities under this Agreement. Prior to each Student's assignment to Facility, the University will furnish Facility with evidence that each Student and faculty member/representative has in effect professional liability insurance coverage of not less than \$1,000,000 per incident and \$3,000,000 in the aggregate. The University will issue the Facility certificates of insurance as evidence that Students and faculty have current professional liability insurance and will be kept current while such person is assigned to the Facility. University will inform Facility immediately of each renewal, cancellation or change in the content or amount of such coverage.

☐ This section regarding insurance is not applicable to the Program identified above.

Immunizations: The University will inform Students of Facility's immunization and vaccination requirements and notify all Students participating in clinical education experiences involving patient contact or exposure to patient their obligation to comply with immunization requirements.

☐ This section regarding immunizations is not applicable to the Program identified above.

Protected Health Information and the Health Insurance Portability and Accountability Act: The University shall advise faculty and Students of the requirement to sign a Health Insurance Portability and Accountability Act ("HIPAA") agreement for the Facility. Students and faculty agree not to use or disclose Protected Health Information of Facility's clients (hereinafter referred to as "PHI") obtained during the course of its work, other than for purposes of (a) performing duties under this agreement, (b) management and administration of University, but only when such would not violate HIPAA or any other federal or state law, or (c) carrying out legal responsibilities of University. University represents to Facility that it has implemented what it considers to be appropriate safeguards to protect such PHI and that such safeguards comply with HIPAA and any other similar law intended to protect the confidentiality of PHI. University will immediately report to Facility any use or disclosure of such PHI not authorized by this Agreement and assist in mitigating any harmful effects cause by violations of these provisions of which University has knowledge. University agrees that any material violation of these confidentiality provisions entitles Facility to terminate this Agreement immediately upon written or other notice.

☐ This section regarding PHI/HIPAA is not applicable to the Program identified above.

Infection Control: The University shall provide to Facility evidence of current tuberculosis screening prior to any representative or Student providing services to Facility under the terms of the Affiliation Agreement. University shall be responsible for notifying all employees or Students performing under the Affiliation Agreement of any on-going screening requirements for tuberculosis and maintain adequate records of current tuberculosis screens pursuant to guidelines established by law. If Facility suspects that faculty or Students providing services under this Agreement have been exposed to or have a positive screening for a communicable disease, Facility must respond according to the current CDC guidelines and keep documentation of the action taken. Facility will conduct and document a reassessment of the risk classification. Facility will conduct and document subsequent screening based upon the reassessed risk classification.

☐ This section regarding infection control is not applicable to the Program identified above.

Criminal Background Check/Drug Testing: University will inform Students and faculty of Facility's requirements to obtain the necessary criminal background check/drug testing prior to assignment, but University shall not be required to conduct drug testing or criminal background checks for students. The University shall instruct students to either Facility's approved vendor(s) or to a third party vendor at Student's sole cost and expense for the purposes of performing drug testing, health care and criminal background checks. All results will be submitted by the vendor to the Facility without involvement by the University.

☐ This section regarding background checks is not applicable to the Program identified above.

Screening: The University shall screen its faculty and Students performing under the Affiliation Agreement to ensure that none are ineligible to participate in federal or state healthcare programs. If during the term of the Affiliation Agreement anyone becomes an Ineligible Person, University will immediately notify Facility.

☐ This section regarding screening is not applicable to the Program identified above.

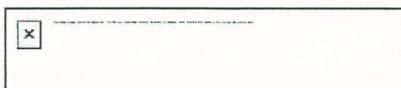
Other: _____

**AGENDA ITEM****May 22, 2017**

Approve ratification of the County Judge's execution of Global Sign Internet security certificate for Jefferson County e-filing.

Jeff Ross

From: Johannisberg Poral <johannisberg.poral@globalsign.com>
Sent: Wednesday, May 17, 2017 11:06 AM
To: jbranick@co.jefferson.tx.us
Cc: matthew.greene@globalsign.com; johannisberg.poral@globalsign.com; vetting-us@globalsign.com
Subject: For Signing: Extended Certificate Request And Subscriber Agreement for www.co.jefferson.tx.us [ref:_00D20BO9n_5000O1Ao2gu:ref]

**GlobalSign EV Documents**

Dear Jeff Ross,

Thank you for your order of a Extended Validated Certificate.

