

**SPECIAL, 10/23/2017 1:30:00 PM**

BE IT REMEMBERED that on October 23, 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 (ABSENT)

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4  
(ABSENT)

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*  
*October 23, 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  
October 23, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **23rd** day of **October 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:

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

**PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three**



## **PURCHASING:**

1. Consider and approve, execute, receive and file a renewal for (IFB 13-021/JW) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County for a fourth and final additional one (1) year renewal with AOSS Medical Supply, Certified Laboratories, Hygeia Enviro Clean, Inc., ICS Jail Supplies, Inc., Matera Paper Company, Inc., Professional Polish, Sanitary Supply Company, Inc., and SupplyWorks from November 8, 2017 to November 7, 2018. Proposed increased discount percentage from ICS Jail Supplies is shown on Attachment A. The increased discount percentage is due to the decreasing cost of materials over the term of the contract.

**SEE ATTACHMENTS ON PAGES 11 - 19**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a renewal for (IFB 14-042/JW) Term Contract for Reinforced Concrete Pipe and Pre-Cast Concrete Box Culverts for Jefferson County for a third additional one (1) year renewal with Rural Pipe & Supply from November 14, 2017 to November 13, 2018.

**SEE ATTACHMENTS ON PAGES 20 - 20**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file IBM SVCS Printer Renewal for 11/19/2017 to 11/18/2018 for Jefferson County with Sirius in the amount of \$22,934.69.

**SEE ATTACHMENTS ON PAGES 21 - 26**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

4. Consider and approve, execute, receive and file professional service agreement (PROF 17-038/DC) with The LaBiche Architectural Group, Inc. for the Water Infiltration Investigation for Jefferson County Health and Adult Probation Building, Port Arthur, Texas with an estimated cost of \$10,685.00.

**SEE ATTACHMENTS ON PAGES 27 - 34**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

5. Consider and approve inter-department transfer of a 2007 Chevrolet Hybrid Truck VIN 1GCEC19T87Z114219 from Airport to Road & Bridge #4 as authorized by Local Government Code §262.011 (j).

**SEE ATTACHMENTS ON PAGES 35 - 36**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **CONSTABLE PRECINCT 7:**

6. Consider and possibly approve the hiring of Stephen R. Hinton as a part time Bailiff with the Constable Pct. 7 in accordance with the local Government Code ( LGC) 86.011.

**SEE ATTACHMENTS ON PAGES 37 - 37**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY AIRPORT:**

7. Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, the City of Nederland and Nederland Economic Development Corporation for Construction of Airport Development Infrastructure Improvements for Judice's Restaurant.

**SEE ATTACHMENTS ON PAGES 38 - 44**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

8. Consider, possibly approve and authorize the County Judge to execute an Amendment in the Lease Agreement executed between Jefferson County and Al Judice d/b/a Judice's Restaurant to increase the size of the demised premises.

**SEE ATTACHMENTS ON PAGES 45 - 51**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

9. Consider and approve FY 2017 budget transfer 60th District Court - additional cost.

120-2034-412-1007	COURT REPORTER	\$22.00	
120-2034-412-2001	F.I.C.A. EXPENSE		\$22.00

**SEE ATTACHMENTS ON PAGES 52 - 52**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

10. Consider and approve FY 2017 budget amendment - General Services - re-budget line item.

120-1024-491-5097	PARTICIPATION	\$400,000.00	
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***Notice of Meeting and Agenda and Minutes***  
***October 23, 2017***

120-1024-419-2004	WORKERS' COMPENSATION	\$200,000.00	
120-3062-423-1044	DETENTION OFFICERS		\$300,000.00
120-3062-423-2003	EMPLOYEES' INSURANCE		\$300,000.00

**SEE ATTACHMENTS ON PAGES 53 - 53**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

11. Consider and approve FY 2018 budget transfer Jail - purchase of tray delivery cart & a used scissor lift.

120-3062-423-6018	POWER TOOLS & APPLIANCES	\$12,700.00	
120-3062-423-4011	EQUIPMENT- MISCELLANEOUS		\$12,700.00

**SEE ATTACHMENTS ON PAGES 54 - 56**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

12. Receive and file the Certified Roll Jurisdiction Summary Resolution for the tax roll for the tax year 2017 for Jefferson County.

**SEE ATTACHMENTS ON PAGES 57 - 60**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

13. Consider and approve electronic disbursements for the following items:  
 1. \$860.48 to Texas Department of Criminal Justice for October insurance reimbursement. 2. \$621.90 to Texas Department of Criminal Justice for October insurance reimbursement.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

14. Receive and file financial & Operating Statements – County Funds Only for the Month Ending September 30, 2017 (Unadjusted).

**SEE ATTACHMENTS ON PAGES 61 - 78**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

15. Regular County Bills – check #439172 through checks #439452.

**SEE ATTACHMENTS ON PAGES 79 - 87**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

16. Consider and possibly approve a Resolution to nominate Brent A. Weaver, Commissioner of Pct. 2 to serve on the Texas Conference of Urban Counties Policy Committee for the 2018-2019 biennium.

**SEE ATTACHMENTS ON PAGES 88 - 88**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

17. Consider, possibly approve and authorize the County Judge to execute a lease between Jefferson County and Beaumont Dream Center and Harbor House Foundation for property located at 3890 FM 3514, Beaumont, TX which was formerly known as the Al Price Juvenile Detention Center.

**SEE ATTACHMENTS ON PAGES 89 - 110**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

18. Consider, possibly approve and authorize the County Judge to execute a City of Beaumont Consent Form for Demolition of an Unsafe Structure at 1410 Emile St., Beaumont, TX.

**SEE ATTACHMENTS ON PAGES 111 - 113**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

19. Receive and file 2017 Certified Appraisal Roll Base Year Value as an exhibit to the executed Tax Abatement Agreement between Jefferson County and Enterprise Refined Products.

**SEE ATTACHMENTS ON PAGES 114 - 119**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

20. Receive and file corrected metes and bounds for Order Creating the Coastal Caverns Reinvestment Zone.

**SEE ATTACHMENTS ON PAGES 120 - 125**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **ENGINEERING:**

21. Consider and possibly approve a Replat of Tract A (1.192 acres), Tract B (1.227 acres), Tract C (0.910 acres) All Fee Simple and Tract D (1.337 acres) Easement Estate in the Manuel Chirino League, Abstract No. 10, located off June Bug Trail, a private road in Precinct No. 2. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 126 - 127**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **RISK MANAGEMENT:**

22. Consider and possibly approve Interlocal Participation Agreement renewal for Employee and Retiree Health Benefits, with the Southeast Texas Government Employee Benefits Pool, effective January 1, 2018.

**SEE ATTACHMENTS ON PAGES 128 - 129**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

23. Please consider and possibly approve the attached interlocal agreement with Bexar County Texas, Southwestern Correctional LLC doing business as LaSalle Corrections and Jefferson County Texas. The purpose of this agreement is to establish terms and conditions under which Jefferson County will provide to Bexar County detention services. These services entail housing Bexar County inmates at the Jefferson County Downtown Jail currently operated by LaSalle Corrections.

**SEE ATTACHMENTS ON PAGES 130 - 140**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **Other Business:**

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

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

*Notice of Meeting and Agenda and Minutes*  
*October 23, 2017*

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





**Advantage!**  
www.gsaAdvantage.gov  
Contract # GS-07F-0552U



October 5, 2017

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

**RE: IFB 13-021/JW, Term Contract for Catalog Pricing for Janitorial Supplies**

Due to the decreasing cost of materials over the term of the contract, we would like to increase our currently catalog discount from 5% off to 15% off. In addition, we would like to offer that all non-janitorial supplies receive an automatic 10% off catalog under our current Cooperative Contract, BuyBoard.

All other terms and conditions remain unchanged. Please advise if the County will allow the catalog discount adjustment, which shall become effective upon approval of contract extension.

If you have any questions or need further assistance, please do not hesitate to contact myself or our Bid Manager, Maegan Eisenman.

Sincerely,

Eryn E. Putman  
Contract Accounts Manager  
Toll-Free Line: (800) 524-5427  
Main Line: (254) 751-1566 ext. 0107  
Direct Email: sales403@icswaco.com

General Sales Inquiries: sales@icswaco.com  
Quote Requests: sales@icswaco.com  
Solicitation Inquiries: bids@icswaco.com

Enclosure(s): Quote #W6002742 – Janitorial Supplies Discounted Price List  
ICS Jail Supplies Catalog Pages (Front Cover, Pages 33-34, 93-97, 104, 116-117)

cc: Bid Department (Contract File – Jefferson County, TX)

**CONTRACT RENEWAL FOR IFB 13-021/JW**  
**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL**  
**SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with AOSS Medical Supply for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from November 8, 2017 to November 7, 2018.

ATTEST:

JEFFERSON COUNTY, TEXAS

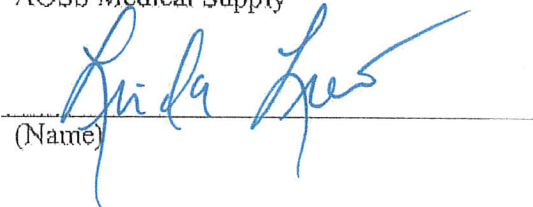
  
 Carolyn L. Guidry, County Clerk

  
 Jeff Brantick, County Judge



CONTRACTOR:  
 AOSS Medical Supply

(Name)

  
 Linda Lee

**CONTRACT RENEWAL FOR IFB 13-021/JW**  
**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL**  
**SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Certified Laboratories for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from November 8, 2017 to November 7, 2018.

ATTEST:

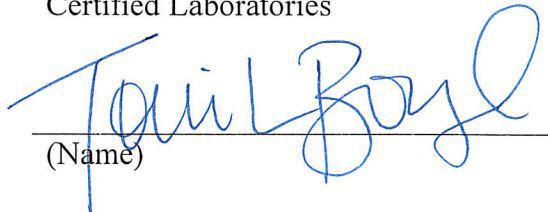
JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
Certified Laboratories

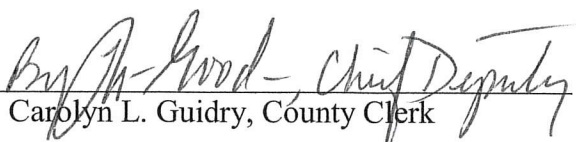
  
(Name)

**CONTRACT RENEWAL FOR IFB 13-021/JW**  
**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL**  
**SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Hygeia Enviro Clean, Inc. for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from November 8, 2017 to November 7, 2018.

ATTEST:

  
Carolyn L. Guidry, County Clerk

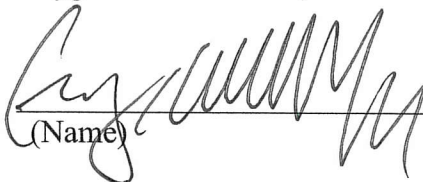
JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:

Hygeia Enviro Clean, Inc.

  
(Name)

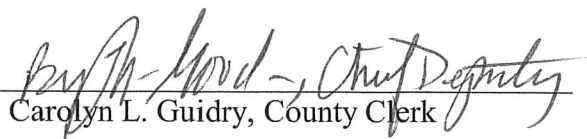
# **CONTRACT RENEWAL FOR IFB 13-021/JW** **TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL** **SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with ICS Jail Supplies for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from November 8, 2017 to November 7, 2018.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
 Carolyn L. Guidry, County Clerk

  
 Jeff Branick, County Judge



CONTRACTOR:  
 ICS Jail Supplies

  
 (Name)

**ICS JAIL SUPPLIES, INC.**

P. O. Box 21056  
 Waco, TX 76702-1056  
 Phone: 800-524-5427 Fax: 254-751-0299  
[www.icswaco.com](http://www.icswaco.com)  
[bids@icswaco.com](mailto:bids@icswaco.com)  
 FED ID # 27-1494351  
 GSA Contract # GS 07F-0552U  
 BuyBoard Contract # 506-16

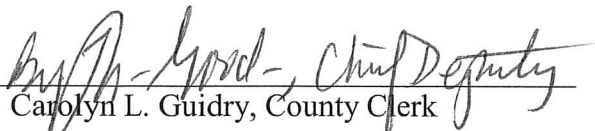
**CONTRACT RENEWAL FOR IFB 13-021/JW**  
**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL**  
**SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Matera Paper Company, Inc. for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from November 8, 2017 to November 7, 2018.

ATTEST:


JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
Matera Paper Company, Inc.

  
(Name)



**CONTRACT RENEWAL FOR IFB 13-021/JW  
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL  
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Professional Polish for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from November 8, 2017 to November 7, 2018.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
Professional Polish

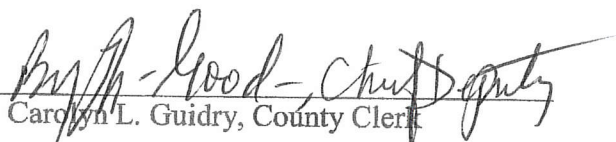
  
(Name)

**CONTRACT RENEWAL FOR IFB 13-021/JW**  
**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL**  
**SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Sanitary Supply Company, Inc. for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from November 8, 2017 to November 7, 2018.

ATTEST:

  
Carolyn L. Guidry, County Clerk

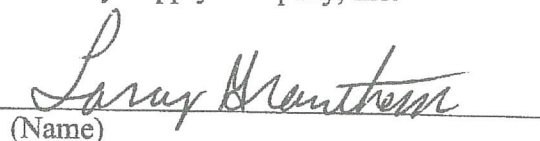
JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:

Sanitary Supply Company, Inc.

  
(Name)



**CONTRACT RENEWAL FOR IFB 13-021/JW**  
**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL**  
**SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with SupplyWorks for one (1) year, from November 12, 2013 to November 11, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from November 8, 2017 to November 7, 2018.

ATTEST:

JEFFERSON COUNTY, TEXAS

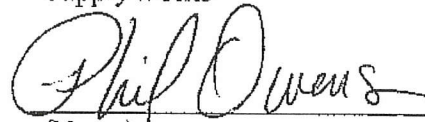
  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:

SupplyWorks

  
(Name)

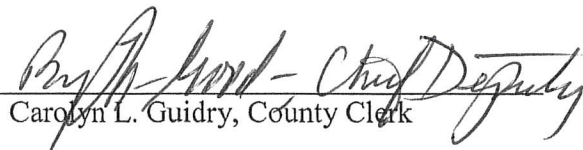
**CONTRACT RENEWAL FOR IFB 14-042/JW**  
**TERM CONTRACT FOR REINFORCED CONCRETE PIPE AND**  
**PRE-CAST CONCRETE BOX CULVERTS**

The County entered into a contract with Rural Pipe & Supply for one (1) year, from November 17, 2014 to November 16, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 14, 2017 to November 13, 2018.

ATTEST:

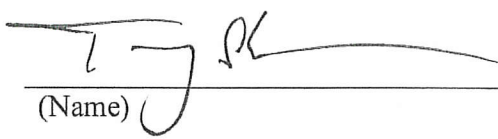
JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
Rural Pipe & Supply

  
(Name)



# SOLUTION PROPOSAL

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Prepared for:  
JEFFERSON COUNTY  
1149 PEARL STREET  
BEAUMONT, TX 77701

Prepared By:  
Lisa Varilek  
Client Executive  
Phone: (972) 725-2021  
Email: [lisa.varilek@siriuscom.com](mailto:lisa.varilek@siriuscom.com)

Quote Date: 10/11/17  
Expires: 11/02/2017  
IBM SVCS Printer Renewal 11/19/2017 to 11/18/2018  
Proposal #: PR230423.1

Sirius Computer Solutions, Inc.  
10100 Reunion Place, Suite 500  
San Antonio, TX 78216

All information provided in this proposal is the confidential and proprietary information of Sirius and may not be disclosed, disseminated, or otherwise revealed, in whole or in part, to any party outside of JEFFERSON COUNTY.





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Unless otherwise noted, the price stated herein does not include applicable taxes, which may be added at the time of invoice. The price stated above for shipping and handling is subject to change in the event Customer requests expedited shipping, whether such request is made before or after acceptance of this Purchase Authorization by Customer.



## PURCHASE AUTHORIZATION

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This proposal is valid if ordered on or before 11/02/2017.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and JEFFERSON COUNTY. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of JEFFERSON COUNTY or any party within JEFFERSON COUNTY who is not privileged to receive such information.

### PURCHASE TERMS AND CONDITIONS

1. **Purchase Price; Payment; Taxes.** Customer agrees to pay the total purchase price as shown on the attached Sirius proposal (the "Order"), plus any applicable sales/use tax. These Purchase Terms and Conditions (the "Terms") are explicitly made a part of the Order and are hereby incorporated therein by reference. Payment is due within thirty (30) days from the date of the invoice, unless alternative terms have been agreed upon between Sirius and the client prior to the date of this proposal. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.
2. **Payment by Third Party Leasing Company.** If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.
3. **Freight Costs; Delivery.** Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.
4. **Title; Security Interest.** Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.
5. **Returns.** No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.
6. **Limited Warranties.** Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on the Order, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THE ORDER OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



7. **Limitation of Liability.** IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THE ORDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. **Applicable Law.** The Order (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. **Waiver of Jury Trial.** EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. **General.** The Order (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. The Order may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither the Order nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. The Order does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of JEFFERSON COUNTY will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.



Accepted by:  
JEFFERSON COUNTY

Signature of Authorized Representative

Printed Name

Title of Authorized Representative

Date Signed

Ship to Address:

Ship to contact(Name,Phone and Email) :

Approved by:  
Sirius Computer Solutions, Inc.

DocuSigned by:

Signature of Authorized Representative

Printed Name

Sr. Vice President - Contracts & Financial Services

Title of Authorized Representative

Date Signed

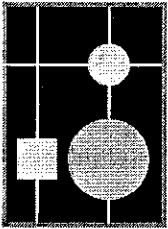
Bill to Address:

Bill to contact(Name,Phone and Email) :

ATTEST  
DATE







The LaBiche  
ARCHITECTURAL GROUP, INC.

**Dohn H. LaBiche, FAIA**  
Principal

**Greg Wall, AIA**  
Principal

7999 Gladys, Suite 101  
Beaumont, Texas 77706  
(409)860-0197  
Fax: (409)860-0198  
www.labiche.com

October 16, 2017

Judge Jeff Branick  
Jefferson County, Texas  
1149 Pearl Street  
Beaumont, Texas 77701

**Re: Water Infiltration Investigation for Jefferson County Health and Adult  
Probation Building, Port Arthur, Texas**

Dear Judge Branick,

ARCHITECTURE

PROJECT CONSULTING

PLANNING

INTERIOR DESIGN

Thank you for the opportunity to provide this proposal to provide consultant expert witness and investigative services for the subject project. It is understood that a number of alleged flaws exist in the existing building which may be attributable to the architectural services performed for the project. As discussed, I have located an architect who is skilled in water mitigation and is currently working on several other cases of this type. Vernon L. Dunagin, AIA has worked with our firm for over 20 years as both a roofing and water mitigation consultant. For this project we will engage Mr. Dunagin to provide the investigation report and if needed Mr. Dunagin can be relied upon as an expert witness. Our firm's role will be to assist Mr. Dunagin in gathering information as we are located in Beaumont and Mr. Dunagin is located in San Antonio. Upon completion of the investigation and at the directive of the County, The LaBiche Architectural Group, Inc. would provide construction documents for the corrective measures required to mitigate the water intrusion into the building for an additional fee as negotiated with the County.

#### **WATER INFILTRATION INVESTIGATION CONSULTING SERVICES TO BE PROVIDED:**

Our firm will employ Vernon L. Dunagin, AIA – Consulting Architect to provide the following services:

1. Review the architectural documents and/or any available files produced by the engineering firm Chica & Associates, Inc.
2. Provide inspections of the existing building to determine and document existing conditions and as required to determine alleged failings of the design.
3. Develop a report based on the investigations and architectural and file reviews. The report will outline findings of the site investigation and include remedial recommendations. The recommendations will be specific, but may not be used as a specific guideline for construction work. A probable cost of construction will be developed by his office if required for the recommendations although it may be

Water Infiltration Investigation Proposal for  
 Health and Adult Probation Building  
 Jefferson County Texas

recommended that the client consider retaining the services of a construction cost estimating firm.

4. Attend any meetings or discussions with the client, client's attorney and/or other parties to provide a summation of findings and/or answer questions. This firm will be acting as an independent agent of the client and represents it has no obligations or financial ties to any contractor or other entity which may conflict with the independent assessment.
5. If merited and required a Certificate of Merit will be provided by Mr. Dunagin outlining the failings of the design professional who produced the design and construction documents.
6. Mr. Dunagin will be available to act as an expert witness should it be necessary.

## **CLIENT OBLIGATIONS**

1. Provide a written summary of possible defects in the building as designed and their effects on building performance and/or building usage.
2. Provide a copy of any construction drawings and/or specifications of the building that the client may have in his possession. Provide copies of all project-related correspondence produced during the design phase, construction phase and post-occupancy.
3. Provide payment for all invoices in full within thirty (30) days of submission to the client. Invoices will be submitted monthly.

## **FEE PROPOSAL**

1. The proposed fee for investigation consultant's services is \$120.00/hour. All other services provided by The LaBiche Architectural Group, Inc employees are as contained in the attached Hourly Rate Schedule. Billable time accrues beginning with departure from our home office until return including travel time and time expended at the site, and/or attendance at any meetings. Billable time also includes any time accrued in document review, research and report preparation. Time will be documented by date and will be invoiced to the nearest quarter hour.
2. Mr. Dunagin will be available to act as an expert witness should such be required during resolution. The Consultant's rate for expert witness services is \$150.00/hour for deposition, trial preparation and/or trial testimony.
3. County approved outside consultants and/or contractors may be required during the investigative portion of the work. The fees for any outside consultants and/or contractors retained by this office will be invoiced at direct cost plus ten percent (10%) of billings.
4. Consultants mileage will be assessed at the rate of \$0.60/mile.
5. Per diem for air fare, If necessary, meals and/or overnight hotel costs will be invoiced at direct cost plus ten percent (10%) of billings.

Water Infiltration Investigation Proposal for  
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The following is an estimated allocation of what we believe to be the time required for completion of the investigation and issuance of the report:

**The LaBiche Architectural Group, Inc.**

10 hours Principal @ \$150/hr.	\$1500
10 hours Intern Architect @\$100/hr.	\$1000
12 hours Secretarial @ \$45/hr.	\$ 540
Reimbursable Expenses printing (estimate)	\$ 600

Total LaBiche Arch. Group \$3640

**Vernon Dunagin, AIA Consulting Architect**

12 hours travel - single trip only @ \$120/hr.	\$1200
24 hours review for drawings and specs @ \$120/hr.	\$2880
16 hours report preparation and possible certificate of merit @ \$120/hr.	\$1920
4 hours file review @ \$120/hr.	\$ 480
Mileage for one trip from San Antonio (estimated)	\$ 325

Total Dunagin Consulting Architect \$7045

**Probable Fee for Investigation Report and Filing \$10,685**

**GENERAL**

The attached "Terms and Conditions" dated 10/16/17 are made a part of this proposal. Thank you again for the opportunity to provide these services. If the services and fees are acceptable please sign and return a copy of this proposal via e-mail.

**The LaBiche Architectural Group, Inc.:**

_____	Dohn H. LaBiche, FAIA, Principal	_____
(Signature)	(Printed Name / Title)	(Date)

**Commissioners Court of Jefferson County, Texas:**

_____	Judge Jeff Branick	10/23/2017
(Signature)	(Printed Name / Title)	(Date)



ATTEST  
DATE

*[Signature]*  
10/23/17

Water Infiltration Investigation Proposal for  
Health and Adult Probation Building  
Jefferson County Texas

## **TERMS AND CONDITIONS**

(Effective 10/16/17)

### **1.0 CONSULTANT**

The LaBiche architectural Group, Inc. and Consulting Architect  
Vernon L. Dunagin, AIA – Consulting Architect  
Vernon L. Dunagin, AIA  
State of Texas Architectural Registration No. 7090

### **CLIENT**

For purposes of this Agreement the "Client" is defined as the addressee in the above Letter of Engagement.

### **2.0 TEXAS BOARD OF ARCHITECTURAL EXAMINERS**

The Texas Board of Architectural Examiners (TBAE) requires each contract entered into by an Architect to include a statement that the practice of Architecture is regulated under Subsection 1.103(b) of the Statutes of the Texas Board of Architectural Examiners.

### **3.0 FEES**

As stated in the proposal and based on the project information available as of the date of the Letter of Engagement. Any change to the scope of services may require a review of the contract fee amount.

The LaBiche architectural Group, Inc as stated on the attached Hourly Rate Schedule.

For Vernon Dunagin, AIA Consulting Architect as follows:

Principal and Professional Staff \$120.00/hr.

Support Staff \$100.00/hr.

Fees for expert witness assistance if required.

Principal and Professional Staff \$150.00/hr.

Support Staff \$120.00/hr.

### **4.0 REIMBURSABLE EXPENSES**

Reimbursable expenses, other than mileage, are defined as follows and/or in the Proposal and shall be invoiced at direct cost plus ten percent (10%).

- 1) Reproduction/printing of documents
- 2) Shipping, delivery and mailing expenses
- 3) Mileage - \$0.60/mile
- 4) Outside services for engineering or contractor services
- 5) Per diem expenses for flights, meals and hotel as approved by the Client.

### **5.0 BILLINGS / PAYMENTS**

Invoices are due within thirty (30) days of submission by e-mail to the Client's designated contact.

### **6.0 LATE PAYMENTS**

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18% per annum) at the sole election of the Consultant. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

Water Infiltration Investigation Proposal for  
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#### **7.0 INDEMNIFICATION**

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent covered by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and anyone for whom the Consultant is legally liable.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability, or costs to the extent caused by the Client's negligent acts, errors or omissions and anyone for whom the Client is legally liable and arising from the project that is the subject of this Agreement.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

In the event the Consultant and Client are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas and each party shall be responsible for their Client attorney fees and costs of investigation and defense. Any and all litigation which may arise from this Agreement shall be heard in the court of competent jurisdiction in Jefferson County, Texas.

#### **8.0 RISK ALLOCATION**

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability due the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any causes, shall not exceed the sum total of fees paid for the project. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability and breach of contract.

#### **9.0 JOBSITE SAFETY**

Neither the professional activities of the Consultant, nor the presence of the Consultant and its employees and Sub-consultants at the construction/project site, shall relieve the Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's Agreement with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's Consultants shall be indemnified and shall be made additional insured, under the General Contractor's general liability insurance policy.

