

REGULAR, 2/10/2014 1:30:00 PM

BE IT REMEMBERED that on February 10, 2014, there was begun and holden a REGULAR 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

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

Notice of Meeting and Agenda and Minutes
February 10, 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 10, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **10th** 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 **Regular** 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: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve specifications for (IFB 14-004/JW), Term Contract for Legal Notices for Jefferson County.

SEE ATTACHMENTS ON PAGES 8 - 38

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

2. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 14-007/KJS) with eSullivan Advertising & Design to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing (February 10, 2014) and ending September 30, 2014. Not to exceed \$25,000 for Marketing and Promotion of the Airport.

SEE ATTACHMENTS ON PAGES 39 - 41

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 42 - 44

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

4. Regular County Bills - check #390001 through check #390287.

SEE ATTACHMENTS ON PAGES 45 - 56

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:

5. Consider authorizing the County Judge to enter/terminate a Burn Ban Order.

Action: TABLED

6. Consider, possibly approve and receive and file Reinvestment Zone Order as an addendum to abatement agreements executed between Jefferson County and OCI-Firewater for Phase I and Phase II to correct the merger of the Pandora Methanol and OCI-Firewater Reinvestment Zones.

SEE ATTACHMENTS ON PAGES 57 - 87

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

7. Receive and file executed Inter-local Cooperation Contract between Jefferson County and Spindletop Center for Mental Health Liaison Program.

SEE ATTACHMENTS ON PAGES 88 - 95

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

8. Consider and possibly approve a resolution for the Jefferson County Family Drug Treatment Court grant application to the Criminal Justice Division for the fiscal year 2014-2015. (Grant Application 1869009.)

SEE ATTACHMENTS ON PAGES 96 - 96

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 10, 2014*

9. Consider and possibly approve a Resolution for Jefferson County Family Drug Treatment Court to apply for grant funds from The Foundation of Southeast Texas for the project period May 1, 2014 through April 31, 2015.

SEE ATTACHMENTS ON PAGES 97 - 97

**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 and possibly approve a Resolution of the Gulf Coast Community Protection and Recovery District, Inc.

SEE ATTACHMENTS ON PAGES 98 - 99

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

11. Consider authorizing the County Judge to execute a Texas Historical Commission Round 8 Grant application for Courthouse fire alarm system.

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

COUNTY TAX ASSESSOR-COLLECTOR:

12. Receive and file Official Oath for Terry Wuenschel, Interim Tax Assessor-Collector

SEE ATTACHMENTS ON PAGES 100 - 101

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

COUNTY TREASURER:

13. Receive and File Investment Schedule for January, 2014, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 102 - 104

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

ENGINEERING:

14. Consider and possibly approve Overweight Vehicle Permit 01-OW-14 to Square Mile Energy, LLC for drilling site off Wilber Road. This project is located in Precinct 3.

SEE ATTACHMENTS ON PAGES 105 - 117

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

HUMAN RESOURCES:

15. Consider and possibly approve the hiring of a Plumber in the Beaumont Maintenance Department at 102% of the salary range.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

16. Consider and possibly approve granting up to a 90-day leave without pay for Bonnie Ransonette, an Auditor's Office employee.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

17. Consider and possibly adopt a Resolution recognizing Cynthia A. Patton for 30 years and 3 months of dedicated service to the Sheriff's Office and to the citizens of Jefferson County.

SEE ATTACHMENTS ON PAGES 118 - 119

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

18. Consider and possibly approve a Resolution allowing Jefferson County to accept the Paul Coverdell Forensic Science Improvement Grant that has been awarded to the Regional Crime Lab for the 2014 project year. This is a fully funded NIJ grant that requires no cash match from the county.

SEE ATTACHMENTS ON PAGES 120 - 120

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

Other Business:

SET NEXT MEETING DATE, FEBRUARY 17, 2014 IS A COUNTY HOLIDAY (PRESIDENT'S DAY)

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

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

**Jeff R. Branick
County Judge**



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

February 10, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 14-004/JW, Term Contract for Legal Notices for Jefferson County. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Legal Notices for Jefferson County
BID NO: IFB 14-004/JW
DUE DATE/TIME: 11:00 AM, March 4, 2014
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – February 12th & 19th, 2014

IFB 14-004/JW
Term Contract for Legal Notices for Jefferson County
Bids due: 11:00 AM, March 4, 2014

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**BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE)
WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE
([HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR
ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED
FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.**

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.**

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. Signatures

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

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. **Rejection or Withdrawal**

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

7. **Award**

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

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

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

8. **Contract**

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

9. **Waiver of Subrogation**

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

10. **Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. **Bid Results**

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

12. Changes and Addenda to Bid Documents

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

13. Specifications

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

14. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. Certification

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

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

20. Definitions

“County” – Jefferson County, Texas.

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

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

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

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net,

exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

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

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

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

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified

to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Job Number, Job Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

3. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

4. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist at 409-835-8593; e-mail at jwest@co.jefferson.tx.us regarding any questions or comments. Please reference bid number IFB 14-004/JW.

Scope

Vendor shall provide Publication of Legal Notices for Jefferson County subject to the terms and conditions stated for an initial period of one (1) year with and option to renew for four (4) additional years beginning on or about Date of Award.

Prices quoted shall remain firm for one (1) year from date of award.

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

Minimum Specifications

Publish legal advertisements in classified advertisement section of newspaper as required. These will include public notices, notices to bidders, etc.

Publisher's affidavits and tear sheets will be provided free of charge with each corresponding invoice sent to the County.

Jefferson County reserves the right to award multiple contracts. Advertising will be rotated among contractors at the discretion of the County using department. Award of contract does not guarantee that every advertising notice of Jefferson County will be published every time with resulting contractor.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

_____ Company Name	For clarification of this offer, contact:
_____ Address	_____ Name
_____ City State Zip	_____ Phone Fax
_____ Signature of Person Authorized to Sign	_____ E-mail
_____ Printed Name	
_____ Title	

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Legal Notices for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-004/JW, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Notice to Bidders: Jefferson County purchased classified advertising in the approximate amount of \$50,644.03 during the 2013-2014 budget year.

Directions: Please complete the below form.
Should a Line Item not apply to your publication, please write "N/A" in the column.

Item	Description	Daily Rate	Sunday Rate
1	Newspaper with a circulation of 50,000 or more.	\$	\$
2	Newspaper with a circulation of under 50,000.	\$	\$

Newspaper Liaison for Jefferson County:				
Name and Title				
Phone		Fax		
Email				
Mailing Address:	Street Address/PO	City	State	Zip

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). Yes No

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

If “No” was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 2014.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

January 1, 2014

Jack Brooks Regional Airport
4875 Parker Dr.
Beaumont, TX 77705

Attn: Alex Rupp

Dear Mr. Rupp :

This letter outlines the services to be provided and terms of business under which e.Sullivan Advertising and Design, Inc. is to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing (January 1, 2014) or such date as shall be agreed and ending September 30, 2014.

The service that e. Sullivan Advertising and Design and staff will provide are summarized as follows:

1. Develop communications plans and budget estimates based on your marketing objectives and strategies. If possible, we will endeavor to relate these plans to measured objectives to determine effectiveness. We will also assist in developing marketing objectives and strategies if desired.
2. Provide all creative, production and media services to develop advertisements, commercials, media advertising plans, direct mail, billboards, brochures and other projects as required by the plan and as agreed to by the client. Arrange photography, printing, display construction, publicity, etc., as needed. Carry through production in all aspects to completion.
3. Provide continuous, as-needed, account service and consultation to ensure prompt completion of projects.
4. Provide public relations counsel on matters corporate or marketing, and maintain on-going publicity projects in accordance to the plan.
5. Develop and implement specialized areas of promotion as needed such as internal communications, telemarketing, direct response, sales presentations, incentive promotions, etc.
6. Maintain internal procedures that ensure budget control, prompt billing and quality control.

7. Provide regular contact reports on all meeting decisions, regular financial and project status reports.

Approval and authority are provided as follows:

The agency will submit the following to the client for approval: all advertising plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, cost estimates of these various items when required; and other specified projects. The agency will therefore require the client's authority before ordering production materials, making contracts with suppliers and making reservation or contracts for media space or time.

Agency compensation is provided for as follows:

For the purposes of this agreement, we are estimating our creative & production services to include but not limited to the following:

- Billboard Design (including up to three separate designs)
- Television Production (including up to three separate commercials)
- Radio Production (including up to three separate commercials)
- Newspaper / Magazine Advertisement Design
- Web Banner Advertisement Design

All media and outside services, such as artwork and mechanicals, as well as out-of-pocket expense, are charged to the clients. Project time for creative and production services, public relations services and special projects such as research are provided on an hourly rate basis and billed by project.

Although, we will only bill for time actually spent on these various projects and services, we agree that the total billing charges for all work done will not exceed \$ 25,000.00.

Budget estimates are provided for all programs and, where necessary, quotations on individual projects are supplied. The fee service arrangement will be reviewed at the end of ending date of this agreement and may be renewed for a longer term if agreed to by both parties. Cost accounting procedures are maintained, based on a time-keeping system. Fee arrangements will be reviewed and renegotiated as necessary in light of this experience.

Termination:

Agency service provided on an annual basis with a provision for ninety (30) days notice of termination on either side for all project work and media programs in accordance with accepted practices of the industry.

Billing procedures are as follows:

All invoices will be billed on or about the first (1st) of each month following the month when production & creative services took place. Production billing is itemized in terms

of creative services, talent costs, computer art-work, photography, printing, etc., and billed by projects. Where a large project is required, agreement may be sought to invoice as work-in-progress, one-third (1/3) of estimated cost at commencement, one-third (1/3) on approval of camera-ready art, and final detailed invoice on delivery.

Our terms are net thirty (30) days from date of receipt of invoice.

If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

All that we need from you to proceed is a copy of this Letter of Agreement signed by an officer of the company acknowledging the terms of business as detailed. A copy is provided for this purpose.

We look forward to a long, mutually beneficial relationship and to contributing to the achievement of Jack Brooks Regional Airport's long term plan.

Yours sincerely,

Eric Sullivan

Eric Sullivan
e.Sullivan Advertising & Design

Terms and conditions accepted by client:

Date:

Signature:

Title:

Company:



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
Date: February 4, 2014
Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

February 10, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	LCD PROJECTOR		29598
AGRICULTURE	PORTABLE PA		16294
AGRICULTURE	(7) 6'X18' FOLDING TABLES		
AGRICULTURE	(13) STACKING CHAIRS		
<i>contact person: Peggy Coleman</i>			
252nd DISTRICT COURT	BLUE LEATHER CHAIR		13580
252nd DISTRICT COURT	GREEN FABRIC CHAIR		
252nd DISTRICT COURT	BLUE FABRIC CHAIR		
252nd DISTRICT COURT	BEIGE FABRIC CHAIR		
<i>contact person: Tiffani Decuir</i>			
317th DISTRICT COURT	MAROON OFFICE CHAIR		22379
<i>contact person: Tracey Burk</i>			
DISTRICT ATTORNEY	HP DESKJET PRINTER		24642
<i>contact person: Emily Beugh</i>			
SHERIFF	SECRETARIAL CHAIR		
SHERIFF	WOODEN DESK		17848
SHERIFF	MISC. CAMERA ACCESSORIES		
SHERIFF	(2) FELLOWES SHREDDERS		
SHERIFF	JVC VCR PLAYER		
SHERIFF	CALCULATOR		
SHERIFF	(8) ANALOG CELL PHONES		
SHERIFF	BROTHER INTELEFAX	U61326E7J788883	
<i>contact person: Dana Aguilard</i>			

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

February 10, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
VETERAN SERVICE OFFICE	WOODEN CHAIR		
<i>contact person: Pam Burchfield</i>			

Approved by Commissioners' Court: _____

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
WARREN'S DO-NUTS	42.23	390208	42.23**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	109.65	390033	
M&D SUPPLY	200.67	390076	
SCOOTER'S LAWNMOWERS	18.36	390109	
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
TRI-CON, INC.	11,174.39	390139	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	390145	
TRANTEX, INC.	300.00	390161	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	478.20	390192	
ASCO	2,316.29	390273	
			14,720.34**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	33.15	390036	
W.W. GRAINGER, INC.	20.05	390058	
ENTERGY	6.96	390060	
MUNRO'S	16.20	390081	
OVERHEAD DOOR CO.	127.50	390089	
RITTER @ HOME	667.40	390102	
STAR GRAPHICS SHARP	42.71	390120	
STAR GRAPHICS SHARP	42.71	390123	
NEDERLAND HARDWARE SUPPLY	10.78	390149	
LOWE'S HOME CENTERS, INC.	241.30	390179	
ROSS RIDGE SAND COMPANY LP	96.00	390224	
INTERSTATE ALL BATTERY CENTER - BMT	67.86	390241	
			1,372.62**
ROAD & BRIDGE PCT. # 3			
A&A EQUIPMENT	158.00	390002	
DELL MARKETING L.P.	3,479.88	390044	
FARM & HOME SUPPLY	144.55	390052	
GULF COAST AUTOMOTIVE, INC.	170.55	390059	
ENTERGY	15.44	390060	
NAPA AUTO PARTS	22.99	390082	
SMART'S TRUCK & TRAILER, INC.	340.87	390113	
STAR GRAPHICS SHARP	63.56	390120	
STAR GRAPHICS SHARP	63.56	390123	
WEAVER, FALGOUT, & CARRUTH, INC.	36.33	390146	
HOWARD'S AUTO SUPPLY	19.74	390159	
SHI GOVERNMENT SOLUTIONS, INC.	987.60	390171	
TEXAS GAS SERVICE	263.04	390190	
WINDSTREAM	45.86	390215	
			5,811.97**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	346.69	390002	
APAC, INC. - TROTTI & THOMSOM	237.11	390021	
ART SIGNS & DECALS	250.00	390024	
COASTAL WELDING SUPPLY	163.00	390037	
FORD'S PUMP SALES	84.00	390054	
ENTERGY	12.52	390060	
M&D SUPPLY	131.54	390076	
NAPA AUTO PARTS	315.30	390082	
TAC - TEXAS ASSN. OF COUNTIES	230.00	390127	
TRI-CON, INC.	5,958.06	390139	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	390145	
W. JEFFERSON COUNTY M.W.D.	117.92	390148	
WHEELER TRUCK BODY EQUIPMENT	692.17	390150	
UNITED STATES POSTAL SERVICE	16.94	390168	
ROSS RIDGE SAND COMPANY LP	48.00	390224	
INTERSTATE ALL BATTERY CENTER - BMT	76.44	390241	
			8,742.23**
ENGINEERING FUND			
STAR GRAPHICS SHARP	43.25	390120	
STAR GRAPHICS SHARP	43.25	390123	
TEJAS MFG & RV SUPERSTORE, INC.	89.00	390135	

NAME	AMOUNT	CHECK NO.	TOTAL	
TRI-CITY COFFEE SERVICE	62.40	390140	237.90**	
PARKS & RECREATION				
CITY OF PORT ARTHUR - WATER DEPT.	23.27	390035	172.99**	
FARM & HOME SUPPLY	55.98	390052		
ENTERGY	9.44	390060		
AT&T	28.95	390117		
W. JEFFERSON COUNTY M.W.D.	55.35	390148		
GENERAL FUND				
TAX OFFICE				
HERNANDEZ OFFICE SUPPLY, INC.	319.00	390062	2,366.52*	
AT&T	100.29	390117		
STAR GRAPHICS SHARP	208.10	390120		
STAR GRAPHICS SHARP	208.10	390123		
UNITED STATES POSTAL SERVICE	1,531.03	390168		
COUNTY HUMAN RESOURCES				
SETHRA	130.00	390114		
SETHRA	65.00	390115	529.63*	
STAR GRAPHICS SHARP	43.25	390120		
STAR GRAPHICS SHARP	43.25	390123		
PRE CHECK, INC.	74.50	390165		
UNITED STATES POSTAL SERVICE	23.63	390168		
TEXAS AGRILIFE EXTENSION SERVICE	150.00	390230		
AUDITOR'S OFFICE				
KIRKSEY'S SPRINT PRINTING	65.35	390074		542.09*
OFFICE DEPOT	59.99	390087		
STAR GRAPHICS SHARP	60.94	390120		
STAR GRAPHICS SHARP	60.94	390123		
UNITED STATES POSTAL SERVICE	294.87	390168		
COUNTY CLERK				
UNITED STATES POSTAL SERVICE	342.50	390168	342.50*	
COUNTY JUDGE				
JAN GIROUARD & ASSOCIATES	1,100.00	390057	1,303.49*	
STAR GRAPHICS SHARP	43.25	390120		
STAR GRAPHICS SHARP	43.25	390123		
UNITED STATES POSTAL SERVICE	.41	390168		
THOMSON REUTERS-WEST	116.58	390274		
RISK MANAGEMENT				
OFFICE DEPOT	209.70	390087	287.23*	
STAR GRAPHICS SHARP	31.78	390120		
STAR GRAPHICS SHARP	31.78	390123		
UNITED STATES POSTAL SERVICE	13.97	390168		
COUNTY TREASURER				
OFFICE DEPOT	197.31	390087	479.92*	
STAR GRAPHICS SHARP	43.25	390120		
STAR GRAPHICS SHARP	43.25	390123		
UNITED STATES POSTAL SERVICE	196.11	390168		
PRINTING DEPARTMENT				
STAR GRAPHICS SHARP	314.11	390120	1,127.22*	
STAR GRAPHICS SHARP	314.11	390123		
CIT TECHNOLOGY FINANCING SERVICE	499.00	390231		
PURCHASING DEPARTMENT				
OFFICE DEPOT	202.93	390087		

