

**SPECIAL, 12/21/2015 1:30:00 PM**

BE IT REMEMBERED that on December 21, 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 (ABSENT)

CHIEF MILLER

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*December 21, 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  
December 21, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **21st** day of **December 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:

WORKSHOP: 11:00a.m. - To receive information and discuss development options for the City of Beaumont ETJ.

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

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

## **PURCHASING:**

1. Consider and approve, execute, receive and file a renewal for (RFP 12-032/JW), Re-bid for Term Contract for Automated Teller Machines (ATM) Installation and Operation for Jefferson County with Citywide ATM for a third one (1) year renewal from January 25, 2016 to January 24, 2017.

**SEE ATTACHMENTS ON PAGES 9 - 9**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file an agreement renewal (Renewal Amendment 2) with SOE Software Corporation for Clarity Election Suite Hosting & Support. This renewal will begin on January 1, 2016 and end on December 31, 2018.

**SEE ATTACHMENTS ON PAGES 10 - 11**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

3. Consider and approve a contract amendment with Ricoh USA, Inc. (DIR Contract DIR-TSO-3041) for an exchange of equipment included on the original contract. This amendment will exchange (15) Ricoh SP5200 DN and (1) Ricoh SPC831DN printer with (13) Ricoh SP5200 DN printers, (2) Ricoh SP4520DN printers, and (1) Ricoh SPC831DN printer with maintenance for the County Clerk's Office; for an amended contract total of \$19,662.66.

**SEE ATTACHMENTS ON PAGES 12 - 19**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
December 21, 2015*

**COMMUNITY SUPERVISION:**

4. Consider and possibly approve a Resolution recognizing Jan Chesson for her 32 years of service to the Community Supervision Department and to the citizens of Jefferson County and wishing her well in her retirement.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

5. Consider and approve FY 2016 budget transfer - Service Center - additional cost for cell phone allowance for Director of Vehicle Service Center effective 1/1/2016.

120-8095-417-2007	CELLULAR PHONE ALLOWANCE	\$675.00	
120-8095-417-2001	F.I.C.A. EXPENSE	\$52.00	
120-8095-417-2002	EMPLOYEES' RETIREMENT	\$119.00	
120-8095-417-2003	EMPLOYEES' INSURANCE		\$846.00

**SEE ATTACHMENTS ON PAGES 20 - 20**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

6. Consider and approve FY 2016 budget amendment - Constable Pct.1 replace wrecked vehicle.

120-3065-425-6007	AUTOMOBILES	\$33,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$33,000.00

**SEE ATTACHMENTS ON PAGES 21 - 21**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
December 21, 2015*

7. Consider and approve utilizing available capital project funds to install gate and security cameras for parking area between Annex I and Annex II. Estimated cost is \$6,500.

**SEE ATTACHMENTS ON PAGES 22 - 25**

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

8. Regular County Bills check #415432 through check #415677.

**SEE ATTACHMENTS ON PAGES 26 - 35**

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

**COUNTY CLERK:**

9. Consider and possible adopt a Resolution recognizing, Sheila Peveto, for 20+ years of dedicated service as a deputy clerk for the Jefferson County Clerk's Office and to the citizens of Jefferson County and wishing her well in her future endeavors.

**SEE ATTACHMENTS ON PAGES 36 - 36**

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

**COUNTY COMMISSIONERS:**

10. Consider and possibly approve an Order appointing a Committee to Establish a Uniform Truancy Policy for Jefferson County, Texas pursuant to H. B. 2398.

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

*Notice of Meeting and Agenda and Minutes  
December 21, 2015*

11. Consider and possibly approve, receive and file the appointment of William J. Bianchi to fill a vacant position to the Jefferson County Tourism Commission Board . Effective January 1, 2016.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

12. Consider and possibly approve exempting the following groups from paying for security during their scheduled events for the year 2016, Dispute Resolution Center, Jefferson County Bar Association, , Election School, Jefferson County Clerk's Office for meetings and training related to Elections, Jefferson County Coalition for Victims of Crime, Family Services, and Jefferson County Deputy Constable Association. The security expense will be paid via budgeted funds.

**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 the appointment or reappointment of the listed Commissioners for Jefferson County Emergency Services District No. 3, pursuant to Sec. 775.034(b), Texas Health & Safety Code, for those places having a current term of office set to expire January 1, 2016: Terence Simon and Brandon Rose.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

14. Consider and possibly approve the appointment or reappoint of the listed Commissioners for Jefferson County Emergency Services District No. 4, pursuant to Sec. 775.034(b), Texas Health & Safety Code, for those places having a current term of office set to expire January 1, 2016: Robert Bordice and Jeffrey Thomas Roebuck.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
December 21, 2015*

15. Receive and file Abatement Agreement for property located in the reinvestment zone between Pure Renewables Port Arthur, LLC and Jefferson County, Texas pursuant to Section 312.401, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 37 - 104**

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

16. Receive and file Oath of Office and Statement of Officer for Paul Beard, Joseph Johnson, Richard Lewis, Ken Duhon , and Vernon Pierce, Commissioners of the Sabine Neches Navigation District.

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

17. Consider and possibly approve an Order Prohibiting the Possession of Firearms in the Jefferson County Courthouse and Office Buildings pursuant to 84 H.B. 910.

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

**DISTRICT CLERK:**

18. Consider and possible adopt a Resolution recognizing, Carollyn Moulder, for 17 years of dedicated service as a Deputy Clerk in the Jefferson County District Clerk's office and to the citizens of Jefferson County and wishing her well in her future endeavors.

**SEE ATTACHMENTS ON PAGES 105 - 105**

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

## **ENGINEERING:**

19. Consider and possibly approve a Replat of Lots 34-35, Block 16, in Gilbert Lake Estates off of Highway 365 and located in Precinct No.4. This plat has met Engineering requirements and is outside any ETJ.

**SEE ATTACHMENTS ON PAGES 106 - 107**

**Motion by: Commissioner Alfred**

**Second by: County Judge Branick**

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

**Action: APPROVED**

## **HUMAN RESOURCES:**

20. Consider and possibly approve the appointment of Jose Zurita, Jr. as the Director of Vehicle Service Center effective Monday, December 21, 2015.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

No Commissioners Court Monday December 28, 2015 Next Commissioners Court Monday January 4, 2016.

## **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.**

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**Jeff R. Branick  
County Judge**

**CONTRACT RENEWAL FOR RFP 12-032/JW  
RE-BID FOR TERM CONTRACT FOR AUTOMATED TELLER  
MACHINES (ATM) INSTALLATION AND OPERATION FOR  
JEFFERSON COUNTY**

The County entered into a contract with Citywide ATM for one (1) year, from January 28, 2013 to January 27, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from January 25, 2016 to January 24, 2017.

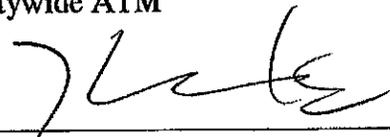
ATTEST:

JEFFERSON COUNTY, TEXAS

\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

\_\_\_\_\_  
Jeff Branick, County Judge

CONTRACTOR:  
Citywide ATM

  
\_\_\_\_\_  
(Name)

**RENEWAL AMENDMENT 2 OF CLARITY ELECTION SUITE HOSTING AND SUPPORT  
AGREEMENT AGREEMENT**

**SOE SOFTWARE CORPORATION and JEFFERSON COUNTY CLERK**

**PREAMBLE**

This Extension Amendment (the "Amendment") is entered into as of this 1st day of January 2016 (Effective Date), by SOE SOFTWARE CORPORATION (d/b/a SCYTL) with principal offices at 5426 Bay Center Drive, Suite 525, Tampa, FL 33609 ("SOE") ("Vendor") and JEFFERSON COUNTY CLERK with principal offices at County Clerks Office 1001 Pearl St. Beaumont, Texas 77704 ("Customer").

Collectively, SOE and Customer shall be referred to as the "Parties" and each separately as a "Party".

In consideration of the mutual promises and covenants hereinafter set forth, SOE and the CUSTOMER acknowledge and agree that the **Clarity Election Suite Hosting and Support for Election Night Reporting, Voter Education, Election Help Desk and Election Training** entered into as of (09/08/2009), by and between the Parties (the Agreement) is hereby renewed for another year and consequently amended as follows, but that such Agreement shall otherwise continue in full force and effect.

The Parties agree as follows:

1. To renew the term of the Agreement for **three (3) year** as of **January 1, 2016** until **December 31, 2018**.
2. To pay the fee/s as indicated below for such renewal (Fee) which shall be non-cancellable, non-refundable and in addition to the fees be paid according to the Agreement. The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, and the Vendor reserves the right to increase the Fee.
3. The Customer will be invoiced the Fixed Fee in accordance with the following schedule:

<b>Service</b>	<b>Fixed Fee</b>	<b>Invoicing Date</b>
Election Night Reporting , Mobile	\$0	01/01/2016- 12/31/2016 Already paid.
Voter Education	\$0	
Election Training	\$0	
Election Help Desk	\$0	
Election Night Reporting , Mobile	\$7,500	01/01/2017 – 12/31/2017
Voter Education	\$3,700	
Election Training	\$4,300	
Election Help Desk	\$7,450	
Election Night Reporting , Mobile	\$7,500	01/01/2018 – 12/31/2018
Voter Education	\$3,700	
Election Training	\$4,300	
Election Help Desk	\$7,450	

4. Except as modified above, all other terms and conditions of the Agreement and all amendments and addenda thereto, shall remain in full force and effect. All capitalized words not defined herein shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the Effective Date intending to be bound thereby,

SOE SOFTWARE CORPORATION

JEFFERSON COUNTY, TEXAS CLERK

By:   
Name: MISC FRATEO  
Title: CEO  
Date: 12/2/15

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# RICOH

## ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:	July 1, 2015	Sale Type :	CASH
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BILL TO INFORMATION			
Customer Legal Name: JEFFERSON COUNTY			
Address Line 1:	1149 PEARL ST FL 7	Contact:	Grammer, Jessica
Address Line 2:	AUDITORS OFFICE	Phone:	(409)983-8340
City:	BEAUMONT	E-mail:	jgrammer@co.jefferson.tx.us
ST / Zip:	TX/77701-3638	County:	JEFFERSON
		Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input checked="" type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____
<input type="checkbox"/> PO Included PO# _____	<input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work)
<input type="checkbox"/> Syndication	<input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including by not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.).

