

*Notice of Meeting and Agenda and Minutes  
May 22, 2017*

**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**

*Notice of Meeting and Agenda and Minutes*  
*May 22, 2017*

**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**

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**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**

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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**

**Notice of Meeting and Agenda and Minutes**  
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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**

*Notice of Meeting and Agenda and Minutes*  
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**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**

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**Jeff R. Branick  
County Judge**



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

### LEGAL NOTICE

#### Advertisement for Invitation for Bids

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, 1<sup>st</sup> Floor  
Beaumont, Texas 77701**

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

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

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

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

A handwritten signature of Deborah L. Clark, which is also printed below it.

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

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### 1. Bid Submission

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

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

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

**All bids shall be tightly sealed in an opaque envelope or box and plainly marked "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

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The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us), Phone: 409-835-8593, regarding any questions or comments. Please reference bid number IFB 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 – 2<sup>nd</sup> Edition (1-999) = 502 total books

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

West Texas Digest – 2<sup>nd</sup> 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

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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:

Address

Brenham, Tx 778 [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-

Phone

Fax

[REDACTED]

E-mail

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

## Acceptance of Offer

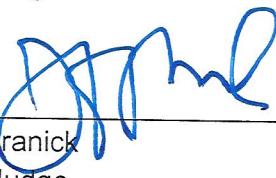
The Offer is hereby accepted for the following items: Sale of Law Books.

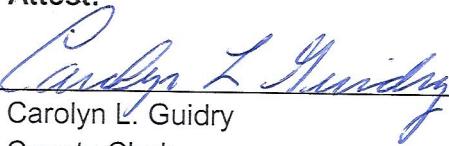
The Contractor is now bound to buy the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

**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

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**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 <sup>nd</sup> 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, 7<sup>th</sup> 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.: I-FB 17-015/5W

Received 2/25/12  
S. J. L. 12

# ATTACHMENT A

## IFB 17-015/JW Sale of Law Books

<b>Judge Baylor Wortham</b>		
<b>Item</b>	<b>Item Description</b>	<b>Bid Amount</b>
1	Southwestern Reporter – 2 <sup>nd</sup> 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-

Phone

Fax

[REDACTED]

E-mail

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

## Acceptance of Offer

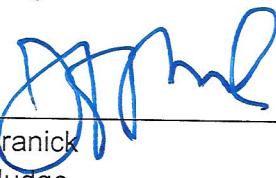
The Offer is hereby accepted for the following items: Sale of Law Books.

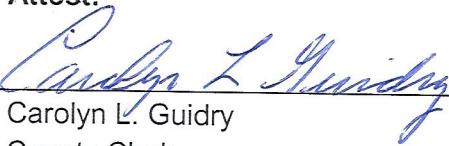
The Contractor is now bound to buy the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

**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

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

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Phone: 409-899-3300

Fax: 409-899-3301

Jefferson County

Commercial Listing concerning \_\_\_\_\_

17.97 acres on Viterbo Road  
Beaumont, TX, 77705**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.

Commercial Listing concerning \_\_\_\_\_

17.97 acres on Viterbo Road  
Beaumont, TX, 77705

(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.

(TAR-1301) 4-1-14

Initialed for Identification by Seller  and Broker/Associate 

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Jefferson County

Commercial Listing concerning

17.97 acres on Viterbo Road  
Beaumont, TX, 77705**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);

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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).

Commercial Listing concerning \_\_\_\_\_

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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.

Commercial Listing concerning \_\_\_\_\_

17.97 acres on Viterbo Road  
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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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Jefferson County

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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.

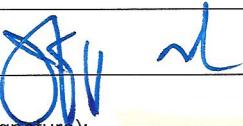
## 21. ADDITIONAL NOTICES:

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 TexasBy: By (signature): Printed Name: Jeff R. BranickTitle: County Judge Date: May 22, 2017Broker: KenWheel, Inc. dba Wheeler  
Broker / Company Name: CommercialLicense No. 579943By (signature): Printed Name: Lee Y. Wheeler, IIITitle: PresidentLicense No. 467055Date: 5-17-17

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

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

ATTEST Patricia L. Murphy  
DATE 5/22/17





## 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 confidential 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.