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	43.25	390120	
STAR GRAPHICS SHARP	43.25	390123	
UNITED STATES POSTAL SERVICE	11.30	390168	300.73*
GENERAL SERVICES			
USA MOBILITY WIRELESS, INC	3.00	390004	
CURTIS 1000, INC.	876.00	390043	
OLMSTED-KIRK PAPER	1,926.00	390088	
TIME WARNER COMMUNICATIONS	1,913.30	390131	
TIME WARNER COMMUNICATIONS	482.62	390132	
ROCHESTER ARMORED CAR CO INC	3,858.78	390254	
DYNAMEX INC	448.48	390283	9,508.18*
DATA PROCESSING			
USA MOBILITY WIRELESS, INC	12.06	390004	
GUARDIAN FORCE	36.00	390006	
DELL MARKETING L.P.	9,038.71	390044	
OFFICE DEPOT	116.68	390087	
STAR GRAPHICS SHARP	60.94	390120	
STAR GRAPHICS SHARP	60.94	390123	
CDW COMPUTER CENTERS, INC.	814.76	390160	
SHI GOVERNMENT SOLUTIONS, INC.	143.20	390171	
SPS VAR, LLC	640.00	390188	
TIGER DIRECT.COM	150.74	390237	
PCM-G	234.00	390240	
JEFFERSON COUNTY CREDIT CARDS	63.43	390253	
PATRICIA CHANCE	711.04	390287	12,082.50*
VOTERS REGISTRATION DEPT			
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
UNITED STATES POSTAL SERVICE	143.29	390168	203.53*
ELECTIONS DEPARTMENT			
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
UNITED STATES POSTAL SERVICE	297.16	390168	357.40*
DISTRICT ATTORNEY			
NATIONAL CENTER FOR VICTIMS OF	95.00	390014	
JEFFERSON CTY. DISTRICT ATTORNEY	19,000.00	390067	
CASH ADVANCE ACCOUNT	233.79	390069	
OFFICE DEPOT	1,120.23	390087	
STAR GRAPHICS SHARP	261.30	390120	
STAR GRAPHICS SHARP	261.30	390123	
TDCAA BOOK ORDERS	94.00	390128	
UNITED STATES POSTAL SERVICE	285.27	390168	
CHILD ABUSE & FORENSIC SERVICES	250.00	390175	
DAN H ROBERTS, PH.D.	4,201.77	390202	
MCM ELEGANTE HOTEL	97.75	390206	
THOMSON REUTERS-WEST	187.11	390274	
HEALTHPORT	499.19	390280	26,586.71*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	130.00	390074	
OFFICE DEPOT	237.66	390087	
STAR GRAPHICS SHARP	51.52	390120	
STAR GRAPHICS SHARP	51.52	390123	
UNITED STATES POSTAL SERVICE	148.86	390168	619.56*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,167.00	390026	
OFFICE DEPOT	20.94	390087	
NATHAN REYNOLDS, JR.	800.00	390101	
STAR GRAPHICS SHARP	31.78	390120	
STAR GRAPHICS SHARP	31.78	390123	

NAME	AMOUNT	CHECK NO.	TOTAL
RENE MULHOLLAND	1,096.10	390143	
ZEE MEDICAL SERVICE	246.52	390154	
RAQUEL WEST	8,334.00	390186	
JAMES R. MAKIN, P.C.	1,233.75	390256	
58TH DISTRICT COURT			15,961.87*
STAR GRAPHICS SHARP	31.78	390120	
STAR GRAPHICS SHARP	31.78	390123	
UNITED STATES POSTAL SERVICE	.81	390168	
60TH DISTRICT COURT			64.37*
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
UNITED STATES POSTAL SERVICE	.81	390168	
136TH DISTRICT COURT			61.05*
AMERICAN ASSOCIATION OF NOTARIES	99.18	390023	
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
UNITED STATES POSTAL SERVICE	1.61	390168	
172ND DISTRICT COURT			161.03*
STAR GRAPHICS SHARP	31.78	390120	
STAR GRAPHICS SHARP	31.78	390123	
252ND DISTRICT COURT			63.56*
DAVID GROVE	1,500.00	390011	
DAVID W BARLOW	4,167.00	390026	
THOMAS J. BURBANK, P.C.	1,550.00	390031	
LEAH HAYES	33.95	390061	
RIFE KIMLER, LAW OFFICE OF	3,100.00	390072	
OFFICE DEPOT	37.25	390087	
NATHAN REYNOLDS, JR.	900.00	390101	
MIKE VAN ZANDT	8,334.00	390141	
KEVIN S. LAINE	800.00	390158	
JOHN D WEST	800.00	390164	
UNITED STATES POSTAL SERVICE	27.27	390168	
SUMMER TANNER	291.00	390217	
JEFFERSON COUNTY CREDIT CARDS	213.05	390253	
JAMES R. MAKIN, P.C.	1,250.00	390256	
STEVEN GREENE	852.95	390282	
279TH DISTRICT COURT			23,856.47*
JACK LAWRENCE	185.00	390012	
THOMAS J. BURBANK, P.C.	1,050.00	390031	
LAIRON DOWDEN, JR.	350.00	390045	
UNITED STATES POSTAL SERVICE	5.08	390168	
317TH DISTRICT COURT			1,590.08*
TERRENCE HOLMES	75.00	390064	
OFFICE DEPOT	125.59	390087	
MARVA PROVO	500.00	390098	
ANITA F. PROVO	575.00	390099	
KEVIN PAULA SEKALY PC	150.00	390110	
STAR GRAPHICS SHARP	31.78	390120	
STAR GRAPHICS SHARP	31.78	390123	
CHARLES ROJAS	150.00	390163	
RYAN L MATUSKA	75.00	390223	
TONYA CONNELL TOUPS	75.00	390225	
STEFANIE L. ADAMS, ATTORNEY AT LAW	75.00	390255	
THE DAWS LAW FIRM PLLC	500.00	390284	
JUSTICE COURT-PCT 1 PL 1			2,364.15*
STAR GRAPHICS SHARP	51.32	390120	
STAR GRAPHICS SHARP	51.32	390123	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	46.97	390168	149.61*
JUSTICE COURT-PCT 1 PL 2			
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
UNITED STATES POSTAL SERVICE	24.36	390168	84.60*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	102.00	390274	102.00*
JUSTICE COURT-PCT 4			
HERNANDEZ OFFICE SUPPLY, INC.	87.41	390062	
STAR GRAPHICS SHARP	42.71	390120	
STAR GRAPHICS SHARP	42.71	390123	172.83*
JUSTICE COURT-PCT 6			
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
UNITED STATES POSTAL SERVICE	52.29	390168	112.53*
JUSTICE COURT-PCT 7			
TEXAS MUNICIPAL COURT - JUSTICE	36.00	390137	36.00*
JUSTICE OF PEACE PCT. 8			
TEXAS STATE UNIVERTY/SAN MARCOS	100.00	390116	
THOMSON REUTERS-WEST	588.00	390274	688.00*
COUNTY COURT AT LAW NO.1			
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
UNITED STATES POSTAL SERVICE	1.62	390168	61.86*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	250.00	390008	
UNITED STATES POSTAL SERVICE	33.29	390168	
JOEL WEBB VAZQUEZ	300.00	390200	
THE DAWS LAW FIRM PLLC	250.00	390284	833.29*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	38.98	390168	
THE PARKER LAW FIRM	300.00	390246	338.98*
COURT MASTER			
OFFICE DEPOT	60.71	390087	
STAR GRAPHICS SHARP	42.71	390120	
STAR GRAPHICS SHARP	42.71	390123	
UNITED STATES POSTAL SERVICE	1.22	390168	147.35*
MEDIATION CENTER			
TEXAS DRC DIRECTOR'S COUNCIL	100.00	390007	
MARKET BASKET	116.77	390077	
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
UNITED STATES POSTAL SERVICE	5.28	390168	
TEXAS MEDIATION TRAINERS ROUNDTABLE	25.00	390177	
JEFFERSON COUNTY BAR ASSOCIATION	500.00	390269	807.29*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	136.39	390120	
STAR GRAPHICS SHARP	136.39	390123	272.78*
SHERIFF'S DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
FREDDIE BOUILLION	600.00	390029	
CARPENTER'S TIME CENTER INC.	87.00	390032	
FED EX	155.66	390053	
GT DISTRIBUTORS, INC.	375.00	390056	
HERNANDEZ OFFICE SUPPLY, INC.	248.00	390062	
KAY ELECTRONICS, INC.	864.00	390071	
MCNEILL INSURANCE AGENCY	142.00	390079	
OFFICE DEPOT	2,289.98	390087	
PHILPOTT MOTORS, INC.	18,436.62	390094	
AT&T	318.35	390117	
STAR GRAPHICS SHARP	279.27	390120	
STAR GRAPHICS SHARP	279.27	390123	
ANTHONY G. VIATOR	600.00	390142	
NEDERLAND HARDWARE SUPPLY	102.35	390149	
UNITED STATES POSTAL SERVICE	2,141.93	390168	
BEAUMONT OCCUPATIONAL SERVICE, INC.	179.10	390174	
LOWE'S HOME CENTERS, INC.	169.97	390179	
FIVE STAR FEED	144.00	390194	
STANLEY SHIPPER	70.00	390195	
CODE BLUE	2,450.00	390199	
CALDWELL COUNTRY CHEVROLET	28,255.00	390205	
COQUEST QUALTIY PUBLIC SAFETY	269.52	390207	
ALPHA CARD SYSTEMS	390.00	390210	
MITSUBISHI HEAVY INDUSTRIES AMERICA	175.00	390212	
DONALD NANCE	600.00	390239	
INTERSTATE ALL BATTERY CENTER - BMT	47.95	390241	
3 L PRINTING	50.00	390250	
JEFFERSON COUNTY CREDIT CARDS	73.98	390253	
RITA HURT	550.00	390261	
CRIME LABORATORY			60,343.95*
AGILENT TECHNOLOGIES	488.55	390015	
ANALTECH, INC.	228.41	390020	
FED EX	110.38	390053	
HENRY SCHEIN, INC.	197.22	390108	
STAR GRAPHICS SHARP	42.71	390120	
STAR GRAPHICS SHARP	42.71	390123	
VERIZON WIRELESS	37.99	390166	
RDB SERVICES	500.00	390262	
JULIE HANNON	600.00	390275	
JAIL - NO. 2			2,247.97*
AAA LOCK & SAFE	332.70	390001	
MARK'S PLUMBING PARTS	1,247.01	390003	
HILO / O'REILLY AUTO PARTS	50.32	390005	
ALL STAR PLUMBING	290.00	390018	
BOB BARKER CO., INC.	4,142.10	390025	
COBURN'S, BEAUMONT BOWIE (1)	288.80	390038	
CONSOLIDATED PLASTICS CO., INC.	149.85	390041	
ECOLAB	399.90	390049	
W.W. GRAINGER, INC.	79.44	390058	
ENTERGY	41,382.43	390060	
HERNANDEZ OFFICE SUPPLY, INC.	888.04	390062	
HYGEIA CHEMICAL CO.	2,760.10	390065	
JACK BROOKS REGIONAL AIRPORT	1,960.71	390068	
KOMMERCIAL KITCHENS	13,060.00	390075	
M&D SUPPLY	156.51	390076	
MOORE SUPPLY, INC.	37.50	390080	
OFFICE DEPOT	817.90	390087	
PETTY CASH - SHERIFF'S OFFICE	688.67	390093	
POSTMASTER	499.80	390096	
ROBINSON TEXTILES	13,750.55	390103	
SANITARY SUPPLY, INC.	14,749.99	390107	
SCOOTER'S LAWNMOWERS	129.00	390109	
SHERWIN-WILLIAMS	728.74	390112	
AT&T	917.68	390117	
STAR GRAPHICS SHARP	522.75	390120	
STAR GRAPHICS SHARP	522.75	390123	
SUTHERLAND LUMBER CO.	617.65	390125	
TIBH INDUSTRIES, INC.	1,761.78	390134	
WASTE MGT. GOLDEN TRIANGLE, INC.	2,253.15	390145	

NAME	AMOUNT	CHECK NO.	TOTAL
WESCO DISTRIBUTION, INC.	66.82	390147	
NEDERLAND HARDWARE SUPPLY	21.26	390149	
WHOLESALE ELECTRIC SUPPLY CO.	56.33	390152	
WILLBANKS & ASSOCIATES	2,115.38	390153	
LOWE'S HOME CENTERS, INC.	84.48	390179	
LONE STAR UNIFORMS, INC.	99.50	390181	
BELT SOURCE	19.78	390213	
OPEN TECH	562.65	390218	
WORLD FUEL SERVICES	3,566.30	390245	
FIVE STAR CORRECTIONAL SERVICE	50,517.07	390248	
ORALINE INC	1,848.00	390251	
JEFFERSON COUNTY CREDIT CARDS	142.41	390253	
AI FILTER SERVICE COMPANY	737.60	390260	
EPIC CARD SERVICES LLC	746.83	390265	
DATA SYSTEMS PLUS INC	524.00	390278	
KROPP HOLDINGS INC	702.74	390279	
			166,996.97*
JUVENILE PROBATION DEPT.			
USA MOBILITY WIRELESS, INC	48.24	390004	
WILLIE DAVIS	212.80	390010	
LARONDA TURNER	59.36	390090	
STAR GRAPHICS SHARP	91.06	390120	
STAR GRAPHICS SHARP	91.06	390123	
CHERYL ROEBUCK	134.40	390155	
ELAINE JONES	108.08	390162	
UNITED STATES POSTAL SERVICE	15.24	390168	
SHARON STREETMAN	67.20	390214	
RASHUNDA FLETCHER	38.64	390233	
			866.08*
JUVENILE DETENTION HOME			
LABATT FOOD SERVICE	1,931.12	390022	
ENTERGY	5,880.36	390060	
SANITARY SUPPLY, INC.	82.25	390107	
AT&T	681.01	390117	
WASTE MGT. GOLDEN TRIANGLE, INC.	430.21	390145	
OAK FARM DAIRY	529.05	390157	
FLOWERS FOODS	171.33	390197	
JEFFERSON COUNTY CREDIT CARDS	621.00	390253	
BROTHERS PRODUCE	330.67	390259	
AI FILTER SERVICE COMPANY	183.79	390260	
			10,840.79*
CONSTABLE PCT 1			
OFFICE DEPOT	66.88	390087	
TEXAS STATE UNIVERTY/SAN MARCOS	200.00	390116	
UNITED STATES POSTAL SERVICE	61.97	390168	
JPCA OF TEXAS, INC.	70.00	390183	
JPCA OF TEXAS, INC.	235.00	390185	
			633.85*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	205.00	390069	
			205.00*
CONSTABLE-PCT 4			
JPCA OF TEXAS, INC.	130.00	390182	
			130.00*
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	390.47	390069	
OFFICE DEPOT	350.40	390087	
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
UNITED STATES POSTAL SERVICE	16.21	390168	
JPCA OF TEXAS, INC.	140.00	390184	
			957.32*
CONSTABLE PCT. 7			
OFFICE DEPOT	21.34	390087	
			21.34*
COUNTY MORGUE			

NAME	AMOUNT	CHECK NO.	TOTAL
SALAM INTERNATIONAL	8,155.00	390106	
FMMS HOLDINGS OF TEXAS LLC	48,000.00	390264	56,155.00*
AGRICULTURE EXTENSION SVC			
STAR GRAPHICS SHARP	60.94	390120	
STAR GRAPHICS SHARP	60.94	390123	121.88*
HEALTH AND WELFARE NO. 1			
USA MOBILITY WIRELESS, INC	22.84	390004	
OFFICE DEPOT	814.14	390087	
STAR GRAPHICS SHARP	60.94	390120	
STAR GRAPHICS SHARP	60.94	390123	
AUSTIN CECIL WALKES MD PA	2,932.58	390144	
UNITED STATES POSTAL SERVICE	75.67	390168	
NOVARTIS VACCINES AND DIAGNOSTICS	2,011.44	390268	5,978.55*
HEALTH AND WELFARE NO. 2			
USA MOBILITY WIRELESS, INC	7.70	390004	
STAR GRAPHICS SHARP	73.37	390120	
STAR GRAPHICS SHARP	73.37	390123	
AUSTIN CECIL WALKES MD PA	2,932.58	390144	
HEB - PORT ARTHUR	118.67	390229	3,205.69*
NURSE PRACTITIONER			
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	60.24*
CHILD WELFARE UNIT			
DISA, INC.	202.00	390047	
J.C. PENNEY'S	1,092.36	390176	
K-MART #7912	200.00	390180	1,494.36*
ENVIRONMENTAL CONTROL			
AT&T	29.47	390117	29.47*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	37,054.75	390277	37,054.75*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	340.00	390001	
GUARDIAN FORCE	72.00	390006	
ALL STAR PLUMBING	247.50	390018	
BINSWANGER GLASS CO.	330.00	390028	
CORBELL MASONRY, INC.	1,990.00	390042	
ECOLAB	209.95	390049	
W.W. GRAINGER, INC.	231.64	390058	
ENTERGY	356.90	390060	
JOHNSON CONTROLS, INC.	921.67	390070	
MCCOWN PAINT & SUPPLY OF TEXAS	321.15	390078	
OFFICE DEPOT	195.31	390087	
RALPH'S INDUSTRIAL ELECTRONICS	42.36	390105	
SANITARY SUPPLY, INC.	73.72	390107	
ACE IMAGEWEAR	332.65	390111	
AT&T	730.71	390117	
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,889.08	390145	
WHOLESALE ELECTRIC SUPPLY CO.	56.78	390152	
AT&T GLOBAL SERVICES	3,053.00	390191	
OTIS ELEVATOR COMPANY	2,756.00	390196	
CENTERPOINT ENERGY RESOURCES CORP	10,442.01	390204	
NATIONAL PUMP & COMPRESSOR	1,571.71	390234	
NEDERLAND FRAME SHOP	615.00	390247	
MEMBER'S BUILDING MAINTENANCE LLC	22,887.31	390281	49,726.69*
MAINTENANCE-PORT ARTHUR			