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60 Months	MONTHLY	MONTHLY

SHIP TO INFORMATION			
Customer Name: JEFFERSON COUNTY			
Address Line 1:	1149 PEARL ST	Contact:	Grammer, Jessica
Address Line 2:		Phone:	(409)983-8340
City:	BEAUMONT	E-mail:	jgrammer@co.jefferson.tx.us
ST / Zip:	TX/77701-3638	County:	JEFFERSON
		Fax:	

PRODUCT INFORMATION									
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price
RICOH SP4520DN	2	Gold	N/A	\$0.0100	N/A	N/A		\$817.08	\$1,634.16
RICOH SP5200DN	13	Gold	N/A	\$0.0080	N/A	N/A		\$1,150.00	\$14,950.00
RICOH SPC831DN	1	Gold	N/A	\$0.0100	N/A	\$0.0700		\$3,078.50	\$3,078.50



# RICOH

ORDER TOTALS		
<b>Service Type Offerings:</b>	<b>Product Total:</b>	\$19,662.66
<b>Gold:</b> Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services:</b>	\$0.00
<b>Silver:</b> Includes all supplies. Excludes paper and staples.	<b>Buyout:</b>	\$0.00
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total: (Excludes Tax)</b>	\$19,662.66
<b>Additional Provisions:</b>		
Contract for State of Texas DIR TSO-3041		

<b>Accepted by Customer</b>	<b>Accepted: Ricoh USA, Inc.</b>
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



# RICOH

## EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	JEFFERSON COUNTY				
Contact Name:	Grammer, Jessica	Phone:	(409)983-8340		
Address:	1149 PEARL ST		City:	BEAUMONT	
State:	TX	Zip:	77701-3638	Fax/Email:	jgrammer@co.jefferson.tx.us

Make	Model	Serial Number
RICOH	SP5200DN	S8151500177
RICOH	SP5200DN	S8151500157

**This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option**

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("RicoH") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

**Equipment Removal (Owned by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer - owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.



**CUSTOMER**

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**RICOH USA, INC.**

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



**APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3041**  
**Maintenance and Sale Agreement**

CUSTOMER INFORMATION					
Legal Name	Jefferson County				
Bill To Address	1149 Pearl St				
City	Beaumont	State	TX	Zip Code	77701

DIR Contract No. DIR-TSO-3041 and this Maintenance & Sale Agreement (the "Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh" and/or "Vendor") agrees to sell the specific equipment and/or hardware ("Products") identified on an Order (defined below) entered into hereunder and/or provide maintenance services for the specific items of equipment identified on an Order ("Services") entered into hereunder to Customer (defined above) from time to time. Either party may terminate the arrangement contemplated by this Agreement at any time upon prior written notice to the other in accordance to Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order Form (each an "Order") placed and accepted prior to such termination.

**The following terms shall apply to all Service transactions:**

1. **Services.** (a) In order to obtain Services from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing DIR-TSO-3041 and this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such order and must include the words, "DIR Contract No. DIR-TSO-3041". Ricoh will not be responsible to provide services for equipment, for terms or locations not identified on the Order accepted by Ricoh.

(b) As part of its Services, Ricoh will repair or replace in accordance with the terms and conditions of DIR Contract No. DIR-TSO-3041 and this Agreement any part of the serviced equipment that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) service calls or work which Customer requests to be performed outside of regular Ricoh business hours (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh holidays; (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (v) consumable supplies such as paper, unless expressly provided for in the Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits; and (x) installation or de-installation and/or movement of the serviced equipment from one location to another unless specified in writing by Ricoh. Notwithstanding the foregoing, initial equipment installation and/or final disposition de-installation of the equipment and transportation each way is included at no cost to Customer. Damage to serviced equipment or parts arising from causes beyond the control of Ricoh are not covered by this Agreement or any Order. Additionally, service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Service Charges.

2. **Service Calls.** Service calls will be made during normal business hours at the installation address shown on the applicable Order exclusive of State of Texas published holidays listed on the Texas Comptroller of Public Accounts website at: [http://www.window.state.tx.us/taxinfo/state\\_holidays.html](http://www.window.state.tx.us/taxinfo/state_holidays.html). Travel is not an allowable charge under this Contract and labor-time for the service calls after normal hours, on weekends and on holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged in accordance to Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components.

3. **Reserved.**

4. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. Notwithstanding the foregoing, pricing shall be in accordance with Appendix C of DIR

Contract No. DIR-TSO-3041. Termination shall be in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041.

5. **Service Charges.** (a) Service charges ("Service Charges"), will be set forth in accordance to Appendix C of DIR Contract No. DIR-TSO-3041. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge its customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may result in Service Charges; (ii) the transfer of the serviced equipment from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the applicable Order; and (iii) the Toner Inclusive Program is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. As per Section 151.309, Texas Tax Code, Government Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

(b) Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Pricing shall be in accordance with Appendix C of DIR Contract No. DIR-TSO-3041.

6. **Use of Recommended Supplies; Meter Readings.** (a) If the Customer uses other than manufacturer-recommended paper, and if such paper is defective or not acceptable for use on the serviced equipment or causes abnormally frequent service calls or service problems that are uncured and continuing, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such items of serviced equipment. If so terminated, Customer will be offered service on a time and materials basis in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041. Supplies, including toner, staples, developer and fuser oil are included in the cost of images listed in Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041.

(b) If Ricoh determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by Ricoh, Customer and Ricoh will assess the equipment to determine if the device needs to be upgraded to a model that will accommodate the Customer's actual usage. Supplies are included in this Contract at no cost. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that Ricoh may place automatic meter reading units on imaging devices, embedded or otherwise, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis, service calls and toner alerts. Ricoh agrees that such units will be used by Ricoh solely for such limited purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes only. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services and if after repeated billing cycles of estimations, a meter reading is still not provided to Ricoh, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges.

7. **Basic Connectivity Services.** If any software, system support or related connectivity services are specifically set forth on an Order and accepted by Ricoh, Ricoh shall provide any such services at the Customer location set forth in the Services Order, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. Customer acknowledges that Ricoh's performance of any such services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity services are specifically identified in the Order as part of the services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

8. **Customer Obligations.** Customer agrees to provide a proper place for the use of the serviced equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the serviced equipment hereunder within a reasonable distance of the serviced equipment. Customer agrees to provide "360 degree" service access to the serviced equipment. Customer will provide a key operator for the serviced equipment and will make operators available for instruction in use and care of the serviced equipment. Customer agrees that any equipment not serviced by Ricoh which utilizes identical supplies to the serviced equipment must be covered under a separate inclusive non-Ricoh service program. If Customer is authorized by law to perform background checks on Ricoh personnel performing Services under this

Agreement, then it shall provide Ricoh with advance written notice of any such requirement before the commencement of work under this Agreement.

9. **Early Termination.** Termination shall be in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041.

10. **Insurance.** Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this Agreement. If Customer is a governmental entity, Ricoh agrees that Customer may self-insure to fulfill this requirement. Ricoh will maintain insurance coverage in accordance with Appendix A, Section 10.N of DIR Contract No. DIR-3041. Upon request, each party agrees to deliver the other evidence of such insurance coverage.

**The following terms shall apply to all Product sale transactions:**

11. **Order, Delivery and Acceptance.** In order to purchase Products from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the Products, the Product delivery location and the applicable Product charges for such order. Ricoh will not be obligated to sell or deliver Products for which such information is not provided in an Order accepted by Ricoh. Unless otherwise agreed upon by both parties in writing, delivery of Products to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer, shall constitute delivery to Customer. All handling, transportation and installation will be provided to Customer at no charge. Customer agrees to confirm delivery of all Products covered by this Agreement when the same is delivered by signing a delivery acknowledgement. Customer will have five (5) business days to provide Acceptance Certification. Orders shall not be cancelable by the Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments and if necessary and in accordance with Customer's budgetary guidelines.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Merchandise returned without written authorization may not be accepted at the receiving dock and is the sole responsibility of Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to Ricoh within five (5) days after receipt of Products.

**The following terms shall apply to all transactions:**

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh is not the manufacturer of any of the Products. However, in connection with any Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH IN DIR CONTRACT DIR-TSO-3041, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. LIMITATION OF LIABILITY SHALL BE IN ACCORDANCE WITH APPENDIX A, SECTION 10.K OF DIR CONTRACT NO. DIR-TSO-3041. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the supplier of the Software ("Software Supplier"). Ricoh has no right, title or interest in any Software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

14. **Payment; Risk of Loss; Taxes.** Payment shall be in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-3041. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Agreement shall be the prompt and proper re-performance of such services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by Ricoh at Customer location or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer. As per Section 151.309, Texas Tax Code, Government Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

15. **Assignment; Force Majeure.** Assignment shall be in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-TSO-3041. Force Majeure shall be in accordance with Appendix A, Section 11.C of DIR Contract No. DIR-TSO-3041.

16. **Governing Law; Entire Agreement.** DIR Contract No. DIR-TSO-3041, this Agreement and any Order shall be governed by the laws of the State of Texas. Venue shall be in the State Courts of Travis County, Texas. Nothing herein shall be construed to waive the State's sovereign immunity. This Agreement and DIR Contract No. DIR-TSO-3041 constitutes the entire agreement between the parties and may not be amended except in writing signed by an officer or authorized representative of Ricoh and DIR. All Orders shall be governed by the terms and conditions of this Agreement and DIR Contract No. DIR-TSO-3041, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. In the event of conflict the DIR Contract No. DIR-TSO-3041 shall prevail. PURCHASE ORDERS ISSUED BY CUSTOMER FOR PRODUCTS AND/OR SERVICES FROM RICOH, EVEN IF THEY DO NOT EXPRESSLY REFERENCE OR INCORPORATE THIS AGREEMENT, SHALL BE SUBJECT TO THIS AGREEMENT AND SERVE ONLY TO IDENTIFY THE PRODUCTS AND/OR SERVICES ORDERED AND SHALL NOT BE DEEMED TO ALTER OR OTHERWISE MODIFY THE TERMS AND CONDITIONS OF DIR CONTRACT NO. DIR-TSO-3041 AND THIS AGREEMENT. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of DIR Contract No. DIR-TSO-3041 and this Agreement are held to be invalid or unenforceable, neither shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement and any Orders may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement shall be in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3041.

