

SPECIAL, 2/3/2014 1:30:00 PM

BE IT REMEMBERED that on February 03, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

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

Notice of Meeting and Agenda and Minutes
February 03, 2014

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
February 03, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **03rd** day of **February 2014** at its regular meeting place in the Commissioner's 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: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Consider and approve Change Order # 3 for (IFB 13-007/JW), Bridge Replacement on Lawhon Road at Green Pond Gully with Tom-Mac, Inc. for an increase of \$1,815.00 to overrun the quantity of white reflective pavement markings (Item 666-2010) by 600 linear feet and yellow reflective pavement markings (Item 666-2103) by 5 linear feet, bringing the contract total up to \$625,470.20. The days of completion will not change.

SEE ATTACHMENTS ON PAGES 7 - 7

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AIRPORT:

2. Consider, receive, file, and execute Lease Agreement (1) Lease of Property (Paved Parking Lot Located West of the Main Commercial terminal) in Jefferson County with Hotard Coaches, Inc. for a Primary Lease period of 21 months beginning on January 21, 2014 with a automatic month-to-month extension.

SEE ATTACHMENTS ON PAGES 8 - 14

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

3. Regular County Bills - check #389834 through check #390000.

SEE ATTACHMENTS ON PAGES 15 - 21

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY COMMISSIONERS:

4. Consider and possibly approve receive and file a change of address for Jefferson County Courthouse Annex from 1001 Pearl Street to 1085 Pearl Street effective immediately to distinguish a location for 911 Emergency Services. The sheriff's office will retain 1001 Pearl Street as its official "911" and mailing address.

SEE ATTACHMENTS ON PAGES 22 - 22

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

5. Consider and possibly approve the initial estimate for the base bid costs of Phase 5 and any alternatives for the restoration of the Jefferson County Historic Courthouse as presented by Bailey Architect, Inc.

Action: TABLED

6. Consider and possibly approve an Inter-local Agreement between Jefferson County and the City of Groves for road and street repair.

SEE ATTACHMENTS ON PAGES 23 - 23

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

7. Consider and possibly approve an Inter-local Agreement between Jefferson County and the City of Nederland for road and street repair.

SEE ATTACHMENTS ON PAGES 24 - 24

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
February 03, 2014

8. Consider and possibly approve an Inter-local Agreement between Jefferson County and the City of Port Neches for road and street repair.

SEE ATTACHMENTS ON PAGES 25 - 25

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider, possibly approve and authorize the County Judge to execute a Correction Special Warranty Deed from Jefferson County to the City of Port Arthur Section 4A Economic Development Corporation, pursuant to Sec. 5.029 of the Texas Property Code, to correct an error in the legal description under the County Clerk's file No. 20100000301, in the Official Public Records of Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 26 - 30

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

10. Consider, possibly approve and authorize the County Judge to execute a lease between Jefferson County and Neches Federal Credit Union to continue as a tenant in their current location.

SEE ATTACHMENTS ON PAGES 31 - 37

Action: TABLED

11. Consider, possibly approve and adopt boundaries to create one or more County Energy Transportation Reinvestment Zone (s) pursuant to Sec. 222.1071 of the Texas Transportation Code.

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

ADDENDUMS

12. Consider and approve appointment of interim Tax Assessor Collector.

Judge Branick made the motion to appoint Terry Wuenschell as interim Tax Assessor Collector.

Motion by: County Judge Branick

Second by: Commissioner Arnold

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

Action: APPROVED

RISK MANAGEMENT:

13. Consider and possibly approve self-insuring against any loss covered by the Public Official's Bond for Cory Crenshaw, Criminal District Attorney, effective 1/27/2014.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

**Jeff R. Branick
County Judge**

Change Order

No. 3

Date of Issuance: 2-3-14 Effective Date: 2-3-14

Project: Bridge Replacement on Lawhon Rd at Green Pond Gulley	Owner: Jefferson County	Owner's Contract No.: IFB 13-007JW
Contract:		Date of Contract: 6-4-13
Contractor: Tom-Mac, Inc.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: To overrun the quantity for Item 666-2010 Refl Pav Mark Ty I (W) 4" (Slc) (060)

Mill by 600 LF and Item 666-2103 Refl Pav Mark Ty I (Y) 4" (Brk) (060) Mill by 5 LF for a total

Increase of \$1,815.00 with no change in Contract Time.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$591,837.20

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Increase from previously approved Change Orders
No. 1 to No. 2 :
\$31,818.00

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____ :
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order:
\$623,655.20

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Increase of this Change Order:
\$1,815.00

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:
\$625,470.20

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:
By: _____
DD6 (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
Tom N. M. M. M.
Contractor (Authorized Signature)
Date: 1-27-14

Approved by Funding Agency (if applicable): _____ Date: _____

THE STATE OF TEXAS § PARKING LOT & TEMPORARY GROUND
COUNTY OF JEFFERSON § RENTAL AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and Hotard Coaches, Inc. herein referred to as "Lessee".