NAME	AMOUNT	CHECK NO.	TOTAL
GUARDIAN FORCE	324.00	390006	
ALL-PHASE ELECTRIC SUPPLY	172.20	390040	
DRAGO HARDWARE CO.	11.99	390046	
NOACK LOCKSMITH	7.50	390083	
SANITARY SUPPLY, INC.	48.43	390107	
STAR GRAPHICS SHARP	61.90	390120	
STAR GRAPHICS SHARP	61.90	390123	
TIME WARNER COMMUNICATIONS	63.85	390133	
LOWE'S HOME CENTERS, INC.	43.69	390179	
PARKER LUMBER	386.35	390249	
JEFFERSON COUNTY CREDIT CARDS	90.19	390253	
DALE'S POOLS	305.00	390272	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	390281	4,101.60*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	36.10	390036	
RITTER @ HOME	9.99	390102	
ACE IMAGEWEAR	27.91	390111	
AT&T	682.35	390117	
STAR GRAPHICS SHARP	31.78	390120	
STAR GRAPHICS SHARP	31.78	390123	
W. JEFFERSON COUNTY M.W.D.	123.21	390148	
LOWE'S HOME CENTERS, INC.	14.23	390179	957.35*
SERVICE CENTER			
ACTION AUTO GLASS	210.33	390009	
KINSEL FORD, INC.	475.32	390073	
M&D SUPPLY	89.08	390076	
NOACK LOCKSMITH	36.00	390083	
PHILPOTT MOTORS, INC.	317.81	390094	
SMART'S TRUCK & TRAILER, INC.	453.34	390113	
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
TRI-CON, INC.	775.00	390139	
FIRST CALL	216.68	390187	
HERRERA'S EMERGENCY LIGHTING	150.00	390193	
BUMPER TO BUMPER	609.22	390203	
K.A.P.E. ENTERPRISES	39.74	390209	
GHX INDUSTRIAL LLC	116.52	390227	
INTERSTATE ALL BATTERY CENTER - BMT	457.88	390241	
UNIFIRST HOLDINGS INC	59.68	390243	
JEFFERSON COUNTY CREDIT CARDS	388.21	390253	
MIGHTY OF SOUTHEAST TEXAS	169.76	390257	4,624.81*
VETERANS SERVICE			
STAR GRAPHICS SHARP	74.49	390120	
STAR GRAPHICS SHARP	74.49	390123	
UNITED STATES POSTAL SERVICE	21.85	390168	
US POSTAL SERVICE	147.00	390172	
HILARY GUEST	242.40	390189	560.23*
			511,880.80**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	27.00	390036	
JERRY HINSON	49.00	390063	
JACK BROOKS REGIONAL AIRPORT	126.54	390068	
OFFICE DEPOT	57.05	390087	
OVERHEAD DOOR CO.	3,843.01	390089	
PHILPOTT MOTORS, INC.	870.63	390094	
ROGERS AUTO PARTS, INC.	85.78	390104	
AT&T	29.48	390117	
STAR GRAPHICS SHARP	30.12	390120	
STAR GRAPHICS SHARP	30.12	390123	
TIME WARNER COMMUNICATIONS	73.66	390129	
TIME WARNER COMMUNICATIONS	73.66	390130	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	390145	
PARKER LUMBER	12.38	390249	
BRYAN FARRAR	15.00	390258	5,402.55**
BREATH ALCOHOL TESTING			

NAME	AMOUNT	CHECK NO.	TOTAL
CHRIS FONTENOT	581.40	390222	
DPS REPROGRAPHICS & DISTRIBUTION	67.50	390266	
			648.90**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	390120	
STAR GRAPHICS SHARP	31.78	390123	
			63.56**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	288.80	390174	
STORMY G CRIBB	2,175.00	390235	
			2,463.80**
SECURITY FEE FUND			
CODE BLUE	250.00	390199	
JEFFERSON COUNTY CREDIT CARDS	231.84	390253	
			481.84**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	5,282.01	390274	
			5,282.01**
EMPG GRANT			
GREGORY F. FOUNTAIN	51.46	390055	
JEFFERSON COUNTY CREDIT CARDS	2,566.26	390253	
			2,617.72**
GRT N MENTAL HEALTH SVCS			
CORNELL ABRAXAS GROUP, INC.	2,221.65	390178	
			2,221.65**
JUVENILE TJPC-A-2014-123			
USA MOBILITY WIRELESS, INC	19.76	390004	
PATHWAYS YOUTH HOME, INC.	4,591.41	390091	
CLINTON DEROUEN	87.36	390263	
			4,698.53**
COMMUNITY SUPERVISION FND			
BEAUMONT TROPHIES	141.60	390027	
FED EX	26.00	390053	
JEFFERSON CTY. COMMUNITY SUP.	150.00	390066	
CASH ADVANCE ACCOUNT	1,378.51	390069	
OFFICE DEPOT	1,500.57	390087	
FRED PRYOR SEMINARS & CAREER TRACK	298.00	390100	
PAMELA G. STEWART	42.98	390124	
UNITED STATES POSTAL SERVICE	77.98	390168	
TALON INSURANCE AGENCY, LTD	100.00	390173	
ABSHIRE INTERPRETING SERVICES	123.75	390226	
			3,839.39**
JEFF. CO. WOMEN'S CENTER			
USA MOBILITY WIRELESS, INC	16.38	390004	
M&D SUPPLY	100.68	390076	
OLMSTED-KIRK PAPER	130.95	390088	
PREMIUM PLUMBING	2,919.24	390097	
STAR GRAPHICS SHARP	31.78	390120	
STAR GRAPHICS SHARP	31.78	390123	
SYSCO FOOD SERVICES, INC.	600.66	390126	
BEN E KEITH FOODS	1,619.11	390198	
SAM'S CLUB DIRECT	221.52	390267	
			5,672.10**
MENTALLY IMPAIRED OFFEND.			
CASH ADVANCE ACCOUNT	102.00	390069	
			102.00**
COMMUNITY CORRECTIONS PRG			
STAR GRAPHICS SHARP	47.38	390120	
STAR GRAPHICS SHARP	47.38	390123	
JANICE M. NOLAN TOBIAS	41.00	390138	
			135.76**
DRUG DIVERSION PROGRAM			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	47.38	390120	
STAR GRAPHICS SHARP	47.38	390123	
GOLDEN TRIANGLE RECOVERY COMMUNITY	590.00	390285	684.76**
COUNTY CLERK - RECORD MGT			
AT&T	110.73	390117	110.73**
DRUG INTERVENTION COURT			
REDWOOD TOXICOLOGY LABORATORY	112.25	390221	112.25**
COUNTY RECORDS MANAGEMENT			
DELL MARKETING L.P.	26,165.70	390044	
PCM-G	1,839.60	390240	28,005.30**
DEPUTY SHERIFF EDUCATION			
THE PRODUCTIVITY CENTER	5,855.00	390169	5,855.00**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	390013	
CITY OF BEAUMONT - WATER DEPT.	98.33	390034	
M&D SUPPLY	8.19	390076	
MUNRO'S	36.75	390081	
TRI-CITY COFFEE SERVICE	140.85	390140	
TEXAS TRAVEL INDUSTRY ASSOCIATION	310.00	390211	
DIRECT ENTERTAINMENT	749.00	390220	
ATTABOY TERMITE & PEST CONTROL	55.00	390242	1,873.12**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	86.50	390120	
STAR GRAPHICS SHARP	86.50	390123	173.00**
FBI FIRING RANGE REPAIR			
PORTER'S, INC.	3,258.25	390095	3,258.25**
CAPITAL PROJECTS FUND			
BRANCE KRACHY CO., INC.	133.33	390030	
CARQUEST AUTO PARTS # 96	319.99	390033	
ALL-PHASE ELECTRIC SUPPLY	234.00	390040	
M&D SUPPLY	176.45	390076	
WHOLESALE ELECTRIC SUPPLY CO.	23.92	390152	
S.E. TEXAS AUTO EQUIPMENT	1,007.79	390156	
SHIRLEY & SONS CONSTRUCTION CO, INC	648,251.66	390170	
HIGHTECH SIGNS	28.58	390219	650,175.72**
AIRPORT FUND			
SUPERIOR TIRE & SERVICE	45.00	390016	
TEEX	1,400.00	390017	
APAC, INC. - TROTTI & THOMSOM	1,245.28	390021	
BRANCE KRACHY CO., INC.	114.48	390030	
CITY OF NEDERLAND	804.76	390036	
COCOMO JOE'S	1,552.00	390039	
DUAL'S MUFFLER	130.00	390048	
EASTEX RUBBER & GASKET	35.96	390050	
W.W. GRAINGER, INC.	21.44	390058	
OFFICE DEPOT	160.95	390087	
RITTER @ HOME	23.88	390102	
ROGERS AUTO PARTS, INC.	15.03	390104	
STAR GRAPHICS SHARP	72.83	390120	
STAR GRAPHICS SHARP	72.83	390123	
TEXAS COMMISSION ON FIRE	85.00	390136	
TRI-CON, INC.	1,320.89	390139	
WASTE MGT. GOLDEN TRIANGLE, INC.	237.36	390145	
NEDERLAND HARDWARE SUPPLY	31.26	390149	
WHITE TUCKER COMPANY INC	63.27	390151	

NAME	AMOUNT	CHECK NO.	TOTAL
LOWE'S HOME CENTERS, INC.	51.13	390179	
ASCENT AVIATION GROUP INC	108,462.65	390232	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	125.00	390236	
LAMAR ADVERTISING	540.00	390238	
UNIFIRST HOLDINGS INC	86.25	390243	
CRAWFORD ELECTRIC SUPPLY COMPANY	1,577.24	390270	
ADVANCE AUTO PARTS	83.91	390271	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	390281	
SE TX EMP. BENEFIT POOL			122,698.62**
CHLIC-CHICAGO	107,096.50	390244	
SETEC FUND			107,096.50**
ALLIANCE MECHANICAL SERVICES	8,000.00	390201	
LIABILITY CLAIMS ACCOUNT			8,000.00**
KENDRA YOUMANS AND ATTORNEY	4,000.00	390286	
D.A.'S FORFEITURED FUNDS			4,000.00**
DELL MARKETING L.P.	8,083.16	390044	
SHI GOVERNMENT SOLUTIONS, INC.	658.40	390171	
SHERIFF'S FORFEITURE FUND			8,741.56**
JERRY HINSON	4,800.00	390063	
APPELLATE JUDICIAL SYSTEM			4,800.00**
9TH COURT OF APPEALS	1,740.00	390228	
MARINE DIVISION			1,740.00**
BELL HELICOPTER TEXTRON, INC.	17,700.00	390019	
R.L. ELDRIDGE CONST., INC.	2,500.00	390051	
JACK BROOKS REGIONAL AIRPORT	467.82	390068	
RITTER @ HOME	215.22	390102	
TRI-CON, INC.	3,899.85	390139	
NEDERLAND HARDWARE SUPPLY	67.99	390149	
SAFE BOAT INTERNATIONAL	21,723.16	390216	
ASAP - CONSTABLE PCT 8			46,574.04**
CODE BLUE	65.00	390199	
			65.00**
			1,570,574.74***

**AGENDA ITEM****February 10, 2014**

Consider, possibly approve and receive and file Reinvestment Zone Order as an addendum to abatement agreements executed between Jefferson County and OCI-Firewater for Phase I and Phase II to correct the merger of the Pandora Methanol and OCI-Firewater Reinvestment Zones.

COMMISSIONERS' COURT

AGENDA

December 16, 2013

Consider, possibly approve and receive and file an Order merging the Pandora Methanol LLC Reinvestment Zone and the OCI-Firewater Reinvestment Zones to form the OCI Reinvestment Zone pursuant to Sec. 312.401, Texas Tax Code. (Property Redevelopment and Tax Abatement Act)

- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas.
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the 2nd day of December, 2013.
- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 16th day of December, 2013.



[Signature]

 JEFF R. BRANICK
 County Judge

[Signature]

 COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

[Signature]

 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

[Signature]

 COMMISSIONER BRENT A. WEAVER
 Precinct No. 2

[Signature]

 COMMISSIONER EVERETTE D. ALFRED
 Precinct No 4

TRACT I (Fee Simple)

BEING a 4.6344 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being the remainder of Lots 8, 9, & 10 of the Resubdivision of the Daniel Lewis Land in the Phelam Humphry League as recorded in Volume 1, Page 44, Map Records, Jefferson County, Texas and also being all of that certain called 4.6453 acre tract of land, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 4.6344 acre tract, identified as TRACT ONE, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 4.6344 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Northerly corner of the tract herein described, said corner also being the intersection of the Northerly line of the said Lot 8 and the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 44°20'08" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 714.22 feet to a 5/8" iron rod found for corner, said corner being the most Northerly corner of that certain called 4.960 acre tract of land, identified as Tract Two, as described in a "Special Warranty Deed" from Bo-Mac Contractors, Ltd. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2003031413, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 45°24'51" WEST, for the boundary between the tract herein described and the said 4.960 acre Deep South Crane & Rigging Co. tract, for a distance of 432.78 feet to a 1/2" iron rod found for corner, said corner being the most Westerly corner of the said 4.960 acre Deep South Crane & Rigging Co. tract, the most Northerly corner of that certain called 0.846 acre tract of land, identified as Tract One, as described in a "Special Warranty Deed" from Bo-Mac Contractors, Ltd. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2003031413, Official Public Records of Real Property, Jefferson County, Texas and also being the most Easterly corner of that certain called 0.2153 acre tract of land as described in a "Warranty Deed" from MKC Energy Investments, Inc. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2004003596, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 47°55'06" WEST, for the boundary between the tract herein described and the said 0.2153 acre Deep South Crane & Rigging Co. tract, for a distance of 114.58 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly right-of-way line of State Highway No. 347, and said corner also being the beginning of a curve to the right having a radius of 410.58 feet and being subtended by a chord bearing NORTH 37°01'37" EAST with a chord length of 120.77 feet;

THENCE NORTHEASTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 121.21 feet to a Texas Department of Transportation concrete monument (broken) found for corner;

THENCE NORTH 46°02'51" EAST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 58.28 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE NORTH 38°11'29" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 247.57 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE SOUTH 46°33'32" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 30.50 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE NORTH 38°17'20" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 339.48 feet to a 5/8" iron rod found for corner, said corner being in the common line between the said Lot 8 and Lot 1 of the said Resubdivision of the Daniel Lewis Land;

THENCE NORTH 45°43'05" EAST, for the boundary between the said Lots 1 and 8, for a distance of 230.50 feet to the POINT OF BEGINNING and containing 4.6344 ACRES, more or less.

TRACT II (Fee Simple)

BEING a 21.1268 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 62.71 acre tract of land as described in a "Warranty Deed" by J.T. Shelby to Texas Gulf Sulphur Company as recorded in Volume 812, Page 470, Deed Record, Jefferson County, Texas and also being all of that certain called 21.1253 acre tract, identified as Tract Two, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 21.1268 acre tract, identified as TRACT TWO, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 21.1268 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Easterly corner of the tract herein described, said corner also being the most Northerly corner of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX ENERGY, LLC as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas and said corner also being in the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 47°05'45" WEST, for the boundary between the tract herein described and the said 20.0281 acre TX ENERGY, LLC tract, for a distance of 1203.93 feet to a 1/2" iron rod found for corner, said corner being in the Northeasterly right-of-way line of State Highway No. 347 and being the most Westerly corner of the said 20.0281 acre TX ENERGY, LLC tract and said corner also being the beginning of a curve to the right having a radius of 3685.83 feet and being subtended by a chord bearing

NORTH 35°50'30" WEST with a chord length of 621.42 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 622.16 feet to a Texas Department of Transportation concrete monument found for corner, said corner also being the beginning of a curve to right having a radius of 1910.08 feet and being subtended by a chord bearing NORTH 29°42'58" WEST with a chord length of 81.50 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve with a curve, for an arc length of 81.51 feet to a 1/2" iron rod found for corner, said corner being in the Southeasterly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 47°37'34" EAST, along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 583.89 feet to a 5/8" iron rod found for corner;

THENCE NORTH 02°27'15" EAST, continuing along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 532.70 feet to a 5/8" iron rod found for corner;

THENCE NORTH 47°09'58" EAST, continuing along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 119.76 feet to a 5/8" iron rod found for corner, said corner also being in the Westerly right-of-way line of the said Kansas City Southern Railroad;

THENCE SOUTH 44°19'05" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 1065.14 feet to the POINT OF BEGINNING and containing 21.1268 ACRES, more or less.

TRACT III, Parcel A (Fee Simple)

BEING a 5.8766 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and a part of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas, and also being all of that certain called 5.8735 acre tract of land, identified as Tract Three-A, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 5.8766 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08 " EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates ".