#### **10.0 TERMINATION OF SERVICES**

1. This Agreement between Client and Consultant may be terminated by either party upon seven (7) days written notice in the event of persistent failure of performance of the material terms and conditions of this Agreement by the other party through no fault of the terminating party.
2. The project shall be considered terminated if the project is suspended by the Client for more than six (6) months.
3. If this Agreement is terminated during the course of performance of the work, the Consultant shall be paid for all service performed during the period prior to the effective date of termination of the Agreement.
4. In the event of termination, the Consultant shall be paid all terminal expenses resulting there from.
5. If, prior to termination of this Agreement, any work designed or specified by the Consultant during any phase of the work is suspended in whole or in part for more than three months or abandoned after

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written notice from the Client, the Consultant shall be paid for such services performed to receipt of such notice.

#### **11.0 OWNERSHIP OF DOCUMENTS**

All documents produced by the Consultant shall remain the property of the Consultant and may not be used by the Client for any other purpose without the written consent of the Consultant. All designs, details and intellectual rights normally attributable to the Consultant shall remain those of the Consultant.

#### **12.0 APPLICABLE LAWS**

This Agreement shall be governed by the laws and ordinances of San Antonio, Bexar County, Texas. This Agreement shall be applicable to the Consultant's Officers, Employees, Heirs and Assigns.

#### **13.0 MEDIATION**

Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for non-binding mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for non-binding mediation be made after the date when institution of legal or equitable proceedings issued on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

#### **14.0 STANDARD OF CARE**

The Consultant will endeavor to perform services for the project in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation, express or implied, any no warranty is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

#### **15.0 CERTIFICATIONS**

The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee or warranty the existence of conditions whose existence the Consultant cannot ascertain or that in any way might in the sole judgment of the Consultant, increase the Consultant's contractual or legal obligation.

#### **14.0 ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including, but not limited to, monies that are due to monies that may be due, without the prior written consent of the other party.

#### **15.0 HIDDEN OR EXISTING CONDITIONS**

The Client shall provide the Consultant such information as is available to the Client and the Client's consultants and contractors, and the Consultant shall be entitled to rely upon the accuracy and completion thereof. The Client recognizes that it is impossible for the Consultant to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing.

Furthermore, because evaluation of the existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable parts of the building, any reports or opinions are to be based on visually observable conditions and/or information provided to the Consultant by the Client, Client's Consultants or Client's Contractor.

Water Infiltration Investigation Proposal for  
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#### **16.0 WAIVER OF CONSEQUENTIAL DAMAGES**

Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or Sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or this Agreement.

This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that either party may have incurred from any cause of action including negligence, strict liability, and breach of contract, or strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all entities or persons named herein in all contracts with others involved in the project.

#### **17.0 VERIFICATION OF EXISTING CONDITIONS**

Insomuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney fees and cost of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

#### **18.0 HAZARDOUS MATERIALS**

The Consultant assumes no responsibility for any causes arising from hazardous materials including but not limited to asbestos, PCB's, pesticides, etc. The Client agrees to hold the Consultant harmless from any actions related to these materials if encountered. If such materials are suspect the Consultant will to the best of its ability advise the Client who has the incumbent responsibility for the proper protection and handling of such materials.

#### **END OF TERMS AND CONDITIONS**

Water Infiltration Investigation Proposal for  
Health and Adult Probation Building  
Jefferson County Texas

**HOURLY RATE SCHEDULE**

<b><u>PERSONNEL</u></b>	<b><u>HOURLY RATE*</u></b>
Principal	150.00
Senior Project Architect	125.00
Project Architect	100.00
Intern Architect II	85.00
Intern Architect I	75.00
Interior Finish Consultant II	65.00
Secretarial	45.00

\*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

*The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.*

*Texas Board of Architectural Examiners  
P.O. Box 12337  
Austin, TX 78711-2337  
Telephone: (512) 305-9000 / Fax: (512) 305-8900*





## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature, appearing to be "dc", is written over the printed name "Deborah Clark".

Date: October 18, 2017

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of a 2007 Chevrolet Hybrid Truck VIN 1GCEC19T87Z114219 from Airport to Road & Bridge #4 as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

TRANSFER OF VEHICLE  
 October 23, 2017

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING
	PROPERTY			PROPERTY
2007 Chevrolet Pickup Truck	Airport	1GCEC19T87Z114219	30584	Road & Bridge #4

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



*Robert "Bobby" Adams*

**Constable, Precinct 7**

7933 Viterbo Road, Suite 5 ■ Beaumont, TX 77705  
Phone (409) 719-5990 Fax (409) 721-6017

October 18, 2017

Hon. Judge and Commissioners,

I respectfully submit my request for you to the hiring of Stephen R. Hinton as a part time Bailiff with the Constable Pct. 7 in accordance with the local Government Code (LGC) 86.011.

Stephen R. Hinton is a certified peace officer; his commission is active and cleared with the Texas Commission on Law Enforcement Officer Standards and Education.

Thank you for your consideration of this matter.

Regards,

A handwritten signature in cursive script that reads "Robert Adams".

Robert Adams  
Constable Pct. 7

**AGENDA ITEM****October 23, 2017**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, the City of Nederland and Nederland Economic Development Corporation for Construction of Airport Development Infrastructure Improvements for Judice's Restaurant.



THE STATE OF TEXAS       §

§

COUNTY OF JEFFERSON       §

**INTERLOCAL AGREEMENT FOR CONSTRUCTION OF AIRPORT DEVELOPMENT  
INFRASTRUCTURE IMPROVEMENTS FOR JUDICE RESTAURANT**

**WHEREAS**, on or about October 12, 2017, the City of Nederland (herein the “City”), with the consent of Jefferson County, (herein “County”) and other entities annexed property within the grounds of the Jack Brooks Regional Airport, (herein the “Airport”) managed and controlled by the County: and

**WHEREAS**, the Parties to this Agreement, which consist of the City, the Nederland Economic Development Corporation (hereinafter called “NEDC”) and the County, agree that it would be advantageous to all Parties to provide opportunities for the commercial development of certain portions of the City annexed portion of the Airport property (herein the “Property”): and

**WHEREAS**, the NEDC tasked with assisting the economic development of the City, has agreed to provide certain funding opportunities to the County to expedite the completion of certain infrastructure improvement necessarily associate with the compendial development of the Property: and

**WHEREAS**, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement: and

**WHEREAS**, the governing bodies of each party find that the performances of this agreement are in the common interest of all parties.

**NOW THEREFORE, BE IT RESOLVED** that the parties, pursuant to Chapter 791 of the Texas Government Code (Interlocal Corporation Act) each acting through their respective governing bodies, hereby enter into this Interlocal Agreement (herein the “Agreement”).

**I.       RECITALS**



All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

## II. PURPOSE

The purpose of this agreement is to provide funding opportunities (herein the "NEDC Funding") for construction by the NEDC of certain infrastructure improvements to the Property necessary to allow for the commercial development of that portion of the Airport Property immediately adjacent to the Highway 69 Frontage Road (herein the "Project"), and to allow for repayment of the NEDC Funding from income sources not yet available to the County, but which income sources will be made available and/or created from completion of the Project. The Property and the location of the Project area is detailed in Exhibit "A" attached hereto.

## III. SCOPE OF AGREEMENT

- (a) The Parties have been advised that until such time as certain infrastructure improvements (herein the "Infrastructure") to the Property have been completed, including (1) drainage improvements, (2) potable water access improvement and (3) sewer access improvements, the commercial development of the Property will be significantly delayed in not precluded. The Parties have received the estimate that the cost of completion of said Infrastructure and related improvements are estimated to be in the range of \$118,000.00 up to as high as \$130,000.00. Developers (herein the "Developer"), originally retained by the County and the Airport, have advised that until commitments for the construction of such Infrastructure are completed, binding and enforceable remnant commitments (herein the "Tenant Commitments") cannot be finalized.
  
- (b) The NEDC has agreed to provide funding (the "NEDC Funding"), in an amount **NOT TO EXCEED \$130,000**, for completion of construction of the Infrastructure, with the actual tender of NEDC Funding being **expressly subject to** disclosure and production to the Parties, including the County, the NEDC and the City, of binding and enforceable Tenant Commitments for development and occupation of the Property, with the said Tenant Commitments (whether produced or developed or otherwise) being in numbers, form and content (to include information as to the total proposed tenant build out improvements and verification of funding) acceptable to the NEDC and the other Parties, in their sole discretion. In the event of receipt and verification of Tenant Commitments acceptable to the NEDC and the other Parties, (I) the NEDC will commence construction of the Infrastructure improvement as soon as reasonable practicable and City and County



Engineering Departments shall retain oversight authority and specifications approval to assure all City and County standards are met, and (ii) the NEDC will, at the option of the County and/or the Airport, either reimburse the County/Airport the actual costs incurred in the completion of the Infrastructure improvements detailed herin or will pay same directly on behalf of the County/Airport, subject to the maximum limitation detailed herin. Payment/reimbursement by the NEDC will be subject only to (i) reasonable verification that the expense being paid and/or reimbursed is related to the actual construction of the subject Infrastructure improvements detailed herin and (ii) to the extent any such improvement are to be maintained by the City, confirmation by the City that the Infrastructure improvements are constructed in compliance with City requirements otherwise applicable to similarly constructed improvements.

The County agrees to reimburse to the NEDC the NEDC Funding actually and finally advanced pursuant to this Agreement, with the repayment reimbursement by the County being tendered through all net collection actually received by the County, from the development of the Property including particularly (1) all ground lease payments received by the County related to the Property, (ii) not less than fifty (50%) of all ad valorem tax payments received by the County on all real property leasehold improvements constructed on the Property and, (iii) not less than fifty (50%) percent of all business personal property and inventory advalorem tax payments received by the County from the business (herin the "Tenant") occupying any leasehold improvements constructed on the Property. Payments by the County to the NEDC of said funds shall be tendered within thirty (30) days of actual receipt of said funds by the County. Alternatively, the County, at its sole option, may authorize direct payment to the NEDC by the Developer and/or the Tenants, of the funds detailed hereinabove, with said direct payments to continue, at the option of the County, until the net aggregate NEDC Funding actually paid by the NEDC has been repaid in full.

#### **IV. TERM OF AGREEMENT**

The Effective Date of this Agreement shall be \_\_\_\_\_, 2017.

This Agreement will be in effect for one year from the Effective Date hereof and will be considered automatically renewed for each succeeding year until the NEDC Funding contemplated herein has been repaid in full, as contemplated herein, by the County, whether through sources contemplated herein or from other sources.

#### **V. AMENDMENTS**

Amendments may be made to this Agreement upon the approval of the governing bodies of the City, the County and the NEDC.



## **VI. WITHDRAWING FROM OR JOINING AGREEMENT**

A party may withdraw from this Agreement, following a vote of its governing body, provided it has notified the other parties hereto of such action in writing at least 60 days before the intended withdrawal date. Withdrawal shall not relieve the withdrawing party of any obligations incurred prior to the withdrawal.

## **VII. TERMINATION**

This Agreement may be dissolved at any time by the written consent of a majority of the parties, in the event of the dissolution of the Agreement, whether voluntary or involuntary or by operation of law. Notwithstanding the foregoing, in the event of said termination, to the extent all or any portion of the NEDC Funding contemplated by this Agreement has been completed prior to the date of termination, the repayment Obligation of the County shall survive such termination and shall remain enforceable, in all respects, until such repayment has been completed or until such repayment obligation has been waived, in whole or in part, by the NEDC and approved by the City.

## **VIII. CURRENT REVENUES**

Each party shall pay for the performances of services and/or funding required pursuant to this agreement from then current revenues.

## **IX. DISCRIMINATION**

No one, on the grounds of race, creed, color, national origin, disability, age or gender, shall be subject to discrimination in the performance of this Agreement.

## **X. FORCE MAJEURE**

Neither Party shall be deemed in violation of this Agreement if it cannot perform any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

## **XI. MISCELLANEOUS PROVISIONS**

- (a) Venue: Venue for any lawsuit involving this agreement shall be in Jefferson County, Texas
- (b) Choice of Law: This Agreement is governed by the laws of the State of Texas
- (c) Entire Agreement: This Agreement constitutes the entire agreement between the NEDC, the City and the County, and all negotiations and all understandings between the Parties are merged herein. The terms and



conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.

- (d) Exhibits: All exhibits, if any, are attached and are incorporated in to the agreement.
- (e) Partial Invalidity: If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- (f) Survival: Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- (g) Assignment: The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.
- (h) Benefits: This agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- (i) Amendments: This agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- (j) Gender: Words or any gender used in this agreement shall be held and constructed in to include any other gender and words in singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- (k) Multiple Copies: This agreement may be executed in multiple counterparts each of which constitutes an original.
- (l) Article and Section Headings: The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
- (m) Misspelled Words: Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

**Jefferson County**By  \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**City of Nederland**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Nederland Economic Development Corporation**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**AGENDA ITEM****October 23, 2017**

Consider, possibly approve and authorize the County Judge to execute an Amendment in the Lease Agreement executed between Jefferson County and Al Judice d/b/a Judice's Restaurant to increase the size of the demised premises.



The State of Texas	§	<b>Retail Development (Restaurant)</b>
County of Jefferson	§	<b>Land Lease Agreement</b>

### AMENDMENT

This is a lease Amendment (herein "Amendment" and/or "Lease"), made as of September \_\_, 2017, by and between **Jefferson County, Texas**, ("LESSOR" or "LANDLORD"), a political subdivision of the state of Texas, and **Al Judice, dba Judice's Restaurant, or its authorized assignee**, (herein "LESSEE" or "TENANT") being an individual with a duly filed assumed name certificate within Jefferson County, and as such, authorized to do business in Jefferson County, Texas.

Lease is amended to increase the size of Demised Premises, Jefferson County, as LESSOR, hereby lets to LESSEE and LESSEE hereby leases from LESSOR that certain tract of land within the Development Property, which specific tract is generally described as the **Ground Lease for Restaurant Pad Improvements**, which containing approximately **1.38 acres or 60,112.80** square feet more or less detailed in Exhibit "B" attached, located at the Airport; together with the right to use and enjoy all improvements thereon, whether existing or constructed or to be constructed, referred to herein as the "**Property**", "**Leased Premises**" and/or "**Demised Premises**."

Lease is also amended to read the construction of **Al Judice, dba Judice's Restaurant, or its authorized assignee**, (herein "LESSEE" or "TENANT") will be a two story building instead of a one story building.

EXECUTED in triplicate originals as of the date first above written.

LESSOR:

**Jefferson County**

BY: \_\_\_\_\_  
 Jeff Branick  
 Jefferson County Judge

ATTEST:

**Jefferson County**

BY: \_\_\_\_\_  
 Carolyn Guidry  
 Jefferson County Clerk

LESSEE:

\_\_\_\_\_ **Judice, dba**  
**Judice's Restaurant**

BY: \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Representative

## Jack Brooks Regional Airport

5000 Jerry Ware Drive Suite 100, Beaumont TX 77705

Tel 409.719.4900 Fax 409.722.2830

Flysetx.com



Judice – Airport Ground Lease

Proposed Lease Amendment & Inter-Local with NEDC

Commissioners Court,

I have received two requests from the Nederland EDC regarding the Judice Ground Lease. The original Judice lease is as follows:

Square Feet:	28,000
Initial \$ per SF:	\$0.20
<b>Initial Annual Rent:</b>	<b>\$ 5,600</b>
Est FMV SF:	\$ 4.00
Est Total FMV:	\$ 112,000
Return on Asset/Investment:	5.0%

The current lease of \$0.20 per square foot for the 28,000 square feet will generate \$5,600 in annual rent, escalating 30% after year 6, and then increasing \$0.02 per square foot every five years thereafter. The County will also receive around \$1,666 in annual property taxes. This equals \$7,266 per year for the first 5 years, escalating thereafter commensurate with lease rates and property valuations. For the length of the lease, the County will receive, conservatively \$512,870. Assuming a 1.4% AWY for a discount rate, the Net Present Value of the Cash Flows is around \$360,028. Factoring the square footage to the NPV gives the County a \$12.86 per square foot valuation of the lease. This is exclusive of any sales taxes collected.

**The first request for the Court's consideration is an Amendment to the Ground Lease to increase the foot print from 28,000 to 60,112 square feet.**

The Amended Judice lease would be as follows:

Square Feet:	60,122
Initial \$ per SF:	\$0.20
<b>Initial Annual Rent:</b>	<b>\$ 12,022</b>
Est FMV SF:	\$ 4.00
Est Total FMV:	\$ 240,448
Return on Asset/Investment:	5.0%

This Amendment more than doubles the footprint requested and financial benefit to the County. The reason Judice wants to increase the lease size is his planned restaurant size has increased and will need the additional space for building and parking.



The second request for the Court's consideration is to execute an additional Inter-Local to reimburse, to the NEDC, water and sewer utility infrastructure costs directly related to the Judice site.

On the attached Exhibit A, the existing and proposed water and sewer lines are identified, in relation to the Judice Site.

Originally, the plan as conveyed to the Court, was for Judice to tap into the existing water and sewer utilities. Upon further review during the due diligence period, the City of Nederland made the assessment that the distance from the Judice site to the existing sanitary sewer lift station is too great to adequately handle the anticipated volume and a fire hydrant is needed closer to the site as well.

The proposed solution is to install a temporary lift station to collect the sanitary sewer from Judice site and install a fire hydrant. According to the proposed plan, up to 2 additional tenants or 3 total, depending upon size and type, would benefit from the proposed temporary lift station.

Costs for the proposed solution are:

8" Water Line	L.F.	\$ 35.00	480	\$ 16,800.00
Fire Hydrant	EA.	\$ 5,000.00	1	\$ 5,000.00
8" Tee	EA.	\$ 1,750.00	1	\$ 1,750.00
8" Gate Valve	EA.	\$ 2,250.00	1	\$ 2,250.00
8" Plug	EA.	\$ 500.00	1	\$ 500.00
Connection to Existing Water Line	L.S.	\$ 750.00	1	\$ 750.00
Total Water Items				\$ 27,050.00

2" Sanitary Sewer Force Main	L.F.	\$ 20.00	1,300	\$ 26,000.00
8" Sanitary Sewer Collection Line	EA.	\$ 30.00	575	\$ 17,250.00
Sanitary Sewer Manhole	EA.	\$ 5,000.00	3	\$ 15,000.00
Grinder Pump	EA.	\$ 3,000.00	2	\$ 6,000.00
Connection to Existing Lift Station	EA.	\$ 2,500.00	1	\$ 2,500.00
Total Sewer Items				\$ 66,750.00

TOTAL WATER ITEMS \$ 27,050.00

TOTAL SEWER ITEMS \$ 66,750.00

CONTINGENCY \$ 9,500.00

ENGINEERING \$ 15,000.00

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\$ 118,300.00



According to the NEDC, the GLOW developers will install a main lift station that others can tie into. As this is temporary and Judice's service will be connected to the "Main Sanitation System" after GLOW installs it. In order to properly evaluate the options, I have run different scenarios below:

	Scenario 1 Original	Scenario 2 Original NEDC Inter-Local	Scenario 3 Lease Amend	Scenario 4 Lease Amend NEDC Inter-Local
Square Feet:	28,000	28,000	60,112	60,112
Initial \$ per SF:	\$0.20	\$0.20	\$0.20	\$0.20
Initial Annual Rent:	\$ 5,600	\$ 5,600	\$ 12,022	\$ 12,022
Est FMV SF:	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
Est Total FMV:	\$ 112,000	\$ 112,000	\$ 240,448	\$ 240,448
Return on Asset/Investment:	5.0%	5.0%	5.0%	5.0%
<b>Taxes</b>				
Est Taxable Land Value:	\$ 54,762	\$ 54,762	\$ 117,566	\$ 117,566
Est Taxable Improv Value:	\$ 229,600	\$ 229,600	\$ 492,918	\$ 492,918
Est Tangible Pers Prop Value:	\$ 172,200	\$ 172,200	\$ 369,689	\$ 369,689
Est TOTAL PROP:	\$ 456,562	\$ 456,562	\$ 980,173	\$ 980,173
Tax Rate Per \$100:	\$ 0.365	\$ 0.365	\$ 0.365	\$ 0.365
<b>NEDC Infrastructure:</b>	<b>\$ -</b>	<b>\$ 130,000</b>	<b>\$ -</b>	<b>\$ 130,000</b>
<b>Annual "Cash to County"</b>				
NEDC Pay-Back	\$ 0	\$ (6,014)	\$ -	\$ (13,597)
Ground Rents:	\$ 5,600	\$ 5,600	\$ 12,022	\$ 12,022
Property Taxes:	\$ 1,666	\$ 1,666	\$ 3,578	\$ 3,578
	\$ 7,267	\$ 1,252	\$ 15,600	\$ 2,003
Est 49 Year Total Cash Flow:	\$ 512,870	\$ 427,819	\$ 1,101,058	\$ 971,058
Est NPV Cash Flow:	\$ 360,028	\$ 282,682	\$ 772,928	\$ 651,699
NPV per SF:	\$ 12.86	\$ 10.10	\$ 12.86	\$ 10.84
		18.2 Yrs Payback		9.5 Yrs Payback

- **Scenario 1** is the ground lease as currently executed.
- **Scenario 2** is the ground lease as currently executed, with the proposed Inter-Local agreement executed.
  - Since the size of the lease relative to the proposed infrastructure work is small, it is estimated to take almost 19 years to pay-back the \$130,000.
- **Scenario 3** is the ground lease amended to increase the footprint.
  - This is included as a reference point for the addition of the proposed Inter-local.
  - Not a viable scenario since it is unlikely this would come to fruition without the infrastructure work.
- **Scenario 4** is the ground lease amended to increase the footprint, with the proposed Inter-Local agreement executed.
  - Years 1-8: The annual net cash to the County is \$2,003.
  - Year 9: \$8,800 / Years 10-15: \$20,409.
  - Escalating thereafter commensurate with lease rates and property valuations.

Essentially, The NEDC is asking the County to eventually repay the NEDC, out of future rents and ad valorem taxes, the installation costs of a temporary sanitation and water system and fire hydrant for the Judice site. The benefit to the County will be two-fold; 1) almost doubling of the estimated cash flow to the County; and 2) the Airport Frontage Development will finally get a project with shovels in the ground.

**The two items before the Court for the Judice site are contingent upon each other. If the Inter-Local isn't approved and agreed to then the Lease Amendment is not necessary.**

Kathleen Kennedy has reviewed the Inter-Local and the Lease Amendment.

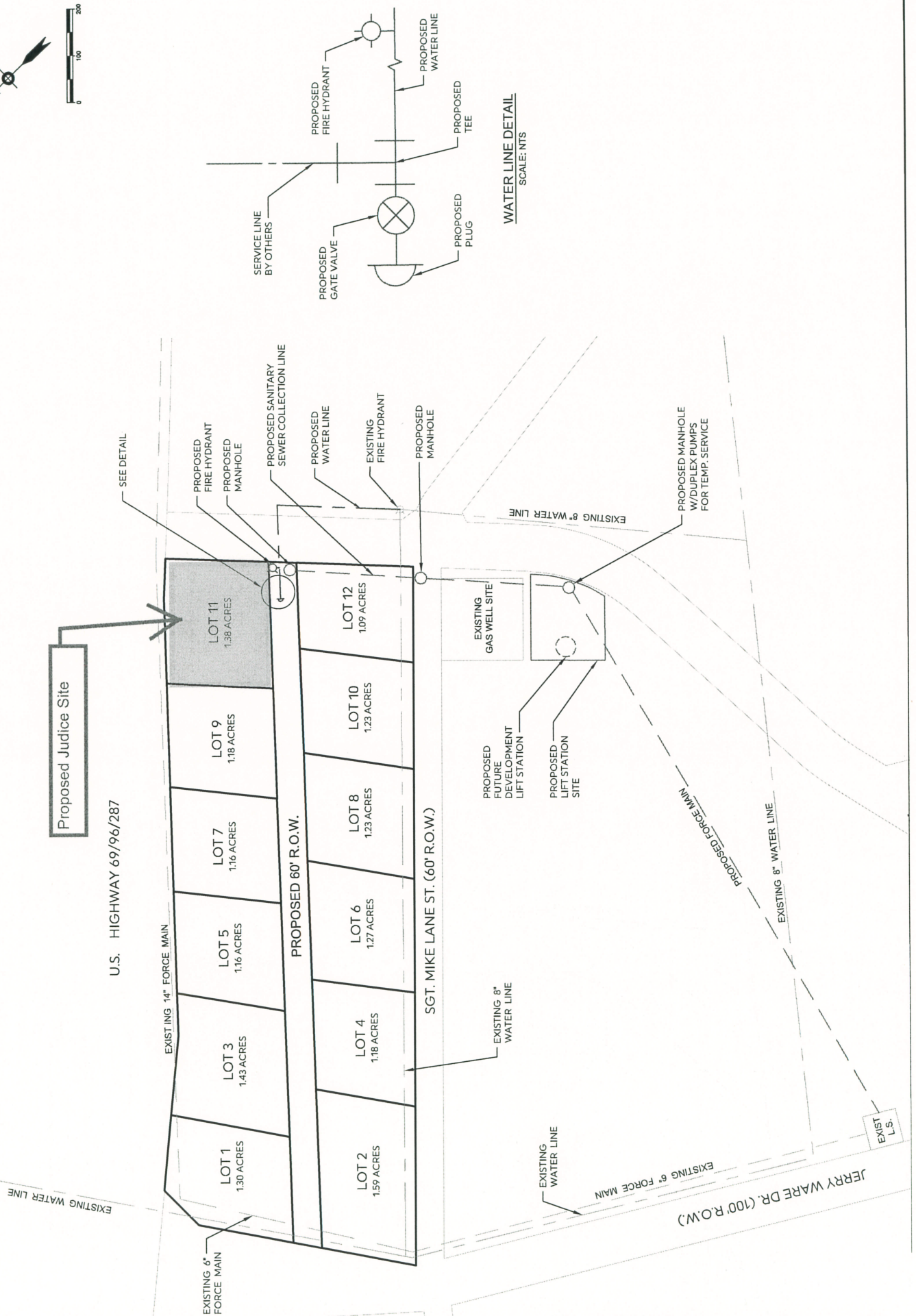
Please let me know if you have any questions.

Respectfully,

Alex Rupp  
Airport Director



# Exhibit "A"



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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** OCTOBER 18, 2017

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The following budget transfer for the 60<sup>th</sup> District Court is necessary for additional cost for payroll accruals.

120-2034-412-1007      Court Reporter      \$22

120-2034-412-2001      FICA      \$22

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** OCTOBER 18, 2017

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The following FY 2017 budget amendment for the General Services is necessary to re-budget line items to cover previous budget amendments for termination allowance.