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS "Lessee", is qualified to do business in the State of Texas and desires to enter a Parking Lot Rental Agreement with the Lessor for the purpose of leasing temporary parking facilities, with the understanding that the scope of business operations permitted by this agreement is limited to Lessee's temporary parking use. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport, and

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth, and

WHEREAS, Lessor and Lessee signed a non-binding letter of intent on August 28, 2013, to lease property at the Jack Brooks Regional Airport and

WHEREAS, Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, State of Texas, Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the parking area, its use or occupancy, and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises.** For and in consideration of the rent and covenants herein contained Lessor hereby leases to the Lessee the exclusive use of the following:

A. Area 1 -- Containing approximately 89,742 square feet, more or less, of paved parking lot, located west of the Main Commercial Terminal, immediately adjacent to the concrete passenger parking lot, and

2. **Terms.** This agreement shall become effective January 21, 2014, and shall expire on October 15, 2016, then automatically renewed as a month-to-month lease subject to adjustment of rental described in Section 5 (Adjustment of Rent).

3. **Rentals.** Lessee covenants and agrees to pay to Lessor rental as follows:

A. Area 1 - \$1,500 per month,

1. plus the cost for the installation and operation of up to six (6) light poles over the first 12 months

4. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall bear interest at the highest rate allowed by law from the date it is due until paid.

5. **Adjustment of Rent.** Commencing on **October 16, 2016**, and at the expiration of each subsequent calendar year, the rental price may be adjusted to reflect current economic conditions, to include, but not limited to, existing rental rates in the area, cost of utilities, and other relevant factors.

6. **Taxes.** Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

7. **Prohibited Uses.** The purpose of the lease is exclusively to provide short term parking of automobiles for the customers of Lessee during Lessee's normal business hours. Lessee shall not cause or allow the parking or storage of Motor Homes, Travel Trailers, Boats, or other Watercraft. Lessee shall not use the premises for (a) the sale of aircraft fuels, lubricants, or propellants; or (b) the operating of any public restaurant, cafeteria, kitchen stand, or game machines.

8. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities. The Lessee shall furnish, at its sole cost and expense, utilities as required to the leased space.

A. Utility cost for the parking lot lights will be paid by Airport.

9. **Lessor's Responsibilities.** Lessor shall, at its expense and risk, maintain reasonable care of landscaping and the regular mowing of grass and maintenance of paving outside the leased area.

10. **Lessee's Responsibilities.** Lessee shall, at its own expense and risk, maintain the premises and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty accepted. In the event Lessee should neglect to reasonably maintain the premises, Lessor shall have the right, but not the obligation, after written notice and a reasonable opportunity to correct the alleged condition, to cause repairs or corrections to be made, and any reasonable costs, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

11. **Alterations.** Lessee shall make no additions or alterations to the Improvements of the leased premises without the written permission of the Airport Manager.

A. Lessee agrees upon leasing Area 3, lessee will install temporary parking surfaces, such as gravel, limestone, or similar material. All material installed in Area 3 will become property of the Airport upon expiration of the initial lease term. If parties agree to terminate lease prior to lease expiration date, lessee will have the option to leave parking material in place or return lot to original condition, including, but not limited to sodding, seeding, and adequate draining.

12. **Condition and Surrender.** By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, and accepts the same in an "as is" condition. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section I and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs, therefore, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

13. **Hold Harmless Covenant.** Lessee covenants and agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of Lessee, his agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

14. **Insurance.** The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.

A. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.

B. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.

C. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of One Hundred Thousand Dollars (\$100,000.00) for

property damage growing out of any accident or other cause.

D. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars (\$500,000.00), for any vehicles operated by Lessee on the airfield.

E. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

15. **Relationship of Parties.** This relationship between Lessor and Lessee is not a bailment and in no way is to be construed to be a bailment. Lessor shall not be liable for any acts or omissions of Lessee or an independent contractor. Nor shall the Lessor be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport.

16. **Events of Default.** If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of ten (10) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, any such event shall be deemed to be an event of default by Lessee under this lease.

17. **Remedies.** Upon the occurrence of any event of default specified in Section 16 hereof, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this lease in which event Lessee shall immediately surrender the premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination.
- (b) Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

No reentry or taking possession of the premises by Lessor shall be construed as an election on its part to terminate this lease, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession. Should Lessor at any time terminate this lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including cost of recovering the premises and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the reasonable rental value of the premises for the remainder of the said term, all of which amounts shall be immediately payable from Lessee to Lessor.

18. **Cancellation.** After the expiration of the initial term and not before, Lessee and Lessor shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than thirty (30) days written notice of its interest to cancel this lease to the other party. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at the will of Lessor.

19. **Assignment or Sublease.** Lessee agrees not to assign the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent which shall not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein, without Lessor's written consent, and Lessor's consent shall not be unreasonably withheld. Lessee shall have no right to sublease any part of this lease or of the lease premises.

