

SPECIAL, 1/26/2015 1:30:00 PM

BE IT REMEMBERED that on January 26, 2015, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
January 26, 2015

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
January 26, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **26th** day of **January 2015** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

*Notice of Meeting and Agenda and Minutes
January 26, 2015*

PURCHASING:

1. Consider and approve award, execute, receive and file contract for (IFB 14-053/KJS), Popeye Park Bog with Goss Building, Inc. in the amount of \$73,550.00.

SEE ATTACHMENTS ON PAGES 8 - 20

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

2. Consider and approve First Amendment to Tower Lease agreement with Crown Communication LLC, for the Texas Pine Island tower site effective 12/31/2010 and extending the agreement until 10/08/2024.

SEE ATTACHMENTS ON PAGES 21 - 23

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

COUNTY AUDITOR:

3. Consider and approve budget amendment - Transfer Out-Capital Projects - Subcourthouse pond.

120-0000-491-8006	CAPITAL PROJECTS FND #311	\$15,000.00	
116-0606-452-4009	BUILDINGS AND GROUNDS		\$7,500.00
120-6084-416-3084	MINOR EQUIPMENT		\$3,000.00
120-6084-416-4009	BUILDINGS AND GROUNDS		\$3,500.00
120-6084-416-5048	PEST CONTROL		\$1,000.00

SEE ATTACHMENTS ON PAGES 24 - 25

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

4. Consider and approve budget transfer - 252nd District Court - five replacement computers.

120-2037-412-6002	COMPUTER EQUIPMENT	\$7,500.00	
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*Notice of Meeting and Agenda and Minutes
January 26, 2015*

120-2037-412-2003	EMPLOYEES' INSURANCE		\$7,500.00
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SEE ATTACHMENTS ON PAGES 26 - 26

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

5. Consider and approve filling Forensic Accountant position in the District Attorney's Office at an annual salary up to \$150,000. Funds are available in the current budget to complete the remainder of the fiscal year as this position has been vacant since 10/1/2014. The 2015/2016 Budget will require and additional \$30,000 increase to pay annual salary.

The issue of the 2015/2016 is mute and will be addressed in next fiscal year budget, HR Director stated that \$120,000 was allocated for that position this fiscal year. An increase in the salary for the Forensic Accountant next fiscal year will be addressed next budget year by Commissioners' Court.

SEE ATTACHMENTS ON PAGES 27 - 27

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

6. Regular County Bills - check #403028 through check #403180.

SEE ATTACHMENTS ON PAGES 28 - 35

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

COUNTY COMMISSIONERS:

7. Consider and possibly approve a Resolution approving a partial assignment of the OCI N.V. ABATEMENT AGREEMENT for Phase 1 for property located in the OCI Reinvestment Zone to Air Liquide Large Industries US L.P.

SEE ATTACHMENTS ON PAGES 36 - 46

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

8. Consider, approve and possibly authorize the County to execute the 2015 Loan Agreement with the National Museum of the United States Air Force Display Program for the plane display at Veterans Memorial Park.

SEE ATTACHMENTS ON PAGES 47 - 55

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider and possibly approve a Resolution to display the National Motto, "In God We Trust" in the Commissioners Courtroom.

SEE ATTACHMENTS ON PAGES 56 - 57

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

10. Receive presentation by the Honorable Deloris Prince and introduction of Brian McDougal, the new City Manager for the City of Port Arthur, Texas.

Action: NONE

*Notice of Meeting and Agenda and Minutes
January 26, 2015*

11. Consider and possibly approve a Resolution to appoint Victor Pierson as an at-large director of the Gulf Coast Community Protection and Recovery District.

SEE ATTACHMENTS ON PAGES 58 - 58

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

RISK MANAGEMENT:

12. Consider and possibly approve Commercial Property Insurance renewal with AmRisc, effective February 1, 2015, at an annual premium of \$1,157,448.00 (a 7.7% reduction from 2014).

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

13. Consider and possibly approve Boiler & Machinery coverage renewal with Hartford Steam Boiler, effective February 1, 2015, at an annual premium of \$10,380.00 (an 8.5% decrease from 2014).

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

14. Consider and possibly approve Excess Workers' Compensation & Public Officials Liability Insurance with Colony Insurance, effective February 1, 2015, at an annual premium of \$159,157.93.

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
January 26, 2015

15. Consider and possibly approve Government Crime Coverage renewal with Great American Insurance, effective February 1, 2015, at an annual premium of \$4,599.00 (a 4.5% increase from 2014).

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

16. Consider and possibly adopt a Resolution recognizing Bradford E. Lowe, Sr. for 32 years and 5 months of dedicated service as a Major in the Fugitive Warrant Division for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his future endeavors.

SEE ATTACHMENTS ON PAGES 59 - 60

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-sixth day of January in the year Two thousand Fifteen

(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

and the Contractor:
(Name, legal status, address and other information)

Goss Building, Inc.
2455 West Cardinal Drive
Beaumont, Texas 77705

for the following Project:
(Name, location and detailed description)

Jefferson County Sub-Courthouse -Popeye Park Bog
525 Lakeshore Drive
Port Arthur, Texas 77640

The Architect:
(Name, legal status, address and other information)

The LaBiche Architectural Group, Inc.
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ninety (90) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

It is hereby agreed between both parties to this Contract that the amount of said damages are hereby ascertained and liquidated at the greater of Two hundred dollars (\$200.) per day.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seventy-three thousand five hundred and fifty dollars (\$ 73,550.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to

Init.

substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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ARTICLE 6 DISPUTE RESOLUTION**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Zero percent per annum % (0)

§ 8.3 The Owner's representative:

(Name, address and other information)

Jeff R. Branick, County Judge
Jefferson County Courthouse
1149 Pearl Street, 4th Floor
Beaumont, Texas 77701

§ 8.4 The Contractor's representative:

(Name, address and other information)

Anthony Goss, Vice President
Goss Building, Inc.
2455 West Cardinal Drive
Beaumont, Texas 77705

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

Init.

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User Notes:

(1098147143)

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A (attached)

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B (attached)

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	12/10/14	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Init.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
<u>Exhibit C (Sections 6 and 7) (attached)</u>	

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Jeff R. Branick, County Judge
(Printed name and title)



CONTRACTOR (Signature)

Anthony Goss, Vice President
(Printed name and title)

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

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

ATTEST _____
DATE _____

EXHIBIT A
 A101-2007
 POPEYE PARK BOG
 JEFFERSON COUNTY SUB COURTHOUSE
 01.21.15

BIDDING REQUIREMENTS

- LEGAL NOTICE
- TABLE OF CONTENTS
- INSTRUCTIONS TO BIDDERS
- GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT
- SPECIAL REQUIREMENTS / INSTRUCTIONS
- MINIMUM SPECIFICATIONS
- OFFER AND ACCEPTANCE FORM / OFFER TO CONTRACT
- ACCEPTANCE OF OFFER
- BID FORM
- VENDOR REFERENCES
- SIGNATURE PAGE
- CONFLICT OF INTEREST QUESTIONNAIRE
- GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST
- NOTICE OF INTENT TO SUBCONTRACT WITH HUB
- HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM
- RESIDENT CERTIFICATION / TAX FORM
- BID AFFIDAVIT
- BID BOND

Division	Section Title	Pages
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DIVISION 1 - GENERAL REQUIREMENTS

010100	SUMMARY OF WORK	4
010300	SPECIAL CONDITIONS	3
010410	PROJECT COORDINATION	2
010450	CUTTING AND PATCHING	3
011200	ALTERATION PROJECT PROCEDURES	3
012500	SUBSTITUTION PROCEDURES	3
012600	CONTRACT MODIFICATION PROCEDURES	3
013100	PROJECT MANAGEMENT AND COORDINATION	7
013300	SUBMITTAL PROCEDURES	10
014000	QUALITY REQUIREMENTS	7
014200	REFERENCES	13
016100	PRODUCT REQUIREMENTS	2
017329	CUTTING AND PATCHING	3
017800	CLOSEOUT PROCEDURES	5