**CUSTOMER**

By: Carolyn L. Gundry

Name: CAROLYN L. GUNDRY

Title: COUNTY CLERK

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

**RICOH USA, INC.**

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

Name: \_\_\_\_\_

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

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

End of Appendix F



EVERETTE "BO" ALFRED  
COUNTY COMMISSIONER  
PRECINCT 4  
P.O. Box 4025  
Beaumont, Texas 77704-4025

MARIO WATKINS  
Executive Assistant

KENNETH MINKINS  
Superintendent  
Precinct 4 - Service Center

# MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct #4

Date: December 15, 2015

RE: Cell Phone Allowance

This letter is a request that the County provide a cell phone allowance of \$75 per month for the Director of Vehicle Service Center, Mr. Jose Zurita, Jr.

*Effective 11/1/16*

Thank you.

cc: Mr. Cary Erickson

EA/nr

Cell Phone Allowance	\$ 675	
FICA	52	
Employee Retirement	119	
Employee Insurance		\$ 846

# JEFFERSON COUNTY CONSTABLE

## PRECINCT-1

### COLEY "NICK" SALEME

1085 Pearl Street, Suite 103  
Beaumont, TX 77701-3544  
Phone: (409) 835-8450  
Fax: (409) 839-2350  
[nsaleme@co.jefferson.tx.us](mailto:nsaleme@co.jefferson.tx.us)



December 16, 2015

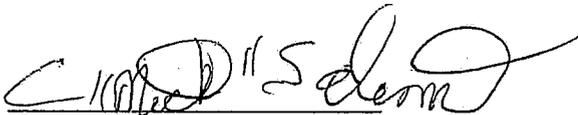
Patrick Swain  
Jefferson County Auditor  
7<sup>th</sup> Floor Jefferson County Courthouse  
Beaumont, TX 77701

Attention: Fran Lee, Financial Manager

Reference: Replace Wrecked Crown Victoria with Ford Explorer

To the Honorable Commissioner's Court

Deputy James Locke was involved in auto accident on December 15, 2015 which totaled his 2007 Crown Victoria. We are asking for a replacement with a 2015 Ford Explorer at an estimate costs of \$33,000.00 which covers equipment, markings, gun rack, inside equipment and outside lights.

  
Constable Coley "Nick" Saleme



# Gold Crest ELECTRIC COMPANY, INC.

Phone: (409) 842-4652  
Fax: (409) 842-6590

**ELECTRICAL CONTRACTORS**

1655 South 23rd Street  
Beaumont, Texas 77707-4397

July 2, 2015

Est. \$ 6,500

Jefferson County Courthouse  
1149 Pearl Street  
409-835-8599  
[syphrett@co.jefferson.tx.us](mailto:syphrett@co.jefferson.tx.us)

Attention: Deb Clark

RE: New Security Lights between the Annexes

Dear Ms. Clark,

Per your request, we are pleased to provide you with this estimate to install 3 new 400watt equivalent LED wall packs.

Our Scope of Work is as follows:

- Remove one existing 400 watt wallpack.
- Furnish and install three (3) new 64 watt LED wallpacks spaced evenly on the wall bordering the parking area.
- Extend the existing circuit that is feeding the existing wallpack to the new wallpacks and install a new photocell for control of the lighting.
- Troubleshoot the existing 400 watt floodlight and replace the ballast and lamp.

We have estimated the cost to furnish the labor and materials necessary to complete your request as follows:

Materials	\$ 1,653.93
Labor	\$ 636.83
Tax	\$ 00.00
<b>Total</b>	<b>\$ 2,289.76</b>

Our Qualifications:

- This proposal is based on our regular business hours.
- This proposal is good for 30 days from the date of this letter.
- This proposal does not include Tax.
- This proposal does not include overtime.



# Gold Crest ELECTRIC COMPANY, INC.

Phone: (409) 842-4652  
Fax: (409) 842-6590

**ELECTRICAL CONTRACTORS**

1655 South 23rd Street  
Beaumont, Texas 77707-4397

If the above quote and qualifications meets with your approval, please sign and date below and return to us via mail, e-mail or fax. This project will be scheduled upon receipt of your acceptance.

We appreciate the opportunity to be of service.

Sincerely,

GOLD CREST ELECTRIC COMPANY INC.

Chris Jacobs  
Project Manager/Master Electrician

Phone: (409) 842-4652  
E-Mail: [chris@goldcrestelectric.com](mailto:chris@goldcrestelectric.com)

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

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



June 11, 2015

Jefferson County Courthouse  
1149 Pearl St.  
Beaumont, TX

Deb,

Guardian Force Security is pleased to present this proposal for cameras looking at the new parking area. The following is a list of equipment to be installed.

- 1 – IR Bullet Camera, 2.8-12mm Lens
- 1 – DVR, 4 channel, 500gb hard drive
- 1 – Monitor 19"
- 1 – Power Supply
- Wire, Cable, Connectors, Etc.

The cost for material and labor will be \$1,550.00. Additional cameras are \$500.00 each, installed. If you think you might ever want more than four cameras, you can go to an 8 channel DVR with 1TB hard drive for an additional \$180.00.

If you have any questions or concerns that I have not addressed, please feel free to contact me on my cell phone, 409-719-7214. I appreciate the opportunity to make this proposal and look forward to being of service to you.

Sincerely,

Dee Lane  
d.lane@guardianforcesecurity.com



NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	411.20	415552	
TAMARA DEROUEN	450.00	415560	861.20**
ROAD & BRIDGE PCT.#1			
CRABTREE BARRICADE SYSTEMS, INC.	18.00	415493	
ENERGY	91.90	415506	
NEFF BROS. AUTO SERVICE	400.00	415523	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	583.26**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	175.16	415473	
HARTMANN BLDG. SPECIALITIES	89.00	415509	
OFFICE DEPOT	89.26	415525	
RITTER @ HOME	138.51	415533	
AT&T	91.44	415541	
CENTERPOINT ENERGY RESOURCES CORP	82.64	415598	
DE LAGE LANDEN PUBLIC FINANCE	104.00	415633	
MARTIN MARIEETA MATERIALS	338.00	415673	1,108.01**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	29.32	415484	
GULF COAST AUTOMOTIVE, INC.	5.29	415505	
ENERGY	27.78	415506	
MUNRO'S	34.13	415522	
TIME WARNER COMMUNICATIONS	85.52	415548	
AUTO ZONE	89.98	415559	
DE LAGE LANDEN PUBLIC FINANCE	154.80	415633	
ON TIME TIRE	150.00	415641	
SUPPLYWORKS	81.90	415670	658.72**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	1,232.16	415473	
COASTAL WELDING SUPPLY	45.00	415485	
CASH ADVANCE ACCOUNT	137.90	415513	
M&D SUPPLY	73.02	415517	
MUNRO'S	59.25	415522	
AT&T	75.08	415541	
CDW COMPUTER CENTERS, INC.	282.52	415568	
UNITED STATES POSTAL SERVICE	1.32	415581	
DE LAGE LANDEN PUBLIC FINANCE	373.37	415633	
ASCO	1,134.18	415648	
MARTIN MARIEETA MATERIALS	748.90	415673	4,162.70**
ENGINEERING FUND			
TRI-CITY COFFEE SERVICE	145.10	415552	
VERIZON WIRELESS	250.52	415576	
DE LAGE LANDEN PUBLIC FINANCE	662.83	415633	1,058.45**
PARKS & RECREATION			
SPRINT WASTE SERVICES LP	310.80	415659	310.80**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	21.01	415538	
TERRY WUENSCHER	427.70	415566	
CDW COMPUTER CENTERS, INC.	859.57	415568	
UNITED STATES POSTAL SERVICE	1,677.08	415581	
DE LAGE LANDEN PUBLIC FINANCE	506.82	415633	
COASTAL BUSINESS FORMS	696.34	415649	
ALLISON GETZ	427.70	415669	4,616.22*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT FAMILY PRACTICE ASSOC.	200.00	415478	
OFFICE DEPOT	434.90	415525	
UNITED STATES POSTAL SERVICE	2.08	415581	
DE LAGE LANDEN PUBLIC FINANCE	105.34	415633	742.32*
AUDITOR'S OFFICE			
CASH ADVANCE ACCOUNT	507.95	415513	
UNITED STATES POSTAL SERVICE	17.55	415581	
DE LAGE LANDEN PUBLIC FINANCE	148.43	415633	673.93*
COUNTY CLERK			
OFFICE DEPOT	45.82	415525	
UNITED STATES POSTAL SERVICE	299.65	415581	
DE LAGE LANDEN PUBLIC FINANCE	1,501.35	415633	
URBAN RECORDERS ALLIANCE	100.00	415639	1,946.82*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	1,200.00	415503	
KEVIN PAULA SEKALY PC	1,000.00	415537	
UNITED STATES POSTAL SERVICE	90.42	415581	
KIMBERLY PHELAN, P.C.	500.00	415600	
J.T. HAYNES	500.00	415601	
RICHARD N EVANS II	500.00	415617	
KATY L. CORCORAN	500.00	415618	
DE LAGE LANDEN PUBLIC FINANCE	105.34	415633	4,395.76*
RISK MANAGEMENT			
OFFICE DEPOT	458.07	415525	
UNITED STATES POSTAL SERVICE	2.50	415581	
DE LAGE LANDEN PUBLIC FINANCE	77.40	415633	537.97*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	197.80	415581	
DE LAGE LANDEN PUBLIC FINANCE	478.80	415633	676.60*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	685.57	415526	
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	415633	1,884.55*
PURCHASING DEPARTMENT			
OFFICE DEPOT	22.94	415525	
UNITED STATES POSTAL SERVICE	2.74	415581	
DE LAGE LANDEN PUBLIC FINANCE	105.34	415633	131.02*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	40.00	415513	
TIME WARNER COMMUNICATIONS	191.75	415550	
HOBBY LOBBY	42.94	415557	
TOWER COMMUNICATIONS, INC.	2,435.00	415578	
WALMART COMMUNITY BRC	145.96	415579	
SUPERIOR PRESS	1,152.70	415625	
DYNAMEX INC	194.95	415656	4,203.30*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	659.83	415568	
DE LAGE LANDEN PUBLIC FINANCE	148.43	415633	808.26*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	852.21	415581	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	925.57*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	199.99	415525	
UNITED STATES POSTAL SERVICE	12.08	415581	
DE LAGE LANDEN PUBLIC FINANCE	387.38	415633	
ELECTION ADMINISTRATORS LLC	954.00	415646	
			1,553.45*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL	3,610.40	415481	
NELL MCCALLUM & ASSOC., INC.	1,717.61	415519	
OFFICE DEPOT	259.28	415525	
TDCAA BOOK ORDERS	350.00	415545	
CYNDI DOLEMAN	19.00	415561	
UNITED STATES POSTAL SERVICE	191.51	415581	
CHILD ABUSE & FORENSIC SERVICES	250.00	415585	
DE LAGE LANDEN PUBLIC FINANCE	636.38	415633	
TRANSUNION RISK AND ALTERNATIVE	110.00	415668	
			7,144.18*
DISTRICT CLERK			
TRI-CITY COFFEE SERVICE	194.85	415552	
UNITED STATES POSTAL SERVICE	145.89	415581	
DE LAGE LANDEN PUBLIC FINANCE	125.46	415633	
WESTERN MICROGRAPHICS & IMAGING	558.80	415640	
			1,025.00*
CRIMINAL DISTRICT COURT			
GAYLYN COOPER	750.00	415463	
TODD W. LEBLANC	800.00	415465	
THOMAS J. BURBANK, P.C.	1,800.00	415480	
JOHN E MACEY	800.00	415518	
UNITED STATES POSTAL SERVICE	30.64	415581	
JOEL WEBB VAZQUEZ	4,662.50	415594	
DE LAGE LANDEN PUBLIC FINANCE	77.40	415633	
SAMUEL & SON LAW FIRM PLLC	1,200.00	415667	
			10,120.54*
58TH DISTRICT COURT			
OFFICE DEPOT	126.73	415525	
SOUTHEAST TEXAS WATER	29.95	415540	
UNITED STATES POSTAL SERVICE	.42	415581	
LEXIS-NEXIS	52.00	415582	
DE LAGE LANDEN PUBLIC FINANCE	77.40	415633	
			286.50*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.42	415581	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	
			73.78*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	6.24	415581	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	
			79.60*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	77.40	415633	
			77.40*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	126.01	415581	
KIMBERLY R. BROUSSARD	1,076.70	415613	
DE LAGE LANDEN PUBLIC FINANCE	529.96	415633	
			1,732.67*
279TH DISTRICT COURT			
DAVID GROVE	75.00	415467	
TONYA CONNELL TOUPS	750.00	415605	
DE LAGE LANDEN PUBLIC FINANCE	285.95	415633	
REALTIME REPORTING SERVICES INC.	1,211.40	415634	
WILLIAM FORD DISHMAN	600.00	415655	
			2,922.35*
317TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
GAYLYN COOPER	650.00	415463	
DAVID GROVE	75.00	415467	
PHILLIP DOWDEN	375.00	415471	
PHILLIP DOWDEN	1,050.00	415472	
LAIRON DOWDEN, JR.	1,000.00	415494	
LAIRON DOWDEN, JR.	350.00	415495	
TRAVIS EVANS	650.00	415497	
JIMMY D. HAMM	300.00	415508	
TERRENCE HOLMES	875.00	415511	
OFFICE DEPOT	326.43	415525	
MARVA PROVO	650.00	415530	
ANITA F. PROVO	2,600.00	415532	
KEVIN S. LAINE	650.00	415564	
CHARLES ROJAS	600.00	415571	
CHARLES ROJAS	1,050.00	415572	
UNITED STATES POSTAL SERVICE	.70	415581	
GLEN M. CROCKER	1,250.00	415584	
JOEL WEBB VAZQUEZ	75.00	415594	
JONATHAN L. STOVALL	75.00	415629	
DE LAGE LANDEN PUBLIC FINANCE	77.40	415633	
WILLIAM FORD DISHMAN	300.00	415655	
MATUSKA LAW FIRM	825.00	415661	
JUSTICE COURT-PCT 1 PL 1			13,804.53*
UNITED STATES POSTAL SERVICE	31.77	415581	
DE LAGE LANDEN PUBLIC FINANCE	125.00	415633	
JUSTICE COURT-PCT 1 PL 2			156.77*
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	
JUSTICE COURT-PCT 4			73.36*
AT&T	75.08	415541	
DE LAGE LANDEN PUBLIC FINANCE	104.00	415633	
THOMSON REUTERS-WEST	56.50	415651	
JUSTICE COURT-PCT 6			235.58*
CASH ADVANCE ACCOUNT	286.60	415513	
STAR GRAPHICS COPIERS, INC.	218.00	415542	
UNITED STATES POSTAL SERVICE	15.50	415581	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	
JUSTICE COURT-PCT 7			593.46*
OFFICE DEPOT	29.26	415525	
JUSTICE OF PEACE PCT. 8			29.26*
OFFICE DEPOT	182.46	415525	
DE LAGE LANDEN PUBLIC FINANCE	265.00	415633	
COUNTY COURT AT LAW NO.1			447.46*
UNITED STATES POSTAL SERVICE	1.39	415581	
LEXIS-NEXIS	47.00	415582	
DE LAGE LANDEN PUBLIC FINANCE	350.69	415633	
COUNTY COURT AT LAW NO. 2			399.08*
GAYLYN COOPER	250.00	415463	
THOMAS J. BURBANK, P.C.	300.00	415480	
BRUCE W. COBB	250.00	415486	
A. MARK FAGGARD	250.00	415498	
JOHN E MACEY	250.00	415518	
OFFICE DEPOT	39.89	415525	
UNITED STATES POSTAL SERVICE	.42	415581	
DANIEL CLAYTON	900.00	415583	
ANTOINE FREEMAN	250.00	415607	
LAURIE PEROZZO	250.00	415620	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	

