

SPECIAL, 1/19/2016 1:30:00 PM

BE IT REMEMBERED that on January 19, 2016, 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
(ABSENT)

Honorable G. Mitch Woods, Sheriff

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

Theresa Goodness, Chief Deputy

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

Notice of Meeting and Agenda and Minutes
January 19, 2016

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
January 19, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **19th** day of **January 2016** at its regular meeting place in the Jury Impaneling room, Jefferson County Courthouse, 1085 Pearl Street, Beaumont, Texas. Until further notice.

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

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

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

PURCHASING:

1. Consider and approve specifications for Invitation for Bids (IFB 16-001/YS), Term Contract for Motor Fuel for Jefferson County.

SEE ATTACHMENTS ON PAGES 9 - 42

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

2. Consider and approve specifications for Invitation for Bids (IFB 16-002/JW), Ford Fields Concession Stand.

SEE ATTACHMENTS ON PAGES 43 - 43

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

3. Rescind award of (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County, Compactor (Roll-Off) Service for Jefferson County Correctional Facility and Ford Park Arena, and Standard Waste Container (Roll-Off) Service for Ford Park Baseball Fields from Republic Services of Beaumont; and Re-Award, execute, receive and file Acceptance of Offer with Industrial Transportation Waste, LLC in the amount of \$360.00 per haul for Compactor (Roll-Off) Service for Jefferson County Correctional Facility and Ford Park Arena, and \$290.00 per haul/per container for Standard Waste Container (Roll-Off) Service for Ford Park Baseball Fields.

SEE ATTACHMENTS ON PAGES 44 - 45

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
January 19, 2016*

4. Consider and approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) to be auctioned by Horn's Auction, Inc. The auction is scheduled for Saturday, February 6, 2016 at 9:00 A.M.

SEE ATTACHMENTS ON PAGES 46 - 47

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

COUNTY AUDITOR:

5. Consider and approve FY 2016 budget transfer - Risk Management - additional cost for postage.

120-1016-415-4052	POSTAGE	\$500.00	
120-1016-415-2003	EMPLOYEES' INSURANCE		\$500.00

SEE ATTACHMENTS ON PAGES 48 - 48

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

6. Regular County Bills - check #416224 through check #416535.

SEE ATTACHMENTS ON PAGES 49 - 58

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

COUNTY CLERK:

7. Consider and approve Early Voting locations, dates and times for the Primary Election to be held March 1, 2016.

SEE ATTACHMENTS ON PAGES 59 - 59

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

*Notice of Meeting and Agenda and Minutes
January 19, 2016*

8. Consider and approve the Countywide Election Day polling locations for the Primary election to be held March 1, 2016.

SEE ATTACHMENTS ON PAGES 60 - 60

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider and approve and expenditure from Records Management for the purchase of a Minolta MS6000 with printer and an additional 2 year warranty. This is a microfilm reader for the scanning department. The current old scanner is broken and unable to find replacement parts. The amount requested is \$8680.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY COMMISSIONERS:

10. Consider, possibly approve and authorize the County Judge to execute a Ground Lease Option Termination Agreement between Jefferson County, Texas and Accelerated Development Operating Company (ADOC) regarding airport land.

SEE ATTACHMENTS ON PAGES 61 - 63

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
January 19, 2016*

11. Consider and possibly approve a Resolution to authorize the Jefferson County Family Treatment Drug Court to apply for a grant funding the period of September 1, 2016 through August 31, 2017. Funding is offered through the Criminal Justice Division of the Governor's Office and no match funding is required.

SEE ATTACHMENTS ON PAGES 64 - 65

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

12. Consider and possibly approve the appointments of Scott McGaha and Zoe Scheer to the Jefferson County Tourism Commission.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

ADDENDUMS

13. Consider, possibly approve and authorize the County to execute Amendment No. 1 to the agreement between Jefferson County, Texas, the Department of the Army and the Sabine-Neches Navigation District of Jefferson County regarding the Jefferson County Shoreline Feasibility Study.

Action: TABLED

COUNTY TAX ASSESSOR-COLLECTOR:

14. Consider and possibly approve a Resolution giving permission to the Sheriff to conduct an auction to sell property currently held by Jefferson County and the entities for which it collects. The auction will be held on the first Tuesday of March 2016.

SEE ATTACHMENTS ON PAGES 66 - 77

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

ENGINEERING:

15. Consider and possibly approve a Replat of Lots 4 and 5 into Lots 4A and 5A French Quarters Subdivision. Property location is at the end of South Street just outside the city limits of China in Precinct #1.

SEE ATTACHMENTS ON PAGES 78 - 79

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

16. Consider and possibly approve Deer Run Estates, a Replat of Lots 10, 11 and 17, Block 1 out of Queensberry Estates which is located at the end of Nato Street in Precinct #1.

SEE ATTACHMENTS ON PAGES 80 - 80

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

17. Request approval to incorporate Ridgecrest Drive into the County Road System, which is from Ridgecrest Unit 3 and Ridgecrest Unit 4A. Acceptance of this road will allow the Developer to expand the subdivision, extending Ridgecrest Drive. The overall length is approximately 1200.00 feet.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

18. Consider and possibly approve the Judge to execute an interlocal agreement between Jefferson County and the City of Beaumont for the sharing of resources and costs for the implementation of a computer aided dispatch (CAD) system at the Sheriff's dispatch office.

SEE ATTACHMENTS ON PAGES 81 - 84

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

**Jeff R. Branick
County Judge**



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

January 19, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-001/YS, Term Contract for Motor Fuel for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Motor Fuel for Jefferson County
BID NO: IFB 16-001/YS
DUE DATE/TIME: 11:00 AM CDT, Tuesday, February 16, 2016

MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1001 Pearl Street, 3rd Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 20 & January 27, 2016

IFB 16-001/YS
Term Contract for Motor Fuel for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, February 16, 2016

Table of Contents

Return with Bid	Description	Page(s)
	Table of Contents.....	1
	Instructions to Bidders	2-5
	General Conditions of Bidding and Terms of Contract.....	6-10
	Special Requirements/Instructions.....	11-14
	Minimum Specifications	15-18
X	Offer to Contract Form.....	19
X	Acceptance of Offer Form	20
X	Bid Form	21
X	Vendor References	22
X	Signature Page.....	23
X	Conflict of Interest Questionnaire.....	24
	Local Government Officer Conflicts Disclosure Statement (OFFICE USE ONLY)	25
X	Good Faith Effort Determination Checklist	26
X	Notice of Intent.....	27
X	HUB Subcontracting Participation Declaration Form.....	28-31
X	Residence Certification/Tax Form.....	32
X	Bid Affidavit.....	33

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 26-27	Monday & Tuesday	Christmas

6. **Rejection or Withdrawal**

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

7. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances.

If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. **Award**

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

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

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

9. **Contract**

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

10. **Waiver of Subrogation**

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

11. Fiscal Funding

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

12. Bid Results

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

13. Changes and Addenda to Bid Documents

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

14. Specifications

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

15. Delivery

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

16. Interpretation of Bid and/or Contract Documents

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

17. Currency

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

18. Pricing

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

19. Notice to Proceed/Purchase Order

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

20. Certification

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

- The submission of the offer did not involve collusion or other anti-competitive practices.

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

21. Definitions

“County” – Jefferson County, Texas.

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

22. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

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

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

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

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

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

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

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

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

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

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be

regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on

the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at:

<https://www.sam.gov>

Bid Respondents are highly encouraged to check their firm's SAM (System for Award Management) status prior to Bid Submission; as it is a requirement for vendors doing business with Jefferson County to be registered.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

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

8. Insurance

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

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

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

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

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)
-----------------------	-----------------------------------

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

- 9.1.3 **Persons providing services on the project (“subcontractor”) in article 406.096 –** Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 9.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers’ Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

- 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-001/YS, Term Contract for Motor Fuel for Jefferson County.

Scope

Vendor shall provide motor fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

The County shall reserve the right to award to one successful bidder for tankwagon loads. Partial bids will not be considered.

Bidder shall include brand names or trade names of products offered on the bid blank.

Delivery

Delivery of motor fuel shall be to storage tanks located throughout Jefferson County, with delivery prepaid and allowed, and unloading charges for the account of the seller. Delivery locations are listed on page 16 of these specifications.

Taxes/Fees

Jefferson County does not pay federal tax on gasoline.

The County is subject to State Gasoline Tax and the Petroleum Product Delivery Fees.

Petroleum Product Delivery Fee Schedule

Gasoline		Diesel	
0-2499 gallons	\$25.00	0-2499 gallons	\$25.00
2500-4999 gallons	\$50.00	2500-4999 gallons	\$50.00
5000-6999 gallons	\$75.00	5000-7999 gallons	\$75.00
7000-10,000 gallons	\$100.00	8000-10,000 gallons	\$100.00

Bidders are reminded to list the fee as a separate line item charge and to identify it on the invoice as "Reimbursement for Petroleum Delivery Fee." Invoice the taxes and fees as separate items. **Do not include tax/fee in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

Approximate Annual Usage

Items listed on page 17 indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis**, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Contract

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

General Specification

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
 - a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.
 - b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.
 - c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.
 - d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.
2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**
3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.
4. The official reference for prices for fuel delivered under this specification shall be **the Oil Price Information Service (OPIS) PADD 3 REPORT**, published weekly by United Communications Group, 4550 Montgomery Avenue, Suite 700, N. Bethesda, MD 20814. This publication lists weekly and daily average prices, in cents per gallon, F.O.B. Beaumont, TX, excluding taxes, for the three grades of motor fuel listed in the Technical Specification below.
5. **Prices bid shall be expressed as equal to or a differential of, in cents per gallon, either more or less, the OPIS PADD 3 report daily average prices published for Beaumont, TX. RACK PRICES ARE NOT ACCEPTABLE.**
6. Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department. The weekly prices for these orders shall be on the following basis:
 - a. OPIS averages are published daily.
 - b. The reports are normally available the following business day.

c. The prior days report will be the reference for prices for all purchases made.

7. Prices quotes shall be for tankwagon loads delivered to the following County locations:

Item	Delivery Locations	Tank Capacity (gallons)
1	Jefferson County Correctional Facility (Diesel/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	2,500
2	Jefferson County Correctional Facility (Unleaded Gasoline/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	6,000
3	Jack Brooks Regional Airport (Diesel/Above Ground) 5000 Jerry Ware Drive, Beaumont TX 77705	400
4	Road & Bridge, Precinct 1 (Diesel/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
5	Road & Bridge, Precinct 1 (Unleaded Gasoline/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
6	Road & Bridge, Precinct 2 (Diesel/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
7	Road & Bridge, Precinct 2 (Unleaded Gasoline/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
8	Road & Bridge, Precinct 3 (Diesel/Above Ground) Highway 124 Stockpile, Hamshire TX 77622	1,000
9	Road & Bridge, Precinct 3 (Diesel/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	5,000
10	Road & Bridge, Precinct 3 (Unleaded Gasoline/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	3,000
11	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
12	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
13	Jefferson County Service Center (Unleaded Gasoline/Above Ground) 7789 Viterbo Road, Nederland TX 77627	12,000
14	Sheriff's Department Commissary (JCCF) (Diesel/Above Ground) 5030 Highway 69 South, Beaumont TX 77705	500
15	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) Port of Beaumont, Beaumont TX 77701	1,000
16	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) 5950 South 1st Avenue, Sabine Pass TX 77655	8,000
17	Jefferson County Subcourthouse (Unleaded Gasoline/Above Ground) 525 Lakeshore Drive, Port Arthur TX 77640	2,000

The County can furnish the successful bidder copies of the underground storage tank requirements for the applicable tanks.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.

If delivery truck is not equipped with a meter, the driver shall notify a representative of Jefferson County at the delivery location upon arrival. The Jefferson County representative shall measure the level of fuel in the tank before and after the deliver is made, to ensure that an accurate delivery amount is recorded. Both measurements, as well as the signatures of the driver and the Jefferson County representative, shall be recorded on the bill of lading or delivery ticket.

9. **Estimated consumption of tankwagon delivery product is as follows:**

Unleaded gasoline, 87 octane	170,841 gallons
Unleaded gasoline, 89 octane	38,297 gallons
Unleaded gasoline, 93 octane	102,917 gallons
No. 2 Diesel	67,416 gallons

These figures are estimates only. No promise is made or implied that these quantities will be purchased.