120-1024-491-5097	Participation	\$400,000
120-1024-419-2004	Workers Compensation	\$200,000
120-3062-423-1044	Detention Officers	\$300,000
120-3062-423-2003	Employees Insurance	\$300,000



# JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

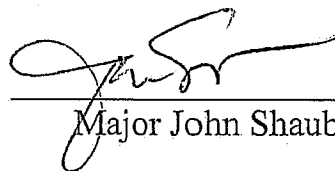
TO: Fran Lee  
Jefferson County Auditing Department

FROM: Major John Shauburger  
Jefferson County Sheriff's Department

RE: Transfer

DATE: October 17, 2017

Please transfer \$12,700.00 from budget account 120-3062-423-40-11 (Equipment - Miscellaneous) to budget account 120-3062-423-60-18 (Power Tools & Appliances). This is for the purchase of a tray delivery cart to transport inmate meals (\$8,400.00). It is also for the purchase of a used scissor lift (\$4,300.00). The cost to repair the scissor lift we have is \$4,100.00 but the cost of a used lift is only \$4,300.00.



Major John Shauburger



PO Box 149  
West Lafayette, OH 43845

# **CORRECTIONAL MEAL DELIVERY SYSTEMS**

JEFFERSON CO CORRECT  
1149 PEARL STREET, 7TH FLOOR  
To: AUDITORS OFFICE  
BEAUMONT, TX 77701

**QUOTE # QTE-0001862**

**DATE: 8/11/2017**

**Expiration Date: 11/9/2017**

SALESPERSON	SHIPPING METHOD	SHIPPING TERMS	LEAD TIME	PAYMENT TERMS	GSA #
BURNS	BEST	FREE FREIGHT <sup>1</sup>	STANDARD <sup>2</sup>	NET 30	GS-07F-049GA

ITEM #	Open Market	DESCRIPTION	CASE PACK	PRICE	QTY	EXTENDED PRICE
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820099	<input type="checkbox"/>	JZH-198 MEAL DEL CART W/REMOVABLE HTR  FULL COMPLIMENT OF FREE 9000 SERIES TRAYS/LIDS WITH EACH CART PURCHASE.	EA	\$8323.04	1.00	\$8,323.04
485148	<input type="checkbox"/>	PPST-9400 4 COMP TRAY CHOC BROWN 24/CS	CS-24	\$0.00	8.00	\$0.00
475147	<input type="checkbox"/>	PPJZL-9 LID CLARIFIED 9000 SERIES 24/CS	CS-24	\$0.00	8.00	\$0.00

<b>Subtotal</b>			\$8,323.04
<b>Tax Rate</b>	<b>0.000%</b>	<b>Tax</b>	\$0.00
<b>Total</b>			\$8,323.04

<sup>1</sup> Within CONUS; one delivery; lift gate service fees may apply

<sup>2</sup> Standard lead times: Dinnerware 2-4 weeks; Carts & Racks 4-6 weeks; Electric Equipment 8-10 weeks

Quotation Prepared by: Julie Smith

To place your order from this quote, please reference Quote # on Purchase Order.

You can e-mail your Purchase Order To: [jzsales@joneszylon.com](mailto:jzsales@joneszylon.com)

**THANK YOU FOR YOUR BUSINESS!**

**P.O. Box 149 West Lafayette, OH 43845 | P: 800.848.8160 | F: 877.632.6344 | Women-Owned Small Business**

Page 1 | 1

## Equipment Quote Worksheet

Date: 10/11/2017 Salesman: Jay Shutter

Customer: Jefferson County Sheriff's Office  
Discount:

Bill To: 5030 Hwy69 S. Phone #: 409-726-2559 Beaumont TX 77705  
Fax #

Order Placed By: I ORD RECD: PO#

Terms:

Qty: 1 Model: GS1930 Stock Control # S/N

Code	Description	List Price	Cost
	19' Genie Scissor Lift		\$4300.00
	2008 w279 Hrs.		

Total List \$ Less Discount Total Cost \$ 4300.00

( x ) SHIP TO Briggs Equipment

( ) Ship from Factory Direct to Customer

### LOCAL ITEMS

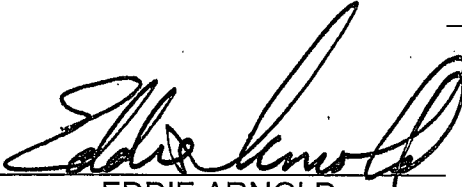
DESCRIPTION	Vendor	Cost

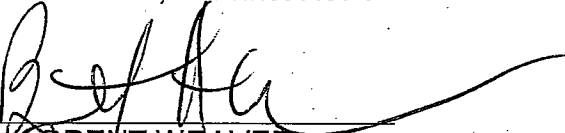
Total Unit Cost \$ 4300.00 Sales Price \$ 4300.00

This unit is in Beaumont Being painted and re decaled. If you can give me a day or so this will look like a new unit. It has low hours. 90 Day warranty

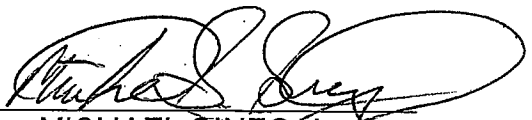
## RESOLUTION

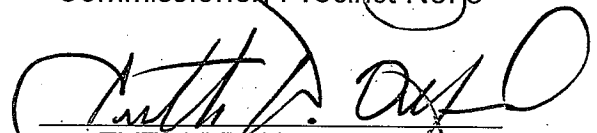
BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2017 TAX ROLL THIS 16<sup>th</sup> DAY OF October, 2017.

  
 EDDIE ARNOLD  
 Commissioner, Precinct No. 1

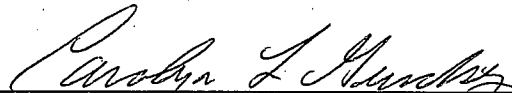
  
 BRENT WEAVER  
 Commissioner, Precinct No. 2

  
 JEFF BRANICK  
 County Judge

  
 MICHAEL SINEGAL  
 Commissioner, Precinct No. 3

  
 EVERETTE D. ALFRED  
 Commissioner, Precinct No. 4

Sworn to and subscribed before me, the undersigned authority, this 16<sup>TH</sup> day of OCTOBER, 2017.

  
 CAROLYN GUIDRY, County Clerk



ALLISON NATHAN GETZ  
TAX ASSESSOR-COLLECTOR



TERRY WUENSCHERL  
CHIEF DEPUTY

October 10, 2017

Patrick Swain  
County Auditor  
Jefferson County  
Beaumont, TX

Dear Patrick:

Attached is the **2017 Certified Tax Roll Summary**. Pursuant to the Texas Property Tax Code, Section 26.09, this certified tax roll summary should be approved at the next Commissioners' Court meeting. After the approval, please return the resolution for retention in the Tax Office.

If you should have any questions or require further information, please feel free to call.

Sincerely,

A handwritten signature in cursive script that reads "Allison Nathan Getz".

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

ANG:ce

Attachment

cc: Fran Lee

grandrcp.ltr.17



10/09/2017 02:19 pm

tc502 Juris. summary rep v1.12

Request Seq.: 2836422

## Tax Collection System - JEFFERSON COUNTY

## Certified Roll Jurisdiction Summary

Processing For Tax Year: 2017 County Code: ALL Tax Unit: ALL

Page 2 of 33

## Jurisdiction: 1 JEFFERSON COUNTY

Total Parcels: 151,026  
Market Value: 32,566,708,428

Tax Rate: 0.3649770  
State Hom: 0  
State O65: 0  
Disabled: 40,000

Opt Hom: 0.2000000  
Opt O65: 40,000  
Opt Disabled: 0

AG Exclusion Count: 4,095  
Timber Exclusion Count: 431  
HS Capped Count: 1,674  
Assessed Value: 32,119,835,014

AG Exclusion Amt: 415,411,236  
Timber Exclusion Amt: 20,048,001  
HS Capped Amt: 11,414,177

Prorated-Exxx Count/Amt: 6,842 2,459,518,409 Pro Charitable Functions Count/Amt: 35 4,978,670  
100% Exempt Vet Count/Amt: 502 59,171,035 Abatement Count/Amt: 20 1,787,143,387  
Child Count/Amt: 78 3,630,450 Prorated-Exxx Count/Amt: 2 54,190  
Pro Youth Associations Count/Amt: 22 8,868,370 Charitable Org Count/Amt: 1 69,020  
Prorated-Excl Count/Amt: 5 2,230,420 Low Income Housing Count/Amt: 2 3,280,075  
Pro Schools Count/Amt: 87 42,454,890 Hb366 Count/Amt: 106 24,102  
Pro MISC Exempts Count/Amt: 128 6,993,620 Goods in Transit Count/Amt: 1 8,811,830  
Pollution Control Count/Amt: 177 1,313,757,586

State Homestead Count: 0  
Local Homestead Count: 51,506  
State Over 65 Count: 0 1,198,600,360  
Local Over 65 Count: 19,772 733,761,239  
Surviving Spouse Count: 109 4,092,201  
State Disabled Count: 0  
Local Disabled Count: 2,098 75,885,438  
Total VET Count: 1,188 11,710,650  
\*VET Surviving Spouse Count: 28 280,032  
\*included in the Total VET Count/Amt

Partial Exempt Values: 2,024,049,888  
Taxable Value: 24,394,799,072  
Total Levy Amt: 88,243,657,17  
Late AG Penalty Count: 22  
Late AG Penalty Amt: 402,91  
Late Rendition Penalty Amt: 53,891.54  
Frozen Account Count: 19,325  
Frozen Homeste Value: 2,123,047,063  
Frozen Taxable Value: 974,111,425  
Unfrozen Levy Amt: 3,555,282,70  
Frozen Levy Amt: 2,776,919,21  
Frozen Levy Loss Amt: 778,363,49  
Total Non-Exempt Parcel Count: 151,026

Tax Collection System - JEFFERSON COUNTY

Certified Roll Jurisdiction Summary

Processing For Tax Year: 2017 County Code: ALL Tax Unit: ALL

Error Message

\*\*\*\*\* NO ERRORS \*\*\*\*\*

Records Read :

842,987

Error Count :

0

Jurisdiction Count :

32

Calculated Value

System Value

Tax Unit

Owner No.

JEFFERSON COUNTY, TEXAS

**FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY**

For the Month Ending September 30, 2017 (Unadjusted)



Patrick Swain - County Auditor

PATRICK SWAIN  
COUNTY AUDITOR  
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR  
BEAUMONT, TEXAS 77701

October 12, 2017

Honorable Commissioners Court:  
Judge Jeff R. Branick  
Commissioner Eddie Arnold  
Commissioner Brent Weaver  
Commissioner Michael "Shane" Sinegal  
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of September 30, 2017 (unadjusted) together with the results of operations of the budget for the twelfth period then ended.

**Revenue:**

Total budgeted revenue collected for the month ending September 30, 2017 (unadjusted) is \$114,773,622. Budgeted Revenues are \$116,921,656 leaving \$2,148,034 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

**Property Taxes:**

Property tax collections are \$78,780,544 for the twelve months (unadjusted) of the year. This amount represents 99.6% of the budgeted amount of \$79,071,350.

**Sales Taxes:**

Eighty-nine percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$23,950,000.

Page Two

**Licenses & Permits:**

Ninety-six percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$420,620 for the year.

**Intergovernmental:**

Ninety-two percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,360,786.

**Fees:**

Revenues from Fees have exceeded the budgeted amount of \$10,267,800 by \$1,025,639 for the year.

**Fines and Forfeitures:**

Ninety-seven percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,600,000.

**Interest:**

Ninety-eight percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$227,100.

**Other Revenues:**

Revenues from Other Revenues have exceeded the budgeted amount of \$24,000 by \$9,113 for the year.

**Expenditures:**

Overall for the County's budgeted funds, ninety-three percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$125,054,653, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,438,757 for the fiscal year ending September 30, 2017.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to be 'P. Swain', with a long horizontal stroke extending to the right.

Patrick Swain  
County Auditor

JEFFERSON COUNTY, TEXAS  
FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY  
FOR THE MONTH ENDING SEPTEMBER 30, 2017 (UNADJUSTED)  
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Jefferson County, Texas  
Consolidated Balance Sheet

For the Month Ending September 30, 2017 (Unadjusted)

	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 48,136,473	20,367,673	3,857,050	656,153	(534,231)	(5,929,343)	\$ 66,553,775
Receivables & Prepaids	6,526,590	56,900	-	143,816	41,709	-	6,769,015
Intergovernmental Receivables	3,205,687	-	-	-	-	-	3,205,687
Due From Other Funds	150,025	-	-	-	-	-	150,025
Inventory	532,589	32,235	-	-	112,616	-	677,440
Other Assets	-	-	-	-	82,987,576	-	82,987,576
Total Assets	\$ 58,551,364	\$ 20,456,808	\$ 3,857,050	\$ 799,969	\$ 82,607,670	\$ (5,929,343)	\$ 160,343,518

LIABILITIES AND FUND BALANCE/EQUITY

Payables	\$ 4,211,484	625,881	-	-	1,410,315	2,279,305	\$ 8,526,985
Intergovernmental Payables	360	-	-	-	81	-	441
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	8,641,434	-	-	131,574	267,314	-	9,040,322
Fund Balance/Equity	45,698,086	19,830,927	3,857,050	668,395	80,929,960	(8,208,648)	142,775,770
Total Liabilities and Fund Balance/Equity	\$ 58,551,364	\$ 20,456,808	\$ 3,857,050	\$ 799,969	\$ 82,607,670	\$ (5,929,343)	\$ 160,343,518

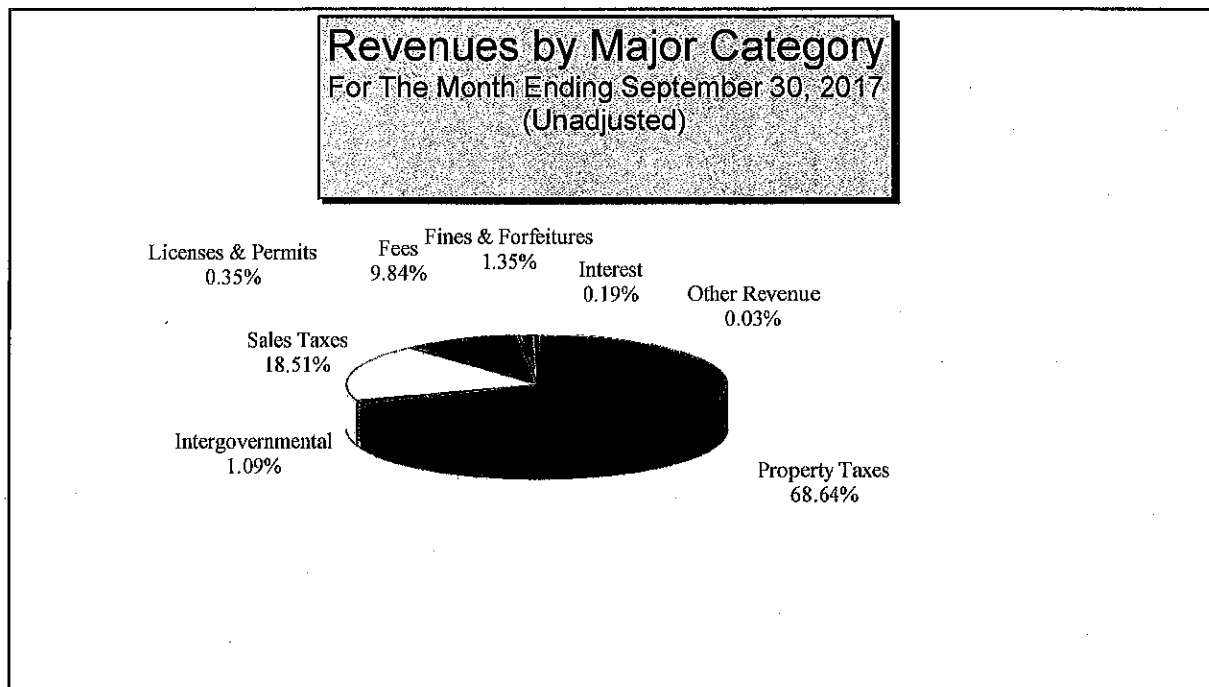


Jefferson County, Texas  
Statement of Changes in Fund Balances  
For The Month Ending September 30, 2017 (Unadjusted)

	8/31/2017	For the Month Ending September 30, 2017 (Unadjusted)					9/30/2017
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance	
Jury Fund	\$ 420,841	4,410	\$ 14,841	-	-	\$ 410,410	
Road & Bridge Pct. 1	2,971,788	82,861	75,829	-	-	2,978,820	
Road & Bridge Pct. 2	1,014,916	73,545	107,147	-	-	981,314	
Road & Bridge Pct. 3	737,102	68,270	122,062	(32,063)	-	651,247	
Road & Bridge Pct. 4	1,826,309	86,928	97,208	-	-	1,816,029	
Engineering Fund	178,329	1,381	64,456	-	-	115,254	
Parks & Recreation	100,575	8,570	5,795	-	-	103,350	
General Fund	40,634,389	1,997,306	8,177,377	-	-	34,454,318	
Mosquito Control Fund	847,416	2,482	335,697	-	-	514,201	
Tobacco Settlement Fund	3,671,487	1,656	-	-	-	3,673,143	
Total General Funds	52,403,152	2,327,409	9,000,412	(32,063)	-	45,698,086	
Total Special Revenue Funds	19,298,376	4,116,849	3,584,298	-	-	19,830,927	
Total Capital Project Funds	3,832,276	1,712	9,001	32,063	-	3,857,050	
Total Debt Service Funds	660,245	8,150	-	-	-	668,395	
Total Enterprise Funds	81,019,738	209,438	299,216	-	-	80,929,960	
Total Internal Service Funds	(8,011,567)	1,821,184	2,018,265	-	-	(8,208,648)	
Total Balances	\$ 149,202,220	\$ 8,484,742	\$ 14,911,192	\$ -	\$ -	\$ 142,775,770	

Jefferson County Texas  
Statement of Revenues by Category - Compared with Budget Allocation  
For The Month Ending September 30, 2017 - Unadjusted

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 78,780,544	\$ 79,071,350	\$ 290,806	0.37%
Sales Taxes	21,244,161	23,950,000	2,705,839	11.30%
Licenses & Permits	403,040	420,620	17,580	4.18%
Intergovernmental	1,249,340	1,360,786	111,446	8.19%
Fees	11,293,439	10,267,800	(1,025,639)	-9.99%
Fines & Forfeitures	1,547,467	1,600,000	52,533	3.28%
Interest	222,518	227,100	4,582	2.02%
Other Revenue	33,113	24,000	(9,113)	-37.97%
	<u>\$ 114,773,622</u>	<u>\$ 116,921,656</u>	<u>\$ 2,148,034</u>	<u>1.84%</u>



**Jefferson County, Texas**  
**Statement of Revenues - Compared With Budget Allocation**  
**For The Month Ending September 30, 2017 - Unadjusted**

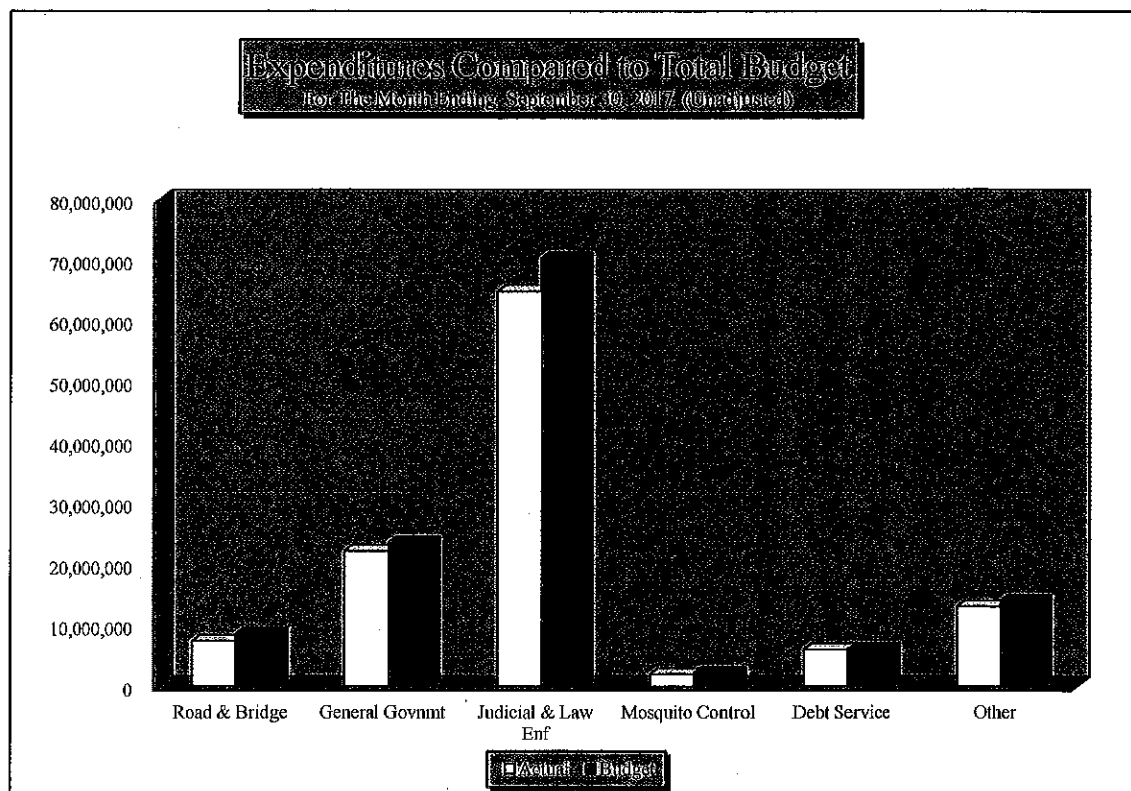
	October 2016										Cumulative		Annual	Unrealized
	-December	January	February	March	April	May	June	July	August	September	Total	Budget	Balance	
Jury Fund														
Current Taxes	\$ 51,307	\$ 121,321	\$ 108,453	\$ 3,844	\$ 1,867	\$ 1,163	\$ 1,721	\$ 1,165	\$ 738	\$ 210	\$ 291,789	\$ 293,589	\$ 1,800	
Delinquent Taxes	1,585	435	382	757	356	670	366	405	483	240	5,679	5,527	(152)	
Jury Fees	9,117	4,287	5,673	4,618	4,615	4,726	5,919	5,366	5,004	3,960	53,285	32,000	(21,285)	
Other Revenue	76,772	21,420	17,000	-	-	14,994	51,340	-	-	-	181,526	400,000	218,474	
Road & Bridge Pct. 1														
Current Taxes	98,835	233,706	208,917	7,405	3,594	2,240	3,314	2,244	1,422	404	562,081	565,552	3,471	
Delinquent Taxes	2,071	569	499	989	466	876	479	529	631	314	7,423	7,224	(199)	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	81,287	-	-	-	-	504,996	-	-	-	586,283	575,740	(10,543)	
Road & Bridge Fees	109,563	49,315	43,259	64,876	51,566	49,314	55,488	45,696	22,909	62,608	554,594	562,655	8,061	
Sales, Rentals & Services	-	-	-	-	-	-	-	-	342	-	342	-	(342)	
Fines and Forfeitures	42,608	15,976	17,936	27,161	26,978	18,105	23,937	24,095	21,604	19,535	237,935	235,530	(2,405)	
Road & Bridge Pct. 2														
Current Taxes	90,564	214,149	191,434	6,785	3,293	2,053	3,037	2,055	1,303	370	515,043	518,225	3,182	
Delinquent Taxes	1,899	521	457	907	427	802	439	485	578	288	6,803	6,620	(183)	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	74,485	-	-	-	-	462,736	-	-	-	537,221	527,560	(9,661)	
Road & Bridge Fees	96,227	43,312	37,994	56,979	45,289	43,312	48,734	40,134	20,120	54,987	487,088	515,570	28,482	
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fines and Forfeitures	39,041	14,639	16,435	24,888	24,720	16,590	21,934	22,078	19,796	17,900	218,021	215,820	(2,201)	
Road & Bridge Pct. 3														
Current Taxes	82,671	195,484	174,750	6,195	3,006	1,874	2,772	1,877	1,190	338	470,157	473,059	2,902	
Delinquent Taxes	1,733	476	417	828	390	733	401	443	528	263	6,212	6,043	(169)	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	67,993	-	-	-	-	422,406	-	2	-	490,401	481,580	(8,821)	
Road & Bridge Fees	89,826	40,431	35,466	53,188	42,276	40,430	45,492	37,464	18,779	51,329	454,681	470,635	15,954	
Sales, Rentals & Services	(250)	-	3,291	(723)	(1,881)	539	-	1,243	81	-	2,300	-	(2,300)	
Fines and Forfeitures	35,639	13,364	15,003	22,719	22,566	15,144	20,022	20,154	18,071	16,340	199,022	197,010	(2,012)	
Road & Bridge Pct. 4														
Current Taxes	105,595	249,693	223,207	7,912	3,840	2,394	3,541	2,397	1,519	432	600,530	604,236	3,706	
Delinquent Taxes	2,213	607	533	1,057	498	936	512	565	674	336	7,931	7,718	(213)	
Intergovernmental Revenue	-	-	-	-	-	-	-	4,829	4,021	-	8,850	1,200	(7,650)	
Auto Registration Fees	-	86,847	-	-	-	-	539,537	-	-	-	626,384	615,120	(11,264)	
Road & Bridge Fees	114,734	51,642	45,301	67,937	53,999	51,641	58,106	47,852	23,990	65,562	580,764	601,140	20,376	
Sales, Rentals & Services	(563)	400	-	202	28,821	3,450	2,815	1,600	(671)	(271)	35,783	-	(35,783)	
Fines and Forfeitures	45,518	17,067	19,161	29,017	-	19,341	25,572	25,739	23,079	20,869	225,363	251,640	26,277	
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	

**Jefferson County, Texas**  
**Statement of Revenues - Compared With Budget Allocation**  
**For The Month Ending September 30, 2017 - Unadjusted**