NAME	AMOUNT	CHECK NO.	TOTAL
DANE DENNISON	250.00	415664	
JARED GILTHORPE	500.00	415665	
SAMUEL & SON LAW FIRM PLLC	750.00	415667	
COUNTY COURT AT LAW NO. 3			4,313.67*
GAYLYN COOPER	350.00	415463	
JOHN E MACEY	250.00	415518	
UNITED STATES POSTAL SERVICE	12.98	415581	
LEXIS-NEXIS	52.00	415582	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	
TERRENCE ALLISON	250.00	415647	
JARED GILTHORPE	500.00	415665	
COURT MASTER			1,488.34*
UNITED STATES POSTAL SERVICE	3.86	415581	
DE LAGE LANDEN PUBLIC FINANCE	104.00	415633	
MEDIATION CENTER			107.86*
TRI-CITY COFFEE SERVICE	27.65	415552	
UNITED STATES POSTAL SERVICE	2.50	415581	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	
COMMUNITY SUPERVISION			103.51*
DE LAGE LANDEN PUBLIC FINANCE	332.16	415633	
SHERIFF'S DEPARTMENT			332.16*
GUARDIAN FORCE	28.00	415462	
FED EX	40.89	415499	
GT DISTRIBUTORS, INC.	169.90	415502	
KAY ELECTRONICS, INC.	465.00	415514	
MCNEILL INSURANCE AGENCY	71.00	415520	
OFFICE DEPOT	50.73	415525	
AT&T	122.04	415541	
ZEE MEDICAL SERVICE	1,599.99	415555	
UNITED STATES POSTAL SERVICE	281.50	415581	
CODE BLUE	256.00	415593	
3 L PRINTING	25.00	415626	
DE LAGE LANDEN PUBLIC FINANCE	1,073.06	415633	
RITA HURT	825.00	415638	
TRANSUNION RISK AND ALTERNATIVE	475.00	415668	
LONE STAR UNIFORMS	2,968.58	415676	
CRIME LABORATORY			8,451.69*
ACCUTOX, INC.	651.28	415461	
FISHER SCIENTIFIC	386.40	415500	
OFFICE DEPOT	51.04	415525	
HENRY SCHEIN, INC.	85.69	415536	
SOUTHEAST TEXAS WATER	79.90	415540	
ASCLD / LAB, INC.	4,775.00	415567	
DE LAGE LANDEN PUBLIC FINANCE	104.00	415633	
INSIGHT PUBLIC SECTOR INC	505.47	415662	
EXCEL MEDICAL WASTE LLC	319.20	415671	
JAIL - NO. 2			6,957.98*
AAA LOCK & SAFE	393.00	415459	
JOHNSTONE SUPPLY	102.52	415468	
BOB BARKER CO., INC.	20,595.00	415477	
COTTON CARGO	210.00	415492	
ECOLAB	399.90	415496	
W.W. GRAINGER, INC.	140.78	415504	
HERNANDEZ OFFICE SUPPLY, INC.	23.00	415510	
JACK BROOKS REGIONAL AIRPORT	1,382.09	415512	
M&D SUPPLY	708.87	415517	
MOORE SUPPLY, INC.	1,021.63	415521	
OFFICE DEPOT	437.06	415525	
PETTY CASH - SHERIFF'S OFFICE	979.04	415528	

NAME	AMOUNT	CHECK NO.	TOTAL
RALPH'S INDUSTRIAL ELECTRONICS	115.14	415534	
SANITARY SUPPLY, INC.	2,149.68	415535	
SHERWIN-WILLIAMS	278.10	415539	
AT&T	1,347.52	415541	
WHOLESALE ELECTRIC SUPPLY CO.	580.27	415553	
WORTH HYDROCHEM	327.00	415554	
ADVANCED SYSTEMS & ALARM SERVICES,	95.00	415570	
LOWE'S HOME CENTERS, INC.	166.30	415587	
TEXAS GAS SERVICE	540.95	415589	
CODE BLUE	2,364.00	415593	
INTERCONTINENTAL JET CORP	405.16	415597	
AIRGAS SOUTHWEST	341.17	415611	
ACT PIPE AND SUPPLY	178.29	415614	
FIRETROL PROTECTION SYSTEMS, INC.	684.00	415616	
WORLD FUEL SERVICES	1,514.44	415621	
FIVE STAR CORRECTIONAL SERVICE	17,050.02	415623	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	415633	
LIQUID CAPITAL EXCHANGE INC	1,226.34	415635	
SAFETY SOURCE APPAREL	509.70	415645	
MATERA PAPER COMPANY INC	7,379.49	415650	
THOMSON REUTERS-WEST	888.00	415651	
KROPP HOLDINGS INC	1,178.45	415653	
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	415663	
LONE STAR UNIFORMS	3,766.95	415676	
JUVENILE PROBATION DEPT.			72,848.02*
UNITED STATES POSTAL SERVICE	5.20	415581	
DE LAGE LANDEN PUBLIC FINANCE	221.79	415633	
JUVENILE DETENTION HOME			226.99*
BEAUMONT TROPHIES	261.90	415479	
FRANK'S MEDICAL MART	278.60	415501	
SANITARY SUPPLY, INC.	923.87	415535	
OAK FARM DAIRY	255.00	415563	
CENTERPOINT ENERGY RESOURCES CORP	471.28	415598	
FIRETROL PROTECTION SYSTEMS, INC.	2,040.00	415616	
DE LAGE LANDEN PUBLIC FINANCE	327.69	415633	
CONSTABLE PCT 1			4,558.34*
UNITED STATES POSTAL SERVICE	74.75	415581	
DE LAGE LANDEN PUBLIC FINANCE	460.79	415633	
CONSTABLE-PCT 2			535.54*
OFFICE DEPOT	73.07	415525	
CONSTABLE-PCT 4			73.07*
AT&T	37.54	415541	
DISH NETWORK	49.51	415602	
DE LAGE LANDEN PUBLIC FINANCE	229.00	415633	
CONSTABLE-PCT 6			316.05*
AMERICAN ASSOCIATION OF NOTARIES	22.90	415476	
UNITED STATES POSTAL SERVICE	8.58	415581	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	
CONSTABLE PCT. 7			104.84*
COCOMO JOE'S	15.00	415488	
CONSTABLE PCT. 8			15.00*
CARPENTER'S TIME CENTER INC.	226.00	415482	
DE LAGE LANDEN PUBLIC FINANCE	460.50	415633	
AGRICULTURE EXTENSION SVC			686.50*
PEGGY COLEMAN	12.08	415489	

