

REGULAR, 10/13/2014 1:30:00 PM

BE IT REMEMBERED that on October 13, 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
October 13, 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
October 13, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **13th** day of **October 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. Rescind award of (IFB 14-032/JW), Paper Stock & Envelopes for Jefferson County, Item No. 30, #11 window envelopes/28 lb. white wove; and Item No. 31, # 11 window envelopes/28 lb white wove, to Bosworth Papers, Inc.

SEE ATTACHMENTS ON PAGES 10 - 10

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

2. Re-award (IFB 14-032/JW), Paper Stock & Envelopes for Jefferson County, Item No. 30, #11 window envelopes/28 lb. white wove in the amount of \$137.12 per 1,000 or \$342.80 per case; and Item No. 31, # 11 window envelopes/28 lb white wove in the amount of \$104.70 per 1,000 or \$261.75 per case, to Olmsted Kirk Paper Co.

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

3. Consider and approve FY 2014 budget transfer - County Clerk - additional cost.

120-1014-414-3078	OFFICE SUPPLIES	\$944.00	
120-1014-414-4011	EQUIPMENT- MISCELLANEOUS		\$944.00

SEE ATTACHMENTS ON PAGES 11 - 11

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

4. Consider and approve FY 2014 budget transfer - Elections Department - additional cost.

120-1034-414-1002	ASSISTANTS & CLERKS	\$1,260.00	
120-1034-414-1005	EXTRA HELP	\$2,171.00	

*Notice of Meeting and Agenda and Minutes
October 13, 2014*

120-1034-414-2002	EMPLOYEES' RETIREMENT	\$769.00	
120-1034-414-5001	ADVERTISING		\$4,200.00

SEE ATTACHMENTS ON PAGES 12 - 12

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

5. Consider and approve FY 2014 budget amendment - 252nd District Court - additional cost for indigent defense.

120-2037-412-5072	PAUPER ATTORNEY FEES	\$120,000.00	
120-1024-419-5040	LIABILITY INSURANCE		\$120,000.00

SEE ATTACHMENTS ON PAGES 13 - 13

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

6. Consider and approve FY 2014 budget transfer - Justice of the Peace, Precinct 8 - additional cost.

120-2049-412-4052	POSTAGE	\$300.00	
120-2049-412-3078	OFFICE SUPPLIES		\$300.00

SEE ATTACHMENTS ON PAGES 14 - 14

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

7. Consider and approve FY 2014 budget amendment - County Morgue - additional cost.

120-3080-421-5077	CONTRACTUAL SERVICE	\$48,000.00	
120-1024-419-5040	LIABILITY INSURANCE		\$48,000.00

SEE ATTACHMENTS ON PAGES 15 - 15

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

8. Consider and approve Control Center software upgrade to pneumatic tube system from County Judge to County Clerk offices. Cost will be funded from available capital project funds. Estimated cost is \$14,878.

SEE ATTACHMENTS ON PAGES 16 - 25

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

9. Regular County Bills - check #399369 through check #399723.

SEE ATTACHMENTS ON PAGES 26 - 36

**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:

10. Consider and possibly approve a Resolution to abandon a portion of the Garth Co. road right- of-way.

SEE ATTACHMENTS ON PAGES 37 - 40

**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
October 13, 2014*

11. Receive and file executed Local Project Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement for the project to relocate the crossover on US 90 at Green Pond Gully Road.

SEE ATTACHMENTS ON PAGES 41 - 49

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

12. Consider, possibly, approve and authorize the County Judge to execute a Request of Funds from the U.S. Department of Housing and Urban Development and Statutory Compliance Checklists for CDBG grant 713250 which are related to the Cheek Sewer Project.

SEE ATTACHMENTS ON PAGES 50 - 72

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

13. Consider, possibly ratify and receive and file the execution of Exemption Determination for Activities related to the First time sewer service for Cheek and CDBG grant 713250.

SEE ATTACHMENTS ON PAGES 73 - 74

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

14. Consider, possibly, approve and authorize the County Judge to execute a Tax Abatement Agreement between Jefferson County and Air Liquide Large Industries U.S., LP pursuant to Section 312.401 of the Texas Tax Code.

SEE ATTACHMENTS ON PAGES 75 - 122

**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
October 13, 2014

15. Consider and possibly appoint a Secretary for the Jefferson County Industrial Development Corporation to fill the vacancy of Commissioner Michael S. Sinegal.

Commissioner Sinegal abstained from voting. Commissioner Arnold appointed as Secretary for the Jefferson County Industrial Development Corporation.

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Abstained: Commissioner Sinegal

Action: APPROVED

16. Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation as to a Nineteenth Supplemental Trust Indenture and Security Agreements and Relating to the Remarketing of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series, 2010.

Action: TABLED

17. Consider and possibly approve a Proclamation for Down Syndrome Awareness Month.

SEE ATTACHMENTS ON PAGES 123 - 123

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

18. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for previously tabled grant requests from the Fall 2014 grant cycle.

SEE ATTACHMENTS ON PAGES 124 - 124

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY TREASURER:

19. Receive and file Investment Schedule for September, 2014, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 125 - 127

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

ENGINEERING:

20. Consider and possibly approve Final Plat of Easy Acres-Phase I being a 16.528 acre tract on Hamshire Road in Precinct No. 3.

SEE ATTACHMENTS ON PAGES 128 - 129

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

ADDENDUMS

SHERIFF'S DEPARTMENT:

21. Consider, possibly approve an additional 10 days extended medical leave without pay for Janet Jacobson. Ms. Jacobson needs the extension due to her medical condition.

SEE ATTACHMENTS ON PAGES 130 - 130

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
October 13, 2014*

**Jeff R. Branick
County Judge**



BOSWORTH PAPERS, INC.

October 3, 2014

Jefferson County
1149 Pearl Street
Beaumont, TX 77701

Dear Ms Jamey West,

Regarding the conversation we have had on the 28# envelopes quoted on
IFB 14-032/JM. Please release Bosworth Papers on items 30 and 31 that were quoted
incorrectly.

Sincerely,

A handwritten signature in black ink, appearing to read "J. T. Jordan", written over a circular scribble.

Joseph T. Jordan
Vice-President

Jtj/ms

Fran Lee

From: Jamie Smith <jsmith@co.jefferson.tx.us>
Sent: Tuesday, October 07, 2014 11:42 AM
To: Fran Lee
Subject: Move Monies

Fran I need to move money from 120-1014-414-40-11 to 120-1014-414-3078 FY 2014 for \$944.00 to pay for Criminal Jackets that was ordered in August 2014.

Jamie Smith
County Clerk Administrator
Jefferson County Clerk's Office

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: OCTOBER 9, 2014

The following FY 2014 budget transfer is necessary for Elections Department for additional cost. Please call if you have any questions.

120-1034-414-1002	Assistants & Clerks	\$1,260
120-1034-414-1005	Extra Help	\$2,171
120-1034-414-2002	Employees Retirement	\$ 769
120-1034-414-5001	Advertising	\$4,200

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: OCTOBER 8, 2014

The following FY 2014 budget amendment for 252nd District Court will cover increase cost for indigent defense. Please call if you have any questions.

120-2037-412-5072	Pauper Attorney Fees	\$120,000
120-1024-419-5040	Liability Insurance	\$120,000

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: OCTOBER 8, 2014

The following FY 2014 budget transfer for JP Pct. 8 will cover increase cost. Please call if you have any questions.

120-2049-412-4052	Postage	\$300
120-2049-412-3078	Office Supplies	\$300

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: OCTOBER 8, 2014

The following FY 2014 budget amendment for County Morgue will cover increase cost. Please call if you have any questions.

120-3080-421-5077	Contractual Services	\$48,000
120-1024-419-5040	Liability Insurance	\$48,000

swisslog

TRANSLOGIC

AMTS Division

Automated Material Transport Systems

PROPOSAL FOR:

Jefferson County Courthouse

1149 Pearl

Beaumont, TX 77701

Project Scope:

Control Center / Software Upgrade

Submitted By:

Danny Keller, Regional CS Manager

11494 Luna Rd, Ste 250, Dallas, TX 75234

972-890-7433 Cell

303-382-8333 Office

303-375-5705 Fax

Danny.Keller@Swisslog.com

Brandon Langdon, Regional Manager

11494 Luna Rd, Ste 250, Dallas, TX 75234

214-244-7660 Cell

303-373-7979 Office

Brandon.Langdon@Swisslog.com

Robert Steelman, Vice President

903-784-5783 x7104 Office

PROPOSAL: 0002504E CN: 6654 DATE: September 11, 2014

Work by Swisslog Translogic

Multiple Upgrade Options

Control Center / Software Upgrade to TL2013

Swisslog Translogic Corporation proposes to furnish all labor, materials and supplies required to upgrade your current system to TL2013. This upgrade will bring your system to the current version of software with a new control center computer.

Included in proposal:

- TL2013 License Fee
- System Computer Includes:
 - Windows 7 Professional
 - 2.2Ghz Dual Core Processor
 - 250 GB Hard Drive
 - 4 GB RAM
 - DVD -/+ RW
 - 2 USB Ports
 - 3 PCI Slots, full height
- Power Supply, Back up
- 19" Flat Monitor
- Ink Jet Printer
- CIA Box
- Rocket Port Card
- All cables, discs, mousepads and misc. needed for computer

The software is compatible with all the newest Swisslog features, has improved system views and includes DataPak for reporting. The new features include Radio Frequency Identification (RFID), WhoTube card swipe support, Ethernet communications, Empty Storage/Empty Call, Variable Speed Technology, Automated System Recovery and is compatible to run the new Nexus Control Panel. Your system will be capable of adding any of these features once the TL2013 software is installed.

INSTALLATION SCHEDULE

To be coordinated with Owner's Representative upon acceptance of proposal.

PROPOSAL PRICING

Control Center / Software Upgrade to TL2013 (Stand Alone Desktop PC)

Swisslog Translogic will provide this service for **\$14,878.**

PROPOSAL: 0002504E CN: 6654 DATE: September 11, 2014

QUALIFICATIONS TO PROPOSAL

Work to be performed by	Swisslog	Others	N/A
Properly installing pneumatic tube system (PTS)	X		
Receiving and unloading PTS material		X	
Storing PTS material		X	
Provide VPN/Network access for SCC.		X	
Installing, terminating, and labeling of IT/Ethernet data drops at each equipment location and connection into the Owner's network.		X	
Installing, terminating and labeling communication cable; tie wrapped to the tubing (communication cable provided by Swisslog)			X
Installing, terminating and labeling communication cable; pulled in conduit (communication cable provided by Swisslog)			X
Core drilling holes in floors and walls for PTS installation			X
Patching of core holes for PTS installation			X
Cutting holes in walls for PTS tubing installation			X
Patching and fireproofing wall penetrations for tubing installation			X
Removal and repair of ceiling tiles			X
Supply and installation access panels			X
Furring-in stations and risers (stud, drywall and finish)			X
Lift services (elevator, hoist, or crane) for labor and materials.			X
Removal and repair of existing walls, wall coverings, shafts, ceilings, floor coverings, etc.			X
Connection of emergency back-up single-phase, 115 VAC, 3 amp power to terminal strips in each station, transfer unit, and blower.			X
Connection of emergency back-up 3-phase, 230/460 VAC power through a disconnect to terminal strips in each blower.			X
Modifications to the existing structural, electrical, and mechanical systems as needed for the installation of the Swisslog Translogic tubing and equipment			X
All activities relating to providing trench for underground tubing; e.g. pavement cutting, trenching, relocating other equipment, landscape alteration, trench stabilization, water free and clean at all times, backfill, landscaping, repaving, hole coring, etc.			X
All activities, including additional labor and materials associated with owner's infection control policies. Includes air scrubbers and sterile clean up.			X
Provide dust partitions, where required			X
Disposal of debris into owner provided on site dumpster.	X		
Provide ACAD files for project documents.			X
3D coordination services.			X
Provide and install seismic bracing.			X
Seismic bracing design and engineering.			X
Sealed and stamped engineering drawings and submittals.			X
Permits, fees and licenses			X
Performance and payment bond			X
Sales tax		X	

All labor is to be performed on straight time, if work is required at others times, the premium portion of the work will be billed as an extra. Asbestos Abatement, if required, will be contracted and executed outside of the TransLogic contract.

PROPOSAL: 0002504E**CN: 6654****DATE: September 11, 2014****General Terms & Conditions***December 1, 2008*

1) Terms of Payment: Translogic Corporation d.b.a. Swisslog Healthcare Solutions, hereafter referred to as "Seller", requires an initial payment of 20% of the contract price upon acceptance. The invoice to cover this will be issued within 5 days of the date of contract acceptance. Seller reserves the right to render invoices from time to time as the work progresses for engineering, labor and installation and for materials delivered and stored on site or reasonable alternative location. All invoices shall be due and payable in United States currency, free of exchange, collection, or any other charges, net 30 days. Customer agrees to make payment to the address specified on the Seller's invoices. Should the customer's ability to pay fall under questions, Seller shall be entitled to suspend work and/or avail itself of other legal remedies. In cases of delinquency, the customer shall pay Seller the highest legal rate of interest on the delinquent amount. Such interest will commence accruing on the thirty-first (31st) day following the invoice date, or set out in alternative terms of payment by the Seller. The customer agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply such information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status.

2) Acceptance of Terms: This proposal shall become a binding contract when properly executed by the customer, and by an officer of Seller at Seller's corporate office in Denver, Colorado, or by Seller's written acceptance of customer's purchase order referencing this proposal from the Denver, Colorado office. Such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect and shall prevail over any inconsistent provision of said order.

No waiver, alterations, or modifications of the terms and conditions of this document shall be binding unless in writing and signed by an authorized representative of Seller at the corporate office in Denver, Colorado.

3) Certification: The persons whose signatures appear hereon certify that to the best of their knowledge and belief, the proposed pricing is not the result of any agreement, arrangement of understanding between the Seller and any other manufacturer or seller of like systems, and that the prices, terms, or conditions thereof have not been communicated by or on the behalf of Seller to any such person and will not be communicate to any such person prior to the closing of that sale.

4) Governing Law: Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the state in which the project is located.

5) Legal Fees: Should any proceedings be instituted by Seller to recover any monies due and/or to become due hereunder, and/or possession of the equipment, Customer shall pay, in addition to any other sums required pursuant to this contract, a reasonable sum as attorney's fees, collection agency fees, court costs, interest, disbursements and repossession expenses (including, but not limited to, removal and transportation charges and expenses).

6) Cancellation and Suspension: Any contract resulting from this proposal is subject to cancellation or instructions to suspend work only upon agreement to pay Seller an equitable adjustment charge.

7) Work by Others: Except as otherwise specified herein, the Customer is to furnish, install and/or bear the expense of any or all of the following work or services, items A through J inclusive, required for installation and operation of the equipment herein specified.

- a) Safe and convenient storage space for Seller's material convenient to the place of installation.
- b) Adequate bench and work room for installation crew and any necessary artificial light and elevator service.
- c) Hoisting, light, heat, power and water required by Seller in the performance of its work.
- d) Foundations, excavations, backfill, alterations to buildings, machinery and equipment, cutting and repair of floor, wall, ceiling and roof openings, access panels, sleeves, removal and replacement of ceilings, furring, sound insulation, all in accordance with Seller drawings and instructions.
- e) Preparing, keeping clear and cleaning the site of installation.

PROPOSAL: O002504E**CN: 6654****DATE: September 11, 2014**

- f) Electric power, compressed air, water, fuel, wiring and piping necessary to connect to the equipment furnished by Seller to Seller tools.
- g) All licenses and building permits; and compliance with any related rules, regulations, ordinances and statutes.
- h) Safety devices, guards and enclosures.
- i) Paint or protective covering, other than Seller standard factory finish.
- j) Duty, export packing, customs and other charges incident to shipment outside continental United States (Alaska and Hawaii shall be considered outside continental United States).
- 8) Delays: Seller shall not be liable for delays occasioned by non-receipt of timely, complete and accurate information from the Customer, delays in drawing approval, changes and/or interruptions resulting from acts of the Customer, or any other causes beyond its control.
- 9) Force Majeure: Seller shall not be responsible or in any manner liable, in damages or otherwise, for delays or failure to perform this contract caused by acts of God, fire, flood, accidents at the factories; on the part of suppliers from which materials are ordered for this work, or in the locality where the work is to be performed, failures or defaults of subcontractors or suppliers; or any governmental order or regulation affecting the performance of this contract by Seller in whole or in part; or any other contingency beyond the control of Seller.
- 10) SINCE THE PRICE OF SELLER'S PRODUCT DOES NOT INCLUDE THE COST OF ANY POSSIBLE LOSS OR LIABILITY ARISING OUT OF CLAIMS FOR SPECIAL INCIDENTAL AND CONSEQUENTIAL DAMAGES OR ANY RESERVE OR INSURANCE THEREFORE, SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SUCH DAMAGES OF ANY KIND, WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, LATE DELIVERIES OR NEGLIGENCE OR OTHER TORT.
- 11) Extended Completion: If the installation is delayed by the Customer or by any cause beyond the control of Seller, the entire purchase price, less the amount estimated by Seller for any uncompleted work, shall become due and payable 60 days from shipment or from the date material is ready for shipment. Seller agrees to complete the work at a later date at prices prevailing at the time the work is performed.
- 12) Warranty: Seller warrants that the equipment covered by this proposal is free from defects in material and workmanship under normal service. Equipment found to be defective in material or workmanship will be repaired or replaced without charge if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions, and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action, or to normal wear or tear. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, expressed or implied. There are no implied warranties of merchantability or of fitness for a particular purpose. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel or by written authority from Seller.
- 13) Examination for System Acceptance: If installation has been performed or supervised by Seller, the Customer and Seller shall within five days of notice of completion, each appoints a representative to examine the workmanship and material and test the capacity of the equipment. Customer shall provide the necessary power and facilities. Upon decision of the representatives that the provisions of the contract have been fulfilled, Customer agrees to accept the equipment and make full payment as herein provided. Failure of the Customer to appoint such representative and/or furnish the necessary power and facilities for the examination and test shall constitute acceptance by the Customer of the equipment as complete and successful. Beneficial use of the system by the Customer shall also constitute acceptance.
- 14) Property Insurance: Until full payment shall have been made to Seller, customer shall insure with such company as Seller shall approve and in an amount equal to their full replacement value, Seller's materials on its premises against all loss, including loss or damage caused by fire, water, theft, vandalism or any other causes, with losses payable to Seller and Customer as their interest may appear.

PROPOSAL: 0002504E CN: 6654 DATE: September 11, 2014

15) Liability Insurance: Seller agrees to carry Workmen's Compensation and General Liability Insurance with a responsible insurer, and will, upon request, furnish satisfactory evidence of such coverage together with the limits of liability.

16) Software License: Seller retains ownership of the software and will grant a nonexclusive license to use the software to the owner of the system or equipment covered by this proposal. A copy of the license agreement is attached or available upon request

17) Hazardous Materials: Seller will not assume responsibility for dealing in any manner with asbestos or other hazardous materials. By acceptance of this proposal, the customer certifies that the work areas are safe and free of actionable levels of asbestos or other hazardous materials, as defined by regulatory authorities, and that the customer will assume full responsibility for asbestos or other hazardous materials encountered during the installation. all arrangements and expenses required for asbestos and other hazardous material inspections, testing monitoring, abatement, containment, etc., will be by the Customer.