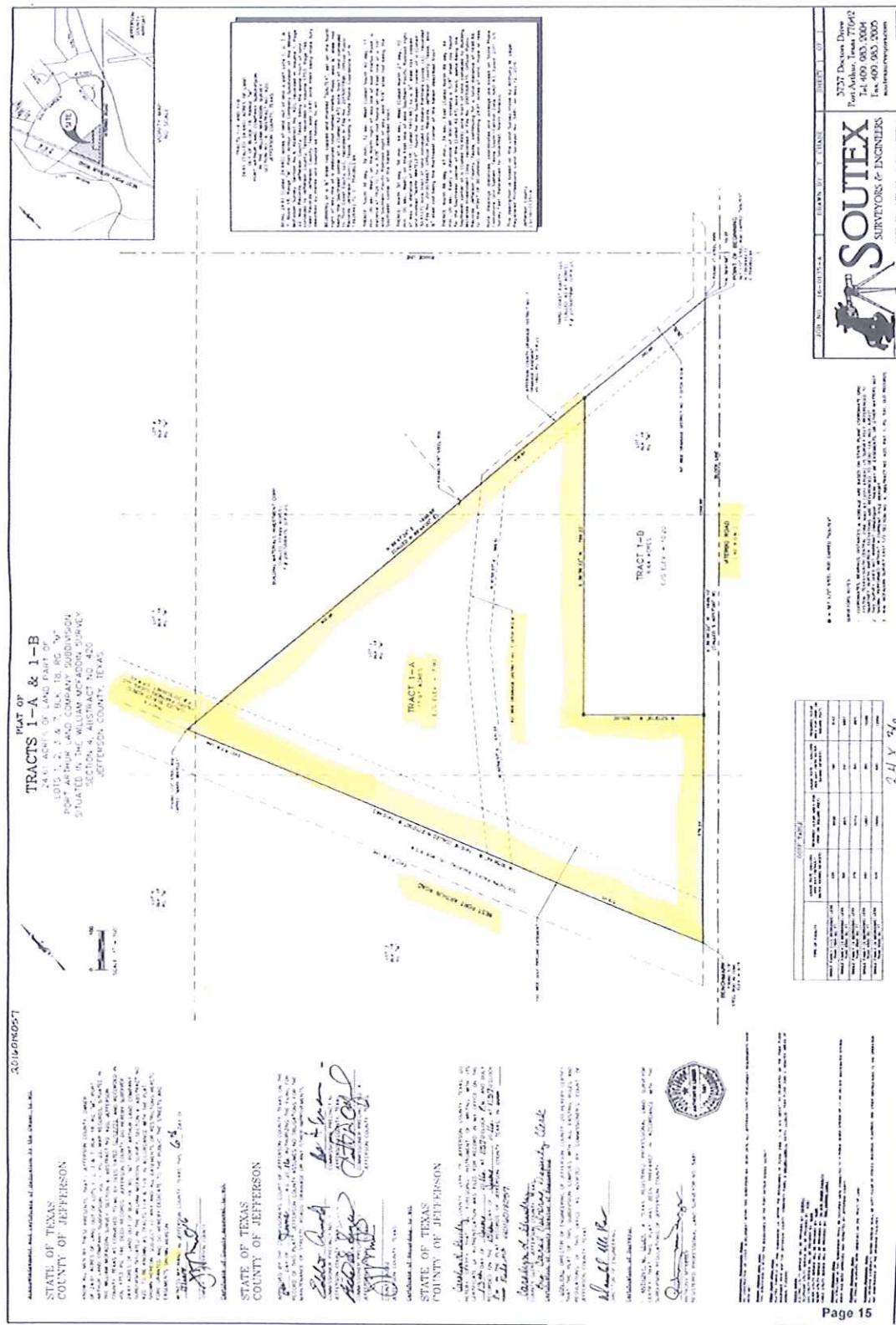
**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