NAME	AMOUNT	CHECK NO.	TOTAL
WALMART COMMUNITY BRC	38.63	415579	
UNITED STATES POSTAL SERVICE	1.66	415581	
MELISSA MEWA	50.60	415586	
DE LAGE LANDEN PUBLIC FINANCE	148.43	415633	251.40*
HEALTH AND WELFARE NO. 1			
MCKESSON MEDICAL-SURGICAL INC	104.00	415569	
WALMART COMMUNITY BRC	59.74	415579	
UNITED STATES POSTAL SERVICE	66.60	415581	
DE LAGE LANDEN PUBLIC FINANCE	579.70	415633	810.04*
HEALTH AND WELFARE NO. 2			
OFFICE DEPOT	179.99	415525	
DE LAGE LANDEN PUBLIC FINANCE	178.70	415633	
SAM'S CLUB DIRECT	159.88	415644	
EXCEL MEDICAL WASTE LLC	79.80	415671	598.37*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	46.20	415569	
RACHAEL COE	45.00	415577	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	164.56*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	172.80	415525	
AT&T	51.20	415541	
DE LAGE LANDEN PUBLIC FINANCE	460.79	415633	684.79*
INDIGENT MEDICAL SERVICES			
OFFICE DEPOT	181.52	415525	
CARDINAL HEALTH 110 INC	2,959.38	415652	3,140.90*
MAINTENANCE-BEAUMONT			
CINTAS, INC.	293.01	415483	
COBURN'S, BEAUMONT BOWIE (1)	151.46	415487	
CONSOLIDATED ELECTRICAL DIST, INC.	882.32	415490	
ENTERGY	4,483.53	415506	
M&D SUPPLY	132.26	415517	
ZEE MEDICAL SERVICE	317.49	415555	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	6,333.43*
MAINTENANCE-PORT ARTHUR			
COCOMO JOE'S	229.50	415488	
AL COOK NURSERY	904.11	415491	
SANITARY SUPPLY, INC.	185.32	415535	
TIME WARNER COMMUNICATIONS	300.30	415547	
TIME WARNER COMMUNICATIONS	70.24	415549	
ALLIANCE MECHANICAL SERVICES	5,846.00	415595	
GULF COAST ELECTRIC CO.,INC.	2,859.50	415612	
PARKER LUMBER	124.93	415624	
DE LAGE LANDEN PUBLIC FINANCE	150.76	415633	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	415654	
SUPPLYWORKS	514.82	415670	13,710.08*
MAINTENANCE-MID COUNTY			
CENTERPOINT ENERGY RESOURCES CORP	112.48	415598	
DE LAGE LANDEN PUBLIC FINANCE	77.40	415633	189.88*
SERVICE CENTER			
KINSEL FORD, INC.	47.76	415515	
M&D SUPPLY	98.31	415517	
MUNRO'S	39.45	415522	
AT&T	60.96	415541	
VIN'S PAINT & BODY, INC.	240.00	415565	
JEFFERSON CTY. TAX OFFICE	16.75	415574	

NAME	AMOUNT	CHECK NO.	TOTAL
VOYAGER FLEET SYSTEM, INC.	18,400.96	415591	
BUMPER TO BUMPER	288.58	415596	
LIBERTY TIRE RECYCLING LLC	66.99	415619	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	
MIGHTY OF SOUTHEAST TEXAS	277.02	415636	
SPANKY'S WRECKER SERVICE INC	150.00	415643	
SILSBEE FORD INC	264.98	415657	20,025.12*
VETERANS SERVICE			
HILARY GUEST	120.94	415588	
DE LAGE LANDEN PUBLIC FINANCE	464.62	415633	585.56*
			209,852.46**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	22.64	415470	
JACK BROOKS REGIONAL AIRPORT	566.20	415512	
MUNRO'S	86.20	415522	
CENTERPOINT ENERGY RESOURCES CORP	117.82	415598	
DE LAGE LANDEN PUBLIC FINANCE	73.36	415633	866.22**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	77.40	415633	77.40**
SECURITY FEE FUND			
IDENTISYS	2,015.73	415603	
ART SWIGER	70.35	415666	2,086.08**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	4,248.19	415651	4,248.19**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	235.25	415513	
HAYS COUNTY	4,200.00	415558	
BI INCORPORATED	568.64	415573	
CORNELL CORRECTIONS OF TEXAS	4,869.00	415660	9,872.89**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	835.78	415513	
PAMELA G. STEWART	62.79	415543	
TIME WARNER COMMUNICATIONS	81.16	415546	
TIME WARNER COMMUNICATIONS	83.24	415551	
UNITED STATES POSTAL SERVICE	68.47	415581	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	415608	
JCCSC	35.00	415628	
STACY TULLIER	123.05	415637	
EXCEL MEDICAL WASTE LLC	92.00	415671	
TEXAS A&M UNIVERSITY - COMMERCE	100.00	415674	8,446.49**
JEFF. CO. WOMEN'S CENTER			
ECOLAB	82.95	415496	
LUBE SHOP	164.96	415516	
AT&T	130.94	415541	
SYSCO FOOD SERVICES, INC.	1,584.55	415544	
PETTY CASH - RESTITUTION I	156.97	415556	
BEN E KEITH FOODS	3,990.16	415592	
DAVID HELTON	120.00	415622	
DE LAGE LANDEN PUBLIC FINANCE	292.40	415633	
MATERA PAPER COMPANY INC	356.03	415650	
EXCEL MEDICAL WASTE LLC	39.90	415671	6,918.86**
MENTALLY IMPAIRED OFFEND.			
TRAZARRA STELLY	46.00	415606	46.00**
COMMUNITY CORRECTIONS PRG			

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	115.38	415633	115.38**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	115.38	415633	115.38**
COUNTY RECORDS MANAGEMENT			
TEXAS ORAL HISTORY ASSOCIATION	30.00	415466	
PRESERVATION TEXAS, INC.	100.00	415529	
UNITED STATES POSTAL SERVICE	6.74	415581	
BEAUMONT HERITAGE SOCIETY	100.00	415590	236.74**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	415469	
MUNRO'S	79.00	415522	
DE LAGE LANDEN PUBLIC FINANCE	431.67	415633	
AQUILA GOLF INC	18,368.56	415658	19,354.23**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	210.68	415633	210.68**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	930.00	415642	930.00**
CAPITAL PROJECTS FUND			
MSC SYSTEMS	2,500.00	415562	
THE HEARTFIELD LAW FIRM	213.86	415627	
LJA ENGINEERING INC	21,829.20	415642	
SHEPLEY BULFINCH	2,693.60	415672	27,236.66**
AIRPORT FUND			
ENTERGY	1,421.53	415507	
AT&T	588.76	415541	
UNITED STATES POSTAL SERVICE	4.99	415581	
CENTERPOINT ENERGY RESOURCES CORP	1,069.80	415598	
DE LAGE LANDEN PUBLIC FINANCE	177.36	415633	3,262.44**
AIRPORT IMPROVE. GRANTS			
APAC, INC. - TROTTI & THOMSOM	14,610.66	415474	
APAC, INC. - TROTTI & THOMSOM	5,974.50	415475	20,585.16**
SETEC FUND			
ALLIANCE MECHANICAL SERVICES	4,000.00	415595	4,000.00**
LIABILITY CLAIMS ACCOUNT			
CALVERT EAVES CLARKE & STELLY LLP	1,027.55	415675	
ROSA L CASTRO	3,226.54	415677	4,254.09**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	17,082.30	415599	17,082.30**
SHERIFF'S FORFEITURE FUND			
SUPERCIRCUITS, INC.	284.50	415460	
CASH ADVANCE ACCOUNT	1,240.00	415513	
INTERCONTINENTAL JET CORP	1,800.00	415597	
SILSBEE FORD INC	31,216.45	415657	34,540.95**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	11,898.00	415432	
CLEAT	324.00	415433	
JEFFERSON CTY. TREASURER	18,387.63	415434	

NAME	AMOUNT	CHECK NO.	TOTAL
RON STADTMUELLER - CHAPTER 13	782.50	415435	
INTERNAL REVENUE SERVICE	3,067.46	415436	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,140.00	415437	
JEFFERSON CTY. COMMUNITY SUP.	11,110.54	415438	
JEFFERSON CTY. TREASURER - HEALTH	430,526.38	415439	
JEFFERSON CTY. TREASURER - GENERAL	45.00	415440	
JEFFERSON CTY. TREASURER - PAYROLL	1,756,929.86	415441	
JEFFERSON CTY. TREASURER - PAYROLL	729,215.14	415442	
MONEY/MLOA	198.74	415443	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,185.00	415444	
UNITED WAY OF BEAUMONT& N JEFFERSON	49.77	415445	
JEFFERSON CTY. TREASURER - TCDRS	681,228.16	415446	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,906.65	415447	
JEFFERSON COUNTY TREASURER	2,665.67	415448	
JEFFERSON COUNTY - TREASURER -	5,887.33	415449	
NECHES FEDERAL CREDIT UNION	62,279.89	415450	
JEFFERSON COUNTY - NATIONWIDE	87,764.73	415451	
TENNESSEE CHILD SUPPORT	115.38	415452	
SBA - U S DEPARTMENT OF TREASURY	168.49	415453	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	415454	
WILLIAM E HEITKAMP	748.86	415455	
JOHN TALTON	2,367.69	415456	
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	415457	
COLLEGE ASIST	345.63	415458	
			3,816,505.58**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,065.00	415609	
9TH COURT OF APPEALS	2,130.00	415610	
			4,195.00**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	461.02	415512	
AT&T	80.52	415541	
VERIZON WIRELESS	532.66	415575	
THE DINGO GROUP-PETE JORGENSON MARI	478.72	415604	
C & I OIL COMPANY INC	8,253.58	415615	
			9,806.50**
GLO IKE ROUND 2			
APOLLO ENVIRONMENTAL STRATEGIES INC	143,720.63	415464	
			143,720.63**
			4,357,309.45***





## AGENDA

December 7, 2015

**Consider, possibly approve, authorize the County Judge to execute and receive and file an Abatement Agreement for Property located with the ExxonMobil Beaumont Refinery Complex Project (SCANfiner) Reinvestment Zone pursuant to Section 312.401, Texas Tax Code.**





STATE OF TEXAS                   §  
    §  
 COUNTY OF JEFFERSON         §

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE  
 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and EXXON MOBIL OIL CORPORATION. (hereinafter sometimes referred to as “EXXONMOBIL” OR “OWNER”).