End Terms & Conditions

PROPOSAL: 0002504E	CN: 6654	DATE: September 11, 2014
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Option A – Upgrade 4 Stations to Nexus Control Panels

Swisslog Translogic will upgrade the current stations using the obsolete 2 piece IQ board to the Nexus Control Panel. This full color touch screen panel will can be placed on the current serial communication cable or upgraded to Ethernet connections. We recommend putting the control center on the network and upgrading the entire system to Ethernet Communication and eliminating the current old communication cable. The ~~hospital~~ would be required to place the control center on the network and provide Ethernet drops at the control center and each station. The price to upgrade to the Nexus Control Panel using the current communication cable is an additional **\$11,011**. We will upgrade the panels using the Ethernet connection instead of **\$10,200**. The Ethernet communication is more reliable and provides a savings of \$811.

Option A – Upgrade Transfer Units and Blower to Ethernet Communication

Swisslog Translogic will upgrade the boards in the blower and transfer units to work with Ethernet Communication. This will provide a new control board for each unit. The control center does have to be on the network and the ~~hospital~~ ^{County} must provide Ethernet drops at the blower and each transfer unit. The price to upgrade these additional units to Ethernet is **\$1,850**.

The total upgrade to new software, Nexus Control Panels and converting to Ethernet communication is \$26,928. Your system will then be running on current technology.

PROPOSAL: 0002504E CN: 6654 DATE: September 11, 2014

PROPOSAL ACCEPTANCE AND CONDITIONS

Proposal expires if not accepted within **sixty (60)** days after proposal date.

Proposal **includes** all freight expenses. Applicable sales and use taxes are **excluded**; the exclusion is based on the customer's representation that it is exempt from any government tax levy. Should Swisslog TransLogic Corporation be required to pay sales, use or any similar taxes excluded on the work covered by this proposal, customer agrees to reimburse for same.

Proposal is based on labor performed during regular working hours. This proposal, including the terms and conditions on the attached page, when accepted by customer and seller in writing below, shall constitute the entire agreement between both parties, and all prior agreements not incorporated herein are superseded.

Submitted by:

Accepted by:

Swisslog/Translogic Corporation _____

Signature

Signature

Danny Keller _____

Full Name

Full Name

Regional CS Sales Manager _____

Title

Title

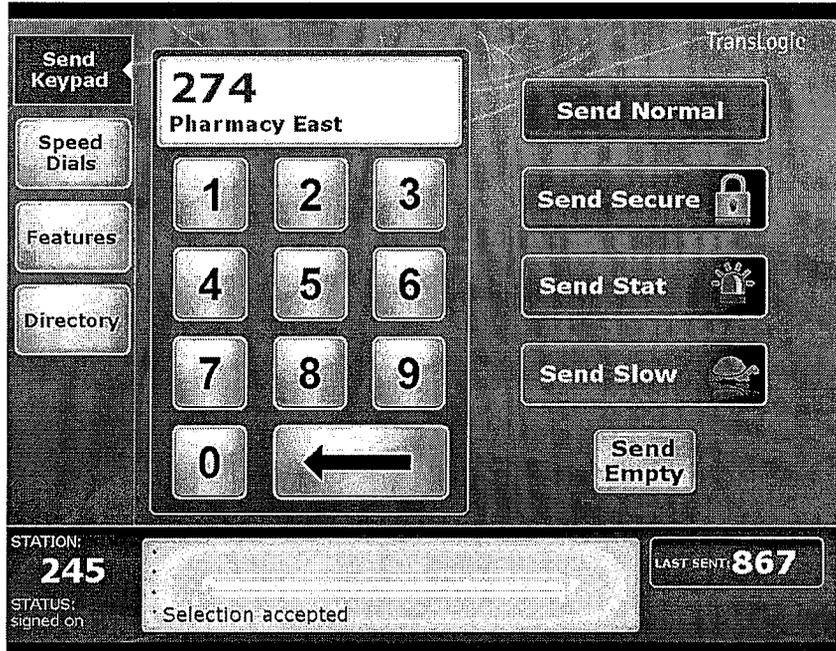
Date

11494 Luna Rd, Ste 250
 Dallas, TX 75234
 (972) 890-7433
 (303) 375-5705
danny.keller@swisslog.com for email.

Customer Purchase Order #
 Our legal name is "**Translogic Corporation**",
 DBA "**Swisslog Healthcare Solutions**".
 Please issue your contract or PO in that name.

SWISSLOG SPECIFICATIONS

NEXUS CONTROL PANEL FOR PNEUMATIC TUBE SYSTEMS



The Nexus Control Panel features an intuitive touch screen for logical and speedy access to station controls. It is a revolutionary departure from traditional control panels and the foundation of future advances in pneumatic tube system technology. The design was influenced by hospital personnel, resulting in user-friendly technology ideally suited to busy hospital environments.

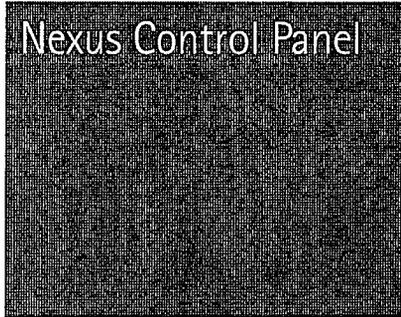
Intuitive Controls for Easier Navigation

Unlike traditional control panels, which require manual drill-down for accessing various functions, the Nexus Control Panel gives users an ATM-like touch screen. The screen features pre-programmed speed dials, or Quick Keys, that make tube system users more efficient and productive. Everything the user needs is just a finger touch away. Important messages, such as station arrival of a secure carrier, are displayed with vibrant colors and large type that the user can see from a distance. The Nexus Control Panel's touch screen makes using the pneumatic tube system easier and faster than traditional control panels, while enabling special functions to be more readily accessed.

Features & Benefits

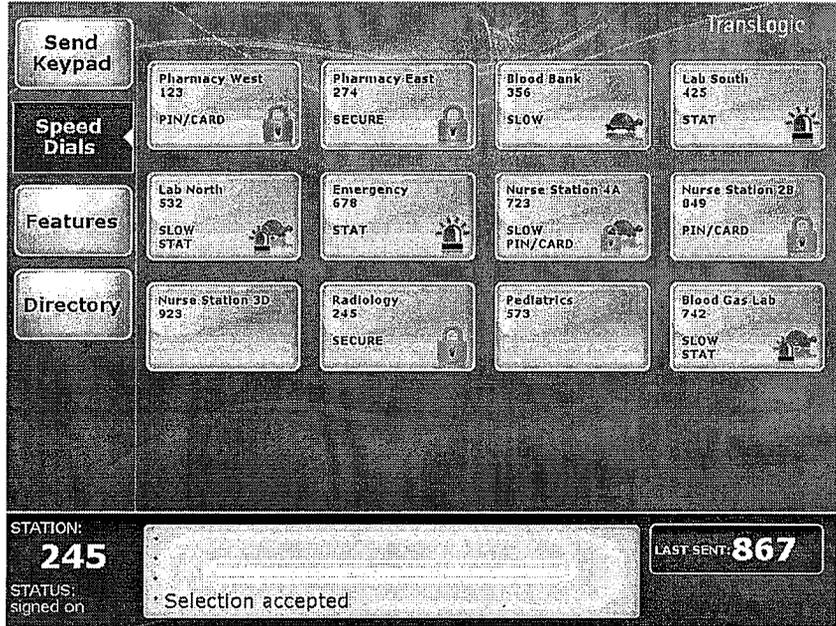
- > Ease of navigation means more efficient transport – The intuitive touch screen enables faster access to normal and special functions.
- > Large color screen for clear visibility and readability – A vibrant 10-inch color display with large lettering enables easy-to-use commands.
- > Special function Quick Keys for faster processing – Special types of transactions, such as secure, STAT and slow, can now be designated on pre-programmed Quick Keys.
- > Configurable to any pneumatic tube system recessed station – Adaptable to 4-inch and 6-inch Swisslog, Quantum or competitive stations.
- > Built-in security features – Access is limited to authorized users with PIN codes and support for optional security access badge readers is available.

swisslog



Functions & Options

Simple controls let users customize settings, which can also be centrally administered at the system control center. Diagnostic functions and control panel options such as audio levels, display contrast and station information can also be displayed.



Easy Installation

The new touch screen control panel is easily installed. Hospitals can mix and match station control panels to suit their needs. For example, the current I.Q. Control Panel can be used at some stations, while other stations can be equipped with the Nexus Control Panel.

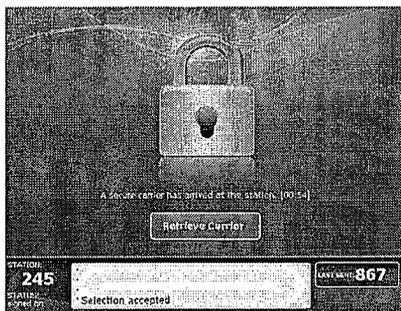
Specifications

Application:

- > 4-inch and 6-inch systems
- > Translogic, Quantum or competitive systems
- > Retrofitted to existing station
- > Can be added one at a time

Minimum Requirements:

- > TL 2009 system control center software
- > Ethernet communications



Due to ongoing improvement programs, Swisslog reserves the right of production or design change without notice or obligation.

For More Information in North America:

Swisslog Healthcare Solutions
 Email: healthcare@swisslog.com
 USA: 800.764.0300 | Canada: 877.294.2831 or 905.629.2400



WWW.SWISSLOG.COM

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NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	97.95	399507	97.95**
ROAD & BRIDGE PCT.#1			
BASE SEAL	793.00	399415	
CARQUEST AUTO PARTS # 96	199.98	399423	
COBURN'S, BEAUMONT BOWIE (1)	552.00	399428	
ENTERGY	649.40	399445	
OFFICE DEPOT	511.78	399475	
TRI-CON, INC.	4,538.97	399506	
WASTE MGT. GOLDEN TRIANGLE, INC.	71.96	399514	
ACORN STEEL	187.00	399535	
A-1 MAIDA FENCE CO.	105.00	399540	
UNITED STATES POSTAL SERVICE	.41	399547	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	797.05	399564	
MARTIN PRODUCT SALES LLC	18,852.32	399595	
HLAVINKA EQUIPMENT COMPANY	10.77	399600	
ASCO	297.61	399671	
			27,567.25**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	335.96	399407	
ENTERGY	713.48	399445	
PHILPOTT MOTORS, INC.	53.96	399478	
KNIFE RIVER	190.82	399599	
ATSCO	225.00	399611	
			1,519.22**
ROAD & BRIDGE PCT. # 3			
APAC, INC. - TROTTI & THOMSOM	582.96	399407	
MUNRO'S	34.13	399473	
STEWART & STEVENSON, INC.	446.00	399499	
W. JEFFERSON COUNTY M.W.D.	41.19	399520	
			1,104.28**
ROAD & BRIDGE PCT.#4			
GREATER PORT ARTHUR	125.00	399443	
ENTERGY	12.21	399445	
CASH ADVANCE ACCOUNT	696.80	399458	
M&D SUPPLY	434.51	399465	
MUNRO'S	77.70	399473	
OFFICE DEPOT	.00	399475	
OIL CITY TRACTORS, INC.	102.74	399476	
TRI-CON, INC.	125.18	399506	
WASTE MGT. GOLDEN TRIANGLE, INC.	60.20	399514	
W. JEFFERSON COUNTY M.W.D.	201.05	399520	
UNITED STATES POSTAL SERVICE	12.54	399547	
LANSDOWNE-MOODY CO	173.67	399589	
FIRETROL PROTECTION SYSTEMS, INC.	339.25	399619	
TEXAS LEGISLATIVE BLACK CAUSUS	125.00	399715	
			2,235.49**
PARKS & RECREATION			
ENTERGY	1,830.51	399445	
AT&T	28.89	399498	
W. JEFFERSON COUNTY M.W.D.	50.26	399520	
			1,909.66**
GENERAL FUND			
JAMES HUGH MCKINNEY			
	250.00	399716	250.00*
TAX OFFICE			
GUARDIAN FORCE	153.00	399398	
OFFICE DEPOT	257.09	399475	
PITNEY BOWES, INC.	1,473.00	399481	
ACE IMAGEWEAR	20.69	399494	
SOUTHEAST TEXAS WATER	254.45	399496	
AT&T	101.10	399498	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	659.10	399547	
UNITED STATES POSTAL SERVICE	18.10	399548	
CUMMINS-ALLISON CORP	1,227.00	399661	4,163.53*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	270.00	399416	
PINNACLE EMPLOYEE TESTING	45.00	399480	
PRE CHECK, INC.	225.75	399541	
UNITED STATES POSTAL SERVICE	12.57	399547	553.32*
AUDITOR'S OFFICE			
FED EX	49.40	399439	
UNITED STATES POSTAL SERVICE	88.71	399547	138.11*
COUNTY CLERK			
OFFICE DEPOT	442.86	399475	
UNITED STATES POSTAL SERVICE	300.31	399547	
UNITED STATES POSTAL SERVICE	92.51	399548	
CANON FINANCIAL SERVICES INC	567.00	399669	1,402.68*
COUNTY JUDGE			
LAIRO DOWDEN, JR.	500.00	399432	
JAN GIROUARD & ASSOCIATES	400.00	399441	
OFFICE DEPOT	68.58	399475	
UNITED STATES POSTAL SERVICE	1.71	399547	970.29*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	4.66	399547	4.66*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	236.65	399547	
LEXISNEXIS- ACCURINT	120.00	399626	356.65*
PRINTING DEPARTMENT			
OFFICE DEPOT	55.62	399475	55.62*
PURCHASING DEPARTMENT			
UNITED PARCEL SERVICE	35.32	399508	
UNITED STATES POSTAL SERVICE	14.07	399547	49.39*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	399398	
HERNANDEZ OFFICE SUPPLY, INC.	120.35	399450	
CASH ADVANCE ACCOUNT	100.00	399458	
INTERFACE EAP	1,694.55	399528	
VERIZON WIRELESS	303.92	399545	
LEXISNEXIS- ACCURINT	120.00	399626	
DYNAMEX INC	224.38	399683	
SPOK INC	3.00	399703	2,602.20*
DATA PROCESSING			
LINOMA SOFTWARE	1,000.00	399594	
LEXISNEXIS- ACCURINT	240.00	399626	
SPOK INC	12.05	399703	1,252.05*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	249.06	399547	
CLEAR CHANNEL RADIO BEAUMONT	2,262.00	399550	
MICHELLE FARNIE	10.08	399670	
ALICIA MONK	6.16	399693	2,527.30*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	1,359.44	399537	
VERIZON WIRELESS	4,567.97	399544	
UNITED STATES POSTAL SERVICE	270.24	399547	
SIERRA SPRING WATER CO. - BT	5.99	399549	
			6,203.64*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	196.00	399458	
OFFICE DEPOT	599.98	399475	
TRIANGLE BLUE PRINT CO., INC.	28.00	399505	
UNITED STATES POSTAL SERVICE	299.13	399547	
UNITED STATES POSTAL SERVICE	1.67	399548	
LEXISNEXIS- ACCURINT	480.00	399626	
			1,604.78*
DISTRICT CLERK			
OFFICE DEPOT	206.09	399475	
UNITED STATES POSTAL SERVICE	141.78	399547	
			347.87*
CRIMINAL DISTRICT COURT			
TODD W. LEBLANC	800.00	399400	
DAVID W BARLOW	4,167.00	399413	
THOMAS J. BURBANK, P.C.	350.00	399420	
COURT REPORTERS CERT BOARD	310.00	399430	
DONALD W. DUESLER & ASSOC.	8,334.00	399434	
RICARDO VEGA	100.00	399510	
RENE MULHOLLAND	1,653.85	399511	
RONALD E. LANIER	600.00	399532	
KEVIN S. LAINE	700.00	399533	
UNITED STATES POSTAL SERVICE	37.75	399547	
RAQUEL WEST	8,334.00	399560	
JASON ROBERT NICKS	800.00	399628	
JAMES R. MAKIN, P.C.	499.31	399635	
C. HADEN CRIBBS JR., PC	8,334.00	399649	
			35,019.91*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	19.85	399547	
			19.85*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.84	399547	
			2.84*
172ND DISTRICT COURT			
HERBERT L. JAMISON & CO.	1,727.93	399456	
			1,727.93*
252ND DISTRICT COURT			
DAVID W BARLOW	750.00	399412	
DAVID W BARLOW	4,167.00	399413	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	96,262.50	399414	
THOMAS J. BURBANK, P.C.	825.00	399420	
TERRENCE HOLMES	900.00	399452	
MIKE VAN ZANDT	8,334.00	399509	
BRACK JONES JR.	8,333.33	399529	
RONALD E. LANIER	800.00	399532	
CHARLES ROJAS	200.00	399538	
UNITED STATES POSTAL SERVICE	270.09	399547	
SHEIGH SUMMERLIN	1,655.83	399584	
SHEIGH SUMMERLIN	8,333.33	399585	
JAMES R. MAKIN, P.C.	2,152.50	399635	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	399640	
SAMUEL & SON LAW FIRM PLLC	900.00	399705	
			134,478.58*
279TH DISTRICT COURT			
PHILLIP DOWDEN	1,075.00	399405	
UNITED STATES POSTAL SERVICE	.41	399547	
TONYA CONNELL TOUPS	500.00	399605	
RONALD PLESSALA	1,050.00	399614	
STEFANIE L. ADAMS, ATTORNEY AT LAW	150.00	399633	