DIVISION 2 - SITE CONSTRUCTION

Not Applicable

DIVISION 3 - CONCRETE

Not Applicable

DIVISION 4 - MASONRY

EXHIBIT A

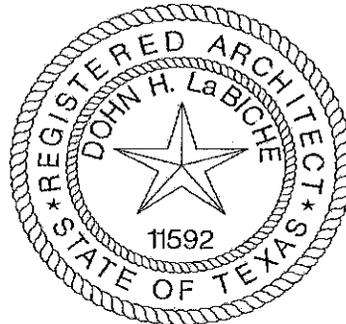


EXHIBIT A

A101-2007

POPEYE PARK BOG

JEFFERSON COUNTY SUB COURTHOUSE

01.21.15

Not Applicable

DIVISION 5 - METALS

Not Applicable

DIVISION 6 - WOOD AND PLASTICS

Not Applicable

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

075220 ROOF INSTALLER'S WARRANTY

2

075600 RETROFIT DRAIN/ FLUID APPLIED FLASHING

7

DIVISION 8 - DOORS AND WINDOWS

Not Applicable

DIVISION 9 - FINISHES

Not Applicable

DIVISION 10 - SPECIALTIES

Not Applicable

DIVISION 11 - EQUIPMENT

Not Applicable

DIVISION 12 - FURNISHINGS

Not Applicable

DIVISION 13 - SPECIAL CONSTRUCTION

Not Applicable

DIVISION 14 - CONVEYING SYSTEMS

Not Applicable

DIVISION 15 - MECHANICAL

Not Applicable

DIVISION 16 - ELECTRICAL

Not Applicable

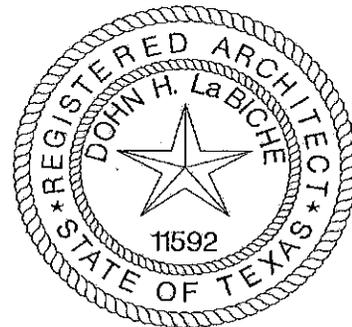
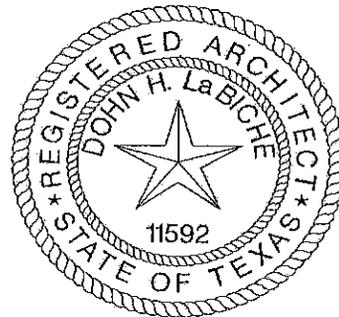


EXHIBIT B
A101-2007
POPEYE PARK BOG
JEFFERSON COUNTY SUB COURTHOUSE
01.21.15

ARCHITECTURAL

A1.0 BOG SITE PLAN AND DETAILS
E1.0 BOG ELECTRICAL PLAN



Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

5. Usage Reports

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

6. Insurance

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

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

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

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

Minimum Insurance Requirements

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

7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Customer Site Name:
Customer Site ID:

Crown Site Name: TX PINE ISLAND CCI
Crown Business Unit: 800170
License Number: 83391
Amendment Number: 434550

FIRST AMENDMENT TO TOWER LICENSE AGREEMENT

This First Amendment to Tower License Agreement (this “Amendment”) is made this _____ day of _____, 20____, by and between Crown Communication LLC, a Delaware limited liability company d/b/a Crown Comm LLC in the state of Texas (Crown Communication Inc., a Delaware corporation, formerly known as Crown Comm Inc. in the state of Texas, was converted pursuant to Delaware law to Crown Communication LLC, effective December 31, 2010) (“Crown”) and Jefferson County, Texas, a county government entity (“Customer”).

RECITALS:

WHEREAS, Crown (and/or certain of its affiliates and/or predecessors-in-interest) and Customer (and/or certain of its affiliates and/or predecessors-in-interest) entered into a certain Tower License Agreement dated May 17, 2004, as may have been previously amended and/or assigned, and as may be subject to any master agreement or any other agreement(s) pertaining thereto (collectively, the “Co-Location Agreement”), whereby Customer leases or licenses from Crown certain space at a telecommunications facility known as TX PINE ISLAND CCI, Crown BU# 800170 (the “Site”); and

WHEREAS, Crown and Customer desire to amend the Co-Location Agreement pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. **Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the Co-Location Agreement.
2. **Term Extension.** The term of the Co-Location Agreement that expired or is scheduled to expire on October 8, 2014 (the “Term”) shall be extended, or shall be deemed to have been extended, commencing effective as of the expiration of said Term as set forth in the Co-Location Agreement (the “Extension Commencement Date”), and expiring on October 8, 2024 (the “Extension Expiration Date”).
3. **Term Renewals.** Notwithstanding anything to the contrary in the Co-Location Agreement, beginning on the day immediately following the Extension Expiration Date, the Term shall automatically extend for one (1) renewal period of ten (10) years each unless either party provides written notice to the other of its election not to renew the Term, at least ninety (90) days prior to the end of the then-current Term.
4. **Modifications to Equipment.** Notwithstanding anything to the contrary in the Co-Location Agreement, Customer shall apply to make modifications to its equipment by submitting an application form to Crown (as such form may be amended by Crown from time to time). A structural analysis, AM detuning study or an intermodulation study may be required by Crown in connection with a proposed modification, and Customer will be liable for the cost thereof. Any approved modification shall be evidenced by an amendment to the Co-Location Agreement, and the approved application, together with a tower level drawing and site plan (as required by Crown), describing all of Customer’s permitted equipment and the locations thereof, shall be exhibits to said amendment.
5. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the Co-Location Agreement is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between

Prepared by: S. Taylor
Prepared on: 10/29/2014
Revised on:
SLA_TLA Renegotiation Amendment Template Version: 2/16/11

App Rev #: 1
LRF Rev #: 2

Template Version: 06/10/11  CROWN CASTLE

Customer Site Name:
Customer Site ID:

Crown Site Name: TX PINE ISLAND CCI
Crown Business Unit: 800170
License Number: 83391
Amendment Number: 434550

the Co-Location Agreement and this Amendment, the terms of this Amendment shall control. Each reference in the Co-Location Agreement to itself shall be deemed to also refer to this Amendment.

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Prepared by: S. Taylor
Prepared on: 10/29/2014
Revised on:
SLA_TLA Renegotiation Amendment Template Version: 2/16/11
2

App Rev #: 1
LRF Rev #: 2

Template Version: 06/10/11  CROWN
CASTLE

Customer Site Name:
Customer Site ID:

Crown Site Name: TX PINE ISLAND CCI
Crown Business Unit: 800170
License Number: 83391
Amendment Number: 434550

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Crown Communication LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Execution Date: _____

CUSTOMER:

Jefferson County, Texas,
a county government entity

By: _____

Print Name: _____

Title: _____

Execution Date: _____

Fran Lee

From: Shenita Keyes <skeyes@co.jefferson.tx.us>
Sent: Thursday, January 15, 2015 11:06 AM
To: 'Fran Lee'
Subject: Transfer of funds

Could you please transfer the following funds to the capital fund account?
120-6084-416-30-84 minor equipment \$3000.00
120-6084-416-40-09 buildings and grounds \$3500.00
120-6084-416-50-48 pest control \$1000.00

The funds are to cover additional cost for Sub-courthouse Pond.

If you should have any questions please feel free to contact our office
Ext.8307
Ext.8323
Mark Bernard 409-466-1790

Thanks

Fran Lee

From: Service Center <pct3sc@co.jefferson.tx.us>
Sent: Thursday, January 15, 2015 3:41 PM
To: 'Fran Lee'
Subject: Funds Transfer for Sub-Courthouse Pond

Can you please transfer \$7500.00 dollars From Account
#116-0606-452-40-09 Buildings & Grounds.
And put it in to Capital Funds Account

This will be to cover repairs to the Sub-Courthouse Pond.