	October 2016 -December	January	February	March	April	May	June	July	August	September	Cumulative Total	Annual Budget	Unrealized Balance
<b>Engineering Fund</b>													
Current Taxes	\$ 160,140	\$ 378,670	\$ 338,504	\$ 11,999	\$ 5,824	\$ 3,630	\$ 5,370	\$ 3,636	\$ 2,305	\$ 655	\$ 910,733	\$ 916,353	\$ 5,620
Delinquent Taxes	3,468	952	835	1,656	780	1,466	802	886	1,056	526	12,427	12,095	(332)
Licenses and Permits	950	-	-	-	-	-	100	-	-	-	1,050	400	(650)
Sales, Rentals & Services	-	100	-	-	200	-	-	-	-	200	500	500	-
Parks & Recreation													
Current Taxes	9,047	21,394	19,124	678	329	205	303	205	130	37	51,452	51,771	319
Delinquent Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales, Rentals & Services	17,791	4,372	3,964	5,947	5,261	6,423	5,278	4,926	7,042	8,533	69,537	70,200	663
<b>General Fund</b>													
Current Taxes	13,231,557	31,287,550	19,724,539	298,011	481,180	299,939	443,702	300,400	190,393	54,123	66,311,394	66,775,860	464,466
Delinquent Taxes	275,547	75,630	66,303	131,592	61,980	116,512	63,703	70,425	83,927	41,793	987,412	960,927	(26,485)
Sales Taxes	2,048,171	2,233,823	2,548,158	1,902,444	1,873,347	2,543,383	1,901,398	2,188,457	2,314,430	1,690,550	21,244,161	23,950,000	2,705,839
Other Taxes	1,449	-	-	-	-	-	21,675	-	7,166	2,823	33,113	24,000	(9,113)
Licenses and Permits	75,348	31,444	34,830	34,934	45,001	34,477	39,613	38,217	34,951	33,175	401,990	420,220	18,230
Intergovernmental Revenue	136,191	19,904	136,795	57,027	361,806	97,049	48,083	15,989	150,709	35,411	1,058,964	959,586	(99,378)
Fees of Office	897,664	290,453	432,095	324,120	349,344	304,760	369,615	396,207	285,209	285,960	3,935,427	4,095,500	160,073
Other Sales, Rentals & Svcs.	798,224	(63,745)	415,158	199,389	369,513	269,978	228,744	277,768	562,600	(178,780)	2,878,849	1,719,600	(1,159,249)
Fines & Forfeitures	134,651	3,971	74,837	3,474	54,341	93,550	68,457	165,715	55,985	12,145	667,126	700,000	32,874
Interest	6,894	4,083	25,508	14,404	18,622	7,791	51,502	9,977	37,647	20,106	196,534	200,000	3,466
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Mosquito Control Fund</b>													
Current Taxes	321,045	759,148	678,625	24,055	11,675	7,278	10,766	7,288	4,619	1,313	1,825,812	1,837,083	11,271
Delinquent Taxes	7,705	2,115	1,854	3,680	1,733	3,257	1,781	1,969	2,347	1,169	27,610	26,870	(740)
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Tobacco Settlement Fund</b>													
Interest	2,101	237	1,169	700	964	432	3,112	663	2,695	1,656	13,729	15,000	1,271
<b>Debt Service</b>													
Current Taxes	1,072,063	2,535,016	2,266,128	80,325	38,986	24,302	35,949	24,339	15,426	4,385	6,096,919	5,935,622	(161,297)
Delinquent Taxes	23,608	5,964	5,384	11,109	4,949	10,483	5,244	6,081	6,846	3,469	83,137	66,976	(16,161)
Interest	844	227	1,842	1,122	1,553	701	5,081	113	476	296	12,255	12,100	(155)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 20,321,163</b>	<b>\$ 39,190,734</b>	<b>\$ 27,941,220</b>	<b>\$ 3,494,207</b>	<b>\$ 4,004,074</b>	<b>\$ 4,116,943</b>	<b>\$ 5,615,894</b>	<b>\$ 3,801,676</b>	<b>\$ 3,952,152</b>	<b>\$ 2,335,559</b>	<b>\$ 114,773,622</b>	<b>\$ 116,921,656</b>	<b>\$ 2,148,034</b>

Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation - 100% of Budget Expended  
For The Month Ending September 30, 2017 (Unadjusted)

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 478,389	\$ 592,307	\$ 113,918	19.23%
Road & Bridge Funds	6,487,837	7,435,866	948,029	12.75%
Engineering Fund	878,119	996,435	118,316	11.87%
Parks & Recreation Fund	107,611	178,115	70,504	39.58%
General Fund:				
General Government	22,254,326	23,672,408	1,418,082	5.99%
Judicial	17,732,685	18,978,780	1,246,095	6.57%
Law Enforcement	46,667,260	50,750,705	4,083,445	8.05%
Education	360,561	409,333	48,772	11.91%
Health & Welfare	8,086,159	8,439,758	353,599	4.19%
Maintenance	3,318,615	3,753,677	435,062	11.59%
Other	1,256,592	1,409,972	153,380	10.88%
Mosquito Control Fund	2,027,358	2,228,867	201,509	9.04%
Tobacco Settlement	100,000	100,000	-	-
Debt Service Funds	6,105,455	6,108,430	2,975	0.05%
	<u>\$ 115,860,967</u>	<u>\$ 125,054,653</u>	<u>\$ 9,193,686</u>	<u>7.35%</u>



Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Month Ending September 30, 2017 (Unadjusted)

	October 2016												Cumulative	
	December	January	February	March	April	May	June	July	August	September	Encumbrances	Total	Annual Budget	Unencumbered Balance
Jury Fund	\$ 166,100	\$ 46,447	\$ 47,203	\$ 15,392	\$ 15,152	\$ 46,827	\$ 53,688	\$ 55,223	\$ 15,433	\$ 14,841	\$ 2,083	\$ 478,389	\$ 592,307	\$ 113,918
Road & Bridge Pct. 1	311,049	400,646	109,019	97,022	146,992	92,987	134,420	92,684	90,612	75,829	90,321	1,641,581	1,891,088	249,507
Road & Bridge Pct. 2	347,319	99,594	116,204	117,215	108,363	185,510	158,416	126,469	114,291	107,147	92,420	1,572,948	1,721,091	148,143
Road & Bridge Pct. 3	344,010	100,365	101,393	101,965	111,303	181,224	133,384	133,331	209,122	122,062	31,752	1,569,911	1,807,350	237,439
Road & Bridge Pct. 4	382,544	125,425	72,202	114,457	116,209	242,508	161,673	124,266	179,334	97,208	87,571	1,703,397	2,016,337	312,940
Engineering	253,284	75,910	66,058	62,981	63,672	64,463	94,979	63,504	68,065	64,456	747	878,119	996,435	118,316
Parks & Recreation	22,055	6,075	4,015	4,712	10,982	5,401	14,553	10,613	9,044	5,795	14,366	107,611	178,115	70,504
Tax Assessor/Coll.	1,019,355	277,784	277,221	275,487	272,298	273,405	404,929	278,368	280,702	275,510	4,756	3,639,815	3,858,457	218,642
Human Resources	105,160	30,649	31,300	34,666	31,227	32,989	47,496	33,363	31,478	31,113	2,451	411,892	429,962	18,070
County Auditor	412,891	104,772	103,322	99,766	103,688	107,154	148,217	89,182	86,774	82,561	2,416	1,340,743	1,449,923	109,180
County Clerk	560,573	174,989	159,102	154,928	208,430	163,959	224,840	156,968	158,157	152,188	8,889	2,123,023	2,277,022	153,999
County Judge	224,357	71,009	59,088	56,839	64,024	61,686	90,860	70,955	62,725	52,723	149	814,415	889,895	75,480
Risk Management	64,857	18,362	18,903	18,507	18,477	18,523	27,592	18,565	18,892	18,717	150	241,545	251,816	10,271
County Treasurer	98,143	28,243	28,466	28,725	28,460	29,774	41,340	30,188	28,948	28,198	-	370,485	379,487	9,002
Printing Department	35,455	9,353	10,294	11,326	9,648	14,269	14,748	9,837	9,491	16,389	13,709	154,519	169,168	14,649
Purchasing Department	141,337	39,460	39,053	41,635	39,162	39,788	61,095	42,550	39,264	39,632	8,971	531,947	559,482	27,535
General Services	2,565,490	1,427,127	1,302,340	757,600	566,800	647,717	818,872	544,213	544,312	621,083	34,318	9,829,872	10,341,981	512,109
MIS	604,842	138,840	153,502	136,854	133,590	146,232	228,055	150,064	156,151	138,410	46,842	2,033,412	2,118,915	85,503
Voter's Registration	27,764	6,368	7,315	6,789	7,582	6,949	9,536	6,914	9,239	4,141	524	93,121	106,214	13,093
Elections	412,308	(23,806)	30,968	34,543	23,798	60,631	37,835	24,614	47,026	10,807	10,813	669,537	840,086	170,549
District Attorney	1,673,829	495,127	471,135	489,583	475,485	476,106	709,660	481,232	485,517	467,809	14,418	6,239,921	6,600,556	360,635
District Clerk	493,043	137,452	144,722	143,561	139,018	144,968	208,482	143,250	139,644	142,743	7,052	1,843,935	1,900,869	56,934
Criminal Dist. Court	320,764	103,368	105,607	103,190	102,468	115,880	141,696	225,802	108,523	102,825	29	1,430,152	1,495,083	64,931
58th Dist. Court	72,747	20,448	20,718	20,529	20,411	20,754	30,783	21,529	20,678	20,657	1	269,255	295,885	26,630
60th Dist. Court	77,782	21,416	21,633	21,464	21,630	22,107	32,762	22,310	21,995	21,922	272	285,293	291,462	6,169
136th Dist. Court	79,665	19,654	21,326	21,311	21,500	22,076	33,197	22,078	24,579	22,105	-	287,491	302,169	14,678
172nd Dist. Court	76,261	21,437	21,303	21,236	18,430	20,278	30,295	20,775	20,755	20,775	244	271,789	292,766	20,977
252nd Dist. Court	213,762	166,471	94,297	78,300	87,571	331,934	123,840	136,452	98,216	80,516	(432)	1,410,927	1,531,980	121,053
279th Dist. Court	89,031	35,245	31,733	30,950	26,294	27,737	33,827	27,212	32,310	24,098	382	358,819	398,987	40,168
317th Dist. Court	185,794	48,945	51,390	49,650	61,545	61,482	70,145	59,168	58,457	56,146	413	703,135	765,711	62,576
J.P. Pct. 1 Pl. 1	92,732	27,275	26,796	27,957	27,525	27,429	40,644	27,743	28,578	26,857	57	353,593	367,606	14,013
J.P. Pct. 1 Pl. 2	92,343	26,515	26,394	27,784	26,290	26,239	39,903	26,518	26,447	26,750	2,057	347,240	365,966	18,726
J.P. Pct. 2	75,276	22,939	22,722	22,814	21,762	22,961	33,883	21,481	21,481	20,685	480	286,484	339,964	53,480
J.P. Pct. 4	93,966	27,541	26,689	24,428	25,524	26,043	37,909	25,404	26,430	24,773	-	338,707	362,346	23,639
J.P. Pct. 6	92,553	27,096	27,016	28,057	27,165	27,226	39,858	27,707	27,338	26,990	1,387	352,393	368,970	16,577
J.P. Pct. 7	85,245	24,638	24,885	25,395	25,461	25,637	41,065	24,873	25,796	24,481	775	328,251	364,635	36,384
J.P. Pct. 8	85,104	24,493	25,624	24,457	25,173	24,525	35,749	24,826	24,260	25,814	46	320,071	359,946	39,875
City, Court at Law 1	124,612	35,976	36,140	36,147	35,425	36,180	52,658	35,300	35,624	40,687	-	463,514	478,622	15,108
City, Court at Law 2	152,507	46,466	44,641	47,535	45,231	46,227	64,150	45,691	45,340	50,033	1,118	579,593	646,168	66,575
City, Court at Law 3	179,263	54,571	55,139	55,397	51,670	55,147	76,474	53,138	55,088	50,033	79	685,999	720,898	34,899
CourtMaster	96,490	30,374	29,127	27,917	27,530	27,747	40,317	28,331	27,744	34,506	-	370,083	484,152	114,069

Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Month Ending September 30, 2017 (Unadjusted)

	October 2016												Cumulative		Annual Budget	Unencumbered Balance
	December	January	February	March	April	May	June	July	August	September	Encumbrances	Total				
Dispute Resolution	\$ 52,043	\$ 19,315	\$ 15,164	\$ 15,085	\$ 14,402	\$ 16,301	\$ 21,875	\$ 14,674	\$ 15,335	\$ 14,707	\$ 7,139	\$ 206,040	\$ 244,039	\$ 37,999		
Alternative School	85,159	22,222	29,625	30,026	29,636	29,644	43,440	29,722	30,151	29,398	4,470	363,493	394,076	30,583		
Comm. Supervision	1,073	358	1,699	1,365	1,968	2,447	1,009	358	470	5,919	456	17,122	19,082	1,960		
Sheriff's Dept.	3,520,104	960,163	887,927	921,376	897,522	978,552	1,371,629	944,891	929,526	912,020	76,960	12,408,670	13,454,198	1,045,528		
Crime Lab	336,227	90,116	92,281	91,951	89,120	93,027	136,354	105,660	94,089	77,517	19,335	1,225,677	1,342,460	116,783		
Jail	6,883,080	2,219,915	1,969,283	2,050,097	2,034,550	1,820,477	2,795,020	2,334,767	1,889,506	1,502,609	236,939	25,736,243	27,760,000	2,023,757		
Juvenile Probation	347,424	95,117	94,776	97,939	98,712	103,331	150,296	109,983	102,283	32,851	1,648	1,234,360	1,589,282	354,922		
Juvenile Detention	467,821	159,365	138,084	145,158	153,389	154,972	204,260	147,424	144,317	107,056	32,559	1,854,405	2,106,820	252,415		
Constable Pct. 1	250,667	52,854	54,953	52,784	21,411	77,304	78,745	56,875	51,521	50,662	14,078	761,854	811,364	49,510		
Constable Pct. 2	110,549	32,631	31,510	32,924	32,457	32,717	47,576	33,024	34,097	32,841	98	420,424	448,812	28,388		
Constable Pct. 4	130,162	28,872	31,490	30,622	29,381	40,341	47,760	31,757	31,318	29,279	647	431,629	461,861	30,232		
Constable Pct. 6	151,594	42,219	69,995	43,497	44,041	44,116	61,434	40,363	41,076	38,035	127	576,497	585,912	9,415		
Constable Pct. 7	114,215	30,196	24,138	26,615	33,950	30,089	46,337	30,758	31,308	29,796	979	398,381	438,613	40,232		
Constable Pct. 8	112,534	32,101	31,940	32,448	31,796	32,017	47,593	33,071	32,440	31,700	1,624	419,264	433,225	13,961		
County Morgue	142,012	110,050	63,692	58,635	76,347	38,504	90,936	58,075	100,325	80,533	132	819,241	905,000	85,759		
Agriculture Ext.	101,453	26,949	26,392	26,640	27,174	27,701	40,180	26,066	26,893	28,865	2,248	360,561	409,333	48,772		
Public Health # 1	285,480	93,640	82,604	78,539	125,197	103,510	120,657	96,459	96,189	79,380	4,323	1,165,978	1,264,776	98,798		
Public Health # 2	281,862	91,254	90,076	86,506	81,074	88,948	120,241	93,106	85,437	77,612	5,897	1,102,013	1,234,675	132,662		
Nurse Practitioner	76,087	23,029	21,728	22,389	23,897	23,911	32,253	22,529	22,316	28,873	2,178	299,190	305,055	5,865		
Child Welfare	11,863	14,886	10,906	4,999	22,552	16,816	7,420	2,733	6,820	(15)	-	98,380	120,000	21,620		
Env. Control	93,286	26,480	26,232	27,692	26,490	26,789	39,579	27,292	27,606	26,727	382	348,555	386,151	37,596		
Ind. Medical Svcs.	249,311	1,924,775	111,741	100,957	106,552	118,010	126,928	73,404	103,038	1,862,903	77,247	4,854,866	4,901,207	46,341		
Emergency Mgmt.	58,488	16,704	16,707	16,706	16,710	16,853	24,881	16,706	16,708	16,714	-	217,177	227,894	10,717		
Beaumont Maintenance	481,172	234,179	160,281	183,669	166,790	352,950	157,604	272,288	204,173	176,449	60,105	2,449,660	2,773,185	323,525		
Port Arthur Maint.	163,974	53,670	51,907	47,243	54,997	55,933	70,276	64,153	53,793	48,576	17,583	682,105	760,856	78,751		
Mid-County Maint.	38,928	14,348	17,001	14,502	12,191	16,453	17,737	15,717	15,367	12,372	12,234	186,850	219,636	32,786		
Service Center	167,681	95,477	60,861	55,794	84,584	112,162	79,302	96,811	95,938	53,606	64,772	966,988	1,115,164	148,176		
Veteran Service	76,524	23,280	22,368	22,371	22,084	22,436	32,630	22,148	22,453	22,296	1,014	289,604	294,808	5,204		
Mosquito Control	553,455	88,654	88,745	86,887	136,526	212,474	164,435	230,554	101,095	335,697	28,836	2,027,358	2,228,867	201,509		
Tobacco Settlement	100,000	-	-	-	-	-	-	-	-	-	-	100,000	100,000	-		
Debt Service Funds	500	788,990	-	-	-	500	-	5,395,465	-	-	-	6,105,455	6,108,430	2,975		
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total	\$ 27,996,390	\$ 11,914,868	\$ 8,390,111	\$ 7,903,887	\$ 7,888,465	\$ 8,700,004	\$ 11,002,222	\$ 13,989,524	\$ 7,919,448	\$ 9,000,412	\$ 1,155,636	\$ 115,860,967	\$ 125,054,653	\$ 9,193,686		

Jefferson County, Texas  
Statement of Bonded Indebtedness  
For The Month Ending September 30, 2017 (Unadjusted)

Issue	Beginning Amount Outstanding	2016-2017 Requirements				2016-2017 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2011 Refunding Bonds	1,150,000	1,150,000	34,500	2,500	1,187,000	1,150,000	34,500	725	1,185,225	-
2012 Refunding Bonds	34,380,000	3,275,000	1,367,200	2,500	4,644,700	3,275,000	1,367,200	1,900	4,644,100	31,105,000
2013 Refunding Bonds	540,000	265,000	9,230	2,500	276,730	265,000	9,230	1,900	276,130	275,000
	<u>\$ 36,070,000</u>	<u>\$ 4,690,000</u>	<u>\$ 1,410,930</u>	<u>\$ 7,500</u>	<u>\$ 6,108,430</u>	<u>\$ 4,690,000</u>	<u>\$ 1,410,930</u>	<u>\$ 4,525</u>	<u>\$ 6,105,455</u>	<u>\$ 31,380,000</u>



Jefferson County, Texas  
Statement of Transfers In and Out

Fund		Transfers In	Transfers Out
113	Road & Bridge Pct 3		32,063 (a)
120	General Fund	18,896 (c)	1,738,748 (a)
120	General Fund		41,461 (b)
223	Juvenile TJPC-A		749 (c)
224	Juvenile Grant R		3 (c)
225	Juvenile Probation & Detention Fund	752 (c)	
242	Body-Worn Camera Grant	25,850 (b)	
243	JAG Grant	9,137 (a)	
245	Crime Victims Clearing	909 (c)	
248	Crime Victims Clearing		909 (c)
257	Auto Theft Grant	25,661 (b)	
265	Cheek H2O & Sewer	10,800 (b)	18,896 (c)
310	1957 Road Bond Fund	1,975 (c)	
311	Capital Project Funds	120,960 (c)	41,098 (b)
311	Capital Project Funds	32,063 (a)	1,975 (c)
312	CERTZ Grant	41,098 (b)	
325	Keith Lake Fish Pass		120,960 (c)
550	SETEC Fund	1,729,611 (a)	
741	Sheriff Forfeiture Fund		20,850 (b)
865	Marine Division		179,829 (b)
880	FY 2015 Port Security Grant	173,909 (b)	
881	FY 2016 Port Security Grant	5,920 (b)	
		<u>\$2,197,541</u>	<u>\$2,197,541</u>

(a) Budgeted Transfer

(b) Grant Match

(c) Close fund

Jefferson County, Texas  
Statement of Comp-Time Liability  
For The Fourth Quarter - September 30, 2017

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	298.13	\$ 7,138.49
Road & Bridge # 2	474.95	11,683.33
Road & Bridge # 3	503.70	11,272.13
Road & Bridge # 4	63.00	1,360.47
Engineering	82.27	2,331.32
Tax Assessor/Collector	353.65	7,072.22
Human Resources	16.75	335.56
County Auditor	112.99	3,006.63
County Clerk	165.14	3,365.47
County Judge	72.64	1,829.29
Treasurer	0.01	0.09
Printing	0.55	13.16
Purchasing Department	8.75	179.17
MIS	512.24	14,342.87
Voter Registration	31.25	809.84
Elections Department	112.82	2,695.85
District Attorney	0.08	1.67
District Clerk	514.31	9,855.18
Criminal District Court	65.00	1,626.23
58th District Court	1.63	40.65
172nd District Court	0.00	0.00
252nd District Court	89.38	2,864.44
279th District Court	0.01	0.13
Justice of Peace Pct. 1 Pl. 1	68.50	1,659.62
Justice of Peace Pct. 1 Pl. 2	0.00	0.00
Justice of Peace Pct. 2	0.00	0.00
Justice of Peace Pct. 4	0.01	0.12
Justice of Peace Pct. 6	3.62	84.06
Justice of Peace Pct. 7	50.63	1,225.72
Justice of Peace Pct. 8	0.00	0.00
County Court at Law #2	77.37	2,476.93
Court Master	11.38	226.89
ASAP	67.38	1,866.18
Marine Division	3,209.61	101,548.43
Alternative School	141.00	4,354.51
Sheriff's Department	11,217.31	363,207.93
Crime Lab	236.35	8,582.93
Correctional Facility	8,047.84	195,480.43
Juvenile Detention Home	453.66	8,269.06

Jefferson County, Texas  
Statement of Comp-Time Liability  
For The Fourth Quarter - September 30, 2017

Department	Cumulative Hours	Current Liability
Juvenile Probation	172.67	3,332.31
Constable Pct. 1	257.50	8,094.93
Constable Pct. 2	66.50	2,526.32
Constable Pct. 4	97.50	3,560.20
Constable Pct. 6	80.70	2,547.39
Constable Pct. 7	64.79	2,339.39
Constable Pct. 8	24.12	482.11
Public Health No. 1	102.51	1,631.06
Public Health No. 2	49.64	868.99
Indigent Health	0.00	0.00
Mosquito Control	415.88	9,098.04
Maintenance - Beaumont	301.88	6,123.57
Maintenance - Port Arthur	217.75	4,156.11
Maintenance- Mid County	0.00	0.00
Visitors' Center	92.05	1,196.38
Service Center	11.00	257.50
Veterans' Services Office	0.62	14.36
Environmental Control	0.00	0.00
Emergency Management	77.75	2,221.39
Airport	896.50	18,069.29
Dispute Resolution Center	75.14	1,345.54
Grant A Basic Probation	138.25	2,364.71
Grant A Mental Health Service	0.75	19.90
Grant A Community Programs	104.94	1,938.85
Grant A Pre and Post Adjudication	0.00	0.00
Sheriff Mental Health Liaison	0.00	0.00
Community Supervision	415.67	9,452.03
Women's Center	575.35	8,266.64
Community Corrections	28.76	525.83
High Need Program	1.00	25.53
Misdemeanor Pretrial	0.01	0.07
DWI Pretrial	11.00	150.14
TJPC Grant Contract M	25.66	452.22
Drug Diversion	36.25	684.80
Juvenile Probation and Detention	6.75	84.52
Mentally Impaired Offender	3.50	83.37
Auto Theft	6.00	210.06
Courthouse Security	231.50	7,183.40
Total	<u>31,653.80</u>	<u>\$ 870,113.95</u>
Comp-Time Liability at 9/30/16	31,748.74	\$860,954.75



PGM: GMCOMMV2	DATE 10-23-2017	PAGE: 1 79	TOTAL
NAME	AMOUNT	CHECK NO.	
JURY FUND			
ALISA RAUMAKER, CSR	204.76	439204	
TRI-CITY COFFEE SERVICE	248.25	439279	
DAWN DONUTS	91.00	439404	544.01**
ROAD & BRIDGE PCT.#1			
LOUIS' YAZOO SALES & SERVICE, LLC	538.53	439245	
MUNRO'S	29.65	439251	
OFFICE DEPOT	722.61	439254	
SANITARY SUPPLY, INC.	584.15	439262	
SOUTHEAST TEXAS WATER	14.00	439266	
ADVANCE AUTO PARTS	848.12	439373	2,737.06**
ROAD & BRIDGE PCT.#2			
CERTIFIED LABORATORIES	668.26	439212	
MUNRO'S	20.00	439251	
AT&T	95.88	439268	
CENTERPOINT ENERGY RESOURCES CORP	43.16	439330	
NEW WAVE WELDING TECHNOLOGY	262.96	439344	1,090.26**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	29.32	439215	
FARM & HOME SUPPLY	131.46	439225	
ENTERGY	27.84	439233	
LOUIS' YAZOO SALES & SERVICE, LLC	79.80	439245	
OIL CITY TRACTORS, INC.	65.39	439255	
PHILPOTT MOTORS, INC.	1,795.86	439259	
TIME WARNER COMMUNICATIONS	90.87	439273	
STRATTON INC.	216.51	439282	
HOWARD'S AUTO SUPPLY	3.61	439288	
MUNRO'S SAFETY APPAREL	77.40	439325	
DOGGETT HEAVY MACHINERY LLC	39.77	439351	
SHOPPA'S FARM SUPPLY	1,512.19	439391	4,070.02**
ROAD & BRIDGE PCT.#4			
CHUCK'S WRECKER SERVICE	355.00	439213	
COASTAL WELDING SUPPLY	54.00	439220	
INTERSTATE BATTERIES OF BEAUMONT/PA	465.80	439235	
KAY ELECTRONICS, INC.	317.50	439239	
OIL CITY TRACTORS, INC.	62.49	439255	
PHILPOTT MOTORS, INC.	68.16	439259	
SMART'S TRUCK & TRAILER, INC.	127.08	439264	
SOUTHEAST TEXAS WATER	12.95	439266	
AT&T	74.12	439268	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	379.70	439381	
CINTAS CORPORATION	63.44	439411	
TRINITY VALLEY TRACTORS INC	308.43	439418	
GULF COAST	212.16	439419	2,500.83**
ENGINEERING FUND			
OFFICE DEPOT	207.84	439254	207.84**
PARKS & RECREATION			
WALMART COMMUNITY BRC	87.38	439312	87.38**
GENERAL FUND			
CITY OF BEAUMONT - CENTRAL COLLECTI	125,522.95	439214	125,522.95*
TAX OFFICE			
UNITED STATES POSTAL SERVICE	624.83	439314	624.83*
COUNTY HUMAN RESOURCES			