NAME	AMOUNT	CHECK NO.	TOTAL
MATUSKA LAW FIRM	225.00	399688	3,000.41*
317TH DISTRICT COURT			
GAYLYN COOPER	325.00	399399	
PHILLIP DOWDEN	975.00	399405	
LINDA C. CANSLER	325.00	399422	
TRAVIS EVANS	325.00	399437	
JIMMY D. HAMM	375.00	399449	
TERRENCE HOLMES	650.00	399452	
HERBERT L. JAMISON & CO.	1,727.93	399457	
MARVA PROVO	500.00	399482	
ANITA F. PROVO	2,700.00	399484	
KEVIN PAULA SEKALY PC	525.00	399493	
KEVIN S. LAINE	325.00	399533	
KEVIN S. LAINE	500.00	399534	
CHARLES ROJAS	150.00	399538	
UNITED STATES POSTAL SERVICE	7.20	399547	
GLEN M. CROCKER	225.00	399551	
JOEL WEBB VAZQUEZ	75.00	399571	
JUDY PAASCH	2,233.33	399574	
TONYA CONNELL TOUPS	75.00	399605	
RONALD PLESSALA	650.00	399614	
JONATHAN L. STOVALL	150.00	399632	
STEFANIE L. ADAMS, ATTORNEY AT LAW	300.00	399633	
TERRENCE ALLISON	500.00	399665	
WILLIAM FORD DISHMAN	75.00	399682	
MATUSKA LAW FIRM	410.00	399688	14,103.46*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	39.13	399475	
TEXAS STATE UNIVERTY/SAN MARCOS	150.00	399497	
UNITED STATES POSTAL SERVICE	39.42	399547	
LEXISNEXIS- ACCURINT	120.00	399626	348.55*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	.98	399547	
LEXISNEXIS- ACCURINT	120.00	399626	120.98*
JUSTICE COURT-PCT 2			
TEXAS JUSTICE CT.JUDGES ASSOC., INC.	75.00	399587	
LEXISNEXIS- ACCURINT	120.00	399626	
THOMSON REUTERS-WEST	68.00	399672	263.00*
JUSTICE COURT-PCT 4			
LEXISNEXIS- ACCURINT	120.00	399626	120.00*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	76.94	399475	
UNITED STATES POSTAL SERVICE	30.73	399547	
LEXISNEXIS- ACCURINT	120.00	399626	227.67*
JUSTICE COURT-PCT 7			
CDW COMPUTER CENTERS, INC.	86.72	399537	
LEXISNEXIS- ACCURINT	120.00	399626	33.28*
JUSTICE OF PEACE PCT. 8			
CDW COMPUTER CENTERS, INC.	393.99	399537	
UNITED STATES POSTAL SERVICE	371.53	399548	
LEXISNEXIS- ACCURINT	120.00	399626	885.52*
COUNTY COURT AT LAW NO.1			
JONES MCCLURE PUBLISHING, INC.	86.00	399462	86.00*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
BRUCE W. COBB	250.00	399427	
OFFICE DEPOT	316.04	399475	
CHARLES ROJAS	550.00	399538	
UNITED STATES POSTAL SERVICE	28.09	399547	
LEXISNEXIS- ACCURINT	60.00	399626	
COUNTY COURT AT LAW NO. 3			1,204.13*
MIKE CICHOWSKI	250.00	399424	
TRAVIS EVANS	500.00	399437	
MARVA PROVO	600.00	399482	
NATHAN REYNOLDS, JR.	250.00	399485	
CHARLES ROJAS	250.00	399538	
UNITED STATES POSTAL SERVICE	36.13	399547	
CAROLYN WIEDENFELD	250.00	399556	
LEXISNEXIS- ACCURINT	60.00	399626	
THE PARKER LAW FIRM	250.00	399627	
COURT MASTER			2,446.13*
UNITED STATES POSTAL SERVICE	1.62	399547	
MEDIATION CENTER			1.62*
MARKET BASKET	222.75	399467	
SOUTHEAST TEXAS WATER	29.80	399496	
LEADERSHIP SOUTHEAST TEXAS	750.00	399530	
JASON'S DELI	427.98	399539	
UNITED STATES POSTAL SERVICE	7.31	399547	
KARA HAWTHORN	98.56	399637	
ALTERNATIVE SCHOOL			1,536.40*
HILO / O'REILLY AUTO PARTS	15.14	399396	
FAST SIGNS, INC.	69.18	399438	
SHERIFF'S DEPARTMENT			84.32*
TRUCKVAULT, INC.	1,977.00	399408	
ENTERGY	996.31	399445	
JEPPESEN & SANDERSON	1,661.00	399459	
MOORMAN & ASSOCIATES, INC.	150.00	399472	
OFFICE DEPOT	326.94	399475	
SABINE NECHES CHIEFS ASSOCIATION	250.00	399488	
AT&T	62.08	399498	
WASTE MGT. GOLDEN TRIANGLE, INC.	75.85	399514	
KEESHA GUILLORY	300.00	399536	
CDW COMPUTER CENTERS, INC.	129.17	399537	
UNITED STATES POSTAL SERVICE	1,116.98	399547	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	399552	
CHILD ABUSE & FORENSIC SERVICES	1,900.00	399553	
LOWE'S HOME CENTERS, INC.	522.29	399555	
FIVE STAR FEED	470.90	399566	
STANLEY SHIPPER	250.60	399567	
CODE BLUE	1,518.00	399570	
COBAN TECHNOLOGIES INC	517.00	399636	
SOUR LAKE VETERINARY CLINIC	28.00	399658	
SORENSEN FORENSIC	2,520.00	399659	
SILSBEE FORD INC	2,105.49	399684	
CRIME LABORATORY			16,910.56*
GUARDIAN FORCE	113.00	399398	
AGILENT TECHNOLOGIES	81.50	399403	
SWAFS	650.00	399487	
HENRY SCHEIN, INC.	127.64	399491	
WASTE MGT. GOLDEN TRIANGLE, INC.	69.89	399515	
EFFECTIVE ENVIRONMENTAL	3,190.00	399578	
AIRGAS SOUTHWEST	76.00	399610	
RDB SERVICES	500.00	399648	
JAIL - NO. 2			4,808.03*

NAME	AMOUNT	CHECK NO.	TOTAL
AAA LOCK & SAFE	97.50	399395	
HILO / O'REILLY AUTO PARTS	101.91	399396	
BELL FENCE MFG. CO.	539.95	399418	
CITY OF BEAUMONT - WATER DEPT.	8.00	399425	
CITY OF BEAUMONT - WATER DEPT.	8.00	399426	
COBURN'S GROVES (5)	56.92	399429	
ENTERGY	222.13	399445	
HERNANDEZ OFFICE SUPPLY, INC.	1,503.02	399450	
JONES MCCLURE PUBLISHING, INC.	315.80	399462	
M&D SUPPLY	147.08	399465	
MCNEILL INSURANCE AGENCY	142.00	399469	
SANITARY SUPPLY, INC.	341.00	399490	
SCOOTER'S LAWNMOWERS	999.99	399492	
SHERWIN-WILLIAMS	1,789.37	399495	
LOWE'S HOME CENTERS, INC.	730.42	399555	
LONE STAR UNIFORMS, INC.	18,271.10	399557	
TASER INTERNATIONAL	1,645.42	399573	
TENNESSEE AIRCRAFT COMPANY	1,750.80	399579	
FIRETROL PROTECTION SYSTEMS, INC.	2,178.93	399619	
CARPENTER AVIONICS INC	966.48	399657	
CONSTELLATION NEWENERGY - GAS DIVIS	3,356.06	399666	
KROPP HOLDINGS INC	308.01	399677	
ENTERPRISE RENT A CAR COMPANY	80.50	399697	
WESTERN RESERVE PORT AUTHORITY	9.86	399712	
JUVENILE PROBATION DEPT.			35,570.25*
ELAINE MADOLE	120.40	399466	
OFFICE DEPOT	16.71	399475	
CHERYL TARVER	134.40	399525	
UNITED STATES POSTAL SERVICE	99.15	399547	
SHANNA CITIZEN	106.96	399558	
JENNIFER SOLANO	134.40	399559	
LATASHA DILL	127.12	399582	
KESHA NIXON	142.80	399591	
RASHUNDA FLETCHER	103.04	399613	
ROSE CHAISSON	74.48	399620	
DEANDRIA CHARLES	196.47	399621	
CLINTON DEROUEN	92.40	399652	
WILBERT PIERRE	103.04	399654	
DURWARD MINOR	67.76	399678	
VICTOR CANTU	86.80	399681	
JOSH CUYOS	106.96	399690	
SPOK INC	48.20	399703	
JUVENILE DETENTION HOME			1,761.09*
ENTERGY	8,087.13	399445	
SAM HOUSTON STATE UNIVERSITY	175.00	399489	
AT&T	691.45	399498	
WASTE MGT. GOLDEN TRIANGLE, INC.	452.59	399514	
OAK FARM DAIRY	245.15	399531	
FLOWERS FOODS	86.71	399569	
CONSTABLE PCT 1			9,738.03*
UNITED STATES POSTAL SERVICE	59.03	399547	
LEXISNEXIS- ACCURINT	120.00	399626	
CONSTABLE-PCT 2			179.03*
WATCH GUARD VIDEO	150.00	399603	
LEXISNEXIS- ACCURINT	120.00	399626	
CONSTABLE-PCT 4			270.00*
LEXISNEXIS- ACCURINT	120.00	399626	
CONSTABLE-PCT 6			120.00*
KAY ELECTRONICS, INC.	11.50	399463	
UNITED STATES POSTAL SERVICE	23.31	399547	
LEXISNEXIS- ACCURINT	120.00	399626	
CONSTABLE PCT. 7			154.81*

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS- ACCURINT	120.00	399626	120.00*
CONSTABLE PCT. 8			
OFFICE DEPOT	157.63	399475	
LEXISNEXIS- ACCURINT	120.00	399626	277.63*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	8,750.00	399411	
ISI COMMERCIAL REFRIGERATION	1,490.04	399453	
FMMS HOLDINGS OF TEXAS LLC	49,600.00	399653	59,840.04*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	727.42	399475	
BARBARA EVANS	80.08	399617	
M J EBELING	42.00	399663	
EMILEE BEAN	112.00	399680	961.50*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	399404	
CALVARY MORTUARY	1,750.00	399421	
ENTERGY	70.00	399448	
PETTY CASH - N C WELFARE	64.46	399477	
AUSTIN CECIL WALKES MD PA	2,932.58	399512	
UNITED STATES POSTAL SERVICE	97.60	399547	
TINA CHAMPAGNE	33.60	399612	
TEXAS MEDICAL BOARD	451.00	399615	
LEXISNEXIS- ACCURINT	120.00	399626	
HEB FOOD DRUG	45.00	399664	
SPOK INC	22.84	399703	5,627.08*
HEALTH AND WELFARE NO. 2			
PHYSICIAN SALES & SERVICE, INC.	52.75	399479	
AUSTIN CECIL WALKES MD PA	2,932.58	399512	
WASTE MGT. GOLDEN TRIANGLE, INC.	69.89	399517	
VICKIE MCINTYRE	232.96	399526	
UNITED STATES POSTAL SERVICE	240.10	399548	
TEXAS MEDICAL BOARD	451.00	399615	
LEXISNEXIS- ACCURINT	120.00	399626	
SPOK INC	7.70	399703	4,106.98*
CHILD WELFARE UNIT			
DISA, INC.	444.00	399433	
BEAUMONT OCCUPATIONAL SERVICE, INC.	197.70	399552	
J.C. PENNEY'S	150.00	399554	
KEYANA HAILEY PAYEE	20.00	399562	
TYMIR WILSON PAYEE	20.00	399590	
CHUMARI WILSON PAYEE	20.00	399592	
TAYLOR SAVOY PAYEE	20.00	399597	
TYLER SAVOY PAYEE	20.00	399598	
KVONNA RICHARD PAYEE	30.00	399601	
J'LYNN HENDRIX	20.00	399622	
JAYLISHA ARDOIN	20.00	399629	
DIAMOND DELFIERRO PAYEE	20.00	399634	
KRISTIN SIMONS PAYEE	50.00	399639	
ANTHONY DISOMBA PAYEE	20.00	399641	
AARON VINSON	20.00	399643	
CONNOR BELDEN	20.00	399644	
WILLIAM GILBERT	20.00	399645	
ALYJAH HALEY	20.00	399647	
RHONDA PRUDHOMME	20.00	399650	
BETTY PRICE	20.00	399655	
LAFRONIA BATISTE	50.00	399656	
ROBIN FRANK PAYEE	20.00	399660	
ARIANNA HALEY	20.00	399667	
QUINN DIXON PAYEE	20.00	399668	
HUNTER LACROIX	20.00	399674	
KAYANA SIMON PAYEE	20.00	399675	

NAME	AMOUNT	CHECK NO.	TOTAL
MAKAYLEE ANDERSON	20.00	399679	
ABBIE BLANDFORD	20.00	399687	
ASHANTI M MCCRAY	20.00	399691	
FATIMA ZAVALA	20.00	399692	
AAAYARRII CEASAR	20.00	399694	
TRELIN FARR	20.00	399695	
KARL GREEN PAYEE	20.00	399698	
TONI GREEN PAYEE	20.00	399699	
TYTIANNA WELLS SIGARST	20.00	399700	
WILLIAM GREEN	50.00	399701	
SIERRA M COLLAZO	20.00	399709	
OMARI COLEMAN PAYEE	20.00	399710	
ANDERSON GERVACIO PAYEE	15.00	399717	
HAILEE PETTY	15.00	399718	
JAMES PINKNEY PAYEE	15.00	399719	
JAYLYNN MCCRAY PAYEE	15.00	399720	
SKYLAR DANIELS PAYEE	20.00	399721	
T'AISHA HANCOCK PAYEE	15.00	399722	
ZETTAYVI L DONAHUE	15.00	399723	
			1,701.70*
ENVIRONMENTAL CONTROL			
CANON FINANCIAL SERVICES INC	214.00	399669	214.00*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	27,844.35	399676	27,844.35*
EMERGENCY MANAGEMENT			
SABINE NECHES CHIEFS ASSOCIATION	250.00	399488	250.00*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	72.00	399398	
JOHNSTONE SUPPLY	1,777.89	399401	
D&N SERVICES	120.00	399409	
BUILDING SPECIALTIES	174.40	399419	
COBURN'S, BEAUMONT BOWIE (1)	515.62	399428	
ECOLAB	209.95	399435	
W.W. GRAINGER, INC.	251.45	399442	
ENTERGY	6,390.30	399445	
M&D SUPPLY	114.42	399465	
MCCOWN PAINT & SUPPLY OF TEXAS	518.75	399468	
MOORE SUPPLY, INC.	412.89	399471	
SANITARY SUPPLY, INC.	1,096.22	399490	
ACE IMAGEWEAR	340.38	399494	
AT&T	946.21	399498	
WALKER SCALE & EQUIP. CO.	122.00	399513	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,437.46	399514	
WASTE MGT. GOLDEN TRIANGLE, INC.	158.24	399516	
WHOLESALE ELECTRIC SUPPLY CO.	549.64	399522	
WORTH HYDROCHEM	250.00	399523	
THOMAS A/C SUPPLY, INC.	990.00	399542	
OTIS ELEVATOR COMPANY	2,756.00	399568	
CENTERPOINT ENERGY RESOURCES CORP	234.99	399575	
CUSTOM FLOORING - VIDOR	350.00	399596	
AI FILTER SERVICE COMPANY	732.70	399646	
			20,521.51*
MAINTENANCE-PORT ARTHUR			
ENTERGY	5,125.46	399445	5,125.46*
MAINTENANCE-MID COUNTY			
ENTERGY	2,548.50	399445	
RITTER @ HOME	73.40	399486	
ACE IMAGEWEAR	27.91	399494	
AT&T	683.79	399498	
SUTHERLAND LUMBER CO.	21.00	399500	
W. JEFFERSON COUNTY M.W.D.	74.93	399520	
BUBBA'S AIR CONDITIONING	93.75	399524	
LOWE'S HOME CENTERS, INC.	403.37	399555	
			3,926.65*
SERVICE CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
AUDILET TRACTOR SALES	93.30	399410	
J.K. CHEVROLET CO.	95.67	399454	
JERRY'S AUTOMOTIVE	59.50	399460	
KINSEL FORD, INC.	609.21	399464	
M&D SUPPLY	25.32	399465	
TRI-CON, INC.	24,329.24	399506	
FIRST CALL	73.52	399561	
VOYAGER FLEET SYSTEM, INC.	35,922.23	399565	
BUMPER TO BUMPER	1,109.73	399572	
ROBERT'S TEXACO XPRESS LUBE	319.00	399616	
AMERICAN TIRE DISTRIBUTORS	944.15	399618	
UNIFIRST HOLDINGS INC	22.23	399624	
SILSBEE FORD INC	3,771.84	399684	
VETERANS SERVICE			67,374.94*
UNITED STATES POSTAL SERVICE	22.80	399547	
UNITED STATES POSTAL SERVICE	42.38	399548	
HILARY GUEST	242.40	399563	
			307.58*
			485,903.89**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	119.90	399396	
ADAPCO, INC.	114,472.80	399397	
W.W. GRAINGER, INC.	804.51	399442	
ENTERGY	646.03	399445	
MUNRO'S	98.95	399473	
RITTER @ HOME	25.46	399486	
SHERWIN-WILLIAMS	94.37	399495	
AT&T	29.75	399498	
TIME WARNER COMMUNICATIONS	69.82	399502	
TEXAS DEPT OF AGRICULTURE	12.00	399503	
TARGET SPECIALTY PRODUCTS	25,876.80	399638	
EMERGENCY POWER SERVICE	194.50	399651	
LAW LIBRARY FUND			142,444.89**
JAMES PUBLISHING, INC.	204.00	399455	
EMPG GRANT			204.00**
SOUTHEAST TEXAS WATER	9.95	399496	
JUVENILE TJPC-A-2014-123			9.95**
VICTORIA COUNTY JUVENILE SERVICES	4,200.00	399609	
SPOK INC	19.75	399703	
JUVENILE PROB & DET. FUND			4,219.75**
VICTORIA COUNTY JUVENILE SERVICES	3,025.00	399609	
IV-E FOSTER CARE			3,025.00**
VERIZON WIRELESS	58.91	399543	
COMMUNITY SUPERVISION FND			58.91**
CASH ADVANCE ACCOUNT	341.10	399458	
OFFICE DEPOT	195.36	399475	
TIME WARNER COMMUNICATIONS	80.19	399501	
WASTE MGT. GOLDEN TRIANGLE, INC.	279.56	399514	
WASTE MGT. GOLDEN TRIANGLE, INC.	559.12	399518	
UNITED STATES POSTAL SERVICE	129.83	399547	
UNITED STATES POSTAL SERVICE	359.78	399548	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	399607	
LEXISNEXIS- ACCURINT	120.00	399626	
JCCSC	420.00	399631	
TEXAS DEPT OF CRIMINAL JUSTICE CJAD	300.00	399689	
JEFF. CO. WOMEN'S CENTER			9,359.22**

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY	168.30	399465	
ROCHESTER ARMORED CAR CO INC	121.64	399630	
WASTEWATER TRANSPORT SERVICES LLC	248.00	399696	
SPOK INC	16.38	399703	554.32**
MENTALLY IMPAIRED OFFEND.			
TRAZARRA STELLY	221.76	399606	221.76**
LAW OFFICER TRAINING GRT			
BEAUMONT TROPHIES	160.60	399417	160.60**
COUNTY CLERK - RECORD MGT			
AT&T	111.03	399498	
MANATRON	10,595.97	399602	10,707.00**
COUNTY RECORDS MANAGEMENT			
LINDA MCMAHEN	449.85	399588	449.85**
CHEEK H2O & SEWER PHASE 3			
ACTION CIVIL ENGINEERS PLLC	18,000.00	399702	18,000.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	696.76	399458	
CLASSEN BUCK SEMINAR INC	113.00	399527	809.76**
CONST. PCT. 2 EDUCATION			
TEXAS COMMISSION ON LAW ENFORCEMENT	200.00	399608	200.00**
VAWA FUND			
KIMBERLY PHELAN, P.C.	500.00	399583	500.00**
HOTEL OCCUPANCY TAX FUND			
JOHNSEN'S WHOLESALE FLORIST, INC.	228.25	399461	
AT&T	171.73	399498	
WASTE MGT. GOLDEN TRIANGLE, INC.	83.24	399519	
KEVIN HERRIN	450.00	399708	933.22**
FBI FIRING RANGE REPAIR			
HERNANDEZ OFFICE SUPPLY, INC.	3,069.00	399450	3,069.00**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	643.34	399402	
INTERSTOR DESIGN ASSOCIATES	1,500.00	399642	2,143.34**
AIRPORT FUND			
GALL'S, INC.	592.07	399440	
ENTERGY	10,809.95	399446	
ENTERGY	2,669.22	399447	
CASH ADVANCE ACCOUNT	1,841.25	399458	
SANITARY SUPPLY, INC.	752.26	399490	
WHITE TIRE	9,143.30	399521	
INTERSTATE ALL BATTERY CENTER - BMT	96.00	399623	
UNIFIRST HOLDINGS INC	97.70	399624	
CRAWFORD ELECTRIC SUPPLY COMPANY	118.75	399662	
EASTERN AVIATION FUELS INC	21,096.93	399704	
ERLING SALES & SERVICE	764.64	399707	47,982.07**
SE TX EMP. BENEFIT POOL			
OFFICE DEPOT	224.73	399475	
STANDARD INSURANCE COMPANY	10,828.13	399580	