20. **Right of Entry.** Lessor reserves the right to enter upon the premises at any reasonable time for the

purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

21. **Compliance.** Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, including FAA approved Certification Manual, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

22. **Airport Regulations.** The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.

23. **Air Operations Area Security.** Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Federal Aviation Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.

24. **Airport Hazard.** The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

25. **Affirmative Action.** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

26. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

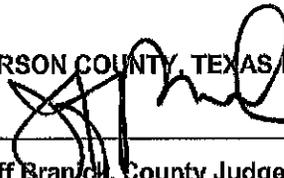
AIRPORT MANAGER
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

Natalie Barranco, COO
Hotard Coaches, Inc
2838 Touro Street
New Orleans, LA 70122
1 Tel. 504.274.1748

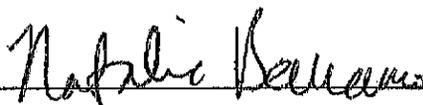
or to such other addresses as the parties may designate to each other in writing from time to time.

JEFFERSON COUNTY, TEXAS LESSOR

BY:  Dated: _____
Jeff Brantley, County Judge

Jefferson County, Texas

LESSEE

BY:  Dated: _____

Natalie Barranco, COO
Hotard Coaches, Inc.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	156.80	389919	
WARREN'S DO-NUTS	42.23	389969	199.03**
ROAD & BRIDGE PCT.#1			
MUNRO'S	31.45	389888	
SCOOTER'S LAWNMOWERS	65.92	389901	
THE SIGN MEN	167.27	389927	264.64**
ROAD & BRIDGE PCT.#2			
APPLIED INDUSTRIAL TECH	109.26	389858	
ENTERGY	100.83	389872	
TAMMY RAINS	32.46	389894	
RITTER @ HOME	73.38	389895	
ROGERS AUTO PARTS, INC.	30.49	389896	
SMART'S TRUCK & TRAILER, INC.	156.54	389904	
TRI-CON, INC.	7,065.28	389918	7,568.24**
ROAD & BRIDGE PCT. # 3			
ABLE FASTENER, INC.	24.65	389848	
MUNRO'S	22.45	389888	
AT&T	69.82	389911	
TIME WARNER COMMUNICATIONS	80.22	389913	
TRI-CON, INC.	2,976.84	389918	
MATHESON TRI-GAS	84.61	389920	
WAUKESHA-PEARCE IND., INC.	79.90	389922	
WEAVER, FALGOUT, & CARRUTH, INC.	21.36	389923	
HOWARD'S AUTO SUPPLY	293.83	389932	
INTERSTATE ALL BATTERY CENTER - BMT	309.90	389978	3,963.58**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	18.12	389863	
ENTERGY	1,208.96	389872	
M&D SUPPLY	43.78	389885	
SANITARY SUPPLY, INC.	.00	389900	
UNITED STATES POSTAL SERVICE	3.84	389944	
DIRECTV	60.00	389982	1,334.70**
ENGINEERING FUND			
PHILPOTT MOTORS, INC.	24,816.83	389892	
VERIZON WIRELESS	308.23	389940	
UNITED STATES POSTAL SERVICE	2.50	389944	25,127.56**
PARKS & RECREATION			
ENTERGY	480.56	389872	480.56**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	1,553.20	389944	
NEMO-Q	254.00	390000	1,807.20*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.15	389944	1.15*
AUDITOR'S OFFICE			
DELL MARKETING L.P.	981.57	389866	
SOUTHEAST TEXAS WATER	89.85	389908	
SOUTHEAST TEXAS WATER	29.95	389910	
UNITED STATES POSTAL SERVICE	3.36	389944	1,104.73*
COUNTY CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	200.33	389934	
UNITED STATES POSTAL SERVICE	211.90	389944	412.23*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	1.23	389944	
JEFF R BRANICK	340.00	389971	
DUNHAM HALLMARK PLLC	500.00	389989	
THOMSON REUTERS-WEST	102.00	389999	943.23*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	5.53	389944	5.53*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	213.67	389944	213.67*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	9.40	389944	9.40*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	389849	
B&L MAIL PRESORT SERVICE	1,897.83	389857	
TOWER COMMUNICATIONS, INC.	2,435.00	389942	4,368.83*
DATA PROCESSING			
WORKS RIGHT SOFTWARE, INC.	2,500.00	389850	
VERIZON WIRELESS	75.98	389938	2,575.98*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	46.48	389944	46.48*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	53.01	389944	
SIERRA SPRING WATER CO. - BT	4.03	389946	
ELECTION ADMINISTRATORS LLC	5,940.00	389995	5,997.04*
DISTRICT ATTORNEY			
FED EX	28.48	389870	