GlobalSign is a Certificate Authority that issues trusted Digital Certificates. In order to maintain the status of a Certificate Authority, we need to comply with the Baseline Requirements and the EV Guidelines from the CAB Forum. The EV Guidelines can be found here: https://cabforum.org/wp-content/uploads/EV-V1_6_0.pdf

As part of our verification procedure, we must ask you to send us back the following signed documents (in this email):

- Certificate Request
- Subscriber Agreement

Please print out this email, sign it with a handwritten signature, and return the completed form by responding and attaching it to this email or via fax to +1 603-570-7059.

Please check the information is correct, and if all is correct please sign and date. May I ask you to please return the signed documents as an attachment to this email?

Please note that the information contained in the Request Form and Subscriber Agreement is verified information that we have found in our sources. If you would like to request any changes to be made we may need to ask for additional documents or proof to be able to amend the details. Please do not amend anything on the form manually, simply contact us and we can discuss the best way to move forward.

We are sorry for any inconvenience that this causes and if you have any further questions please do not hesitate to contact us.

We look forward to hearing from you shortly. Thank you again for choosing GlobalSign, we appreciate your business.

Johannisberg Poral

Client Services Vetting Team

US: 1-877-775-4562 | EU: +44 1622 766 766

Certificate Request for CEEV1703072972 (Information marked with * will be present in your certificate when filled in)

Common Name*	www.co.jefferson.tx.us		
Terms	731 days	Business Category*	GE
Organization Name*	Jefferson County		
Jurisdiction Information			
Jurisdiction Country*	US		
JurisdictionState/Province*	Texas		
Jurisdiction Locality*			
Incorporation agencyRegistration number*	1836		
Place of Business Information			
Street*	1149 Pearl Street Ste 301		
ZIP Code*	77701		
	L : Beaumont		
City, State/Province, Country*	S: TX		
	C: us		
Business Assumed Name			
Contract Requestor			
First Name	Jeff	Surname	Ross
Phone Number	409-835-8447	E-mail Address	ross@co.jefferson.tx.us
Certificate Approver			
First Name	Jeff	Surname	Branick
Phone Number	409-835-8447	E-mail Address	jbranick@co.jefferson.tx.us
Contract Signer			
First Name	Jeff	Surname	Branick
Phone Number	409-835-8447	E-mail Address	jbranick@co.jefferson.tx.us
CSR			

I, Jeff Ross request a GlobalSign ExtendedSSL certificate on behalf of Jefferson County.

I hereby confirm that I am either employed by the Organization or that I am an authorized agent who has the express authority to represent the Organization or that I am a third party acting on behalf of the Organization. I also confirm that I have the approval of the Certificate approver to request a certificate on behalf of the above organization

Date: 5-18-17

Organization: Jefferson County

Signature: [Signature]

GlobalSign Subscriber Agreement – Digital Certificates and Services Version 3.6

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE DIGITAL CERTIFICATE ISSUED TO YOU OR YOUR ORGANIZATION. BY APPLYING FOR A DIGITAL CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY CANCEL THE ORDER WITHIN 7 DAYS OF THE APPLICATION FOR A FULL REFUND. IF YOU HAVE PROBLEMS UNDERSTANDING THIS AGREEMENT, E-MAIL US AT legal@globalsign.com

This GlobalSign Subscriber Agreement ("Agreement") is effective as of the date of the application for the Extended SSL Digital Certificate, EV Codesigning Certificate and MSSL EV profile (EV products) (the "Effective Date") between GMO GlobalSign Inc. Two International Drive, Suite 150, Portsmouth, New Hampshire 03801 ("GlobalSign"), and the applicant receiving the Digital Certificate ("Subscriber").

Subscriber:

Name: Jeff Branick ,

Organization and PAR number: PAR130220 - Jefferson County

Address: 1149 Pearl Street Ste 301, 77701, L : Beaumont

S: TX

C: us

The GlobalSign Subscriber Agreement - Digital Certificates and Services Version 3.6 can be found on the GlobalSign repository at <https://www.globalsign.com/repository> and is incorporated by reference in its entirety.