Thanks,

Patrick Swain

From: Paul Helegda <helegda@co.jefferson.tx.us>
Sent: Thursday, January 15, 2015 1:41 PM
To: 'Patrick Swain'
Subject: RE: 252nd Computers

Mike told me they should replace 5 of them.

From: Patrick Swain [mailto:pswain@co.jefferson.tx.us]
Sent: Thursday, January 15, 2015 10:09 AM
To: phelegda@co.jefferson.tx.us
Subject: 252nd Computers

I think this might have been done, but can you analyze Judge West's computers to see if they need replacing. Gist is going for seven new ones on the agenda for 1/20/15, and it jogged my memory. Thank you

Patrick Swain

Patrick Swain

From: Patrick Swain <pswain@co.jefferson.tx.us>
Sent: Thursday, January 22, 2015 9:59 AM
To: Judge Bob Wortham (bwortham@co.jefferson.tx.us); 'Knauth, Pat (Knauth, Pat)'
Cc: Judge Jeff Branick (jbranick@co.jefferson.tx.us)
Subject: Wording on the Agenda for Forensic Accountant position

As discussed, I am placing on the agenda for Monday 26th for Commissioners Court consideration and approval.

Consider and approve filling Forensic Accountant position in the District Attorney's department at an annual salary up to \$150,000. Funds are available in the current budget to complete the remainder of the fiscal year as this position has been vacant since 10/1/2014. The 2015/16 Budget will require additional \$30,000 increase to pay annual salary.

Patrick Swain

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	49.10	403044	
ENTERGY	971.67	403059	
M&D SUPPLY	203.51	403066	
ZEE MEDICAL SERVICE	79.78	403098	
UNITED STATES POSTAL SERVICE	.48	403110	
EDDIE ARNOLD	785.65	403126	
DOGGETT HEAVY MACHINERY LLC	92.37	403148	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	2,255.92**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	1,052.44	403035	
MUNRO'S	18.45	403069	
SETZER HARDWARE, INC.	120.78	403084	
TRI-CON, INC.	3,529.76	403095	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	403096	
LOWE'S HOME CENTERS, INC.	2,259.99	403117	
BUMPER TO BUMPER	162.03	403125	
CENTERPOINT ENERGY RESOURCES CORP	112.58	403128	
DE LAGE LANDEN PUBLIC FINANCE	104.00	403153	7,441.21**
ROAD & BRIDGE PCT. # 3			
ABLE FASTENER, INC.	122.56	403029	
BEAUMONT TRACTOR COMPANY	48.92	403036	
BEN'S ALTERNATOR SERVICE	145.00	403039	
CITY OF PORT ARTHUR - WATER DEPT.	29.32	403046	
ENTERGY	28.14	403059	
MUNRO'S	18.23	403069	
PARTS EXCHANGE COMPANY, INC.	120.00	403072	
AUTO ZONE	272.22	403100	
DEPARTMENT OF INFORMATION RESOURCES	.08	403104	
LOWE'S HOME CENTERS, INC.	69.14	403117	
FIVE STAR FEED	72.65	403122	
CENTERPOINT ENERGY RESOURCES CORP	25.81	403128	
DE LAGE LANDEN PUBLIC FINANCE	154.80	403153	
HAMSHIRE GULF	49.00	403174	1,155.87**
ROAD & BRIDGE PCT.#4			
CLASSIC CHEVROLET	56.86	403028	
GULF COAST SCREW & SUPPLY	47.00	403058	
MUNRO'S	72.93	403069	
TRI-CON, INC.	3,095.92	403095	
ZEE MEDICAL SERVICE	192.74	403098	
DEPARTMENT OF INFORMATION RESOURCES	.24	403104	
US POSTAL SERVICE	58.00	403113	
DE LAGE LANDEN PUBLIC FINANCE	373.37	403153	
SAM'S CLUB DIRECT	638.70	403157	
SUBURBAN PROPANE L.P.	330.29	403162	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	124.67	403171	
GCR TIRES & SERVICE	365.00	403173	5,355.72**
ENGINEERING FUND			
DE LAGE LANDEN PUBLIC FINANCE	662.83	403153	662.83**
PARKS & RECREATION			
ADAMS BACKHOE SERVICE	65.00	403031	
BRAUD VAUGHN & WILLIAMSON INSURANCE	209.82	403129	274.82**
GENERAL FUND			
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES	.20	403104	
UNITED STATES POSTAL SERVICE	2,230.95	403110	
DE LAGE LANDEN PUBLIC FINANCE	506.82	403153	2,737.97*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	10.75	403110	
DE LAGE LANDEN PUBLIC FINANCE	105.34	403153	
AUDITOR'S OFFICE			116.09*
OFFICE DEPOT	1.18	403070	
SOUTHEAST TEXAS WATER	179.70	403087	
FRAN M. LEE	64.00	403101	
UNITED STATES POSTAL SERVICE	849.06	403110	
DE LAGE LANDEN PUBLIC FINANCE	148.43	403153	
COUNTY CLERK			1,240.01*
UNITED STATES POSTAL SERVICE	340.19	403110	
COUNTY JUDGE			340.19*
JAN GIROUARD & ASSOCIATES	200.00	403056	
UNITED STATES POSTAL SERVICE	46.56	403110	
DE LAGE LANDEN PUBLIC FINANCE	105.34	403153	
RISK MANAGEMENT			351.90*
UNITED STATES POSTAL SERVICE	7.01	403110	
DE LAGE LANDEN PUBLIC FINANCE	77.40	403153	
COUNTY TREASURER			84.41*
UNITED STATES POSTAL SERVICE	176.75	403110	
DE LAGE LANDEN PUBLIC FINANCE	478.80	403153	
PRINTING DEPARTMENT			655.55*
OLMSTED-KIRK PAPER	928.03	403071	
COASTAL BUSINESS SUPPLIES INC	422.72	403141	
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	403153	
PURCHASING DEPARTMENT			2,549.73*
UNITED STATES POSTAL SERVICE	45.72	403110	
DE LAGE LANDEN PUBLIC FINANCE	105.34	403153	
GENERAL SERVICES			151.06*
CASH ADVANCE ACCOUNT	50.00	403063	
SUPERIOR PRESS	33.00	403149	
DYNAMEX INC	199.37	403166	
DATA PROCESSING			282.37*
DE LAGE LANDEN PUBLIC FINANCE	148.43	403153	
VOTERS REGISTRATION DEPT			148.43*
UNITED STATES POSTAL SERVICE	142.31	403110	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	
ELECTIONS DEPARTMENT			215.67*
DATA ID SYSTEMS	625.00	403133	
DE LAGE LANDEN PUBLIC FINANCE	387.38	403153	
ELECTION ADMINISTRATORS LLC	5,940.00	403159	
DISTRICT ATTORNEY			6,952.38*
LEAH HAYES	108.50	403061	
OLMSTED-KIRK PAPER	80.70	403071	
TDCAA BOOK ORDERS	397.00	403091	
UNITED STATES POSTAL SERVICE	269.35	403110	
DE LAGE LANDEN PUBLIC FINANCE	636.38	403153	
DISTRICT CLERK			1,491.93*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	128.70	403070	
UNITED STATES POSTAL SERVICE	223.00	403110	
DE LAGE LANDEN PUBLIC FINANCE	125.46	403153	477.16*
CRIMINAL DISTRICT COURT			
JIMMY D. HAMM	800.00	403060	
TERRENCE HOLMES	600.00	403062	
RIFE KIMLER, LAW OFFICE OF	900.00	403065	
NATHAN REYNOLDS, JR.	700.00	403079	
CHARLES ROJAS	800.00	403103	
UNITED STATES POSTAL SERVICE	4.95	403110	
RYAN GERTZ	900.00	403147	
DE LAGE LANDEN PUBLIC FINANCE	77.40	403153	
JAMES R. MAKIN, P.C.	2,800.00	403154	
PORTNER BOND PLLC	783.63	403158	
SAMUEL & SON LAW FIRM PLLC	600.00	403176	8,965.98*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.38	403110	
DE LAGE LANDEN PUBLIC FINANCE	77.40	403153	78.78*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	403110	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	74.17*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	403110	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	73.77*
172ND DISTRICT COURT			
OFFICE DEPOT	26.49	403070	
DE LAGE LANDEN PUBLIC FINANCE	77.40	403153	103.89*
252ND DISTRICT COURT			
DAVID GROVE	900.00	403033	
THOMAS J. BURBANK, P.C.	2,399.94	403042	
JIMMY D. HAMM	2,500.00	403060	
UNITED STATES POSTAL SERVICE	328.91	403110	
KIMBERLY R. BROUSSARD	339.50	403138	
JAMES R. MAKIN, P.C.	5,407.21	403154	
STEVEN GREENE	282.29	403164	12,157.85*
279TH DISTRICT COURT			
JACK LAWRENCE	1,050.00	403034	
ANITA F. PROVO	75.00	403076	
CHARLES ROJAS	75.00	403103	
TONYA CONNELL TOUPS	75.00	403136	
STEFANIE L. ADAMS, ATTORNEY AT LAW	150.00	403150	
DE LAGE LANDEN PUBLIC FINANCE	285.95	403153	
TARA SHELANDER	75.00	403172	
MELANIE AIREY	375.00	403179	2,160.95*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.26	403110	
DE LAGE LANDEN PUBLIC FINANCE	77.40	403153	79.66*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	28.40	403110	
DE LAGE LANDEN PUBLIC FINANCE	125.00	403153	153.40*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	73.36*
JUSTICE COURT-PCT 2			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	39.96	403070	
TEXAS STATE DIRECTORY	47.45	403093	87.41*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.30	403104	
DE LAGE LANDEN PUBLIC FINANCE	104.00	403153	104.30*
JUSTICE COURT-PCT 6			
CARPENTER'S TIME CENTER INC.	75.00	403043	
UNITED STATES POSTAL SERVICE	32.78	403110	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	181.14*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.18	403104	.18*
JUSTICE OF PEACE PCT. 8			
CASH ADVANCE ACCOUNT	404.44	403063	
OFFICE DEPOT	91.24	403070	
DE LAGE LANDEN PUBLIC FINANCE	265.00	403153	760.68*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.22	403110	
SIERRA SPRING WATER CO. - BT	34.27	403111	
DE LAGE LANDEN PUBLIC FINANCE	350.69	403153	386.18*
COUNTY COURT AT LAW NO. 2			
TRAVIS EVANS	300.00	403051	
UNITED STATES POSTAL SERVICE	34.25	403110	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	
THE DAWS LAW FIRM PLLC	250.00	403169	657.61*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	250.00	403040	
TRAVIS EVANS	300.00	403051	
UNITED STATES POSTAL SERVICE	25.25	403110	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	
SAMUEL & SON LAW FIRM PLLC	250.00	403176	898.61*
COURT MASTER			
JUDGE LARRY GIST	626.98	403055	
UNITED STATES POSTAL SERVICE	2.03	403110	
DE LAGE LANDEN PUBLIC FINANCE	104.00	403153	733.01*
MEDIATION CENTER			
REGION V EDUCATION SERVICE CENTER	100.00	403078	
UNITED STATES POSTAL SERVICE	6.87	403110	
TEXAS MEDIATION TRAINERS ROUNDTABLE	25.00	403116	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	205.23*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	332.16	403153	332.16*
SHERIFF'S DEPARTMENT			
DEPARTMENT OF INFORMATION RESOURCES	1.61	403104	
VERIZON WIRELESS	4,690.42	403108	
UNITED STATES POSTAL SERVICE	1,367.94	403110	
CODE BLUE	776.00	403124	
DE LAGE LANDEN PUBLIC FINANCE	977.64	403153	7,813.61*
CRIME LABORATORY			
SANITARY SUPPLY, INC.	104.18	403082	