KenWheel, Inc. dba Wheeler Commercial	579943	lwheeler@wheeler-commercial.com	(409)899-3300
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
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/Associate	License No.	Email	Phone
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](http://www.trec.texas.gov)

IABS 1-0 Date



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# Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

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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

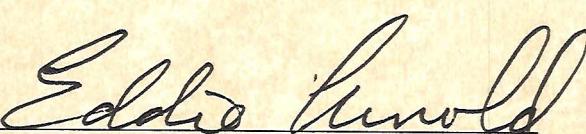
WHEREAS, having made a significant contribution to the Jefferson County Auditor's Office, **Charles Keith Hawkes**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

**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.

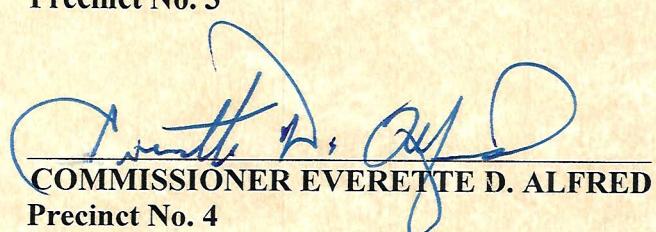
JUDGE JEFF R. BRANICK  
County Judge



  
EDDIE ARNOLD  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

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

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

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

NAME

AMOUNT CHECK NO. TOTAL

35

## JURY FUND

TRI-CITY COFFEE SERVICE

75.60 433862

75.60\*\*

ROAD &amp; BRIDGE PCT.#1

SPIDLE & SPIDLE  
ENTERGY  
M&D SUPPLY  
MUNRO'S  
EDDIE ARNOLD  
COMPLETE PERFORMANCE1,846.80  
92.26  
187.48  
28.65  
881.87  
2,423.04433787  
433814  
433828  
433832  
433902  
433968

5,460.10\*\*

ROAD &amp; BRIDGE PCT.#2

EASTEX RUBBER & GASKET  
MUNRO'S  
RITTER @ HOME  
SETZER HARDWARE, INC.  
TAC - TEXAS ASSN. OF COUNTIES  
VULCAN MATERIALS CO.  
CENTERPOINT ENERGY RESOURCES CORP343.25  
20.00  
41.00  
1.60  
225.00  
2,664.61  
40.95433809  
433832  
433843  
433845  
433855  
433865  
433903

3,336.41\*\*

ROAD &amp; BRIDGE PCT. # 3

AUDILET TRACTOR SALES  
CITY OF PORT ARTHUR - WATER DEPT.  
DYNAMIC POWER SYSTEM, INC.  
ENTERGY  
MOTION INDUSTRIES, INC.  
MUNRO'S  
TIME WARNER COMMUNICATIONS  
SOUTHERN TIRE MART, LLC  
MARTIN PRODUCT SALES LLC  
BILL WILLIAMS  
ON TIME TIRE  
GULF COAST216.40  
29.32  
481.50  
27.87  
171.21  
38.15  
86.91  
204.00  
965.25  
200.00  
139.99  
6,589.20433793  
433799  
433806  
433814  
433831  
433832  
433857  
433871  
433910  
433913  
433933  
433966