Contract Signer's Warranty

By signing this Subscriber Agreement Acceptance Form, the Contract Signer acknowledges that s/he has the authority to obtain the digital equivalent of a company stamp, seal, or (where applicable) officer's signature to establish the authenticity of the company's software or the company's website, and that the Applicant is responsible for all uses of its EV Certificates.

By signing this Subscriber Agreement Acceptance Form on behalf of Subscriber, the Contract Signer represents that the Contract Signer:

- is acting as an authorized representative of the Subscriber; and
- is expressly authorized by the Subscriber to sign Subscriber Agreements and approve EV Certificate requests on the Subscriber's behalf; and
- has confirmed the Subscriber's right to use the domain(s) to be included in EV Certificates.

Pre-authorization of the Certificate Approver

Name of the Certificate Approver: Jeff Branick

By signing this Subscriber Agreement Acceptance Form, the Contract Signer confirms that the Certificate Approver is expressly authorized by the Subscriber to do the following, as of the date of this Subscriber Agreement Acceptance Form (this will be referred to as the "EV Authority"):

- Submit, and, if applicable, authorize a Certificate Requester to submit, the EV Certificate Request on behalf of the Applicant; and
- Provide, and, if applicable, authorize a Certificate Requester to provide, the information requested from the Applicant by the CA for issuance of the EV Certificate; and
- Approve EV Certificate Requests submitted by a Certificate Requester.

When approving orders for certificates the Certificate Approver will be authenticated by use of a suitable challenge response such as, logging into an account with the username and password or contacting the Certificate Approver by phone or mail at a verified phone number or address for the Applicant and obtaining oral or written confirmation that the Certificate Approver has reviewed and approved the EV Certificate Request.

The Contract Signer confirms that the Certificate Approver has EV Authority until this authority is revoked by the Subscriber. If the EV Authority is revoked, the Subscriber must notify GlobalSign in writing through any of our International offices immediately. Our International offices are listed on <http://www.globalsign.com/company/contact.htm>.

The Contract Signer represents that

- upon execution of this Subscriber Agreement Acceptance Form, the Applicant will be bound by all of its terms and conditions;
- by signing the Subscriber Agreement Acceptance Form, GlobalSign and the Applicant are entering into a legally valid and enforceable Subscriber Agreement that creates extensive obligations on Applicant,
- an EV Certificate serves as a form of digital identity for Applicant,
- there are serious consequences attached to the misuse of an EV Certificate, and
- the loss or misuse of this identity can result in great harm to the Applicant.

The Contract Signer confirms that the Applicant is obligated for all EV Certificates issued at the request of, or approved by the Certificate Approver.

Date:

Name: Jeff Branick

Organization: BAR 160920 - Jefferson County

Signature:

ref:_00D20BO9n_5000O1Ao2gu:ref



Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

May 11, 2017

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of April 30, 2017, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.527%. The interest rate on funds invested in an investment account at Wells Fargo is currently .10%.

The 90 day Treasury interest rate on April 30, 2017 was 0.803% and the interest on your checking accounts for the month of April was .10%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda May 22, 2017, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for April, 2017,
 including the year to date total earnings on County funds.