PGM: GMCOMMV2	DATE 10-23-2017	AMOUNT	CHECK NO.	PAGE: 2 80 TOTAL
NAME				
OFFICE DEPOT	701.94	439254		
UNITED STATES POSTAL SERVICE	1.21	439314		
JEFFERSON COUNTY CREDIT CARDS	185.62	439352		
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	280.00	439409		
AUDITOR'S OFFICE				1,168.77*
OFFICE DEPOT	92.97	439254		
UNITED STATES POSTAL SERVICE	3.42	439314		
COUNTY CLERK				89.55*
OFFICE DEPOT	105.98	439254		
UNITED STATES POSTAL SERVICE	315.39	439314		
WESTERN MICROGRAPHICS & IMAGING	710.70	439362		
RICOH USA INC	214.32	439370		
COUNTY JUDGE				1,346.39*
TRAVIS EVANS	500.00	439224		
UNITED STATES POSTAL SERVICE	.46	439314		
JAN GIROUARD & ASSOCIATES LLC	400.00	439408		
RISK MANAGEMENT				900.46*
UNITED STATES POSTAL SERVICE	671.54	439314		
COUNTY TREASURER				671.54*
UNITED STATES POSTAL SERVICE	184.81	439314		
PRINTING DEPARTMENT				184.81*
OLMSTED-KIRK PAPER	134.00	439256		
PURCHASING DEPARTMENT				134.00*
UNITED STATES POSTAL SERVICE	81.90	439314		
JEFFERSON COUNTY CREDIT CARDS	70.08	439352		
GENERAL SERVICES				151.98*
COASTAL SOIL CONSERVATION DISTRICT	2,500.00	439219		
CASH ADVANCE ACCOUNT	55.00	439238		
TIME WARNER COMMUNICATIONS	208.87	439272		
TEXAS WORKFORCE COMMISSION	33,377.04	439278		
TOWER COMMUNICATIONS, INC.	2,435.00	439311		
JEFFERSON COUNTY CREDIT CARDS	79.21	439352		
RR DONNELLEY	345.92	439403		
DATA PROCESSING				39,001.04*
OFFICE DEPOT	251.24	439254		
DATALOGICS INC	5,000.00	439402		
SITEIMPROVE INC	2,835.00	439407		
VOTERS REGISTRATION DEPT				8,086.24*
UNITED STATES POSTAL SERVICE	233.19	439314		
AMG PRINTING & MAILING LLC	35,356.75	439436		
ELECTIONS DEPARTMENT				35,589.94*
OFFICE DEPOT	55.36	439254		
UNITED STATES POSTAL SERVICE	1.40	439314		
WESTERN MICROGRAPHICS & IMAGING	4,395.00	439362		
DISTRICT ATTORNEY				4,451.76*
CASH ADVANCE ACCOUNT	30.60	439238		
TEXAS DISTRICT & COUNTY ATTY ASSN.	450.00	439276		
UNITED STATES POSTAL SERVICE	233.94	439314		
PACER SERVICE CENTER	50.30	439318		

PGM: GMCOMMV2	DATE 10-23-2017	PAGE: 3 81 TOTAL
NAME	AMOUNT	CHECK NO.
SUMMER TANNER	322.00	439338
JEFFERSON COUNTY CREDIT CARDS	50.00	439352
THOMSON REUTERS-WEST	2,446.96	439376
		3,583.80*
DISTRICT CLERK		
UNITED STATES POSTAL SERVICE	290.28	439314
CRIMINAL DISTRICT COURT		290.28*
UNITED STATES POSTAL SERVICE	20.80	439314
58TH DISTRICT COURT		20.80*
OFFICE DEPOT	60.69	439254
KENT WALSTON	986.70	439317
		1,047.39*
60TH DISTRICT COURT		
OFFICE DEPOT	34.94	439254
136TH DISTRICT COURT		34.94*
UNITED STATES POSTAL SERVICE	1.59	439314
172ND DISTRICT COURT		1.59*
COURT REPORTERS CERT BOARD	204.76	439222
252ND DISTRICT COURT		204.76*
CRISTY SMITH	97.00	439210
EDWARD B. GRIPON, M.D., P.A.	595.00	439232
UNITED STATES POSTAL SERVICE	55.80	439314
JASON ROBERT NICKS	800.00	439349
JEFFERSON COUNTY CREDIT CARDS	275.00	439352
		1,272.80*
317TH DISTRICT COURT		
ALISA RAUMAKER, CSR	27.90	439204
CECILIA GOWER	74.40	439230
		102.30*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	29.45	439314
JUSTICE COURT-PCT 4		29.45*
AT&T	77.94	439268
		77.94*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	30.92	439314
COUNTY COURT AT LAW NO.1		30.92*
UNITED STATES POSTAL SERVICE	1.73	439314
LEXIS-NEXIS	55.00	439315
STATE BAR OF TEXAS	240.00	439389
		296.73*
COUNTY COURT AT LAW NO. 2		
OFFICE DEPOT	26.95	439254
CHARLES ROJAS	550.00	439292
UNITED STATES POSTAL SERVICE	9.21	439314
JEFFERSON COUNTY CREDIT CARDS	275.00	439352
		311.16*
COUNTY COURT AT LAW NO. 3		
ELIZABETH PARKS	1,377.40	439258
UNITED STATES POSTAL SERVICE	4.43	439314
JEFFERSON COUNTY CREDIT CARDS	275.00	439352
BRITTANIE HOLMES	250.00	439369



PGM: GMCOMMV2	DATE 10-23-2017	AMOUNT	CHECK NO.	PAGE: 4 82 TOTAL
NAME				
JAN GIROUARD & ASSOCIATES LLC	629.50	439408		
COURT MASTER				1,986.33*
JUDGE LARRY GIST	6,269.80	439229		
OFFICE DEPOT	191.75	439254		6,461.55*
MEDIATION CENTER				
UNITED STATES POSTAL SERVICE	4.43	439314		4.43*
ALTERNATIVE SCHOOL				
COASTAL WELDING SUPPLY	542.60	439220		542.60*
COMMUNITY SUPERVISION				
VECTOR SECURITY	370.00	439433		370.00*
SHERIFF'S DEPARTMENT				
VIC'S ROAD SERVICE, INC.	1,075.00	439200		
GT DISTRIBUTORS, INC.	918.42	439227		
CASH ADVANCE ACCOUNT	496.61	439238		
KAY ELECTRONICS, INC.	465.00	439239		
AT&T	134.06	439268		
CDW COMPUTER CENTERS, INC.	12,851.26	439290		
UNITED STATES POSTAL SERVICE	1,188.77	439314		
ACCESSDATA	2,017.77	439345		
JEFFERSON COUNTY CREDIT CARDS	60.00	439352		
COBAN TECHNOLOGIES INC	700.00	439357		
JOEL PICOU	250.00	439360		
TRANSUNION RISK AND ALTERNATIVE	475.00	439395		
GALLS LLC	258.50	439397		20,890.39*
CRIME LABORATORY				
STERICYCLE INC	3,883.50	439297		
JEFFERSON COUNTY CREDIT CARDS	346.43	439352		
JULIE HANNON	600.00	439377		4,829.93*
JAIL - NO. 2				
BOB BARKER CO., INC.	2,199.60	439208		
CARDINAL GLASS, INC.	1,605.35	439211		
COASTAL WELDING SUPPLY	481.50	439220		
COBURN'S, BEAUMONT BOWIE (1)	2,351.10	439221		
M&D SUPPLY	120.91	439246		
MOORE SUPPLY, INC.	3,339.36	439250		
OFFICE DEPOT	1,301.65	439254		
SANITARY SUPPLY, INC.	727.55	439262		
SOUTHEAST TEXAS WATER	.50	439266		
AT&T	1,393.80	439268		
WORTH HYDROCHEM	327.00	439284		
CDW COMPUTER CENTERS, INC.	211.89	439290		
TEXAS GAS SERVICE	308.79	439326		
WORLD FUEL SERVICES	201.00	439348		
JEFFERSON COUNTY CREDIT CARDS	96.80	439352		
INDEPENDENT STATIONERS	399.16	439356		
EMERGENCY POWER SERVICE	2,091.60	439361		
EPIC CARD SERVICES LLC	588.67	439365		
SAM'S CLUB DIRECT	102.90	439368		
MATERA PAPER COMPANY INC	2,847.35	439374		
KROPP HOLDINGS INC	380.27	439378		
ENTERPRISE RENT A CAR COMPANY	168.05	439387		
IMPACT WASTE LLC	360.00	439417		
HARDIE'S FRESH FOODS	1,446.25	439434		23,051.05*
JUVENILE PROBATION DEPT.				
EDWARD B. GRIPON, M.D., P.A.	1,725.00	439232		
OFFICE DEPOT	873.09	439254		
UNITED STATES POSTAL SERVICE	15.97	439314		

PGM: GMCOMMV2	DATE 10-23-2017		PAGE: 5 83 TOTAL
NAME	AMOUNT	CHECK NO.	
TENNILLE DAW	476.68	439324	3,090.74*
JUVENILE DETENTION HOME			
CENTERPOINT ENERGY RESOURCES CORP	244.39	439330	244.39*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	65.98	439314	
JEFFERSON COUNTY CREDIT CARDS	128.07	439352	
THOMSON REUTERS-WEST	81.95	439375	276.00*
CONSTABLE-PCT 4			
AT&T	40.56	439268	40.56*
CONSTABLE-PCT 6			
FAST SIGNS, INC.	470.00	439226	
KAY ELECTRONICS, INC.	98.00	439239	
OFFICE DEPOT	198.10	439254	
UNITED STATES POSTAL SERVICE	17.15	439314	783.25*
CONSTABLE PCT. 7			
TEXAS STATE UNIVERSITY SAN MARS	600.00	439267	
10-32 SUPPLY	499.60	439285	1,099.60*
CONSTABLE PCT. 8			
OFFICE DEPOT	433.55	439254	433.55*
COUNTY MORGUE			
SALAM INTERNATIONAL	155.36	439296	
EMERGENCY POWER SERVICE	433.50	439361	588.86*
AGRICULTURE EXTENSION SVC			
WALMART COMMUNITY BRC	492.97	439312	492.97*
HEALTH AND WELFARE NO. 1			
AMERICAN PUBLIC HEALTH ASSOCIATION	110.00	439205	
CLAYBAR FUNERAL HOME, INC.	1,998.00	439217	
ENTERGY	70.00	439234	
OFFICE DEPOT	290.46	439254	
UNITED STATES POSTAL SERVICE	62.20	439314	
DISPENSARY OF HOPE LLC	750.00	439390	3,280.66*
HEALTH AND WELFARE NO. 2			
AMERICAN PUBLIC HEALTH ASSOCIATION	110.00	439205	
CLAYTON THOMPSON FUNERAL HOME	1,500.00	439218	
GABRIEL FUNERAL HOME, INC.	1,500.00	439228	
MUNRO'S	47.30	439251	
DISPENSARY OF HOPE LLC	750.00	439390	3,907.30*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	77.00	439291	
LESLIE LITTLE	30.00	439392	107.00*
CHILD WELFARE UNIT			
J.C. PENNEY'S	681.54	439319	
SEARS COMMERCIAL CREDIT	281.35	439320	
J'LYNN HENDRIX	70.00	439347	
ANDREW REISNER	40.00	439353	
FATIMA ZAVALA	40.00	439383	
TYRE A WELLS	40.00	439384	
TRELIN FARR	40.00	439385	
TYTIANNA WELLS SIGARST	40.00	439388	

PGM: GMCOMMV2	DATE 10-23-2017	PAGE: 6 84 TOTAL
NAME	AMOUNT	CHECK NO.
DONALD ORCHID	40.00	439394
JAVIER ZAVALA FC	40.00	439396
AALIYAH J EMERSON	40.00	439398
MYA ARCENEAX	40.00	439400
DONIVYN GREEN FC	15.00	439406
ISAAC JERRY	50.00	439410
KENNY ROBINSON	40.00	439413
SHAWN MOUTON	40.00	439414
LARRY ANTWINE	15.00	439415
LARRY DOYLE	40.00	439427
FAITH DOYLE	40.00	439428
KYVIAUNT PAUL FC	70.00	439429
JAMES MAXWELL	50.00	439430
SKYLA CRANER	40.00	439431
CLYDE GAUTHIER III	40.00	439432
AALAYAH GRIFFIN	40.00	439435
STACY VELASQUEZ	40.00	439441
MADELYN BEAVERS	15.00	439442
MAURLAYSIA STEWART	15.00	439443
KYLEE HINTON	15.00	439444
KATIE BEAVERS	15.00	439445
KEVIN PAUL JR	15.00	439446
KA'VON PAUL	15.00	439447
KAREN PROVENDCHER TOSON	20.00	439448
JA'CARION HILLOCKS	15.00	439449
ETHAN WILTURNER	15.00	439450
BRIELLA MARTINEZ	15.00	439451
DAYSI VELASQUEZ	40.00	439452
ENVIRONMENTAL CONTROL		2,107.89*
AT&T	61.92	439268
INDIGENT MEDICAL SERVICES		61.92*
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	439343
MAINTENANCE-BEAUMONT		3,773.00*
COBURN'S, BEAUMONT BOWIE (1)	120.42	439221
W.W. GRAINGER, INC.	219.46	439231
RALPH'S INDUSTRIAL ELECTRONICS	390.41	439260
SANITARY SUPPLY, INC.	1,358.12	439262
ACE IMAGEWEAR	187.53	439263
AT&T	65.58	439268
WASTEWATER TRANSPORT SERVICES LLC	248.00	439386
MAINTENANCE-PORT ARTHUR		2,589.52*
NOACK LOCKSMITH	87.60	439252
TIME WARNER COMMUNICATIONS	75.36	439271
TIME WARNER COMMUNICATIONS	300.57	439275
COKER DOORS & MOLDING CO.	90.00	439287
SUPPLYWORKS	212.40	439399
ALL TERRAIN EQUIPMENT CO	168.80	439437
MAINTENANCE-MID COUNTY		934.73*
ACE IMAGEWEAR	30.72	439263
CENTERPOINT ENERGY RESOURCES CORP	84.98	439330
SERVICE CENTER		115.70*
SPIDLE & SPIDLE	13,788.01	439201
J.K. CHEVROLET CO.	133.86	439236
KINSEL FORD, INC.	263.54	439244
MUNRO'S	39.70	439251
OFFICE DEPOT	65.89	439254
PHILPOTT MOTORS, INC.	183.72	439259
AT&T	63.92	439268
JEFFERSON CTY. TAX OFFICE	7.50	439299
JEFFERSON CTY. TAX OFFICE	7.50	439300
JEFFERSON CTY. TAX OFFICE	7.50	439301

PGM: GMCOMMV2	DATE 10-23-2017	PAGE: 7
NAME	AMOUNT	CHECK NO.
JEFFERSON CTY. TAX OFFICE	7.50	439302
JEFFERSON CTY. TAX OFFICE	7.50	439303
JEFFERSON CTY. TAX OFFICE	7.50	439304
JEFFERSON CTY. TAX OFFICE	7.50	439305
JEFFERSON CTY. TAX OFFICE	7.50	439306
JEFFERSON CTY. TAX OFFICE	22.00	439307
JEFFERSON CTY. TAX OFFICE	7.50	439308
BUMPER TO BUMPER	1,546.48	439328
AIRPORT GULF TOWING LLC	95.00	439333
AMERICAN TIRE DISTRIBUTORS	98.27	439346
MIGHTY OF SOUTHEAST TEXAS	316.57	439358
SPANKY'S WRECKER SERVICE INC	95.00	439364
PRO CHEM INC	151.86	439366
SOUTHEAST TEXAS PARTS AND EQUIPMENT	635.80	439381
DENNIS LOWE	219.95	439412
MIDNIGHT AUTO	179.90	439416
		17,966.97*
VETERANS SERVICE		
HILARY GUEST	98.33	439323
		98.33*
		325,179.24**
MOSQUITO CONTROL FUND		
HILO / O'REILLY AUTO PARTS	19.99	439199
SUPERIOR TIRE & SERVICE	25.64	439203
CITY OF NEDERLAND	45.89	439216
KAY ELECTRONICS, INC.	165.80	439239
MUNRO'S	82.20	439251
OFFICE DEPOT	28.41	439254
OVERHEAD DOOR CO.	590.50	439257
UNITED PARCEL SERVICE	38.13	439281
FASTENAL	214.53	439289
FIRST CALL	10.79	439322
CENTERPOINT ENERGY RESOURCES CORP	34.63	439330
BARNETT FENCE COMPANY	6,985.00	439334
BROTHER MARINE-DOOR & HYDRAULIC	185.00	439372
		8,426.51**
FEMA EMERGENCY		
KAY ELECTRONICS, INC.	211.00	439240
KAY ELECTRONICS, INC.	135.00	439241
KAY ELECTRONICS, INC.	765.00	439242
KAY ELECTRONICS, INC.	180.00	439243
M&D SUPPLY	373.97	439247
SMART'S TRUCK & TRAILER, INC.	71.68	439265
TOTAL SAFETY, INC.	690.00	439294
TOTAL SAFETY, INC.	890.00	439295
BUMPER TO BUMPER	21.69	439329
JEFFERSON COUNTY CREDIT CARDS	25,098.79	439352
GULF COAST	2,600.32	439420
GULF COAST	647.36	439421
GULF COAST	217.60	439422
GULF COAST	144.16	439423
GULF COAST	531.76	439424
GULF COAST	1,037.00	439425
TND WORKWEAR CO LLC	816.00	439426
SERVPRO OF FRIENDSWOOD/PEARLAND	1,832.32	439438
SERVPRO OF FRIENDSWOOD/PEARLAND	11,576.73	439439
		47,840.38**
J.C. FAMILY TREATMENT		
PATRICIA VELASCO	1,365.00	439405
		1,365.00**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	1,945.97	439375
		1,945.97**
EMPG GRANT		
AT&T	41.91	439206
VERIZON WIRELESS	1,032.74	439309
		1,074.65**
GRANT A STATE AID		

PGM: GMCOMMV2	DATE 10-23-2017	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
CASH ADVANCE ACCOUNT	553.00	439238
HAYS COUNTY	8,160.00	439286
BI INCORPORATED	351.00	439293
4M YOUTH SERVICES	5,209.47	439336
CORNELL CORRECTIONS OF TEXAS	5,535.32	439382
		19,808.79**
COMMUNITY SUPERVISION FND		
BEAUMONT TROPHIES	1,441.17	439209
JEFFERSON CTY. COMMUNITY SUP.	1,945.49	439237
CASH ADVANCE ACCOUNT	534.55	439238
OLMSTED-KIRK PAPER	397.50	439256
SAM HOUSTON STATE UNIVERSITY	135.00	439261
TIME WARNER COMMUNICATIONS	164.79	439274
CDW COMPUTER CENTERS, INC.	949.90	439290
UNITED STATES POSTAL SERVICE	98.22	439314
LOWE'S HOME CENTERS, INC.	21.62	439321
REDWOOD TOXICOLOGY LABORATORY	23.00	439340
JCCSC	510.00	439355
SAM'S CLUB DIRECT	114.26	439368
		6,335.50**
JEFF. CO. WOMEN'S CENTER		
ECOLAB	87.10	439223
M&D SUPPLY	227.17	439246
MARKET BASKET	362.22	439248
KIM MCKINNEY, LPC, LMFT	75.00	439249
AT&T	136.98	439268
SYSCO FOOD SERVICES, INC.	1,066.95	439269
TOWER COMMUNICATIONS, INC.	60.00	439311
BEN E KEITH FOODS	1,220.60	439327
MELODY C ANTOON RN	2,360.00	439337
		5,596.02**
COUNTY RECORDS MANAGEMENT		
CDW COMPUTER CENTERS, INC.	8,957.15	439290
		8,957.15**
DARE CONTRIBUTIONS FUND		
OFFICE DEPOT	584.99	439254
BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,228.99	439380
		1,813.98**
HOTEL OCCUPANCY TAX FUND		
THERMACON SERVICE	987.33	439202
OFFICE DEPOT	70.46	439254
TIME WARNER COMMUNICATIONS	110.53	439270
ULINE SHIPPING SUPPLY SPECIALI	180.97	439280
WHOLESALE ELECTRIC SUPPLY CO.	73.40	439283
DISH NETWORK	113.51	439339
CINTAS CORPORATION	97.30	439411
		1,633.50**
COUNTY CLERK ELECTION CON		
SAN PATRICIO COUNTY	10,000.00	439440
		10,000.00**
AIRPORT FUND		
AMERICAN ASSOCIATION OF NOTARIES	91.94	439207
AT&T	608.84	439268
TEXAS DEPT OF AGRICULTURE	1,506.00	439277
E. SULLIVAN ADVERTISING & DESIGN	35,383.24	439298
UNITED STATES POSTAL SERVICE	3.63	439314
CENTERPOINT ENERGY RESOURCES CORP	106.23	439330
DELTA INDUSTRIAL SERVICE & SUPPLY	941.67	439359
LJA ENGINEERING INC	3,500.00	439363
CRAWFORD ELECTRIC SUPPLY COMPANY	1,742.96	439371
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	439379
		48,224.73**
AIRPORT IMPROVE. GRANTS		
GARVER LLC	11,175.00	439350
		11,175.00**
SE TX EMP. BENEFIT POOL		



PGM: GMCOMMV2	DATE 10-23-2017	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
GROUP ADMINISTRATIVE CONCEPTS INC	862.00	439354 862.00**
LIABILITY CLAIMS ACCOUNT		
CALVERT EAVES CLARKE & STELLY LLP	13,150.77	439401 13,150.77**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	5,888.96	439331
TRISTAR RISK MANAGEMENT	12,113.13	439332 18,002.09**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	13,600.50	439172
CLEAT	288.00	439173
JEFFERSON CTY. TREASURER	15,644.75	439174
RON STADTMUELLER - CHAPTER 13	530.00	439175
INTERNAL REVENUE SERVICE	475.00	439176
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,380.00	439177
JEFFERSON CTY. COMMUNITY SUP.	9,664.23	439178
JEFFERSON CTY. TREASURER - HEALTH	465,319.60	439179
JEFFERSON CTY. TREASURER - GENERAL	35.00	439180
JEFFERSON CTY. TREASURER - PAYROLL	1,611,912.20	439181
JEFFERSON CTY. TREASURER - PAYROLL	629,536.55	439182
MONY LIFE INSURANCE OF AMERICA	126.84	439183
POLICE & FIRE FIGHTERS' ASSOCIATION	2,704.96	439184
TGSLC	569.22	439185
UNITED WAY OF BEAUMONT& N JEFFERSON	8.00	439186
US DEPARTMENT OF EDUCATION	202.58	439187
JEFFERSON CTY. TREASURER - TCDRS	595,339.95	439188
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,539.99	439189
JEFFERSON COUNTY TREASURER	2,616.13	439190
JEFFERSON COUNTY - TREASURER -	6,662.38	439191
NECHES FEDERAL CREDIT UNION	48,643.71	439192
JEFFERSON COUNTY - NATIONWIDE	49,571.15	439193
WILLIAM E HEITKAMP	748.53	439194
JOHN TALTON	2,066.15	439195
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	439196
BELINDA M ZURITA	230.77	439197
CONSERVE	145.24	439198 3,462,611.28**
GUARDIANSHIP FEE		
JOSHUA C HEINZ	300.00	439367 300.00**
MARINE DIVISION		
AT&T	83.38	439268
VERIZON WIRELESS	531.86	439310
SIERRA SPRING WATER CO. - BT	237.73	439316
LONG'S TRAILER REPAIR	454.04	439341
THE DINGO GROUP-PETE JORGENSEN MARI	12,088.86	439342
APPLIED SECURITY TECHNOLOGIES INC	105.00	439393 13,500.87**
ASAP - CONSTABLE		
DISCOUNT UNIFORM INTERNATIONAL INC	264.95	439335 264.95**
		4,019,305.78***



# 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 23<sup>rd</sup> day of October, 2017, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following RESOLUTION was adopted:

## TEXAS CONFERENCE OF URBAN COUNTIES POLICY COMMITTEE

WHEREAS, The Texas Conference of Urban Counties was established in 1975 to represent the interests of the urban counties in Texas and is reliant on member participation to continue to be effective in impacting state policy decisions; and

WHEREAS, Jefferson County has found participation in the Urban Counties to be of great benefit to Jefferson County and to urban counties in general; and

WHEREAS, the Texas Conference of Urban Counties membership has recognized the value of including county commissioners courts in the nominating process for the Policy Committee; and

WHEREAS, Jefferson County wishes to ensure that the Urban Counties Policy Committee has members who have the full support of their respective commissioners courts; and

WHEREAS, Brent A. Weaver, Commissioner of Pct. 2 has expressed an interest in serving on the Policy Committee to represent the interest of Jefferson County in the policy development process of the Texas Conference of Urban Counties.

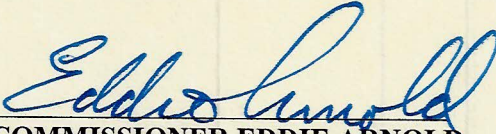
NOW, THEREFORE be it resolved, that the Commissioners Court of Jefferson County hereby nominates Brent A. Weaver, Commissioner of Pct. 2 to serve on the Policy Committee for the 2018-2019 biennium.

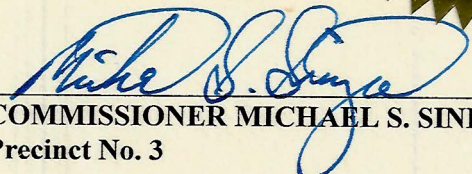
SIGNED this 23<sup>rd</sup> day of October, 2017.

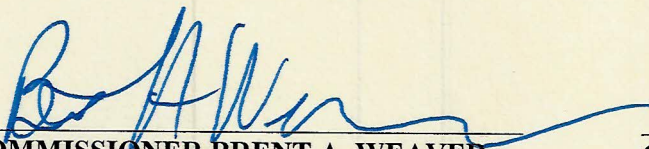
Absent

**JUDGE JEFF R. BRANICK**  
County Judge



  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

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

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

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



**AGENDA ITEM****October 23, 2017**

Consider, possibly approve and authorize the County Judge to execute a lease between Jefferson County and Beaumont Dream Center and Harbor House Foundation for property located at 3890 FM 3514, Beaumont, TX which was formerly known as the Al Price Juvenile Detention Center.

# COMMERCIAL LEASE

---

## I. PARTIES

The parties to this lease are:

**Lessor:** Jefferson County; and

**Lessee:** Beaumont Dream Center (700 North St., Beaumont, TX 77701) and Harbor House Foundation (2707 Harper Rd., Choctaw, OK 73020), TX 75081.