NAME	AMOUNT	CHECK NO.	TOTAL
STANDARD INSURANCE COMPANY	7,299.80	399581	
RELIANCE STANDARD LIFE INSURANCE	5,398.16	399586	
COMPASS PROFESSIONAL HEALTH SERVICE	6,275.00	399685	
SA BENEFITS SERVICES LLC	38,139.45	399686	
LIABILITY CLAIMS ACCOUNT			68,165.27**
MEHAFFY & WEBER	18,871.66	399470	
TOMMY KENT SIMS	2,224.41	399713	
WORKER'S COMPENSATION FD			21,096.07**
TRISTAR RISK MANAGEMENT	14,347.86	399576	
SHERIFF'S FORFEITURE FUND			14,347.86**
BELL HELICOPTER TEXTRON, INC.	33.25	399406	
DELL MARKETING L.P.	1,094.68	399431	
RONALD L. HOBBS	121.00	399451	
CASH ADVANCE ACCOUNT	396.83	399458	
BUMPER TO BUMPER	218.02	399572	
CALDWELL COUNTRY CHEVROLET	51,647.00	399577	
AIRSURE LIMITED LLC	22,720.00	399593	
SILSBEE FORD INC	3,320.53	399684	
WINZER CORPORATION	877.88	399706	
DESERT SNOW LLC	1,180.00	399711	
PAYROLL FUND			81,609.19**
JEFFERSON CTY. - FLEXIBLE SPENDING	10,522.00	399369	
CLEAT	324.00	399370	
JEFFERSON CTY. TREASURER	19,057.08	399371	
RON STADTMUELLER - CHAPTER 13	1,717.50	399372	
INTERNAL REVENUE SERVICE	1,150.00	399373	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,160.00	399374	
JEFFERSON CTY. COMMUNITY SUP.	10,478.93	399375	
JEFFERSON CTY. TREASURER - HEALTH	412,370.17	399376	
JEFFERSON CTY. TREASURER - PAYROLL	1,576,394.43	399377	
JEFFERSON CTY. TREASURER - PAYROLL	619,834.94	399378	
MONY/MLOA	261.42	399379	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,205.38	399380	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	399381	
JEFFERSON CTY. TREASURER - TCDRS	591,440.37	399382	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,861.65	399383	
JEFFERSON COUNTY TREASURER	2,408.61	399384	
JEFFERSON COUNTY - TREASURER -	5,060.23	399385	
NECHES FEDERAL CREDIT UNION	63,045.63	399386	
JEFFERSON COUNTY - NATIONWIDE	52,475.23	399387	
TENNESSEE CHILD SUPPORT	115.38	399388	
NCO FINANCIAL SYSTEMS INC	122.30	399389	
SBA - U S DEPARTMENT OF TREASURY	168.49	399390	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	399391	
WILLIAM E HEITKAMP	689.00	399392	
JOHN TALTON	567.69	399393	
IL DEPT OF HEALTHCARD AND FAMILY SER	188.31	399394	
MARINE DIVISION			3,377,774.89**
EASTEX RUBBER & GASKET	537.35	399436	
ENTERGY	439.69	399445	
RONALD L. HOBBS	95.00	399451	
TEXAS DEPT OF LICENSING &	20.00	399504	
VERIZON WIRELESS	531.86	399543	
SIERRA SPRING WATER CO. - BT	30.66	399549	
AIRSURE LIMITED LLC	22,720.00	399593	
THE DINGO GROUP-PETE JORGENSON MARI	615.85	399604	
PALMER POWER	896.86	399673	
AMERICAN ELEVATOR INSPECTIONS	150.00	399714	
ASAP - CONSTABLE PCT 8			26,037.27**
CODE BLUE	224.00	399570	
			224.00**
			4,354,644.93***

TJS/an 11-7-72

EXHIBIT "A"

845724

THE STATE OF TEXAS X
 COUNTY OF JEFFERSON X

KNOW ALL MEN BY THESE PRESENTS:

That GARTH CO., a Texas Corporation, with its principal place of business in the City of Beaumont, Jefferson County, Texas, herein-after referred to as Grantors, whether one or more, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to Grantors in hand paid by JEFFERSON COUNTY, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents grant, bargain, sell and convey unto JEFFERSON COUNTY, its successors or assigns, an easement for highway purposes of laying out, opening, constructing, operating, maintaining and reconstructing a highway facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the following described property in the County of Jefferson, State of Texas, and being more particularly described as follows, to-wit:

ROAD R.O.W.

22.66 AC
 127' ROAD EASEMENT

BEING a tract of land out of the W. N. Sigler Survey A-48, the William McFaddin Surveys A-408 and A-419, and the William Carroll Survey A-13, and being a part of the C. T. Garth 917.65 acre tract and being more particularly described by metes and bounds as follows:

For a locative point Begin at an iron pipe in the Easterly line of the Gulf Pipeline Company 100-foot wide Right-of-Way locating the Northwestern corner of the Garth Tract and the Southwesterly corner of the McFaddin Tract;

THENCE, South 26 degrees, 17 minutes, 56 seconds East with the East line of the Gulf Pipeline Company Right-of-Way and the West line of the Garth Tract 2448.20 feet to an iron stake and the beginning corner of the tract of land herein described;

THENCE, North 63 degrees, 42 minutes, 04 seconds East along the South-early line of the Colonial Pipeline Company Easement 1448.73 feet to an iron stake marking the point of curvature of a curve;

THENCE, along the arc of a curve to the right for an arc distance of 1392.58 feet, a curve whose central angle is 27 degrees, 16 minutes 42 seconds and whose radius is 2925 feet, to an iron stake marking the point of tangency of the curve;

THENCE, South 89 degrees, 01 minutes, 14 seconds East 2305.43 feet to an iron stake marking the point of curvature of a curve;

THENCE, along the arc of a curve to the left for an arc distance of 1176.38 feet, a curve whose central angle is 24 degrees, 01 minutes, 45 seconds and whose radius is 2805 feet to an iron stake marking the point of tangency of the curve;

THENCE, North 66 degrees, 57 minutes, 01 seconds East 1913.00 feet to an iron stake in the Westerly Right-of-Way line of U. S. Highways 69, 96, 287, said point being located South 23 degrees, 02 minutes, 59 seconds East 190.00 feet from the Northeast corner of the Garth Tract.

THENCE, South 23 degrees, 02 minutes, 59 seconds East with the Easterly line of the Garth Tract and the Westerly line of U. S. Highways 69, 96, and 287 one-hundred-twenty (120.00) feet to an iron stake;

THENCE, South 66 degrees, 57 minutes, 01 seconds West 1913.00 feet to an iron stake marking the point of curvature of a curve;

THENCE, along the arc of a curve to the right for an arc distance of 1226.71 feet, a curve whose central angle is 24 degrees, 01 minutes, 45 seconds, and whose radius is 2925 feet to an iron stake marking the point of tangency of the curve;

THENCE, North 89 degrees, 01 minutes, 14 seconds West 2305.43 feet to an iron stake marking the point of curvature of a curve;

THENCE, along the arc of a curve to the left for an arc distance of 1335.45 feet, a curve whose central angle is 27 degrees, 16 minutes, 42 seconds and whose radius is 2805 feet to an iron stake marking the point of tangency of the curve;

ROAD R.O.W. - Continued

THENCE, South 63 degrees, 42 minutes, 04 seconds West 1448.73 feet to an iron stake in the Easterly Right-of-Way line of the Gulf Pipeline Company Tract and the Westerly line of the Garth Tract;

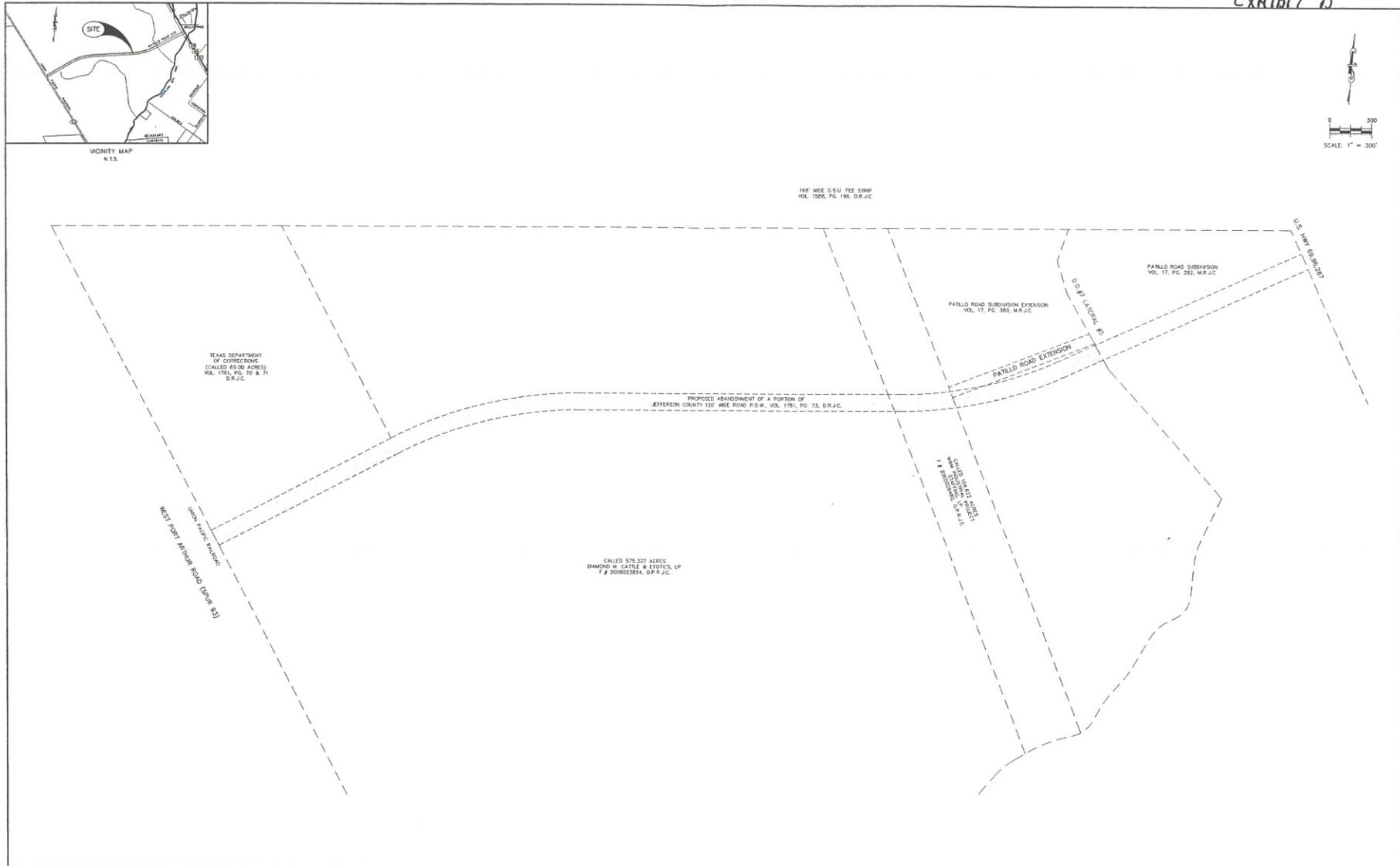
THENCE, North 26 degrees, 17 minutes, 56 seconds West with the Easterly line of the Gulf Pipeline Company Tract and the Westerly line of the Garth Tract 120.00 feet to the Place of Beginning containing 22.68 acres of land, more or less.

TJS/an 11-7-72

And for the same consideration described above and upon the same conditions, the Grantors have this day granted and conveyed, and by these presents do grant and convey unto JEFFERSON COUNTY any and all improvements presently existing upon the above described property.

It is hereby understood and by the acceptance of this Instrument it is recognized that Grantors retain title to all of the oil, gas, sulphur and other mineral interests in and under said land, but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the above described property, and upon the condition that none or such operations shall be conducted so near the sur-

EXHIBIT "B"



SURVEYORS NOTES

ANTHONY M. LEDGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

SOUTEX
SURVEYORS & ENGINEERS

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.985.2004
Fax. 409.985.2005
soutexsurveyors.com

18.P.E. FIRM #5755 • T.L.S. FIRM #1012300

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.985.2004
Fax. 409.985.2005
soutexsurveyors.com

CREDS. RESVD

SHEET TITLE		PROJ. NO. 14-0573A
EXHIBIT FOR ABANDONMENT		SCALE: 1" = 300'
PROJECT		PRINT DATE: 9/24/14
JEFFERSON COUNTY		DRAWN BY: T. CHASE
		CHECKED BY: AML
		APPROVED BY: AML
		SHEET 1 OF 1

I:\Projects\14-0573A\14-0573A.dwg Date: 09/24/14 10:28:00 AM User: T. Chase

RECEIVED
OCT 03 2014



Texas Department of Transportation

8350 Eastex Freeway • Beaumont, Texas 77708 • (409) 892-7311

October 2, 2014

Receive and file

The Honorable Jeff R. Branick
Jefferson County Judge
P.O. Box 4025
Beaumont, TX 77704

Re: Green Pond Gully Road Agreement

Dear Judge Branick:

Enclosed please find one fully executed agreement for a project to relocate the crossover on US 90 at Green Pond Gully Road. If you have any questions, do not hesitate to call me at (409) 898-5743.

Sincerely,

Scott J. Ayres, P.E.

Scott J. Ayres, P.E.
Transportation Planning Engineer

SJA:sja

CSJ # 0028-06-079
District # 20 - Beaumont
Code Chart 64 # 50124
Project: Relocate Crossover on
US 90 at Green Pond Gully
Road

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and Jefferson County, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, Texas Transportation Commission Minute Order Number 114027 authorizes the State to undertake and complete a highway improvement generally described as the relocation of an existing crossover on US 90 at Green Pond Gully Road in Jefferson County; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the relocation of an existing crossover on US 90 at Green Pond Gully Road in Jefferson County, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

CSJ # 0028-06-079
District # 20 - Beaumont
Code Chart 64 # 50124
Project: Relocate Crossover on
US 90 at Green Pond Gully
Road

2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

3. Payment of Funds

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

4. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

7. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed

CSJ # 0028-06-079
District # 20 - Beaumont
Code Chart 64 # 50124
Project: Relocate Crossover on
US 90 at Green Pond Gully
Road

hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Cost

Increased cost will be under the conditions as provided for in the MAFA, without exception.

10. Maintenance

Project maintenance will be under the conditions as provided for in the MAFA, without exception.

11. Termination

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

12. Notices

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government:	State:
Jefferson County Attention: County Judge P.O. Box 4025 Beaumont, Texas 77704	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

14. Amendments

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

CSJ # 0028-06-079
District # 20 - Beaumont
Code Chart 64 # 50124
Project: Relocate Crossover on
US 90 at Green Pond Gully
Road

15. Incorporation of Master Agreement Provisions

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

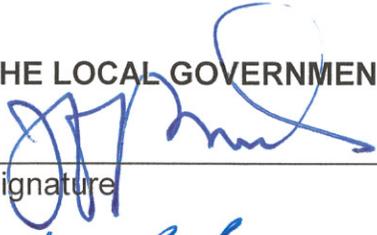
18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0028-06-079
District # 20 - Beaumont
Code Chart 64 # 50124
Project: Relocate Crossover on
US 90 at Green Pond Gully
Road

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT



Signature

JEFF R. BRANICK

Typed or Printed Name

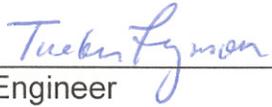
COUNTY JUDGE

Title

9-22-2014

Date

THE STATE OF TEXAS



District Engineer

9/30/14

Date

CSJ # 0028-06-079
 District # 20 - Beaumont
 Code Chart 64 # 50124
 Project: Relocate Crossover on
 US 90 at Green Pond Road
 Not Research and Development

Attachment A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government shall fund the design, development, award, and construction to relocate an existing crossover on US 90 at Green Pond Gully Road. This is an on-system project.

Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

CSJ # 0028-06-079
District # 20 - Beaumont
Code Chart 64 # 50124
Project: Relocate Crossover on
US 90 at Green Pond Road
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Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the State will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

CSJ # 0028-06-079
 District # 20 - Beaumont
 Code Chart 64 # 50124
 Project: Relocate Crossover on
 US 90 at Green Pond Road
 Not Research and Development

The Local Government is responsible for 100% of the costs of environmental, engineering, utilities and construction as well as any overruns. The State and Local Government have estimated the cost of these items of work as follows:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$500	0%	\$0	0%	\$0	100%	\$500
Engineering (by Local Government)	\$8,820	0%	\$0	0%	\$0	100%	\$8,820
Utilities (by Local Government)	\$100	0%	\$0	0%	\$0	100%	\$100
Construction (by Local Government)	\$180,000	0%	\$0	0%	\$0	100%	\$180,000
Subtotal	\$189,420	0%	\$0	0%	\$0	100%	\$189,420
Environmental Direct State Costs	\$90	0%	\$0	0%	\$0	100%	\$90
Engineering Direct State Costs	\$900	0%	\$0	0%	\$0	100%	\$900
Utility Direct State Costs	\$10	0%	\$0	0%	\$0	100%	\$10
Construction Direct State Costs	\$6,000	0%	\$0	0%	\$0	100%	\$6,000
Indirect State Costs	\$100	0%	\$0	100%	\$100	0%	\$0
TOTAL	\$196,520		\$0		\$100		\$196,420

Initial payment by the Local Government to the State: \$1,000

Payment by the Local Government to the State before construction: \$6,000

Estimated total payment by the Local Government to the State \$7,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.

COMMISSIONERS COURT

October 13, 2014

Consider, possibly, approve and authorize the County Judge to execute a Request for Release of Funds from the U.S. Department of Housing and Urban Development and Statutory Compliance Checklists for CDBG grant 713250 which are related to the Cheek Sewer Project.

NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND
NOTICE TO INTENT TO REQUEST RELEASE OF FUNDS

Date of Publication: October 1, 2014

Jefferson County
1149 Pearl
Beaumont, TX 77701
409.835.8466

These notice shall satisfy two separate but related procedural requirements for activities to be undertaken by Jefferson County.

REQUEST FOR RELEASE OF FUNDS

On or about October 16, 2014 Jefferson County will submit a request to the Texas Department of Agriculture for the release of Texas Community Development Block Grant funds under Title 1 of the Housing and Community Development Act of 1974, (PL 93-383) as amended, to undertake the following project:

Project Title: Community of Cheek Sewer Improvements and Single-Family Residential Connections

Purpose: Due to health concerns the violations of TCEQ requirements for on-site sewer treatment facilities, community leaders worked with local and state agencies to develop a low pressure sewer system that has now been successfully installed including lift stations and force main that transports the sewer from the target area to the City of Beaumont system to be treated. This project will be installation of 8,060 linear feet of force main, and will significantly increase the number of households being served by the system.