10. Technical Specification

Gasoline: Gasoline shall be petroleum motor fuels satisfactory for use in gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

Item 1.	Unleaded Gasoline, Regular Grade Minimum Octane Rating $R+M/2=87$
Item 2.	Unleaded Gasoline, Medium Grade Minimum Octane Rating $R+M/2=89$
Item 3.	Unleaded Gasoline, Premium Grade Minimum Octane Rating $R+M/2=93$
Item 4.	No. 2 Diesel Fuel

Diesel fuel shall be petroleum fuel for use in Diesel internal combustion engines. Fuel supplied under this specification shall meet minimum standards prescribed by the American Society of Testing and Materials for number 2-4 fuel (ASTM D-975) and shall meet or exceed the following minimum criteria:

API specific gravity	30 min
Flash point, PM	125 degrees F min
Viscosity CST @ 104 degrees F (40 degrees C)	1.9 – 3.4
Color, ASTM	2.0 max
Cloud point	0 – 16 degrees F
Sulfur, by percentage weight	0.5% max
Cetane index	40 minimum
Water & sediment, percentage by volume	0.05%
Distillation temperature	
10% point	470 degrees F max
50% point	540 degrees F max
90% point	640 degrees F max
End point	675 degrees F max
Copper strip corrosion 3 hrs. @ 122 degrees F	1 B max
Carbon residue	0.35 max

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 16-001/YS, Term Contract for Motor Fuel for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Note to bidders: Minimum order bids are not acceptable.

Item	Estimated Quantity (gallons)	Description	Brand	+/- Factor	Unit Price	Total Price
1	170,841	Unleaded Gasoline Regular Grade 87 Octane			\$	\$
2	38,297	Unleaded Gasoline Medium Grade 89 Octane			\$	\$
3	102,917	Unleaded Gasoline Premium Grade 93 Octane			\$	\$
4	67,416	No. 2 Diesel			\$	\$

* Bidder will supply the quantity of the requested item required to meet the specifications.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center; margin-left: 300px;">_____</p> <p style="text-align: center; margin-left: 300px;">Date</p>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
 - (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

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

this the _____ day of _____, 2016.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

January 19, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-002/JW, Ford Fields Concession Stand. **Construction Documents for this project may be obtained from the office of The LaBiche Architectural Group, Inc. by calling 409-860-0197 for access to the online drawings and specifications.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Ford Fields Concession Stand
BID NO: IFB 16-002/JW
DUE DATE/TIME: 11:00 AM CDT, Tuesday, February 16, 2016
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1001 Pearl Street, 3rd Floor
 Beaumont, Texas 77701

There will be a pre-bid conference and walk-through at 10:00 AM CDT on Tuesday, February 2, 2016 at the Ford Park Ball Fields, 5115 IH10 South, Beaumont, Texas 77705.

Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 20th & January 27th, 2016

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Industrial Transportation Waste LLC

Company Name

For clarification of this offer, contact:

2300 Hwy 365 Ste 400

Address

Corey M. Belanger

Name

Nederland Tx 77627

City

State

Zip

409-727-3335 409-724-2911

Phone

Fax

Corey M. Belanger

Signature of Person Authorized to Sign

Corey.belanger@itwaste11c.com

E-mail

Corey M. Belanger

Printed Name

Business Manager

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four up to (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 15-011/JW, Term Contract for Trash Container and Biomedical Waste Container Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark *DN*
Purchasing Agent

Date: January 14, 2016

Re: Surplus Property Auction

Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) to be auctioned by Horn's Auction, Inc. The auction is scheduled for Saturday February 6, 2016 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
 HORN AUCTION

February 6, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
DISTRICT ATTORNEY	METAL BOOK SHELVES		12050
DISTRICT ATTORNEY	METAL BOOK SHELVES		12049
<i>contact person: Dan'na Vincent</i>			
DISTRICT CLERK	WOODEN BOOK CASE		
DISTRICT CLERK	METAL COAT RACK		14632
DISTRICT CLERK	2-DRAWER METAL FILE CABINET		28963
DISTRICT CLERK	IBM WHEELWRITER TYPEWRITER		12569
<i>contact person: Dolly Rush</i>			
TAX OFFICE - BEAUMONT	4-HP 82X PRINTER TONER CARTRIDGE		
TAX OFFICE - BEAUMONT	4-HP 09A PRINTER TONER CARTRIDGE		
<i>contact person: Debbie Bevilacqua</i>			

JEFFERSON COUNTY

215 FRANKLIN STREET, SUITE 202
BEAUMONT, TEXAS 77701

**RISK MANAGEMENT**

PHONE: (409) 835-8672
FAX: (409) 835-8634

Memo

To: Fran Lee/Auditing
From: Kim Isaacs/Risk Management
Date: 1/14/2016
Re: Account Transfer Request

Please transfer \$500.00 from Risk Management account number 120-1016-415.20-03 Employee Insurance to account number 120-1016-415.40-52 Postage, to cover the additional postage cost incurred for mailing the PPACA required notices to all SETGEBP retirees.

Please contact me if any further information is needed.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
JAN GIROUARD & ASSOCIATES	301.00	416287	
TRI-CITY COFFEE SERVICE	434.42	416353	
			735.42**
ROAD & BRIDGE PCT.#1			
ABLE FASTENER, INC.	275.94	416252	
CITY OF BEAUMONT - LANDFILL	50.00	416264	
CARQUEST AUTO PARTS # 96	120.63	416275	
ENTERGY	662.25	416291	
M&D SUPPLY	80.70	416310	
MUNRO'S	34.00	416313	
SOUTHEAST TEXAS WATER	14.00	416336	
TRI-CON, INC.	1,545.10	416352	
SOUTHERN TIRE MART, LLC	1,879.44	416360	
UNITED STATES POSTAL SERVICE	.97	416385	
REPUBLIC SERVICES	45.00	416525	
			4,708.03**
ROAD & BRIDGE PCT.#2			
CERTIFIED LABORATORIES	403.24	416276	
CITY OF NEDERLAND	139.22	416279	
CRABTREE BARRICADE SYSTEMS, INC.	1,535.00	416283	
ENTERGY	503.62	416291	
HYDRAULIC & AIR REPAIR	617.82	416300	
MUNRO'S	73.80	416313	
RITTER @ HOME	11.99	416324	
ROMCO EQUIPMENT, INC.	115.56	416326	
SHERWIN-WILLIAMS	113.43	416333	
AT&T	91.77	416339	
TRI-CITY FASTENER & SUPPLY	10.00	416351	
BUMPER TO BUMPER	191.69	416412	
NEW WAVE WELDING TECHNOLOGY	168.55	416434	
DOGGETT HEAVY MACHINERY LLC	563.50	416454	
ALLSERV OF TEXAS LLC	20.00	416464	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	416485	
REPUBLIC SERVICES	72.60	416525	
			4,781.29**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	28.88	416278	
GULF COAST AUTOMOTIVE, INC.	3.56	416289	
ENTERGY	270.73	416291	
MUNRO'S	1,983.71	416313	
SOUTHERN TIRE MART, LLC	321.00	416360	
HOWARD'S AUTO SUPPLY	95.53	416365	
LOWE'S HOME CENTERS, INC.	94.00	416397	
RC SERVICE	102.40	416477	
			2,899.81**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	38.80	416252	
ENTERGY	13.17	416291	
M&D SUPPLY	65.90	416310	
MUNRO'S	137.58	416313	
OFFICE DEPOT	33.35	416317	
AT&T	75.32	416339	
COUNTY PROGRESS MAGAZINE	40.70	416361	
ASCO	4,891.38	416479	
REPUBLIC SERVICES	72.60	416525	
			5,368.80**
ENGINEERING FUND			
DLT SOLUTIONS LLC	513.06	416262	
OFFICE DEPOT	77.94	416317	
VERIZON WIRELESS	250.36	416382	
			841.36**
PARKS & RECREATION			
ENTERGY	1,153.24	416291	
RC SERVICE	77.72	416477	
P&P RENTALS AND SUPPLY	49.15	416486	

NAME	AMOUNT	CHECK NO.	TOTAL
SPRINT WASTE SERVICES LP	310.80	416491	1,590.91**
GENERAL FUND			
JEFFERSON CTY. CLERK	791.81	416254	791.81*
TAX OFFICE			
GUARDIAN FORCE	120.00	416255	
TEXAS STATE DIRECTORY	88.40	416350	
UNITED STATES POSTAL SERVICE	2,089.21	416385	
UNITED STATES POSTAL SERVICE	17.64	416386	
ATTABOY TERMITE & PEST CONTROL	41.22	416445	2,356.47*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	785.08	416385	785.08*
COUNTY CLERK			
OFFICE DEPOT	154.79	416317	
UNITED STATES POSTAL SERVICE	321.30	416385	
UNITED STATES POSTAL SERVICE	40.09	416386	
MANATRON	712.00	416429	
WESTERN MICROGRAPHICS & IMAGING	88.56	416470	1,316.74*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	416287	
OFFICE DEPOT	432.20	416317	
UNITED STATES POSTAL SERVICE	9.44	416385	
DANE DENNISON	500.00	416499	1,341.64*
RISK MANAGEMENT			
OFFICE DEPOT	67.50	416317	
UNITED STATES POSTAL SERVICE	79.53	416385	147.03*
COUNTY TREASURER			
TAC - TEXAS ASSN. OF COUNTIES	175.00	416343	
UNITED STATES POSTAL SERVICE	117.79	416385	292.79*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	475.13	416319	475.13*
PURCHASING DEPARTMENT			
OFFICE DEPOT	218.28	416317	
UNITED STATES POSTAL SERVICE	4.11	416385	222.39*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	2,113.83	416268	
CURTIS 1000, INC.	1,055.05	416284	
CASH ADVANCE ACCOUNT	25.00	416307	
NUTRITION & SERVICES FOR SENIORS	60,000.00	416315	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	416349	
INTERFACE EAP	1,702.80	416359	
MCGRIFF, SEIBELS & WILLIAMS OF TX	370.00	416403	
ALLISON, BASS & ASSOCIATES, LLP	559.00	416404	
ROCHESTER ARMORED CAR CO INC	3,665.46	416458	
DYNAMEX INC	153.97	416487	72,345.11*
DATA PROCESSING			
MORSE COMMUNICATIONS INC	13,352.03	416435	13,352.03*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE ELECTIONS DEPARTMENT	329.97	416385	329.97*
HART INTER CIVIC M&D SUPPLY	455.00 35.36	416296 416310	
UNITED STATES POSTAL SERVICE DISTRICT ATTORNEY	147.01	416385	637.37*
ANITA L. SEEGERS MANNINGS SCHOOL SUPPLY OFFICE DEPOT	258.40 27.00 275.00	416271 416311 416317	
TDCAA BOOK ORDERS UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE	350.00 155.70 10.00	416348 416385 416386	
PACER SERVICE CENTER CHILD ABUSE & FORENSIC SERVICES ROBERT WORTHAM	17.70 225.00 389.00	416391 416394 416423	
KIMBERLY R. BROUSSARD CULLEN KIKER BRIAR ENTERPRISES	39.00 729.60 30.00	416437 416446 416465	
TRANSUNION RISK AND ALTERNATIVE TATIANA ZELEZNIACK ROBERT SCOTT	111.25 170.00 867.15	416509 416520 416529	3,654.80*
DISTRICT CLERK CARPENTER'S TIME CENTER INC. OFFICE DEPOT	113.25 141.05	416274 416317	
TAC - TEXAS ASSN. OF COUNTIES UNITED STATES POSTAL SERVICE CONFIRMDELIVERY.COM INC RICOH USA INC	250.00 188.48 75.07 107.66	416345 416385 416442 416475	875.51*
CRIMINAL DISTRICT COURT DAVID W BARLOW TERRENCE HOLMES OFFICE DEPOT	900.00 865.29 165.67	416270 416299 416317	
NATHAN REYNOLDS, JR. JOEL WEBB VAZQUEZ	900.00 700.00	416323 416411	3,530.96*
58TH DISTRICT COURT LEXIS-NEXIS	52.00	416387	52.00*
136TH DISTRICT COURT UNITED STATES POSTAL SERVICE	.42	416385	.42*
252ND DISTRICT COURT DAVID GROVE OFFICE DEPOT	900.00 242.76	416258 416317	
UNITED STATES POSTAL SERVICE LEXIS-NEXIS RYAN GERTZ	30.49 56.00 1,200.00	416385 416387 416449	
ALLEN PARKER DUSTIN R. GALMOR SAMUEL & SON LAW FIRM PLLC SAMUEL & SON LAW FIRM PLLC	5,833.33 2,750.14 800.00 5,833.33	416451 416460 416504 416505	17,646.05*
279TH DISTRICT COURT PHILLIP DOWDEN TERRENCE HOLMES UNITED STATES POSTAL SERVICE	75.00 300.00 .97	416263 416299 416385	
LEXIS-NEXIS GLEN M. CROCKER JOLEI SHIPLEY KIMBERLY PHELAN, P.C. JONATHAN L. STOVALL	56.00 75.00 75.00 225.00 75.00	416387 416390 416410 416418 416461	