## II. LEASED PREMISES

Lessor leases to Lessee the following described real property, known as the "leased premises," along with all its improvements: The real property at: 3890 FM 3514, Beaumont, TX, 77705 located in Jefferson County, which is legally described on attached Exhibit or as follows: see Exhibit A – Deed from TYC to Jefferson County.

## III. TERM

- A. Term: The term of this lease is 20 years, commencing on: (Commencement Date) and ending on (Expiration Date). This lease is renewable at Lessee's option for two 5 year periods. Lessee must give notice of renewal or nonrenewal (120) one-hundred and twenty days before expiration of lease.
- B. Lessee shall have first option to purchase the property should it became available for sale.
- C. Delay of Occupancy: If Lessee is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Lessor that is not substantially complete, Lessor will not be liable to Lessee for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Lessee is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Lessee is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Lessor that is not substantially complete, Lessee may terminate this lease by giving written notice to Lessor before the leased premises become available to be occupied by Lessee and Lessor will refund to Lessee any amounts paid to Lessor by Lessee. This Paragraph does not apply to any delay in occupancy caused by cleaning or repairs.
- D. **Feasibility Period.** Lessee and Lessor shall have until 5:00 p.m., Central Time, on December 31, 2018 (the Feasibility Period) to terminate this Agreement for any reason or no reason by delivering written notice to Seller (a Termination Notice), in which event, this Agreement shall terminate, all obligations under this Agreement shall cease. Any monies paid under any section of this agreement during the Feasibility Period are not reimbursable by Lessor. The party that seeks termination under this clause must deliver to the other, written notice of termination under this section by December 31, 2018. If, prior to the expiration of the Feasibility Period, Lessee has not secured financing for the operations it has set forth under this lease, then Lessee shall be deemed to have elected to terminate this Agreement, in



which event, this Agreement shall terminate, all obligations under this Agreement shall cease.

- E. Unless the parties agree otherwise, Lessee is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.
- F. "AS-IS CONDITION": Lessee agrees that it is accepting the property in the present condition with any and all defects. Lessee has the right to inspect the property and is not relying on any representations of Lessor concerning the property. Specifically, Lessee disclaims reliance on all representations other than those expressly set forth in the contract and disclaims any reliance on Lessor's silence as to fact relating to the property. Lessee agrees that Lessee is relying solely and completely on its own due diligence.

#### IV. RENT AND EXPENSES

- A. Base Annual Rent: On or before the first day of each year during this lease, Lessee will pay Lessor a base monthly rent in the amount of **\$1.00** per month.
- B. First Full Month's Rent: The first full base monthly rent is due on or before the first of every month.
- C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Lessee will pay Lessor as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date,
- D. Place of Payment: Lessee will remit all amounts due Lessor under this lease to the following person at the place stated or to such other person or place as Lessor may later designate in writing:

**Name: Jefferson County Treasurer  
1001 Pearl Street, Floor 7  
Beaumont, Texas 77701**

- E. Method of Payment: Lessee must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Lessee fails to timely pay any amounts due under this lease or if any check of Lessee is returned to Lessor by the institution on which it was drawn, Lessor after providing written notice to Lessee may require Lessee to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Lessor from seeking other remedies under this lease for Lessee's failure to make timely payments with good funds.
- F. Late Charges: If Lessor does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Lessee will pay Lessor a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Lessor. The late charge is a cost associated with the collection of rent and Lessors acceptance of a late charge does not waive Lessor's right to exercise remedies under Section XX.



- G. Returned Checks: Lessee will pay \$25.00 for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus any late charges until Lessor receives payment.

#### V. SECURITY DEPOSIT

- A. Upon execution of this lease, Lessee will pay \$ 1 (one dollar) to Lessor as a security deposit.
- B. Lessor may apply the security deposit to any amounts owed by Lessee under this lease. If Lessor applies any part of the security deposit during any time this lease is in effect to amounts owed by Lessee, Lessee must, within 10 days after receipt of notice from Lessor, restore the security deposit to the amount stated.
- C. Within 60 days after Lessee surrenders the leased premises and provides Lessor written notice of Lessee's forwarding address, Lessor will refund the security deposit less any amounts applied toward amounts owed by Lessee or other charges authorized by this lease.

#### VI. TAXES

Unless otherwise agreed by the parties, Lessee will be exempt of all real property ad valorem taxes assessed against the leased premises.

#### VII. UTILITIES

- A. Lessee will pay for all utility charges to the leased premises and any connection charges for the utilities, including but not limited to the following.
- 1) Water
  - 2) Sewer
  - 3) Electric
  - 4) Gas
  - 5) Telephone
  - 6) Trash
  - 7) Cable
  - 8) Internet
  - 9) All Other Utilities
- B. The Lessee will pay the charges directly to the utility service provider. The Lessee may select the utility service provider, except that if Lessee selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Lessor's prior consent, which Lessor will not unreasonably withhold.
- C. If Lessor incurs any liability for utility or connection charges for which Lessee is responsible to pay and Lessor pays such amount, Lessee will immediately upon written notice from Lessor reimburse Lessor such amount.
- D. Notice: Lessee should determine if all necessary utilities are available to the leased premises and are adequate for Lessee's intended use.
- E. After-Hours HVAC Charges: "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. Lessee will pay for the HVAC services under this lease.



### **VIII. INSURANCE**

- A. During all times this lease is in effect, Lessee must, at Lessee's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
  - 1) public liability insurance in an amount not less than \$1million (\$1,000,000.00) on an occurrence basis naming Lessor as an additional insured; and
  - 2) personal property damage insurance for Lessee's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.
- B. Before the Commencement Date, Lessee must provide Lessor with a copy of insurance certificates evidencing the required coverage, If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Lessee must, not later than 10 days after the renewal or change, provide Lessor a copy of an insurance certificate evidencing the renewal or change.
- C. If Lessee fails to maintain the required insurance in full force and effect at all times this lease is in effect, Lessor may:
  - 1) purchase insurance that will provide Lessor the same coverage as the required insurance and Lessee must immediately reimburse Lessor for such expense; or
  - 2) exercise Lessor's remedies under Section XX.
- D. Unless the parties agree otherwise, Lessor will maintain coverage for the building structures only in an amount that Lessor determines reasonable and appropriate.

### **IX. USE AND HOURS**

- A. Lessee may use the leased premises for the purpose of operating a public nonprofit 501(c)(3) organization that will provide services to the community as well as services that will help sustain the entity.
- B. Unless otherwise specified in this lease, Lessee will operate and conduct its business in the leased premises under normal business hours that are typical of other similar public nonprofit organizations in which Lessee represents it operates.

### **X. LEGAL COMPLIANCE**

- A. Lessee may not use or permit any part of the leased premises or the Property to be used for:
  - 1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - 2) any activity that interferes with Lessor's management of the Property;
  - 3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, Lessor's rules or regulations, or this lease;
  - 4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - 5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;



- 6) the permanent or temporary storage of any hazardous material.
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Lessor does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Lessee's intended use. **Lessee must satisfy itself that the leased premises may be used as Lessee intends by independently investigating all matters related to the use of the leased premises or Property. Lessee agrees that it is not relying on any warranty or representation made by Lessor, or Lessor's agent, concerning the use of the leased premises or Property.**

#### XI. SIGNS

- A. Lessee may erect, post or paint any signs at, on, or about the leased premises or Property without Lessor's written consent.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Lessor may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property,

#### XII. ACCESS BY LESSOR

- A. During Lessee's normal business hours Lessor may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective lessees or purchasers. Lessor may access the leased premises after Lessee's normal business hours if:
  - 1) entry is made with Lessee's permission; or
  - 2) entry is necessary to complete emergency repairs. Lessor will not unreasonably interfere with Lessee's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Lessor may place a "For Lease" or similarly worded sign in the leased premises.

#### XIII. MOVE-IN CONDITION

Lessee will conduct an inspection to ensure that the leased premises are fit for Lessee's particular purpose. **Lessor and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.**

#### XIV. MOVE-OUT CONDITION AND FORFEITURE OF LESSEES PERSONAL PROPERTY

- A. At the time this lease ends, Lessee will surrender the leased premises in the same condition as when received, except for normal wear and tear. Lessee will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants,



- B. If Lessee leaves any personal property in the leased premises after Lessee surrenders possession of the leased premises, Lessor may: (1) require Lessee, at Lessee's expense, to remove the personal property by providing written notice to Lessee,
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Lessor. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse,
- D. By providing written notice to Lessee before this lease ends, Lessor may require Lessee, upon move out and at Lessee's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Lessee.

#### **XV. MAINTENANCE AND REPAIRS**

- A. Cleaning: Lessee must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Lessee will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Lessee will maintain any grease trap on the Property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: During the lease period, each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted sub lessees.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Section XV, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Lessee is responsible for the repair and maintenance of its personal property.
  - 1) Foundation, exterior walls, roof, and other structural components
  - 2) Glass and windows
  - 3) Fire protection equipment and fire sprinkler systems
  - 4) Exterior & overhead doors, including closure devices, molding,
  - 5) locks, and hardware
  - 6) Grounds maintenance, including landscaping, mowing, and irrigation systems
  - 7) Interior doors, including closure devices, frames, molding, locks, and hardware
  - 8) Parking areas and walks
  - 9) Plumbing systems, drainage systems, electrical systems, and mechanical systems,
  - 10) except systems or items specifically designated otherwise
  - 11) Ballast and lamp replacement
  - 12) Heating, Ventilation and Air Conditioning (HVAC) systems
  - 13) Signs and lighting:
    - a) Pylon



- b) Facia
- c) Monument
- d) Door/Suite
- 14) Extermination and pest control, excluding wood-destroying insects
- 15) Fences and Gates
- 16) Storage yards and storage buildings
- 17) Wood-destroying insect treatment and repairs
- 18) Cranes and related systems
- 19) All other items and systems
- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons,
- E. HVAC Service Contract: If Lessee maintains the HVAC system under Section XV,C (10), (12), Lessee is required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. If Lessee fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Lessor may do so and charge Lessee the expense of such a maintenance and service contract or exercise Lessor's remedies under Section XX.
- F. Common Areas: Lessee will maintain any common areas in the Property in a manner as Lessee determines to be in the best interest of the Property. Lessee will maintain any elevator and signs in the common area. Lessee may change the size, dimension, and location of any common areas, provided that such change does not materially impair the use and access to the leased premises, Lessee has the non-exclusive license to use the common areas.

## **XVI. ALTERATIONS**

- A. Lessee may alter, improve, or add to the Property or the leased premises without Lessor's written consent unless such are structural alterations, improvements or additions or are to the structural integrity of the building then notice shall be given to Lessor for approval. Lessor will not unreasonably withhold consent for the Lessee to make reasonable nonstructural alterations, modifications, or improvements to the leased premises.
- B. Lessee may alter any locks or any security devices on the Property or the leased premises without Lessor's consent. If Lessee changes, adds, or rekeys any locks or other security devices, Lessee must provide Lessor the new keys and access devices.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Section XV will, at its expense, modify or alter the item in compliance with the order and in compliance with Sections XVI.A and XVII.

## **XVII. LIENS**

- A. Lessee may not do anything that will cause the title of the Property or leased premises to be encumbered in any way.
- B. If Lessee causes a lien to be filed against the Property or leased premises not specified in XVII (B), Lessee will within 20 days after receipt of Lessor's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Lessee will provide Lessor a copy of any release Lessee obtains pursuant to this paragraph.



**XVIII. LIABILITY**

To the extent permitted by law, Lessor is NOT responsible to Lessee or Lessee's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Lessee; Lessee's agent; Lessee's guest; Lessee's employees; Lessee's patrons; Lessee's invitees; or any other persons on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses

**XIX. INDEMNITY**

- A. Lessee agrees fully to indemnify, defend, and hold Lessor harmless from and against all claims and actions (and all expenses incidental to the investigation and defense thereof) based on or arising out of damages or injuries or death to any person or property caused by or arising out of the use, occupancy, or operations of the leased premises.
- B. Lessee shall not be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage, or loss is caused by the fault or negligence of Lessor, its agents, or employees.
- C. Lessee and Lessor shall give to each other prompt and reasonable notice of any such claims or actions they receive.

**XX. DEFAULT**

- A. If Lessor fails to comply with this lease within 30 days after Lessee notifies Lessor of Lessor's failure to comply, Lessor will be in default and Lessee may seek any remedy provided by law. If, however, Lessor's non-compliance reasonably requires more than 30 days to cure, Lessor will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Lessor does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Lessee will be in default. If Lessee fails to comply with this lease for any other reason within 10 days after Lessor notifies Lessee of its failure to comply, Lessee will be in default.
- C. If Lessee is in default, Lessor may: (i) terminate Lessee's right to occupy the leased premises by providing Lessee with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Lessor will attempt to mitigate any damage or loss caused by Lessee's breach by using commercially reasonable means. If Lessee is in default, Lessee will be liable for:
  - 1) any lost rent;
  - 2) Lessor's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
  - 3) repairs to the leased premises for use beyond normal wear and tear;
  - 4) all Lessor's costs associated with eviction of Lessee, such as attorney's fees, court costs, and prejudgment interest;
  - 5) all Lessor's costs associated with collection of rent such as collection fees, late charges, and returned check charges;



- 6) cost of removing any of Lessee's equipment or fixtures left on the leased premises or Property;
- 7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Lessee or Lessee's employees, patrons, guests, or invitees in the leased premises or Property;
- 8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
- 9) any other recovery to which Lessor may be entitled under this lease or under law.

#### **XXI. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY AND LOCKOUT**

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Lessee's property; and (d) "lock-out" of Lessee.

#### **XXII. HOLDOVER**

- A. If Lessee fails to vacate the leased premises at the time this lease ends, Lessee will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Lessor.
- B. No holding over by Lessee, with or without the consent of Lessor, will extend this lease. Lessee will indemnify Lessor and any prospective lessees for any and all damages caused by the holdover. Rent for any holdover period will be the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

#### **XXIII. LESSORS LIEN AND SECURITY INTEREST**

To secure Lessee's performance under this lease, Lessee grants to Lessor a lien and security interest against all of Lessee's nonexempt personal property that is in the leased premises or Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Lessor may file a copy of this lease as a financing statement.

#### **XXIV. ASSIGNMENT AND SUBLETTING**

Lessor may assign this lease to any subsequent owner of the Property. Lessee may assign this lease or sublet any part of the leased premises without Lessor's written consent.

#### **XXV. RELOCATION**

Lessor may not require Lessee to relocate to another location in the Property without Lessee's prior consent,



**XXVI. SUBORDINATION**

- A. This lease and Lessee's leasehold interest are and will be subject, subordinate, and inferior to:
- 1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Lessor authorizes;
  - 2) all advances made under any such lien, encumbrance, or ground lease;
  - 3) the interest payable on any such lien or encumbrance;
  - 4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - 5) any restrictive covenant affecting the leased premises or the Property; and
  - 6) the rights of any owners' association affecting the leased premises or Property.
- B. Lessee must, on demand, execute a subordination, attornment, and non-disturbance agreement that Lessor may request that Lessee execute, provided that such agreement is made on the condition that this lease and Lessee's rights under this lease are recognized by the lien-holder,

**XXVII. ESTOPPEL CERTIFICATES**

Within 10 days after receipt of a written request from Lessor, Lessee will execute and deliver to Lessor an estoppel certificate that identifies the terms and conditions of this lease.

**XXVIII. CASUALTY LOSS**

Lessee must immediately notify Lessor of any casualty loss in the leased premises. Within 20 days after receipt of Lessee's notice of a casualty loss

**XXIX. CONDEMNATION**

If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Lessor and Lessee has no claim to such proceeds or award. Lessee may seek compensation from the condemning authority or Lessor for its moving expenses and damages to Lessee's personal property.

**XXX. ATTORNEY'S FEES**

Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, from the non-prevailing party.

**XXXI. GOVERNING LAW AND VENUE CLAUSE**

- A. **THIS AGREEMENT IS MADE AND ENTERED INTO THE STATE OF TEXAS AND SHALL IN ALL RESPECTS BE INTERPRETED, ENFORCED AND GOVERNED UNDER THE LAWS OF THE STATE OF TEXAS.** The language in all parts of the Agreement shall be in all cases construed as a



whole according to its meaning and not strictly for or against any Party.

- B. This Agreement shall be governed in all respects by the laws of the State of Texas and any claim or dispute between the parties must be resolved by a court located in Jefferson County, Texas except as otherwise agreed by the parties as described in the Arbitration Option paragraph below. The parties agree to submit to the personal jurisdiction of the courts located within Jefferson County, Texas for the purpose of litigating all such claims or disputes.
- C. Arbitration Option – For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration can be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration does not require personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### **XXXII. REPRESENTATIONS**

- A. Lessee’s statements in this lease and any application for rental are material representations relied upon by Lessor. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Lessee makes any misrepresentation in this lease or in any application for rental, Lessee is in default.
- B. Lessor is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person.
- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation,

#### **XXXIII. ADDENDA**

Incorporated into this lease are the addenda, exhibits and other information marked Addenda and Exhibit.

- A. Exhibit A - Deed from TYC to Jefferson County



**XXXIV. NOTICES**

All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Lessee at:	<b>Beaumont Dream Center</b>	<b>Harbor House Foundation</b>
Address:	700 North St., Beaumont, Texas, 77701	2707 Harper Rd. Choctaw, Oklahoma, 73020
Phone:	(409) 234-5255	(405) 837-2032
Fax:		

Lessee also consents to receive notices by e-mail at: [director@beaumontdreamcenter.org](mailto:director@beaumontdreamcenter.org)

Lessor also consents to receive notices by e-mail at:

Lessor: **Jefferson County**

**Jeff R. Branick, County Judge**

**Fred Jackson, Staff Attorney**

Address:	P.O. Box 4025, Beaumont, TX 77704
Phone:	409-835-8466
Fax:	409-839-2311
Email:	<u><a href="mailto:jbranick@co.jefferson.tx.us">jbranick@co.jefferson.tx.us</a></u> <u><a href="mailto:fjackson@co.jefferson.tx.us">fjackson@co.jefferson.tx.us</a></u>

Kathleen Kennedy  
Chief of Civil Division  
1085 Pearl St., Beaumont, TX 77701  
409-835-8577  
[kkennedy@co.jefferson.tx.us](mailto:kkennedy@co.jefferson.tx.us)

**XXXV. SPECIAL PROVISIONS**

- A. **Section VII Utilities, A;** Lessee will be granted a 6 (six) month period from the commencement of the lease in which utilities will be waived.
- B. **Section IX Use and Hours, B;** Lessee will operate red9dential services that will facilitate business hours being on a 24/7 (twenty-four hours a day/seven days a week) basis.
- C. **Section XV Maintenance and Repairs, C;** Based on the condition of the property at time of lease commencement, Lessor will allow Lessee to make said repairs on a building by building basis as the Lessee begins to occupy them.



- D. **Section XV Maintenance and Repairs, D**; Lessee, at its discretion, may enlist the help of trained and qualified repair persons through donations or vocational training services to perform maintenance at the facility.
- E. **Section XV Maintenance and Repairs, E**; In lieu of a service contract, Lessee, may at its discretion, procure HVAC maintenance contracts through donations from an authorized HVAC maintenance individual or company.
- F. **Section XVII Liens, A**; The exception to this rule would be for the construction of Affordable Housing Units built using grant awards from the Federal Home Loan Bank's Affordable Housing Program. These awards have a stipulation for a fifteen (15) year reporting period and because of this requirement, the FHLB requires a lien for the life of the reporting period to insure said reporting.

### XXXVI. AGREEMENT OF PARTIES

- A. Entire Agreement: This lease contains the entire agreement between Lessor and Lessee and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Lessees are jointly and severally liable for all provisions of this lease, Any act or notice to, or refund to, or signature of, any one or more of the Lessees regarding any term of this lease, its renewal, or its termination is binding on all Lessees.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable,
- F. Waiver; Lessor's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Lessee or any other term in this lease.
- G. Quiet Enjoyment: Provided that Lessee is not in default of this lease, Lessor covenants that Lessee will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Lessor's performance of a term in this lease is delayed by strike, lock.. out, shortage of material, governmental restriction, riot, flood, or any cause outside Lessors control, the time for Lessor's performance will be abated until after the delay,
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Commercial Lease Beaumont Dream Center/Harbor House Foundation

**Lessor:**

**Jefferson County**

Signature: \_\_\_\_\_

On Behalf of \_\_\_\_\_

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

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

**Lessees:**

**Beaumont Dream Center**

Federal Tax ID No.: 81-4478128

Signature: \_\_\_\_\_

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

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

**Harbor House Foundation**

Federal Tax ID No.: 59-3401516

Signature: \_\_\_\_\_

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

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



Exhibit A - TYC Deed to Jefferson County, Pg 1 of 7

RECEIVED  
JAN 03 2014



TEXAS  
JUVENILE JUSTICE  
DEPARTMENT

December 31, 2013

The Honorable Jeff Branick  
County Judge  
Jefferson County Courthouse  
1149 Pearl St.  
Beaumont, Texas 77701

Dear Judge Branick:

Attached please find the Deed Without Warranty which conveys the the Al Price Juvenile Correctional Facility located at Hwy 69 and FM 3514 in Beaumont, Texas to Jefferson County, Texas.

After acceptance, please return it to our office, along with any resolution or formal acceptance completed at the January 6, 2014 meeting you mentioned to me in our last correspondence. We will then file the Deed and maintain the original.

I hope this finds you after an enjoyable holiday. Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Chelsea B.", followed by a long horizontal flourish.

Chelsea Buchholtz  
Deputy General Counsel

CB:mt

Enclosure: Deed Without Warranty



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEED WITHOUT WARRANTY**

<b>STATE OF TEXAS</b>	§	<b>KNOW ALL BY THESE</b>
	§	
<b>COUNTY OF JEFFERSON</b>	§	<b>PRESENTS:</b>

That the **STATE OF TEXAS**, acting by and through the **TEXAS JUVENILE JUSTICE DEPARTMENT** ("Grantor"), by virtue of the authority vested by Act of May 18, 2013, 83rd Leg., R.S., ch. 61, § 1, 2013 Tex. Gen. Laws 116, for good and valuable consideration has **GRANTED, BARGAINED, and CONVEYED**, and by these presents does **GRANT, BARGAIN, and CONVEY** unto **JEFFERSON COUNTY, TEXAS** ("Grantee") the following described tract of land in Jefferson County, Texas (collectively the "Property"), to wit:

Approximately 50.234 acre tract of land being out of the T. & N.O.R.R. Survey, Section No. 1, Abstract No. 257 and the W.M. Carrol Survey, Abstract No. 13, Jefferson County, Texas, and out of and a part of tracts 15-A and 14-A of the partition map no. 2 of the McFaddin Trust as recorded in Vol. 7, Pg. 133, of the map records of Jefferson County, said tract 15-A being conveyed to Jefferson County by that certain deed from J.L. Caldwell Company Trust as recorded on film code no. 102-98-2140, and said tract no. 14-A from Divernon M. Berly to Jefferson County as recorded on film code no. 102-98-2006, Jefferson County Deed Records, said 50.234 acre tract being more fully and particularly described by metes and bounds as follows:

For a locative corner, a Gulf States Utilities Company concrete monument found at the intersection of the Southerly line of said tract 15-A and the Westerly Right-of-Way line of U.S. Highway 69,96 and 287 (338 feet wide). Said monument also being the Southeast corner of a Gulf States Utilities Company fee strip (198 feet wide) as recorded in Vol. 1586, Pg. 196 of the Deed Records of Jefferson County, Texas;

THENCE North 23 degrees 37' 09" West with the Westerly Right-of-Way line of said Highway for a distance of 216.64' to a 1/2" iron rod found at the intersection of the Northerly line of said fee strip and the Westerly Right-of-Way line of said Highway and being the Southeast corner of that certain tract described in deed from J.L. Caldwell Company Trust to



## Exhibit A - TYC Deed to Jefferson County, Pg 3 of 7

Jefferson County and recorded of film code no. 102-98-2140, Jefferson County Deed Records;

THENCE North 23 degrees 57' 31" West along the Westerly Right-of-Way line of said Highway and the Easterly line of tract 15-A for a distance of 1098.15' to a 1/2" iron rod set for the Southeast corner of the herein described tract and THE PLACE OF BEGINNING;

THENCE North 79 degrees 06' 40" West a distance of 1462.25' to an iron rod set for the Southwest corner of the herein described tract;

THENCE North 23 degrees 57' 31" West 1200' from and parallel to the Westerly Right-of-Way line of U.S. Highway 69,96 and 287 for a distance of 1825.0' to an iron rod set for the Northwest corner of the herein described tract, said corner being located in the Northerly line of the Jefferson County 250 acre tract and the Southerly line of a 689.690 acre tract from Jefferson County to the Texas Department of Criminal Justice and described in deed on film code no. 102-98-2207, Jefferson County Deed Records;

THENCE South 79 degrees 06' 40" East along the Northerly line of said Jefferson County 250 acre tract and the Southerly line of the Texas Department of Criminal Justice 689.690 acre tract for a distance of 1442.66' to a 3.25" aluminum disk set in the Southerly Right-of-Way line of proposed F.M. 3514 as described in a donation deed from Jefferson County to the Texas Department of Transportation and recorded on film code no. 104-16-1046, Jefferson County Deed Records;

THENCE South 27 degrees 54' 08" East along the proposed South Right-of-Way line of F.M. 3514 a distance of 233.76' to a 3.25" aluminum disk set in the existing Right-of-Way line of U.S. Highway 69.96 and 287;

THENCE South 23 degrees 57' 31" East along the Westerly Right-of-Way line of said Highway and the Easterly line of the herein described tract a distance of 1602.99' to the POINT OF BEGINNING and containing 50.234 acres, more or less.

All oil, gas, lignite, sulphur and other minerals, mineral rights and royalties not previously reserved or otherwise severed or conveyed, if any, are reserved and retained by Grantor, together with all attendant mineral rights, royalty interests, and development rights, together with any and all rights of leasing, ingress and egress, exploration and development, if any, are reserved and retained by Grantor. Grantor further reserves and retains all rights and interests in and to groundwater underlying the Property, together with any and all rights of leasing, testing, exploration, production, development and storage, including without limitation: (a) the right to use the surface estate for purposes of testing, exploration, production and development of the groundwater estate and storage of



produced groundwater; (b) the right to place, construct, maintain and operate wells, pipelines, utilities, pumps, meters and other related infrastructure upon the appurtenant surface estate; and (c) the right of ingress and egress across the appurtenant surface estate necessary for purposes of testing, exploration, production and development of the groundwater estate and storage of produced groundwater, including construction, operation and repair of any groundwater collection and distribution systems. Provided, however, that Grantee shall have the right to use so much of the groundwater underlying the said Property as may be reasonable and necessary for Grantee's household and domestic purposes only. Grantee, its successors, and assigns shall have no right to use any groundwater underlying the Property conveyed herein for any commercial or industrial purposes.