JEFFERSON CTY. BAR ASSOCIATION	240.00	389879	
UNITED STATES POSTAL SERVICE	238.41	389944	
LEXIS-NEXIS	98.00	389945	
PACER SERVICE CENTER	19.80	389950	
RECALL TOTAL INFORMATION MANAGEMENT	464.11	389961	
THOMSON REUTERS-WEST	649.22	389999	1,738.02*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	220.63	389944	220.63*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK, P.C.	900.00	389860	
RENE MULHOLLAND	1,498.65	389921	2,398.65*
58TH DISTRICT COURT			
HERBERT L. JAMISON & CO.	1,727.93	389878	
SOUTHEAST TEXAS WATER	89.85	389909	1,817.78*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.38	389944	.38*
136TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE 252ND DISTRICT COURT	.38	389944	.38*
LEAH HAYES	29.10	389875	
TERRENCE HOLMES	800.00	389877	
KEVIN S. LAINE	1,200.00	389931	
UNITED STATES POSTAL SERVICE	144.10	389944	
SEAN VILLERY-SAMUEL	800.00	389979	
JAMES R. MAKIN, P.C.	800.00	389987	3,773.20*
279TH DISTRICT COURT			
LAIRON DOWDEN, JR.	700.00	389868	
UNITED STATES POSTAL SERVICE	1.54	389944	
GLEN M. CROCKER	1,050.00	389949	1,751.54*
317TH DISTRICT COURT			
SUSAN OLIVER	325.00	389854	
TRAVIS EVANS	835.00	389869	
TERRENCE HOLMES	300.00	389877	
ANITA F. PROVO	800.00	389893	
BRUCE N. SMITH	500.00	389905	
KEVIN S. LAINE	650.00	389931	
CHARLES ROJAS	1,875.00	389935	
UNITED STATES POSTAL SERVICE	2.88	389944	
GLEN M. CROCKER	300.00	389949	
LANGSTON ADAMS	225.00	389958	
JOEL WEBB VAZQUEZ	575.00	389965	
LUKE NICHOLS	650.00	389970	
RYAN L MATUSKA	225.00	389973	
TONYA CONNELL TOUPS	800.00	389974	
NORMAN DESMARAIS JR.	2,050.00	389980	
JONATHAN L. STOVALL	500.00	389985	
STEFANIE L. ADAMS, ATTORNEY AT LAW	300.00	389986	
GORDON D. FRIESZ	500.00	389990	11,412.88*
JUSTICE COURT-PCT 1 PL 1			
KEN DOLLINGER	373.29	389867	
UNITED STATES POSTAL SERVICE	14.62	389944	387.91*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	11.14	389944	11.14*
JUSTICE COURT-PCT 2			
JPCA OF TEXAS, INC.	130.00	389956	
THOMSON REUTERS-WEST	38.00	389999	168.00*
JUSTICE COURT-PCT 4			
HERNANDEZ OFFICE SUPPLY, INC.	206.88	389876	206.88*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	11.80	389944	11.80*
JUSTICE COURT-PCT 7			
AT&T	29.41	389911	29.41*
COUNTY COURT AT LAW NO. 2			
THOMAS J. BURBANK, P.C.	250.00	389860	
SAM HOUSTON STATE UNIVERSITY	225.00	389899	
UNITED STATES POSTAL SERVICE	24.58	389944	
ANTOINE FREEMAN	650.00	389975	
SEAN VILLERY-SAMUEL	250.00	389979	1,399.58*
COUNTY COURT AT LAW NO. 3			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	18.05	389944	18.05*
COURT MASTER			
TEXAS STATE DIRECTORY	7.50	389917	
VERIZON WIRELESS	104.52	389938	
UNITED STATES POSTAL SERVICE	1.15	389944	113.17*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	29.85	389907	
TRI-CITY COFFEE SERVICE	26.55	389919	
UNITED STATES POSTAL SERVICE	4.99	389944	
KARA HAWTHORN	63.59	389988	124.98*
SHERIFF'S DEPARTMENT			
PHILPOTT MOTORS, INC.	9,712.70	389892	
TIMOTHY W. SMITH	348.55	389906	
UNITED STATES POSTAL SERVICE	188.42	389944	
LOWE'S HOME CENTERS, INC.	103.39	389953	10,353.06*
CRIME LABORATORY			
OFFICE DEPOT	114.10	389889	
SOUTHEAST TEXAS WATER	1,779.37	389910	
ASCLD / LAB, INC.	995.00	389933	
AFQAM	50.00	389962	
CLINIQA CORPORATION	413.00	389966	
RDB SERVICES	500.00	389993	3,851.47*
JAIL - NO. 2			
PETTY CASH - SHERIFF'S OFFICE	357.03	389890	357.03*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	676.70	389881	
VERIZON WIRELESS	66.50	389938	
UNITED STATES POSTAL SERVICE	1.58	389944	
SHANNA CITIZEN	84.75	389957	
TENNILLE DAW	380.25	389959	1,209.78*
JUVENILE DETENTION HOME			
OAK FARM DAIRY	159.08	389930	159.08*
CONSTABLE PCT 1			
AUTO ZONE	26.22	389928	
VERIZON WIRELESS	227.94	389938	
UNITED STATES POSTAL SERVICE	57.99	389944	312.15*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	389938	113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	389938	113.97*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	389938	
UNITED STATES POSTAL SERVICE	8.83	389944	122.80*
CONSTABLE PCT. 7			
VERIZON WIRELESS	113.97	389938	
JPCA OF TEXAS, INC.	130.00	389954	243.97*
CONSTABLE PCT. 8			