9,149.80\*\*

ROAD &amp; BRIDGE PCT.#4

DYNAMIC POWER SYSTEM, INC.  
M&D SUPPLY  
OFFICE DEPOT  
OIL CITY TRACTORS, INC.  
SOUTHEAST TEXAS WATER  
AT&T  
VULCAN MATERIALS CO.  
BELT SOURCE  
MARTIN PRODUCT SALES LLC  
SAM'S CLUB DIRECT  
ASCO  
SOUTHEAST TEXAS PARTS AND EQUIPMENT  
PETROLEUM MATERIALS LLC  
MARTIN MARIEETA MATERIALS  
GULF COAST125.05  
49.67  
1,111.93  
30.61  
42.75  
76.48  
62,137.61  
41.94  
972.73  
139.88  
581.76  
478.98  
412.72  
408.58  
4,884.44433806  
433828  
433835  
433836  
433848  
433851  
433865  
433908  
433910  
433935  
433937  
433945  
433950  
433956  
433966

71,495.13\*\*

ENGINEERING FUND

KIRKSEY'S SPRINT PRINTING  
UNITED STATES POSTAL SERVICE24.95  
1.40433826  
433888

26.35\*\*

PARKS &amp; RECREATION

JIFFY TROPHIES  
OVERHEAD DOOR CO.  
SPRINT WASTE SERVICES LP21.00  
360.00  
310.80433823  
433837  
433946

691.80\*\*

GENERAL FUND

TAX OFFICE

OFFICE DEPOT  
UNITED STATES POSTAL SERVICE14.69  
629.68433835  
433888

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 BRUNY	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	
TFORCE 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	

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

NAME

AMOUNT

CHECK NO.

TOTAL

UNITED STATES POSTAL SERVICE	2.80	433888	
LEXIS-NEXIS	204.00	433889	
MEDIATION CENTER			206.80*
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	
COMMUNITY SUPERVISION			758.46*
OFFICE DEPOT	1,049.88	433835	
SHERIFF'S DEPARTMENT			1,049.88*
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	
CRIME LABORATORY			13,168.60*
SIGMA-ALDRICH, INC.	157.24	433783	
CASH ADVANCE ACCOUNT	1,080.91	433822	
SOUTHEAST TEXAS WATER	79.90	433849	
JAIL - NO. 2			1,318.05*
AT&T	1,355.20	433851	
TEXAS GAS SERVICE	408.34	433895	
JUVENILE PROBATION DEPT.			1,763.54*
FED EX	44.38	433810	
UNITED STATES POSTAL SERVICE	9.35	433888	
TJJD	150.00	433932	
JUVENILE DETENTION HOME			203.73*
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	
CONSTABLE PCT 1			3,793.79*
10-32 SUPPLY	40.00	433868	
UNITED STATES POSTAL SERVICE	47.63	433888	
CONSTABLE-PCT 2			87.63*
POSTMASTER	360.50	433841	
CONSTABLE-PCT 4			360.50*
AT&T	38.24	433851	
WATCH GUARD VIDEO	9,040.00	433916	
CONSTABLE-PCT 6			9,078.24*

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	

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	
VETERANS SERVICE			1,965.14*
UNITED STATES POSTAL SERVICE	4.69	433888	
HILARY GUEST	98.33	433894	
MOSQUITO CONTROL FUND			103.02*
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	
BREATH ALCOHOL TESTING			95,217.66**
CASH ADVANCE ACCOUNT	1,440.60	433822	
J.C. FAMILY TREATMENT			1,440.60**
BEAUMONT OCCUPATIONAL SERVICE, INC.	148.85	433892	
SECURITY FEE FUND			148.85**
OFFICE DEPOT	12.17	433835	
LAW LIBRARY FUND			12.17**
THOMSON REUTERS-WEST	281.37	433939	
EMPG GRANT			281.37**
VERIZON WIRELESS	167.85	433884	
JUVENILE PROB & DET. FUND			167.85**
RAIYSA REECE	300.00	433972	
GRANT A STATE AID			300.00**
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	
279 JUVENILE DRUG COURT			37,046.21**
CATHERINE BRUNNEY	6,500.00	433819	
IEA - INSPIRE, ENCOURAGE, ACHIEVE	5,620.14	433885	
COMMUNITY SUPERVISION FND			12,120.14**
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	

NAME

AMOUNT

CHECK NO.