BEGINNING at a "T" rail found for the most Northerly corner of the tract herein described, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of said 300 foot strip and said corner also being the most Westerly corner of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°20'52" EAST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the tract herein described and the said 3.1638 acre TX ENERGY, LLC tract, for a distance of 444.90 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 3.1638 acre TX ENERGY, LLC tract and in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 04°31'42" EAST, along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 225.31 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 41°37'56" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 485.69 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 10°09'26" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 230.28 feet to a 5/8" iron rod set for corner;

THENCE SOUTH 45°26'32" WEST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 3.82 feet to a 5/8" iron rod set for corner, said corner also being in the Easterly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE NORTH 44°19'21" WEST, along and with the Easterly right-of-way line of the Kansas City Southern Railroad, for a distance of 1292.67 feet to a 5/8" iron rod set for corner, said corner being in the Northwest line of the said Phelam Humphry League;

THENCE NORTH 45°28'30" EAST, along and with the Northwest line of the said Phelam Humphry League, for a distance of 299.95 feet to the POINT OF BEGINNING and containing 5.8766 ACRES, more or less.

TRACT III, Parcel B (Fee Simple)

BEING a 23.5668 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and a part of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas, and also being all of that certain called 23.5505 acre tract, identified as Tract Three -B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Triangle Railyard, L.P. as recorded in Clerk's File No. 1999043482, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 23.5668 acre tract, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real

Property, Jefferson County, Texas, said 23.5668 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

COMMENCING at a "T" nail found for the most Northerly corner of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of said 300 foot strip and said corner also being the most Westerly corner of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°20'52" EAST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the said 5.8766 acre and the said 3.1638 acre TX ENERGY, LLC tracts, for a distance of 444.90 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 3.1638 acre TX ENERGY, LLC tract and in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 44°09'59" EAST, over and across the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 156.02 feet to a 5/8" iron rod found for the most Northerly corner and the POINT OF BEGINNING of the tract herein described, said corner also being an exterior ell corner of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and said corner also being in the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE SOUTH 44°20'33" EAST, for the boundary between the tract herein described and the said 192.5857 acre TX ENERGY, LLC tract, for a distance of 1399.09 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 192.5857 acre TX ENERGY, LLC tract and also being the most Westerly corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from OilTanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°19'21" EAST, for the boundary between the tract herein described and the said 24.6091 acre TX ENERGY, LLC tract, for a distance of 2715.60 feet to a 2" iron pipe found for corner, said corner being in the North line of the McFaddin Canal No. 2 as recorded on Partition Map No. 1 of the McFaddin-Wiess- Kyle Land Co. as recorded in Volume 4, Page 198, Map Records, Jefferson County, Texas;

THENCE SOUTH 86°54'33" WEST, along and with the North line of the McFaddin Canal No. 2, for a distance of 399.19 feet to a 5/8" iron rod found for corner, said corner being in the Easterly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE NORTH 44°19'21" WEST, along and with the Easterly right-of-way line of the Kansas City Southern Railroad, for a distance of 3058.46 feet to a 5/8" iron rod found for corner, said corner being in the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE NORTH 45°26'32" EAST, along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 56.38 feet to a 5/8" iron found for corner;

THENCE NORTH 10°09'26" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 311.77 feet to a 5/8" iron rod found for corner;

THENCE NORTH 41°37'56" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 480.20 feet to a 5/8" iron rod found for corner;

THENCE NORTH 04°43'06" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 71.72 feet to the POINT OF BEGINNING and containing 23.5668 ACRES, more or less.

TRACT IV, Parcel A (Fee Simple)

BEING a 22.8591 acre tract or parcel of land situated in the Jeff and James Chaison Survey, Abstract No. 435, Jefferson County, Texas, the same being a portion of that certain called 150 acres of land conveyed by Perry McFaddin Duncan, Camelia B. McFaddin, a feme sole, Di Vernon McFaddin Cordts and husband, E.G. Cordts, Mamie McFaddin Ward and Husband, Carroll E. Ward, W.P.W. McFaddin, Jr. and J.L.C. McFaddin to Texas Gulf Sulphur Company, Vol. 960, Pg. 192, Deed Records, Jefferson County, Texas and also being all of that certain called 22.8199 acre tract of land, identified as Tract Four-A as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 22.8591 acre tract, identified as TRACT FOUR A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 22.8591 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08 " EAST. All set 5/8 " iron rods set with a cap stamped "M. W. Whiteley & Associates".

COMMENCING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an interior ell corner of the remainder of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas and an exterior ell corner of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as

recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 89°58'05" WEST, along and with the South line of the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 389.73 feet to 5/8" iron rod found for corner, said corner being the Southwest corner of the said 123.9004 acre TX ENERGY, LLC tract and in the East line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 89°56'43" WEST, over and across the said 100 foot wide Texas Department of Transportation drainage ditch, and for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 100.13 feet to a 5/8" iron rod found for the Southeast corner and POINT OF BEGINNING of the tract herein described;

THENCE NORTH 89°56'31" WEST, continuing for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 382.40 feet to a 1" iron pipe found for corner;

THENCE NORTH 89°52'32" WEST, continuing for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 496.09 feet to a 1" iron pipe found for corner, said corner also being an exterior ell corner of that certain called 318.35 acre tract of land as described in a "Corrected Sheriff's Deed" from G. Mitch Woods, Sheriff of Jefferson County, Texas, to LaMonica Ltd. as recorded in Clerk's File No. 2003038403, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 01°20'03" EAST, for the boundary between the tract herein described and the said 318.35 acre LaMonica Ltd. tract, for a distance of 995.53 feet to a 1" iron pipe found for corner, said corner being in the South line of a Canal for barge traffic from W.P.H. McFaddin to United Oil and Refining Co. as recorded in Volume 80, Page 292, Deed Records, Jefferson County, Texas and Volume 93, Page 450, Deed Records, Jefferson County, Texas;

THENCE NORTH 70°27'51" EAST, along and with the South line of the said Canal, for a distance of 198.41 feet to a 1" iron pipe found for corner;

THENCE NORTH 72°45'38" EAST, continuing along and with the South line of the said Canal, for a distance of 324.39 feet to a 5/8" iron rod found for corner;

THENCE NORTH 82°00'17" EAST, continuing along and with the South line of the said Canal, for a distance of 400.87 feet to a 5/8" iron rod set for corner, said corner being the intersection of the South line of the said Canal and the West line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE SOUTH 01°48'50" WEST, along and with the West line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 1215.58 feet to the POINT OF BEGINNING and containing 22.8591 ACRES, more or less.

TRACT IV, Parcel B (Fee Simple)

BEING a 121.3652 acre tract or parcel of land situated in the Jeff and James Chaison Survey, Abstract No. 435, Pierre Lemane Survey, Abstract No. 163 and the W.P.H. McFaddin Survey, Abstract No. 689,

Jefferson County, Texas, and out of and part of that certain called 150 acres of land conveyed by Perry McFaddin Duncan, Camelia B. McFaddin, a feme sole, Di Vernon McFaddin Cordts and husband, B.G. Cordts, Mamie McFaddin Ward and Husband, Carroll E. Ward, W.P.W. McFaddin, Jr. and J.L.C. McFaddin to Texas Gulf Sulphur Company, Vol. 960, Pg. 192, Deed Records, Jefferson County, Texas and being out of and part of that certain called 123.9203 acre tract of land, identified as Tract Four B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being out of and part of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 121.3652 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M.W. Whiteley & Associates".

BEGINNING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an interior ell corner of the remainder of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas and an exterior ell corner of the said 123.9004 acre TX ENERGY, LLC tract;

THENCE SOUTH 89°58'05" WEST, along and with the South line of the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 389.73 feet to 5/8" iron rod found for corner, said corner being the Southwest corner of the said 123.9004 acre TX ENERGY, LLC tract and in the East line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 01°48'50" EAST, along and with the East line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 1228.38 feet to a 5/8" iron rod found for corner, said corner being the intersection of the said 100 foot wide Texas Department of Transportation drainage ditch and the South line of a Canal for barge traffic from W.P.H. McFaddin to United Oil and Refining Co. as recorded in Volume 80, Page 292, Deed Records, Jefferson County, Texas and Volume 93, Page 450, Deed Records, Jefferson County, Texas;

THENCE NORTH 84°30'51" EAST, along and with the South line of the said Canal, for a distance of 5095.88 feet to a 1" iron pipe found for corner, said iron pipe being located the old bank of the Neches River;

THENCE SOUTH 25°57'41" EAST, along and with the old bank of the Neches River, for a distance of 1148.77 feet to a point for corner (unable to find or set corner), said corner being the Northeast corner of that certain called 0.7526 acre tract of land as described in a "Special Warranty Deed" from Chevron U.S.A. Inc. to TX ENERGY, LLC as recorded in Clerk's File No. 2009011357, Official Public Records of

Real Property, Jefferson County, Texas, the same being the Northeast corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from TX ENERGY, LLC to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 89°55'27" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 644.65 feet to a 5/8" iron rod with a cap stamped "M.W. Whiteley & Associates" found for corner;

THENCE SOUTH 00°58'20" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 201.22 feet to a point for corner, and said corner being the Northeast corner of the said 192.5857 acre TX ENERGY, LLC tract and in the common line between the W.P.H. McFaddin Survey and the said Phelam Humphry League;

THENCE NORTH 89°08'02" WEST, for the boundary between the tract herein described and the remainder of the said 192.5857 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said W. P.H. McFaddin Survey, the said Pierre Lemane Survey and the said Jeff and James Chaison Survey, for a distance of 4571.06 feet to a point for corner (unable to find or set corner), said corner being an exterior ell corner of the remainder of the said 192.5857 acre TX ENERGY, LLC tract and also an exterior ell corner of the said Phelam Humphry League and an interior ell corner of the said Jeff and James Chaison Survey;

THENCE SOUTH 00°37'20" WEST, for the boundary between the tract herein described and the said 192.5857 acre T tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey for a distance of 550.66 feet to the POINT OF BEGINNING and containing 121.3652 ACRES, more or less.

TRACT V, Parcel A (Fee Simple)

BEING a 3.1638 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being a portion of the 208.38 acres of land conveyed by Stanolind Oil Purchasing Company to Texas Gulf Sulphur Company, Volume 1597, Page 324, Deed Records, Jefferson County, Texas, and also being all of that certain called 3.1656 acre tract of land, identified as Tract Five A, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 3.1638 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20 '08 " EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

BEGINNING at a "T" rail found for the most Westerly corner of the tract herein described, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County,

Texas, also being the most Northerly corner of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 45°28'30" EAST, along and with the Northwesterly line of the said Phelam Humphry League, for a distance of 672.47 feet to a 5/8" iron rod found for corner, said corner being in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 01°58'31" WEST, along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 161.21 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 23°40'34" WEST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 448.39 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 04°30'21" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 218.62 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly line of the said 300 foot strip and also being an exterior ell corner of the said 5.8766 acre TX ENERGY, LLC tract;

THENCE NORTH 44°20'52" WEST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the tract herein described and the said 5.8766 acre TX ENERGY, LLC tract, for a distance of 444.90 feet to the POINT OF BEGINNING and containing 3.1638 ACRES, more or less.

TRACT V, Parcel B (Fee Simple)

BEING a 171.2645 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 208.38 acres of land conveyed by Stanolind Oil Purchasing Company to Texas Gulf Sulphur Company, Volume 1597, Page 324, Deed Records, Jefferson County, Texas and being all of that certain called 203.2524 acre tract of land, identified as Tract Five B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, save and except that certain called 10.6679 acre tract of land as described in a "Special Warranty Deed" from Palmera Properties, Inc. to Martin Gas Sales, Inc. as recorded in Clerk's File No. 98-9814112, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, save and except a portion of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from TX ENERGY, LLC to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas said 171.2645 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

BEGINNING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an exterior ell corner of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 00°37'20" EAST, for the boundary between the tract herein described and the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey, for a distance of 550.66 feet to a point for corner (unable to find or set corner), said corner being an interior ell corner of the said 123.9004 acre TX ENERGY, LLC tract;

THENCE SOUTH 89°08'02" EAST, for the boundary between the tract herein described and the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey, the Pierre Lemane Survey, Abstract No. 163 and the W. P.B.L McFaddin Survey, Abstract No. 689, Jefferson County, Texas, for a distance of 4571.06 feet to a point for corner, said corner being in the West line of the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract;

THENCE SOUTH 00°58'20" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 1004.19 feet to a 5/8" iron rod with a cap stamped "M. W. Whiteley & Associates", said corner being in the North line of the remainder of that certain called 461.42 acre tract, identified as TRACT A, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 89°01'40" WEST, for the boundary between the tract herein described and the remainder of the said 461.42 acre OilTanking Beaumont Partners, L.P. tract, passing at a distance of 1326.31 feet a found 3" aluminum pipe, passing at a distance of 1738.01 feet a 3" aluminum pipe and continuing for a total distance of 2202.70 feet to a 5/8" iron rod found for corner, said corner also being an exterior ell corner of the said 461.42 acre OilTanking Beaumont Partners, L.P. tract and the Northwest corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from OilTanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 45°25'18" WEST, continuing for the boundary between the tract herein described and the Northwesterly line of the said 24.6091 acre TX ENERGY, LLC tract, for a distance of 2730.75 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly line of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas and said corner also being in the Northeasterly line of that certain called 23.5668 acre tract, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 44°20'33" WEST, for the boundary between the tract herein described and the said 23.5668 acre TX ENERGY, LLC tract, for a distance of 1399.09 feet to a 5/8" iron rod found for corner, said corner being the most Northerly corner of the said 23.5668 acre TX ENERGY, LLC tract and also

being in the Easterly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 04°26'05" WEST, along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 313.59 feet to a 5/8" iron rod found for corner;

THENCE NORTH 23°40'23" EAST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 442.57 feet to a 5/8" iron rod found for corner;

THENCE NORTH 01°56'02" EAST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 285.61 feet to a 5/8" iron rod found for corner, said corner being in the Northwesterly line of the Phelam Humphry League;

THENCE NORTH 45°21'25" EAST, along and with the Northwesterly line of the Phelam Humphry League, for a distance of 566.11 feet to the POINT OF BEGINNING and containing 181.9324 acres, more or less save and except the above referenced 10.6679 acre Martin Gas Sales, Inc. thereby leaving a net acreage of 171.2645 acres, more or less.

TRACT VI, PARCEL A (Fee Simple)

BEING a 24.6091 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 461.42 acre tract of land, identified as tract A, as described in a "Special Warranty Deed" from BP Pipelines (North America) inc. to Oil Tanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from Oil Tanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas, said 24.6091 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 2007047460 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Westerly corner of the tract herein described, said corner also being the most Southerly corner of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and said corner also being in the Northeast line of that certain called 23.5668 acre tract of land, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 45°25'18" EAST, for the boundary between the tract herein described and the said 192.5857 acre TX ENERGY, LLC tract, for a distance of 2730.75 feet to a 5/8" iron rod found for corner, said corner being an interior ell corner of the said 192.5857 acre TX ENERGY, LLC tract and also being an exterior ell corner of the said 461.42 acre Oil Tanking Beaumont Partners, LP tract;

THENCE SOUTH 89°01'40" EAST, for the boundary between the tract herein described and the said

192.5857 acre TX ENERGY, LLC tract, for a distance of 394.38 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 45°25'18" WEST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 784.53 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 49°57'07" EAST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 118.98 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 45°25'18" WEST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 2235.32 feet to a 5/8" iron rod found for corner, said corner being in the Northeast line of said 23.5668 acre TX ENERGY, LLC tract;

THENCE NORTH 44°19'21" WEST, for the boundary between the tract herein described and the said 23.5668 acre TX ENERGY, LLC tract, for a distance of 400.00 feet to the POINT OF BEGINNING and containing 24.6091 ACRES, more or less.

TRACT VI, Parcel B (Easement Estate)

BEING a 0.3818 acre pipeline right-of-way and easement situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, being out of and part of that certain called 2.440 acre tract of land, also identified as TRACT D, Save and Except that certain called 0.332 acres lying within the Kansas City Southern railroad 100' wide strip, as described in a deed from Mamie McFaddin Ward Heritage Foundation, et al to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 20050069725 Official Public Records of Real Property of Jefferson County, Texas, and being out of and part of that certain called 6.4 acre tract of land, also identified as TRACT E, as described in a deed from Mamie McFaddin Ward Heritage Foundation, et al to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2005006972, Official Public Records of Real Property, Jefferson County, Texas, said 0.3818 acre pipeline right-of-way and easement being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 20070474160 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

COMMENCING at a 5/8" iron rod found for the most Southwesterly corner of that certain called 23.5668 acre tract of land, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas, said corner also being in the Northeast right-of-way line of Kansas City Southern Railroad (based on a width of 100 feet), and also said corner being an exterior ell corner of said OilTanking Beaumont Partners, L.P. Tract D;

THENCE NORTH 86°54'33" EAST, for the boundary between said TX ENERGY, LLC TRACT THREE B and the said OilTanking Beaumont Partners, L.P. TRACT D, for a distance of 85.00 feet to the most Westerly corner and the POINT OF BEGINNING of the tract therein described;

THENCE NORTH 86°54'33" EAST, continuing for the boundary between the said TX ENERGY, LLC TRACT THREE B and the said OilTanking Beaumont Partners, L.P. TRACT D, for a distance of 100.00 feet to a point for corner;

THENCE SOUTH 44°19'21" EAST, over and across the said OilTanking Beaumont Partners, L.P. TRACT D and TRACT E for a distance of 238.25 feet to a point for corner, said corner being in the most

Westerly North line of that certain called 46.796 acre tract of land, also identified as TRACT ONE, as described in a deed from E. I. DU PONT DE NEMOURS AND COMPANY to EASTMAN CHEMICAL COMPANY as recorded in Clerk's File No. 2007038287, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 81°14'31" WEST, for the boundary between the said OilTanking Beaumont Partners, L.P. TRACT E and the said Eastman Chemical Company 46.796 acre tract for a distance of 125.20 feet;

THENCE NORTH 44°19'21" WEST, over and across the said OilTanking Beaumont Partners, L.P. TRACT E and TRACT D for a distance of 204.06 feet to the POINT OF BEGINNING and containing 0.3818 ACRES, more or less.