NAME	AMOUNT	CHECK NO.	TOTAL
ORANGE COUNTY ASSOCIATION FOR	275.00	389929	
VERIZON WIRELESS	113.97	389938	
JPCA OF TEXAS, INC.	95.00	389955	
THOMSON REUTERS-WEST	251.50	389999	735.47*
COUNTY MORGUE			
A1 FILTER SERVICE COMPANY	23.60	389992	23.60*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	5.32	389944	5.32*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	66.86	389853	
CALVARY MORTUARY	1,500.00	389861	
CLAYBAR FUNERAL HOME, INC.	984.00	389865	
ENTERGY	70.00	389873	
PETTY CASH - N C WELFARE	87.50	389891	
UNITED STATES POSTAL SERVICE	58.47	389944	
NOVARTIS VACCINES AND DIAGNOSTICS	812.49	389994	3,579.32*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	1,500.00	389871	
ENTERGY	49.19	389874	
AT&T	29.41	389911	1,578.60*
NURSE PRACTITIONER			
SIERRA SPRING WATER CO. - BT	12.99	389947	12.99*
CHILD WELFARE UNIT			
TARGET STORES DIVISION	761.44	389937	
BEAUMONT OCCUPATIONAL SERVICE, INC.	458.20	389951	
SEARS COMMERCIAL CREDIT	273.86	389952	1,493.50*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	389939	150.00*
MAINTENANCE-BEAUMONT			
CINTAS, INC.	203.04	389862	
CITY OF BEAUMONT - WATER DEPT.	534.37	389864	
ENTERGY	41,799.22	389872	
JOHNSON SUPPLY	126.90	389882	
KINDRA, DBA J&R SERVICES	266.00	389884	
M&D SUPPLY	309.87	389885	
RALPH'S INDUSTRIAL ELECTRONICS	94.55	389898	
AT&T	211.17	389911	
TOTAL SAFETY, INC.	440.00	389936	
PEMSCO	2,798.00	389968	
FIRETROL PROTECTION SYSTEMS, INC.	560.00	389977	
A1 FILTER SERVICE COMPANY	732.70	389992	48,075.82*
MAINTENANCE-PORT ARTHUR			
SANITARY SUPPLY, INC.	524.80	389900	
AT&T	1,261.00	389911	
TEXAS GAS SERVICE	810.17	389960	2,595.97*
MAINTENANCE-MID COUNTY			
ENTERGY	410.99	389872	
ACE IMAGEWEAR	27.91	389903	
BUBBA'S AIR CONDITIONING	575.00	389926	1,013.90*
SERVICE CENTER			
SEALS AUTOMATIC TRANSMISSION	232.83	389902	