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the ExxonMobil Refinery Complex Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated July 20, 2015 (hereinafter referred to as the “REINVESTMENT ZONE”

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

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

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the ExxonMobil Beaumont Refinery Complex Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “D.” It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction

plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of OWNER.

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

**2. AUTHORIZATION**

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE ExxonMobil Beaumont Refinery Complex Reinvestment Zone.**

**3. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15% of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2018 which is expected to result from the Exempt Property Excess. It is understood and agreed that ExxonMobil will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

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

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

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

**4. TERM OF ABATEMENT**

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2018 and shall terminate on December 31, 2028, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2016 this AGREEMENT shall be null and void.

**5. OWNER REPRESENTATIONS/OBLIGATIONS**

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

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2017, maintain a level of not less than 5 new full-time jobs, using headcount as of January 1, 2018 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 5 full-time jobs for total on site employment by OWNER during said remaining term. In the event that such employment falls below 5 full-time jobs for total on site employment by OWNER relating to the PROJECT during any tax year of such remaining term, the Abatement for such tax year shall be reduced proportionate to such employment decline per the example calculation cited below where:

A1 = initial Abatement \$s  
 A2 = revised Abatement \$s  
 E1 = 5 full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite full-time jobs levels to the COUNTY, annually during each tax year under this AGREEMENT after the tax year during which completion of the PROJECT is attained;
- c. Construct the PROJECT with an estimated investment in excess of approximately \$450,000,000;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
- (i) "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "Local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
- (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual

(iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this AGREEMENT. A list of HUB/DBE

Agreement.

(iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of

Economically Disadvantaged Individuals.

(ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.

individuals with disabilities.

(i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and

services. For purposes of the foregoing:

i Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and

h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

PROJECT;

g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the

and potential local bidders and suppliers of services and materials.

ii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER

obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit "E". As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

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

## **6. VALUE OF ABATEMENT**

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

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

## **7. QUARTERLY MONITORING MEETINGS**

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

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

a. the abatement will be recalculated for any adjustments due to the contract floor; and,

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

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2018, as set forth on attached Exhibit "C", and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

**9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

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

a. The value of Ineligible Property shall be fully taxable;

b. The Taxable Value of existing Eligible Property as determined each year shall be fully taxable; and

c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

**8. TAXABILITY**

OWNER agrees to reimburse the COUNTY in an amount not to exceed \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

- b. the abatement will be further reduced dollar for dollar for any amount that the value of the industrial realty improvements as determined by the Court is reduced from the value as set by the Appraisal Review Board for the tax year under contest.

## **10. POLLUTION CONTROL EXEMPTION**

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

## **11. EVENT OF DEFAULT**

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

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.

#### 14. SUCCESSORS AND ASSIGNS

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

#### 13. ENTIRE AGREEMENT

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.

#### 12. ASSIGNMENT

**15. NOTICE**

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

Exxon Mobil Corporation  
Property Tax Department  
P. O. Box 53  
Attention: Property Tax Agent Craig E. Mann  
Houston, TX 77001-0053

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

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

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

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

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

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

**FOR THE COUNTY:**

Executed in duplicate this the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

**18. SEVERABILITY**

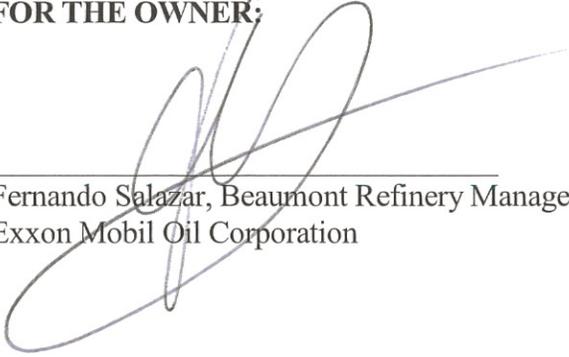
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

**17. APPLICABLE LAW AND VENUE**

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

**16. INTERPRETATION**

**FOR THE OWNER:**



\_\_\_\_\_  
Fernando Salazar, Beaumont Refinery Manager  
Exxon Mobil Oil Corporation

**EXHIBIT A “Description of Project”**

The proposed project is a facility which will increase the ExxonMobil Beaumont Refinery’s capacity to produce high-quality, ultra low-sulfur gasoline and diesel fuels.

The facility would be constructed on approximately 1.5 acres of land (which is entirely contained in the defined boundary of the ExxonMobil Beaumont Refinery Complex Reinvestment Zone).

Significant components of the facility would include:

- Recycle Compressors
- Reactors
- Cooling Tower
- Drums
- Scrubbers
- Pumps
- Analyzers
- Instrumentation and Controls
- Fractionation Units
- Utilities Service Upgrade
- Building
- Condensers

**EXHIBIT "B" - "Tax Abatement Schedule"**

<b>Tax Year</b>	<b>Abatement Percentage</b>
1. 2018	90%
2. 2019	90%
3. 2020	90%
4. 2021	90%
5. 2022	90%
6. 2023	90%
7. 2024	90%
8. 2025	90%
9. 2026	90%

**EXHIBIT "C" - "Base Year Value"**

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

EXHIBIT "D" – "Reinvestment Zone"

*Notice of Meeting and Agenda and Minutes  
July 20, 2015*

**SPECIAL, 7/20/2015 1:30:00 PM**

BE IT REMEMBERED that on July 20, 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 (ABSENT)

Tim Smith

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

Theresa Goodness, Chief Deputy

**AGENDA ITEM****July 20, 2015**

Consider, possibly approve, execute, receive and file an order creating the ExxonMobil Beaumont Refinery Complex Reinvestment Zone pursuant to Sec. 312.401, Texas Tax Code (the Property redevelopment and Tax Abatement Act.) (**Public Hearing was conducted with no comment on July 13, 2015.**)

STATE OF TEXAS §  
COUNTY OF JEFFERSON §  
OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312.401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

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 Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the ExxonMobil Beaumont Refinery Complex Reinvestment Zone facility in/near Beaumont, TX a reinvestment zone, pursuant to Sec. 312.401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

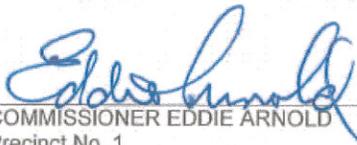
- Section 1. That the Commissioners Court hereby designates the property, 1795 Burt Street, Beaumont, TX, 1795 Burt St., Beaumont, Jefferson County, Texas 77704, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act")
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the \_\_\_\_ day of July, 2015.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this \_\_\_\_\_ day of July \_\_\_\_\_, 2015.



JEFF R. BRANICK  
County Judge



COMMISSIONER EDDIE ARNOLD  
Precinct No. 1



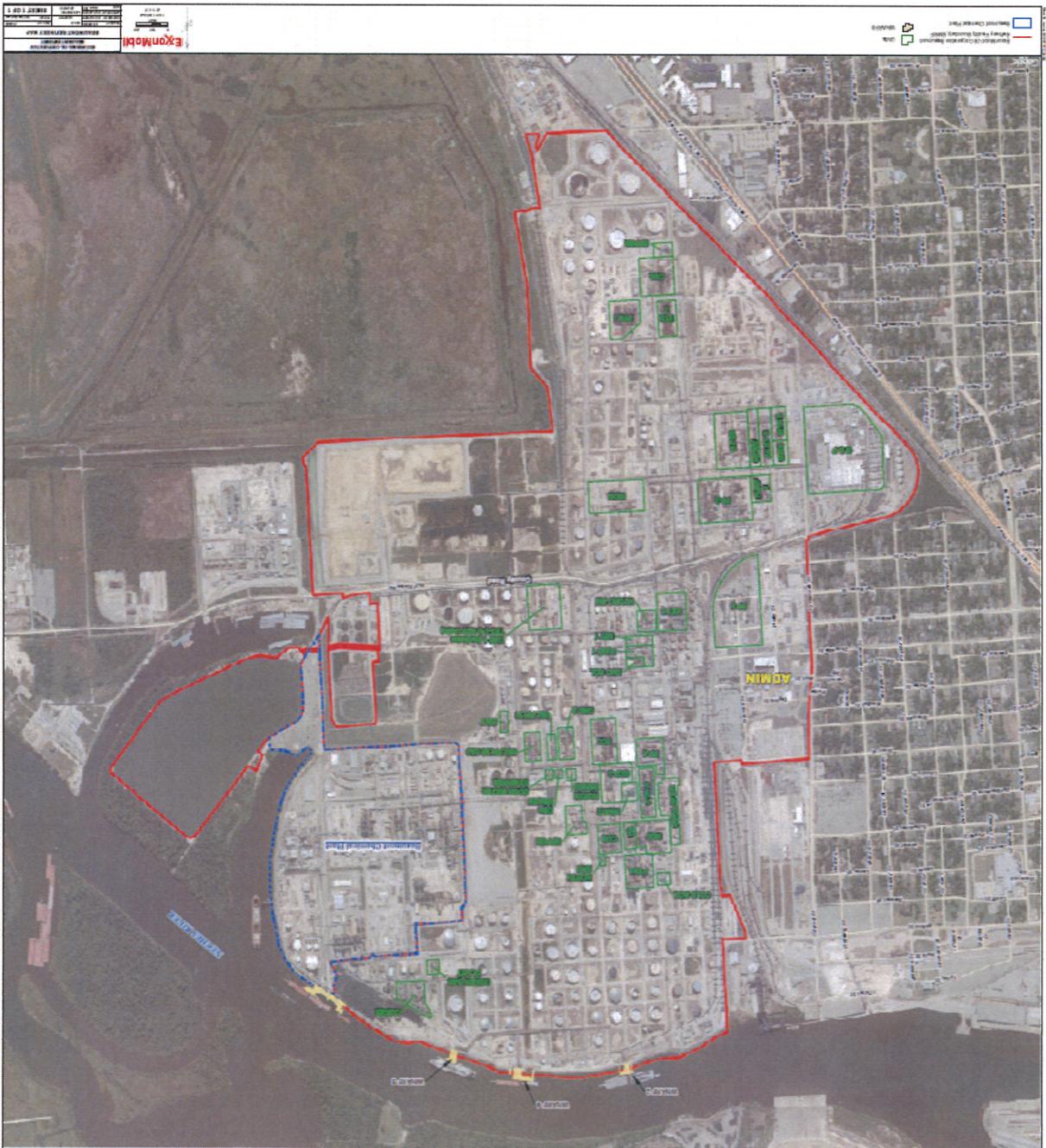
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3