NAME	AMOUNT	CHECK NO.	TOTAL
HENRY SCHEIN, INC.	51.90	403083	
DE LAGE LANDEN PUBLIC FINANCE	104.00	403153	260.08*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	15,125.73	403045	
PETTY CASH - SHERIFF'S OFFICE	415.81	403073	
NEDERLAND HARDWARE SUPPLY	46.67	403097	
DEPARTMENT OF INFORMATION RESOURCES	5.65	403104	
INTERCONTINENTAL JET CORP	53.68	403127	
WORLD FUEL SERVICES	3,420.47	403146	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	403153	
KROPP HOLDINGS INC	632.14	403163	21,066.31*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	20.57	403110	
LATRICIA COLEMAN	96.32	403118	
DE LAGE LANDEN PUBLIC FINANCE	221.79	403153	338.68*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	2,721.14	403045	
SANITARY SUPPLY, INC.	128.10	403082	
BEN E KEITH FOODS	1,949.45	403123	
CENTERPOINT ENERGY RESOURCES CORP	916.93	403128	
DE LAGE LANDEN PUBLIC FINANCE	327.69	403153	
AMERICAN RED CROSS	500.00	403180	6,543.31*
CONSTABLE PCT 1			
TEXAS STATE UNIVERTY/SAN MARCOS	150.00	403088	
UNITED STATES POSTAL SERVICE	36.19	403110	186.19*
CONSTABLE-PCT 2			
OFFICE DEPOT	53.28	403070	
JPCA OF TEXAS INC	165.00	403119	218.28*
CONSTABLE-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.02	403104	
DISH NETWORK	45.19	403131	
DE LAGE LANDEN PUBLIC FINANCE	229.00	403153	274.21*
CONSTABLE-PCT 6			
TEXAS STATE UNIVERTY/SAN MARCOS	150.00	403089	
UNITED STATES POSTAL SERVICE	12.99	403110	
CODE BLUE	56.00	403124	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	292.35*
CONSTABLE PCT. 7			
OFFICE DEPOT	164.33	403070	
AT&T	29.79	403090	
DEPARTMENT OF INFORMATION RESOURCES	.02	403104	194.14*
COUNTY MORGUE			
A1 FILTER SERVICE COMPANY	23.60	403155	23.60*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	.81	403110	
BARBARA EVANS	162.50	403139	
DE LAGE LANDEN PUBLIC FINANCE	148.43	403153	311.74*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	403041	
CLAYBAR FUNERAL HOME, INC.	3,498.00	403047	
UNITED STATES POSTAL SERVICE	66.97	403110	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	148.43	403153	
HEALTH AND WELFARE NO. 2			5,213.40*
CLAYBAR FUNERAL HOME, INC.	403.75	403048	
CLAYTON THOMPSON FUNERAL HOME	1,500.00	403049	
DE LAGE LANDEN PUBLIC FINANCE	178.70	403153	
NURSE PRACTITIONER			2,082.45*
PHYSICIAN SALES & SERVICE, INC.	403.48	403075	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	
CHILD WELFARE UNIT			476.84*
J.C. PENNEY'S	1,545.66	403114	
SEARS COMMERCIAL CREDIT	50.00	403115	
ENVIRONMENTAL CONTROL			1,595.66*
AT&T	41.70	403090	
DEPARTMENT OF INFORMATION RESOURCES	.30	403104	
INDIGENT MEDICAL SERVICES			42.00*
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	403137	
MAINTENANCE-BEAUMONT			3,773.00*
AT&T	71.49	403090	
DEPARTMENT OF INFORMATION RESOURCES	6,835.46	403104	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	
TEXAS GENERAL LAND OFFICE SEMP	547.95	403170	
MAINTENANCE-PORT ARTHUR			7,528.26*
DEPARTMENT OF INFORMATION RESOURCES	1.40	403104	
DE LAGE LANDEN PUBLIC FINANCE	150.76	403153	
MAINTENANCE-MID COUNTY			152.16*
ADAMS BACKHOE SERVICE	453.00	403031	
RITTER @ HOME	103.30	403080	
ACE IMAGEWEAR	28.51	403085	
SHERWIN-WILLIAMS	232.00	403086	
WASTE MGT. GOLDEN TRIANGLE, INC.	155.57	403096	
COKER DOORS & MOLDING CO.	75.00	403102	
CENTERPOINT ENERGY RESOURCES CORP	367.80	403128	
DE LAGE LANDEN PUBLIC FINANCE	77.40	403153	
SERVICE CENTER			1,492.58*
M&D SUPPLY	6.82	403066	
PHILPOTT MOTORS, INC.	6.00	403074	
RALPH'S INDUSTRIAL ELECTRONICS	24.03	403081	
SANITARY SUPPLY, INC.	47.70	403082	
VOYAGER FLEET SYSTEM, INC.	23,458.05	403121	
BUMPER TO BUMPER	337.81	403125	
AMERICAN TIRE DISTRIBUTORS	5,610.07	403140	
INTERSTATE ALL BATTERY CENTER - BMT	306.80	403144	
UNIFIRST HOLDINGS INC	22.23	403145	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	
VETERANS SERVICE			29,892.87*
UNITED STATES POSTAL SERVICE	25.22	403110	
HILARY GUEST	123.97	403120	
DE LAGE LANDEN PUBLIC FINANCE	464.62	403153	
MOSQUITO CONTROL FUND			613.81*
HILO / O'REILLY AUTO PARTS	93.93	403030	
			136,448.70**