Project Description: Force main and low-pressure grinder units with associated appurtenances will be installed in the community of Cheek. First-time sewer service will be provided to 18 residents including electrical panel boxes, yard line, and tap fees. Addresses where this work will take place are: 7253 Boyt, 4048 Wells, 7116 Faith, 8033 Boyt, 8701 Phillips, 7964 Boyt, 9382 Lawhon, 5853 Martel, 5808 Moonglow, 7351 Boyt, 7498 Boyt, 7606 Boyt, 8664 Phillips, 7727 Boyt, 7764 Boyt, 7894 Boyt, 8461 Landry, and 8684 Phillips.

Project Issues: Project is located within the 100-year floodplain. An 8-step decision making process has been completed and determined that the proposed action was the most practicable alternative.

Mitigation Measures/Conditions/Permits (if any): State and local agencies were consulted with during the environmental review process. All determined that the project will have minimal impact on the environmental and that the project may proceed.

Estimated Project Cost: Total project cost is estimated at \$302,500.00; HUD funds in the amount of \$275,000 and local funds in the amount of \$27,500.

FINDING OF NO SIGNIFICANT IMPACT

Jefferson County has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at Jefferson County, 1149 Pearl, Beaumont, TX 77701 and may be examined or copied weekdays 8:00 a.m. to 5:00 p.m. Monday through Friday.

PUBLIC COMMENT

Any individual, group, or agency may submit written comments on the ERR to Jefferson County. All comments received by October 16, 2014 will be considered by Jefferson County prior to authorizing the submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS

Jefferson County certifies to the Texas Department of Agriculture that Judge Jeff Branick in his capacity as County Judge consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Texas Department of Agriculture's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows Jefferson County to use HUD program funds.

OBJECTIONS TO RELEASE OF FUNDS

The Texas Department of Agriculture will accept objections to its release of funds and Jefferson County's certification for a period of fifteen days following the anticipated submission date or its actual receipt (whichever is later) only if they are on one of the following basis: (a) the certification was not executed by the Certifying Officer of Jefferson County; (b) Jefferson County has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the development process have committed funds, incurrent costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the Texas Department of Agriculture; or (d) another Federal agency acting pursuant to 40 CFR Part

1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to the Texas Department of Agriculture at 1700 Congress Avenue, 11th Floor, Austin, TX 78701. Potential objectors should contact the Texas Department of Agriculture to verify the actual last day of the objection period.

Judge Jeff Branick
Jefferson County

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

(A310) OMB No. 2506-0087
(exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Texas Community Development Block Grant	2. HUD/State Identification Number: Contract 713250	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s)	5. Name and address of responsible entity Judge Jeff Branick Jefferson County Courthouse P.O. Box 4042 Beaumont, TX 77704	
6. For information about this request, contact (name & phone number) Vivian Ballou, 409.719.7657		
8. HUD or State Agency and office unit to receive request: Texas Department of Agriculture P.O. Box 12847 Austin, TX 78711	7. Name and address of recipient (if different than responsible entity)	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) Sewer Improvements and Sewerline Connection Project	10. Location (Street address, city, county, State) Community of Cheek Boyt Road, Phillips Road, Landry Road, Wells Road, Trahan Road, MLK Road, and Faith Road, Beaumont, TX 77713 7253 Boyt, 4048 Wells, 7116 Faith, 8033 Boyt, 8701 Phillips, 7964 Boyt, 9382 Lawhon, 5853 Martel, 5808 Moonglow, 7351 Boyt, 7498 Boyt, 7606 Boyt, 8664 Phillips, 7727 Boyt, 7763 Boyt, 7894 Boyt, 8461 Landry, and 8684 Phillips.
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11. Program Activity/Project Description (including grant amount)
\$275,000 – Texas Community Development Block Grant Funds

Force main and low-pressure grinder pump installation to serve 18 households (listed in Box 10 above) in the Community of Cheek (along Boyt Road, Phillips Road, Landry Road, Trahan Road, Wells Road, MLK Road, and Faith Road). Sewer connections will be provided first-time sewer service with associated electrical panel boxes, yard lines, tap fees, and associated appurtenances.

These activities shall benefit thirty-nine (39) persons, of which thirty-nine (39) or one hundred percent (100%) are of low to moderate income.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Name & Title of Certifying Officer
	Jeff Branick, Jefferson County Judge
X	Date signed
	October 17, 2014

Address of Certifying Officer

P.O. Box 4042, Beaumont, TX 77704

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Name & Title of Authorized Officer
	Date signed
X	

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



Jefferson County, 1149 Pearl, Beaumont, TX

Compliance Checklist for 24 CFR §58.6, Other Requirements

Complete for all projects, including Exempt (§58.34), Categorically Excluded Subject to §58.5 [§58.35(a)], Categorically Excluded Not Subject to §58.5[§58.35(b)], and Projects Requiring Environmental Assessments (§58.36)

Project Name: Community of Cheek Sewer Improvements and Single-Family Residential Connections

ERR FILE # _____

1. §58.6(a) and (b) Flood Disaster Protection Act of 1973, as amended; National Flood Insurance Reform Act of 1994

- a.** Does the project involve new construction, major rehabilitation, minor rehabilitation, improvements, acquisition, management, new loans, loan refinancing or mortgage insurance?
 Yes No
If No, compliance with this section is complete.
If Yes, continue.
- b.** Is the project located in a FEMA identified Special Flood Hazard Area?
 Yes No
If No, compliance with this section is complete.
If Yes, continue.
- c.** Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
 Yes No
If Yes, Flood Insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.
If No, Federal assistance may not be used in the Special Flood Hazards Area.

Cite and attach source documentation: (Documentation should include a FEMA Flood Map showing project location in reference to flood zone designation. If flood map is not available, use best available information.)

For additional information see:

FEMA Map Service Center: <http://www.store.msc.fema.gov>

NFIP Community Status Book: www.fema.gov/fema/csb.shtm

2. §58.6(c) Coastal Barrier Improvement Act, as amended by the Coastal Barriers Improvement Act of 1990 (16 U.S.C. 3501)

- a. Does the project involve new construction, conversion of land uses, major rehabilitation of existing structure, or acquisition of undeveloped land?

Yes No

If No, compliance with this section is complete.

If Yes, continue below.

- b. Is the project located in a coastal barrier resource area?

Yes No

If No, compliance with this section is complete.

If Yes, Federal assistance may not be used in such an area.

Cite and attach source documentation: (Documentation should include map (e.g. Google Earth) noting project distance from Coastal Barrier Resources.)

For more information see:

CBRS maps on US FWS and FEMA websites: <http://www.FWS.gov/CBRA/>
<http://www.FWS.gov/CBRA/Maps/index.html>

3. §58.6(d) Runway Clear Zones and Clear Zones [24 CFR §51.303(a) (3)]

- a. Does the project involve the sale or purchase of existing property?

Yes No

If No, compliance with this section is complete.

If yes, continue below.

- b. Is the project located within 2,500 feet of the end of a civil airport runway (Civil Airport's Runway Clear Zone) or within 15,000 feet of the end of a military runway (Military Airfield's Clear Zone)?

Yes No

If No, compliance with this section is complete.

If Yes, Notice must be provided to buyer. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

Cite and attach source document (Map indicating project site in proximity to end of runway):

For more information see:

Airport Information: <http://www.airnav.com/airports/>

HUD Airport Hazards Q&A:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/qa/airport

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature

Date

Jeff Branick

Authorized Responsible Entity Name (printed)

Judge

Title (printed)



Jefferson County, 1149 Pearl, Beaumont, TX

Statutory Checklist for Compliance with 24 CFR §58.5 – NEPA Related Federal Laws and Authorities

Use this worksheet for projects that are Categorically Excluded Subject to 24 CFR §58.5 listed at 24 CFR §58.35(a) and for projects that require an Environmental Assessment.

Project Name: Community of Cheek Sewer Improvements and Sewerline Connections Phase IV

ERR FILE # _____

Definitions: **A:** The project is in compliance.
B: The project requires an additional compliance step or action.

Statute, Authority, Executive Order Cited in cited at 24 CFR §58.5	A	B	COMPLIANCE FINDING	SOURCE DOCUMENTATION
1. 58.5(a) Historic Properties [36 CFR 800]		X	<p>A letter was sent to the State Historical Commission.</p> <p>Response stated “No Historic Properties Affected. Project May Proceed” dated 8/25/14.</p> <p>Tribal database was consulted finding no Tribal properties in or around Jefferson County.</p> <p>No adverse effects on historic properties would result from the proposed project.</p>	<p>Letter from Texas Historic Commission dated August 1, 2014.</p> <p>http://egis.hud.gov/tadat/Tribal.aspx</p>
2. 58.5(b)(1) Floodplain Management [24 CFR 55, Executive Order 11988]		X	<p>Sewer force main and 14 of the 18 single-unit homes is located within Zone A of the FEMA map. Floodplain map is included Floodplain Management section. Jefferson County is a participating member of the National Flood Program. An 8-Step Decision Making Process for Project in the Floodplain will be completed. No adverse effects would result from the proposed projects.</p>	<p>FEMA Floodplain Maps 7257 Boyt Road, 7964 Boyt Road, 7351 Boyt Road, 7763 Boyt Road, 7606 Boyt Road, 7498 Boyt Road, 7849 Boyt Road, 8033 Boyt Road, 7727 Boyt Road, 8461 Landry Road, & 7116 Faith Road: 4803850255 C dated August 6, 2002</p> <p>8701 Phillips Road, 8684 Phillips Road, & 8664 Phillips Road,: 4803850130C dated November 20, 1991</p> <p>5853 Martel Road , 9387 Lawhon, & 5808 Moonglow Road: 4803850120C dated August 6, 2002</p>

			4048 Wells Road: 4803850140D dated August 6, 2002
3. 58.35(b)(2) Wetland Protection [24 CFR 55, Executive Order 11990]	X	Jefferson County has determined the project does not involve new construction within or adjacent (or will affect) wetlands, marches, wet meadows, mud flats, or natural ponds per field observation on August 27, 2014 and September 16, 2014 and map as attached.	U. S. Fish and Wildlife Service National Wetlands Inventory Map. www.FWS.gov/wetlands/data/index.html
4. 58.35(c) Coastal Zone Management [Coastal Zone Management Act sections 307(c) & (d)]	X	A letter was submitted to the Texas General Land Office since the proposed project is within a Coastal Zone Management Zone. Response letter indicated "it has been determined that it will likely not have adverse impacts on coastal natural resource areas in the coastal zone". A U. S. Army Corps of Engineer's permit will not be required for this project. No additional requirements are necessary.	A letter dated September 30, 2014 from the Texas General Land Office. www.glo.state.tx.us/coastal/cmpdoc/jpegs/guidance1beaumont-sm.jpg
5. 58.35(d) Sole Source Aquifers [40 CFR 149]	X	Project is located approximately 40 miles from the Chicot Aquifer. See attachment labeled Sole Source Aquifer. The community of Cheek is served by West Jefferson County Water District. The water district purchases its raw water from the Lower Neches River Valley Authority (LNVA). They pump water from the Neches River into a vast canal system that supplies raw water to many cities, industries and farms. The Neches River has many tributaries including Pine Island Bayou, Village Creek, Angelina River (Sam Rayburn). No adverse effects on a sole-source aquifer would result from the proposed project.	www.epa.gov/region6.water/swp.ssa.maps.htm http://www.westjeffersoncountymwd.com/
6. 35(e) Endangered Species [50 CFR 402]	X	Jefferson County has determined the project will have no effect on federally or state listed species known to occur in Jefferson County. Project consists of sewer force main and private sewer line connections where homes are	Letter from U. S. Fish and Wildlife in letter dated August 11, 2014. Texas Parks & Wildlife Department Annotated County Lists of Rare Species and U. S. Fish and Wildlife Service species by County Report

			already in existence. Project will not disturb animal habitats. Because the project site does not have habitat for endangered, threatened, or rare species, no adverse effects on endangered species would result from the proposed project.	www.fws.gov/southwest/es/EndangeredSpecies.cfm
7. 58.35(f) Wild and Scenic Rivers [36 CFR 297]	X		The only Wild and Scenic River listed for Texas is the Rio Grande River which is over 400 miles away. No adverse effects to a wild or scenic river or on the Wild and Scenic Rivers Act would result from the proposed project.	www.rivers.gov/wsr-rio-grande-texas.html
8. 58.35(g) Air Quality [CFR parts 6, 51,93]	X		The proposed construction of this project will not impact the ambient air, nor will it cause any negative impacts to the air quality of Jefferson County. The construction will not utilize any hazardous materials which may impact human health or the ambient air. The project is located within an area classified as attainment/unclassifiable. No adverse effects would result in the proposed project.	Letter from TCEQ dated August 18, 2014 indicates "we do not anticipate significant long term environmental impacts from this project.... We agree with a finding of no significant impact and have no objection to the release of funds for this project." Email from Lori Palmer, Compliance Assistance Specialist for Texas Commission on Environmental Quality, Region 10. http://www.tceq.texas.gov/airquality/sip/bpa/bpa-status
9. 58.35(h) Farmland Protection [7 CFR 658]	X		No soil proposed for this project is designated as prime farmland. The proposed project site is developed and surrounded by mainly residential and a few small commercial uses. Proposed project is in an existing community neighborhood and not subject to FPPA. No adverse effects on farmland or farmland protection policy would result from the proposed project.	http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/landuse/fppa
10. 58.35(i)(1) Noise Control and Abatement [24 CFR 51B]	X		Construction noise will be a temporary impact to businesses and homes in the area and construction will be limited to daytime hours only; therefore, the proposed project will not have significant adverse impacts.	
11. 58.35 (i) (1) Explosive and Flammable Operations [24 CFR 51C]	X		There are no visible explosion hazards on the site. Proposed project is installation of sewer	NEPAssist Although NEPAssist showed water

			force main and private sewer collection lines in an existing community neighborhood. There will be no congregation of people at the project site. Site Visit August 27, 2014 and September 16, 2014.	discharger NPDES within .5 miles of project site, additional research through Envirofacts website showed no violations.
12. 58.5(i)(1) Airport Hazards (Runway Clear Zones and Clear Zones/Accident Potential Zones) [24 CFR 51D]	X		Proposed project does not involve the sale or acquisition of any property within a civil airport runway clear zone or a military installation clear zone. The closet airport is the South East Texas Regional Airport which is approximately 28 miles away located on 4875 Parker Drive, Beaumont, TX 77705.No adverse effects would result from the proposed project.	Mapquest map measuring 20 miles from proposed project to nearest airport. Runway map from Jack Brooks Airport.
13. 58.5(i)(2)(i) Contamination and Toxic Substances [24 CFR 58.5(i)(2)]	X		The proposed project site is free of hazardous materials, contamination, toxic chemicals, gases, radioactive substances and there are no nearby facilities that present any hazards that could affect the health and safety or occupants or conflict with intended utilization of the property. Project does not include residential new construction or rehabilitation which increases density; conversation of land use from non-residential to residential use nor is it a vacant building made habitable. Project is not industrial, commercial or recreational use with new construction or conversation of land use. The proposed project is surrounded primarily by residential homes. Site Visit: August 27, 2014 and September 16, 2014.	http://www.homefacts.com/environe_mtnalhazards/Texas/JeffersonCounty.html .
14. 58.5(j) Environmental Justice [Executive Order 12898]	X		The proposed project will result in positive benefits to project beneficiaries and the project will not affect minority, elderly or low-income populations to a disproportionately higher degree than other beneficiaries in the project area. The project	NEPAssist's EJView Report for evaluating Environmental Justice.

		<p>sites are suitable for its proposed use and will not be adversely impacted by adverse environmental conditions. This proposed project is not located in an industrial area where air quality will pose a risk to the health of the residents of the project.</p>	
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DETERMINATION:

- Box "A" has been checked for all authorities.** If Categorically Excluded pursuant to §58.35(a), the project can convert to Exempt, per §58.34(a) (12), since the project does not require any compliance measure (e.g., consultation, mitigation, permit or approval) with respect to any law or authority cited at §58.5. The project is now made Exempt and **funds may be drawn down**; OR
- Box "B" has been checked for one or more authority.** The project cannot convert to Exempt since one or more authority requires compliance, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit. **Complete pertinent compliance requirement(s), publish NOI/RROF, request release of funds (HUD-7105.15), and obtain HUD's Authority to Use Grant Funds (HUD-7015.16) per §58.70 and §58.71 before committing funds**; OR
- This project may result in a significant environmental impact to the environment and requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

MITIGATION MEASURES AND CONDITIONS FOR PROJECT APPROVAL: *(If Box B is checked, provide details regarding further consultation, mitigation, permit requirements or approvals required to be incorporated into public notices and project requirements such as contracts, grants, loan conditions, etc as described in the Statutory Worksheet).*

Mitigation measures will be required for soil erosion during construction, dust, and particulate emissions. These measures will be implemented by the construction contractor.

PREPARER:


 Preparer's Signature

Vivian Ballou
 Preparer's Name (printed)

9/30/14
 Date
 GA
 Title (printed)

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature

Date

Jeff Branick
Authorized Responsible Entity Name (printed)

Judge
Title (printed)



Jefferson County, 1149 Pearl, Beaumont, TX

Statutory Checklist for Compliance with 24 CFR §58.5 – NEPA Related Federal Laws and Authorities

Use this worksheet for projects that are Categorically Excluded Subject to 24 CFR §58.5 listed at 24 CFR §58.35(a) and for projects that require an Environmental Assessment.

Project Name: Community of Cheek Sewer Improvements and Sewerline Connections Phase IV

ERR FILE # _____

Definitions: **A:** The project is in compliance.
B: The project requires an additional compliance step or action.