NAME	AMOUNT	CHECK NO.	TOTAL
MATUSKA LAW FIRM	75.00	416493	
TARA SHELANDER	1,575.00	416498	
MELANIE AIREY	225.00	416511	
THE CEDILLO LAW FIRM	75.00	416514	
ANDREW P GERTZ	75.00	416515	
			2,906.97*
317TH DISTRICT COURT			
THOMAS J. BURBANK, P.C.	1,300.00	416273	
TERRENCE HOLMES	300.00	416299	
ANITA F. PROVO	1,000.00	416322	
KEVIN S. LAINE	325.00	416363	
LEXIS-NEXIS	56.00	416387	
GLEN M. CROCKER	150.00	416390	
LANGSTON ADAMS	75.00	416401	
JOEL WEBB VAZQUEZ	325.00	416411	
JUDY PAASCH	2,323.90	416414	
RONALD PLESSALA	700.00	416436	
ALLEN PARKER	150.00	416450	
C. HADEN CRIBBS JR., PC	700.00	416468	
MELANIE AIREY	150.00	416511	
			7,554.90*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	27.47	416385	
			27.47*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	2.08	416385	
			2.08*
JUSTICE COURT-PCT 2			
TAC - TEXAS ASSN. OF COUNTIES	130.00	416342	
TEXAS JUSTICE CT.JUDGES ASSOC., INC.	75.00	416420	
			205.00*
JUSTICE COURT-PCT 4			
AT&T	75.32	416339	
THOMSON REUTERS-WEST	235.00	416482	
			310.32*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	38.13	416385	
			38.13*
JUSTICE COURT-PCT 7			
TAC - TEXAS ASSN. OF COUNTIES	130.00	416341	
			130.00*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	111.79	416386	
			111.79*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.05	416385	
LEXIS-NEXIS	47.00	416387	
			50.05*
COUNTY COURT AT LAW NO. 2			
KEVIN PAULA SEKALY PC	250.00	416330	
CHARLES ROJAS	250.00	416368	
JOHN D WEST	550.00	416369	
OLEN UNDERWOOD	2,415.40	416389	
JARED GILTHORPE	250.00	416500	
CORY J CRENSHAW	85.33	416512	
AMY TOMLINSON	550.00	416524	
			4,350.73*
COUNTY COURT AT LAW NO. 3			
NATHAN REYNOLDS, JR.	250.00	416323	
KARLA J. M. ROGERS	250.00	416325	
BRUCE N. SMITH	500.00	416335	
UNITED STATES POSTAL SERVICE	10.82	416385	

NAME	AMOUNT	CHECK NO.	TOTAL
LEXIS-NEXIS	52.00	416387	
ALEX BILL III	300.00	416463	
COURT MASTER			1,362.82*
UNITED STATES POSTAL SERVICE	.97	416385	
LEXIS-NEXIS	56.00	416387	
MEDIATION CENTER			56.97*
OFFICE DEPOT	105.08	416317	
UNITED STATES POSTAL SERVICE	6.66	416385	
SHERIFF'S DEPARTMENT			111.74*
FED EX	26.13	416285	
W.W. GRAINGER, INC.	88.96	416288	
ENTERGY	880.06	416291	
HERNANDEZ OFFICE SUPPLY, INC.	80.91	416297	
CASH ADVANCE ACCOUNT	921.38	416307	
OFFICE DEPOT	102.44	416317	
AT&T	122.48	416339	
CDW COMPUTER CENTERS, INC.	730.62	416366	
VERIZON WIRELESS	50.00	416383	
UNITED STATES POSTAL SERVICE	1,249.57	416385	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	416393	
FIVE STAR FEED	482.49	416407	
TASER INTERNATIONAL	862.49	416413	
REPUBLIC SERVICES	45.00	416525	
CRIME LABORATORY			5,675.48*
SIGMA-ALDRICH, INC.	67.94	416251	
ABACUS DIAGNOSTIC, INC.	436.00	416259	
FISHER SCIENTIFIC	95.23	416286	
IACCT	150.00	416301	
SWAFS	30.00	416328	
SWAFS	240.00	416329	
STACEY KOCOT SHETTLE	30.00	416334	
AIRGAS SOUTHWEST	70.06	416433	
CAYMAN CHEMICAL COMPANY	589.00	416452	
LIPOMED	115.00	416455	
JULIE HANNON	15.00	416483	
ATTAINIT	136.90	416523	
JAIL - NO. 2			1,975.13*
AVIALL	22.08	416267	
BOB BARKER CO., INC.	2,198.20	416269	
CITY OF BEAUMONT - WATER DEPT.	16.00	416277	
HERTZ CORPORATION	405.04	416298	
AT&T	1,350.25	416339	
REPUBLIC SERVICES	3,990.00	416525	
JUVENILE PROBATION DEPT.			7,981.57*
UNITED STATES POSTAL SERVICE	33.59	416385	
LATRICIA COLEMAN	73.60	416400	
JUVENILE DETENTION HOME			107.19*
ENTERGY	5,636.79	416291	
OAK FARM DAIRY	554.88	416362	
FLOWERS FOODS	54.32	416408	
BEN E KEITH FOODS	2,425.72	416409	
VANSHECA SANDERS-CHEVIS	500.00	416424	
KAREN ROBERTS	500.00	416441	
AI FILTER SERVICE COMPANY	183.79	416467	
WASTEWATER TRANSPORT SERVICES LLC	918.00	416497	
REPUBLIC SERVICES	455.00	416525	
CONSTABLE PCT 1			11,228.50*

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS STATE UNIVERSITY SAN MARS	150.00	416338	
TAC - TEXAS ASSN. OF COUNTIES	235.00	416344	
CDW COMPUTER CENTERS, INC.	4,217.36	416366	
UNITED STATES POSTAL SERVICE	49.57	416385	
CONSTABLE-PCT 2			4,651.93*
CARPENTER'S TIME CENTER INC.	167.50	416274	
TAC - TEXAS ASSN. OF COUNTIES	105.00	416347	
CONSTABLE-PCT 4			272.50*
AT&T	37.66	416339	
DISH NETWORK	49.51	416426	
CONSTABLE-PCT 6			87.17*
OFFICE DEPOT	385.25	416317	
TAC - TEXAS ASSN. OF COUNTIES	200.00	416346	
UNITED STATES POSTAL SERVICE	23.33	416385	
CONSTABLE PCT. 8			608.58*
KIRKSEY'S SPRINT PRINTING	87.64	416309	
TEXAS STATE DIRECTORY	62.35	416350	
THOMSON REUTERS-WEST	64.00	416482	
SILSBEE FORD INC	28,497.20	416488	
COUNTY MORGUE			28,711.19*
FMMS HOLDINGS OF TEXAS LLC	57,750.00	416469	
AGRICULTURE EXTENSION SVC			57,750.00*
OFFICE DEPOT	254.87	416317	
HEALTH AND WELFARE NO. 1			254.87*
CITY OF BEAUMONT	80.26	416261	
CLAYBAR FUNERAL HOME, INC.	999.00	416280	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	416282	
ENTERGY	144.13	416294	
ENTERGY	43.22	416295	
PETTY CASH - N C WELFARE	109.65	416320	
UNITED STATES POSTAL SERVICE	51.67	416385	
HEALTH AND WELFARE NO. 2			2,927.93*
BROUSSARD'S MORTUARY	3,250.00	416272	
OFFICE DEPOT	23.99	416317	
MCKESSON MEDICAL-SURGICAL INC	4,642.80	416367	
UNITED STATES POSTAL SERVICE	259.53	416386	
NURSE PRACTITIONER			8,176.32*
EXCEL MEDICAL WASTE LLC	39.90	416517	
CHILD WELFARE UNIT			39.90*
J.C. PENNEY'S	3,264.23	416395	
SEARS COMMERCIAL CREDIT	1,152.06	416396	
TYMIR WILSON PAYEE	20.00	416421	
CHUMARI WILSON PAYEE	20.00	416422	
KVONNA RICHARD PAYEE	20.00	416428	
J'LYNN HENDRIX	20.00	416443	
AIYANA DAVIS PAYEE	20.00	416453	
ANDREW REISNER	20.00	416456	
DIAMOND DELFIERRO PAYEE	20.00	416462	
ANTHONY DISOMBA PAYEE	20.00	416466	
LAFRONIA BATISTE	20.00	416472	
ROBIN FRANK PAYEE	35.00	416474	
QUINN DIXON PAYEE	20.00	416478	
ABBIE BLANDFORD	20.00	416490	

NAME	AMOUNT	CHECK NO.	TOTAL
ASHANTI M MCCRAY	20.00	416494	
FATIMA ZAVALA	20.00	416495	
TRELIN FARR	20.00	416496	
KELSEY LONGORIA	20.00	416501	
TYTIANNA WELLS SIGARST	20.00	416502	
SKYLAR DANIELS PAYEE	20.00	416507	
DONALD ORCHID	20.00	416508	
JERMICA AUGUST FC	20.00	416510	
MACKENZIE SIAS FC	15.00	416513	
AALIYAH J EMERSON	20.00	416516	
MALACHI GUIDRY	20.00	416521	
TRINITY WILSON FC	20.00	416527	
SUMYIA BATISTE	20.00	416528	
SIAS MADISON FC	15.00	416531	
TRAVIS MANNING FC	15.00	416532	
JAYSHAWN NEVEAUX	15.00	416533	
MICHAEL HINOJOSA	15.00	416534	
HEAVEN M DYESS	15.00	416535	
ENVIRONMENTAL CONTROL			5,001.29*
TEEX	495.00	416260	495.00*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	416432	
CARDINAL HEALTH 110 INC	10,492.67	416484	
DANA JOHNSON	1,725.00	416506	
MAINTENANCE-BEAUMONT			15,990.67*
CITY OF BEAUMONT - LANDFILL	47.00	416264	
ENTERGY	4,864.34	416291	
M&D SUPPLY	18.88	416310	
RALPH'S INDUSTRIAL ELECTRONICS	104.78	416327	
WORTH HYDROCHEM	250.00	416357	
REPUBLIC SERVICES	1,365.00	416525	
MAINTENANCE-PORT ARTHUR			6,650.00*
ENTERGY	4,821.26	416291	4,821.26*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	19.05	416279	
ENTERGY	2,017.80	416291	
RITTER @ HOME	99.99	416324	
ACE IMAGEWEAR	143.76	416332	
W. JEFFERSON COUNTY M.W.D.	26.13	416354	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	416485	
REPUBLIC SERVICES	109.00	416525	
SERVICE CENTER			4,341.25*
ACTION AUTO GLASS	213.84	416257	
INTERSTATE BATTERIES OF BEAUMONT/PA	883.60	416302	
J.K. CHEVROLET CO.	15.22	416304	
KINSEL FORD, INC.	37.80	416308	
M&D SUPPLY	29.39	416310	
MEINEKE	52.50	416312	
PHILPOTT MOTORS, INC.	154.34	416321	
AT&T	61.18	416339	
TRI-CON, INC.	6,355.54	416352	
ZEE MEDICAL SERVICE	161.01	416358	
VIN'S PAINT & BODY, INC.	1,726.49	416364	
JEFFERSON CTY. TAX OFFICE	7.50	416370	
JEFFERSON CTY. TAX OFFICE	7.50	416371	
JEFFERSON CTY. TAX OFFICE	7.50	416372	
JEFFERSON CTY. TAX OFFICE	7.50	416373	
JEFFERSON CTY. TAX OFFICE	7.50	416374	
JEFFERSON CTY. TAX OFFICE	7.50	416375	
JEFFERSON CTY. TAX OFFICE	7.50	416376	
JEFFERSON CTY. TAX OFFICE	7.50	416377	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	416378	
JEFFERSON CTY. TAX OFFICE	7.50	416379	
JEFFERSON CTY. TAX OFFICE	7.50	416380	
VOYAGER FLEET SYSTEM, INC.	14,750.21	416406	
BUMPER TO BUMPER	94.14	416412	
AMERICAN TIRE DISTRIBUTORS	2,245.40	416438	
SPANKY'S WRECKER SERVICE INC	150.00	416471	
SILSBEE FORD INC	442.66	416488	
TEXAS DEPARTMENT OF MOTOR VEHICLES	16.75	416519	
REPUBLIC SERVICES	72.60	416525	27,545.17*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	4.14	416385	
UNITED STATES POSTAL SERVICE	9.65	416386	
HILARY GUEST	114.51	416402	128.30*
			332,793.47**
MOSQUITO CONTROL FUND			
ENTERGY	497.15	416291	
JACK BROOKS REGIONAL AIRPORT	380.42	416306	
MUNRO'S	86.20	416313	
REPUBLIC SERVICES	72.60	416525	1,036.37**
J.C. FAMILY TREATMENT CT.			
PATRICIA VELASCO	700.00	416526	700.00**
SECURITY FEE FUND			
GUARDIAN FORCE	1,070.00	416255	1,070.00**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	992.71	416398	
THOMSON REUTERS-WEST	114.00	416482	1,106.71**
EMPG GRANT			
SOUTHEAST TEXAS WATER	43.70	416337	43.70**
JUVENILE DETENTION - TJPC			
VERIZON WIRELESS	56.12	416381	56.12**
GRANT A STATE AID			
YOUTH ADVOCATE PROGRAM	4,234.73	416430	4,234.73**
COMMUNITY SUPERVISION FND			
DIANNA L. COLUMBUS	126.50	416281	
JEFFERSON CTY. COMMUNITY SUP.	1,585.72	416305	
OFFICE DEPOT	59.75	416317	
UNITED STATES POSTAL SERVICE	88.08	416385	
UNITED STATES POSTAL SERVICE	175.52	416386	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	416432	
JCCSC	175.00	416459	
LIONEL BERRY	29.90	416522	9,205.47**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	85.00	416256	
ISI COMMERCIAL REFRIGERATION	838.29	416303	
M&D SUPPLY	218.84	416310	
OFFICE DEPOT	113.48	416317	
SYSCO FOOD SERVICES, INC.	2,621.50	416340	
BEN E KEITH FOODS	4,553.43	416409	
ATTABOY TERMITE & PEST CONTROL	50.00	416445	
SAM'S CLUB DIRECT	61.52	416473	
MATERA PAPER COMPANY INC	612.19	416481	
REPUBLIC SERVICES	91.00	416525	9,245.25**
DRUG DIVERSION PROGRAM			