NAME	AMOUNT	CHECK NO.	TOTAL
W.W. GRAINGER, INC.	56.80	403057	
MUNRO'S	98.95	403069	
PHILPOTT MOTORS, INC.	748.64	403074	
RITTER @ HOME	35.99	403080	
NEDERLAND HARDWARE SUPPLY	45.77	403097	
DEPARTMENT OF INFORMATION RESOURCES	.04	403104	
CENTERPOINT ENERGY RESOURCES CORP	400.49	403128	
DE LAGE LANDEN PUBLIC FINANCE	73.36	403153	1,553.97**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	77.40	403153	77.40**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	460.00	403161	460.00**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	2,517.00	403063	
TIME WARNER COMMUNICATIONS	78.13	403092	
DEPARTMENT OF INFORMATION RESOURCES	2.38	403104	
UNITED STATES POSTAL SERVICE	173.13	403110	2,770.64**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	414.00	403038	
BEAUMONT ENTERPRISE	276.64	403050	
KIM MCKINNEY, LPC, LMFT	225.00	403068	
SANITARY SUPPLY, INC.	507.08	403082	
AT&T	128.06	403090	
WASTE MGT. GOLDEN TRIANGLE, INC.	367.84	403096	
PETTY CASH - RESTITUTION I	32.89	403099	
DEPARTMENT OF INFORMATION RESOURCES	.24	403104	
REDWOOD TOXICOLOGY LABORATORY	375.00	403132	
DE LAGE LANDEN PUBLIC FINANCE	292.40	403153	
SAM'S CLUB DIRECT	179.88	403157	
HIGGINBOTHAM INSURANCE AGENCY INC	1,862.16	403178	4,661.19**
MENTALLY IMPAIRED OFFEND.			
CASH ADVANCE ACCOUNT	808.44	403063	808.44**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	115.38	403153	115.38**
DRUG DIVERSION PROGRAM			
BEAUMONT TROPHIES	53.80	403037	
MARKET BASKET	67.51	403067	
DE LAGE LANDEN PUBLIC FINANCE	115.38	403153	236.69**
DRUG INTERVENTION COURT			
REDWOOD TOXICOLOGY LABORATORY	50.74	403132	50.74**
REGIONAL COMM. SAVNS			
DEPARTMENT OF INFORMATION RESOURCES	533.28	403104	533.28**
CONST. PCT 1 EDUCATION			
CASH ADVANCE ACCOUNT	562.08	403063	562.08**
HOTEL OCCUPANCY TAX FUND			
DEPARTMENT OF INFORMATION RESOURCES	2.91	403104	
UNITED STATES POSTAL SERVICE	18.51	403110	
DE LAGE LANDEN PUBLIC FINANCE	431.67	403153	453.09**
DISTRICT CLK RECORDS MGMT			

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	210.68	403153	210.68**
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	403165	10,500.00**
KEITH LAKE FISH PASS			
SHIRLEY & SONS CONSTRUCTION CO, INC	190,000.00	403112	190,000.00**
AIRPORT FUND			
HILO / O'REILLY AUTO PARTS	42.83	403030	
TRIANGLE LOCKSMITH	2,373.96	403032	
BEAUMONT TRACTOR COMPANY	28.70	403036	
FAILS GARAGE	87.00	403052	
FED EX	17.97	403053	
FED EX	42.91	403054	
W.W. GRAINGER, INC.	25.89	403057	
CASH ADVANCE ACCOUNT	132.97	403063	
KAY ELECTRONICS, INC.	543.00	403064	
OFFICE DEPOT	278.97	403070	
FRED PRYOR SEMINARS & CAREER TRACK	384.00	403077	
RALPH'S INDUSTRIAL ELECTRONICS	357.74	403081	
SANITARY SUPPLY, INC.	721.59	403082	
TRI-CON, INC.	864.06	403095	
WASTE MGT. GOLDEN TRIANGLE, INC.	243.42	403096	
NEDERLAND HARDWARE SUPPLY	6.09	403097	
DEPARTMENT OF INFORMATION RESOURCES	.17	403104	
A-1 MAIDA FENCE CO.	245.00	403105	
E. SULLIVAN ADVERTISING & DESIGN	1,308.24	403106	
UNITED STATES POSTAL SERVICE	20.30	403110	
LOWE'S HOME CENTERS, INC.	15.14	403117	
CENTERPOINT ENERGY RESOURCES CORP	3,396.12	403128	
DISH NETWORK	85.62	403130	
RUTTY & MORRIS LLC	332.50	403134	
BLUE GLOBES	9,694.00	403135	
TTI-AVTN15	600.00	403142	
JAN PAK INC	267.95	403143	
UNIFIRST HOLDINGS INC	195.40	403145	
DE LAGE LANDEN PUBLIC FINANCE	177.36	403153	
INDUSTRIAL & COMMERCIAL MECHANICAL	2,392.00	403156	
ADVANCE AUTO PARTS	12.99	403160	
SILSBEE FORD INC	23,999.75	403167	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,610.77	403168	
EASTERN AVIATION FUELS INC	98,401.44	403175	148,905.85**
SE TX EMP. BENEFIT POOL			
MARGARET THORNE	698.10	403094	698.10**
MARINE DIVISION			
M&D SUPPLY	97.21	403066	
DEPARTMENT OF INFORMATION RESOURCES	202.24	403104	
VERIZON WIRELESS	341.91	403107	
APPLIED SECURITY TECHNOLOGIES INC	105.00	403177	
			746.36**
			516,938.96***

**AGENDA ITEM****January 26, 2015**

Consider and possibly approve a Resolution approving a partial assignment of the OCI N.V. ABATEMENT AGREEMENT for Phase 1 for property located in the OCI Reinvestment Zone to Air Liquide Large Industries US L.P.

STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

**RESOLUTION APPROVING THE PARTIAL ASSIGNMENT
OF THE OCI N.V. ABATEMENT AGREEMENT FOR PHASE 1 FOR
PROPERTY LOCATED IN THE OCI REINVESTMENT ZONE**

This Resolution Consenting to Partial Assignment of the OCI N.V. Abatement Agreement for Phase 1 for Property Located in the OCI Reinvestment Zone is adopted by the Jefferson County ("COUNTY") acting by and through the Jefferson County Commissioners Court pursuant to Section IX of the Jefferson County Uniform Tax Abatement Policy-2014 and Paragraph 12 of the OCI N.V. Abatement Agreement for Phase 1 for Property Located in the OCI Reinvestment Zone ("AGREEMENT", attached and incorporated herein by reference) between COUNTY and OCI N.V. ("OWNER") dated _____.