TRACT VI, Parcel C (Easement Estate)

BEING a 1.2396 acre road easement situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 27.18 acre tract of land, identified as Tract B, as described in a "Special Warranty Deed" form BP Pipelines (North America) Inc. to Oil Tanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas, said 1.2396 acre road easement being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 2007047460 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

COMMENCING at a 2" iron pipe found for the North corner of said OilTanking Beaumont Partners, L.P. tract, said corner being the most Easterly corner of that certain called 20,0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX Energy, LLC. as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas, said corner also being in the Southwesterly right-of-way line of Kansas City Southern Railroad (bases on a width of 100 feet);

THENCE SOUTH 44°18'38" EAST, along and with the said Southwesterly right-of-way line of Kansas City Southern Railroad for a distance of 429.22 feet to a point for the most Northerly corner and the POINT OF BEGINNING of the tract herein described;

THENCE SOUTH 44°18'38" EAST, continuing along and with the said Southwesterly right-of-way line of Kansas City Southern Railroad for a distance of 50.00 feet to point for corner;

THENCE SOUTH 45°27'11" WEST, over and across the said 27.18 acres OilTanking Beaumont Partners, L.P. tract for a distance of 1071.13 feet to a point for corner, said corner being in the Northeasterly right-of-way line of State Highway 347;

THENCE NORTH 63°42'49" WEST, along and with the Northeasterly right-of-way line of the said State Highway 347 for a distance of 52.93 feet to a point for corner;

THENCE NORTH 45°27'11" EAST, over and across the said 27.18 acres OilTanking Beaumont Partners, L.P. tract for a distance of 1088.71 feet to the POINT OF BEGINNING and containing 1.2396 ACRES, more or less.

TRACT VII, Parcel A (Fee Simple)

BEING 46.8010 Acres of land described and being out of and a part of those certain tracts deed to E. I. du Font de Nemours and Company more fully described as 3.224 acres described as McFaddin Access Strip No. 1, 3.189 acres described as Weiss Access Strip, 124.708 acres recorded in Volume 845, Page 63, 23.70 acres recorded in Volume 1865, Page 58, 10.270 acres recorded in Volume 1865, Page 68, 23.70 acres described as Tract "A" recorded in Volume 1865, Page 120 and 10.270 acres recorded in Volume 1865, Page 128 of the Deed Records of Jefferson County, Texas. Said 46.796 acres of land also being a part of the DuPont-Beaumont Industrial Site No. 1 Subdivision recorded in Volume 15, Page 4 of the Map Records and part of the DuPont-Beaumont Works Industrial park Subdivision recorded in Clerk's File No. 2006048240 and being Lot 4 of the Replat of DuPont-Beaumont Industrial Site No. 1 in Clerk's File No. 2007037934 of the said Jefferson County and being situated in the Pelham Humphries League, Abstract No. 32, and the J. S. Johnston Survey, Abstract No. 34, Jefferson County, Texas.

TRACT VII, PARCEL B (Easement Estate) – Beaumont-Dupont:

Non-exclusive easement estate as conveyed, assigned and/or set forth in (i) that certain deed executed by E. I. du Font de Nemours and Company in favor of Eastman Chemical Company, dated September 26, 2007, filed September 28, 2007, under County Clerk's File No. 2007038287, Official Public Records of Real Property of Jefferson County, Texas and (ii) that certain Declaration of Easements and Covenants executed by E. I. du Font de Nemours and Company as recorded under Film Code No. 104-01-0533, Real Property Records, Jefferson County, Texas.

TRACT VIII (Fee Simple) - DELETED**TRACT IX (Fee Simple)**

BEING a 20.0281 acre or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being all of that certain called 20.03 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck to The Phillip A. Roebuck Family Partnership, Ltd, as recorded in Clerk's File No. 97-9731390, Official Public Records of Real Property, Jefferson County, Texas, the same being all of that certain called 20.03 acre tract of land as described in a "Special Warranty Deed" from Suzanne R. Roebuck to The Phillip A. Roebuck Family Partnership, Ltd, as recorded in Clerk's File No. 97-9731389, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD, to TX ENERGY, LLC as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas said 20.0281 acre tract being more particularly described as follows:

NOTE: All bearing are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L. P., as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST

BEGINNING at a 2" iron pipe found for the most Easterly corner of the tract herein described, said corner also being the most Northerly corner of the remainder of that certain called 27.18 acre tract of land, identified as TRACT B, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to OilTanking Beaumont Partners, L.P, as recorded in Clerk's File No. 2001014848, Official Public

Records of Real Property, Jefferson County, Texas and in the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 47°02'52" WEST, for the boundary between the tract herein described and the remainder of the said 27.18 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 1188.10 feet to a small nail in concrete at the base of a fence post found for corner, said corner being the most Westerly corner of the remainder of the said 27.18 acre OilTanking Beaumont Partners, L.P. tract and in the Northeasterly right-of-way line of State Highway No. 347;

THENCE NORTH 48°06'40" WEST, along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 248.11 feet to a Texas Department of Transportation concrete monument found for corner, said corner also being the beginning of a curve to the right having a radius of 3685.93 feet and being subtended by a chord bearing NORTH 44°16'27" WEST having a chord length of 477.60 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 477.94 feet to a 1/2" iron rod found for corner, said corner being the most Southerly corner of that certain called 21.1268 acre tract, identified as TRACT TWO, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 47°05'45" EAST, for the boundary between the tract herein described and the said 21.1268 acre TX ENERGY, LLC tract for a distance of 1203.93 feet to a 5/8" iron rod found for corner, said corner being the most Easterly corner of the said 21.1268 acre TX ENERGY, LLC tract and in the Westerly right-of-way line of the Kansas City Southern Railroad;

THENCE SOUTH 44°20'18" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 723.78 feet to the POINT OF BEGINNING and containing 20.0281 ACRES, more or less.

TRACT X Parcel A (Fee Simple)

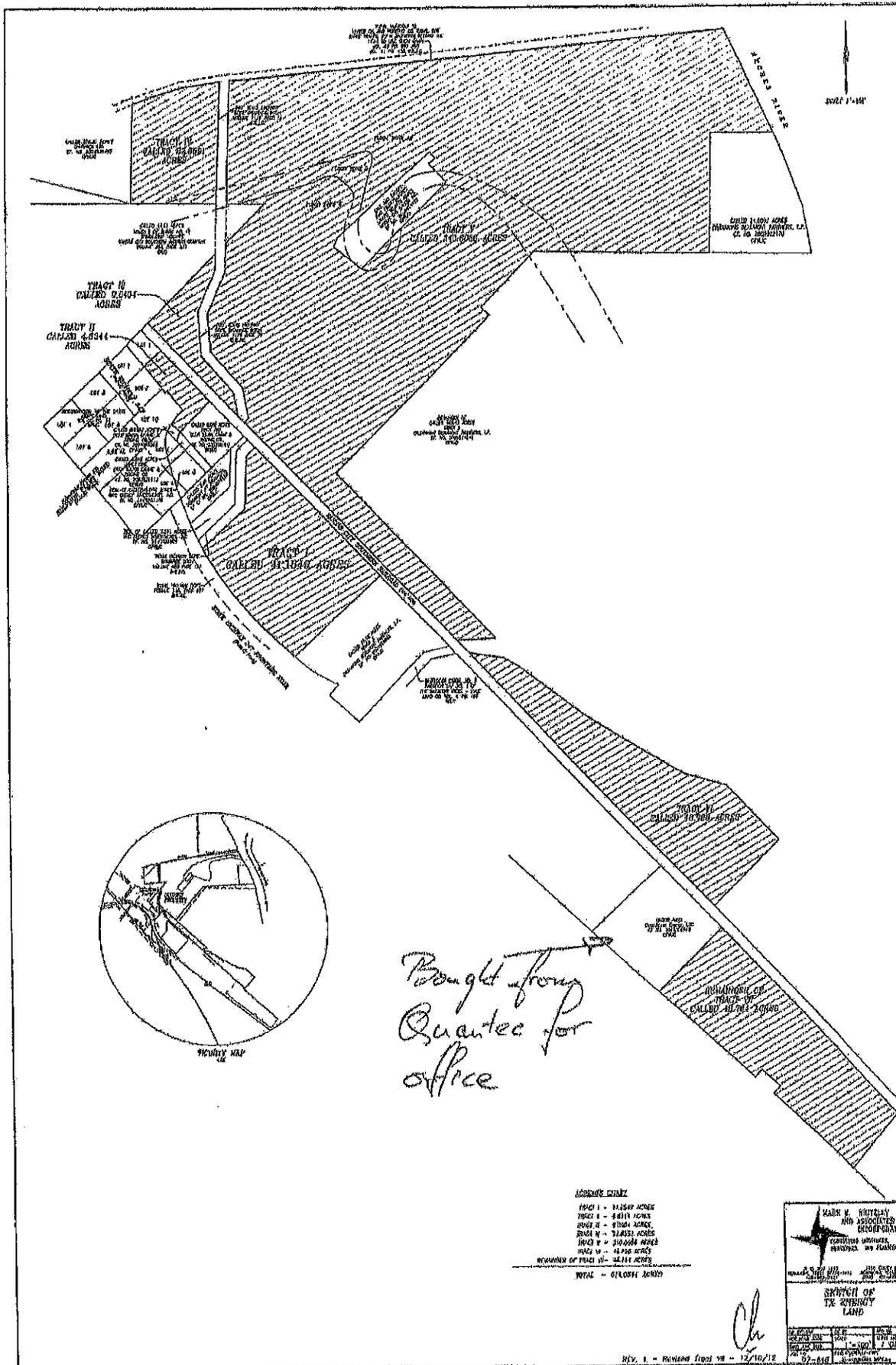
Lot One (1) of the du PONT-BEAUMONT INDUSTRIAL SITES SUBDIVISION: BEING a 12.8175 acre tract of land in the Pelham Humphries League in Jefferson County, Texas, and also being out of a 124 acre tract conveyed by Wesley W. Kyle, et al to E. I. du Pont de Nemours and Company by deed dated December 14, 1951 and being recorded in Volume 845, Page 33, Deed Records of Jefferson County, Texas, and said 12.8175 acre tract being sometimes also known as Lot No. 1 of the DuPont-Beaumont Industrial Sites Subdivision that was recorded on November 19, 1991, in Volume 15, Page 4 of the Map Records of Jefferson County, Texas.

TRACT X Parcel B (Fee Simple)

Lot Two (2) of the du PONT-BEAUMONT INDUSTRIAL SITES SUBDIVISION: BEING a 13.5247 acre tract of land in the Pelham Humphries League in Jefferson County, Texas, and also being out of a 124 acre tract conveyed by Wesley W. Kyle, et al to E. I. du Pont de Nemours and Company by deed dated December 14, 1951 and being recorded in Volume 845, Page 33, Deed Records of Jefferson County, Texas, and said 13.5237 acre tract being sometimes also known as Lot No. 2 of the DuPont-Beaumont Industrial Sites Subdivision that was recorded on November 19, 1991, in Volume 15, Page 4 of the Map Records of Jefferson County, Texas.

TRACT X Parcel C (Easement Estate)

Non-exclusive easement estate as conveyed, assigned and/or set forth in (i) that certain deed executed by E. I. du Pont de Nemours and Company in favor of Eastman Chemical Company, dated September 26, 2007, filed September 28, 2007, under County Clerk's File No. 2007038287, Official Public Records of Real Property of Jefferson County, Texas and (ii) that certain Declaration of Easements and Covenants executed by E. I. du Pont de Nemours and Company as recorded under Film Code No. 104-01-0533, Real Property Records, Jefferson County, Texas.



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ACRES LIST

TRACT I	- 51,250 ACRES
TRACT II	- 4,824 ACRES
TRACT III	- 5,700 ACRES
TRACT IV	- 71,000 ACRES
TRACT V	- 4,750 ACRES
RESIDUAL OF TRACT VI	- 3,560 ACRES
TOTAL	- 61,084 ACRES

**MARK W. NOTELAY
AND ASSOCIATES
REGISTERED
SURVEYORS**

STATE OF TEXAS
COUNTY OF []

**SECTION OF
TX ENERGY
LAND**

DATE	BY	SCALE
12/10/12	CH	1" = 400'
NO. 1	12/10/12	1" = 400'
NO. 2	12/10/12	1" = 400'
NO. 3	12/10/12	1" = 400'

Ch

EXA-From PANDORA 31

- 10 h2. Right of way/easement recorded in Vol. 54 page 234 Deed Records of Jefferson County, Texas, originally in favor of J.L. Lanier. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h3. Right of way/easement recorded in Vol. 58 page 94 Deed Records of Jefferson County, Texas, originally in favor of Subline Oil and Marketing Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h4. Right of way/easement recorded in Vol. 59 page 101 Deed Records of Jefferson County, Texas, originally in favor of J.M. White. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h5. Right of way/easement recorded in Vol. 81 page 131 Deed Records of Jefferson County, Texas, originally in favor of W.B. Brigg, Trustee. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h6. Right of way/easement recorded in Vol. 81 page 146 Deed Records of Jefferson County, Texas, originally in favor of Whigdon Diamond Oil and Refinery Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h7. Right of way/easement recorded in Vol. 81 page 188 Deed Records of Jefferson County, Texas, originally in favor of Empire State Oil, Coal and Iron Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h8. Right of way/easement recorded in Vol. 213 page 838 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h9. Right of way/easement recorded in Vol. 243 page 451 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h10. Right of way/easement recorded in Vol. 333 page 328 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Gas Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h11. Right of way/easement recorded in Vol. 878 page 541 Deed Records of Jefferson County, Texas, originally in favor of United States of America. THIS ITEM DOES AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10 h12. Right of way/easement recorded in Vol. 888 page 610 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h13. Right of way/easement recorded in Vol. 923 page 344 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Pipe Line. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h14. Right of way/easement recorded in Vol. 927 page 424 Deed Records of Jefferson County, Texas, originally in favor of United Gas Pipeline Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h15. Right of way/easement recorded in Vol. 930 page 368 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h16. Right of way/easement recorded in Vol. 938 page 553 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h17. Right of way/easement recorded in Vol. 1483 page 214 Deed Records of Jefferson County, Texas, originally in favor of Humble Pipe Line Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h18. Right of way/easement recorded in Vol. 1492 page 137 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h19. Right of way/easement recorded in Vol. 1545 page 544 Deed Records of Jefferson County, Texas, originally in favor of United States of America. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h20. Right of way/easement recorded in Vol. 1721 page 330 Deed Records of Jefferson County, Texas, originally in favor of Humble Pipe Line Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h21. Right of way/easement recorded in Vol. 1886 page 271 Deed Records of Jefferson County, Texas, originally in favor of United Texas Transmission. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h22. Right of way/easement recorded in Vol. 1895 page 91 Deed Records of Jefferson County, Texas, originally in favor of Exxon Pipeline Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h23. Right of way/easement recorded under County Clerk's Film Code No. 100-37-0588 Real Property Records of Jefferson County, Texas, originally in favor of Union Carbide Corporation. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h24. Right of way/easement recorded under County Clerk's Film Code No. 102-73-0742 Real Property Records of Jefferson County, Texas, originally in favor of Carbon Dioxide Technology Corporation and/or LMI Properties, Inc. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h25. Easements, if any, on access to, ingress to and/or egress from the subject premises arising from location of railroad right of way between the land and Texas State Hwy. 347, and/or arising from actual access to, ingress to and/or egress from the subject property being by virtue of private, road or limited access provided by Crossing Easement recorded in Volume 879, Page 438 Deed Records of Jefferson County, Texas, executed by Kansas City Southern Railway Company to E.A. Dupont de Nemours and Company and by Declaration executed by E.A. Dupont de Nemours and Company as recorded under Film Code No. 104-01-0533 Real Property Records of Jefferson County, Texas, and as described by Dedication Note on plat recorded in Vol. 15 page 4 of the Map Records of Jefferson County, Texas.
- 10 h26. Terms, conditions, stipulations, covenants, easements and other provisions as set forth in Declaration of Easements and Covenants executed by E.A. Dupont de Nemours and Company as recorded under Film Code No. 104-01-0533 Real Property Records of Jefferson County, Texas. AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

THIS DESCRIPTION DESCRIBES ALL OF THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IDENTIFIED AS CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 44-801-80-022022, Dated January 21, 2000

SITE RESTRICTIONS:**Setbacks:**

Front	N/A
	N/A
	N/A
Height	None
	None
Zona	None

There are no site restrictions or zoning information in the unincorporated limits of Jefferson County, Texas as per the Jefferson County Engineer's Department. (409) 835-8584

Sully

Basis of Bearing

The bearing N 45°58'29" E being the Southwest line of the subject tract, called 1.5445 acres, known as Lot 3 of the DuPont-Beaumont Industrial Site No. 2 Subdivision of record in Volume 17 on Page 394 of the Map Records of Jefferson County, Texas, was used as "The Basis of Bearing" for this survey. Said Southwest line being designated in said description as N 45°58'29" E 235.11'.

Records of the survey were obtained from existing maps supplied by Dupont Personnel.

Subject property is located outside the limits of the City of Beaumont, and within the unincorporated limits of Jefferson County, Texas.

Access to this property is in common with access to the Dupont property.

Lot 1, Lot 2, and Lot 3 shown on Sheets 1-3 are not contiguous to each other.

There is no visible evidence of cemeteries on subject properties.