Statute, Authority, Executive Order Cited in cited at 24 CFR §58.5	A	B	COMPLIANCE FINDING	SOURCE DOCUMENTATION
1. 58.5(a) Historic Properties [36 CFR 800]		X	<p>A letter was sent to the State Historical Commission.</p> <p>Response stated “No Historic Properties Affected. Project May Proceed” dated 8/25/14.</p> <p>Tribal database was consulted finding no Tribal properties in or around Jefferson County.</p> <p>No adverse effects on historic properties would result from the proposed project.</p>	<p>Letter from Texas Historic Commission dated August 1, 2014.</p> <p>http://egis.hud.gov/tadat/Tribal.aspx</p>
2. 58.5(b)(1) Floodplain Management [24 CFR 55, Executive Order 11988]		X	<p>Sewer force main and 14 of the 18 single-unit homes is located within Zone A of the FEMA map. Floodplain map is included Floodplain Management section. Jefferson County is a participating member of the National Flood Program. An 8-Step Decision Making Process for Project in the Floodplain will be completed. No adverse effects would result from the proposed projects.</p>	<p>FEMA Floodplain Maps 7257 Boyt Road, 7964 Boyt Road, 7351 Boyt Road, 7763 Boyt Road, 7606 Boyt Road, 7498 Boyt Road, 7849 Boyt Road, 8033 Boyt Road, 7727 Boyt Road, 8461 Landry Road, & 7116 Faith Road: 4803850255 C dated August 6, 2002</p> <p>8701 Phillips Road, 8684 Phillips Road, & 8664 Phillips Road,: 4803850130C dated November 20, 1991</p> <p>5853 Martel Road , 9387 Lawhon, & 5808 Moonglow Road: 4803850120C dated August 6, 2002</p>

			4048 Wells Road: 4803850140D dated August 6, 2002
3. 58.35(b)(2) Wetland Protection [24 CFR 55, Executive Order 11990]	X	Jefferson County has determined the project does not involve new construction within or adjacent (or will affect) wetlands, marches, wet meadows, mud flats, or natural ponds per field observation on August 27, 2014 and September 16, 2014 and map as attached.	U. S. Fish and Wildlife Service National Wetlands Inventory Map. www.FWS.gov/wetlands/data/index.html
4. 58.35(c) Coastal Zone Management [Coastal Zone Management Act sections 307(c) & (d)]	X	A letter was submitted to the Texas General Land Office since the proposed project is within a Coastal Zone Management Zone. Response letter indicated "it has been determined that it will likely not have adverse impacts on coastal natural resource areas in the coastal zone". A U. S. Army Corps of Engineer's permit will not be required for this project. No additional requirements are necessary.	A letter dated September 30, 2014 from the Texas General Land Office. www.glo.state.tx.us/coastal/cmpdoc/jpegs/guidance1beaumont-sm.jpg
5. 58.35(d) Sole Source Aquifers [40 CFR 149]	X	Project is located approximately 40 miles from the Chicot Aquifer. See attachment labeled Sole Source Aquifer. The community of Cheek is served by West Jefferson County Water District. The water district purchases its raw water from the Lower Neches River Valley Authority (LNVA). They pump water from the Neches River into a vast canal system that supplies raw water to many cities, industries and farms. The Neches River has many tributaries including Pine Island Bayou, Village Creek, Angelina River (Sam Rayburn). No adverse effects on a sole-source aquifer would result from the proposed project.	www.epa.gov/region6.water/swp.ssa.maps.htm http://www.westjeffersoncountymwd.com/
6. 35(e) Endangered Species [50 CFR 402]	X	Jefferson County has determined the project will have no effect on federally or state listed species known to occur in Jefferson County. Project consists of sewer force main and private sewer line connections where homes are	Letter from U. S. Fish and Wildlife in letter dated August 11, 2014. Texas Parks & Wildlife Department Annotated County Lists of Rare Species and U. S. Fish and Wildlife Service species by County Report

			already in existence. Project will not disturb animal habitats. Because the project site does not have habitat for endangered, threatened, or rare species, no adverse effects on endangered species would result from the proposed project.	www.fws.gov/southwest/es/EndangeredSpecies.cfm
7. 58.35(f) Wild and Scenic Rivers [36 CFR 297]	X		The only Wild and Scenic River listed for Texas is the Rio Grande River which is over 400 miles away. No adverse effects to a wild or scenic river or on the Wild and Scenic Rivers Act would result from the proposed project.	www.rivers.gov/wsr-rio-grande-texas.html
8. 58.35(g) Air Quality [CFR parts 6, 51,93]	X		The proposed construction of this project will not impact the ambient air, nor will it cause any negative impacts to the air quality of Jefferson County. The construction will not utilize any hazardous materials which may impact human health or the ambient air. The project is located within an area classified as attainment/unclassifiable. No adverse effects would result in the proposed project.	Letter from TCEQ dated August 18, 2014 indicates "we do not anticipate significant long term environmental impacts from this project.... We agree with a finding of no significant impact and have no objection to the release of funds for this project." Email from Lori Palmer, Compliance Assistance Specialist for Texas Commission on Environmental Quality, Region 10. http://www.tceq.texas.gov/airquality/sip/bpa/bpa-status
9. 58.35(h) Farmland Protection [7 CFR 658]	X		No soil proposed for this project is designated as prime farmland. The proposed project site is developed and surrounded by mainly residential and a few small commercial uses. Proposed project is in an existing community neighborhood and not subject to FPPA. No adverse effects on farmland or farmland protection policy would result from the proposed project.	http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/landuse/fppa
10. 58.35(i)(1) Noise Control and Abatement [24 CFR 51B]	X		Construction noise will be a temporary impact to businesses and homes in the area and construction will be limited to daytime hours only; therefore, the proposed project will not have significant adverse impacts.	
11. 58.35 (i) (1) Explosive and Flammable Operations [24 CFR 51C]	X		There are no visible explosion hazards on the site. Proposed project is installation of sewer	NEPAssist Although NEPAssist showed water

		force main and private sewer collection lines in an existing community neighborhood. There will be no congregation of people at the project site. Site Visit August 27, 2014 and September 16, 2014.	discharger NPDES within .5 miles of project site, additional research through Envirofacts website showed no violations.
12. 58.5(i)(1) Airport Hazards (Runway Clear Zones and Clear Zones/Accident Potential Zones) [24 CFR 51D]	X	Proposed project does not involve the sale or acquisition of any property within a civil airport runway clear zone or a military installation clear zone. The closest airport is the South East Texas Regional Airport which is approximately 28 miles away located on 4875 Parker Drive, Beaumont, TX 77705. No adverse effects would result from the proposed project.	Mapquest map measuring 20 miles from proposed project to nearest airport. Runway map from Jack Brooks Airport.
13. 58.5(i)(2)(i) Contamination and Toxic Substances [24 CFR 58.5(i)(2)]	X	The proposed project site is free of hazardous materials, contamination, toxic chemicals, gases, radioactive substances and there are no nearby facilities that present any hazards that could affect the health and safety of occupants or conflict with intended utilization of the property. Project does not include residential new construction or rehabilitation which increases density; conversion of land use from non-residential to residential use nor is it a vacant building made habitable. Project is not industrial, commercial or recreational use with new construction or conversion of land use. The proposed project is surrounded primarily by residential homes. Site Visit: August 27, 2014 and September 16, 2014.	http://www.homefacts.com/environe_mtnalhazards/Texas/JeffersonCounty.html .
14. 58.5(j) Environmental Justice [Executive Order 12898]	X	The proposed project will result in positive benefits to project beneficiaries and the project will not affect minority, elderly or low-income populations to a disproportionately higher degree than other beneficiaries in the project area. The project	NEPAssist's EJView Report for evaluating Environmental Justice.

		sites are suitable for its proposed use and will not be adversely impacted by adverse environmental conditions. This proposed project is not located in an industrial area where air quality will pose a risk to the health of the residents of the project.	
--	--	--	--

DETERMINATION:

- Box "A" has been checked for all authorities.** If Categorically Excluded pursuant to §58.35(a), the project can convert to Exempt, per §58.34(a) (12), since the project does not require any compliance measure (e.g., consultation, mitigation, permit or approval) with respect to any law or authority cited at §58.5. The project is now made Exempt and **funds may be drawn down**; OR
- Box "B" has been checked for one or more authority.** The project cannot convert to Exempt since one or more authority requires compliance, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit. **Complete pertinent compliance requirement(s), publish NOI/RROF, request release of funds (HUD-7105.15), and obtain HUD's Authority to Use Grant Funds (HUD-7015.16) per §58.70 and §58.71 before committing funds**; OR
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Mitigation measures will be required for soil erosion during construction, dust, and particulate emissions. These measures will be implemented by the construction contractor.

PREPARER:


 Preparer's Signature

Vivian Ballou
 Preparer's Name (printed)

9/30/14
 Date
 GIA
 Title (printed)

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature

Date

Jeff Branick
Authorized Responsible Entity Name (printed)

Judge
Title (printed)



Jefferson County, 1149 Pearl, Beaumont, TX
Environmental Assessment

Project Name: Community of Cheek Sewer Improvements and Sewerline Connections

ERR File #: _____

Project Location (give address and map coordinates): _____

RE Contact Name and Phone Number: Jeff Branick, County Judge; 409-835-8466

Recipient Name and Phone Number: Jefferson County

Estimated Total Project Cost (all sources): \$302,500.00

Amount of HUD Assistance: \$275,000.00 **HUD Grant Program:** TxCDBG 713250

Description of the Project: Include all contemplated actions that are logically either geographically or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25] As appropriate, attach maps, site plans, renderings, photographs, budgets and other descriptive information.

Installation of force main along portions of Phillips Street, Wells Road, Landry Road, Trahan Road, Boyt Road, MLK Road and Faith Road and low-pressure grinder units in the community of Cheek. Contractor shall install eighteen (18) grinder units, and all associated appurtenances. The West Jefferson County Municipal Water District will own and maintain the grinder units and serve the residents. Construction will take place within the community of Cheek.

These activities shall benefit fifty-three (53) persons, of which fifty-three (53) or one hundred percent (100%) are low to moderate income.

Contractor shall provide first-time sewer service up eighteen (18) households in the community of Cheek. Contractor shall install eighteen (18) electrical panel boxes (for the grinder units), eighteen (18) yard lines, tap fees, and all associated appurtenances. Residents will be served by the West Jefferson County Municipal Water District. Construction will take place in the community of Cheek.

These activities shall benefit thirty-nine (39) persons, of which thirty-nine (39) or one hundred percent (100%) are low to moderate income.

Purpose of the Project: ["Statement of Purpose and Need for the Proposal" - 40 CFR 1508.9(b)]

Due to health concerns and violations of TCEQ requirements for on-site sewer treatment facilities, community leaders worked with local and state agencies to develop a low pressure sewer system that has now been successfully installed including lift station and force main that transports the sewer from the target area to the City of Beaumont system to be treated. This required installation of approximately 1.53 miles of force main.

Each failing septic system that is replaced will improve water quality in waterways and watersheds by preventing raw sewage with high levels of bacteria, viruses, and protozoa from entering the environment. Removal of sewage as a point source of pollution will also protect ground, surface, and drinking water from contamination. This project has the potential to not only improve water quality but will also improve the public health for a sector of the population that is least able to afford health care. Diseases that result from sewage contaminated water range from mild gastroenteritis (causing stomach cramps and diarrhea) to life threatening ailments such as cholera, dysentery, infectious hepatitis, and severe gastroenteritis. People can be exposed through sewage in drinking water sources, direct contact from water in lawns or streets, and inhalation and skin absorption.

Sewage overflows may damage the environment. Sewage overflows may reach rivers, lakes, or streams. In addition to potential spread of disease, sewage in the environment contributes excess nutrients, metals, and toxic pollutants that contaminate water quality, cause algae blooms, and kill fish and other organisms in aquatic habitats.

This project will be an extension of this system and will significantly increase the number of households being served by the system.

Existing Conditions and Trends: Describe the existing conditions of the project area and its surroundings, and the trends likely to continue in the absence of the project. [24 CFR 58.40(a)]

Current conditions consist of foul odor of raw sewage in yards and children coming in contact with raw sewage while playing outside. Until additional households are connected to the public sewer collection system, high concentration of fecal coliform will remain in the roadway ditches.

Most of the beneficiaries will be protected classes under the Fair Housing Act including minorities, female heads of households, and persons with disabilities. The Cheek community represents the largest underserved minority area in Jefferson County.

FINDING: [58.40(g)]

Finding of No Significant Impact (FONSI)

(The project will not result in a significant impact on the quality of the human environment.)

Finding of Significant Impact

(The project may significantly affect the quality of the human environment.)

Preparer's Signature: _____

Vivian Ballou

Date: _____

9/30/14

Preparer's Name and Title: Vivian Ballou

Preparer's Agency (If different from RE) 2901 Turtle Creek, Suite 445, Port Arthur, TX 77642

Authorized RE Official Signature: _____

Date: _____

Authorized RE Official Name and Title: Jeff Branick, County Judge

Conditions for Approval: (List all mitigation and project modification measures adopted by the responsible entity to eliminate or minimize adverse environmental impacts. These conditions must be included in project contracts and other relevant documents as requirements.) [24 CFR 58.40(d), 40 CFR 1505.2(c)]

Overall the cumulative effects of the project as proposed are determined to be beneficial to the Community of Cheek in Jefferson County. The alternatives evaluated under this assessment would result in greater adverse direct and indirect impacts to the community and to the environment in nearly all of the impact categories considered. For these reasons, the alternatives are rejected in favor of enacting the project as proposed.

Compliance with 24 CFR §58.5, Related Federal Laws and Authorities

Instructions: Incorporate Statutory Worksheet, Statutory Checklist and source documentation here. Attach all documentation to EA.

Compliance with 24 CFR §58.5, Related Federal Laws and Authorities is attached.

Compliance 24 CFR §58.6, Other Requirements

Instructions: Incorporate Compliance Checklist and source documentation here. Attach all documentation to EA.

Compliance 24 CFR §58.6, Other Requirements is attached.

COMMISSIONERS COURT

October 13, 2014

Consider, possibly ratify and receive and file the execution of Exemption Determination for Activities related to the first time sewer service for Cheek and CDBG grant 713250.



RE: Jefferson County, Texas

Exemption Determination for Activities Listed at 24 CFR §58.34

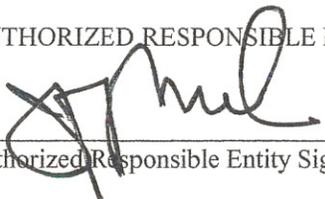
Grant Recipient: Jefferson County Project Name: Engineering and Planning & Administration
 Project Description (Include all actions which are either geographically or functionally related):
Engineering Services and Planning & Administration for Texas Community Block Grant Program Contract Number
713250
 Location: 1149 Pearl Street, Beaumont, TX 77701
 Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other
 Estimated Funding Amount: \$73,500 Grant Number: TxCDBG 713250

I have reviewed and determined that the abovementioned project is Exempt per 24 CFR §58.34 as follows:

<input type="checkbox"/>	58.34(1). Environmental & other studies, resource identification & the development of plans & strategies;
<input type="checkbox"/>	58.34(2) Information and financial services;
<input checked="" type="checkbox"/>	58.34 (3) Administrative and management activities;
<input type="checkbox"/>	58.34(4) Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
<input type="checkbox"/>	58.34(5) Inspections and testing of properties for hazards or defects;
<input type="checkbox"/>	58.34(6) Purchase of insurance;
<input type="checkbox"/>	58.34(7) Purchase of tools;
<input checked="" type="checkbox"/>	58.34 (8) Engineering or design costs;
<input type="checkbox"/>	58.34(9) Technical assistance and training;
<input type="checkbox"/>	58.34(10) Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
<input type="checkbox"/>	58.34(11) Payment of principal and interest on loans made or obligations guaranteed by HUD;
<input type="checkbox"/>	58.34(12) Any of the categorical exclusions listed in §58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in §58.5.

The responsible entity must also complete and attach the **58.6 Compliance Checklist**. By signing below the Responsible Entity officially determines in writing that all activities covered by this determination are Exempt and meets the conditions specified for such exemption under section 24 CFR §58.34. This document must be maintained in the ERR.

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:



 Authorized Responsible Entity Signature

8/11/14

 Date

Jeff Branick

 Authorized Responsible Entity Name (printed)

County Judge

 Title (printed)

**AGENDA ITEM****October 13, 2014**

Consider, possibly, approve and authorize the County Judge to execute a Tax Abatement Agreement between Jefferson County and Air Liquide Large Industries U.S., LP pursuant to Section 312.401 of the Texas Tax Code.



STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

**AIR LIQUIDE LARGE INDUSTRIES U.S., LP ABATEMENT AGREEMENT
 FOR PROPERTY LOCATED IN THE AIR LIQUIDE LARGE INDUSTRIES
 U.S., LP REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Air Liquide Large Industries U.S., LP. (hereinafter sometimes referred to as "AIR LIQUIDE" OR "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Air Liquide Large Industries U.S., LP Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated March 10, 2014 (hereinafter referred to as the "REINVESTMENT ZONE")

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new industrial air manufacturing facility and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the AIR LIQUIDE Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County

agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of AIR LIQUIDE Company.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE AIR LIQUIDE LARGE INDUSTRIES U.S., LP REINVESTMENT ZONE, WHICH ADOPTED THE AIR LIQUIDE REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. Owner will, in consultation with the Jefferson County Appraisal District, provide the County with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which

this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15 percent of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2016 which is expected to result from the Exempt Property Excess. It is understood and agreed that AIR LIQUIDE will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes” If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2016 and shall terminate on December 31, 2022, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2015, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule,” OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2016, maintain a level of not less than 08 new full-time jobs, using headcount as of January 1, 2016 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 08 full-time jobs for total on site employment by owner during said term.. In the event that such employment falls below 08 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$\$
 A2 = revised Abatement \$\$
 E1 = 08 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$117,000,000;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
 - (i) Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
 - (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision,

OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

- ii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;
- h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- i Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - (i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - (iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and

HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub-contractors.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information

which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2014, as set forth on attached Exhibit "B", and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

In the event the Owner reduces its ad valorem taxes on personal property otherwise payable to the County by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County

It is understood and agreed that if, with respect to any tax year during the abatement, the Owner prevails in an action to contest the appraised value of any and all industrial realty improvement accounts that pertain to this agreement on the basis of unequal appraised as defined by Property Tax Code Section 42.26, the following will occur:

- a. the abatement will be recalculated for any adjustments due to the contract floor; and,
- b. the abatement will be further reduced dollar for dollar for any amount that the value of the industrial realty improvements as

determined by the Court is reduced from the value as set by the Appraisal Review Board for the tax year under contest.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed ten percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds ten percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

15. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

 Company
 By: _____
 Title: _____
 Address: _____

COUNTY: **Hon. Jeff R. Branick, County Judge**
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: **Ms. Kathleen Kennedy, Chief Civil Attorney**
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

16. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

17. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event

of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

18. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

19. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the __ day of _____, 201__.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

By: _____

Title:
Company

EXHIBIT A “Description of Project”

The proposed project is a facility to CONSTRUCT A NEW AIR SEPARATION FACILITY. The ability to construct this plant will enable AIR LIQUIDE to increase its productivity and marketing ability.

The facility would be constructed on approximately 4,680 acres of land (the defined boundary of the proposed Reinvestment Zone).

Any additional description you desire:

Significant components of the facility would include:

“Tax Abatement Schedule”

Tax Year	Abatement Percentage
1. 2016	100 %
2. 2017	100 %
3. 2018	90 %
4. 2019	90 %
5. 2020	90 %
6. 2021	69 %
7. 2022	69 %

EXHIBIT B "Base Year Property"

The proposed Reinvestment Zone contains improvements
This base year taxable value as certified will be attached, by consent of the parties, when
same is calculated and adopted by the Jefferson County Appraisal District. □

EXHIBIT C – “Reinvestment Zone”

**AGENDA ITEM****March 10, 2014**

Consider and possibly approve an Order establishing the Air Liquide Large Industries U.S. LP Reinvestment Zone pursuant to Section 312.204.

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 10th day of March, 2014.

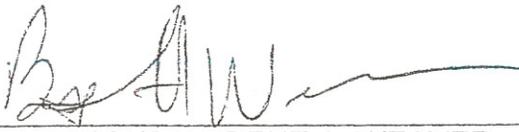
ABSENT
JEFF R. BRANICK
County Judge



COMMISSIONER EDDIE ARNOLD
Precinct No. 1



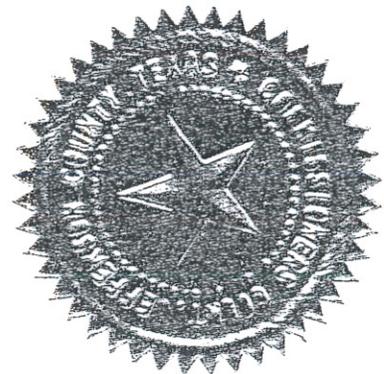
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No 4



METES AND BOUNDS
PROPOSED PLANT SITE
JEFFERSON COUNTY, TEXAS

Being a metes and bounds description of a proposed plant site being a part of Texaco Chemical Company's Parcel 8A and being the same tract of land purchased from B. F. Goodrich Company as recorded in Volume 2285, Page 216 of the Deed Records of Jefferson County, Texas, and also being situated in the Thomas F. McKinney Survey, Abstract 41, Jefferson County, Texas, said proposed plant site being more particularly described as follows:

All bearings are referenced to the west line of said tract recorded in Volume 2285, Page 216 of the deed records.