NAME	AMOUNT	CHECK NO.	TOTAL
TISH JONES	29.33	416492	29.33**
COUNTY CLERK - RECORD MGT			
RICOH USA INC	19,662.66	416475	19,662.66**
HOTEL OCCUPANCY TAX FUND			
GUARDIAN FORCE	120.00	416255	
THE LABICHE ARCHITECTURAL GROUP	1,600.00	416265	
MUNRO'S	79.00	416313	
OFFICE DEPOT	383.24	416317	
AT&T	175.73	416339	
WHOLESALE ELECTRIC SUPPLY CO.	175.69	416356	
DISH NETWORK	103.52	416425	
LA RUE ROUGEAU	23.00	416427	
TEXAS HOTEL & LODGING ASSOCIATION	400.00	416440	
REPUBLIC SERVICES	72.60	416525	3,132.78**
CAPITAL PROJECTS FUND			
TEXAS COMMISSION ON ENVIRONMENTAL	100.00	416405	
THE HEARTFIELD LAW FIRM	4,049.40	416457	
SHEPLEY BULFINCH	10,381.98	416518	
FIRST FINANCIAL BANK NA	369,835.22	416530	384,366.60**
AIRPORT FUND			
HILO / O'REILLY AUTO PARTS	22.72	416253	
FED EX	25.89	416285	
W.W. GRAINGER, INC.	176.40	416288	
ENTERGY	21,578.22	416293	
CASH ADVANCE ACCOUNT	138.07	416307	
OIL CITY TRACTORS, INC.	14.99	416318	
AT&T	590.52	416339	
TRI-CON, INC.	654.03	416352	
TRI-CITY COFFEE SERVICE	252.10	416353	
WHITE TIRE	36.80	416355	
WESTEND HARDWARD CO	8.99	416392	
LOWE'S HOME CENTERS, INC.	104.44	416397	
INTERSTATE ALL BATTERY CENTER - BMT	294.83	416444	
UNIFIRST HOLDINGS INC	223.40	416447	
ADVANCE AUTO PARTS	84.41	416476	
EASTERN AVIATION FUELS INC	60,487.18	416503	
REPUBLIC SERVICES	217.80	416525	84,910.79**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	19,967.12	416417	
RELIANCE STANDARD LIFE INSURANCE	5,834.05	416419	
CHLIC-CHICAGO	63,786.58	416448	
SA BENEFITS SERVICES LLC	29,478.87	416489	119,066.62**
SETEC FUND			
REPUBLIC SERVICES	1,599.00	416525	1,599.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	6,490.00	416415	
TRISTAR RISK MANAGEMENT	4,148.86	416416	10,638.86**
SHERIFF'S FORFEITURE FUND			
TRUCKVAULT, INC.	1,997.00	416266	
JOHN WRIGHT & ASSOCIATES	3,499.00	416399	
AERO DYNAMIX INC	2,250.00	416480	7,746.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,365.00	416224	
CLEAT	324.00	416225	
JEFFERSON CTY. TREASURER	18,443.64	416226	

NAME	AMOUNT	CHECK NO.	TOTAL
RON STADTMUELLER - CHAPTER 13	782.50	416227	
INTERNAL REVENUE SERVICE	3,067.46	416228	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,040.00	416229	
JEFFERSON CTY. COMMUNITY SUP.	10,310.21	416230	
JEFFERSON CTY. TREASURER - HEALTH	456,905.85	416231	
JEFFERSON CTY. TREASURER - GENERAL	35.00	416232	
JEFFERSON CTY. TREASURER - PAYROLL	1,763,990.26	416233	
JEFFERSON CTY. TREASURER - PAYROLL	728,535.44	416234	
MONY/MLOA	198.74	416235	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,093.37	416236	
UNITED WAY OF BEAUMONT& N JEFFERSON	355.31	416237	
JEFFERSON CTY. TREASURER - TCDRS	679,065.25	416238	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,906.65	416239	
JEFFERSON COUNTY TREASURER	2,684.33	416240	
JEFFERSON COUNTY - TREASURER -	6,515.28	416241	
NECHES FEDERAL CREDIT UNION	62,404.89	416242	
JEFFERSON COUNTY - NATIONWIDE	76,541.53	416243	
TENNESSEE CHILD SUPPORT	115.38	416244	
SBA - U S DEPARTMENT OF TREASURY	168.49	416245	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	416246	
WILLIAM E HEITKAMP	748.86	416247	
JOHN TALTON	2,240.77	416248	
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	416249	
COLLEGE ASIST	270.89	416250	
			3,838,276.18**
ORCA - IKE			
NOACK LOCKSMITH	566.00	416314	
MARINE DIVISION			566.00**
ENTERGY	594.13	416291	
SETZER HARDWARE, INC.	9.36	416331	
AT&T	80.74	416339	
SIERRA SPRING WATER CO. - BT	99.56	416388	
THE DINGO GROUP-PETE JOERGENSEN MARI	3,526.90	416431	
C & I OIL COMPANY INC	8,234.32	416439	
			12,545.01**
			4,862,957.27***



***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
March 1, 2016, DEMOCRATIC AND REPUBLICAN JOINT PRIMARY ELECTION***
(ELECCIÓN PRIMARIA CONJUNTA DEMÓCRATAS Y REPUBLICANOS, 01 de marzo 2016)

Early Voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

EARLY VOTING LOCATIONS:

(Localizaciones de Votacion Adelantada):

Beaumont Courthouse-Main location	1085 Pearl St., Beaumont, Texas	
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas	closed Sunday
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas	
Port Arthur Public Library	4615 Ninth Ave, Port Arthur, Texas	
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas	
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas	closed Sunday
Marion & Ed Hughes Public Library	2712 Nederland Ave., Nederland, Texas	
Groves Recreation Center	6150 39 th Street, Groves, Texas	closed Sunday
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas	closed Sunday

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones):

February 16 - 19 (Febrero 16 - 19)	Tuesday - Friday (Martes - Viernes)	8:00 a.m. - 5:00 p.m.
February 20 (Febrero 20)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
February 21 (Febrero 21)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
February 22 - 26 (Febrero 22-26)	Monday - Friday (Lunes - Viernes)	7:00 a.m. - 7:00 p.m.

DATES AND HOURS FOR LOCATION BELOW:

(Fechas y Horas para todas las localizaciones):

Precinct One Service Center	1201 W. Hwy. 90, China, Texas	closed Sunday
Jefferson Co. J.P. Pct 4 Bldg (Judge Chesson's Courtroom)	19217 FM 365, Beaumont, Texas	closed Sunday
February 20 (Febrero 20)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
February 21 (Febrero 21)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
February 22 - 24 (Febrero 22 - 24)	Monday - Wednesday (Lunes - Miércoles)	7:00 a.m. - 7:00 p.m.

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	Beaumont, TX 77713
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	3707 Central Blvd.	Nederland, TX 77627
ALL (todos)	Groves Elementary	3901 Cleveland Ave.	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
ALL (todos)	**Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	West Groves Education Center	5840 W. Jefferson Blvd.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705

****Location Change**



AGENDA

January 19, 2016

Consider, possibly approve and authorize the County Judge to execute a Ground Lease Option Termination Agreement between Jefferson County, Texas and Accelerated Development Operating Company (ADOC) regarding airport land.

January 6, 2016

Mr. Jeff Branick, County Judge
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

RE: Ground Lease Option Termination Agreement
Highway 69 and Jerry Ware
Nederland, Texas

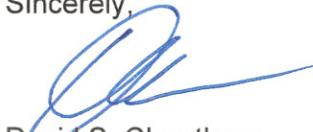
Your Honor,

Accelerated Development Operating Company (ADOC) is withdrawing as the developer for the project known as Nederland Landings. We decided to immediately communicate our intentions, rather than wait until the option expired, so the Jefferson County and the City of Nederland can proceed without being encumbered by the option rights of ADOC.

Enclosed a termination agreement, which I would appreciate the County executing as well as returning the ground lease option deposit in the amount of Fifty Thousand Dollars (\$50,000.00). Please forward an original executed copy of the termination agreement and the deposit reimbursement to my attention.

It was a pleasure working with you and the many people of Nederland who provided assistance over the last several months. We remain available to assist with any transition issues or input that our experience with the project would be helpful. Most importantly our firm wishes Jefferson County, Jack Brooks Regional Airport and the City of Nederland the very best in making the project a great community and regional asset.

Sincerely,



David S. Cheatham
Accelerated Development Operating Company

Ground Lease Option Termination Agreement

On May 5, 2014 a Ground Lease Option, herein after referred to as the Option Agreement, attached as Exhibit A, was entered into by Jefferson County, Texas, herein after referred to as Optionee - Landlord, and Accelerated Development Operating Company, herein after referred to as Optionor – Tenant.

Whereas, the real property parcel optioned is described in Paragraph 1.01(a)i in Exhibit A.

Whereas, the provisions of Paragraph 1.10(b) provides that the term of the Option Agreement will expire two (2) years from the date of execution, May 5, 2014, of the Option Agreement, or May 4, 2016.

Whereas, Optionee-Landlord and Optionor-Tenant desire to terminate the Option Agreement effective January 6, 2016.

Whereas, paragraph 1.01(c) of the Option Agreement required Optionor –Tenant to provide consideration in the amount of Fifty Thousand Dollars (\$ 50,000.00) to Optionee – Landlord.

Now therefore, per the provisions of paragraph 1.01(c), upon termination of the Option Agreement, Optionor – Tenant is entitled to reimbursement of the amount deposited to Optionee – Landlord.

OPTIONEE - LANDLORD:

OPTIONOR - TENANT:

JEFFERSON COUNTY, TEXAS
OPERATING

ACCELERATED DEVELOPMENT
COMPANY, LLC

BY: _____

BY: _____

(Title) _____

(Title) _____

(Date) _____

(Date) _____

ATTEST:

ATTEST:



AGENDA

January 19, 2016

Consider and possibly approve a resolution to authorize the Jefferson County Family Treatment Drug Court to apply for a grant funding the period of September 1, 2016 through August 31, 2017. Funding is offered through the Criminal Justice Division of the Governor's Office and no match funding is required.



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 _____, 2016, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Resolution was adopted:

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2016-2017 fiscal year and that grant funds may be available through the Criminal Justice Division; and

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

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

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

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

Grant /Application Number 1861100

Signed this ____ of _____, 2016.

JUDGE JEFF R.BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

§
§
§

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 _____, 2016 on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, Section 34.05(a) of the Texas Property Tax Code states “If property is sold to a taxing unit that is a party to the judgment, the taxing unit may sell the property at any time, subject to any right of redemption existing at the time of sale;” and,

WHEREAS, Section 34.05(c) of the Texas Property Tax Code states in part “If the purchasing taxing unit has not sold the property within six months after the date on which the owner’s right of redemption terminates, any taxing unit that is entitled to receive proceeds of the sale by resolution of its governing body, may request the sheriff in writing to sell the property at a public sale;” and,

WHEREAS, the deed to the property on the attached list has been held by Jefferson County and the entities for whom it collects taxes and has been determined to meet the criteria set out in one of the paragraphs above; and,

WHEREAS, Jefferson County and the entities for whom it collects taxes will receive the benefit from the proceeds from the sale and additional tax revenue once these properties are placed on the current tax roll.

NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby request the Jefferson County Sheriff to sell the listed properties on the first Tuesday of March 2016.

SIGNED this ___ day of _____, 2016.

JUDGE JEFF 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

SHERIFF SALE
MARCH 1, 2016

The location for the March 1, 2016 Sheriff Sale will be held in the Courthouse Annex Bldg.,
 in the Texas A&M Agri-Life Extension on the second floor (Suite #200).
 The address for the annex is: 1225 Pearl St, Beaumont, TX.