NAME	AMOUNT	CHECK NO.	TOTAL
ORANGE COUNTY ASSOCIATION FOR	440.00	389929	
VERIZON WIRELESS	42.00	389938	
CODE 3 PUBLIC SAFETY EQUIPMENT, INC	870.00	389941	
PETROLEUM SOLUTIONS, INC.	114.00	389964	
			1,698.83*
			120,870.45**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	18.95	389852	
ROMERO GLASS CO.	58.00	389897	
TEXAS DEPT OF AGRICULTURE	84.00	389914	
AUTO ZONE	16.61	389928	
PARKER LUMBER	78.70	389981	
			256.26**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	579.50	389999	
			579.50**
EMPG GRANT			
VERIZON WIRELESS	183.56	389939	
			183.56**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	32.00	389938	
			32.00**
IV-E FOSTER CARE			
VERIZON WIRELESS	32.00	389938	
			32.00**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	427.37	389881	
VERIZON WIRELESS	120.54	389938	
UNITED STATES POSTAL SERVICE	98.84	389944	
JCCSC	118.00	389984	
			764.75**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	1,132.74	389859	
ENTERGY	1,397.95	389872	
CASH ADVANCE ACCOUNT	1,496.04	389881	
KINDRA, DBA J&R SERVICES	239.40	389884	
KIM MCKINNEY, LPC, LMFT	210.00	389887	
SYSCO FOOD SERVICES, INC.	638.23	389912	
PETTY CASH - RESTITUTION I	29.31	389925	
VERIZON WIRELESS	32.00	389938	
BEN E KEITH FOODS	39.74	389963	
			5,215.41**
DRUG DIVERSION PROGRAM			
CINDY CHERRY	139.30	389855	
			139.30**
LAW OFFICER TRAINING GRT			
MARK'S T-SHIRTS	1,428.00	389886	
			1,428.00**
COUNTY CLERK - RECORD MGT			
CDW COMPUTER CENTERS, INC.	376.32	389934	
			376.32**
DRUG INTERVENTION COURT			
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	600.00	389880	
			600.00**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	3.08	389944	
			3.08**
CONST. PCT 1 EDUCATION			
CASH ADVANCE ACCOUNT	690.95	389881	
			690.95**
J.P. COURTROOM TECH. FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	113.97	389938	113.97**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,697.21	389872	
MUNRO'S	123.25	389888	
TRI-CITY COFFEE SERVICE	115.45	389919	
VERIZON WIRELESS	37.99	389938	
UNITED STATES POSTAL SERVICE	58.49	389944	
MATERA PAPER COMPANY INC	19.91	389998	2,052.30**
CAPITAL PROJECTS FUND			
APAC, INC. - TROTTI & THOMSOM	89,112.96	389856	
TEXAS GENERAL LAND OFFICE	19,161.51	389915	
TEXAS GENERAL LAND OFFICE	28,259.92	389916	
TOTAL SAFETY, INC.	440.00	389936	
BAILEY'S ARCHITECTS INC	11,595.38	389972	
BASCO CONSTRUCTION INC	42,003.20	389997	190,572.97**
AIRPORT FUND			
A&A ELECTRIC CO., INC.	750.64	389846	
A&B OUTDOOR EQUIPMENT	110.72	389847	
TRIANGLE LOCKSMITH	65.00	389851	
CASH ADVANCE ACCOUNT	546.56	389881	
KAY ELECTRONICS, INC.	267.00	389883	
ROGERS AUTO PARTS, INC.	95.93	389896	
NEDERLAND HARDWARE SUPPLY	39.08	389924	
VERIZON WIRELESS	75.98	389938	
LOWE'S HOME CENTERS, INC.	145.60	389953	
ASCENT AVIATION GROUP INC	54,194.56	389976	
COUNTY HOME AND RANCH LP	111.55	389991	
ADVANCE AUTO PARTS	51.30	389996	56,453.92**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	95,481.02	389983	95,481.02**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	2,864.10	389967	2,864.10**
PAYROLL FUND			
JEFFERSON CTY. TREASURER	19,074.16	389834	
INTERNAL REVENUE SERVICE	150.00	389835	
JEFFERSON CTY. TREASURER - HEALTH	405,614.81	389836	
JEFFERSON CTY. TREASURER - PAYROLL	1,623,070.72	389837	
JEFFERSON CTY. TREASURER - PAYROLL	600,133.12	389838	
JEFFERSON CTY. TREASURER - TCDRS	560,076.89	389839	
TENNESSEE CHILD SUPPORT	115.38	389840	
NCO FINANCIAL SYSTEMS INC	115.60	389841	
FMS DMS PIONEER	34.62	389842	
SBA - U S DEPARTMENT OF TREASURY	168.49	389843	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	389844	
U S DEPARTMENT OF TREASURY	314.95	389845	3,208,985.97**
MARINE DIVISION			
TRI-CON, INC.	2,672.30	389918	
NEDERLAND HARDWARE SUPPLY	31.78	389924	
SIERRA SPRING WATER CO. - BT	37.40	389948	2,741.48**
ASAP - CONSTABLE PCT 8			
THOMSON REUTERS-WEST	454.50	389999	454.50**
			3,729,830.12***

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

RECEIVED
JAN 22 2014

January 22, 2014

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for January 27, 2014.

Consider and possibly approve receive and file a change of address for Jefferson County Courthouse Annex from 1001 Pearl Street to 1085 Pearl Street effective immediately to distinguish a location for 911 Emergency Services. The sheriff's office will retain 1001 Pearl Street as its official "911" and mailing address.

Thank you,

Eddie Arnold
County Commissioner, Pct. #1

INTER-GOVERNMENTAL AGREEMENT
Between
COUNTY OF JEFFERSON
and
CITY OF GROVES

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Groves, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Groves, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Groves, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Nederland and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Groves shall furnish Precinct Two, with materials needed in exchange for the labor and equipment.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

Executed on the _____ day of _____, 2014.

Jeff R. Branick
Jefferson County Judge

Brad Bailey, Mayor
Mayor, City of Groves

INTER-GOVERNMENTAL AGREEMENT

Between
COUNTY OF JEFFERSON
 and
CITY OF NEDERLAND

STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Nederland, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Nederland, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Nederland, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Nederland and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Nederland shall furnish Precinct Two, with materials needed in exchange for the labor and equipment.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

Executed on the ____ day of _____, 2014.