COMMENCING at the intersection of the north right-of-way line of State Highway No. 366 and the east right-of-way line of Park Street, Thence N 08°16'22" E, along the east right-of-way of Park Street, a distance of 359.00 feet to the Point of Beginning of the herein described proposed plant site, said point being a ½" iron rod found marking the southwest corner of said tract and the southwest corner of the proposed plant site;

THENCE N 08°16'22" E, along the east right-of-way line of Park Street, a distance of 479.78 feet to a point;

THENCE S 81°43'38" E, a distance of 482.44 feet to a point;

THENCE S 08°16'22" W, a distance of 209.78 feet to a point;

THENCE N 81°43'38" W, a distance of 102.27 feet to a point;

THENCE S 08°16'22" W, a distance of 270.00 feet to a point;

THENCE N 81°43'38" W, a distance of 380.17 feet to a the POINT OF BEGINNING;

Proposed plant site containing 203,852.10 square feet or 4.680 acres.

November 5, 2013



Marc C. Ouellette – R.P.L.S. No. 5877
2310 Owen Street, Alvin, Texas 77511



METES AND BOUNDS
PROPOSED PLANT SITE
JEFFERSON COUNTY, TEXAS

Being a metes and bounds description of a proposed plant site being a part of Texaco Chemical Company's Parcel 8A and being the same tract of land purchased from B. F. Goodrich Company as recorded in Volume 2285, Page 216 of the Deed Records of Jefferson County, Texas, and also being situated in the Thomas F. McKinney Survey, Abstract 41, Jefferson County, Texas, said proposed plant site being more particularly described as follows:

All bearings are referenced to the west line of said tract recorded in Volume 2285, Page 216 of the deed records.

COMMENCING at the intersection of the north right-of-way line of State Highway No. 366 and the east right-of-way line of Park Street, Thence N 08°16'22" E, along the east right-of-way of Park Street, a distance of 359.00 feet to the Point of Beginning of the herein described proposed plant site, said point being a 1/2" iron rod found marking the southwest corner of said tract and the southwest corner of the proposed plant site;

THENCE N 08°16'22" E, along the east right-of-way line of Park Street, a distance of 479.78 feet to a point;

THENCE S 81°43'38" E, a distance of 482.44 feet to a point;

THENCE S 08°16'22" W, a distance of 209.78 feet to a point;

THENCE N 81°43'38" W, a distance of 102.27 feet to a point;

THENCE S 08°16'22" W, a distance of 270.00 feet to a point;

THENCE N 81°43'38" W, a distance of 380.17 feet to a the POINT OF BEGINNING;

Proposed plant site containing 203,852.10 square feet or 4.680 acres.

November 5, 2013



Marc C. Ouellette – R.P.L.S. No. 5877
2310 Owen Street, Alvin, Texas 77511



JEFFERSON COUNTY, TEXAS
 THOMAS F. MCKINNEY SURVEY, A-41

AIR LIQUIDE LARGE INDUSTRIES U.S. LP (LEASE)
 10.33 ACRE TRACT
 VOLUME 2285, PAGE 216
 DEED RECORDS
 JEFFERSON COUNTY, TEXAS



PARK STREET
 (95' RIGHT OF WAY)

S 81°43'38" E - 482.44'

157,906.46 SQUARE FEET
 3.625 ACRES

PROPOSED PLANT SITE
 203,852.10 SQUARE FEET
 4.680 ACRES

45,945.64 SQUARE FEET
 1.055 ACRES

TPC GROUP



Marc C. Ouellette
 MARC C. OUELLETTE - R.P.L.S. No. 5877
 2310 OWEN STREET, ALVIN, TEXAS 77511

POINT OF BEGINNING FOUND
 1/2" IRON ROD

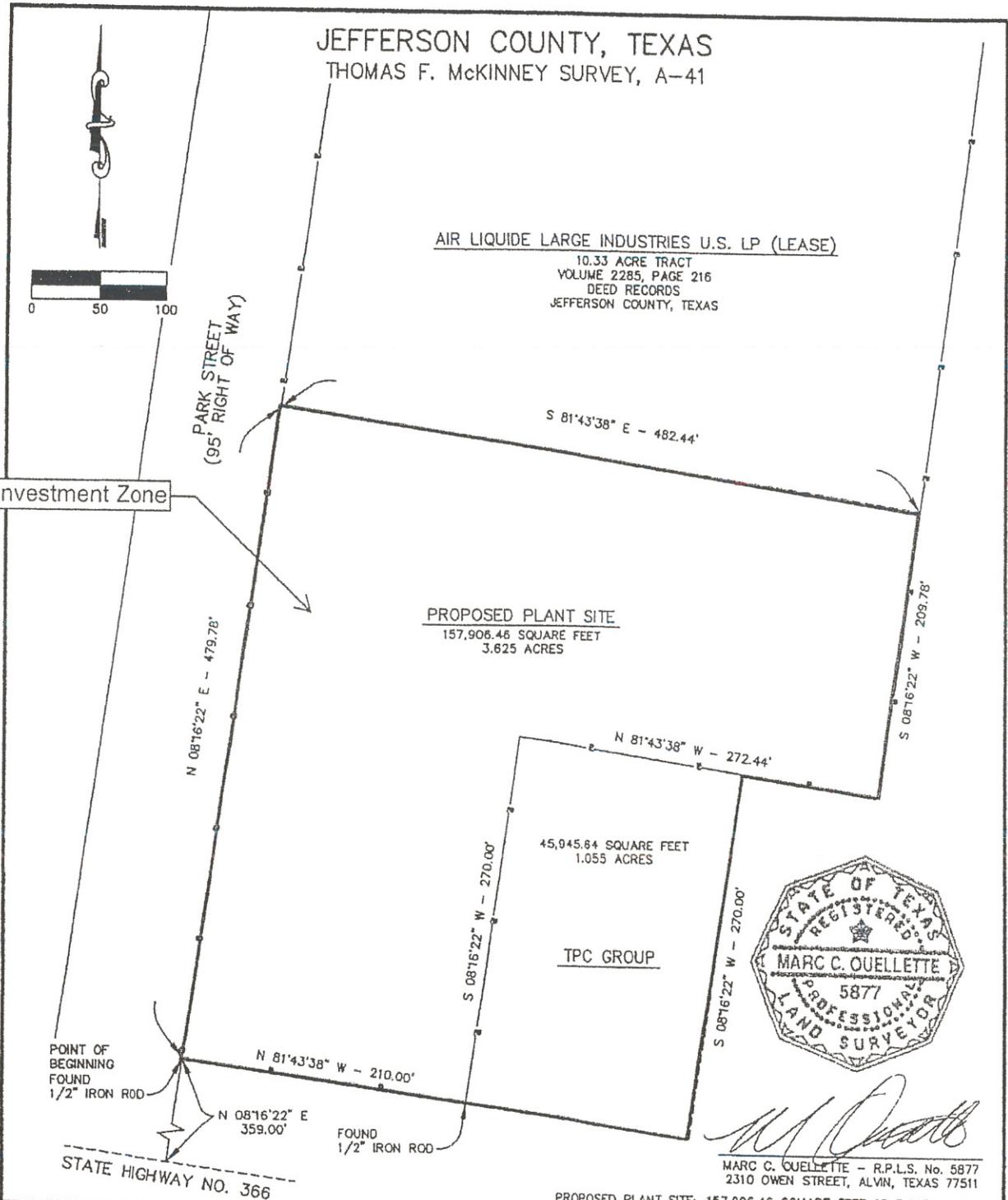
FOUND 1/2" IRON ROD

STATE HIGHWAY NO. 366

PROPOSED PLANT SITE: 203,852.10 SQUARE FEET OR 4.680 ACRES

REVISION			DATE	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	11-05-2013			SCALE 1" = 100'
1.			DRAWN BY MCO-2M	<p>PROPOSED PLANT SITE AIR LIQUIDE LARGE INDUSTRIES U.S. LP JEFFERSON COUNTY, TEXAS</p>	JOB NO.	
2.			CHECKED		DWG. NO.	
3.			APP'D		PLANT SITE	
4.						

REINVESTMENT ZONE MAP



REVISION			DATE		AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	11-05-2013			SCALE 1" = 100'
1.			DRAWN BY	PROPOSED PLANT SITE AIR LIQUIDE LARGE INDUSTRIES U.S. LP JEFFERSON COUNTY, TEXAS		JOB NO.
2.			MCO-2M			DWG. NO.
3.			CHECKED			AL PLANT SITE
4.			APP'D			

PROPOSED PLANT SITE: 157,906.46 SQUARE FEET OR 3.625 ACRES
 MARC C. OUELLETTE - R.P.L.S. No. 5877
 2310 OWEN STREET, ALVN, TEXAS 77511

EXHIBIT D – “List of HUB/ DBE Companies”

Minority Business Directory

*** Indicates certification as a HUB/DBE has been obtained**

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
2905 Laurel Ave.
Beaumont, TX 77703
Tel: 409-832-1099
Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
South Park ComPRO Tax
4390 Highland Avenue
Beaumont, TX 77705
Tel: 409-832-8299
Fax: 409-832-1661
Website: www.comprotax.com

*Stephanie Clark
The Ann Group
2700 Blanchette St. (01)
Tel: 409-813-3696
Fax: 409-813-3404
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad
ComPRO Tax
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-832-3565
Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

Advertising & Public Relations

Jessie Haynes & Associates
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.haynespr.com

Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

LanLos Appliance & Air Conditioning Repair
P.O. Box 5513
Beaumont, TX 77726
Tel: 409-724-4101

Villery's
Refrigeration & Air Conditioning Service
Tel: 409-838-2233

Barbecue/ Caterers

Charlie Dean
Dean's Bar-B-Q & Catering
805 Magnolia
Beaumont, TX 77701
Tel: 409-835-7956

Eugene Sam
Tillmans Barbecue Pit
1104 Sherman St
Beaumont, TX 77701
Tel: 409-838-5592

Gerard's Barbecue Diner
3730 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-9135

Jack Patillo Barbecue
2775 Washington Blvd.
Beaumont, TX 77705
Tel: 409-833-3154

Leonard Broussard
Broussard's Bar-B-Q
2930 S. 11th Street
Beaumont, TX 77701
Tel: 409-842-1221

*Mouton's Catering
3845 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
Bab's Carpet
4940 Highland Ave.
Beaumont, TX 77705
Tel: 409-833-7484
Fax: 409-790-4218

Delores Fruge
Power Stretch Carpet
502 S. 4th St.
Beaumont, TX 77701
Home: 409-832-8626
Cell1: 409-617-1862
Cell2: 409-338-9907
Fax: 409-833-3230

Raymon and Sharonne Morris
Morris and Morris Floor Covering
4515 Ironton
Beaumont, TX 77703
Home: 409-833-5011
Tel: 409-553-9861

Computer Service & Repair

Chris Martin
601 Woodworth
Port Arthur, TX 77642
Tel1: 409-982-3528
Tel2: 409-982-3529

David Leaven / Marcus Frank
F & L Computer Solutions
P.O. Box 328-A
Winnie, TX 77665
Tel: 409-351-1256

Consultant

Felicia Young, Owner
Five Star Business Solutions
Tel: 409-466-6038

**Contractors / Construction Services / Community Development /
Home Builders**

Al Armstrong
SEATECH
3227 Highland Ave
Beaumont, TX 77701
Tel: 409-350-5620

Albert Ceaser
CMM Construction
Tel 409-842-1250

Arthur Limbrick, Sr.
Lim Construction, Inc.
Commercial & Residential Building
4935 Fannett Road
Beaumont, TX 77705
Tel: 409-842-9765
Fax: 409-842-9141
Cell: 409-338-0832

Celestine's Construction
510 Palm St.
Beaumont, TX 77705
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: www.coastaltxs@aol.com

Cornelius Harris
Alamo Contractors

Don LaFleur
Don LaFleur Construction & Homes
5681 Eastex Freeway
Beaumont, TX 77708
Tel: 409-347-0593

Donald Ray Wise
Wise Barricades
Tel: 409-835-5113

Eddie Senigaur
Senigaur Home Builder & General Contractor
3196 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-5220
Fax: 409-842-2983

Jerry Ball- VP
EnviroTech Services LLC
Southeast Texas Division
3024 Commerce St.
Port Arthur, TX 77642
Tel: 409-790-5910
Toll Free: 800-286-3695
Email: jerry.ball@osfinc.net

*Joshua Allen
J. Allen contractors, Inc.
Tel: 409-833-8947
Email: office@jallenmgmt.com

Lloyd Broussard
EnviroTech Services, LLC
4002 Caroline Street
Houston, TX 77004
Tel: 713-551-6671

Ernestine Wade
Gulf Coast Industrial Contractors, Inc.
Tel: 409-842-1522

Joe Wheaton
Joe Wheaton Construction Co.

Johnny Casmore
Builders, Inc.
7295 Ellen Lane
Beaumont, TX 77708
Tel: 409-892-2223
Fax: 409-466-1251

Joseph D. Deshotel
DEZ-TEX Construction, Inc.
Tel: 409-842-4844

*Kenny Timms
KT Maintenance
Tel: 409-982-9952
Email: Kenny.tims@ktmaintenance.com

Mr. Vories Lornette, Sr.
Faith Construction
Tel: 409-794-2615

Mr. Matt Hopson
Southeast TX Community Development
1460 Gladys
Beaumont, TX 77701
Tel: 409-835-7527
Fax: 409-835-1680
Email: mhopson@setcdc.org

Mrs. Antoinette J. Hardy
Beaumont Community Development
505 E. Florida
Beaumont, TX 77705
Tel: 409-813-2158
Fax: 409-813-2165
Email: ahardy1969@yahoo.com

Ms. Mary Randall
J&M construction
Tel: 409-842-0967

Naomi Lawrence-Lee
CNB Development Group
Tel: 409-767-8037
Email: nlee@cnbhomes.com

Ories Holmes
Ories Holmes Construction
Tel: 409-842-3943

Paul Buxie
Buxie Builders
Tel: 409-833-2028

Perkins brown
Brown Fencing & construction
Tel: 409-833-1533

R. Anthony Lewis II
Custom Home Design & Building
Tel: 409-839-4735

Ray Marsh
RAM Contracting Services
Tel: 214-597-0541
Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar
 Owner / Superintendent
 GP Realty Building Co.
 648 Orleans
 Beaumont, TX 77701
 Richard Tel: 281-895-7773
 Bruce Tel: 409-454-6356
 Fax: 409-835-6775

*Roosevelt Petry
 GP Industrial Contractors, Inc.
 rpetry@gpic2000.com
 Port Arthur, TX 77640
 Tel: 281-850-8889

Steve Andrus
 Andrus Construction
 Beaumont, TX 77703
 Home: 409-835-4397
 Work: 409-835-8629
 Cell: 409-466-1860

William Kenebrew, Sr.
 Kenebrew Masonary
 Tel: 409-866-3310

Commodities

*Loma George
 LG Supplies
 9545 Riggs Street
 Beaumont, TX 77707
 lomageorge@att.net
 Tel: 409-782-4086

Copy Services

Jeanette Rideau
 Reliable Copy Service
 2498 Washington Blvd -B
 Beaumont, TX 77705
 Tel: 409-835-1218
 Fax: 409-838-0064
 Email: jeanetteRCS@sbcglobal.net

Council

Beverly L. Hatcher- President
Golden Triangle Minority Council, Inc.
P.O. Box 21664
Beaumont, TX 77720-1664
Tel: 409-962-8530
Fax: 409-898-8077
Email: gtmbc@ih2000.net
Website: www.gtmbc.com

Electrical/ Mechanical Contractors

Calvin Walker
Walker's Electric Company
2916 Magnolia Street
Beaumont, TX 77703
Tel: 409-212-9244
Fax: 409-212-9245

*Gregory T. Johnson, Sr.
GJETCO
P.O. Box 22735
Beaumont, TX 77720
Tel: 409-866-3829
Fax: 409-866-6962

*Joseph C. Ledet, III
Ledet Electrical Services
Tel: 409-896-5471
Cell: 409-791-1366

Ray Marsh
RAM Electrical & Mechanical Contractors
3467 Elinor
Beaumont, TX 77705
Cell: 214-597-0541
Fax: 972-539-2422
Email: ray@ram4mep.com

Employment Services

Imogene Chargois
Texas Workforce Centers of Southeast Texas
304 Pearl Street
Beaumont, TX 77701
Tel: 409-839-8045
Fax: 409-835-0774
Email: imogene.chargois@setworks.org

*Luis G. Silva
Silva Employment Network
2901 Turtle Creek Drive, Suite 205
Port Arthur, TX 77642
Tel: 409-727-4024
Fax: 409-727-4094
Email: lgsilva1940@aol.com

Energy

Syed Mohiuddin
Apex Petroleum & Energy Xpress, LLC
The Apex Plaza
9100 SW Freeway, Suite 201
Houston, TX 77074
Tel: 713-541-2755
Fax: 713-541-5535
Website: www.syed@apexgroupofcompaines.com

Engineers

*Andy Chica
Chica & Associates Inc.
595 Orleans, Suite 508
Beaumont, TX 77701
Tel: 409-833-4343

Sina K. Nejad, P.E.
Sigma Engineers, Inc.
4099 Calder Avenue
Beaumont, TX 77706
Tel: 409-898-1001
Fax: 409-898-3420
Email: mail@sigmaengineers.com

Environmental

Bennard L. Nelson, Jr.
 Legacee Environmental
 6001 Savoy, Suite 204
 Houston, TX 77035
 Tel: 713-218-8647
 Fax: 713-218-8649
 Email: bnelson@legaceenvironmental.com

Florists- Retail

Mr. Walter McCloney
 McCloney Florist
 2690 Park St
 Beaumont, TX 77701
 Tel: 409-838-6861
 Fax: 409-838-0085
 Email: waltermccloney@sbcglobal.net

Home Repair & Maintenance

Clinton Ford
 Clint's Maintenance and Repairs
 8345 Lawrence Drive
 Beaumont, TX 77708
 Tel: 409-899-4547

Industrial Consultant

B.D. Belvin and Assoc.
 Consulting Business Development
 9692 Westhiemer Rd., Suite 83
 Houston, TX 77063
 Tel: 512-789-8178
 Email: david@bdbelvin.com
 Website: www.bdbelvin.com

Glenn J. Walters
 Home Sweet Home Enterprise, Inc.
 5212 Culpepper PL
 Wesley Chapel, FL 33544
 Tel: 813-907-9499
 Cell: 813-503-8896
 Fax: 813-994-9557
 Email: glennjwalters@aol.com

Insurance

Bobby L. Holmes
Farmers Insurance Group
1120 Woodworth Blvd.
Port Arthur, TX 77640
Tel: 409-982-1200
Fax: 409-982-1300
Email: bholmes@farmeragent.com

Byron Lewis
LRC Insurance, Inc.
190 S. Dowlen Road
Beaumont, TX 77707
Tel: 409-866-7073
Cell: 409-466-3664
Email: lrcinsurance@yahoo.com

Charles E. Taylor
Farmers Insurance Group
3355 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-8300
Home: 409-866-8412
Email: mrcharlestaylor@cs.com

O'Dell E. Harmon
A & M Marketing
595 Orleans, Suite 1128
Beaumont, TX 77701
Tel: 409-466-2533
Email: odharm21@yahoo.com
Website: www.coloniallife.com

Lora Brooks Francis
Insurance Medical Services, Inc.
8100 Lemon Tree Court
Port Arthur, TX
Tel & Fax: 409-722-0077
Cell: 409-289-0945

Mark A. Williams
Protectors Insurance & Financial Services
2600 South Loop West, Suite 520
Houston, TX 77054
Tel: 832-347-6080
Fax: 713-660-9977

Email: mwilliams@protectorinsurance.com

Mr. Lawrence Evans
 Farmers Insurance Co.
 3355 Washington Blvd.
 P.O. Box 22897
 Beaumont, TX 77720
 Tel: 409-842-8300
 Fax: 409-842-8304
 Email: levansinsurance@msn.com

Tarik Cooper
 Frank and Cooper, Inc.
 125 IH 10 North Street, Suite 410
 Beaumont, TX 77707
 Tel: 409-284-5341
 Cell: 409-939-0247

Thelma Jefferson
 Discount Medical & Dental
 5125 Folsom
 Beaumont, TX 77706
 Tel1: 409-899-9194
 Tel2: 409-4661822
 Email: cautiousscenery@aol.com

Investment

Connie D. Gist
 EdwardJones
 4414 Dowlen Road, Suite 102
 Beaumont, TX 77706
 Tel1: 409-896-5852
 Toll Free1: 888-368-2620
 Toll Free2: 888-898-7188
 Website: www.edwardjones.com

Lawn Care

Ava S. Hamilton
 B & A Lawn Care Service
 P.O. Box 22855
 Tel1: 409-866-9399
 Tel2: 409-651-9955
 Tel3: 409-651-9954

*Michael Alfred
The Garden of Gethsemane
Tel: 409-842-2773

Logistic

*Ray Deshotel
Beaumont Warehouse-Transportation
P.O. Box 20477
Beaumont, TX 77720
Tel: 409-883-9997
Fax: 409-883-4208
Cell: 409-299-0053
Email: ldeshotel@pnx.com

Maintenance

Kenny L. Tims, Sr.- President
KT Maintenance Company, Inc.
800 Proctor Street
Port Arthur, TX 77640
Tel: 409-982-9952
Fax: 409-982-4851
Email: kenny.tims@ktmaintenance.com

Misc.