**JEFFERSON COUNTY
MONTH END APRIL 30, 2017 INVESTMENT SCHEDULE**

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
APRIL, 2017, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED																
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Apr-17	\$7,730.64	\$7,730.64		100	0.100%	30-Apr-17	NONE	30	30	7580310386	WELLS FARGO	\$7,730.64			\$7,730.64
CDs and Securities																
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00		100	1.375%	21-Jun-19	21-Dec-16		1095	3136G3RD9	WELLS SECURITIES	\$1,994,180.00			\$2,004,110.56
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00		100	1.400%	21-Jun-19	21-Dec-16		1095	3136G3RM9	NATIONAL ALLIANCE	\$1,983,640.00			\$1,993,751.11
FHLMC 1.25%	30-Sep-16	\$2,000,000.00	\$2,000,000.00		100	1.250%	30-Sep-19	30-Mar-16		1085	3134GAHW7	NATIONAL ALLIANCE	\$1,974,300.00			\$1,976,452.78
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00		100	1.300%	18-Oct-19	18-Jan-17		1095	3134GAPF5	NATIONAL ALLIANCE	\$1,977,020.00			\$1,977,958.89
FHLMC 1.30%	23-Aug-16	\$4,000,000.00	\$4,000,000.00		100	1.300%	23-Aug-19	23-Jan-17		1085	3134GAAT1	COASTAL SECURITIES	\$3,978,600.00			\$3,988,422.22
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00		100	1.550%	27-Dec-19	27-Jun-17		971	3136G4JK0	NATIONAL ALLIANCE	\$1,993,980.00			\$2,004,657.78
FNMA 1.75%	30-Dec-16	\$2,000,000.00	\$2,000,000.00		100	1.750%	30-Dec-19	30-Jun-17		974	3136G4KJ1	NATIONAL ALLIANCE	\$2,000,260.00			\$2,012,023.89
FHLMC 1.80%	28-Feb-17	\$2,000,000.00	\$2,000,000.00		100	1.800%	28-Feb-20	28-Aug-17		1034	3134GAVS0	COASTAL SECURITIES	\$2,000,200.00			\$2,006,500.00
FHLMC 1.90%	30-Mar-17	\$2,000,000.00	\$2,000,000.00		100	1.900%	30-Mar-20	13-Sep-17		1065	3134GBAN2	NATIONAL ALLIANCE	\$2,000,400.00			\$2,455,855.50
I CD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00		100	1.350%	12-Feb-19	None		653	05580ADT8	WELLS SECURITIES	\$248,000.00			\$248,706.29
I CD-Discover Bk 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87		100	1.600%	13-Nov-18	None		562	254672WL8	WELLS SECURITIES	\$248,000.00			\$249,826.37
I CD-Aily Bank 1.80%*	13-Nov-15	\$248,000.00	\$248,010.87		100	1.600%	13-Nov-18	None		562	02006LVC3	WELLS SECURITIES	\$248,000.00			\$249,826.37
I CD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21		100	1.650%	13-Nov-18	None		562	3814BJZ53	WELLS SECURITIES	\$248,000.00			\$249,883.44
* (Investment CDs)																
		TOTAL PAR	AMT. INVESTED	WEIGHTED AVG. YLD		EQUIVALENT TREAS. RATE	WEIGHTED AVG.		MATURITY		TOTAL MARKET VALUE	TOTAL BOOK VALUE				
INVESTMENT ACCT		\$7,730.64	\$7,730.64	1.527%		1.337%	909		DAYS		\$7,730.64	\$23,429,378.06				
CDs and Securities		\$23,442,000.00	\$23,442,032.95	1.527%		1.337%	909		DAYS		\$23,352,286.14					
TOTALS ALL ACCTS:		\$23,449,730.64	\$23,449,763.59								\$23,352,286.14					
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS AS OF APRIL 30, 2017																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act																
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
John Lamm Rose																
Tim Finckless, Jefferson County Investment Officer																
MARKET VALUE OF PLEDGE SECURITIES																
\$108,918,130.14																
BALANCE IN ALL ACCOUNTS:																
\$87,933,056.70																
OVER OR (UNDER) AMOUNT:																
\$20,985,073.44																
123.86%																
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Mar-17	\$7,730.64	\$7,730.64		0.100%	30-Apr-17			30	7580310386	WELLS FARGO	\$0.57				
FHLMC 1.75%	27-Jan-17	\$2,000,000.00	\$2,000,000.00		100	1.750%	27-Jan-20	27-Apr-17		1085	3134GAJ21	COASTAL SECURITIES	\$6,750.00			CALED
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00		100	1.300%	18-Oct-19	18-Apr-17		1095	3134GAPF5	NATIONAL ALLIANCE	\$13,000.00			COUPON
CHECKING INTEREST																
POOLED CASH ACCT																
APRIL INTEREST																
APRIL INTEREST																
TAX LICENSE ACCT																
MARCH INTEREST																
TOTAL	6/11/2017	\$4,007,730.64	\$4,007,730.64									\$27,640.73			\$27,640.73	