TOTAL

JCCSC	608.00	433925	
TX TAG	18.85	433959	12,141.20**
JEFF. CO. WOMEN'S CENTER			
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	
SYSSCO 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	2,817.33**
COMMUNITY CORRECTIONS PRG			
CIMA COMPANIES, INC.	749.00	433798	749.00**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	20.82	433835	20.82**
DANY			
TRAVEL LEADERS	480.96	433962	480.96**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	645.00	433789	
JOHNSON'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	77,691.63**
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	433944	10,500.00**
2012 REFUNDING BONDS			
THE BANK OF NEW YORK MELLON	500.00	433941	500.00**
AIRPORT FUND			
ENTERGY	129.16	433815	
CENTERPOINT ENERGY RESOURCES CORP	101.84	433903	231.00**
AIRPORT IMPROVE. GRANTS			
ARCENEAUX WILSON & COLE LLC	16,387.50	433951	16,387.50**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	842.00	433924	842.00**
LIABILITY CLAIMS ACCOUNT			
STEVENS BALDO FREEMAN & LIGHTY LLP	437.50	433931	
CALVERT EAVES CLARKE & STELLY LLP	7,024.52	433958	7,462.02**
SHERIFF'S FORFEITURE FUND			
NATIONAL BUSINESS FURNITURE	592.00	433833	
PETTY CASH - SHERIFF'S OFFICE	128.70	433839	

NAME	AMOUNT	CHECK NO.	TOTAL
GALLS LLC	9,576.57	433954	10,297.27**
PAYROLL FUND			
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	
MONY 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 HEALTCARD AND FAMILY SER	49.85	433780	
BELINDA M ZURITA	230.77	433781	
GUARDIANSHIP FEE			3,569,824.49**
ELIZABETH MCKIM	200.00	433967	200.00**
MARINE DIVISION			
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

§

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

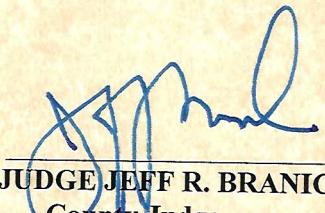
**WHEREAS**, the Gift of Life covers the cost of all prostate cancer screenings, diagnostic tests and cancer treatment costs; and

**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

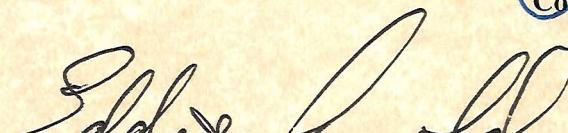
**WHEREAS**, the Gift of Life, through its continued partnership with local physicians and medical entities ensures that all dollars and resources remain local to directly benefit Southeast Texas men and their families; and

**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 22<sup>nd</sup> day of May, 2017.



JUDGE JEFF R. BRANICK  
County Judge



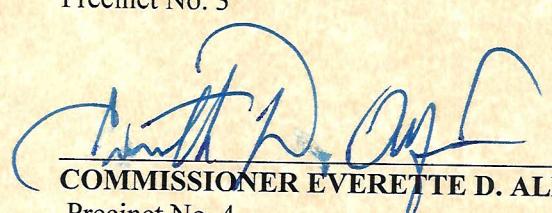
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1



COMMISSIONER BRENT A. WEAVER  
Precinct No. 2



COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3



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 17<sup>th</sup> 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 lions 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 \_\_\_\_\_  
 Printed Name: Dr. James Marguert  
 Title: PROVOST & VP

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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



**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 1295 Pearl Street, Beaumont, Texas 77701, ("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 ("HIPPA") 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**

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**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 ]