Clarence C. Jones
M&R Cleaning Services
Tel: 409-833-4535

Delois Roy
Art World
Tel: 409-892-7638

J.M. Kaufman
J.M. Kaufman Materials Co.
Tel: 409-985-4906

James Holmes
James Holmes Enterprises, Inc.
Tel: 409-842-3685

*Toni Prados
Area Impressions Caps & T's
Tel: 409-833-4561
Email: bprados@swbell.net

Office Supply

Howard Giron
Select Business Products
P.O. Box 22741
Beaumont, TX 77720
Tel: 409-866-3224
Fax: 409-866-1401

Pest Control

Colton (Bubba) Moore, Owner
Moore Superior Pest Control, Inc.
Tel: 409-899-1799

Photography

Harold's Photography
2705 S. Fourth St
Beaumont, TX 77705
Tel: 409-794-5376
Fax: 409-842-4143
Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry
Photographer & Videographer
2906 Roberts St.
Beaumont, TX 77701
Tel: 409-842-3903

Sonny Perkins
Sonny's Video
2290 Morrison
Beaumont, TX 77701
Tel: 409-832-9380

Plumbing

A.J.
Martha's Sewage and Drainage Service
2370 Columbia Street

Beaumont, TX 77701
Tel: 409-833-2796

Charles chevis
Joe Simon Plumbing & Heating
Tel: 409-842-0490

News/ Media/ Publications

Angel San Juan
KFDM 6 & WB 10 KWBB
P.O. Box 7128
Beaumont, TX 77726-7128
Tel: 409-895-4661
Fax: 409-892-7305
Email: angels@kfdm.com

Helen Hunter Tubbs
Spotlight Magazine
P.O. Box 41203
Beaumont, TX 77725
Tel: 409-832-3494
Fax: 409-832-6171

Jesse Samuels, Sr.
Cumulus
755 S. 11th Street, Suite 102
Beaumont, TX 77701
Tel: 409-833-9421
Fax: 409-833-9296
Home: 409-983-5404

Jessie Haynes
NAC Publishing- 10 Stupid Things
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222

Mr. A. B. Bernard
BGI Enterprise
PO Box 22077
Beaumont, TX 77720-2077
Tel: 409-833-0303
Fax: 409-833-0744

Ms. Vicke Frank
KZZB Radio

2531 Calder Ave.
 Beaumont, TX 77702
 Tel: 409-833-0990
 Fax: 281-424-7588

Tracie Payne
 CUSH Magazine
 P.O. Box 22197
 Beaumont, TX 77720
 Tel: 409-212-1111
 Website: www.cush.com

Purchasing/ Procurement

Odell Wynn
 WGN Procurement
 2626 South Loop West, Suite 545
 Houston, TX 77054
 Tel: 713-857-8359

Real Estate

Dr. Kevin Moulton
 Synergy International Realty
 2955 Laurel St.
 Beaumont, TX 77702
 Tel: 409-835-1111
 Fax: 409-866-5463
 Email: drvinnie@sbcglobal.net

Kim Fenner
 ERA Team REALTORS
 2396 Eastex Freeway
 Beaumont, TX 77703
 Tel: 409-898-0701
 Fax: 409-898-8591
 Cell: 409-893-0735
 Email: kim.fenner@era.com
 Website: www.erateamrealtors.com

Mr. Pat Gibbs
 G-Team Real Estate
 3229 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-832-2500
 Fax: 409-832-2515
 Email: phgibbs@sbcglobal.net

Mrs. Dee Richard Chavis
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@ft.rr.com

Mrs. Willie Mae Thomas
Five Brothers Investments
6140 W. Windemere Dr.
Beaumont, TX 77713
Tel: 409-898-4100
Cell: 409-201-0777
Fax: 409-898-4090
Email: grannysboy4@yahoo.com

Walter Kyles, Jr. & Co.
Insurance- Real Estate- Construction
2875 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-3444
Fax: 409-842-9770
Cell: 409-338-1365
Email: kyles@aol.com

Restaurants

Floyd & Carol Dixon
 Southern Delight Restaurant
 3195 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-840-5025

Frank Owens, Proprietor
 Dairy Queen
 3755 College St.
 Beaumont, TX 77701
 Tel: 409-838-4723

Nolan Hines, Jr.
 Taste of Orleans
 672 Orleans St.
 Beaumont, TX 77701
 Tel: 409-833-9460
 Cell: 409-553-4632
 Fax: 409-833-9470
 Website: www.tasteoforleansonline.com

Roofing

John & Lawrence
 Norman & Norman Roofing
 Beaumont, TX
 John Tel: 409-454-8586
 Lawrence Tel: 409-838-4266

Sanitary Supply

Armstead Price, Owner
 MVP Janitorial Inc.
 5430 Concord Road, Suite A
 P.O. Box 22961-2961
 Beaumont, Tx 77720
 Tel: 409-347-4100
 Cell: 409-454-5100

*S and S – Enterprises
 PO Box 1983
 Beaumont, TX 77704
 Tel: 409-842-0594
 Fax: 409-842-0594
 Pager: 409-726-3624

The Invisible Armor
Tammy Powell
P.O. Box 22492
Beaumont, TX 77720
Tel: 409-840-9801
Fax: 409-840-9815
Email: www.iarmor.net

Trophies

*Harold Williams & Sherrie Charles
AAA Trophy Shop & Etc.
4570 Highland Ave
Beaumont, TX 77705
Tel: 409-651-6050
Fax: 409-842-6473
Email: aaatrophysshop@yahoo.com

Trucking/Heavy Hauling

Alex J. Jeanmard
J&J Trucking
Tel: 409-833-3026

Erwin Charles
Charles Trucking
Tel: 409-835-5805

Delisa Bean
Dawn Express
2005 Broadway, Suite 113
Beaumont, TX 77702
Tel: 409-212-8222

Frank Patillo
Frank Patillo Trucking
Tel: 409-833-0804

Gerald Castille
G&S Trucking & Mowing
Tel: 409-832-8347

Chris Gobert
Gobert Trucking Company
Tel: 409-838-5079

Jerry P. Bernard

Bernard's Trucking
Tel: 409-842-1259

Joseph Charles
J&P Trucking
Tel: 409-835-3119

Mrs. Shelia M. Mire
W&S Mire Trucking

Roland Eaglin
Roland Eaglin Trucking
Tel: 409-835-0100

Wrecker Services

Mr. Chuck Guillory
Chuck's Wrecker Service
2945 Blanchette Service
Beaumont, TX 77701
Tel: 409-832-8228
Fax: 409-833-8348

Tommy Guillory
Guillory's Wrecker Services
4020 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-5106
Bernard Simon
Mirror Shine & Shoe Repair
657 Park
Beaumont, TX 77701
Tel: 409-835-5722

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" - AFFILIATES OF OWNER



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Proclamation was adopted:

DOWN SYNDROME AWARENESS MONTH

Whereas, approximately one in every 800 children are born with Down syndrome, representing approximately 5,000 births per year in United States; and

Whereas, while research and early intervention have resulted in dramatic improvements in the lifespan and potential of those who are affected, more investigation is needed in the causes and treatment of Down syndrome; and

Whereas, people with Down syndrome possess a wide range of abilities, and are active participants in educational, occupational, social, and recreational circles of the community; and

Whereas, developed by the National Down Syndrome Society in 1995, the Buddy Walk, which will be held on October 25, 2014, is an annual event in cities across Texas and the nation celebrating the accomplishments of children and adults with Down Syndrome; and

Whereas, The Arc of Greater Beaumont has supported families who have children with disabilities, and special healthcare needs in Beaumont and desires to increase the support network and support groups of those with Down Syndrome across our state; and

Whereas, the goal of the Buddy Walk is to promote acceptance and inclusion of people with Down syndrome, while raising funds for local programs and national advocacy efforts.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim October 2014 as DOWN SYNDROME AWARENESS MONTH in Jefferson County and we urge all to support The Arc of Greater Beaumont and participate in the Buddy Walk.

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

October 8, 2014

Loma,

Please add this to the Commissioners Court agenda for Monday, October 13, 2014:

Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for previously tabled grant requests from the Fall 2014 grant cycle.

	Requested	Recommended
Southern Black Softball Association September 25 - 27, 2015	\$5,000	\$3,000
Southern Black Softball Association August 21 - 23, 2015	\$7,500	\$5,000

***All listed below have requested & been recommended the
Tournament Non-bid Fee Rule**

Southern Black Softball Association March 14 & 15, 2015	\$500	\$500
Top Dog Softball April 18 & 19, 2015	\$500	\$500
STARS Over Texas September 12 - 14, 2014	\$500	\$500
STARS Over Texas September 27 & 28, 2014	\$500	\$500

Thanks so much!

Kathi



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

October 6, 2014

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

Gentlemen:

Enclosed is the Investment Schedule as of September 30, 2014, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.03%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on September 30, 2014 was .02% and the interest on your checking accounts for the month of September was .187%

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 October 13, 2014, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

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

JEFFERSON COUNTY MONTH END SEPTEMBER 30, 2014 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAIR 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																
INVESTMENT ACCT	01-Sep-14	\$7,662.51	\$7,662.51	100	0.150%	30-Sep-14	NONE	30	30	7560310386	WELLS FARGO	\$7,662.51				\$7,662.51
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	822	1096	3134G4QW1	COASTAL SECURITIES	\$1,999,000.00	\$99.95	\$4,297.22	\$8,500.00	\$2,003,297.22
FHLMC 1.10%	30-Jun-14	\$2,000,000.00	\$2,000,000.00	100	1.100%	30-Jun-17	30-Sep-14	1004	1096	3134G5A90	COASTAL SECURITIES	\$2,000,000.00	\$100.00	\$5,561.11	\$0.00	\$2,005,561.11
FHLMC .50%	20-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	20-Jun-16	20-Dec-13	629	1096	313839ED9	COASTAL SECURITIES	\$1,993,600.00	\$99.68	\$2,805.56	\$10,000.00	\$1,996,405.56
FHLMC 1.15%	28-Jul-14	\$2,000,000.00	\$2,000,000.00	100	1.150%	28-Jul-17	28-Oct-14	1032	1096	3134G5D36	WELLS SECURITIES	\$1,998,400.00	\$99.92	\$4,025.00	\$10,000.00	\$2,002,425.00
FHLMC 0.90%	20-Mar-14	\$2,000,000.00	\$2,000,000.00	100	0.900%	20-Mar-17	20-Jun-14	902	1096	3134G4WH7	WELLS SECURITIES	\$1,995,400.00	\$99.77	\$550.00	\$9,000.00	\$1,995,950.00
FHLMC 1.0%	27-Mar-14	\$2,000,000.00	\$2,000,000.00	100	1.000%	27-Mar-17	27-Jun-14	909	1096	3134G4XX1	COASTAL SECURITIES	\$1,997,600.00	\$99.88	\$222.22	\$10,000.00	\$1,997,822.22
FHLMC 1.12%	25-Aug-14	\$2,000,000.00	\$2,000,000.00	100	1.120%	25-Aug-17	25-Feb-15	1080	1096	3130A2UB0	COASTAL SECURITIES	\$1,990,400.00	\$99.52	\$2,240.00	\$0.00	\$1,992,640.00
FHLMC 1.25%	28-Aug-14	\$2,000,000.00	\$2,000,000.00	100	1.250%	28-Aug-17	28-Nov-14	1063	1096	3130A2RW8	COASTAL SECURITIES	\$1,994,800.00	\$99.74	\$2,291.67	\$0.00	\$1,997,091.67
FHLMC 1.0%	10-Apr-14	\$2,000,000.00	\$2,000,000.00	100	1.000%	10-Apr-17	10-Jul-14	923	1096	3134G4YG7	WELLS SECURITIES	\$1,999,200.00	\$99.96	\$9,500.00	\$0.00	\$2,008,700.00
FHLMC 1.125% (NEW)	15-Sep-14	\$2,000,000.00	\$2,000,000.00	100	1.125%	15-Sep-17	15-Mar-15	1081	1096	3134G5GR0	COASTAL SECURITIES	\$1,996,600.00	\$99.83	\$1,000.00	\$0.00	\$2,000,544.44
FHLMC 1.30% (NEW)	29-Sep-14	\$2,000,000.00	\$2,000,000.00	100	1.300%	29-Sep-17	29-Dec-14	1095	1096	3130A32N3	COASTAL SECURITIES	\$2,000,400.00	\$100.02	\$144.44	\$0.00	\$2,000,544.44
ICD-BMW Bank 1.05%*	20-Jun-14	\$248,000.00	\$248,000.00	100	1.050%	20-Jun-17	None	984	1096	05680AAK0	WELLS SECURITIES	\$248,000.00	\$100.00	\$734.83	\$0.00	\$248,734.83
ICD-Discover Bk 1.10%*	26-Jun-14	\$248,000.00	\$248,000.00	100	1.100%	26-Jun-17	None	1000	1096	254671X21	WELLS SECURITIES	\$248,000.00	\$100.00	\$724.98	\$0.00	\$248,724.98
ICD-Ally Bank 1.15%*	26-Jun-14	\$248,000.00	\$248,000.00	100	1.150%	26-Jun-17	None	1000	1096	02006LFR4	WELLS SECURITIES	\$248,000.00	\$100.00	\$757.93	\$0.00	\$248,757.93
ICD-Goldman S. 1.15%*	26-Jun-14	\$248,000.00	\$248,000.00	100	1.150%	26-Jun-17	None	1000	1096	38147JK76	WELLS SECURITIES	\$248,000.00	\$100.00	\$757.93	\$0.00	\$248,757.93
* (Investment CDs)																
INVESTMENT ACCT		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE		WEIGHTED AVG.		MATURITY DAYS		TOTAL MARKET VALUE				TOTAL BOOK VALUE
INVESTMENT ACCT		\$7,662.51	\$7,662.51		1.030%	0.764%		958				\$7,662.51				
CDs and Securities		\$22,992,000.00	\$22,992,023.09									\$22,957,400.00				
TOTALS ALL ACCTS:		\$22,999,662.51	\$22,999,685.60									\$22,965,062.51				\$23,000,675.40
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS AS OF SEPTEMBER 30, 2014																
MARKET VALUE OF PLEDGE SECURITIES																
BALANCE IN ALL ACCOUNTS: \$101,682,024.49																
OVER OR (UNDER) AMOUNT: \$67,388,424.87																
150.89%																

Tom Funchess

Tom Funchess, Jefferson County Investment Officer

SEPTEMBER 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-Sep-14	\$7,662.51	\$7,662.51		0.150%	30-Sep-14		30	7560310386	WELLS FARGO	\$0.85	
FHLMC 0.90%	20-Mar-14	\$2,000,000.00	\$2,000,000.00	100	0.900%	20-Mar-17	20-Jun-14	1096	3134G4WH7	WELLS SECURITIES	\$9,000.00	COUPON
FHLMC 1.0%	27-Mar-14	\$2,000,000.00	\$2,000,000.00	100	1.000%	27-Mar-17	27-Jun-14	1096	3134G4XX1	COASTAL SECURITIES	\$10,000.00	COUPON
CHECKING INTEREST												
POOLED CASH ACCT					0.187%					WELLS FARGO	\$9,302.02	
OTHER COUNTY ACCTS					0.187%					WELLS FARGO	\$581.27	
TAX LICENSE ACCT					0.187%					WELLS FARGO	\$82.21	
TOTAL		\$4,007,662.51	\$4,007,662.51								\$28,966.35	\$28,966.35

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	0.05%	\$29,905.27	0.188%
MARCH	0.04%	\$28,348.06	0.188%
APRIL	0.03%	\$25,370.53	0.180%
MAY	0.04%	\$20,709.79	0.180%
JUNE	0.02%	\$31,031.13	0.184%
JULY	0.03%	\$28,500.91	0.186%
AUGUST	0.03%	\$27,876.15	0.187%
SEPTEMBER	0.02%	\$28,966.35	0.187%
ANNUAL TOTALS		\$ 317,884.13	

Ron Westphal

From: Ron Westphal <ronaldw@co.jefferson.tx.us>
Sent: Tuesday, September 30, 2014 9:46 AM
To: 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Kenneth Minkins; 'Mario Watkins, Prct 4 Asst.'; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; 'Robbie Griffith, Prct 1 Foreman'
Subject: Final Plat - Easy Acres - Precinct #3
Attachments: 2014-09-30 Easy Acres - Final Plat for review.pdf

Gentlemen,

Attached is the Final Plat of Easy Acres located off of Hamshire Road in commissioner Precinct No. 3 and is outside any ETJ. I will be placing this plat on the October 13th, 2014 Agenda for approval. Please contact me with any concerns which you may have.

Ron

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



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

RECEIVED
OCT 09 2014

Date: October 9, 2014

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

From: G. Mitch Woods, Sheriff
Sheriff's Office

Re: Ten Day Extension – Janet Jacobson, Correctional Officer

Please place the following item on the Commissioners' Court agenda for Monday, October 13, 2014.

Please consider and possibly approve an additional 10 days extended medical leave without pay for Janet Jacobson. Ms. Jacobson needs the extension due to her medical condition.

Regards,

G. Mitch Woods, Sheriff
Jefferson County Sheriff's Office

Regular, October 13, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, October 13, 2014