Tim Finches, Jefferson County Investment Officer

FISCAL YEAR 2016-2017			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.366%	\$3,646.03	0.100%
NOVEMBER	0.480%	\$23,545.66	0.100%
DECEMBER	0.500%	\$32,407.80	0.100%
JANUARY	0.523%	\$7,122.83	0.100%
FEBRUARY	0.523%	\$35,883.57	0.100%
MARCH	0.769%	\$19,840.96	0.100%
APRIL	0.803%	\$27,640.73	0.100%
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 150,087.58	

IN RE ALL CASES FILED
IN THE 252ND JUDICIAL DISTRICT COURT
OF JEFFERSON COUNTY, TEXAS

LOCAL RULES GOVERNING
ELECTRONIC FILING IN CRIMINAL CASES
FOR THE 252ND JUDICIAL DISTRICT COURT
OF JEFFERSON COUNTY, TEXAS

IT IS ORDERED THAT:

Scope:

1. All cases filed in the 252ND Judicial District Court of Jefferson County, Texas shall be, and they are designated E-File cases in accordance with the Texas Supreme Court Order of October 1, 2015 under Misc. Docket No. 15-9205 beginning on **June 5, 2017** for all cases EXCEPT cases where defendant is pro se, which shall not be designated E-File cases.
- 1.1 All documents will be filed through EfileTexas.gov.

Documents to be Filed:

2. All filings by the parties shall be electronically filed with the following exceptions:
 - a) charging instruments;
 - b) documents filed under seal or presented to the court in camera; and
 - c) documents to which access is otherwise restricted by these rules, law or court order.
- 2.1 *Discovery:* only the certificates of discovery need be electronically filed, which consist of the serving of discovery requests and the serving of responses. Neither the requests nor the answers or production of documents shall be electronically filed.
- 2.2 *Medical and Mental Health Records:* If medical or mental health records have been subpoenaed or obtained with an affidavit or authorization for use at a hearing or trial of a matter, such records shall not be filed electronically. A party wishing to use such records need only file a Notice of Intent to Use Medical/Mental Health Records along with the business record affidavit. Medical and Mental Health records are not to be electronically filed with the clerk.

Documents containing Signatures:

3. A document that is electronically served, filed, or issued by a court or clerk is considered signed if the document includes;
 - a) a "/s/" and name typed in the space where the signature would otherwise appear, unless the document is notarized or sworn; or
 - b) an electronic image or scanned image of the signature.
- 3.1 If a paper document must be notarized, sworn to, or made under oath, the filer may electronically file the paper document as a scanned image containing the necessary signature(s).
- 3.2 If a paper document requires the signature of an opposing party, the filer may electronically file the paper document as a scanned image containing the opposing party's signature.
- 3.3 These rules do not affect court reporters, exhibits filed in a hearing or trial, or *in camera* documents filed directly with the judge.

Format:

4. An electronically filed document must:
 - a) be in text-searchable portable document (PDF);
 - b) be directly converted to PDF rather than scanned, if possible;
 - c) not be locked;
 - d) otherwise comply with the Technology Standards set by the Judicial Committee on Information Technology and approved by the Supreme Court and the Court of Criminal Appeals; and
 - e) contain the email address of the person electronically filing a document.

Timely Filing:

5. A document is considered timely filed if it is electronically filed at any time before midnight (in the court's time zone) on the day of the filing deadline. An electronically filed document is deemed filed when transmitted to the filing party's electronic filing service provider, except if the document is transmitted on a Saturday, Sunday or legal holiday, it is deemed filed on the next day that is not a Saturday, Sunday or legal holiday.
- 5.1 If a document is untimely filed due to a technical failure or system outage, the filing party may seek appropriate relief from the court as soon as reasonably possible.
- 5.2 Non-conforming documents may be refused by the clerk's office if they fail to conform to these rules. The clerk *may* identify the error to be corrected and state a deadline for the party to resubmit the document in a conforming format.