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**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](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		
<b>Jurisdiction Information</b>			
Jurisdiction Country*	US		
Jurisdiction State/Province*	Texas		
Jurisdiction Locality*			
Incorporation agency/Registration number*	1836		
<b>Place of Business Information</b>			
Street*	1149 Pearl Street Ste 301		
ZIP Code*	77701		
	L : Beaumont		
City, State/Province, Country*	S: TX C: us		
Business Assumed Name			
<b>Contract Requestor</b>			
First Name	Jeff	Surname	Ross
Phone Number	409-835-8447 E-mail Address		
Certificate Approver			
First Name	Jeff	Surname	Branick
Phone Number	409-835-8447 E-mail Address		
<b>Contract Signer</b>			
First Name	Jeff	Surname	Branick
Phone Number	409-835-8447 E-mail Address		
<b>CSR</b>			

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: Jeff Branick

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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](mailto: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

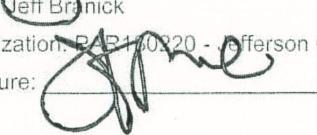
- upon execution of this Subscriber Agreement Acceptance Form, the Applicant will be bound by all of its terms and conditions;
- by signing the Subscriber Agreement Acceptance Form, GlobalSign and the Applicant are entering into a legally valid and enforceable Subscriber Agreement that creates extensive 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: 5.18.17

Name: Jeff Branick

Organization: PAB10320 - Jefferson County

Signature: 

ref:\_00D20BO9n.\_5000O1Ao2gu:ref



Joleen E. Fregia  
 Chief Deputy  
 E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

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

Office (409) 835-8509  
 Fax (409) 839-2347  
 E-Mail  
[tfuncsess@co.jefferson.tx.us](mailto:tfuncsess@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**

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			
<b>ANNUAL TOTALS</b>		<b>\$ 150,087.58</b>	

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

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

IT IS ORDERED THAT:

**Scope:**

1. All cases filed in the 252<sup>ND</sup> 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



# Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

§

**BE IT REMEMBERED** at a meeting of Commissioners Court of Jefferson County, Texas, held on the 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:

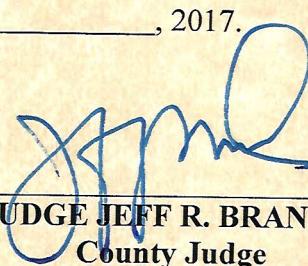
**WHEREAS, PAM MCGEE**, has devoted 21 years serving the people of Jefferson County with pride and professionalism; and courtesy towards her co-workers, Judges, Attorneys and the general public. She will be missed by her co-workers in the Family Law Division.

**WHEREAS, PAM MCGEE**, has dedicated her exceptional work ethic and knowledge to her position as a Deputy Clerk for the Jefferson County District Clerk's Office Family Law Division; and has earned the respect of the public as well as her colleagues

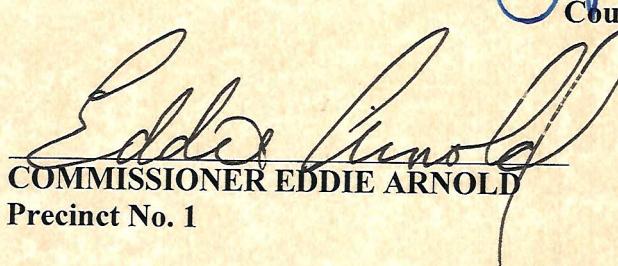
**WHEREAS, PAM MCGEE**, has served under four Honorable District Clerks: Johnny Appleman, Lolita Ramos, Jane Birge and Jamie Smith.

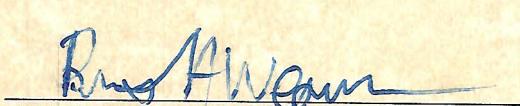
**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **PAM MCGEE**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 22<sup>nd</sup> day of May, 2017.

  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
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](mailto: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](mailto:rrowzee@beaumonttexas.gov).