Flood Note:

By graphic plotting only, this property is in Zone AB of the Flood Insurance Rate Map, Community Panel No. 480385 0170 C, which bears an effective date of 11-20-1991. No portion of the subject property lies within a Special Flood Hazard Area, as described on the Flood Insurance Rate Map for the community in which the subject property is located. No field surveying was performed to determine this Zone and an Elevation Certificate may be needed to verify this determination or apply for variance from the Federal Emergency Management Agency. Zone AB denotes a special flood zone hazard area.

County Clerk's Film Code No. 103-89-1800 Real Property Records of Jefferson County, Texas, APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).

106. Subject to retained ownership of certain improvements as set forth in Deed recorded under County Clerk's Film Code No. 103-89-1800 Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).

106. Subject to retained encumbrances as identified in Deed recorded under County Clerk's Film Code No. 103-89-1800, Deed recorded under Film Code No. 103-89-1808, and/or Deed of Trust recorded under Film Code No. 103-89-1808, and/or Deed of Trust recorded under Film Code No. 103-89-1812, all in Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).

10i. Right of way/assessment recorded in Vol. 84 page 234 Deed Records of Jefferson County, Texas, originally in favor of J.A. Landon. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10m. Right of way/assessment recorded in Vol. 58 page 94 Deed Records of Jefferson County, Texas, originally in favor of Subline Oil and Marketing Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10n. Right of way/assessment recorded in Vol. 88 page 101 Deed Records of Jefferson County, Texas, originally in favor of J.H. White. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10o. Right of way/assessment recorded in Vol. 61 page 131 Deed Records of Jefferson County, Texas, originally in favor of W.B. Eble, Trustee. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10p. Right of way/assessment recorded in Vol. 81 page 148 Deed Records of Jefferson County, Texas, originally in favor of Mustang Offroad Oil and Refinery Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10q. Right of way/assessment recorded in Vol. 81 page 468 Deed Records of Jefferson County, Texas, originally in favor of Empire State Oil, Gas and Iron Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10r. Right of way/assessment recorded in Vol. 177 page 238 Deed Records of Jefferson County, Texas, originally in favor of Texas Pipe Line Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10s. Right of way/assessment recorded in Vol. 213 page 636 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10t. Right of way/assessment recorded in Vol. 243 page 451 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, AND IS NOT PLOTTED HEREON IS BLANKET IN NATURE.

10u. Right of way/assessment recorded in Vol. 333 page 328 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Gas Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10v. Right of way/assessment recorded in Vol. 888 page 610 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10w. Right of way/assessment recorded in Vol. 1789 page 8 Deed Records of Jefferson County, Texas, originally in favor of Mobil Pipe Line Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.

10x. Right of way/assessment recorded in Vol. 2114 page 430 Deed Records of Jefferson County, Texas, originally in favor of Shell Pipe Line Corp. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10y. Right of way/assessment recorded in Vol. 2282 page 381 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10z. Right of way/assessment recorded under County Clerk's Film Code No. 101-74-2599 Real Property Records of Jefferson County, Texas, originally in favor of United Texas Transmission Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10aa. Right of way/assessment recorded under County Clerk's Film Code No. 102-11-2205 Real Property Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

10ab. Terms, conditions, stipulations, covenants, easements and other provisions as set forth in Declaration of Easements and Covenants executed by E.I. DuPont de Nemours and Company as recorded under Film Code No. 104-01-0333 Real Property Records of Jefferson County, Texas. ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10ac. Fiber Optics Cable Easement dated 10-6-1993 recorded under County Clerk's File No. 8406398 Official Public Records of Real Property Records of Jefferson County, Texas, by and between E. I. Du Pont de Nemours and Company and Southwestern Bell Telephone Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10ad. Easement and Right-of-Way Agreement recorded under County Clerk's Film No. 1989047881 Official Public Records of Jefferson County, Texas, executed by Beaumont Methanol, Limited Partnership, originally in favor of Ar Products, L.P. ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

10ae. Right of Way agreement dated April 17, 1988 recorded under County Clerk's Film No. 2001000358 Official Public Records of Real Property of Jefferson County, Texas, executed by Ar Liquida America Corporation and Beaumont Methanol, ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

PERMIT ENCROACHMENTS

the subject property, Uncommon to a Plant Site.

AREA:

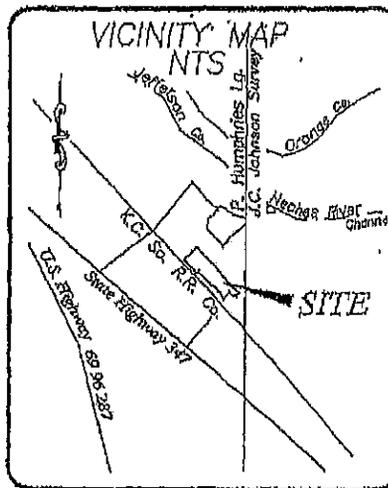
13.623 Acres
589,089 Square Feet Total

Parking Stalls

7 Standard Stalls
0 Handicap Stalls
0 Reserved Stalls

Basis of Bearing

The bearing $S 44^{\circ}07'00'' E$ being the northeast line of the called 13.623 acre tract of land of record in Volume 848 on Page 53 of the Deed Records of Jefferson County, Texas, was used as "the Basis of Bearing" for this survey, said northeast line being designated in said description as $S 44^{\circ}07'00'' E$; 1,076.00'.



THIS DESCRIPTION DESCRIBES ALL OF THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IDENTIFIED AS CHICAGO TITLE INSURANCE COMPANY COMMITMENT No. 011-COM-01110508025JK, dated December 7, 2010

- 10a. Subject is retained ownership of certain improvements as set forth in Deed recorded under County Clerk's Film Code No. 103-98-1808 Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).
- 10A. Subject is retained ownership of certain improvements as set forth in Deed recorded under County Clerk's Film Code No. 103-98-1808 Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).
- 10g. Subject is permitted encumbrances as identified in Deed recorded under County Clerk's Film Code No. 103-98-1800, Deed recorded under Film Code No. 103-98-1808, and/or Deed of Trust recorded under Film Code No. 103-99-1808, and/or Deed of Trust recorded under Film Code No. 103-99-1812, all in Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).
- 10f. Right of way/assessment recorded in Vol. 94 page 234 Deed Records of Jefferson County, Texas, originally in favor of J.A. Linder. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10m. Right of way/assessment recorded in Vol. 52 page 94 Deed Records of Jefferson County, Texas, originally in favor of Sabine Oil and Marketing Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10n. Right of way/assessment recorded in Vol. 59 page 101 Deed Records of Jefferson County, Texas, originally in favor of J.H. White. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10o. Right of way/assessment recorded in Vol. 61 page 131 Deed Records of Jefferson County, Texas, originally in favor of H.B. Brice, Trustee. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10p. Right of way/assessment recorded in Vol. 61 page 148 Deed Records of Jefferson County, Texas, originally in favor of Michigan Diamond Oil and Railway Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10q. Right of way/assessment recorded in Vol. 81 page 488 Deed Records of Jefferson County, Texas, originally in favor of Empire State Oil, Coal and Iron Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10r. Right of way/assessment recorded in Vol. 177 page 212 Deed Records of Jefferson County, Texas, originally in favor of Texas Pipe Line Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10s. Right of way/assessment recorded in Vol. 213 page 636 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10t. Right of way/assessment recorded in Vol. 243 page 431 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, AND IS NOT PLOTTED HEREON IS BLANKET IN NATURE.
- 10u. Right of way/assessment recorded in Vol. 333 page 329 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Gas Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10v. Right of way/assessment recorded in Vol. 880 page 610 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10w. Right of way/assessment recorded in Vol. 1788 page 8 Deed Records of Jefferson County, Texas, originally in favor of Mobil Pipe Line Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10x. Right of way/assessment recorded in Vol. 2114 page 439 Deed Records of Jefferson County, Texas, originally in favor of Shell Pipe Line Corp. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10y. Right of way/assessment recorded in Vol. 2282 page 381 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10z. Right of way/assessment recorded under County Clerk's Film Code No. 101-70-2502 Real Property Records of Jefferson County, Texas, originally in favor of United Texas Transmission Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10aa. Right of way/assessment recorded under County Clerk's Film Code No. 102-16-2205 Real Property Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10ab. Terms, conditions, stipulations, covenants, easements and other provisions as set forth in Declaration of Easements and Covenants executed by E.H. DuFrenoy de Nemours and Company as recorded under Film Code No. 104-61-0533 Real Property Records of Jefferson County, Texas. ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10ac. Fiber Optics Cable Easement dated 10-8-1993 recorded under County Clerk's File No. 9406358 Official Public Records of Real Property Records of Jefferson County, Texas, by and between E. L. Du Pont de Nemours and Company and Southwestern Bell Telephone Company. ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10ad. Easement and Right-of-Way Agreement recorded under County Clerk's File No. 1899047881 Official Public Records of Jefferson County, Texas, executed by Beaumont Methanol, Limited Partnership, originally in favor of Air Products, L.P. ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10ae. Right of Way agreement dated April 17, 1988 recorded under County Clerk's File No. 2001000358 Official Public Records of Real Property of Jefferson County, Texas, executed by Air Liquide America Corporation and Beaumont Methanol. ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

THIS DESCRIPTION DESCRIBES ALL OF THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IDENTIFIED AS CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. CTR-COM-171100002526K, dated December 7, 2010

Abstract No. 32 in Jefferson County, Texas, being Lot 1 out of and a portion of that certain 74.667 acre tract of land known as Lot 3, out of DuPont-Beaumont Industrial Sites Subdivision of record in Volume 18 on Page 4 of the Deed Records of Jefferson County, Texas, said 12.826 acres being more particularly described by metes and bounds, as follows:

Beginning at a 1/2" Rod w/cap marking an interior point within the said Lot 3, and being south corner of the herein described tract;

Thence along the courses and distances over and across the said Lot 3 with the property lines of the herein described tract to an interior corner of the said Lot 3:

- 1) Thence N 44°07'00" W (bearing basis), 581.96' (call 582.00') to a 1/2" Rod w/cap found,
- 2) Thence N 04°07'54" E (call N 04°09'14" E), 247.92' (call 247.89') to a Bent 1/2" Rod found,
- 3) Thence N 45°54'39" E (call N 45°53'00" E), 450.05' (call 450.00') to a 1/2" Rod w/cap found,
- 4) Thence S 71°36'07" E (call S 71°32'27" E), 151.20' (call 152.07') to a 1/2" Rod w/cap found,
- 5) Thence S 44°09'11" E (call S 44°07'00" E), 75.10' (call 75.00') to a 1/2" Rod w/cap found,
- 6) Thence S 62°47'45" E (call S 62°33'06" E), 111.33' (call 110.68') to a 1/2" Rod w/cap found,
- 7) Thence S 43°45'51" E (call S 44°07'00" E), 40.27' (call 40.00') to a 1/2" Rod set,
- 8) Thence S 70°21'49" E (call S 70°19'00" E), 351.07' (call 351.07') to a 1/2" Rod set,
- 9) Thence S 42°46'27" E (call S 44°07'00" E), 20.30' (call 20.30') to a 1/2" Rod w/cap found marking the east line of Pelham Humphries League, the east line of the J.C. Johnson Survey, Abstract No. 34,
- 10) Thence S 00°45'20" W with the west line of the said J.C. Johnson Survey, the east line of the said Pelham Humphries League, Abstract No. 32 in Jefferson County, Texas for a distance of 79.85' to a 1/2" Rod w/cap found,

Thence S 45°52'33" W (call S 45°53'00" W), 838.69' (call 838.63') to the point and place of beginning, containing in area 12.826 acres (558,700 Square feet) of land more or less.

General Notes:

Portions of this drawing were obtained from existing maps supplied by Dupont Personnel.

Subject property is located outside the limits of the City of Beaumont, and within the unincorporated limits of Jefferson County, Texas.

Access to this property is in common with access to the DuPont property.

Lot 1, Lot 2, and Lot 3 shown on Sheets 1-3 are not contiguous to each other.

Parking Stalls

- 0 Standard Stalls
- 0 Handicap Stalls
- 0 Reserved Stalls

Basis of Bearing

The bearing N 44°07'00" W being the southerly line of the called 12.818 acre tract of land of record in Volume 848 on Page 33 of the Deed Records of Jefferson County, Texas, was used as "The Basis of Bearing" for this survey. Said southerly line being designated in said description as N 44°07'00" W, 582.00'.

E3000

7. Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1), to be auctioned by Horn's Auction, Inc. The auction is scheduled for Saturday September 3, 2011 at 9:00 A.M.

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
Action: APPROVED

COUNTY COMMISSIONERS:

8. Consider authorizing the County Judge to enter / terminate a Burn Ban Order.

Action: TABLED

9. Consider and possibly approve a Resolution regarding the approval of construction of the Keystone XL Pipeline Project (TransCanada Pipeline.)

Action: TABLED

10. Consider and possibly authorize the County Judge to execute an Order establishing the criteria for redistricting County Political Boundaries.

SEE ATTACHED PAGES 276-278

Motion by: Commissioner Alfred
Second by: Commissioner Arnold
Action: APPROVED

11. Conduct a public hearing to consider the establishment of the Pandora Methanol LLC Reinvestment Zone.

Action: HEARING CONDUCTED

12. Consider and possibly approve the reappointments of Ms.Rebecca Ford , and Ms.Frances Gallow, and the appointment of Frank Coffin to the Spindletop MHMR Services Board of Trustees, this is a two year term.

Motion by: Commissioner Alfred
Second by: Commissioner Arnold
Action: APPROVED

Plat Description:

The portion of the Pandora Zone (Area "1") which is located on the river will be connected by a 10 foot wide corridor to the portion of the Pandora Zone (Area "2") which is closest to it and then; corridor will extend from the corner of those two corners which are closest to one another.



STATE OF TEXAS

§

§ INTERLOCAL COOPERATION

COUNTY OF JEFFERSON

§

CONTRACT

This **Agreement** is made and entered into by and between **Spindletop Center**, a unit of local government whose principal office is in **Beaumont, Jefferson County, Texas, "Center"** and the **County of Jefferson**, a political subdivision of the State of Texas ("**County**"). The purpose of this **Agreement** is to fund a **Mental Health Liaison** position for the **Mental Health Liaison Program** and is authorized pursuant to Chapter 791, Texas Government Code.

Center, a community **Center** and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this **Agreement**.

In consideration of the mutual **Agreements** contained herein, the parties agree as follows:

I.

TERM OF AGREEMENT

The initial term of this **Agreement** shall begin on **February 1, 2014** and shall automatically renew on February 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the **Agreement** is executed by both parties or this **Agreement** is terminated.

II.

SERVICES

Center is designated as a mental health and intellectual and developmental disability local authority by the Texas Department of State Health Services (DSHS) and Department of Aging and Disability Services (DADS), respectively. Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of **Jefferson County, Texas**. These activities sometimes involve coordination of activities with the judicial system. **Center** requests **County** to provide a **Sheriff's** deputy or deputies to as a **Mental Health Liaison** assist in fulfilling its mission and for providing other duties.

Responsibilities of the County:

The **County**, by and through the Jefferson County Sheriff Department, agrees to provide a **Mental Health Liaison** deputy, or deputies as agreed upon, ("**Liaison**") for the Mental Health Liaison program. The **Liaison** will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code.

The **Liaison's** primary responsibilities will include:

- Assisting the **Center** Continuity of Care team with County Jail and hospital follow-ups;

- Assisting the **Center** Mobile Crisis team when they respond to crisis calls in the community;
- Assisting the **Center** PATH and CSS teams when they respond to calls in the community;
- Responding to calls from **Sheriff's** Office dispatches for the **Center** teams;
- Assisting **Center** clinical staff when working with aggressive or difficult clients; and
- Serving as a liaison with law enforcement and judicial entities.

In the performance of these duties, the **County** shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the **Liaison** with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training and collaborate with the **Center** on any additional training pertinent to the Texas Mental Health Code;
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement, Article 13 Uniforms, safety, and equipment; and
- Contribute the use of a law enforcement department vehicle as defined and set forth by Article 13, Section VI of the Articles of Agreement to be utilized by the **Liaison** for transportation about the county and locations that necessity and responsibilities may require.

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County**, and the **County Sheriff** shall maintain supervisory control and command over such **Employees**. In the performance of their duties, the law enforcement officer(s) will ensure collaboration with **Center** in successfully achieving the outcomes specified within the Medicaid 1115 Transformation Waiver to ensure funding is available to support this Memorandum of Understanding. Copies of all reports submitted to Texas Health and Human Services Commission ("HHSC") and Centers for Medicare and Medicaid Services ("CMS") shall also be submitted to the **County Sheriff**.

Responsibilities of the Center:

Center agrees to fund a clinician for the Mental Health Liaison program. This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a liaison for law enforcement entities (such as police department, local justices of the peace, and county judges) to the local community mental health system;
- Providing secure and adequate office space with designated locking file space to the **Liaison** to carry out his/her duties and permit access to all necessary facilities;

- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the Liaison's assignments or performance as soon as possible to the **Jefferson County Sheriff**, or his designee.

III. **TERMINATION**

This **Agreement** may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party ninety (90) days before the effective date of termination.

This **Agreement** is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this **Agreement**. If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center**. **Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since **Center** is responsible for all funding required for the **Liaison's** position, if **County** fails to receive such funding for any reason when it is due, **Liaison** will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with **Liaison**.

IV. **DOCUMENTATION**

Liaison shall complete such reports of work-related activities as may be required by **Center**. The documentation of all reports will be in the manner and on forms prescribed by the **Center**. **Center** will provide the **Sheriff** with a copy of any reports or written documents prepared by the **Liaison** for the **Center**.

V. **PAYMENT**

For services rendered by **Liaison**, **Center** will pay **County** during the term of this **Agreement** the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) biannually for a total annual sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00). These payments will be distributed in February and July of each calendar year for the duration of this **Agreement**. These payments will cover the **County's** cost of providing the **Liaison**.