1. CAUSE: A-131765
 ACCOUNT: 002550-046400
 STYLE: COUNTY OF JEFFERSON, ET AL VS RUTHIE GUERRERO, ET AL
 ORIGINAL SHERIFF SALE DATE: 12/01/98
 DESCRIPTION: LOT 10 BLOCK 28 AVERILL
 APPROXIMATE LOCATION: 2475 McFADDIN, BMT
 ADDITIONAL TAXES DUE: \$ 12,077.68 (91-98)
 CURRENT YEAR VALUE: \$ 12,500.00
 MINIMUM STARTING BID: \$ 50.00

2. CAUSE: A-157138
 ACCOUNT: 045550-005300
 STYLE: COUNTY OF JEFFERSON VS WILLIE LEE, ET AL
 ORIGINAL SHERIFF SALE DATE: 05/01/12
 DESCRIPTION: LOT 17 & 18 BLOCK 6 NECHES RIVER PARK
 APPROXIMATE LOCATION: 1625 HERRING, BMT
 ADDITIONAL TAXES DUE: \$ 19.30 (2012)
 CURRENT YEAR VALUE: \$ 1,230.00
 MINIMUM STARTING BID: \$ 50.00

3. CAUSE: A-169186
 ACCOUNT: 043000-006900
 STYLE: COUNTY OF JEFFERSON VS STEVEN ALLEN SIPES, ET AL
 ORIGINAL SHERIFF SALE DATE: 05/06/11
 DESCRIPTION: LOT 3 BLOCK 9 McFADDIN 2
 APPROXIMATE LOCATION: 1842 LIBERTY ST., BMT
 ADDITIONAL TAXES DUE: \$ 99.11 (2011)
 CURRENT YEAR VALUE: \$ 5,650.00
 MINIMUM STARTING BID: \$ 50.00

4. CAUSE: A-170546
 ACCOUNT: 021160-000800
 STYLE: COUNTY OF JEFFERSON VS GEORGIA B HAYNES, NKA
 GEORGIA B DUKE
 ORIGINAL SHERIFF SALE DATE: 10/06/15
 DESCRIPTION: LOT 3 BLOCK 2 FORREST
 APPROXIMATE LOCATION: 3486 TEXAS, BMT
 ADDITIONAL TAXES DUE: \$ 46.17 (2015)
 CURRENT YEAR VALUE: \$ 13,460.00
 MINIMUM STARTING BID: \$ 50.00

- 5A. CAUSE: A-178530
ACCOUNT: 016800-004400
STYLE: JEFFERSON COUNTY VS BESSIE M KNIGHTON
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 5 BLOCK 4 DIXIE TERRACE
APPROXIMATE LOCATION: S. 5TH ST., BMT
ADDITIONAL TAXES DUE: \$ 50.34 (2015)
CURRENT YEAR VALUE: \$ 1,680.00
MINIMUM STARTING BID: \$ 50.00
- 5B. CAUSE: A-178530
ACCOUNT: 016800-004500
STYLE: JEFFERSON COUNTY VS BESSIE M KNIGHTON
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 6 BLOCK 4 DIXIE TERRACE
APPROXIMATE LOCATION: S. 5TH ST., BMT
ADDITIONAL TAXES DUE: \$ 50.34 (2015)
CURRENT YEAR VALUE: \$ 1,680.00
MINIMUM STARTING BID: \$ 50.00
- 5C. CAUSE: A-178530
ACCOUNT: 016800-004600
STYLE: JEFFERSON COUNTY VS BESSIE M KNIGHTON
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 7-8 BLOCK 4 DIXIE TERRACE
APPROXIMATE LOCATION: 3450 FANNETT RD, BMT
ADDITIONAL TAXES DUE: \$ 171.44 (2015)
CURRENT YEAR VALUE: \$ 5,720.00
MINIMUM STARTING BID: \$ 50.00
- 5D. CAUSE: A-178530
ACCOUNT: 016800-004700
STYLE: JEFFERSON COUNTY VS BESSIE M KNIGHTON
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 9 BLOCK 4 DIXIE TERRACE
APPROXIMATE LOCATION: FANNETT RD, BMT
ADDITIONAL TAXES DUE: \$ 71.92 (2015)
CURRENT YEAR VALUE: \$ 2,400.00
MINIMUM STARTING BID: \$ 50.00
- 5E. CAUSE: A-178530
ACCOUNT: 016800-004800
STYLE: JEFFERSON COUNTY VS BESSIE M KNIGHTON
ORIGINAL SHERIFF SALE DATE: 10/6/15
DESCRIPTION: LOT 10 BLOCK 4 DIXIE TERRACE
APPROXIMATE LOCATION: FANNETT RD, BMT
ADDITIONAL TAXES DUE: \$ 62.94 (2015)
CURRENT YEAR VALUE: \$ 2,100.00
MINIMUM STARTING BID: \$ 50.00

6. CAUSE: A-178956
ACCOUNT: 053400-305100
STYLE: JEFFERSON COUNTY, ET AL VS RAMSEY SLY, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 10 BLOCK 268 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 2625 11TH ST, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 31.24 (2015)
CURRENT YEAR VALUE: \$ 980.00
MINIMUM STARTING BID: \$ 50.00
7. CAUSE: A-187664
ACCOUNT: 047150-002100
STYLE: JEFFERSON COUNTY VS MICHAEL ANTHONY HALTER, ET AL
ORIGINAL SHERIFF SALE DATE: 12/03/13
DESCRIPTION: S ½ LOT 4 ALL LOT 5 BLOCK 19 NORTH PA NO 2
APPROXIMATE LOCATION: 2200 7TH AVE, PA
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: \$ 3,190.00
MINIMUM STARTING BID: \$ 50.00
8. CAUSE: A-189138
ACCOUNT: 056700-003400
STYLE: JEFFERSON COUNTY VS GORDON W. NELSON
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: S 43.33' LOT 2 BLOCK 8 N 2/3 LOT 3 BLOCK 8 ROBERTSON
APPROXIMATE LOCATION: 3930 IRVING ST, BMT
ADDITIONAL TAXES DUE: \$ 608.67 (2015)
CURRENT YEAR VALUE: \$ 20,310.00
MINIMUM STARTING BID: \$ 50.00
9. CAUSE: A-189508
ACCOUNT: 057200-004800
STYLE: JEFFERSON COUNTY VS STEPHEN NOBLES
ORIGINAL SHERIFF SALE DATE: 10/02/12
DESCRIPTION: LOT 14 BLOCK 3 ROSEMONT
APPROXIMATE LOCATION: 3542 PRADICE ST., BMT
ADDITIONAL TAXES DUE: \$ 52.20 (2012)
CURRENT YEAR VALUE: \$ 1,470.00
MINIMUM STARTING BID: \$ 50.00
10. CAUSE: A-195252
ACCOUNT: 044150-000100
STYLE: JEFFERSON COUNTY VS RICARDO NAVA
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 1 BLK MERREN NO 2
APPROXIMATE LOCATION: 4403 LEWIS DR, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 1,759.45 (2015)
CURRENT YEAR VALUE: \$55,210.00
MINIMUM STARTING BID: \$ 50.00

11. CAUSE: A-195260
ACCOUNT: 053400-258200
STYLE: JEFFERSON COUNTY VS RECA LIMITED PARTNERSHIP, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 9 BLOCK 227 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 2023 8TH ST., PT ARTHUR
ADDITIONAL TAXES DUE: \$ 1,259.46 (2015)
CURRENT YEAR VALUE: \$39,520.00
MINIMUM STARTING BID: \$ 500.00
12. CAUSE: A-195433
ACCOUNT: 053400-569200
STYLE: JEFFERSON COUNTY VS LLOYD JONES, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: N 84' X 42.5' OF LOT 2 BLOCK 514 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 1034 13TH ST, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 22.31 (2015)
CURRENT YEAR VALUE: \$ 700.00
MINIMUM STARTING BID: \$ 50.00
13. CAUSE: A-195518
ACCOUNT: 021500-013400
STYLE: JEFFERSON COUNTY VS BERTIE REESE
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: W5' S 150' LOT 3 BLOCK 8 E 55' S150' LOT 4 BLOCK 8
FOURTH ST ACRES
APPROXIMATE LOCATION: 3036 BOLIVAR ST., BMT
ADDITIONAL TAXES DUE: \$ 1,386.70 (2015)
CURRENT YEAR VALUE: \$ 46,270.00
MINIMUM STARTING BID: \$ 500.00
14. CAUSE: A-195666
ACCOUNT: 020250-000100
STYLE: JEFFERSON COUNTY VS GEORGE W SMITH ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/14
DESCRIPTION: LOT 1 & 2 BLOCK 1 FERNDALE
APPROXIMATE LOCATION: 2701 TAFT AVE, GROVES
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: \$ 33,300.00
MINIMUM STARTING BID: \$ 500.00
15. CAUSE: B-136519
ACCOUNT: 053400-077700
STYLE: COUNTY OF JEFFERSON, ET AL VS ORIA DIXON, ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/12
DESCRIPTION: LOT 3 BLOCK 66 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 826 9TH ST, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 418.42 (92-2012)
CURRENT YEAR VALUE: \$ 980.00
MINIMUM STARTING BID: \$ 50.00

16. CAUSE: B-148592
ACCOUNT: 032750-000900
STYLE: COUNTY OF JEFFERSON VS JOHN HOPKIN, ET AL
ORIGINAL SHERIFF SALE DATE: 12/06/11
DESCRIPTION: LOT 3 BLOCK 2 JOHNSTONE
APPROXIMATE LOCATION: 3330 HALL ST., BMT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: \$ 2,050.00
MINIMUM STARTING BID: \$ 50.00
17. CAUSE: B-170539
ACCOUNT: 006450-018600
STYLE: COUNTY OF JEFFERSON VS EST OF LIVINGSTON
CASTILLOW, DEC
ORIGINAL SHERIFF SALE DATE: 12/09/11
DESCRIPTION: LOT 23 BLOCK 11 BOOKER HTS
APPROXIMATE LOCATION: 2475 EUCLID BMT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: \$ 1,180.00
MINIMUM STARTING BID: \$ 50.00
18. CAUSE: B-170581
ACCOUNT: 053400-357500
STYLE: COUNTY OF JEFFERSON VS CLETA JONES
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 11 BLOCK 313 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 2735 14TH ST., PORT ARTHUR
ADDITIONAL TAXES DUE: \$ 31.24 (2015)
CURRENT YEAR VALUE: \$ 980.00
MINIMUM STARTING BID: \$ 50.00
19. CAUSE: B-183086
ACCOUNT: 063000-000500
STYLE: JEFFERSON COUNTY VS ANNIE LOMBARD, DEC, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 5 BLOCK 1 SUNSET GARDENS
APPROXIMATE LOCATION: 6217 PINE AVE, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 58.63 (2015)
CURRENT YEAR VALUE: \$ 1,840.00
MINIMUM STARTING BID: \$ 50.00
20. CAUSE: B-186351
ACCOUNT: 025300-077600
STYLE: JEFFERSON COUNTY VS ALICE DUMESNIL RICKARD, ET AL
ORIGINAL SHERIFF SALE DATE: 05/01/12
DESCRIPTION: LOT 12 BLOCK 67 GRIFFING RES. PK
APPROXIMATE LOCATION: 3300 WOODROW, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 154.41 (2012)
CURRENT YEAR VALUE: \$ 9,220.00
MINIMUM STARTING BID: \$ 50.00

21. CAUSE: B-187618
ACCOUNT: 006750-028500
STYLE: JEFFERSON COUNTY VS OLIVIA ALMA DUVE
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 13 BLOCK 15 BLVD TERRACE
APPROXIMATE LOCATION: 3194 27TH ST., PT ARTHUR
ADDITIONAL TAXES DUE: \$ 90.18 (2015)
CURRENT YEAR VALUE: \$ 2,830.00
MINIMUM STARTING BID: \$ 50.00
22. CAUSE: B-189498
ACCOUNT: 053350-002600
STYLE: JEFFERSON COUNTY VS PEGGY GOULETTE CARR
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 4 BLOCK 3 PORT ACRES TERRACE
APPROXIMATE LOCATION: 2398 64TH ST, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 76.81 (2015)
CURRENT YEAR VALUE: \$ 2,410.00
MINIMUM STARTING BID: \$ 50.00
- 23A. CAUSE: B-192817
ACCOUNT: 053400-398300
STYLE: JEFFERSON COUNTY VS JO CAROLYN HERNANDEZ,MD ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 8 BLOCK 354, CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 2111 15TH ST., PT ARTHUR
ADDITIONAL TAXES DUE: \$ 31.24 (2015)
CURRENT YEAR VALUE: \$ 980.00
MINIMUM STARTING BID: \$ 50.00
- 23B. CAUSE: B-192817
ACCOUNT: 053400-398500
STYLE: JEFFERSON COUNTY VS JO CAROLYN HERNANDEZ,MD ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 10 BLOCK 354, CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 2129 15TH ST, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 36.02 (2015)
CURRENT YEAR VALUE: \$ 1,130.00
MINIMUM STARTING BID: \$ 50.00
- 23C. CAUSE: B-192817
ACCOUNT: 053400-398600
STYLE: JEFFERSON COUNTY VS JO CAROLYN HERNANDEZ,MD ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 11 BLOCK 354 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 2133 15TH ST, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 36.02 (2015)
CURRENT YEAR VALUE: \$ 1,130.00
MINIMUM STARTING BID: \$ 50.00