WHEREAS, AGREEMENT contains the terms of a tax abatement to incentivize OWNER's construction of a new chemical plant facility and related improvements, providing for an estimated investment in excess of \$1 billion and the creation of 170 new full-time jobs (the "PROJECT").

WHEREAS, Section IX of the Jefferson County Uniform Tax Abatement Policy-2014 ("TAX ABATEMENT POLICY") provides that:

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000 may be required, with the maximum fee being \$10,000.

WHEREAS, Paragraph 12 of the AGREEMENT provides that:

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.

WHEREAS, Paragraph 14 of the AGREEMENT provides that:

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.

WHEREAS, having made a business decision after entering into the AGREEMENT to partner with Air Liquide Large Industries US L.P. ("AIR LIQUIDE") on construction and operation of a portion of the PROJECT known as the air separation unit ("ASU"), OWNER proposes to assign this portion of PROJECT to AIR LIQUIDE.

WHEREAS, the ASU is valued at approximately \$115 million, which was included in the PROJECT as originally presented to taxing entities and represents no additional investment over the investment and no additional jobs created beyond the commitment contained in the AGREEMENT.

WHEREAS, OWNER has provided COUNTY with a proposed agreement between OWNER and AIR LIQUIDE assigning the ASU portion of the project to AIR LIQUIDE and memorializing AIR LIQUIDE's commitment to comply with and be bound by the terms of the AGREEMENT for that portion of the PROJECT being assigned to AIR LIQUIDE, including an investment of \$115 million to construct the ASU, the creation of eight (8) permanent jobs to operate the ASU and periodic compliance reporting as required by the terms of the AGREEMENT.

WHEREAS, OWNER has provided COUNTY with a lease document, including a legal description of the leased premises.

WHEREAS, OWNER seeks COUNTY's approval of assignment of a portion of the PROJECT to AIR LIQUIDE, as provided for in Section IX of the TAX ABATEMENT POLICY and Paragraph 14 of the AGREEMENT.

WHEREAS, COUNTY has made a determination that neither COMPANY nor AIR LIQUIDE are liable to COUNTY or any other jurisdiction for outstanding taxes or obligations.

WHEREAS, COUNTY agrees that an assignment of a portion of the abatement granted to OCI N.V. should be assigned to Air Liquide Large Properties U.S, the COUNTY does hereby assign to AIR LIQUIDE the following abatement, so long as their investment is at least One Hundred Fifteen Million (\$115,000,000.00) and they continuously employ at least eight (8) permanent full-time employees:

NOW THEREFORE, BE IT RESOLVED that Jefferson County, acting by and through the Commissioners Court of Jefferson County, Texas, consents to the Partial Assignment of the OCI N.V. Abatement Agreement for Phase 1 for Property Located in the OCI Reinvestment Zone by OCI N.V. to Air Liquide Large Industries U.S.

Signed this ____ day of _____, 2014

Jeff R. Branick, County Judge

Eddie Arnold, Commissioner, Pct. 1

Michael Sinegal, Commissioner, Pct. 3

Brent Weaver, Commissioner, Pct. 2

Everette Alfred, Commissioner, Pct. 4

**PARTIAL ASSIGNMENT OF THE
OCI N.V. ABATEMENT AGREEMENT
FOR PHASE 1 FOR PROPERTY LOCATED
IN THE OCI REINVESTMENT ZONE**

WHEREAS OCI N.V. (“OCI”) and its affiliates entered into tax abatement agreements pursuant to Ch. 312 of the Texas Tax Code (the “TAX ABATEMENT AGREEMENTS”) with the following local taxing jurisdictions on the dates indicated with respect to the abatement of certain *ad valorem* property taxes on a new chemical plant facility to be constructed in the OCI Reinvestment Zone (the “PROJECT”), including:

- Jefferson County, Texas, acting by and through its Commissioners Court, on January 13, 2014;
- Sabine Neches Navigation District, acting by and through its Board of Commissioners, on January 14, 2014;
- Port of Beaumont Navigation District, acting by and through its Board of Commissioners, on January 27, 2014.

WHEREAS, Paragraph 12 of each of the TAX ABATEMENT AGREEMENTS provides that OCI may assign that AGREEMENT, in whole or in part, to a new owner or lessee of the same project upon written approval by resolution passed by the governing body; and,

WHEREAS, OCI, acting by and through its affiliate Natgasoline LLC (“NATGASOLINE”), entered into an Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes with the Beaumont Independent School District (“BISD”) pursuant to Ch. 313, Texas Tax Code (“313



AGREEMENT”) on December 19, 2013, which 313 AGREEMENT was amended on April 17, 2014; and,

WHEREAS, Section 8.4 of the 313 AGREEMENT provides that “the Applicant [NATGASOLINE] may assign the Agreement, or a portion of the Agreement, to an Affiliate or new owner or lessee of all or a portion of the Applicant’s Qualified Property... Provided that the Applicant shall provide written notice of such assignment to the District.”

WHEREAS, OCI proposes by this document to make a partial Assignment of the TAX ABATEMENT AGREEMENTS AND 313 AGREEMENT to Air Liquide Large Industries U.S. LP (“AIR LIQUIDE”) through which, after executing a ground lease with NATGASOLINE, AIR LIQUIDE will construct, own and operate an air separation unit (“ASU”) as part of the PROJECT; and,

WHEREAS, it is the express desire and intention of OCI and AIR LIQUIDE that OCI transfer and assign its rights, duties and obligations granted or imposed by the TAX ABATEMENT AGREEMENTS AND 313 AGREEMENT with respect to the ASU to AIR LIQUIDE.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

OCI, for Ten Dollars (\$10.00) and other good and valuable consideration, by means of this instrument does hereby assign, grant and convey to AIR LIQUIDE its rights, title and interest in the TAX ABATEMENT AGREEMENTS AND 313 AGREEMENT with respect to the ASU to be constructed, owned and operated by AIR LIQUIDE as part of the PROJECT.

Handwritten signature or initials in the bottom right corner of the page.

OCI N.V. retains its rights, title and interest in the TAX ABATEMENT AGREEMENTS AND 313 AGREEMENT with respect to that portion of the PROJECT not being assigned to AIR LIQUIDE.

Each of the TAX ABATEMENT AGREEMENTS and the 313 AGREEMENT are incorporated herein by reference the same as if set forth at length. This Assignment is authorized by and is being made pursuant to Paragraph 12 of the TAX ABATEMENT AGREEMENTS and Section 8.4 of the 313 AGREEMENT.

A copy of the Memorandum of Lease between NATGASOLINE and AIR LIQUIDE, along with a legal description of the leased premises defining the extent of the assignment, is attached as Exhibit "A".

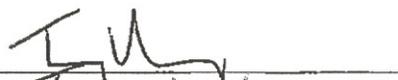
This Assignment, and all of its terms and conditions, shall be and are fully binding upon OCI and its successors and assigns, and upon AIR LIQUIDE and its successors and assigns.

SIGNED on this 20th day of NOVEMBER, 2014.

NATGASOLINE LLC


 By: BASTIEN LEBLOND
 Title: VP

AIR LIQUIDE LARGE INDUSTRIES U.S. LP


 By: Terry Humphrey LFL
 Title: COO

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of the 5th day of December, 2014 by and between Air Liquide Large Industries U.S. LP, a Delaware limited partnership (hereinafter referred to as "Air Liquide"), and Natgasoline LLC, a Delaware limited liability company (hereinafter referred to as "Natgasoline").

WITNESSETH:

WHEREAS, Air Liquide and Natgasoline have entered into that certain Lease dated the 16th day of May, 2014 (hereinafter referred to as the "Lease"), pursuant to which Natgasoline, as lessor, has demised and leased to Air Liquide, as lessee, upon the terms and subject to the conditions contained therein, certain premises located in Jefferson County, State of Texas, which are legally described on Exhibits A-1 and A-2, which are the survey and property description attached hereto and hereby made a part hereof (hereinafter referred to as the "Premises"); and

WHEREAS, Air Liquide and Natgasoline wish to place notice of the Lease on record;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in the Lease, this Memorandum is made and executed and is to be recorded in the office of the Recorder of Deeds of Jefferson County, State of Texas, for the purpose of giving notice of the Lease and the respective rights and obligations of the party thereunder.