 Jeff R. Branick
 Jefferson County Judge

 R.A. "Dick" Nugent
 Mayor, City of Nederland

INTER-GOVERNMENTAL AGREEMENT

Between

COUNTY OF JEFFERSON

and

CITY OF PORT NECHES

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Port Neches, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Port Neches, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Port Neches, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Port Neches and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Port Neches shall furnish Precinct Two, with materials needed in exchange for the labor and equipment.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

Executed on the _____ day of _____, 2014.

Jeff R. Branick
Jefferson County Judge

Glenn Johnson
Mayor, City of Port Neches

representative, this Deed shall read as though pertinent verbs, nouns, and pronouns are changed correspondingly, and pronouns of the masculine gender where used herein shall be construed to include persons of the female sex. When this Deed is executed by or to or by and to a corporation or partnership, references to "heirs, executors, administrators, and personal representatives" shall be appropriately disregarded, and when this Deed is executed by or to or by and to a natural person or persons, references to "successors" shall be appropriately disregarded.

This Correction Special Warranty Deed is executed pursuant to Section 5.029 of the Texas Property Code to have the effect stated in Section 5.030 of the Texas Property Code to change the legal description of the Property contained in Exhibit "A" attached to the Special Warranty Deed recorded under County Clerk's File No. 2010000301 in the Official Public Records of Jefferson County, Texas ("Corrected Deed"), to the legal description of the Property contained in Exhibit "A" attached to this instrument to correct the error in the legal description contained in Exhibit "A" to the Corrected Deed which was attached to the Corrected Deed in error. Each of the Grantor and Grantee have executed this Correction Special Warranty Deed and each of them acknowledges that the legal description of the Property in the Exhibit "A" attached to this Correction Special Warranty Deed should have been included in the Corrected Deed instead of the legal description of the Property contained in Exhibit "A" attached to the Corrected Deed.

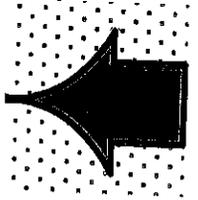
This correction deed may be executed in counterparts, and it shall not be necessary that the Grantor and Grantee execute the same counterpart of this correction deed, only that Grantor and Grantee execute at least one counterpart of this correction deed. All counterparts of this correction deed taken together shall constitute one and the same instrument.

EXECUTED this the ___ day of _____, 2014, to be effective on and after January 6, 2010.

GRANTOR:

JEFFERSON COUNTY, TEXAS

By: _____
Jeff Branick,
County Judge



GRANTEE:

PORT ARTHUR SECTION 4A ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

GRANTEE'S MAILING ADDRESS:

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Branick, County Judge of Jefferson County, Texas, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein and in the capacity therein stated on behalf of Jefferson County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ day of _____, 2014.

Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF JEFFERSON

This instrument was acknowledged before me on this ____ day of _____, 2014, by _____, _____ of City of Port Arthur Section 4A Economic Development Corporation, a corporation organized and existing under the laws of the State of Texas, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT "A"

BEING A 4.985 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE T. & N.O. RR SURVEY, SECTION 7, ABSTRACT 239, AND BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND (CALLED 33.343 ACRES) DESIGNATED AS TRACT I, AS RECORDED IN CLERK'S FILE NO. 2001006798 OF THE REAL PROPERTY RECORDS OF JEFFERSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 5/8" IRON ROD FOUND AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY 365 AND THE EAST LINE OF SAID 33.343 ACRE TRACT OF LAND AND BEING THE EASTERNMOST SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND (CALLED 1.874 ACRES) AS CONVEYED IN VOLUME 2248 PAGE 158 IN THE DEED RECORDS OF SAID COUNTY, AND BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 36 DEG. 39 MIN. 10 SEC. WEST ALONG AND WITH THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY 365 AND THE SOUTH LINE OF SAID 33.343 ACRE TRACT OF LAND A DISTANCE OF 546.90 FEET TO A 1/2" IRON ROD WITH CAP MARKED ARCENEAUX & GATES SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 53 DEG. 21 MIN. 55 SEC. WEST OVER AND ACROSS SAID 33.343 ACRE TRACT OF LAND A DISTANCE OF 406.13 FEET TO AN IRON ROD WITH CAP MARKED ACCESS FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 36 DEG. 39 MIN. 43 SEC. EAST OVER AND ACROSS SAID 33.343 ACRE TRACT OF LAND A DISTANCE OF 422.14 FEET TO AN IRON ROD WITH CAP MARKED ACCESS FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 58 DEG. 53 MIN. 15 SEC. EAST OVER AND ACROSS SAID 33.343 ACRE TRACT OF LAND A DISTANCE OF 51.98 FEET TO AN IRON ROD WITH CAP MARKED ACCESS FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 81 DEG. 43 MIN. 49 SEC. EAST OVER AND ACROSS SAID 33.343 ACRE TRACT OF LAND A DISTANCE OF 108.57 FEET TO AN IRON ROD WITH CAP MARKED ACCESS FOUND IN THE EAST LINE OF SAID 33.343 ACRE TRACT OF LAND AND EASTERNMOST WEST LINE OF SAID 1.874 ACRE TRACT OF LAND AND A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 53 DEG. 22 MIN. 05 SEC. EAST ALONG AND WITH THE EAST LINE OF SAID 33.343 ACRE TRACT OF LAND AND THE EASTERNMOST WEST LINE OF SAID 1.874 ACRE TRACT OF LAND A DISTANCE OF 309.52 FEET TO THE PLACE OF BEGINNING AND CONTAINING 4.985 ACRES OF LAND MORE OR LESS.