In addition, a one-time payment of FORTY THOUSAND DOLLARS (\$40,000.00) will be distributed in February 2014 to cover equipment cost for the **County**.

County, acting through the **County Auditor's Department**, will submit a bi-annual billing statement (invoice) to the **Spindletop Center, 655 S. 8th Street, Beaumont, Texas, 77701**. **Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by **Center** until this **Agreement** has been signed and returned to **Center**.

VI.
BOOKS AND RECORDS

All books, records and other methods of documentation related to this **Agreement** are and will be open to audit by DSHS and DADS during normal business hours.

VII.
CENTER CONTRACT REQUIREMENTS

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Attached is a copy of the provisions. The parties agree that the majority of the provisions do not apply to **County**; however, those that are applicable shall apply.

VIII
VENUE

Venue and/or jurisdiction for this **Agreement** shall be in **Jefferson County, Texas**.

IX.
NOTICES

All notices to be given under this **Agreement** shall be sent by certified mail, return receipt requested, at the address shown below.

X.
EXECUTION BY SHERIFF

Sheriff Mitch Woods signs this **Agreement** to evidence his willingness to abide by all terms and conditions imposed upon the **Sheriff's Office**.

SIGNATURE PAGE TO FOLLOW

Executed this 3rd day of February, 2014.

SPINDLETOP CENTER

By: [Signature]
Charlie Harris, Ph.D.
Executive Director

Address: **655 S. 8th St Beaumont, TX 77701**

COUNTY OF JEFFERSON

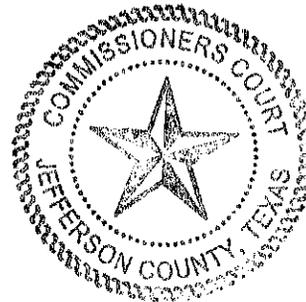
By: [Signature]
Jeff Brumick, County Judge

JEFFERSON COUNTY SHERIFF DEPT.

By: [Signature]
Mitch Woods, Sheriff

Attest: [Signature]
Carolyn L Guidry, County Clerk

Address: **Jefferson County**
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701



I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF SPINDLETOP CENTER IN OPEN MEETING ON THE 27 DAY OF JANUARY, 2014.

[Signature]
Billy Pruett
Secretary to the Board of Trustees

EXHIBIT B
TAC §412.57

Texas Administrative Code

<u>TITLE 25</u>	HEALTH SERVICES
<u>PART 1</u>	DEPARTMENT OF STATE HEALTH SERVICES
<u>CHAPTER 412</u>	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
<u>SUBCHAPTER B</u>	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
RULE §412.57	Provisions for Community Services Contracts

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).

(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:

- (1) the contract term;
- (2) the community service(s) to be purchased;
- (3) the identification of all parties;
- (4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
- (5) the method of payment;
- (6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:
 - (A) Title VI of the Civil Rights Act of 1964;
 - (B) Section 504 of the Rehabilitation Act of 1973;
 - (C) the Americans with Disabilities Act of 1990 (ADA); and
 - (D) the Age Discrimination in Employment Act of 1967;
- (7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;
- (8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political

affiliation in accordance with applicable laws;

(9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;

(10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);

(11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;

(12) a dispute resolution process;

(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;

(17) that services will be provided in accordance with consumers' treatment plans;

(18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, **Employees**, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and

(2) that if an applicant, **Employee**, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, **Employee**, or volunteer, including terminating or removing

the **Employee** or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845



Resolution

STATE OF TEXAS

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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 ____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2014-1015 fiscal year and that grant funds may be available through the Criminal Justice Division; and

WHEREAS Commissioners Court of Jefferson County agrees that in the event of loss or misuse of the Criminal Justice Division funds Commissioners Court of Jefferson County assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, Commissioners Court of Jefferson County designates Judge Jeff Branick, County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, this grant will not require matching funds and it is a grant that is sought annually.

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Family Treatment Drug Court to the Office of the Governor, Criminal Justice Division.

Grant /Application Number #1869009

Signed this ____ of _____, 2014

JUDGE JEFF R.BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

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§
§

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 ____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2014-1015 fiscal year and that grant funds may be available through the Foundation for Southeast Texas beginning May 1 of the current year to April 30 of following year; and

WHEREAS Commissioners Court of Jefferson County assures that the funds will be returned to the Foundation for Southeast Texas if the grant project is not completed or the funds are not used; and

WHEREAS, Commissioners Court of Jefferson County designates Judge Jeff Branick, County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, this grant will not require matching funds.

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Family Treatment Drug Court to the Foundation for Southeast Texas.

Signed this ____ of _____, 2014.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

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§

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 _____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Resolution was adopted:

GULF COAST COMMUNITY PROTECTION AND RECOVERY DISTRICT, INC.

WHEREAS, Gulf Coast Community Protection and Recovery District, Inc. (the "Corporation") was incorporated by the Counties of Brazoria, Chambers, Galveston, Harris, Jefferson and Orange (collectively the "Sponsors") to aid the upper gulf coast region in the development of a regional plan to protect the region from future storm surge; and

WHEREAS, the Articles of Incorporation of the Corporation state that each sponsoring County appoints one (1) director to the board of directors of the Corporation, with each director serving a three (3) year term; and

WHEREAS, the Articles of Incorporation provide that the Corporation may have up to three (3) at large directors who shall be appointed by a majority of the Sponsors, with each director serving a three (3) year term; and

WHEREAS, the term of the Jefferson County director of the Corporation has expired and Jefferson County wishes to appoint Jeff Branick as a director of the Corporation; and

WHEREAS, the Articles of Incorporation of the Corporation require that the Commissioner's Court of each sponsoring County approve any agreement of the Corporation that exceeds SIX HUNDRED THOUSAND (\$600,000.00) DOLLARS; and

WHEREAS, the Corporation has entered into a professional services agreement with Dannenbaum Engineering Corporation ("Dannenbaum"), and the Corporation desires to amend such professional services agreement for administrative efficiency, to enable the Corporation to use subcontractors to assist with the Corporation's planning activities necessary to develop a comprehensive plan for long-term mitigation and recovery from storm surge, flooding and wind-related disaster events; and

WHEREAS, it is necessary that the Commissioners Court of Jefferson County, Texas authorize its appointed director of the Corporation, to authorize the President of the Corporation to negotiate, execute and deliver an amendment to the professional services agreement by and between the Corporation and Dannenbaum in an additional amount of up to \$2,000,000.00 in the aggregate for services to be provided by such subcontractors as may be approved from time to time by the board of directors of the Corporation.

NOW THEREFORE, BE IT RESOLVED, the Commissioners Court of Jefferson County, Texas hereby appoints Jeff Branick as a director of the Corporation; and

BE IT FURTHER RESOLVED that the Commissioner's Court of Jefferson County, Texas hereby appoints Jim Sutherlin, Project Leader, Texas Parks and Wildlife Department and Lisa LaBean, Chemical Engineer with Dow Chemical Company as at large directors of the Corporation; and

BE IT FURTHER RESOLVED that the Commissioners Court of Jefferson County, Texas hereby grants the authority necessary to Jeff Branick, as a director of the Corporation, to authorize the President of the Corporation to negotiate, execute and deliver an amendment to the professional services agreement by and between the Corporation and Dannenbaum in an additional amount of up to \$2,000,000.00 in the aggregate for services to be provided by such subcontractors as may be approved from time to time by the board of directors of the Corporation.

SIGNED this ____ day of _____, 2014.

JUDGE JEFF R.BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

TERRY WUENSCHEL
TAX ASSESSOR-COLLECTOR



SUSIE JAMES
CHIEF DEPUTY

RECEIVED
FEB 05 2014

February 5, 2014

Honorable Jeff Branick
County Judge
Jefferson County
Beaumont, TX

Dear Judge Branick:

Please place an item on the Commissioners' Court Agenda for February 10, 2014 to receive and file an official oath for Terry Wuenschel, Tax Assessor-Collector.

Sincerely,

A handwritten signature in blue ink that reads "Terry Wuenschel".

Terry Wuenschel
Interim Assessor-Collector of Taxes
Jefferson County, Texas

TW:db

cc: Eddie Arnold, Comm. Pct. #1
Brent Weaver, Comm. Pct. #2
Michael Sinegal, Comm. Pct. #3
Everette D. Alfred, Comm. Pct. #4

Form #2204 Rev. 10/2011

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, TERRY WUENSCHEL, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of TAX ASSESSOR-COLLECTOR of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

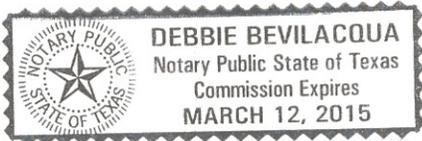
Terry Wunschel
Signature of Officer

State of TEXAS)
County of JEFFERSON)

Sworn to and subscribed before me
this

3rd day of FEBRUARY, 2014.

(seal)



Debbie Bevilacqua
Signature of Notary Public or Other Officer

Administering Oath

Debbie Bevilacqua
Printed or Typed Name



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

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

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

February 5, 2014

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

Gentlemen:

Enclosed is the Investment Schedule as of January 31, 2014, including interest earnings.

The weighted average yield to maturity on the County's investments is .854%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on January 31, 2014 was .05% and the interest on your checking accounts for the month of January was .190%

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

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

This should be on the agenda February 10, 2014, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for January, 2014, including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END JANUARY 31, 2014 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
POOLED CASH ACCOUNT	01-Jan-14		\$7,655.65		100	0.150%	31-Jan-14	NONE	31	7580310386	WELLS FARGO	\$7,655.65				\$7,655.65
CDs and Securities																
FHLMC .85%	30-Dec-13	\$2,000,000.00	\$2,000,000.00	100	0.850%	30-Dec-16	30-Jun-14	1064	1096	3134G4QW1	COASTAL SECURITIES	\$1,996,200.00	\$99.81	\$1,463.89	\$0.00	\$1,997,663.89
FHLMC .50%	28-Jan-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	28-Jan-16	28-Jan-15	727	1095	3134G34B3	MORGAN STANLEY	\$1,997,600.00	\$99.88	\$83.33	\$10,000.00	\$1,997,683.33
FHMA .90%	26-Aug-13	\$2,000,000.00	\$2,000,000.00	100	0.900%	26-Aug-16	26-Feb-14	938	1096	3136G1T41	COASTAL SECURITIES	\$2,002,000.00	\$100.10	\$7,750.00	\$0.00	\$2,009,750.00
FHLMC .50%	20-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	20-Jun-16	20-Dec-13	871	1096	313383ED9	COASTAL SECURITIES	\$1,994,200.00	\$99.71	\$1,138.89	\$5,000.00	\$1,995,338.89
FHLMC 1.0%	22-Jul-13	\$2,000,000.00	\$2,000,000.00	100	1.000%	22-Jul-16	22-Jul-14	903	1096	3134G4BY3	COASTAL SECURITIES	\$2,006,200.00	\$100.31	\$500.00	\$10,000.00	\$2,006,700.00
FHMA 1.05%	19-Sep-13	\$2,000,000.00	\$2,000,000.00	100	1.050%	19-Sep-16	19-Mar-14	962	1096	3136G1UF4	COASTAL SECURITIES	\$1,999,800.00	\$99.99	\$7,700.00	\$0.00	\$2,007,500.00
FHLB 1.0% (NEW)	23-Jan-14	\$2,000,000.00	\$2,000,000.00	100	1.000%	23-Jan-17	23-Apr-14	1088	1096	3130A0MA5	WELLS SECURITIES	\$2,000,000.00	\$100.00	\$444.44	\$0.00	\$2,000,444.44
FHLB 1.05% (NEW)	30-Jan-14	\$2,000,000.00	\$2,000,000.00	100	1.050%	30-Jan-17	30-Apr-14	1095	1096	3130A0MX5	COASTAL SECURITIES	\$2,000,000.00	\$100.00	\$58.33	\$0.00	\$2,000,058.33
ICD-Sovereign Bk .75%*	29-Aug-12	\$248,000.00	\$248,000.00	100	0.750%	29-Aug-14	None	210	730	84603M2L9	WELLS SECURITIES	\$248,000.00	\$100.00	\$794.96	\$1,865.09	\$248,794.96
* (Investment CD \$)														\$19,933.84		
INVESTMENT ACCT		TOTAL PAR	\$7,655.65									TOTAL MARKET VALUE				TOTAL BOOK VALUE
CDs and Securities		\$16,248,000.00	\$16,248,000.00	0.854%		0.523%		944		DAYS		\$16,244,000.00				\$16,271,589.49
TOTALS ALL ACCTS:		\$16,255,655.65	\$16,255,655.65									\$16,251,655.65				
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF JANUARY 31, 2014																
MARKET VALUE OF PLEDGE SECURITIES \$209,216,487.94 BALANCE IN ALL ACCOUNTS: \$183,372,198.06 OVER OR (UNDER) AMOUNT: \$25,844,289.88 114.09%																

Tom Finckes

Tom Finckes, Jefferson County Investment Officer

JANUARY 2014, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	COUPON
POOLED CASH ACCOUNT												
INVESTMENT ACCT	01-Jan-14	\$7,655.65	\$7,655.65		0.150%	31-Jan-14		31	7580310386	WELLS FARGO	\$0.88	
FHMA .82%	08-Jul-13	\$1,000,000.00	\$1,000,000.00	100	0.820%	08-Jul-16	08-Jan-14	1096	3136G1PN3	WELLS SECURITIES	\$4,100.00	CALLED
FHLMC .85%	15-Jul-13	\$2,000,000.00	\$2,000,000.00	100	0.850%	15-Jul-16	15-Jan-14	1096	3134G4BQ0	WELLS SECURITIES	\$8,500.00	CALLED
FHMA .46%	30-Oct-12	\$1,000,000.00	\$1,000,000.00	100	0.460%	30-Oct-15	30-Jan-14	1095	3135G0QR7	MORGAN STANLEY	\$1,150.00	CALLED
FHLMC 1.0%	22-Jul-13	\$2,000,000.00	\$2,000,000.00	100	1.000%	22-Jul-16	22-Jul-14	1096	3134G4BY3	COASTAL SECURITIES	\$10,000.00	COUPON
FHLMC .50%	28-Jan-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	28-Jan-16	28-Jan-14	1095	3134G34B3	MORGAN STANLEY	\$5,000.00	COUPON
CHECKING INTEREST												
POOLED CASH ACCT					0.190%					WELLS FARGO	\$10,224.30	
OTHER COUNTY ACCTS					0.190%					WELLS FARGO	\$5,057.93	
TAX LICENSE ACCT					0.192%					WELLS FARGO	\$97.35	
TOTAL		\$8,007,655.65	\$8,007,655.65								\$44,130.46	\$44,130.46

FISCAL YEAR 2013-2014			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.04%	\$17,637.25	0.210%
NOVEMBER	0.06%	\$11,889.08	0.190%
DECEMBER	0.07%	\$23,519.15	0.192%
JANUARY	0.05%	\$44,130.46	0.190%
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 97,175.94	

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Application Date: 1/27/14 Permit #: 01-DW-14 -OW- YES Precinct#: 3
 Business Name: SQUARE MILE ENERGY, LLC Business Phone: 713-953-3449
 Business Address: 5847 SAN FELIPE, SUITE 2900, HOUSTON TX 77057
 Local Representative: CHRIS MCINTOSH Local Phone: 713-953-3449
 State Permit No. (if applicable): _____
 Bond Amount: \$200,000 Bond #: LPM9107552
 Description of Work/Type/Location: OIL & GAS DRILLING OPERATIONS

Description of Route: From Hwy ¹²⁴ 75 AND WILBER RO, TAKE WILBER RD ^{SOUTH} NORTH APPROXIMATELY 2 MILES AND THE ENTRANCE WILL BE ON THE RIGHT Corrected maps attached. MR EC 02/04/14

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 27 day of January 20 14.

SQUARE MILE ENERGY, LLC
Name of Company (Permittee)

JEFFERSON COUNTY

By: CHRIS MCINTOSH
Title: FACILITY CONSTRUCTION MANAGER

By: Steven Safford
Director of Engineering


Applicant's Signature

By: 
Precinct Supervisor

CHRIS MCINTOSH
Applicant's Printed Name

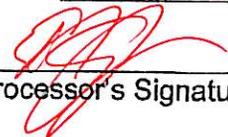
JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 02/10/14 Application Approved Yes No

If No, give reason: _____

Processed By: ERNEST CLEMENT

Title: ENGINEERING SPECIALIST



Processor's Signature

ERNEST CLEMENT

Processor's Printed Name



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

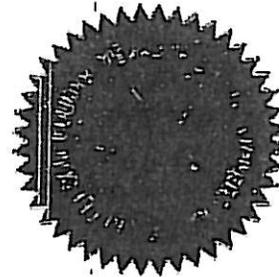
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013



JUDGE JEFF R. BRANICK
County Judge

- 4. Company shall provide a surety bond in the sum of [\$ 200,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

- 5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendent for Precinct No. 3 of Jefferson County, Texas before transporting any equipment on County [road name: WILBER ROAD and County [2nd road name: N/A] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this _____ day of _____, _____

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the _____ day of _____, _____

Attest:

Jefferson County Clerk



Authorized Agent for SQUARE MILE ENERGY, LLC

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

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I, _____ a notary public, do hereby certify that on this ____ day of _____, _____, personally appeared before me _____, being by me first duly sworn, declared that he is the _____ of _____ and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this ____ day of _____, ____.

Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:
 Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 26⁶⁶ per hour x _____ hours = \$ _____

Equipment Operator \$ 22³² per hour x _____ hours = \$ _____

Truck Driver
 Other \$ 19⁵² per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 32⁰⁰ per hour x _____ hours = \$ _____

Grader \$ 50⁰⁰ per hour x _____ hours = \$ _____

Gradall
 Other \$ 70⁰⁰ per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 31²⁵ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 89⁰⁰ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Stabilized Base
 Other at \$ 43⁰⁰ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____

Super-Heavy or Oversize Permit Bond

JEFFERSON COUNTY, TEXAS

Bond No. LPM9107552

KNOW ALL MEN BY THESE PRESENTS:

That we, Square Mile Energy, LLC of 5847 San Felipe, Suite 2900, Houston, TX 77057 as Principal, and the Fidelity and Deposit Company of Maryland, of 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056, as Surety, are held and firmly bound unto Jefferson County in the penal sum of TWO HUNDRED THOUSAND AND 00/100 (\$200,000) dollars as approved by Jefferson County Commissioner's Court, to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and assigns.

The condition of the above obligation is such that the said Square Mile Energy, LLC, as Principal, will make payment to Jefferson County of and for any and all damages that may be sustained to any County Road under the jurisdiction of Jefferson county by virtue of the operation of any equipment by the said Square Mile Energy, LLC for Heritage #1 Heavy Load Permit-Wilber Road, for which a permit is issued to operate under the state law, 623.011 and 623.012, TRANSPORTATION CODE.

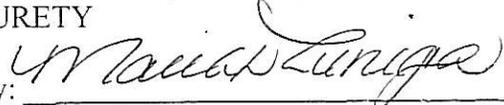
NOW, therefore, if the said Square Mile Energy, LLC shall pay to Jefferson County any and all damages that may be sustained to any County Road as above recited by virtue of the operation of any equipment under the provisions of the law referred to above during a period beginning with the date of this bond and ending ninety days following, then this obligation to be null and void, otherwise to remain in full force and virtue at Law. This bond shall not be cancelled, altered or otherwise modified without fifteen (15) days prior written notice to Jefferson County.

Dated January 30, 2014.

Square Mile Energy, LLC
PRINCIPAL

By: 
(Title)

Fidelity and Deposit Company of Maryland
SURETY

By: 
Maria D. Zuniga, ATTORNEY IN FACT

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Vickie LACY, Richard COVINGTON, Maria D. ZUNIGA, Marc W. BOOTS, P. T. OSBURN and Joseph R. AULBERT, all of Houston, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians. and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By: _____

Assistant Secretary
Eric D. Barnes

Thomas O. McClellan

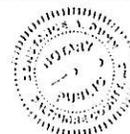
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 17th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

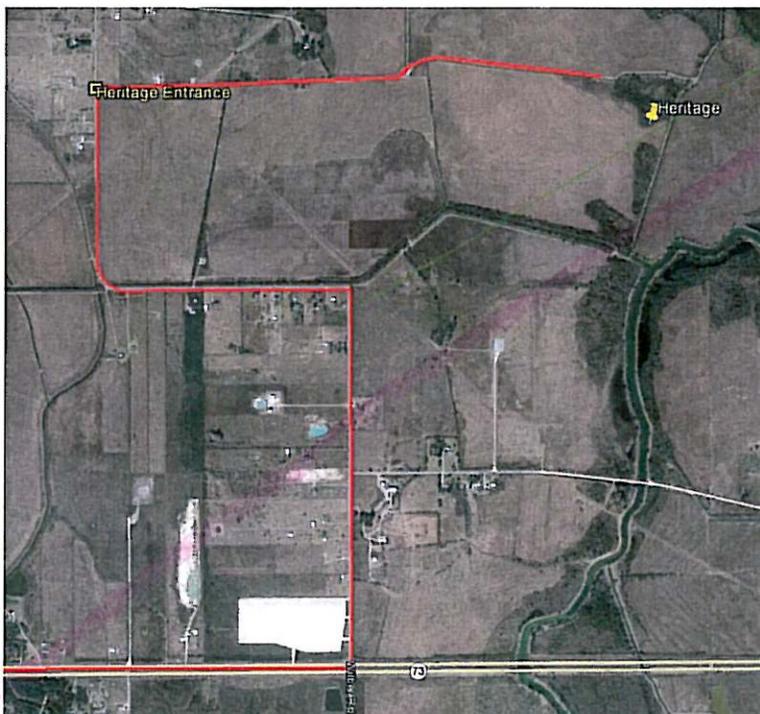
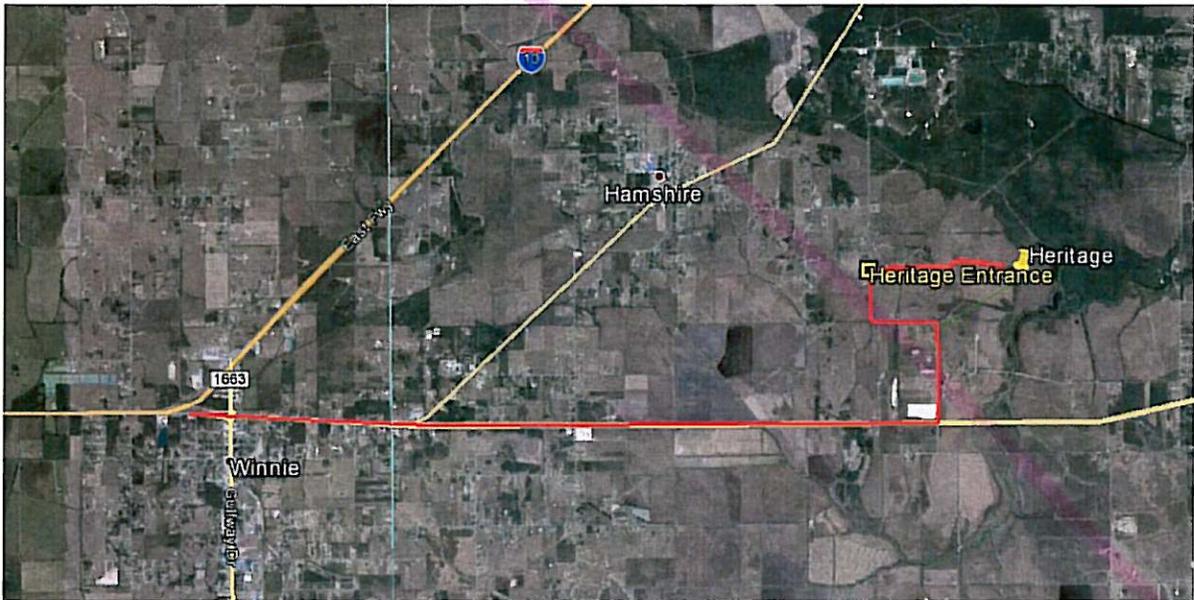


Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

Heritage #1 Prospect Jefferson Co, TX Directions

From I-10 at Winnie, TX: From Winnie TX Take HWY 73 east approximately 8 miles toward Port Arther, TX. Turn left headed north on Wilber Rd. Take Wilber Rd north for 2 miles and the location entrance will be on the right.

Entrance (NAD83):
Lat: 29°50'53.59"N
Long: 94°16'37.73"W

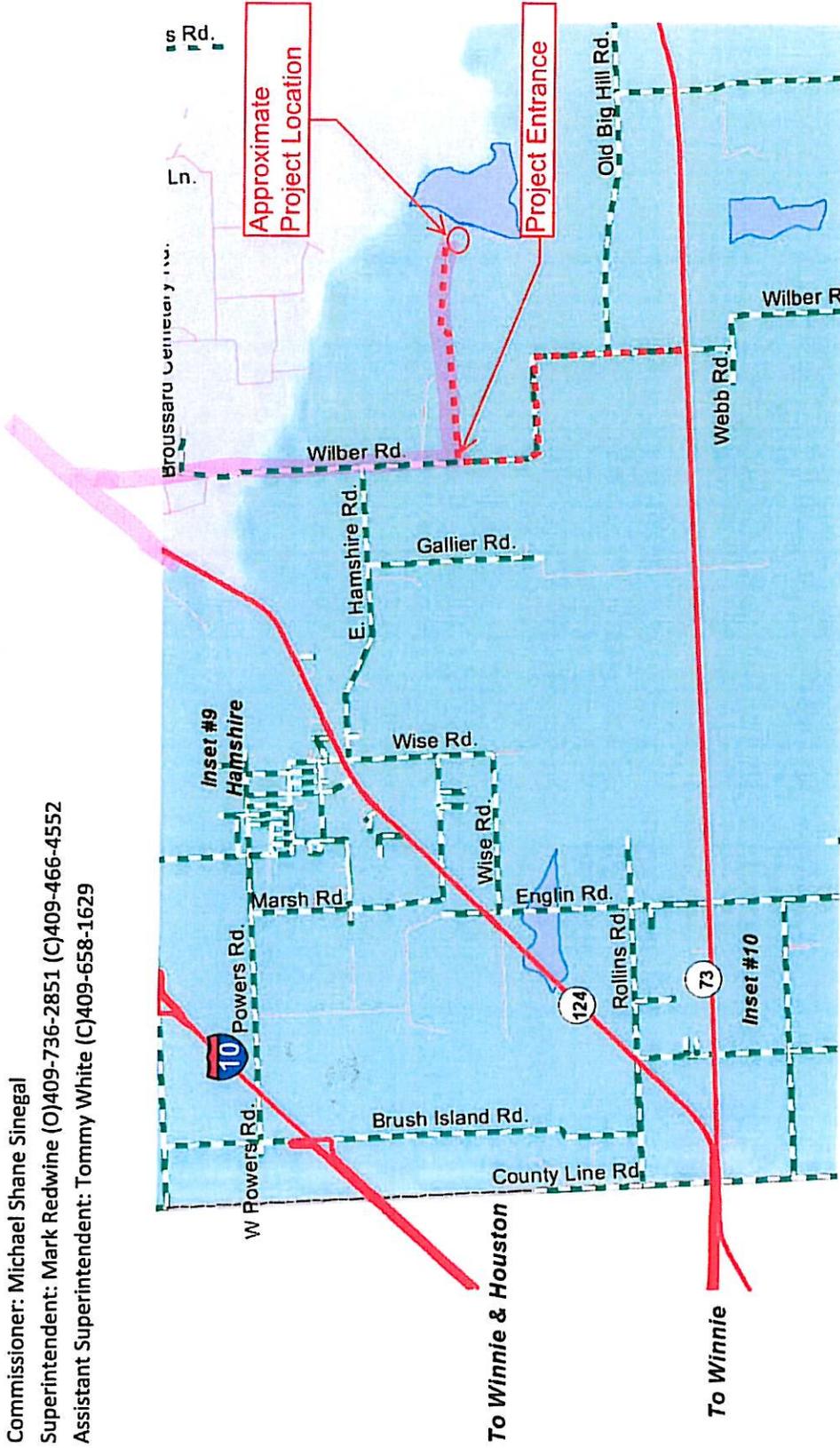


Jefferson County, Precinct 3

Commissioner: Michael Shane Sinegal

Superintendent: Mark Redwine (O)409-736-2851 (C)409-466-4552

Assistant Superintendent: Tommy White (C)409-658-1629



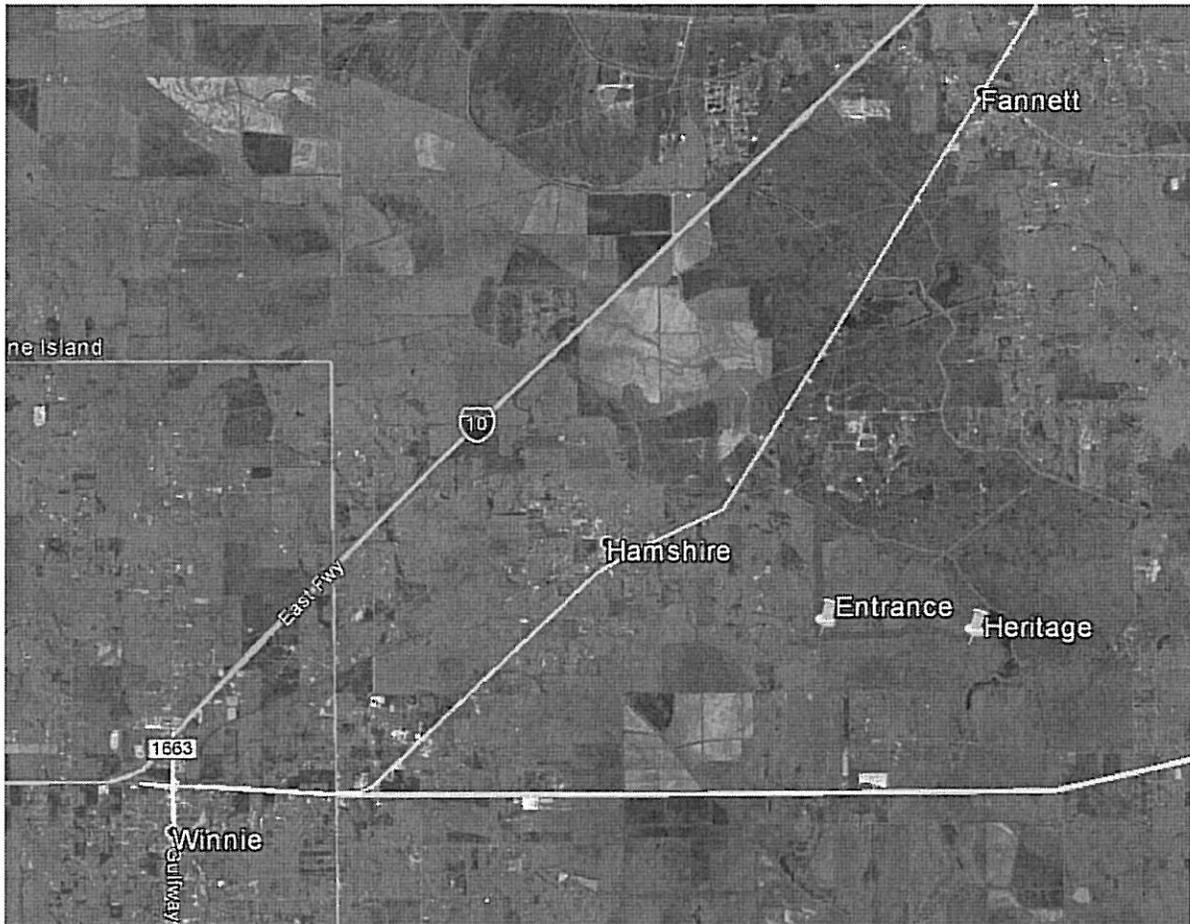
To Winnie & Houston

To Winnie

Heritage #1 Prospect
Jefferson Co, TX
Directions

From I-10 at Winnie, TX: From Winnie TX Take HWY 73 east approximately 2.3 miles toward Port Arther, TX. Turn left headed north on HWY 124 and travel approximately 5.63 miles. Turn right on Craigen Rd headed east for 0.5 miles. Turn right on Wilber Rd and head south for approximately 2.2 miles. The location entrance will be on the left.

Entrance (NAD83):
Lat: 29°50'53.59"N
Long: 94°16'37.73"W



Heritage #1 Prospect
Jefferson Co, TX
Directions





JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF RON HOBBS
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBIOS
SERVICES

RECEIVED
FEB 04 2014

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

From: G. Mitch Woods, Sheriff

Subject: Resolution for Retiring Telecommunications Operator Cynthia A. Patton
Agenda item for the week of February 10, 2014

Date: February 4, 2014

Consider and possibly adopt a Resolution recognizing Cynthia A. Patton for 30 years and 3 months of dedicated service to the Sheriffs' Office and to the citizens of Jefferson County.

Sincerely,

G. Mitch Woods, Sheriff
Jefferson County, Texas



Resolution

STATE OF TEXAS

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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 ____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, CYNTHIA A. PATTON, has devoted 30 years and 3 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, CYNTHIA A. PATTON, has dedicated her talents and pledged her services over the years as a telecommunications operator, answering Emergency 911 calls and maintaining a vital link between citizens in distress and deputies on the street, relaying calls for service and reports of criminal activity and coordinating law enforcement efforts with agencies throughout the county; and

WHEREAS, CYNTHIA A. PATTON, has made an outstanding contribution to law enforcement as a Peace Officer and Corrections Officer for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, **CYNTHIA A. PATTON**, has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, CYNTHIA A. PATTON, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend **CYNTHIA A. PATTON**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this ____ day of _____, 2014.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

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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 _____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Resolution was adopted:

PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT PROGRAM

WHEREAS, the County of Jefferson recognizes that the establishment, development, and maintenance of the Jefferson County Regional Crime Laboratory is a vital government purpose and function of the State and its legal and political subdivisions; and,

WHEREAS, the Jefferson County Regional Crime Laboratory provides support to the criminal justice system in the Southeast Texas Region through forensic science examination; and,

WHEREAS, the County of Jefferson finds it in the best interest of the citizens of Jefferson County, that the Crime Lab Funding Project be operated for the 2014 project year; and,

WHEREAS, the County of Jefferson agrees to provide matching funds where applicable for the said project as required by the Coverdell Forensic Science Program grant application; and,

WHEREAS, the County of Jefferson agrees that in the event of loss or misuse of the Criminal Justice Division funds, the County of Jefferson assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the County of Jefferson designates the Jefferson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County authorizes the submission of application to the Office of the Governor, Criminal Justice Division, State of Texas, for the Crime Lab Funding Project and the County Judge of Jefferson County, is hereby authorized to execute all necessary applications, contracts, and agreements to implement and carry out the purposes specified in this resolution.

Grant Number: 2417704

Signed this _____ of _____, 2014

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Regular, February 10, 2014

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 10, 2014