This Memorandum is subject in each and every respect to the terms and conditions contained in the Lease, and is made and executed by the parties hereto with the understanding and agreement that nothing contained in this Memorandum shall in any manner alter, modify or vary any of the terms or conditions contained in the Lease. This Memorandum of Lease is subject to any amendments, renewals, or extensions of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of this day, month and year first above written.

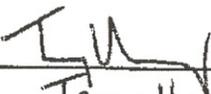
NATGASOLINE LLC

By: 

Name: Bashir Lebada

Title: Vice-President

AIR LIQUIDE LARGE INDUSTRIES U.S. LP

By: 

Name: Terry Humphrey

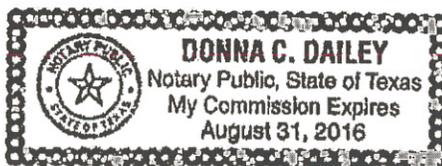
Title: COO

State of Texas)
County of Harris)

On December 17 before Donna C. Dailey, personally appeared Terry Humphrey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna C. Dailey
Signature of Notary



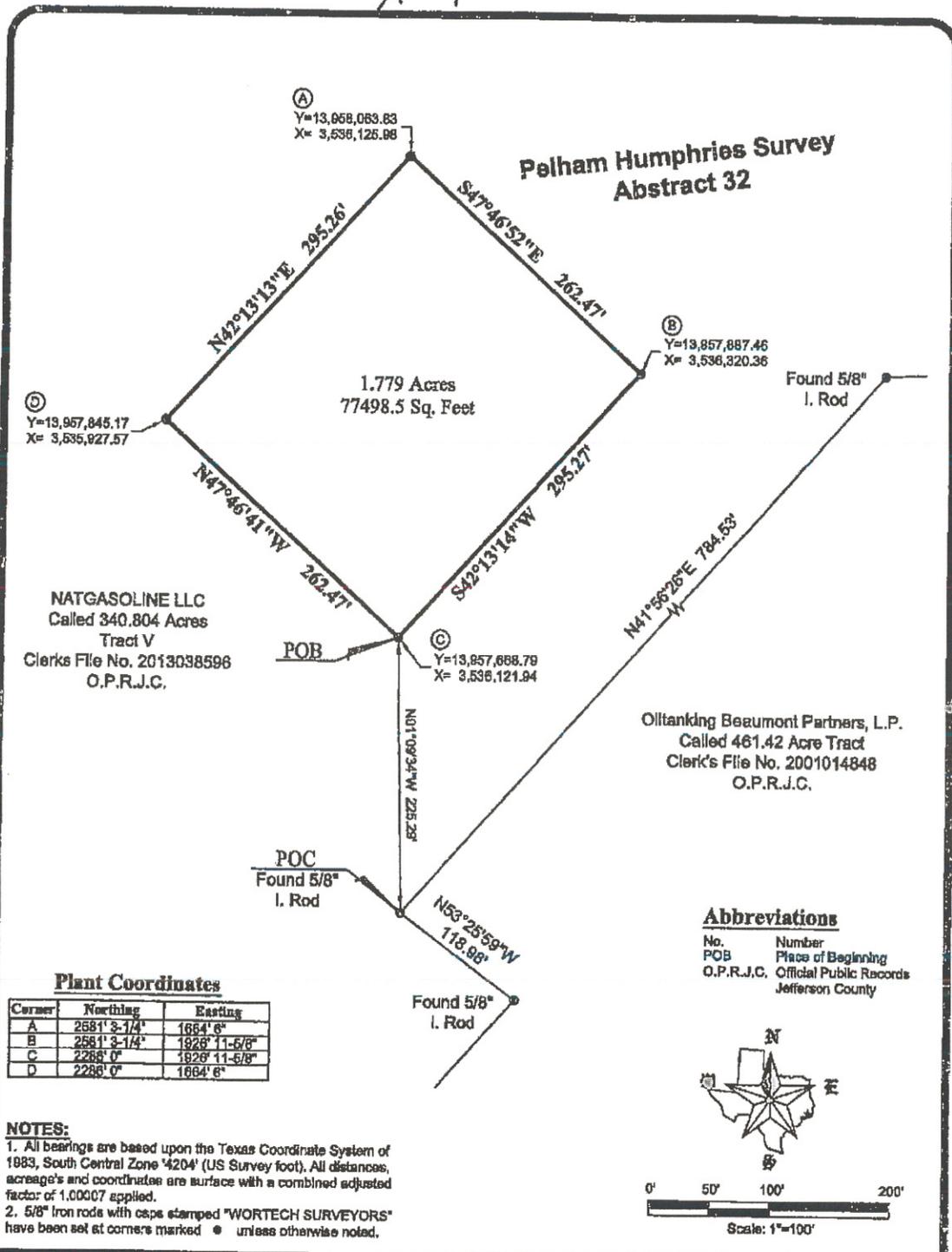
State of New York)
County of New York)

On 8 December before Anthony Indelicato, personally appeared Baxter Leback, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Anthony Indelicato
Signature of Notary
ANTHONY I. INDELICATO
Notary Public, State of New York
No. 011186113
Qualified in Westchester County
Commission Expires Aug. 27, 2017

A-1



NATGASOLINE LLC
 Called 340.804 Acres
 Tract V
 Clerks File No. 2013038596
 O.P.R.J.C.

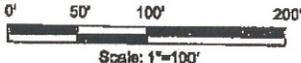
Oiltanking Beaumont Partners, L.P.
 Called 461.42 Acre Tract
 Clerk's File No. 2001014848
 O.P.R.J.C.

Plant Coordinates

Corner	Northing	Easting
A	2581' 3-1/4"	1664' 6"
B	2581' 3-1/4"	1828' 11-5/8"
C	2288' 0"	1828' 11-5/8"
D	2288' 0"	1664' 6"

Abbreviations

No. Number
 POB Place of Beginning
 O.P.R.J.C. Official Public Records
 Jefferson County



NOTES:

- All bearings are based upon the Texas Coordinate System of 1983, South Central Zone "4204" (US Survey foot). All distances, acreage's and coordinates are surface with a combined adjusted factor of 1.00007 applied.
- 5/8" Iron rods with caps stamped "WORTECH SURVEYORS" have been set at corners marked ● unless otherwise noted.

NOTICE:

The findings and opinions of WORTECH Land Surveyors, Inc. reflected herein are privileged, confidential and intended only for the use of the individual or entity for whom this work was prepared. It is understood that the use of, reliance on, or reproduction of same, in whole or in part, by others without the express written consent of WORTECH Land Surveyors, Inc. is prohibited and without warranty, express or implied. WORTECH Land Surveyors, Inc. shall be held harmless against any damages or expenses resulting from such unauthorized use, reliance or reproduction. Copyright 2014. All rights reserved.

Job No:	2014-081
Field Book:	
Dr. By:	JLS
Date:	8/18/2014
Revision:	0 - Final Issue

WORTECH
 LAND SURVEYORS, INC.
 Texas Land Surveyors License No. 10105560
 1480 G. Merestone Court
 Beaumont, Texas 77706
 Tel: 409.891.9709
 Fax: 409.891.567075
 www.wortech.com



This document not valid without original seal and signature of person certifying

Surveyor's Certification

The undersigned does hereby certify that this survey plat accurately represents an on the ground survey made under my direct supervision in September of 2014, and is being submitted along with the Surveyor's field note description of the property shown hereon, which lies in Jefferson County, Texas.

[Signature]
 Registered Professional Land Surveyor

WORTECH

"Recognizing the landmarks of the past... setting our foresight towards the future with Advanced Geospatial Technology"

LAND SURVEYORS, INC.