PROVIDED HOWEVER, that, by accepting the Property, Grantee agrees that it shall use the Property only for a purpose that benefits the public interest of the State. If the Property conveyed herein is not used for a purpose that benefits the public interest of the State, all rights, title and interest in and to the Property shall automatically revert to the Grantor and the Grantor shall have the right of immediate entry onto the Property.

TO HAVE AND TO HOLD, subject to the reservations and exceptions herein, the Property, together with all and singular the rights, improvements and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE HAS INSPECTED THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION AND TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF THE STATE OF TEXAS, AS GRANTOR, INCLUDING THE TEXAS JUVENILE JUSTICE DEPARTMENT, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITION. GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. THE STATE OF TEXAS AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF



Exhibit A - TYC Deed to Jefferson County, Pg 5 of 7

**HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.**

This conveyance is made subject to any and all existing covenants, conditions, reservations, restrictions, rights of way, easements, and leases, if any, that are valid, in existence, and of record, or visible and apparent upon the ground of the Property.

**(Remainder of page intentionally left blank. Signature pages follow.)**

Signature Page

Witness my hand and seal of office effective this the 30 day of December, ~~2012~~ <sup>2013</sup>

**GRANTOR:**

The **STATE OF TEXAS**  
on behalf of the Texas Juvenile Justice Department

By: Mike Griffiths  
Mike Griffiths, Executive Director  
Texas Juvenile Justice Department

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

Personally appeared before me this 30 day of December, 2013,  
Mike Griffiths, Texas Juvenile Justice Department, and acknowledged that he  
approved the foregoing Deed in that capacity.

JM Cantu  
Notary Public  
My Commission Expires: 07-15-2017

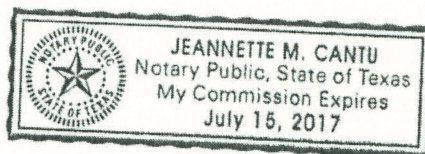




Exhibit A - TYC Deed to Jefferson County, Pg 7 of 7

Signature Page

This Deed Without Warranty with all its terms and provisions is hereby accepted.

GRANTEE:

JEFFERSON COUNTY,  
STATE OF TEXAS

By: 

Date: 1.13.14

After recording return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE TO COUNTY CLERK: PROPERTY CODE §12.006, COMBINED  
WITH GOVERNMENT CODE §2051.001, AUTHORIZES THE  
RECORDATION OF THIS INSTRUMENT WITHOUT ACKNOWLEDGMENT  
OR FURTHER PROOF.



**AGENDA ITEM****October 23, 2017**

Consider, possibly approve and authorize the County Judge to execute a City of Beaumont Consent Form for Demolition of an Unsafe Structure at 1410 Emile St., Beaumont, TX.

# BEAUMONT

— TEXAS —

## CITY OF BEAUMONT BUILDING CODES DIVISION CONSENT FORM FOR DEMOLITION OF UNSAFE STRUCTURE

I, Jefferson County -, do hereby give the City of Beaumont, Jefferson County, Texas, my consent as owner of the property and structure identified below to demolish and remove said structure. In consideration for the demolition I agree as follows:

1. I understand that the demolition may result in ruts in the property and the potential of damage to real and personal property remaining on the property.

2. ~~I hereby indemnify the City, its employees, officers and agent against any and all claims for injuries or damages arising from demolition on my property, expressly including injuries to persons or damages to real or personal property arising from negligence by the City, its employees, officers or agents.~~

\*\*\*\*\* Any personal property should be removed immediately because the spoils from the demolition will be discarded according to city policies and procedures.

### PROPERTY DESCRIPTION:

1410 EMILE ST -INCLUDES SHED  
BLANCHETTE 2 T 1 B35

409-885-8466

Telephone Number

Signature

JEFF R. BRAWICK

Signature

Date: 10.30.2017

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day appeared Jefferson County - County Judge  
JEFF R. BRAWICK known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he (they) executed the same for the purpose and consideration therein expressed.

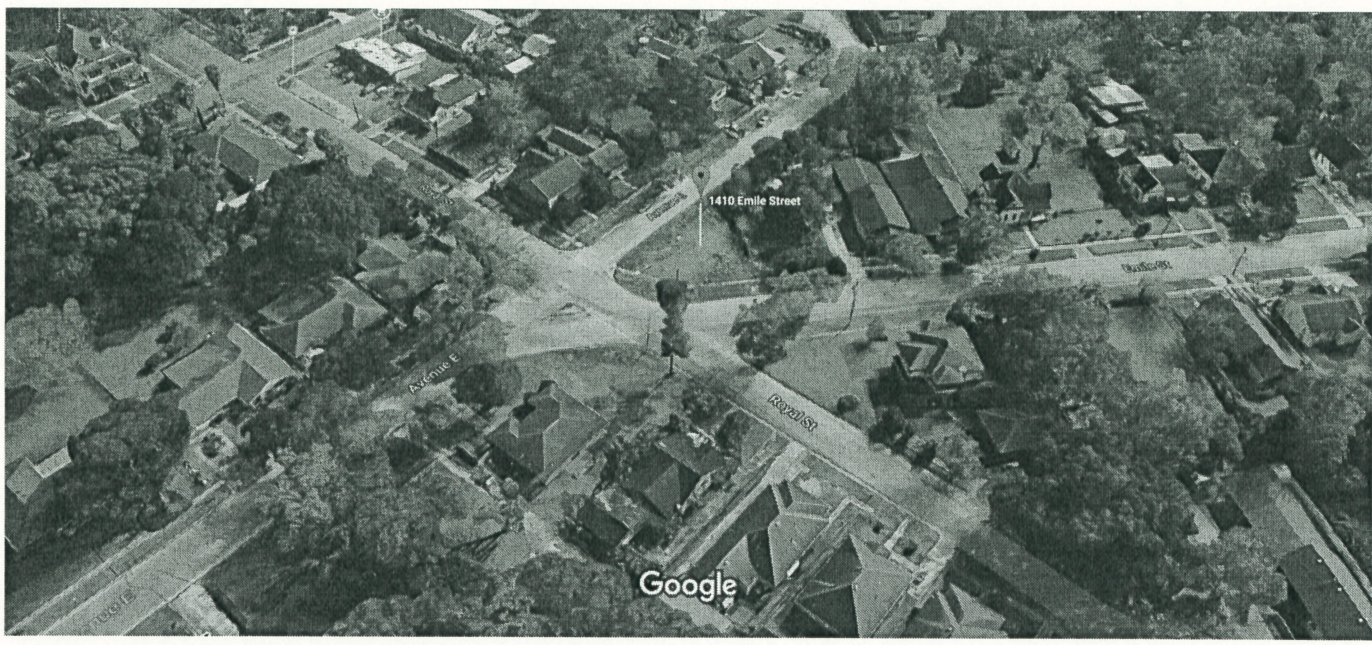
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30<sup>th</sup> day of OCTOBER, 2017.



Loma C. George  
Notary Public in and for  
Feb. 7, 2019, Texas  
My Commission Expires:



Google Maps 1410 Emile St



Imagery ©2017 Google, Map data ©2017 Google United States 50 ft



1410 Emile St  
Beaumont, TX 77701





**AGENDA ITEM****October 23, 2017**

Receive and file 2017 Certified Appraisal Roll Base Year Value as an exhibit to the executed Tax Abatement Agreement between Jefferson County and Enterprise Refined Products.



# 2017

## Certified Appraisal Roll

### As of Supplement: 4

**Title: Enterprise Refined Products 2017 Base Year Value**

#### Report Specifications:

Sort Order: Alpha  
Property Types:  
Property Group Codes:  
Entities: 901

Alpha Range: Like:  
From: To:

Geo Range: Like:  
From: To:

Acreage Range: Like:  
From: To:

Custom Query: SELECT PV.PROP\_ID FROM PROPERTY\_VAL PV  
WITH (NOLOCK) WHERE PV.PROP\_ID IN  
(248457, 259151, 248460, 255399, 266603,  
147593, 248471, 252218, 330877, 344032,  
349283, 395228, 402694, 402695)



## 2017 CERTIFIED APPRAISAL ROLL

As of Supplement # 4  
901 - JEFFERSON COUNTY

Alpha Order

09/25/2017 08:21AM

Prop ID	Owner	%	Legal Description	Values					
147593	480875	100.00	R Geo: 528600-000-000010-00000	Effective Acres: 0.000000	Imp HS:	0	Market:	59,705,400	
ENTERPRISE BEAUMONT			BEAUMONT TERMINAL IMPROVEMENTS 6275 HWY 347; BEAUMONT		Imp NHS:	59,705,400	Prod Loss:	0	
MARINE WEST LP			528600-000-000010-00000 AGENT: ETR 006664 R Use: F2		Land HS:	0	Appraised:	59,705,400	
PROPERTY TAX DEPT					Acres:	0.0000	Cap:	0	
PO BOX 4018			State Codes: F2		Map ID:	0	Assessed:	59,705,400	
HOUSTON, TX 77210-4018			Situs: TX		Mtg Cd:		Exemptions:		
Agent: ENTERPRISE PRODUCT					DBA:				
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable			
901	JEFFERSON COUNTY			59,705,400	0	59,705,400			
248471	480875	100.00	R Geo: 528600-000-000015-00000	Effective Acres: 0.000000	Imp HS:	0	Market:	4,195,200	
ENTERPRISE BEAUMONT			BEAUMONT TERMINAL IMPROVEMENTS TCEQ 08-(12900-12903)		Imp NHS:	4,195,200	Prod Loss:	0	
MARINE WEST LP			528600-000-000015-00000 AGENT: ETR 006664 R Use: F2		Land HS:	0	Appraised:	4,195,200	
PROPERTY TAX DEPT					Acres:	0.0000	Cap:	0	
PO BOX 4018			State Codes: F2		Map ID:	0	Assessed:	4,195,200	
HOUSTON, TX 77210-4018			Situs: TX		Mtg Cd:		Exemptions:	PC	
Agent: ENTERPRISE PRODUCT					DBA:				
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable			
901	JEFFERSON COUNTY			4,195,200	4,195,200	0			
252218	480875	100.00	R Geo: 528600-000-000016-00000	Effective Acres: 0.000000	Imp HS:	0	Market:	2,992,300	
ENTERPRISE BEAUMONT			BEAUMONT TERMINAL IMPROVEMENTS TCEQ 09-(1490(96-97,99)		Imp NHS:	2,992,300	Prod Loss:	0	
MARINE WEST LP			14(100-101) 528600-000-000016-00000 AGENT: ETR 006664 R Use: F2		Land HS:	0	Appraised:	2,992,300	
PROPERTY TAX DEPT					Acres:	0.0000	Cap:	0	
PO BOX 4018			State Codes: F2		Map ID:	0	Assessed:	2,992,300	
HOUSTON, TX 77210-4018			Situs: TX		Mtg Cd:		Exemptions:	PC	
Agent: ENTERPRISE PRODUCT					DBA:				
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable			
901	JEFFERSON COUNTY			2,992,300	2,992,300	0			
330877	480875	100.00	R Geo: 528600-000-000012-00000	Effective Acres: 0.000000	Imp HS:	0	Market:	19,990,200	
ENTERPRISE BEAUMONT			BEAUMONT TERMINAL IMPROVEMENTS NEW UNITS PER INDUSTRIAL		Imp NHS:	19,990,200	Prod Loss:	0	
MARINE WEST LP			AGREEMENT 6275 HWY 347; BEAUMONT 528600-000-000012-00000		Land HS:	0	Appraised:	19,990,200	
PROPERTY TAX DEPT					Acres:	0.0000	Cap:	0	
PO BOX 4018			State Codes: F2		Map ID:	0	Assessed:	19,990,200	
HOUSTON, TX 77210-4018			Situs:		Mtg Cd:		Exemptions:		
Agent: ENTERPRISE PRODUCT					DBA:				
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable			
901	JEFFERSON COUNTY			19,990,200	0	19,990,200			
344032	480875	100.00	R Geo: 528600-000-000011-00000	Effective Acres: 0.000000	Imp HS:	0	Market:	4,035,300	
ENTERPRISE BEAUMONT			BEAUMONT TERMINAL IMPROVEMENTS INSIDE CITY 6275 HWY 347;		Imp NHS:	4,035,300	Prod Loss:	0	
MARINE WEST LP			BEAUMONT 528600-000-000011-00000 AGENT: ETR 006664 R Use: F2		Land HS:	0	Appraised:	4,035,300	
PROPERTY TAX DEPT					Acres:	0.0000	Cap:	0	
PO BOX 4018			State Codes: F2		Map ID:	0	Assessed:	4,035,300	
HOUSTON, TX 77210-4018			Situs: 6275 HIGHWAY 347 BEAUMONT,		Mtg Cd:		Exemptions:		
Agent: ENTERPRISE PRODUCT			TX		DBA:				
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable			
901	JEFFERSON COUNTY			4,035,300	0	4,035,300			
349283	480875	100.00	R Geo: 528600-000-000013-00000	Effective Acres: 0.000000	Imp HS:	0	Market:	113,709,100	
ENTERPRISE BEAUMONT			BEAUMONT TERMINAL IMPROVEMENTS INSIDE CITY NEW ABATMENT)		Imp NHS:	113,709,100	Prod Loss:	0	
MARINE WEST LP			6275 HWY 347; BEAUMONT 528600-000-000013-00000 AGENT: ETR		Land HS:	0	Appraised:	113,709,100	
PROPERTY TAX DEPT					Acres:	0.0000	Cap:	0	
PO BOX 4018			State Codes: F2		Map ID:	0	Assessed:	113,709,100	
HOUSTON, TX 77210-4018			Situs:		Mtg Cd:		Exemptions:	AB	
Agent: ENTERPRISE PRODUCT					DBA:				
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable			
901	JEFFERSON COUNTY			113,709,100	102,338,190	11,370,910			
395228	480875	100.00	R Geo: 528600-000-000014-00000	Effective Acres: 0.000000	Imp HS:	0	Market:	90,256,690	
ENTERPRISE BEAUMONT			BEAUMONT TERMINAL IMPROVEMENTS 6275 HWY 347; BEAUMONT		Imp NHS:	90,256,690	Prod Loss:	0	
MARINE WEST LP			528600-000-000014-00000 AGENT: ETR 006664 R Use: F2		Land HS:	0	Appraised:	90,256,690	
PROPERTY TAX DEPT					Acres:	0.0000	Cap:	0	
PO BOX 4018			State Codes: F2		Map ID:	0	Assessed:	90,256,690	
HOUSTON, TX 77210-4018			Situs:		Mtg Cd:		Exemptions:	AB	
Agent: ENTERPRISE PRODUCT					DBA:				
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable			
901	JEFFERSON COUNTY			90,256,690	81,231,022	9,025,668			



## 2017 CERTIFIED APPRAISAL ROLL

As of Supplement # 4  
901 - JEFFERSON COUNTY

Alpha Order

09/25/2017 08:21AM

Prop ID	Owner	% Legal	Description	Values
402694	480875	100.00 R	Geo: 528600-000-000380-000000 Effective Acres: 0.000000 Imp HS: 0 Market: 13,913,010	
ENTERPRISE BEAUMONT	BEAUMONT TERMINAL IMPROVEMENTS TCEQ 08-(12900-12903)		Imp NHS: 13,913,010 Prod Loss: 0	
MARINE WEST LP	528600-000-000380-000000 AGENT: ETR 006664 R Use: F2		Land HS: 0 Appraised: 13,913,010	
PROPERTY TAX DEPT	Acres: 0.0000 Land NHS: 0 Cap: 0			
PO BOX 4018	State Codes: F2 Map ID: 0 Prod Use: 0 Assessed: 13,913,010			
HOUSTON, TX 77210-4018	Situs: Mtg Cd: Prod Mkt: 0 Exemptions: PC			
Agent: ENTERPRISE PRODUCT	DBA:			
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed Exemptions Taxable
901	JEFFERSON COUNTY			13,913,010 13,913,010 0
402695	480875	100.00 R	Geo: 528600-000-000390-000000 Effective Acres: 0.000000 Imp HS: 0 Market: 25,091,600	
ENTERPRISE BEAUMONT	BEAUMONT TERMINAL IMPROVEMENTS TCEQ 08-(12900-12903)		Imp NHS: 25,091,600 Prod Loss: 0	
MARINE WEST LP	528600-000-000390-000000 AGENT: ETR 006664 R Use: F2		Land HS: 0 Appraised: 25,091,600	
PROPERTY TAX DEPT	Acres: 0.0000 Land NHS: 0 Cap: 0			
PO BOX 4018	State Codes: F2 Map ID: 0 Prod Use: 0 Assessed: 25,091,600			
HOUSTON, TX 77210-4018	Situs: Mtg Cd: Prod Mkt: 0 Exemptions: PC			
Agent: ENTERPRISE PRODUCT	DBA:			
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed Exemptions Taxable
901	JEFFERSON COUNTY			25,091,600 25,091,600 0
248457	480806	100.00 R	Geo: 519010-000-000040-000000 Effective Acres: 0.000000 Imp HS: 0 Market: 107,823,800	
ENTERPRISE REFINED	IMPROVMENTS-PRODUCTS TERMINAL 3275 AMOCO RD EXT -		Imp NHS: 107,823,800 Prod Loss: 0	
PROD CO LLC	BEAUMONT TX 519010-000-000040-000000 AGENT: TEP 003353 R Use: F2		Land HS: 0 Appraised: 107,823,800	
PROPERTY TAX DEPT	Acres: 0.0000 Land NHS: 0 Cap: 0			
PO BOX 4018	State Codes: F2 Map ID: 0 Prod Use: 0 Assessed: 107,823,800			
HOUSTON, TX 77210-4018	Situs: TX Mtg Cd: Prod Mkt: 0 Exemptions:			
Agent: TE PRODUCTS PIPELI	DBA:			
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed Exemptions Taxable
901	JEFFERSON COUNTY			107,823,800 0 107,823,800
248460	480806	100.00 R	Geo: 519010-000-000070-000000 Effective Acres: 0.000000 Imp HS: 0 Market: 143,184,600	
ENTERPRISE REFINED	PT ARTHUR BREAKOUT TERMINAL 800 W DORSEY RD - PT ARUTHUR		Imp NHS: 143,184,600 Prod Loss: 0	
PROD CO LLC	519010-000-000070-000000 AGENT: TEP 003353 R Use: F2		Land HS: 0 Appraised: 143,184,600	
PROPERTY TAX DEPT	Acres: 0.0000 Land NHS: 0 Cap: 0			
PO BOX 4018	State Codes: F2 Map ID: 0 Prod Use: 0 Assessed: 143,184,600			
HOUSTON, TX 77210-4018	Situs: TX Mtg Cd: Prod Mkt: 0 Exemptions: AB, ECO			
Agent: TE PRODUCTS PIPELI	DBA:			
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed Exemptions Taxable
901	JEFFERSON COUNTY			143,184,600 0 143,184,600
255399	480806	100.00 R	Geo: 519010-000-000080-000000 Effective Acres: 0.000000 Imp HS: 0 Market: 25,441,500	
ENTERPRISE REFINED	PT ARTHUR BREAKOUT TERMINAL POLLUTION CONTROL 800 W		Imp NHS: 25,441,500 Prod Loss: 0	
PROD CO LLC	DORSEY RD - PT ARUTHUR 519010-000-000080-000000 AGENT: TEP		Land HS: 0 Appraised: 25,441,500	
PROPERTY TAX DEPT	Acres: 0.0000 Land NHS: 0 Cap: 0			
PO BOX 4018	State Codes: F2 Map ID: 0 Prod Use: 0 Assessed: 25,441,500			
HOUSTON, TX 77210-4018	Situs: TX Mtg Cd: Prod Mkt: 0 Exemptions: PC			
Agent: TE PRODUCTS PIPELI	DBA:			
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed Exemptions Taxable
901	JEFFERSON COUNTY			25,441,500 25,441,500 0
259151	480806	100.00 R	Geo: 519010-000-000045-000000 Effective Acres: 0.000000 Imp HS: 0 Market: 2,197,300	
ENTERPRISE REFINED	TCEQ-PRODUCTS TERMINAL 3275 AMOCO RD EXT - BEAUMONT TX		Imp NHS: 2,197,300 Prod Loss: 0	
PROD CO LLC	519010-000-000045-000000 AGENT: TEP 003353 R Use: F2		Land HS: 0 Appraised: 2,197,300	
PROPERTY TAX DEPT	Acres: 0.0000 Land NHS: 0 Cap: 0			
PO BOX 4018	State Codes: F2 Map ID: 0 Prod Use: 0 Assessed: 2,197,300			
HOUSTON, TX 77210-4018	Situs: TX Mtg Cd: Prod Mkt: 0 Exemptions: PC			
Agent: TE PRODUCTS PIPELI	DBA:			
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed Exemptions Taxable
901	JEFFERSON COUNTY			2,197,300 2,197,300 0
266603	480806	100.00 R	Geo: 519010-000-000082-000000 Effective Acres: 0.000000 Imp HS: 0 Market: 16,021,200	
ENTERPRISE REFINED	P.A. TERM PHASE 2 800 W DORSEY RD - PT ARUTHUR		Imp NHS: 16,021,200 Prod Loss: 0	
PROD CO LLC	519010-000-000082-000000 AGENT: TEP 003353 R Use: F2		Land HS: 0 Appraised: 16,021,200	
PROPERTY TAX DEPT	Acres: 0.0000 Land NHS: 0 Cap: 0			
PO BOX 4018	State Codes: F2 Map ID: 0 Prod Use: 0 Assessed: 16,021,200			
HOUSTON, TX 77210-4018	Situs: TX Mtg Cd: Prod Mkt: 0 Exemptions:			
Agent: TE PRODUCTS PIPELI	DBA:			
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed Exemptions Taxable
901	JEFFERSON COUNTY			16,021,200 0 16,021,200

**CERTIFIED APPRAISAL ROLL**  
**As of Supplement # 4**  
**901 - JEFFERSON COUNTY**

Alpha Order

09/25/2017 08:21AM

SUBTOTAL FOR 2017

-

	Totals		
	Current	Previous	Gain/Loss
Assessed	628,557,200	0	628,557,200
Exemptions	257,400,122	0	257,400,122
Taxable	371,157,078	0	371,157,078
Tax Amount	0.00	0.00	0.00



**CERTIFIED APPRAISAL ROLL**  
**As of Supplement # 4**  
**901 - JEFFERSON COUNTY**

Alpha Order

09/25/2017 08:21AM

**GRAND TOTALS**

-

	Totals		
	Current	Previous	Gain/Loss
Assessed	628,557,200	0	628,557,200
Exemptions	257,400,122	0	257,400,122
Taxable	371,157,078	0	371,157,078
Tax Amount	0.00	0.00	0.00

**AGENDA ITEM****October 23, 2017**

Receive and file corrected metes and bounds for Order Creating the Coastal Caverns Reinvestment Zone.

*EXHIBIT "A"*

The Coastal Caverns reinvestment zone consists of three project areas, labeled as Areas A, B and C.