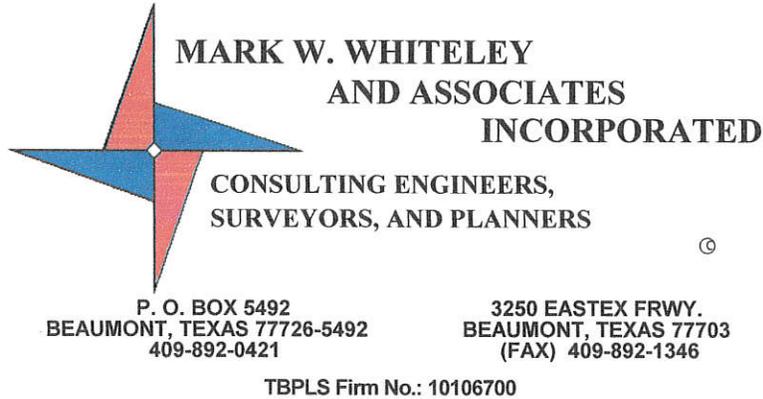
24. CAUSE: B-194773
ACCOUNT: 035450-012000
STYLE: JEFFERSON COUNTY VS JAMES BARRINGTON WARD
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 15 BLOCK 9 LAMBERT
APPROXIMATE LOCATION: 3435 15TH ST, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 711.30 (2015)
CURRENT YEAR VALUE: \$ 22,320.00
MINIMUM STARTING BID: \$ 500.00
25. CAUSE: B-194784
ACCOUNT: 053400-435400
STYLE: JEFFERSON COUNTY VS NORA THOMAS SAMUELS, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 9 BLOCK 388 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 1549 18TH ST., PT ARTHUR
ADDITIONAL TAXES DUE: \$ 24.86 (2015)
CURRENT YEAR VALUE: \$ 780.00
MINIMUM STARTING BID: \$ 50.00
26. CAUSE: B-194791
ACCOUNT: 028150-008500
STYLE: JEFFERSON COUNTY VS JUDY SANFORD, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: S ½ LOT 4 BLOCK 8 HIGHLAND
APPROXIMATE LOCATION: 4801 FT WORTH AVE, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 864.61 (2015)
CURRENT YEAR VALUE: \$ 27,130.00
MINIMUM STARTING BID: \$ 50.00
27. CAUSE: B-195390
ACCOUNT: 020550-001000
STYLE: JEFFERSON COUNTY VS EDNA HUNT PETRY, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: S 10' LOT 15 BLOCK 1 LOT 16 BLOCK 1 FLEETWOOD
APPROXIMATE LOCATION: 3255 BLOSSOM, BMT
ADDITIONAL TAXES DUE: \$ 2,111.37 (2015)
CURRENT YEAR VALUE: \$ 70,450.00
MINIMUM STARTING BID: \$ 50.00
28. CAUSE: D-137874
ACCOUNT: 046760-000700
STYLE: COUNTY OF JEFFERSON ET AL VS ELL McKINNLEY LEE, JR
ORIGINAL SHERIFF SALE DATE: 10/02/12
DESCRIPTION: NE 42 X 98' LOT 6 BLOCK 1 NORTH 1ST
APPROXIMATE LOCATION: 170 FLETCHER ST, BMT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: \$ 730.00
MINIMUM STARTING BID: \$ 730.00

29. CAUSE: D-151477
ACCOUNT: 268427-006400
STYLE: COUNTY OF JEFFERSON VS JACK HOWELL, ET AL
ORIGINAL SHERIFF SALE DATE: 06/03/97
DESCRIPTION: PLAT D27 TRACT 75 OUT OF TRACT 24 H WILLIAMS JR
APPROXIMATE LOCATION: 2950 CHARLES ST, BMT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: \$ 2,500.00
MINIMUM STARTING BID: \$ 2,500.00
30. CAUSE: D-163022
ACCOUNT: 012150-007200
STYLE: COUNTY OF JEFFERSON VS GLORIA ANDREPOINT
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 1 BLOCK 9 JEF CHAISON
APPROXIMATE LOCATION: 695 THREADNEEDLE, BMT
ADDITIONAL TAXES DUE: \$ 342.98 (2015)
CURRENT YEAR VALUE: \$ 24,530.00
MINIMUM STARTING BID: \$ 500.00
31. CAUSE: D-186578
ACCOUNT: 053400-099000
STYLE: CITY OF PORT ARTHUR, ET AL VS HERMAN CURTIS VICTOR
ORIGINAL SHERIFF SALE DATE: 06/01/10
DESCRIPTION: S66 OF LOT 1 BLOCK 84 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 731 AUGUSTA AVE, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 22.39 (2010)
CURRENT YEAR VALUE: \$ 770.00
MINIMUM STARTING BID: \$ 50.00
32. CAUSE: D-189836
ACCOUNT: 016050-038700
STYLE: JEFFERSON COUNTY VS BYRON FORTUNE, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 15 BLOCK 18 DELMAR
APPROXIMATE LOCATION: 4039 3RD ST., PT ARTHUR
ADDITIONAL TAXES DUE: \$ 462.43 (2015)
CURRENT YEAR VALUE: \$ 14,510.00
MINIMUM STARTING BID: \$ 50.00
33. CAUSE: D-191084
ACCOUNT: 038200-000200
STYLE: JEFFERSON COUNTY VS EDNA REDMAN PITTMAN
ORIGINAL SHERIFF SALE DATE: 10/02/12
DESCRIPTION: E 50X50' LOT 1 BLOCK 2 LONG
APPROXIMATE LOCATION: 970 LONG, BMT
ADDITIONAL TAXES DUE: \$ 41.19 (2012)
CURRENT YEAR VALUE: \$ 1,160.00
MINIMUM STARTING BID: \$ 50.00

34. CAUSE: D-192114
ACCOUNT: 053400-303100
STYLE: JEFFERSON COUNTY VS ZELLA MARSH
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 1 BLOCK 267 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 1148 DEQUEEN BLVD, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 874.17 (2015)
CURRENT YEAR VALUE: \$ 27,430.00
MINIMUM STARTING BID: \$ 50.00
35. CAUSE: D-194774
ACCOUNT: 044450-013400
STYLE: JEFFERSON COUNTY VS JOHN THOMAS PRESHAW, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/14
DESCRIPTION: LOT 11 BLOCK 9 MINGLEWOOD
APPROXIMATE LOCATION: 3095 WILLOWOOD N LN, BMT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: \$ 56,040.00
MINIMUM STARTING BID: \$ 500.00
36. CAUSE: D-196336
ACCOUNT: 016050-030600
STYLE: JEFFERSON COUNTY VS BENARD CAMILLE DeJOHN, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: E10' LOT 18 & ALL LOT 19 BLOCK 14 DELMAR LESS DD7
EASEMENT
APPROXIMATE LOCATION: 4030 LAKESHORE, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 995.58
CURRENT YEAR VALUE: \$ 31,240.00
MINIMUM STARTING BID: \$ 500.00
37. CAUSE: E-131613
ACCOUNT: 046350-000800
STYLE: COUNTY OF JEFFERSON, ET AL VS NORYOUR AKINS
ORIGINAL SHERIFF SALE DATE: 01/06/98
DESCRIPTION: LOT 8 E 25' LOT 7 BLOCK 1 NOB HILL
APPROXIMATE LOCATION: 625 E. GILL, BMT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: \$ 1,860.00
MINIMUM STARTING BID: \$ 1,860.00
38. CAUSE: E-134001
ACCOUNT: 057200-004900
STYLE: JEFFERSON COUNTY ET AL VS ALUS WILLIAM STEWART, ET AL
ORIGINAL SHERIFF SALE DATE: 12/09/11
DESCRIPTION: LOT 15 BLOCK 3 ROSEMONT
APPROXIMATE LOCATION: 3550 PRADICE, BMT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: \$ 1,470.00
MINIMUM STARTING BID: \$ 1,470.00

39. CAUSE: E-154841
ACCOUNT: 032750-000700
STYLE: COUNTY OF JEFFERSON VS MORRIS RUBEN, ET AL
ORIGINAL SHERIFF SALE DATE: 12/09/11
DESCRIPTION: LOT 1 BLOCK 2 JOHNSTONE
APPROXIMATE LOCATION: 579 HILL ST, BMT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: \$ 2,010.00
MINIMUM STARTING BID: \$ 50.00
40. CAUSE: E-156640
ACCOUNT: 068000-016600
STYLE: COUNTY OF JEFFERSON VS EST OF JULIAN MAZZOLA, SR
ORIGINAL SHERIFF SALE DATE: 12/09/11
DESCRIPTION: LOT 12 BLOCK 8 WEST OAKLAND
APPROXIMATE LOCATION: 3487 WESTMORELAND, BMT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: \$ 1,470.00
MINIMUM STARTING BID: \$ 50.00
41. CAUSE: E-178753
ACCOUNT: 053300-032600
STYLE: JEFFERSON COUNTY VS MARCUS ABREGO AKA MARCOS ABREGO JR.
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: 75' X 129.42' OUT OF W2.0 AC OF LOT 6 BLOCK 6 PORT ACRES TRACTS 4 & 11
APPROXIMATE LOCATION: 6260 RAYE AVE, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 113.45 (2015)
CURRENT YEAR VALUE: \$ 3,560.00
MINIMUM STARTING BID: \$ 50.00
42. CAUSE: E-186237
ACCOUNT: 036100-007500
STYLE: JEFFERSON COUNTY VS T M KENNESON, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 13 BLOCK 4 LASALLE
APPROXIMATE LOCATION: 4694 HARTEL ST, BMT
ADDITIONAL TAXES DUE: \$ 86.31 (2015)
CURRENT YEAR VALUE: \$ 2,880.00
MINIMUM STARTING BID: \$ 50.00

43. CAUSE: E-189506
ACCOUNT: 056850-016800
STYLE: JEFFERSON COUNTY VS ORAN WILLIAMS, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 29 BLOCK 5 ROOSEVELT
APPROXIMATE LOCATION: 1021 W 5TH ST, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 483.44 (2015)
CURRENT YEAR VALUE: \$ 15,170.00
MINIMUM STARTING BID: \$ 50.00
44. CAUSE: E-189512
ACCOUNT: 068000-047500
STYLE: JEFFERSON COUNTY VS JOE DOMAIN, JR, ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/12
DESCRIPTION: LOT 4 BLOCK 27 WEST OAKLAND
APPROXIMATE LOCATION: 3940 LYDIA ST, BMT
ADDITIONAL TAXES DUE: \$ 52.20 (2012)
CURRENT YEAR VALUE: \$ 1,470.00
MINIMUM STARTING BID: \$ 50.00
45. CAUSE: E-191785
ACCOUNT: 011650-008300
STYLE: JEFFERSON COUNTY VS WILLARD W. SPELL, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: N 60' LOT 9 BLOCK 3 CEDAR CREST
APPROXIMATE LOCATION: 3210 MAPLE AVE, GROVES
ADDITIONAL TAXES DUE: \$ 398.02 (2015)
CURRENT YEAR VALUE: \$ 13,230.00
MINIMUM STARTING BID: \$ 50.00
46. CAUSE: E-194049
ACCOUNT: 007400-011200
STYLE: JEFFERSON COUNTY VS SARAH ENGLISH FREDDIE, ET AL
ORIGINAL SHERIFF SALE DATE: 10/06/15
DESCRIPTION: LOT 7 BLOCK 17 BRICE
APPROXIMATE LOCATION: 1241 W 9TH ST, PT ARTHUR
ADDITIONAL TAXES DUE: \$ 661.90 (2015)
CURRENT YEAR VALUE: \$ 20,770.00
MINIMUM STARTING BID: \$ 50.00



December 30, 2015

Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, Texas 77701

ATTN.: Ronald Westphal

REF.: Replat of Lots 4 & 5
French Quarters

Dear Ron:

Please find attached 2 mylar copies of the above referenced replat. Thank you for placing this on the earliest Commissioners Court agenda. If you need any additional information please call or email. I remain

Sincerely,

Thomas S. Rowe, PE, RPLS
Vice President





SCALE 1"=40'

STATE OF TEXAS
COUNTY OF JEFFERSON

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 obligations for the maintenance of streets, roads, drainage or any other improvements.