Texas Board of Professional Land Surveying
Firm Registration No. 10105600

September 22, 2014

Surveyor's Field Note Description:

BEING a 1.779 acre (77,498.5 square feet) tract of land out of and a part of that certain NATGASOLINE LLC called 340.804 acre tract of land, more fully described as Tract V and recorded in Clerks File No. 2018038596 of the Official Public Records of Jefferson County, Texas. Said 1.779 acre tract being situated in the Pelham Humphries Survey, Abstract 32, Jefferson County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found at an Ell corner in the Southeast line of said 340.804 acre tract, same being an Ell corner in the Northwest line of that certain Oiltanking Beaumont Partners, L.P. called 461.42 acre tract of land, more fully described and recorded in Clerk's File No. 2001014848 of said Official Public Records,

THENCE North 01 deg. 09 min. 34 sec. West a distance of 225.29 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for the South corner and PLACE OF BEGINNING of the herein described tract;

THENCE North 47 deg. 46 min. 41 sec. West a distance of 262.47 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for the West corner of the herein described tract,

THENCE North 42 deg. 13 min. 13 sec. East, a distance of 295.26 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for the North corner of the herein described tract,

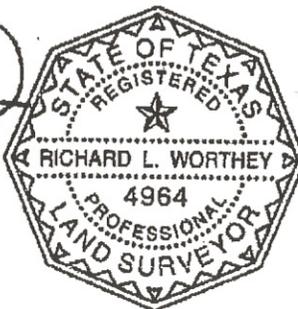
THENCE South 47 deg. 46 min. 52 sec. East, a distance of 262.47 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for the East corner of the herein described tract,

THENCE South 42 deg. 13 min. 14 sec. West, a distance of 295.27 feet to the PLACE OF BEGINNING, containing 1.779 acre (77,498.5 square feet) of land, more or less.

(This description is based upon a survey made on the ground under my direct supervision in September of 2014 and is being submitted along with a survey plat showing the property and facts found as described herein. All bearings are based upon the Texas Coordinate System of 1983, South Central Zone '4204' (US Survey foot). All distances and acreages are surface with a combined adjustment factor of 1.00007 applied.)



Registered Professional Land Surveyor



Corporate Office:
1480 Cornerstone Court
Beaumont, Texas 77706
Tel: 409.866.9769 Fax: 409.866.7075
www.wortech.com



**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY PROGRAM**

2015 LOAN AGREEMENT, SDA0415

1.0. Parties. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective as of 1 April 2014 between the United States of America, or, "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," and the JEFFERSON COUNTY hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of TX and located at BEAUMONT. The Government hereby establishes with the Borrower a loan agreement for U.S. Air Force (USAF) historical property for the period commencing 1 April 2015 and ending 31 March 2016. This agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display

and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend, or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property in any manner for commercial use, such as still or motion video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2015.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to the greatest extent permitted by Texas Law to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report as requested to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (i.e. SD-2000-0136.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object.

11.2. ~~The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).~~ COUNTY (BORROWER) IS SELF-INSURED, AS AGREED PREVIOUSLY

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (i.e. SD-2000-0136.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object and its current condition.

12.2. ~~The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.~~ OMITTED PER

PRIOR AGREEMENT

12.3. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period. *SEE 11.2*

12.4. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature) , Serial No. , but painted and marked to depict (nomenclature) , Serial No. , assigned to the (unit and/or person) in (location or theater) during (year) ".

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the model, design and series (i.e. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property by the Lender shall be made at no cost or expense to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.2. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.3. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.4. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will have exclusive jurisdiction over such disputes.

Executed on behalf of the Lender this Eighth Day of December, 2014 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA

By: PATRICIA A. OCHS
Title: Static Display Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-4770 Fax Number: (937) 656-4081

Email: patricia.ochs@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative hereby accepts responsibility of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____ 2014,

JEFFERSON COUNTY, TEXAS
~~MIAMI DADE COUNTY, MIAMI FL~~
(Name of Borrower/Organization)

By: _____
(Signature)

JEFF R BRANICK COUNTY JUDGE
(Typed or Printed Name & Title)

Address: P.O. BOX 4025
BEAUMONT, TX 77704

Telephone: 409-835-8466 Fax Number: 409-839-2311

Email: _____

NATIONAL MUSEUM of the U.S. AIR FORCE
RCS: HAF-HO(A) 8801 INVENTORY REPORT
Loan Account Number SDA0415

03-Dec-14

ACCESSION #	NOMENCLATURE	Value
SD-2000-0155	AIRCRAFT, F-4D, 66-8788	\$22,000

I certify that the above listed items shown on Pages 1 through 1
have been accounted for with any discrepancies so noted.

Signature: _____

(Historical Property Custodian)

(Date)

JEFF R. BRANICIC

Typed or Printed Name

COUNTY JUDGE

Typed or Printed Title

2015 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0415
CITY/ORGANIZATION NAME	JEFFERSON COUNTY
MAILING ADDRESS	PO BOX 4025
CITY	BEAUMONT
STATE/COUNTRY	TX
ZIP CODE	77704
PHYSICAL LOCATION OF ITEM	Golden Triangle Veterans Memorial Park
HISTORICAL PROPERTY CUSTODIAN	HONORABLE JEFF R. BRANICK
TITLE, HISTORICAL PROPERTY CUSTODIAN	COUNTY JUDGE
PRIMARY POINT OF CONTACT	HONORABLE JEFF R. BRANICK
TITLE PRIMARY POINT OF CONTACT	COUNTY JUDGE
PRIMARY PHONE NUMBER	409-835-8466
ALTERNATE PHONE NUMBER	
PRIMARY FAX NUMBER	409-839-2311
EMAIL ADDRESS	fjackson@co.jefferson.tx.us

**AGENDA ITEM****January 26, 2015**

Consider and possibly approve a Resolution to display the National Motto, "In God We Trust" in the Commissioners Courtroom.



Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the _____ day of _____, 2015, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Resolution was adopted:

GULF COAST COMMUNITY PROTECTION AND RECOVERY DISTRICT

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

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

WHEREAS, the Board of Directors of the Corporation at its last meeting nominated Victor Pierson, president of Moody National Bank in Galveston, Texas, as an at-large director of the Corporation.

BE IT FURTHER RESOLVED that the Commissioner's Court of Jefferson County, Texas hereby appoints Victor Pierson, president of Moody National Bank in Galveston, Texas, as an at-large director of the Corporation.

Signed this _____ of _____, 2015

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



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

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

From: G. Mitch Woods, Sheriff

Subject: Retiring Major in Law Enforcement – Bradford E. Lowe, Sr.

Date: January 14, 2015

Please place the following item on the Commissioners' Court agenda for January 26, 2015.

Consider and possible adopt a Resolution recognizing Bradford E. Lowe, Sr. for 32 years and 5 months of dedicated service as a Major in the Fugitive Warrant Division for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his future endeavors.

Sincerely,

G. Mitch Woods, Sheriff
Jefferson County, Texas



Resolution

STATE OF TEXAS

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§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ____ day of _____, 2015, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, BRADFORD E. LOWE, SR., has devoted 32 years and 5 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, BRADFORD E. LOWE, SR., has dedicated his talents and pledged his services as a Corrections Officer in at the Jefferson County Correctional Facility from 1982-1988; and

WHEREAS, BRADFORD E. LOWE, SR., has made an outstanding contribution to law enforcement and the quality of criminal justice in the Jefferson County, serving as a Deputy in the Patrol Unit, as Captain in the Fugitive Warrant Division, and as a Major in the Fugitive Warrant Division for the Jefferson County Sheriff's Office from 1989-2015; and

WHEREAS, through hard work and commitment to excellence, **BRADFORD E. LOWE, SR.**, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, **BRADFORD E. LOWE, SR.**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **BRADFORD E. LOWE, SR.**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this ____ day of _____, 2015.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, January 26, 2015

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 26, 2015