Thank you,



Raymond Rowzee

Planner I



PLANNING & ZONING 

T 409.880.3764

F 409.880.3110

PO Box 3827 | Beaumont, TX 77704  
[beaumonttexas.gov](http://beaumonttexas.gov)

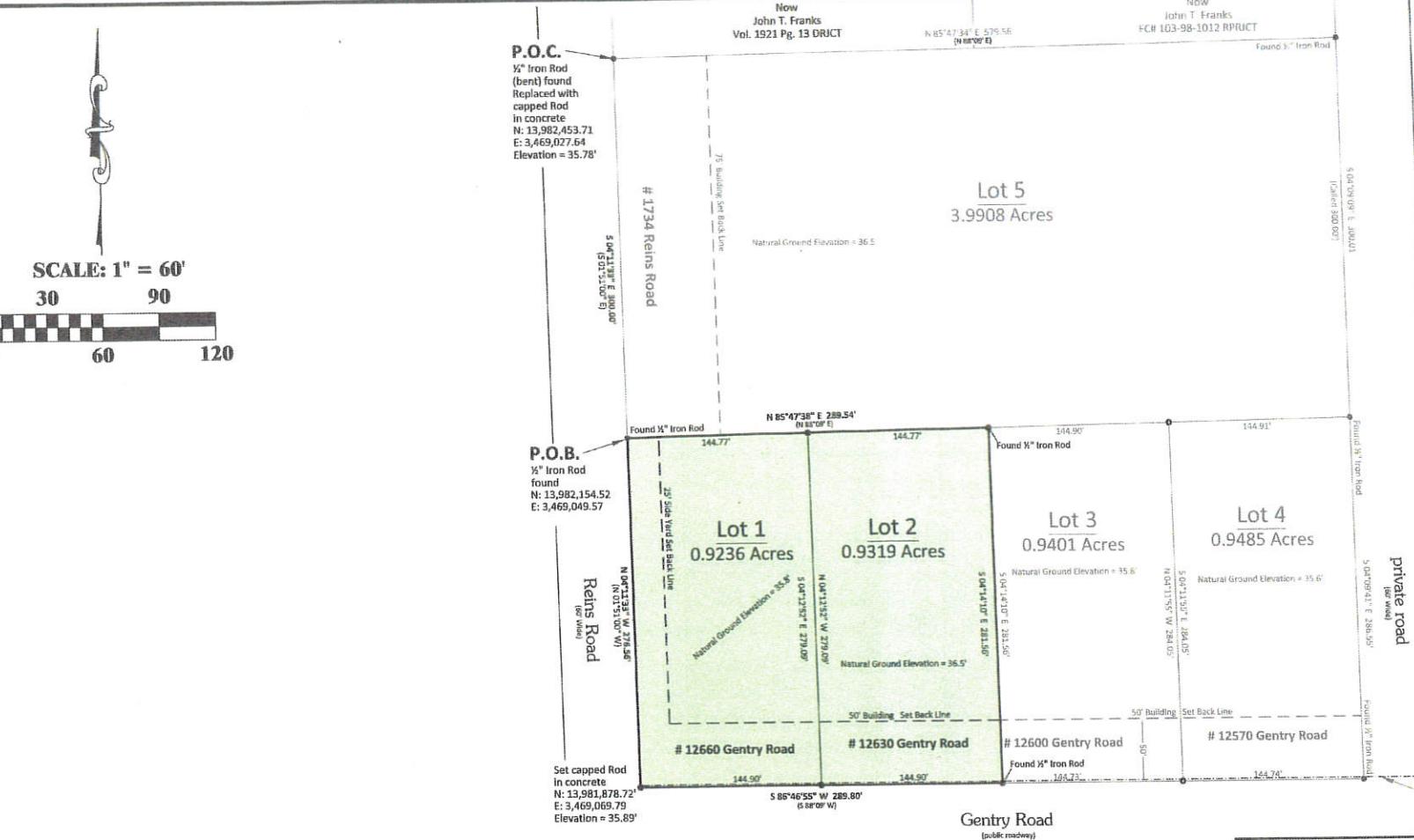
Amended Plat of  
Franks Addition No. 1  
Lot 1 & Lot 2  
(CF# 2016032288 OPRJCT)