Commissioner Precinct No. 1
Jefferson County, Texas

Commissioner Precinct No. 2
Jefferson County, Texas

Commissioner Precinct No. 3
Jefferson County, Texas

Commissioner Precinct No. 4
Jefferson County, Texas

County Judge
Jefferson County, Texas

I, Dan 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

Director of Engineering

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____ County Clerk of Jefferson County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____ 2015, at _____ o'clock _____ m., and duly recorded on the _____ day of _____ 2015, at _____ o'clock _____ m., in the Official Public Records of Jefferson County, Texas, in Clerk's File No. _____

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

DEPUTY COUNTY CLERK, JEFFERSON COUNTY, TEXAS

I, _____, 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

Director of Engineering

THE STATE OF TEXAS
COUNTY OF JEFFERSON

WE, JEREMY KLAGES & DANA KLAGES, OWNERS OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF 2.7798 ACRES OF LAND, PART OF THE SOPHIA DEAN SURVEY, ABSTRACT NO. 16, JEFFERSON COUNTY, TEXAS.

DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY AND DEDICATE TO THE PUBLIC USE, EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LANDS SO DEDICATED.

WITNESS OUR HANDS IN JEFFERSON COUNTY, TEXAS THIS _____ DAY OF _____, 2015

By: _____
JEREMY KLAGES

By: _____
DANA KLAGES

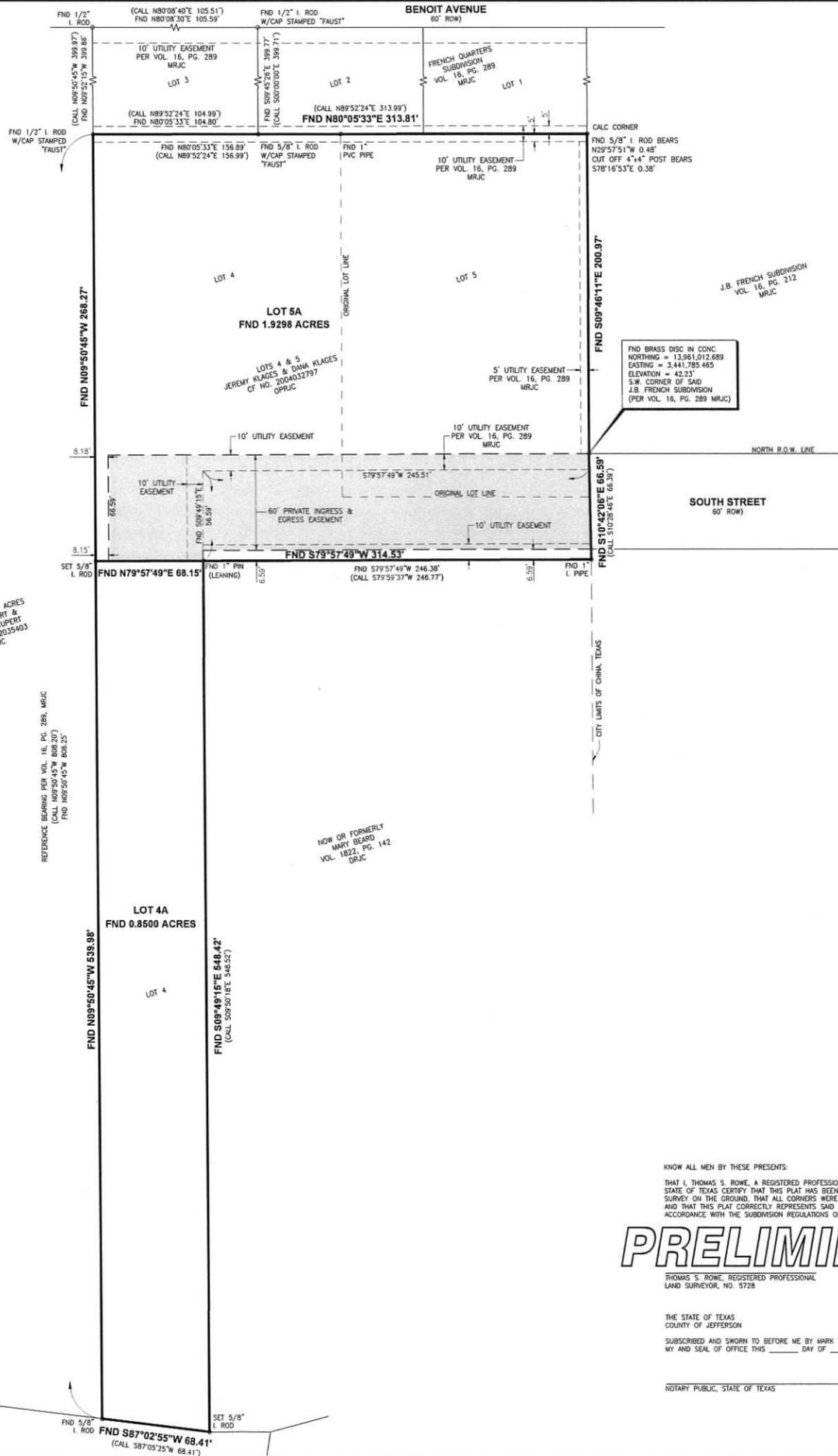
THE STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEREMY KLAGES & DANA KLAGES KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE.

THIS _____ DAY OF _____, 2015

NOTARY PUBLIC, STATE OF TEXAS



VICINITY MAP
N.T.S.

- NOTES:**
- 1) PLAT IS DRAWN FOR PROPERTY CONVEYANCE ONLY. IMPROVEMENTS VISIBLE OR OTHERWISE, ARE NOT SHOWN ON THIS PLAT.
 - 2) ELEVATIONS NOTED ARE PER VOL. 16, PG. 289, MRJC.
 - 3) COORDINATES SHOWN ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE NAD83, PER VOL. 16, PG. 289 MRJC.
 - 4) NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
 - 5) NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.
 - 6) THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARDIN-JEFFERSON SCHOOL DISTRICT(S).
 - 7) PLATTED PARCELS(S) OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE "X" AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL # 480385-0125 C, DATED AUGUST 6, 2002. FEMA FLOOD ZONE "X-WHITE" ARE AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN.
 - 8) 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.
 - 9) 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.
 - 10) ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTIRETY TEXAS, INC. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T GAS UTILITY SERVICE WILL BE PROVIDED BY: CENTERPOINT ENERGY WATER UTILITY SERVICE WILL BE PROVIDED BY: CITY OF CHINA SEWER UTILITY SERVICE WILL BE PROVIDED BY: CITY OF CHINA

ACRES: 2.7798 JOB NO. 15-911

RE-PLAT
OF
LOTS 4 & 5
FRENCH QUARTERS
SUBDIVISION
VOL. 16, PG. 289 MAP RECORDS
JEFFERSON COUNTY, TEXAS
INTO
LOTS 4A & 5A
FRENCH QUARTERS
SUBDIVISION
SOPHIA DEAN SURVEY
ABSTRACT NO. 16
JEFFERSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:
THAT I, THOMAS S. ROWE, 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.

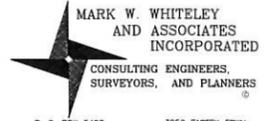
PRELIMINARY

THOMAS S. ROWE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5728

THE STATE OF TEXAS
COUNTY OF JEFFERSON

SUBSCRIBED AND SWORN TO BEFORE ME BY MARK W. WHITELEY AND GIVEN UNDER MY SEAL OF OFFICE THIS _____ DAY OF _____ 2015.

NOTARY PUBLIC, STATE OF TEXAS



P. O. BOX 5492 3320 EASTEX FRWY.
BEAUMONT, TEXAS 77706-5492 BEAUMONT, TEXAS 77703
409-892-0421 (FAX) 409-892-1348

OCTOBER 2015 SCALE 1"=40'

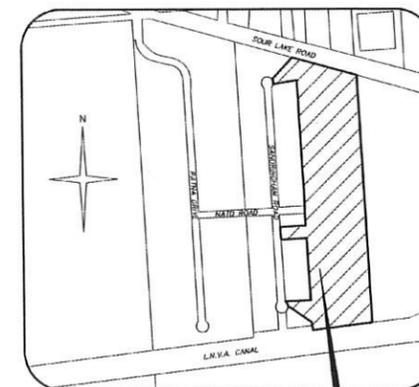
CALLED 60 ACRES
MARTHA ANN QUIGGEBEAU,
CF NO. 201000084
OPRJC

CALLED 10.479 ACRES
CRAG RUPERT &
TRISHA A. RUPERT
CF NO. 2002035403
OPRJC

NOW OR FORMERLY
MARY BEARD
VOL. 1822 PG. 142
DRJC

SET 5/8" I. ROD
FND S87°02'55"W 68.41'
(CALL 587°05'25"W 68.41')

A
REPLAT
OF
LOT 10, 11, AND 17, BLOCK 1
OUT OF
QUEENSBERRY ESTATES, SECTION ONE
VOL. 16 PG. 8 J.C.M.R.
AND A
23.82 ACRE TRACT
OUT OF THE
JAMES GERISH SR. SURVEY, ABSTRACT 25
BEAUMONT, JEFFERSON COUNTY, TEXAS
INTO
DEER RUN ESTATES



VICINITY MAP
N.T.S.

SUBJECT
PROPERTY



FIELD NOTE DESCRIPTION
FOR A
25.34 ACRE TRACT
OUT OF THE
JAMES GERISH, SR., SURVEY, ABSTRACT
25
JEFFERSON COUNTY, TEXAS
September 30, 2015

That certain 25.34 acre tract out of the James Gerish, Sr. Survey, Abstract 25, Jefferson County, Texas, being composed of two (2) tracts as follows:

- A tract conveyed to NNOG, Inc., described as Tract 1 and Lots 11, 17, Block 1 of Queensberry Estates, Section One, as recorded in Clerk's File No. 2007041890 of the Real Property Records, Jefferson County, Texas.
- A tract conveyed to NNOG, Inc., described as Lots 10, Block 1 of Queensberry Estates, Section One, in Clerk's File No. 2015017577 of the Real Property Records, Jefferson County, Texas.

(BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE, CONVERGENCE 02°18'57", SCALE FACTOR 0.999948330, NAD 1983.)

BEGINNING at a 1/2" pipe found in the east right-of-way line of Sandringham and being the southwest corner of Lot 12 and the northwest corner of Lot 11, Block 1, of Queensberry Estates as recorded in Volume 16, Page 8, of the Map Records of Jefferson County, Texas, said rebar being a point in the west line of the herein described tract;

THENCE North 86°43'31" East (called North 88°54'34" East) along the south line of said Lot 12, being the north line of Lot 16, a distance of 218.63 feet (called 218.20 feet) to a 3/4" rebar set and capped "FAUST", being an angle point in the west line of the herein described tract, from which a 1/2" rebar found bears South 80°43'33" West, a distance of 1.26 feet;

THENCE North 03°19'41" West (called North 01°05'28" West) along the east flow of Queensberry Estates, Section One, a distance of 308.83 feet to a 1" rebar set and capped "FAUST", said rebar being the northwest corner of Lot 10, Block 1, of Queensberry Estates, Section One, and the southeast corner of Lot 17, Block 1, of Queensberry Estates, Section One, said rebar being an angle point on the west line of the herein described tract;

THENCE South 87°31'52" West (called South 85°24'24" West) along the north line of said Lot 16 and the south line of said Lot 17, a distance of 218.54 feet (called 218.20 feet) to a 3/4" rebar found in the east right-of-way line of Sandringham, said rebar being the northeast corner of said Lot 16, the southwest corner of said Lot 17, and a point on the west line of the herein described tract;

THENCE North 02°57'49" West (called North 01°05'28" West) along the east right-of-way line of Sandringham and the west line of said Lot 17, a distance of 102.00 feet (called 102.00 feet) to a 1" rebar found for the northeast corner of Lot 18, Block 1, of said Queensberry Estates, Section One, being the northwest corner of said Lot 17, said rebar being a point on the west line of the herein described tract;

THENCE North 86°57'19" East (called North 88°54'34" East) along the south line of said Lot 18 and the north line of said Lot 12, a distance of 218.43 feet (called 218.20 feet) to a 3/4" rebar found for the southeast corner of said Lot 18 and the northwest corner of said Lot 17, said rebar being an angle point in the west line of the herein described tract;

THENCE North 03°19'41" West (called North 01°05'28" West) along the east line of the said Queensberry Estates, Section One, a distance of 101.79 feet to a 1" rebar found in the east line of Queensberry Estates, Section One, said rebar being the northeast corner of said Lot 18 and the southwest corner of said Lot 17, said rebar being an angle point in the west line of the herein described tract;

THENCE North 03°19'41" West (called North 01°05'28" West) along the east line of the said Queensberry Estates, Section One, a distance of 1196.23 feet to a 1/2" rebar found for the south line of the Missouri Pacific Railroad, said rebar being the northeast corner of Lot 14, Block 2, of said Queensberry Estates, Section One, the southeast corner of a tract conveyed to NNOG, Inc., described as Tract 1 in Clerk's File No. 2007041890 of the Real Property Records, Jefferson County, Texas, and the northeast corner of the herein described tract;