COMMISSIONER BRENT A. WEAVER  
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4



**EXHIBIT “E” – “List of HUB/ DBE Companies”**

**Minority Business Directory**

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

List to be provided by Jefferson County, per verbiage in the current Uniform Tax Abatement Policy

**Exhibit "F"**

**Jefferson County Amended Uniform Tax Abatement Policy - 2014**

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

## Minority Business Directory

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

### Accountants/ Certified Public

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website: [www.comprotax.com](http://www.comprotax.com)

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

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

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

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

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website: [www.comprotax.com](http://www.comprotax.com)



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

### **Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

### **Agricultural**

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

### **Air Conditioning Repair**

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

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

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)



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

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

**Barbecue/ Caterers**

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

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

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

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

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

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



**Carpet/ Flooring**

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

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

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

**Computer Service & Repair**

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

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

**Consultant**

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



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

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

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

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

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

*Christene Sonnier Coastal Industrial Services, Inc. P.O. Box 158 Port Neches, TX 77651 Tel: 409-736-3797 Cell: 409-728-5072	205 West Hwy 365, Ste. A Port Arthur, TX 77640 Fax: 409-736-2270 Email: <a href="mailto:www.coastaltxs@aol.com">www.coastaltxs@aol.com</a>
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Cornelius Harris  
Alamo Contractors

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

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



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

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

\*Joshua Allen  
J. Allen contractors, Inc.  
Tel: 409-833-8947  
Email: [office@jallenmgmt.com](mailto:office@jallenmgmt.com)

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

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

Joe Wheaton  
Joe Wheaton Construction Co.

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

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

\*Kenny Timms  
KT Maintenance  
Tel: 409-982-9952  
Email: [Kenny.tims@ktmaintenance.com](mailto:Kenny.tims@ktmaintenance.com)



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

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

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

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

Naomi Lawrence-Lee  
CNB Development Group  
Tel: 409-767-8037  
Email: [nlee@cnbhomes.com](mailto:nlee@cnbhomes.com)

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

Paul Buxie  
Buxie Builders  
Tel: 409-833-2028

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

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

Ray Marsh  
RAM Contracting Services  
Tel: 214-597-0541  
Email: [ray@rammep.com](mailto:ray@rammep.com)



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

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

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

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

### **Commodities**

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

### **Copy Services**

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



**Council**

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

**Electrical/ Mechanical Contractors**

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

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

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

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



### **Employment Services**

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

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

### **Energy**

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

### **Engineers**

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

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



**Environmental**

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

**Florists- Retail**

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

**Home Repair & Maintenance**

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

**Industrial Consultant**

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

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



**Insurance**

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

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

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

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

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

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



Email: [mwilliams@protectorinsurance.com](mailto:mwilliams@protectorinsurance.com)

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

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

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

### **Investment**

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

### **Lawn Care**

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



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

**Logistic**

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

**Maintenance**

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

**Misc.**

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

Delois Roy  
 Art World  
 Tel: 409-892-7638

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

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



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

### **Office Supply**

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

### **Pest Control**

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

### **Photography**

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

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

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

### **Plumbing**

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



Beaumont, TX 77701  
Tel: 409-833-2796

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

**News/ Media/ Publications**

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

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

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

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

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

Ms. Vicke Frank  
KZZB Radio



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

Tracie Payne  
 CUSH Magazine  
 P.O. Box 22197  
 Beaumont, TX 77720  
 Tel: 409-212-1111  
 Website: [www.cush.com](http://www.cush.com)

### **Purchasing/ Procurement**

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

### **Real Estate**

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

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

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



Mrs. Dee Richard Chavis  
Dee Richard Real Estate  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
Dee Richard Real Estate  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
Dee Richard Real Estate  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@ft.rr.com](mailto:drealestate@ft.rr.com)

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

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



**Restaurants**

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

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

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

**Roofing**

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

**Sanitary Supply**

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

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



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

### **Trophies**

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

### **Trucking/Heavy Hauling**

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

Erwin Charles  
 Charles Trucking  
 Tel: 409-835-5805

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

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

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

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

Jerry P. Bernard



Bernard's Trucking  
Tel: 409-842-1259

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

Mrs. Shelia M. Mire  
W&S Mire Trucking

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

**Wrecker Services**

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

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



**EXHIBIT "G" - AFFILIATES OF OWNER, as of January 1, 2015**

Listing obtained from the Jefferson County Appraisal District

434725	CS MOBIL
390693	EXXON CHEMICALS AMERICA
480897	EXXON CHEMICALS AMERICA
480939	EXXON MOBIL CORPORATION
469979	EXXON MOBIL CORPORATION
474871	EXXON MOBIL CORPORATION
223188	EXXON MOBIL CORPORATION
189079	EXXONMOBIL CORP
189080	EXXONMOBIL CORP
355588	EXXONMOBIL CORP
431428	EXXONMOBIL CORP
453769	EXXONMOBIL CORP
480772	EXXONMOBIL OIL CORP
447235	EXXONMOBIL OIL CORPORATION
471934	EXXONMOBIL OIL CORPORATION
487060	EXXONMOBIL OIL CORPORATION
480966	EXXONMOBIL PIPELINE CO
223186	EXXONMOBIL PIPELINE CO
386754	INFINEUM USA LP
239758	INFINEUM USA LP
403980	MOBIL CHEMICAL CO
453770	MOBIL CHEMICAL CO
294291	MOBIL CHEMICAL CO - LDPE
444128	MOBIL PIPE LINE CO
480771	MOBIL PIPELINE CO
454180	MOBIL PROD TEX & NM INC
455688	NECHES RIVER TREATMENT CO
201305	NECHES RIVER TREATMENT CO
480776	NECHES RIVER TREATMENT CORP
480896	STATE STREET BANK & TRUST CT
418800	TEXAS SEA RIM PIPELINE INC
480870	WILMINGTON TRUST CO





# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

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

**WHEREAS, CAROLLYNN MOULDER**, has devoted 17 years and 3 months of her life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, CAROLLYNN MOULDER**, has dedicated her talents and pledged her services as a Deputy District Clerk for the Jefferson County District Clerk’s Office; and

**WHEREAS, CAROLLYNN MOULDER**, has dedicated her services as a Deputy Clerk in Family Law for the Jefferson County District Clerk’s Office, serving as a File Clerk, Deputy Clerk, and as Bailiff in E-File Clerk; and

**WHEREAS**, through hard work and commitment to excellence, **CAROLLYNN MOULDER**, has earned the respect of her colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Jefferson County District Clerks’ Office, **CAROLLYNN MOULDER**, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **CAROLLYNN MOULDER**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her 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 A. WEAVER  
Precinct No. 2

\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**Ron Westphal**

---

**From:** Ron Westphal <ronaldw@co.jefferson.tx.us>  
**Sent:** Thursday, December 10, 2015 9:58 AM  
**To:** 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Kenneth Minkins; 'Mario Watkins, Prct 4 Asst.'; 'Mark Redwine, Prct 3 Foreman'; 'Mike Melancon, Env. Ctrl.'; 'Mike Trahan, Prct 2 Foreman'; 'Robbie Griffith, Prct 1 Foreman'  
**Subject:** Replat - Gilbert Lake Estates - Precinct #4  
**Attachments:** Gilbert Lake Replat - Lots 34-35.pdf

Gentlemen,

Attached is a Replat of two lots in Gilbert Lake Estates off of Hwy #365 and located in Precinct #4. The current owner is wanting to adjust the current lot lines.

This plat has met Engineering requirements and is outside any ETJ. I will be placing this plat on the Agenda for December 21, 2015 for approval.

Ron

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

STATE OF TEXAS  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I JOHN FOLSOM, OWNER OF 5.435 ACRES OF LAND OUT OF THE LEVI HILLEBRANT SURVEY, ABSTRACT 135, IN JEFFERSON COUNTY, TEXAS, AS CONVEYED TO ME, AND RECORDED IN THE OFFICIAL PUBLIC RECORDS, COUNTY CLERK'S FILE NO. 2015030987, DO HEREBY SUBDIVIDE SAID 5.435 ACRES OF LAND OUT OF THE SAID LEVI HILLEBRANT SURVEY, ABSTRACT 135, IN ACCORDANCE WITH THE PLAN SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

*John Folsom*  
JOHN FOLSOM, OWNER

Curve #	Radius	Curve Bearing	Distance	Length	Delta
C1	540.00	N38°43'28"W	265.03	267.77	028°24'40"
C2	300.00	N30°00'55"W	233.76	240.12	045°51'33"

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN FOLSOM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF December, 2015.

*Joyce Ann Leblanc*  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
JOYCE ANN LEBLANC  
MY COMMISSION EXPIRES  
May 31, 2016

COUNTY DIRECTOR OF ENGINEERING CERTIFICATE

I, DON RAO, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

DON RAO, DIRECTOR OF ENGINEERING

SUBSCRIBED AND SWORN TO BEFORE ME BY DON RAO AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF COUNTY APPROVAL  
STATE OF TEXAS  
JEFFERSON COUNTY

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2015, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS/ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT 1  
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT 2  
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT 3  
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT 4  
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE  
JEFFERSON COUNTY, TEXAS

SURVEYOR'S CERTIFICATE

I, MITCHELL LEE BRACKIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

*Mitchell Lee Brackin*  
MITCHELL LEE BRACKIN  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5163



SUBSCRIBED AND SWORN TO BEFORE ME BY MITCHELL LEE BRACKIN AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 15th DAY OF December, 2015.