Service of Documents:

6. Every notice, pleading, plea, motion or other form of request required to be served, except as otherwise expressly provided by these rules, may be served by delivering a copy of the party to be served, or the party's duly authorized agent or attorney of record.
- 6.1 The party or attorney of record shall certify to the court compliance with the rule in writing above the signature on the filed instrument. A certificate by a party or an attorney of record, or the return of the officer, or the affidavit of any other person showing service of a notice shall be prima facie evidence of the fact of service. Nothing herein shall preclude any party from offering proof that the document, notice, or instrument was not received, and upon so finding the court may extend the time for taking the action required of such party or grant such other relief as it deems just.

Sensitive Data Prohibited:

7. An electronic or paper document containing sensitive data may not be filed with a court unless the sensitive data is redacted. Documents containing sensitive data may be filed with a court when the data's inclusion is specifically required by a statute, court rule, or administrative regulation. Sensitive data must be redacted by using the letter "X" in place of each omitted digit or character or by removing the sensitive data in a manner indicating that the data has been redacted. The filing party must retain an unredacted version of the filed document during pendency of the case and any related appellate proceedings filed within three years of the date the judgment is signed.
- 7.1 If an electronic or paper document must contain sensitive data, the filing party must state on the upper left-hand side of the first page in the following form, "NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA." This notice is not required if the only sensitive data contained in the document is exempt from redaction under Texas Rules of Appellate Procedure 9.10.

Obligation of Registered E-File Users:

8. Parties or attorneys who register to use the electronic filing system shall notify the e-filing system and clerk within 10 days of any change in firm name, delivery address, fax number or email address.



HONORABLE RAQUEL WEST

www

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Friday, May 12, 2017 9:18 AM
To: 'Commissioner Arnold'
Cc: Don Rao (drao@co.jefferson.tx.us); 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Commissioner Alfred'; 'Judge Branick'; 'Jody Jannise'; 'Mike Trahan'; 'Mark Redwine'; 'Kenneth Minkins'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us)
Subject: Amended Plat of Franks Addition No.1 Lot 1 & Lot 2
Attachments: Amended Plat of Franks Addition No. 1 Lot 1 & Lot 2 5_12_2017.pdf

Commissioner Arnold ,

Attached is a PDF of Amended Plat of Franks Addition No.1 Lot 1 & Lot 2, being out of a part of Tract 1 and all of Tracts II – III as described in County Clerk's file no. 2016019181 OPRJT out of the Emery Reins Survey Abstract. No 44 , located at the intersection of Reins road and Gentry road in Precinct #1. This plat is within the City of Beaumont ETJ and has been approved by them. I will be placing this plat on the Agenda for Monday, May 22, 2017.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
 Jefferson County Engineering
 1149 Pearl 5th Floor
 Beaumont, TX 77701
 Offc. 409 835-8584
 Fax. 409 835-8718
 email: peped@co.jefferson.tx.us

BEAUMONT

— TEXAS —

May 9, 2017

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
ETJ plats

Dear Mr. Dominguez:

Please see the enclosed plats, Amended Plat of Frank's Addition No. 1, Lots 1 & 2.

If you have any questions or I can be of further assistance, please do not hesitate to contact me.

My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at rrowzee@beaumonttexas.gov.

Thank you.



Raymond Rowzee

Planner I



PLANNING & ZONING

T 409.880.3764

F 409.880.3110

PO Box 3827 | Beaumont, TX 77704

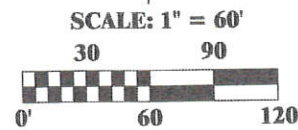
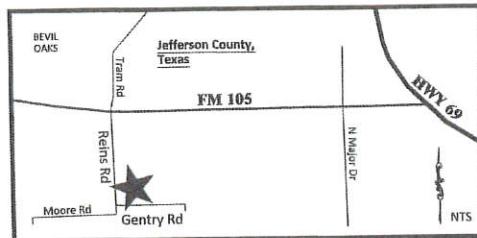
beaumonttexas.gov



Amended Plat of
Franks Addition No. 1
Lot 1 & Lot 2
(CF# 2016032288 OPRJCT)

Being out of and a part of Tract I and all of Tracts
II - III as described in County Clerk's File
No. 2016019181, OPRJCT
Out of the
EMERY RAINS SURVEY
ABSTRACT No. 44
Beaumont, Jefferson County, Texas