RECEIVED
JAN 30 2014

EVERETTE "BO" ALFRED
COUNTY COMMISSIONER
PRECINCT 4
P.O. Box 4025
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MEMO

TO: Hon. Jeff Branick, County Judge
Commissioner Eddie Arnold, Pct. # 1
Commissioner Brent Weaver, Pct. # 2
Commissioner Michael Shane Sinegal, Pct. # 3

FROM: Commissioner Everette Alfred, Pct. # 4

DATE: January 27, 2014

RE: Final Neches Federal Credit Union Contract

Please review the enclosed final contract between Jefferson County and Neches Federal Credit Union. I am asking that this item be placed on the Commissioners Court Agenda for Monday, February 3, 2014.

Consider and possibly approve a lease between Jefferson County and Neches Federal Credit Union. The Lease Commencement Date is February 3, 2014, and Termination Date is February 2, 2054.

Thank you.

EA/nr

Lease

Basic Terms

Date: February 3, 2014

Landlord: Jefferson County, Texas

Landlord's Address: 1149 Pearl Street, Beaumont, Texas 77701

Tenant: Neches Federal Credit Union

Tenant's Address: 776 Magnolia, Port Neches, Texas 77651

Premises: 1254 Pearl Street, Beaumont, Texas 77701

Term: 40 years

Commencement Date: February 3, 2014

Termination Date: February 2, 2054

Rent for Term: \$1.00

Permitted Use: Operation of a financial institution serving county employees and general public

Tenant's Insurance: Tenant will insure the improvements on the premises with property insurance in amounts equal to replacement value for fire, windstorm, theft, vandalism, and general property insurance coverage.

Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the improvements to the extent of insurance coverage.

Definitions

"Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use. However, charges for the use of such utilities will be paid by Tenant.

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Lienholder" means the holder of a deed of trust covering the Premises.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

“Tenant” means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Pay the Rent to Landlord upon commencement of the lease.
5. Obtain and pay for all utility services used by Tenant.
6. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
8. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
9. Vacate the Premises on the last day of the Term.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Allow a lien to be placed on the Premises.
6. Assign this lease or sublease any portion of the Premises without Landlord’s written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Provide the Essential Services.
3. Maintain the leased premises excluding the (a) roof, (b) foundation, and (c) structural soundness of the exterior walls, excluding windows and doors.

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease to a successor financial institution.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.
2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
3. *Insurance.* Tenant and Landlord will maintain their own insurance coverages, with Tenant insuring the improvements on the premises.
4. *Release of Claims/Subrogation.* Landlord and Tenant release each other and Lienholder from all claims or liabilities for damage to the Premises, damage to or loss of personal property within the Premises, and loss of business or revenues that are covered by the releasing party's property insurance or that would have been covered by the required insurance if the party fails to maintain the property coverages required by this lease. The party incurring the damage or loss will be responsible for any deductible or self-insured retention under its property insurance. Landlord and Tenant will notify the issuing property insurance companies of the release set forth in this paragraph and will have the property insurance policies endorsed, if necessary, to prevent invalidation of coverage. This release will not apply if it invalidates the property insurance coverage of the releasing party. **The release in this paragraph will apply even if the damage or loss is caused in whole or in part by the ordinary negligence or strict liability of the released party but will not apply to the extent the damage or loss is caused**

by the gross negligence or willful misconduct of the released party.

5. *Casualty/Total or Partial Destruction*

- a. If the Premises are damaged by casualty and can be restored within ninety days, Tenant will, at its option and expense, restore the roof, foundation, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its option and expense, replace any of its damaged furniture, fixtures, and personal property and restore any leasehold improvements that are within Tenant's Rebuilding Obligations. If Tenant decides not to make repairs, Tenant may terminate this lease by written notice to Landlord.

b.

6. *Condemnation/Substantial or Partial Taking*

- a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.
- b. c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. *Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code.

8. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

9. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

10. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

11. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and

perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

12. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

INTENTIONALLY DELETED.

14. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

15. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

16. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

17. *Venue.* Exclusive venue is in the county in which the Premises are located.

18. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

19. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

20. *Limitation of Warranties.* There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

21. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

22. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

Jefferson County, Texas

County Judge

Neches Federal Credit Union

President

Special, February 03, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, February 03, 2014