*Joyce Ann Leblanc*  
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

JOYCE ANN LEBLANC  
MY COMMISSION EXPIRES  
May 31, 2016

CERTIFICATE OF RECORDING

I, \_\_\_\_\_, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE ON \_\_\_\_\_, 2015, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. RECORDED IN FILE # \_\_\_\_\_ JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS. WITNESS MY HAND AND SEAL OF OFFICE AT THE JEFFERSON COUNTY COURT HOUSE THE DAY AND DATE LAST ABOVE WRITTEN.

COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

BY: \_\_\_\_\_, DEPUTY

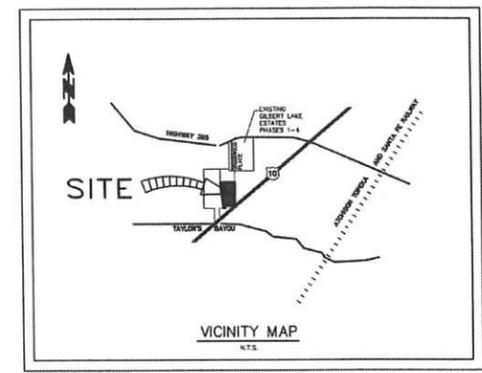
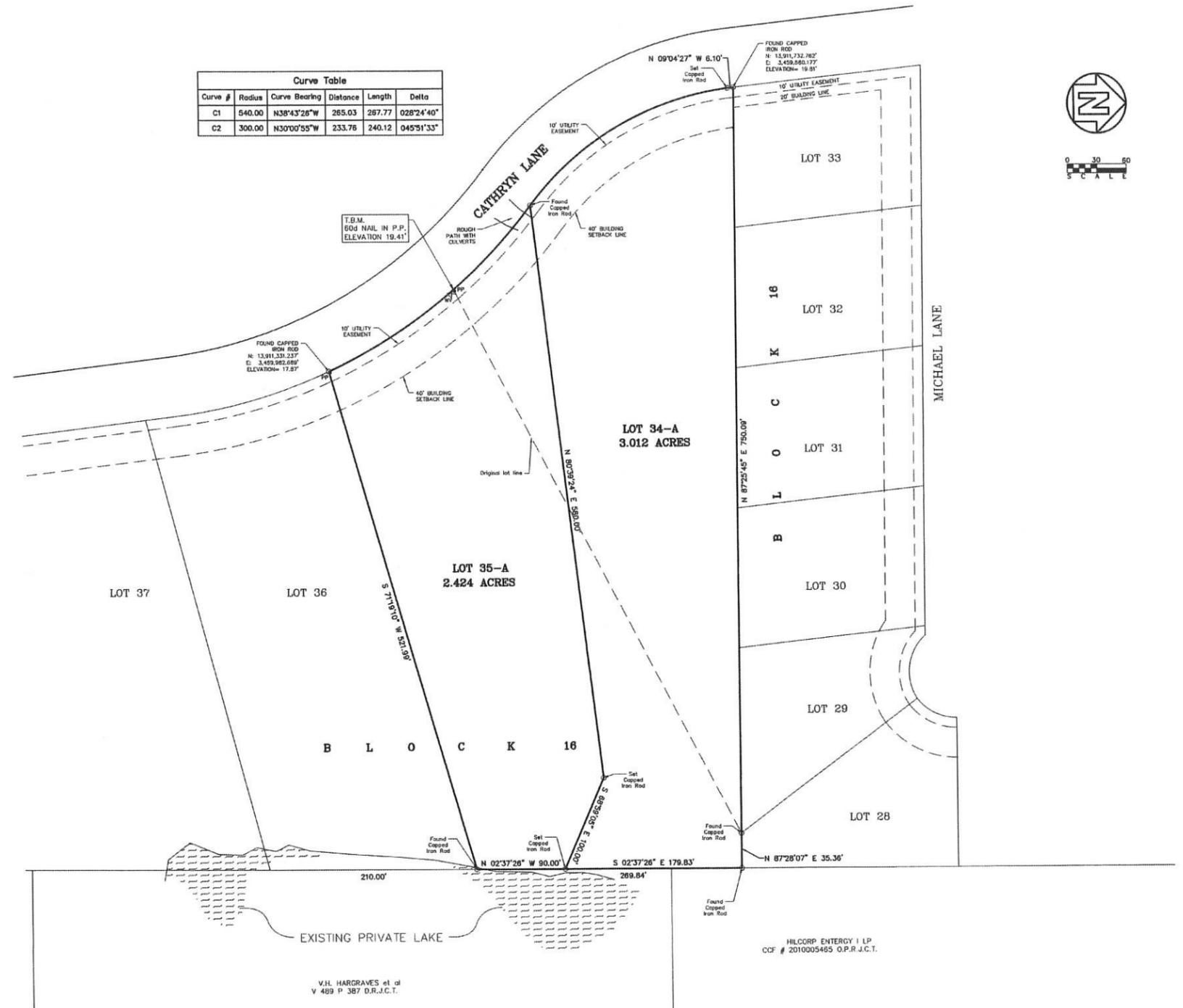
RESTRICTIONS RECORDED: \_\_\_\_\_

GENERAL NOTES:

- ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING A PART OF THIS ADDITION.
- IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP, FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL NO. 480385 0245 C DATED AUGUST 8, 2002. THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "A". FLOOD ZONE "A" IS DEFINED AS AREAS OF 100 YEAR FLOOD. FITZ & SHIPMAN, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP. CENSUS TRACT NO. 115. THE COUNTY ENGINEER HAS DETERMINED THE BASE FLOOD ELEVATION TO BE 17.00 FEET.
- 1/2" CAPPED IRON RODS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- THE PURPOSE OF THIS REPLAT IS TO RE-ALIGN THE COMMON LOT LINE.
- NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.
- THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT SCHOOL DISTRICT.
- UTILITY NOTES:  
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY ENTERGY TEXAS, INC.  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY A.T. & T.  
GAS UTILITY SERVICE WILL BE PROVIDED BY (NONE AVAILABLE).  
WATER UTILITY SERVICE WILL BE PROVIDED BY WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT.  
SEWER UTILITY SERVICE WILL BE PROVIDED BY (NONE AVAILABLE).  
CABLE UTILITY SERVICE WILL BE PROVIDED BY (NONE AVAILABLE).
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
- WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.
- BENCHMARKS: 60D IN NAIL IN POWER POLE.
- COORDINATES ARE REFERENCED TO TEXAS STATE PLANE COORDINATES SYSTEM, NAD83, SOUTH CENTRAL ZONE #4204.

WATER SUPPLY REPRESENTATIVE

- ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.



Field Note Description:

Being a 5.435 acre tract of land lying in the Levi Hillebrand Survey, Abstract No. 135, Jefferson County, Texas, being out of and a portion of that certain 37.960 acre tract of land described in an instrument as Gilbert Lake Estates, Phase VI in Volume 17 on Page 136 of Map Record of Jefferson County, Texas, being all of Lots 34 and 35 of said Gilbert Lake Estates, said 5.435 acres being more particularly described as follows:

- All bearings and coordinates referenced to the NAD 83, Texas State Plane Coordinates System, Texas South Central Zone.
- Beginning at a Capped Iron Rod found marking the East right-of-way of Cathryn Lane (a public roadway), the Southwest corner of Lot 33, Block 16, the Northwest corner of Lot 34, Block 16 and being the Northwest corner of the herein described tract;
- THENCE S 89°53'24" E with the South line of Lots 33-29, the North line of said Lot 34 and the North line of the herein described tract for a distance of 750.00' to the Southeast corner of said Lot 29 the Southwest corner of Lot 28, the East corner of said Lot 34 and being an angle point on the North line of the herein described tract;
- THENCE S 89°51'02" E with the South line of the said Lot 28, the North line of the said Lot 35 and the North line of the herein described tract for a distance of 35.36' to a Capped Iron Rod found marking the Southeast corner of the said Lot 28, the West line of that certain tract of land described in an instrument to Hilcorp Entergy I, L.P. of record in county Clerk's File No. 2010005465 of the Official Public Records of Jefferson County, Texas, the Northeast corner of said Lot 35 and the being the Northeast corner of the herein described tract;
- THENCE S 00°03'25" W with the West line of the said Hilcorp Entergy tract of land, the East line of that certain tract of land described in an instrument to V. H. Hargraves of record in Volume 489 on Page 387 of the Deed Records of Jefferson County, Texas, the East line of the said Lot 34 and the East line of the herein described tract for a distance of 269.84' to a Capped Iron Rod found marking the Northeast corner of Lot 36, the Southeast corner of said Lot 35 and being the Southeast corner of the herein described tract;
- THENCE N 74°00'01" W with the North line of said Lot 36, the South line of said Lot 35 and the South line of the herein described tract for a distance of 521.99' to a Capped Iron Rod found marking the East line of said Cathryn Lane, the Northwest corner of said Lot 36, the Southwest corner of said Lot 35, and being the Southwest corner of the herein described tract;
- THENCE along the East line of said Cathryn Lane and West line of the herein described tract the following three courses:

- A curve to the left having a radius of 540.00', a chord that bears N 38°43'26" W - 265.03' for an arc distance of 267.77' to a Capped Iron Rod set marking the point of reverse curve.
- A curve to the right having a radius of 300.00', a chord that bears N 30°00'55" W - 233.76' for an arc distance of 240.12' to a Capped Iron Rod set marking the end of said curve.
- N 06°23'36" W for a distance of 6.10' to the point and place of beginning, containing in area 5.435 acres of land, more or less.

REPLAT OF  
LOTS 34-35, BLOCK 16  
GILBERT LAKE ESTATES  
PHASE VI  
INTO  
LOTS 34A-35A, BLOCK 16  
GILBERT LAKE ESTATES  
PHASE VI  
OUT OF THE  
LEVI HILLEBRANT SURVEY, ABSTRACT 135  
BEAUMONT, JEFFERSON COUNTY, TEXAS

DECEMBER 2015  
OWNER: JOHN FOLSOM

OWNERSHIP OF DOCUMENTS

**Fitz & Shipman**  
INC.  
Consulting Engineers and Land Surveyors  
1405 CORNSTONE COURT BEAUMONT, TEXAS  
(409)832-7238 FAX (409)832-7303

**Special, December 21, 2015**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, December 21, 2015