Area A is an area defined by the following UTM coordinates:

Beginning at

Lat. 30°01'59.00"

Long. 94°02'49.21"

to

Lat. 30°01'30.98"

Long. 94°02'49.47"

to

Lat. 30°01'46.03"

Long. 94°02'33.28"

to

Lat. 30°01'44.32"

Long. 94°03'05.81"

and concluding back at

Lat. 30°01'59.00"

Long. 94°02'49.21"

Area A is also defined by the following State Plane Coordinate System coordinates:

Beginning at:

Northing/Y: 13956361.06

Easting/X: 3535311.75

to

Northing/Y: 13955111.41

Easting/X: 3536765.80

to

Northing/Y: 13953532.34

Easting/X: 3535408.70

to

Northing/Y: 13954817.44

Easting/X: 3533916.20

and concluding back at

Northing/Y: 13956361.06

Easting/X: 3535311.75

Area A is connected to Area B by a 50 foot corridor the center line of which runs from:

Lat. 30°01'44.11"

Long. 94°03'05.56"

to

Lat. 30°01'31.63"

Long. 94°04'12.40"

or

Northing/Y: 13954797.59

Easting/X: 3533939.25

to

Northing/Y: 13953289.16

Easting/X: 3528122.52



Area B is an area defined by the following UTM coordinates:

Beginning at:

Lat. 30°01'33.56"  
 Long. 94°04'57.72"  
 to  
 Lat. 30°01'31.90"  
 Long. 94°04'12.31"  
 to  
 Lat. 30°00'55.09"  
 Long. 94°04'14.10"  
 to  
 Lat. 30°00'56.76"  
 Long. 94°04'59.50"  
 and concluding back at  
 Lat. 30°01'33.56"  
 Long. 94°04'57.72"

Area B is also defined by the following State Plane Coordinate System coordinates:

Northing/Y: 13953316.61  
 Easting/X: 3524133.82  
 to  
 Northing/Y: 13953316.61  
 Easting/X: 3528128.79  
 to  
 Northing/Y: 13949595.80  
 Easting/X: 3528128.79  
 to  
 Northing/Y: 13949595.80  
 Easting/X: 3524133.82  
 and concluding back at  
 Northing/Y: 13953316.61  
 Easting/X: 3524133.82

Area B is connected to Area C by a by a 50 foot corridor the center line of which runs from:

Lat. 30°01'33.29"		Northing/Y: 13953316.61
Long. 94°04'57.73"		Easting/X: 3524133.82
to	or	to
Lat. 30°01'09.90"		Northing/Y: 13950642.03
Long. 94°06'15.43"		Easting/X: 3517408.54



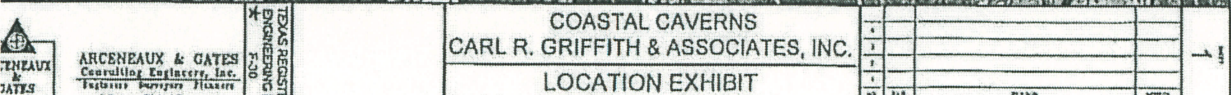
Area C is an area defined by the following UTM coordinates:

Lat. 30°02'07.18"  
Long. 94°07'08.40"  
to  
Lat. 30°01'41.28"  
Long. 94°06'15.31"  
to  
Lat. 30°01'09.67"  
Long. 94°06'15.43"  
to  
Lat. 30°01'09.17"  
Long. 94°07'07.74"  
and concluding back at  
Lat. 30°02'07.18"  
Long. 94°07'08.40"

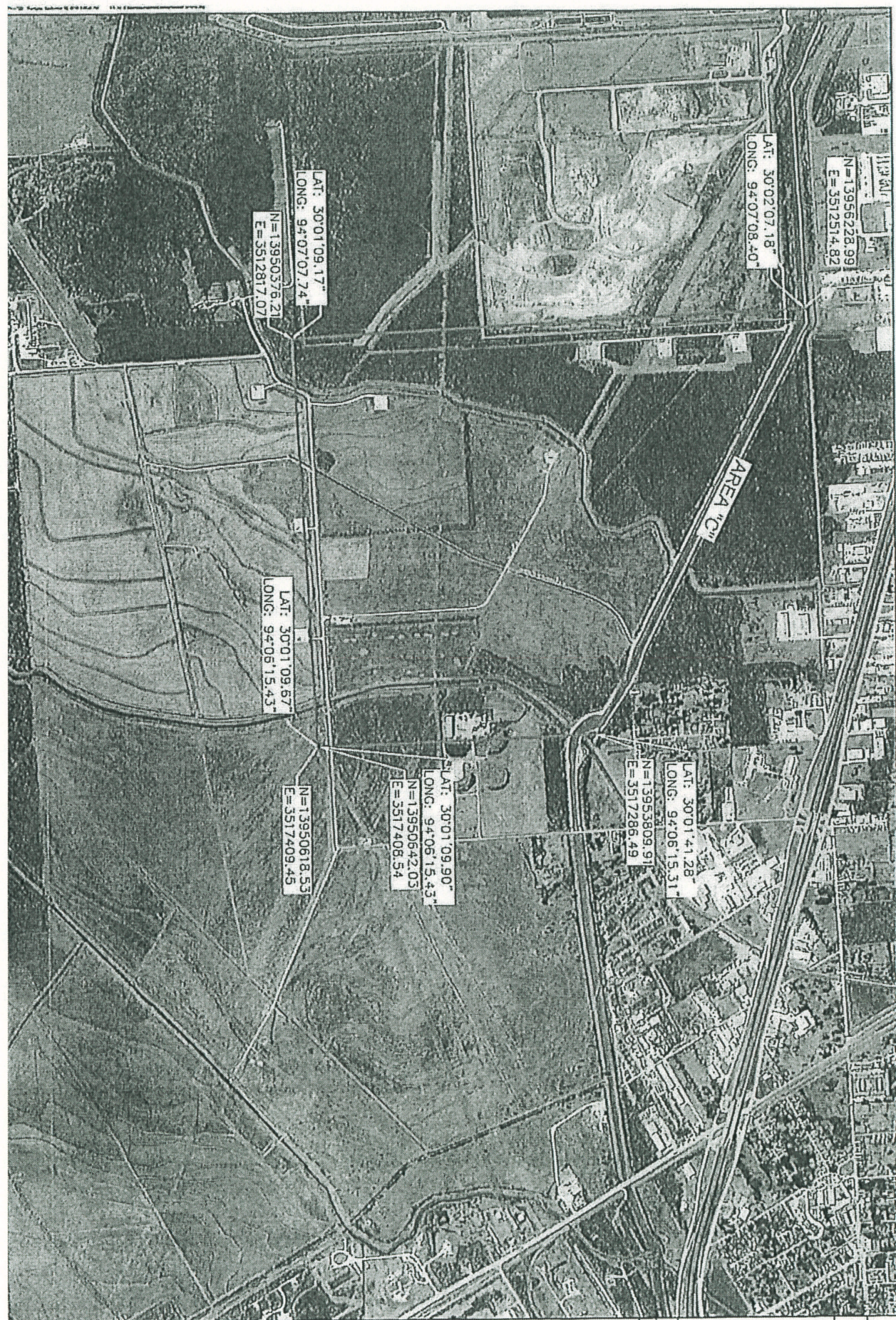
Area C is also defined by the following State Plane Coordinate System coordinates:

Northing/Y: 13956228.99  
Easting/X: 3512514.82  
to  
Northing/Y: 13953809.91  
Easting/X: 3517286.49  
to  
Northing/Y: 13950618.53  
Easting/X: 3517409.45  
to  
Northing/Y: 13950376.21  
Easting/X: 3512817.07  
and concluding back at  
Northing/Y: 13956228.99  
Easting/X: 3512514.82









COASTAL CAVERNS  
CARL R. GRIFFITH & ASSOCIATES, INC.

LOCATION EXHIBIT

2



**ARCENEUX & GATES**  
Consulting Engineers, Inc.  
Engineers, Surveyors, Planners

TEXAS REGISTRATION  
ENGINEERING  
F-30



## Pepe Dominguez

---

**From:** Pepe Dominguez <peped@co.jefferson.tx.us>  
**Sent:** Monday, October 16, 2017 2:08 PM  
**To:** 'Commissioner Weaver' (bweaver@co.jefferson.tx.us)  
**Cc:** Don Rao (drao@co.jefferson.tx.us); 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us); 'Commissioner Sinegal'; 'Commissioner Alfred'; 'Judge Branick'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us)  
**Subject:** Tracts A,B,C,D a 4.666 acre Replat of Tract A (1.192 Acres), Tract B (1.227 Acres), Tract C (0.910 Acres) All Fee Simple And Tract D (1.337 Acres) Easement Estate In the Manuel Chirino League, Abstract No. 10  
**Attachments:** Tracts A,B,C,D a 4.666 Acres Replat June Bug Trail.pdf

Commissioner Weaver ,

Attached is a PDF of Tracts A,B,C,D a 4.666 acre Replat of Tract A (1.192 Acres), Tract B (1.227 Acres), Tract C (0.910 Acres) All Fee Simple And Tract D (1.337 Acres) Easement Estate In the Manuel Chirino League, Abstract No. 10, located off June Bug Trail ( a private road) in Precinct #2. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, October 23, 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)





October 9, 2017

Jefferson County Commissioners' Court  
1149 Pearl Street  
Beaumont, Texas 77701

Honorable Judge Jeff Branick and Commissioners' Court:

On behalf of the Southeast Texas Government Employee Benefits Pool Board of Trustees, I am pleased to present 2018 renewal rates for your current employee benefits through the risk pool. We are proud of the partnerships we have developed with the groups in the pool and are determined to continue to meet your employees' needs for high quality benefits while managing costs.

### **MEDICAL PLAN OPTIONS**

The following rates reflect a 10% increase for Active Employees for 2018. Network and Claims' Administration Services will be provided by United Healthcare and Pharmacy Benefit Management services will be provided by Express Scripts. Jefferson County currently offers Plan 333 to its active employees.

	<b>UHC Medical Plan 333 (Active Employees)</b>
<b>Employee only</b>	\$671.61
<b>Employee &amp; Spouse</b>	\$1,545.13
<b>Employee &amp; Child</b>	\$1,360.38
<b>Family</b>	\$1,771.42

The following rates reflect a 10% increase for Retirees under 65 years of age for 2018. Network and Claims' Administration Services will be provided by United Healthcare and Pharmacy Benefit Management services will be provided by Express Scripts. Jefferson County currently offers Plan 333 to its retirees under 65 years of age.

	<b>UHC Medical Plan 333 (Retirees Under 65)</b>
<b>Retiree only</b>	\$1,176.91
<b>Retiree &amp; Spouse</b>	\$2,707.59
<b>Retiree &amp; Child</b>	\$2,383.87
<b>Family</b>	\$3,104.16
<b>Spouse Only</b>	\$1,530.67
<b>Child Only</b>	\$1,206.96

Jefferson County  
Page 2

### **DENTAL PLAN OPTIONS**

The following rates reflect a 10% increase for 2018. Network and Claims' Administration Services will be provided by United Healthcare.

	<b>Dental High Plan</b>	<b>Dental Basic Plan</b>
<b>Employee only</b>	\$29.26	\$19.64
<b>Employee &amp; Child</b>	\$63.08	\$41.07
<b>Employee &amp; Spouse</b>	\$63.08	\$41.07
<b>Family</b>	\$107.24	\$63.41

### **LIFE INSURANCE AND LONG TERM DISABILITY INSURANCE**

Basic Life, Supplemental Life and Long Term Disability rates will not change for 2018.

### **Age 65 & Over Retiree Benefits**

There is a 5.3% overall rate increase for the Age 65 & Over Retiree Benefits offered through Group Administrative Concepts, which includes the Hartford Medicare Supplement and Express Scripts Medicare Part D drug coverage, for 2018. The new rate is \$325.66 per member per month.

In accordance with your Interlocal Participation Agreement, your agreement will automatically renew effective January 1, 2018, unless written notice of the intent to terminate the agreement is received sixty (60) days prior to the renewed term.

If you have any questions concerning the benefits, rate changes, or if there is anything else we can help you with, please don't hesitate to give us a call. We will be happy to assist in any way we can.

Sincerely,



Kim Isaacs  
Administrator

cc: Patrick Swain, Chairperson





**JEFFERSON COUNTY SHERIFF'S OFFICE**  
SHERIFF ZENA STEPHENS

MEMORANDUM

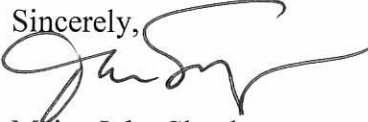
Date: October 18, 2017

To: Honorable Judge Jeff Branick  
Commissioner Eddie Arnold  
Commissioner Brent Weaver  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

From: Major John Shauburger

Re: Interlocal Cooperation Agreement with Bexar County and LaSalle Corrections

Please consider and possibly approve the attached interlocal agreement with Bexar County Texas, Southwestern Correctional LLC doing business as LaSalle Corrections and Jefferson County Texas. The purpose of this agreement is to establish terms and conditions under which Jefferson County will provide to Bexar County detention services. These services entail housing Bexar County inmates at the Jefferson County Downtown Jail currently operated by LaSalle Corrections.

Sincerely,  
  
Major John Shauburger



STATE OF TEXAS	§	INTERLOCAL COOPERATION
	§	
COUNTY OF BEXAR	§	AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into effective date as dated by signatures by and between the COUNTY OF BEXAR, a political subdivision of the State of Texas ("COUNTY"), COUNTY OF JEFFERSON, a political subdivision of the State of Texas ("CONTRACTOR"), and SOUTHWESTERN CORRECTIONAL, LLC doing business as LASALLE CORRECTIONS, operator of the Jefferson County Jail and a Texas limited liability corporation with an address of 26228 Ranch Road 12, Dripping Springs, Texas 78620 ("OPERATOR"). COUNTY, CONTRACTOR, and OPERATOR may hereafter be referred to singularly as a "Party" or collectively as the "Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

### **WITNESSETH**

WHEREAS, COUNTY is seeking to provide for the housing and care of certain inmates of COUNTY; and

WHEREAS, CONTRACTOR currently has excess capacity and the ability to provide housing and care for such inmates at the Jefferson County Downtown Jail ("Jail");

WHEREAS, OPERATOR currently operates the Jail on behalf of CONTRACTOR under the Jefferson County Jail Management Services Contract signed on June 28, 2011, between CONTRACTOR and OPERATOR ("Operation Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which CONTRACTOR will provide detention services for inmates of COUNTY at the Jail operated and managed by OPERATOR.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

### **ARTICLE I** **PURPOSE**

1.01 The purpose of this Agreement is to establish the terms and conditions under which CONTRACTOR will provide to COUNTY detention services for COUNTY inmates at the Jail managed and operated by OPERATOR.

## ARTICLE II

### TERM

- 2.1 The term ("Term") of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2018. COUNTY and CONTRACTOR may renew the Agreement on an annual basis for three (3) additional one (1) year periods commencing on January 1, 2019 through December 31, 2022. The Agreement shall renew automatically upon the expiration of the current term unless either COUNTY or CONTRACTOR provides the other Party with written notice of its desire not to renew the Agreement. Such notice shall be provided at least thirty (30) days prior to the expiration of the current term. All agreements between the Parties are set out in this Agreement and no oral agreements which are not contained in this Agreement will be enforceable against any Party.
- 2.2 Notwithstanding Article II, Section 2.01 hereof, this Agreement will terminate in the event sufficient funds are not appropriated by the BEXAR County Commissioners Court to meet the COUNTY'S fiscal obligations herein, or if sufficient funds are not appropriated by the Jefferson County Commissioners Court to meet the CONTRACTOR'S service obligations agreed hereto in any fiscal year. In such event, the terminating Party agrees to give the non-terminating Party sixty (60) days' written notice prior to such termination.
- 2.3 The Parties hereby agree that, notwithstanding any other language to the contrary herein, either COUNTY or CONTRACTOR may terminate this Agreement with or without cause by giving to the other Party thirty (30) days' written notice of its intention to terminate. Upon termination of this agreement, return of the COUNTY inmates to Bexar County Sheriff will be transported within forty-eight (48 hours) or a time mutually determined by CONTRACTOR and COUNTY and all costs are born by Bexar County.

## ARTICLE III

### DESIGNATED REPRESENTATIVES

- 3.1 COUNTY hereby appoints Sheriff Javier Salazar, BEXAR County Sheriff, as its designated representative under this Agreement.
- 3.2 CONTRACTOR hereby appoints Zena Stephens Jefferson County Sheriff, as its designated representative under this Agreement.
- 3.3 OPERATOR hereby appoints Rodney Cooper, LaSalle Corrections, Executive Director, is its designated representative under this Agreement.
- 3.4 A Party may change its designated representatives at any time by providing the other Parties with written notice of the change pursuant to Article X, Section 10.01 herein below.

ARTICLE IV  
**OBLIGATIONS**

- 4.1 CONTRACTOR agrees to provide for housing and safekeeping of inmates of COUNTY in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards ("Jail Commission"). The Parties agree that any inmate of COUNTY shall be eligible for incarceration at the Jail under this Agreement provided that the incarceration of such inmate is in accordance with the standards under the Jail Commission approved custody assessment system in place at the Jail. CONTRACTOR understands and agrees that COUNTY shall have sole discretion as to the number of inmates of COUNTY to send to the Jail, including whether to send any inmates at all, and that COUNTY does not guarantee a minimum number of inmates to be housed in the Jail under this Agreement. Furthermore, COUNTY understands and agrees that CONTRACTOR will house COUNTY'S inmates provided the Jail has available beds.
- 4.2 CONTRACTOR through its contract with OPERATOR shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in the Jail, subject to the terms and conditions of this Agreement. Routine medical services provided to COUNTY'S inmates shall also be in accordance with CONTRACTOR'S Health Services Plan for CONTRACTOR'S inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, and Rule 273.2.
- 4.3 COUNTY and CONTRACTOR agree that the CONTRACTOR through its contract with the OPERATOR will be responsible for the transportation of inmates of COUNTY to and from the Jail twice per week, if needed, and any additional transportation will be billed at the rate of \$.50 per mile and \$15.00 per guard hour. COUNTY will provide a minimum 24 hour notice of the total number and identity of all inmates to be transported, both regular scheduled and special transports if possible. COUNTY will also provide 24 hour notice if no transports are needed for regular transport days.
- 4.4 CONTRACTOR through its contract with OPERATOR agrees to provide reasonable medical services to inmates of COUNTY only as follows:
- (a) CONTRACTOR through its contract OPERATOR shall provide routine medical services to inmates of COUNTY in the Jail, including on-site sick call (provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies; and
  - (b) CONTRACTOR through its contract OPERATOR shall provide non-routine medical services to inmates of COUNTY, which are necessitated by an emergency or by a life threatening medical situation, including



Ambulance transportation or emergency flight, if required, at the cost of COUNTY.

In the event an inmate of COUNTY requires medical services other than those described in subparagraph (a) hereinabove, including but not limited to dental, optical services, mental health services, prescription drugs and treatments, CONTRACTOR agrees to contact COUNTY'S Designated Representative to advise the Designated Representative of the County: (i) the identity of the COUNTY inmate; (ii) the type of the medical services and/or treatments CONTRACTOR has determined the COUNTY inmate requires; (iii) any services or treatments the COUNTY inmate has received at the Jail in connection with the illness or condition for which CONTRACTOR is contacting COUNTY'S Designated Representative; (iv) a contact name and telephone number for the representative with OPERATOR that determined the medical services and/or treatments are necessary for the COUNTY inmate; and (v) the arrangements which have been made to transport the COUNTY inmate back to BEXAR County to receive the medical services and/or treatments. In addition, should a COUNTY inmate be hospitalized for any reason at a non-BEXAR County facility, CONTRACTOR shall provide COUNTY with the information required in items (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the COUNTY inmate that is familiar with the COUNTY inmate's condition.

- 4.5 CONTRACTOR and OPERATOR understand that the detention services to be provided under this Agreement include only basic custodial care and supervision, and do not include any special educational, vocational, or other programs.
- 4.6 CONTRACTOR reserves the right for CONTRACTOR and/or OPERATOR to review the background of inmates sought to be transferred to the Jail, and COUNTY agrees to cooperate with and provide information reasonably requested regarding any such inmate. CONTRACTOR reserves the right to refuse acceptance of any such inmate if, in the reasonable judgment of CONTRACTOR'S Designated Representative, a particular inmate's behavior, medical, or psychological condition, or other circumstances of reasonable concern, makes the inmate unacceptable for incarceration in the Jail.
- 4.7 CONTRACTOR and OPERATOR further agree that should a prisoner be injured while being housed by CONTRACTOR, that CONTRACTOR and/or OPERATOR will within ten (10) hours notify COUNTY of said injury and provide COUNTY with copies of all incident reports relating to the injury.
- 4.8 **CONTRACTOR shall only be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage or loss is caused by the fault or negligence of Contractor, its agents or employees. COUNTY shall only be liable for any injuries, death, damage, or loss to the extent that such Injury, death, damage or loss is caused by the fault or negligence of County and its employees.**

INDEMNIFICATION. AS OPERATOR BENEFITS FINANCIALLY FROM THE TERMS OF THIS AGREEMENT, OPERATOR AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY CONTRACTOR AND COUNTY AND THEIR OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS, ASSESSMENTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, THE "LIABILITIES"), INCURRED OR SUFFERED BY CONTRACTOR AND COUNTY AND ITS OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT ARISE OUT OF OR RESULT FROM ANY CAUSE OR CLAIM OR ANY NEGLIGENT OR WRONGFUL ACT OR FAILURE TO ACT BY OPERATOR OR ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ITS SUBCONTRACTORS OR ASSIGNS, FOR LIABILITIES THAT ARISE OR RESULT FROM THE ACTS OR OMISSIONS OF OPERATOR IN ITS OPERATION OF THE JAIL UNDER THE OPERATION AGREEMENT OR THIS AGREEMENT. THIS INDEMNITY SHALL NOT COVER ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES, OR EXPENSES, INCLUDING ATTORNEYS' FEES CAUSED BY, OR RESULTING FROM, LIABILITIES THAT ARE ATTRIBUTABLE TO THE GROSS NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR COUNTY OR THEIR OFFICIALS EMPLOYEES, AGENTS OR REPRESENTATIVES OR ANY LEGAL ENTITY FOR WHOSE NEGLIGENT ACTION OR OMISSION COUNTY MAY BE LIABLE. THIS PROVISION DOES NOT AFFECT OR ALLEVIATE ANY DUTIES OF OPERATOR TO CONTRACTOR THAT EXIST PURSUANT TO THE JEFFERSON COUNTY JAIL MANAGEMENT SERVICES CONTRACT SIGNED ON JUNE 28, 2011 BETWEEN OPERATOR AND CONTRACTOR

- 4.10 CONTRACTOR shall require OPERATOR to maintain, at a minimum, and OPERATOR agrees to maintain the insurance required in the Operation Agreement, Article IX. OPERATOR agrees to add COUNTY (i.e. Bexar County, the Bexar County Sheriff, the County Judge and the County Commissioners) as additional insureds to the insurance policy required in the Operation Agreement with CONTRACTOR. The CONTRACTOR agrees to provide a certificate of insurance to COUNTY within seven days from the approval of this agreement by CONTRACTOR.

## **ARTICLE V**

### **PAYMENT FOR SERVICES**

- 5.1 COUNTY agrees to pay CONTRACTOR a per-diem rate for detention services under this Agreement in the amount of FORTY NINE DOLLARS AND 00/100 (\$49.00) for each inmate for each day that detention services are provided from the effective date. The Parties agree that a portion of any day shall be computed as a full day under this Agreement, and subject to the per diem rate, only on the day of arrival of the inmate to the Jail. COUNTY shall not be responsible for any pro-rated per diem fees for any partial day that includes the day of departure of any inmate.

- 5.2** COUNTY understands and acknowledges that only routine medical services, as described in Article IV, Section 4.04(a) hereinabove, are included in the per diem rate for detention services provided under this Agreement, and that reasonable medical expenses for services that are required to be provided pursuant to Article IV, Section 4.04(b) hereinabove shall be the responsibility of COUNTY.
- 5.3** CONTRACTOR and/or OPERATOR agrees to issue a monthly invoice to COUNTY addressed to the BEXAR County Auditor at 101 W. Nueva street, San Antonio, Texas 78205. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of COUNTY under this Agreement as well as the period of time for which the invoice applies. The invoice submitted by CONTRACTOR hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by COUNTY, then COUNTY agrees to notify CONTRACTOR in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice. The Parties agree that only payment of the disputed amount may be retained by COUNTY until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.
- 5.4** Payments by COUNTY to CONTRACTOR for the detention services provided under this Agreement must be made from current revenues available to COUNTY. The payment of funds under any provision of this Agreement by COUNTY is contingent upon an appropriation by COUNTY to cover the provisions of the Agreement. Neither COUNTY, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of COUNTY may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of COUNTY. The failure of COUNTY to appropriate sufficient funds will not cause COUNTY to be in default under this Agreement, and CONTRACTOR'S sole and exclusive remedy shall be to terminate this Agreement.

## **ARTICLE VI**

### **RECORDS**

- 6.1** COUNTY agrees to provide CONTRACTOR and/or OPERATOR with copies of all inmate classifications and detention records applicable to each inmate that is to be detained at the Jail under this Agreement as well as any medical records or other relevant information in the possession of COUNTY for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.
- 6.2** Upon request, CONTRACTOR and/or OPERATOR agrees to provide



COUNTY with copies of any records or reports maintained by CONTRACTOR that are applicable to the particular inmate of COUNTY relating to that inmate's detention at the Jail under this Agreement.

- 6.3** The Parties agree that neither CONTRACTOR nor OPERATOR shall be responsible for the computation or processing of any inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. In addition, CONTRACTOR shall not be responsible for paperwork arrangements for any inmate that is to be transferred to the Texas Department of Criminal Justice, Institutional Division. All of the foregoing recordkeeping and/or paperwork requirements shall continue to be the responsibility of COUNTY. **COUNTY AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY CONTRACTOR AND ITS OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS, ASSESSMENTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, THE "LIABILITIES"), INCURRED OR SUFFERED BY CONTRACTOR, ITS OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT ARISE OUT OF OR RESULT FROM COMPUTATION OR PROCESSING OF ANY INMATE'S TIME/AWARD/CREDITS AND DISCHARGE DATES SUBJECT TO THE LIMITATION OF ARTICLE 11, SECTION 7, OF THE TEXAS CONSTITUTION.**

- 6.4** COUNTY agrees to comply with all of CONTRACTOR'S booking procedures. CONTRACTOR and/or OPERATOR hereby agree to furnish COUNTY with a copy of those procedures on, or prior to, execution of this Agreement by CONTRACTOR.

## **ARTICLE VII TEXAS LAW TO APPLY**

- 7.01** This Agreement shall be construed under and in accordance with the laws of the State of Texas.

## **ARTICLE VIII LEGAL CONSTRUCTION**

- 8.01** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## ARTICLE IX

### AMENDMENTS

- 9.01 No amendment, modification, or alteration of the terms hereof shall be binding Unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of COUNTY, CONTRACTOR, and OPERATOR.

## ARTICLE X NOTICES

- 10.01 All notices to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below or at such other address as the Parties may designate. All notices given by mail shall be deemed to have been given three (3) days after the time of deposit in the United States mail and shall be effective from such date.

To COUNTY: BEXAR County  
Judge Nelson Wolff  
Paul Elizondo Tower  
101 W. Nueva, 10th Floor  
San Antonio, Texas 78205-3482

With copy to: Sheriff Javier Salazar  
BEXAR County Sheriff's Office  
200 North Comal Street  
San Antonio, Texas 78207

To CONTRACTOR

Judge Jeff Branick  
Jefferson County Judge  
1149 Pearl Street  
Beaumont, Texas 77701

With copy to: Sheriff Zena Stephens  
Jefferson County Sheriff's Office 1001  
Pearl Street  
Beaumont, Texas 77701

To OPERATOR: Tim Kurpiewski  
LaSalle Southwest Corrections  
26228 Ranch Road 12 Dripping  
Springs, TX 78620

**ARTICLE XI**  
**ASSIGNMENT**

- 11.01 No Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the written consent of the other Parties. Any attempt to assign without such approval shall be void.

**ARTICLE XII**  
**COMPLIANCE WITH LAWS AND ORDINANCES**

- 12.01 The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement.

**ARTICLE XIII**  
**PRIOR AGREEMENTS SUPERSEDED**

- 13.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

**ARTICLE XIV**  
**MULTIPLE COUNTERPARTS**

- 14.01 This Agreement may be executed in counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

**ARTICLE XV**  
**PARTIES BOUND**

- 15.01 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third party beneficiaries to this Agreement.



EXECUTED IN TRIPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE  
 FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE \_\_\_\_ DAY OF  
 \_\_\_\_\_ 2017.

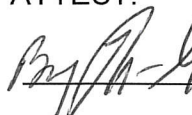
COUNTY OF JEFFERSON

COUNTY OF BEXAR

By:   
 Jeff Branick  
 County Judge

By: \_\_\_\_\_  
 Nelson Wolff  
 County Judge

ATTEST:

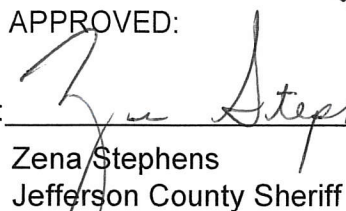
  
 County Clerk



ATTEST:

\_\_\_\_\_  
 County Clerk

APPROVED:

By:   
 Zena Stephens  
 Jefferson County Sheriff

APPROVED:

By: \_\_\_\_\_  
 Javier Salazar  
 Bexar County Sheriff

LASALLE  
 CORRECTIONS:

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

Chief Financial Officer  
 Tim Kurpiewski

**Special, October 23, 2017**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, October 23, 2017