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 409-190-0338



SCALE: 1" = 60'  
30 90  
0' 60 120



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

On-Site Wastewater Treatment Minimum Application Area Required for Surface Application Systems				
Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Surface Application Rate gal/ft <sup>2</sup> /day	Surface Area Required ft <sup>2</sup>	Area Required ft <sup>2</sup>
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	0.035	6428.57	22500.00
Single Family Dwelling (3 Bedrooms) > 2500 sq. ft.	300	0.035	8571.43	30000.00
Single Family Dwelling (4 Bedrooms) > 3500 sq. ft.	375	0.035	10714.29	37500.00
Single Family Dwelling (5 Bedrooms) > 4500 sq. ft.	450	0.035	12857.14	45000.00
Single Family Dwelling (6 Bedrooms) > 5500 sq. ft.	525	0.035	15000.00	52500.00

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

**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 - 1.72 Acres and all of Tract II - Called 0.39 Acres, Tract I - Called 1.72 Acres of land described in the 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 Franks Addition No. 2, a plat of record in Clerk's File No. 2016032288 of the Official Public Records of Jefferson County, Texas, sold 1.855 acre tract being more fully described as follows:

Notes: All bearings are based on the Texas State Plane Coordinate System - 4204 - Texas South Central Zone, with a scale factor of 0.999550692 and convergence mapping angle of 02°19'32" at N: 13,982,453.71 E: 3,469,027.64; all areas and distances are based on surface measurements. Called bearings (') from dead.

Commencing at a 1" capped "Access" Rod set, replacing a found bent 1" Rod, for the Northwest corner of that called 0.9001 acre tract as 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 Franks Addition, and being in the East Right-of-Way line of Reins Road (60' Wide) and being the Northwest corner of the said 0.9001 tract;

Thence 5°04'11"33" E along the East Right-of-Way line of Reins Road for a distance of 300.00 feet to a 1" Rod found for the Southwest corner of 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 said Reins Road and the South line of said Lot 5 for a distance of 289.54 feet to a 1" Rod found for the Northwest corner of Lot 3 of said Franks Addition and the Northeast corner of the herein described tract;

Thence 5°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" Rod found for the Southwest corner of said Lot 3, being in the NorthRight-of-Way line of Gentry Road and the NorthRight-of-Way line of 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 North Right-of-Way of said Gentry Road for a distance of 289.80 feet to a 1" 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 NAV88 datum and referenced to Trimble VRS Network, using GEOFID model 12B. Tied to a known NGS Benchmark, Designation THM017, PID DNB105, Elevation +20.7' (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:**

Plotted 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 # 4800850110C, 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 SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.

*Joe A. Mattox*  
JOE A. MATTOX  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5335

**CARIE BLISS SIMS**  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
Comm. Expires 06-08-2020  
Notary ID: 129016358  
(NOTARY SEAL)

**CERTIFICATE OF APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:**

APPROVED THIS THE 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 20 day of 2017, at o'clock am, and duly recorded on the 20 day of 2017, at o'clock am, 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: ENERTY TEXAS, INC.  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: \_\_\_\_\_  
GAS UTILITY SERVICE WILL BE PROVIDED BY: MECKER 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:**  
MECKER MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION, BUT PROVISIONS HAVE TO BE 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 herein as iron rods set in concrete, labeled with Texas State Plane coordinates and elevations.

*Billy Kinney (Pra)*  
MECKER MUNICIPAL WATER DISTRICT, REPRESENTATIVE

**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 herein, subject to any and all easements or restrictions hereto fore granted and do hereby dedicate to the public any streets and easements shown herein.

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

*Jeff Franks*  
JEFF FRANKS OWNER

**CARRIE BLISS SIMS**  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
Comm. Expires 06-08-2020  
Notary ID: 129016358  
(NOTARY SEAL)

**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