Jeff Franks 409-790-0336



Field Note Description

Being a 1.855 acre tract of land out of the Emery Rains Survey, Abstract No. 44, being part of Tract I - Called 1.72 Acres and all of Tract II - Called 0.39 Acres, Tract III - Called 0.40 Acres, tracts of land described in an instrument to Jeff Franks, recorded in Clerk's File No. 2016019181, in the Official Public Records of Jefferson County, Texas, and being all of Lots 1 and 2 of the Franks Addition No. 1, a plat of record in Clerk's File No. 2016032288 of the Official Public Records of Jefferson County, Texas, said 1.855 acre tract being more fully described as follows:

Commencing at a 1/2" capped "Access" Rod set, replacing a found bent 1/2" Rod, for the Northwest corner of that called 3.9901 acre tract of described in an instrument to Jeff Franks, recorded in Clerk's File No. 2016028427 in the Official Public Records of Jefferson County, Texas, and the Northwest corner of Lot 5 of said Franks Addition, and being in the East Right-of-Way line of Reins Road (60' Wide) and being the Northwest corner of the said 3.9901 tract;

Thence S 04°11'33" E along the East Right-of-Way line of Reins Road for a distance of 300.00 feet to a 1/2" Rod found for the Southwest corner of said Lot 5 and the Northwest corner and Point of Beginning for the herein described tract;

Thence N 85°47'38" E (N 88°09' E) along the North line of the herein described tract and the South line of said Lot 5 for a distance of 289.54 feet to a 1/2" Rod found for the Northwest corner of Lot 3 of said Franks Addition and the Northeast corner of the herein described tract;

Thence S 04°14'10" E along the West line of said Lot 3 and the East line of the herein described tract for a distance of 281.56 feet to a 1/2" Rod found for the Southwest corner of said Lot 3, being in the NorthRight-of-Way line of Gentry Road (a public roadway);

Thence S 88°46'55" W (S 88°09' W) along and with the North Right-of-Way of said Gentry Road for a distance of 289.80 feet to a 1/2" capped "Access" Rod found for the Southwest corner of said Tract I, being the intersection of the North Right-of-Way line of said Gentry Road and the East Right-of-Way line of said Reins Road and being the Southwest corner of the herein described tract;

Thence N 04°11'33" W (N 01°51'00" W) along and with the East Right-of-Way line of said Reins Road for a distance of 276.56 feet to the POINT AND PLACE OF BEGINNING, containing 1.855 acres of land, more or less.

Surveyor's Notes:

- (1) All bearings and coordinates are based on the NAD83 Texas State Plane Coordinate System, Texas South Central Zone (4204); all areas and distances are based on surface measurements. Elevations based on NAVD83 datum and referenced to Trimble VRS Network, using GEOID model 12S. Tied to a known NGS Benchmark, Designation THM017, PID DN8169, Elevation = 29.7' (feet).
- (2) No underground utilities or other improvements were located or shown as a part of this survey.
- (3) The Subdivision lies within the Planning Area of the City of Beaumont. As such, Jefferson County construction regulations & standards apply.
- (4) A 5' building setback line applies to the North lines of Lots 1, 2, 3 & 4.

FEMA FLOOD PLAIN NOTE:

Platted parcel(s) of this subdivision lies within the boundaries of Flood Zone X as delineated on the FEMA Flood Insurance Rate Map of Jefferson County, Community Panel # 4808850110C, dated August 6, 2002. FEMA Flood Zone X is described by FEMA as areas determined to be outside 500 year floodplain.

SURVEYOR'S CERTIFICATE:

I, JOE A. MATTOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.

JOE A. MATTOX
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5535

SUBSCRIBED AND SWORN TO BEFORE ME BY JOE A. MATTOX AND GIVEN UNDER MY

HAND AND SEAL OF OFFICE THIS 19th DAY OF April, 2017.

CARRIE BLISS SIMS
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES 06-08-2020



CERTIFICATE OF APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:

APPROVED THIS 10 DAY OF MAY, 2017
BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS

PLANNING COMMISSION CHAIRMAN ATTEST: SECRETARY

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____, County Clerk of Jefferson County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, 20____, at _____ o'clock _____ m., and duly recorded on the _____ day of _____, 20____, at _____ o'clock _____ m., in the Plat Records of Jefferson County, Texas, in Book _____.

Page _____.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

CERTIFICATE OF COUNTY DIRECTOR OF ENGINEERING:

I, _____, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

DIRECTOR OF ENGINEERING

CERTIFICATE OF COUNTY APPROVAL, TO WIT:

STATE OF TEXAS
COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the _____ day of _____, A.D. 20____, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

COMMISSIONER, PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

DEVELOPMENT REGULATIONS NOTES:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

MUNICIPAL/ETJ NOTE:

THIS SUBDIVISION LIES WITHIN THE PLANNING AREA OF THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT.

SCHOOL DISTRICT NOTE:

THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARDIN-JEFFERSON SCHOOL DISTRICT.

UTILITY NOTES:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: EMERGENCY TEXAS, INC.

TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: _____

GAS UTILITY SERVICE WILL BE PROVIDED BY: _____

WATER UTILITY SERVICE WILL BE PROVIDED BY: MEERK MUNICIPAL WATER DISTRICT

SEWER UTILITY SERVICE WILL BE PROVIDED BY: _____

CABLE UTILITY SERVICE WILL BE PROVIDED BY: _____

SEWAGE DISPOSAL NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

INDIVIDUAL WATER SUPPLY NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

WATER SUPPLY NOTES:

MEERK MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION, BUT PROVISIONS HAVE BEEN MADE BY DEVELOPER TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

PIPELINE EASEMENT NOTE:

ALL VISIBLE PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

DRAINAGE EASEMENT NOTE:

ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTION TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

BENCHMARK NOTE:

Benchmark: Shown hereon as iron rods set in concrete, labeled with Texas State Plane coordinates and elevations.

Legend

POB	Point of Beginning	Water Meter
POC	Point of Commencing	Water Valve
(-)	Deed Call	SET 1/2" Rod with Yellow Plastic Cap Stamped "ACCESS SURVEYORS" (unless noted otherwise)
OPRJCT	Official Public Records of Jefferson County, Texas	Point for Corner
DNCT	Deed Records of Jefferson County, Texas	Barbed Wire Fence
CF	County Clerk's File No.	Overhead Electric
	Utility Pole	

On-Site Wastewater Treatment
Minimum Application Area Required for Surface Application Systems

Type of Facility	A _{req} = $\frac{Q}{R}$		Area Required ft ²	Area Required ft ²
	Daily Usage Rate gal/day	Allowable Surface Application Rate gal/in/day		
Usage Rate - Gallons per Day (without water saving devices)	Surface Application Rate gal/in/day	Surface Area Required ft ²	Area Required ft ²	
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	0.035	6428.57	2250.00
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	0.035	8571.43	3000.00
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	0.035	10714.29	3750.00
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	0.035	12857.14	4500.00
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	0.035	15000.00	5250.00

* per TCEQ Chapter 285 On Site Sewage Facilities
** clay type soils

OWNERSHIP CERTIFICATE:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That I, Jeff Franks, owner of 1.855 acres of land out of the Emery Rains Survey, Abstract No. 44, Jefferson County, Texas as conveyed to me by deed dated June 22, 2016, and recorded in County Clerk's File No. 2016019181 and 2016028427, Jefferson County Official Public Records, DO HEREBY SUBDIVIDE 1.855 acres of land out of the Emery Rains Survey, Abstract No. 44, to be known as the Amended Plat of Franks Addition No. 1, Lot 1 and Lot 2, in accordance with the plat shown hereon, subject to any and all easements or restrictions hereto fore granted and do hereby dedicate to the public any streets and easements shown hereon.

WITNESS MY HAND, this 19th day of April, A.D. 2017.

Jeff Franks
JEFF FRANKS, OWNER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared _____ (owner's name) known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of April, A.D. 2017.

CARRIE BLISS SIMS
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Special, May 22, 2017

There being no further business to come before the Court at this time,
same is now here adjourned on this date, May 22, 2017