THENCE North 03°19'41" West (called North 01°05'28" West) along the east line of the said Queensberry Estates, Section One, a distance of 491.11 feet (called 491.66 feet) to a 1/2" rebar found for the southeast corner of the herein described tract, the southwest corner of said NNOG, Inc. tract, and the northeast corner of the herein described tract;

THENCE South 02°12'01" East (called South 01°05'28" East) along the west line of the said Meloncan tract and the west line of said NNOG, Inc. tract, a distance of 202.81 feet (called 202.14 feet) to a 1/2" rebar found in the north line of a L.N.V.A. Canal right-of-way, said rebar being the southwest corner of the said Meloncan tract, the southwest corner of said NNOG, Inc. tract, and the southwest corner of the herein described tract;

THENCE South 82°43'58" West (called South 80°53'01" West) along the north line of the L.N.V.A. Canal and the south line of said NNOG, Inc. tract, a distance of 491.11 feet (called 491.66 feet) to a 1/2" rebar found for the southeast corner of the herein described tract, the southwest corner of said NNOG, Inc. tract, and the southwest corner of the herein described tract;

THENCE North 03°19'41" West (called North 01°05'28" West) along the east line of the Drainage District No. 6, the west line of said NNOG, Inc. tract, a distance of 28.55 feet to a 1" rebar found for the southeast corner of said Queensberry Estates, Section One, said rebar being the southeast corner of Lot 10, Block 1, of said Queensberry Estates, Section One, and an angle point in the west line of the herein described tract;

THENCE North 02°19'12" West (called North 01°05'28" West) along the west line of the said Lot 10, and the east line of the Drainage District No. 6, a distance of 143.52 feet (called 148.63 feet) to a 1" rebar found for a point in the east right-of-way line of Sandringham, said rebar being an angle point on the west line of the herein described tract;

THENCE along the west line of said Lot 10 and the east right-of-way line of Sandringham, northwesterly along a curve to the right having a radius 50.00 feet, (called 50.00 feet), an arc length of 41.14 feet (called 41.33 feet), a chord angle of 47°18'42" (called 47°20'07"), a chord bearing North 14°33'11" East (called North 14°27'19" East), and a chord length of 40.00 feet (called 40.18 feet) to a 1" rebar found for the northwest corner of said Lot 10, said rebar being the southwest corner of said Lot 11, and an angle point in the west line of the herein described tract;

THENCE along the west line of said Lot 11, and the east right-of-way line of Sandringham, northwesterly along a curve to the left having a radius 50.00 feet, (called 50.00 feet), an arc length of 41.35 feet (called 41.35 feet), a chord angle of 47°22'55" (called 47°23'00"), a chord bearing North 32°42'31" West (called North 32°42'31" West), and a chord length of 40.18 feet (called 40.00 feet) to the POINT OF BEGINNING and containing 25.34 acres of land, more or less.

SURVEYOR NOTES:

- THIS SURVEY WAS COMPLETED WITHOUT A TITLE COMMITMENT. EASEMENTS AND OTHER ENCUMBRANCES OF RECORD WERE NOT RESEARCHED AS PART OF OUR SERVICES. ENCUMBRANCES AND EASEMENTS MAY EXIST ON THIS PROPERTY AND ARE NOT REFLECTED ON THIS PLAT.
- ALL PROPERTY CORNERS ARE MARKED WITH SET 1/2" REBAR CAPPED "FAUST" UNLESS SHOWN OTHERWISE.
- IN ACCORDANCE WITH THE FLOOD RATE INSURANCE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE SUBJECT TRACT IS LOCATED IN ZONE "X" AS SHOWN ON COMMUNITY PANEL NUMBER 480385-0110 C, DATED AUGUST 6, 2002. THE LOCATION OF THE PROPERTY WAS DETERMINED BY SCALE AND FAUST ENGINEERING AND SURVEYING, INC. DOES NOT WARRANT OR SUBSCRIBE THE ACCURACY OF SAID MAP. ZONE "X" ARE AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN.
- THIS TRACT LIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF BEAUMONT, TEXAS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, CONVERGENCE 02°18'57", SCALE FACTOR 0.999948330, NAD 1983. ELEVATIONS ARE GPS DERIVED NAVD 88

R = 50.00'
(CALLED R = 50.00')
L = 41.35'
(CALLED L = 41.35')
D = 47°22'55"
(CALLED D = 47°23'00")
CB = N 32°42'31" W
(CALLED CB = N 32°42'31" W)
CL = 40.18'
(CALLED CL = 40.00')

Faust
ENGINEERING AND SURVEYING, INC.
1500 S. 28th Street • Beaumont, Texas 77705
409.352.2222 • Fax: 409.352.2224

Census Tract: 114
FEMA Flood Zone: X
Community Panel No.: 480385-0110 C
Plat Date: 8/6/22

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT NNOG INC., OWNER OF LOT ELEVEN, BLOCK ONE, AND LOT SEVENTEEN, BLOCK ONE, OF QUEENSBERRY ESTATES, SECTION ONE, A 23.82 ACRE TRACT OUT OF THE JAMES GERISH SR. SURVEY, ABSTRACT NO. 25 AS CONVEYED TO NNOG INC., BY CLERK'S FILE NO. 2007041890, J.C.R.P.R. AND LOT TEN, BLOCK ONE, AS CONVEYED BY CLERK'S FILE NO. 2015017577 J.C.R.P.R., DO HEREBY SUBDIVIDE 25.34 ACRES, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC AND EASEMENTS SHOWN HEREON.

NNOG INC.

EXECUTED, THIS 17TH DAY OF DECEMBER, A.D., 2015

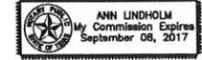
Mark A. Fertitta
MARK A. FERTITTA - PRESIDENT OF NNOG INC.

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARK A. FERTITTA, PRESIDENT OF NNOG INC. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF DECEMBER, A.D., 2015

Ann Lindholm
ANN LINDHOLM
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS



CERTIFICATION OF SURVEYOR:

I, RICHARD F. FAUST, 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.

Richard F. Faust
RICHARD F. FAUST, P.E., R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4782
ENGINEERING FIRM REGISTRATION NO. 4800
SURVEYING FIRM REGISTRATION NO. 100024-00

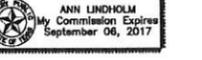


STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY APPEARED, RICHARD F. FAUST KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY SEAL OF OFFICE THIS 17th DAY OF DECEMBER, 2015

Ann Lindholm
ANN LINDHOLM
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



I, _____ COUNTY ENGINEER 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 COMMISSIONER'S COURT.

APPROVED AS TO LAND TIES AND SHOWN: _____
APPROVED FOR FILING, WHEREIN JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR GRADING DRAINAGE STRUCTURES, OR SURFACING THE STREETS OR ROADS OR MAKING ANY OTHER IMPROVEMENTS IN SAID SUBDIVISION

COMMISSIONER PRECINCT NO. 1 _____ COMMISSIONER PRECINCT NO. 2 _____
COMMISSIONER PRECINCT NO. 3 _____ COMMISSIONER PRECINCT NO. 4 _____

COUNTY JUDGE _____

THE ABOVE SUBDIVISION TITLED DEER RUN ESTATES, AS MAPPED, APPROVED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS, BY ORDER OF _____, 20____

COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY: _____ DEPUTY

CERTIFICATE OF APPROVAL CITY OF BEAUMONT PLANNING AND ZONING COMMISSION:
APPROVED THIS _____ DAY OF _____, 20____
BY THE CITY OF BEAUMONT PLANNING AND ZONING COMMISSION, BEAUMONT, JEFFERSON COUNTY, TEXAS 77701

PLANNING COMMISSION CHAIRMAN _____ SECRETARY _____

I, _____ COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 20____ AT _____ O'CLOCK _____ M., IN VOLUME _____ PAGE _____ JEFFERSON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT _____ THE DAY AND ATE LAST ABOVE WRITTEN.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY: _____ DEPUTY

**INTERLOCAL CONTRACT
BETWEEN City of Beaumont, TX
AND
Jefferson County**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into the ____ day of _____, 2015 by and between the **City of Beaumont, TX** and **Jefferson County**, a law enforcement agency with offices at **1001 Pearl Street**.

I. PURPOSE

The City of Beaumont, TX agrees to provide Jefferson County access to Sungard OSSI Computer Aided Dispatch (CAD) software at its facilities in **Beaumont, TX**.

II. TERM

This Contract shall be on a yearly basis beginning {DATE} and ending on {DATE}.

III. COMPENSATION AND FUNDING

Jefferson County understands and agrees to make yearly payment for general technology reimbursement costs under this Contract. **Jefferson County** will compensate the **City of Beaumont** for the percentage of system resources used. The **City of Beaumont** will provide **Jefferson County** a yearly cost invoice that reflects the current costs for each year. The yearly cost will be determined by calculating the current CAD and Message Switch base server software and hardware maintenance cost divided by the number of licenses/clients using the software. Current year's break down is in Addendum A. Hardware costs for future upgrades will be broken out in the same manner. Expected costs will be communicated in advance so costs can be prepared for. No labor charges will be charged with the assumption that our staff time is minimal.

IV. SCOPE OF SERVICES

Jefferson County Responsibilities

Jefferson County is solely responsible for:

- a) **Jefferson County** agrees that they will keep up all software agreements and contract maintenance with OSSI.
- b) **Jefferson County** agrees that it is their responsibility to train and provide first level support to their end users.
- c) **Jefferson County** understands that they will be audited separately by CJIS and must provide their own compliance.
- d) **Jefferson County** is responsible for notifying the City of Beaumont in reference to any personnel or hardware changes.
- e) **Jefferson County** is responsible for monitoring, maintaining, and securing their half of the network connection that provides communication between the entities.
- f) **Jefferson County** will be responsible for paying the **City of Beaumont** for the eligible and reasonable costs.

The City of Beaumont Responsibilities

The City of Beaumont will be responsible for:

- a) **City of Beaumont** agrees to provide initial training in a "train the trainer" scenario for any needs over and above the training provided by OSSI.
- b) **City of Beaumont** agrees to maintain the servers and databases that house the software and information.
- c) **City of Beaumont** agrees to allow **Jefferson County** access to their own data.
- d) **City of Beaumont** agrees to perform any software and security enrollments including personnel, mobile, vehicle, and TLETS credential changes by **Jefferson County** within (3) business days of receiving the security change/enrollment form.
- e) **City of Beaumont** agrees to provide **Jefferson County** with minimum of 48 hours notification of scheduled downtime and will notify them immediately in the event of unscheduled downtime.
- f) **City of Beaumont** will provide an afterhours contact for situations that are deemed immediate and necessary.
- g) **City of Beaumont** will respond within (1) business day to acknowledge any standard software issues and will work with **Jefferson County** until completion.

V. RELATIONSHIP

It is understood and agreed that **Jefferson County** is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the **City of Beaumont** and any employee or agent of **Jefferson County**. The Contract does not create a joint venture or business partnership under Texas law.

VI. TERMINATION

Either party may terminate this Contract without cause with thirty (30) days advance written notice. The **City of Beaumont** may terminate this Contract AT ANY TIME WITH WRITTEN NOTICE if **Jefferson County** has defaulted in whole or in part or refuses or fails to comply with the provisions of this Contract. **Jefferson County** will have thirty (30) days from the notice to cease using the system.

VII. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

VIII. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

City of Beaumont, TX
Attention: Chief Technology Officer
P.O. Box 3827
Beaumont, TX 77704

Jefferson County
Attention: Deputy Chief Mark Dubois
1001 Peal St, Suite 103
Beaumont, TX 77701

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

X. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XI. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Jefferson County, Texas.

XII. ENTIRE AGREEMENT

This Contract represents the entire and exclusive agreement relative to the services covered by this agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XIII. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Contract.

XIV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by **Jefferson County** without the prior written acknowledgment and authorization of **City of Beaumont**.

XV. SEVERABILITY

All parties agree that, should any of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall continue in full force and effect.

XVI. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

The parties have executed this instrument hereto as follows:

Executed this _____ day of _____ of the year 2015.

City of Beaumont, TX

Jefferson County

Authorized Signature

Authorized Signature

Title

Title

JCSO Interlocal Dispatch Agreement Cost Breakdown

<u>Base Software Maintenance</u>	<u>Total Clients</u>	<u>Cost</u>	<u>Total/Seat</u>	<u>JCSO Clients</u>	<u>JCSO Total Cost</u>	<u>Comments</u>
Software - Base CAD	15	\$ 17,577.59	\$ 1,171.84	3	\$ 3,515.52	
Software - Base Message Switch	174	\$ 3,782.16	\$ 21.74	3	\$ 65.21	
Software - OpsCAD	-	\$ 1,120.00	-	-	\$ 560.00	50% City/50% County.
Hardware - Server Maintenance	15	\$ 5,988.00	\$ 399.20	3	\$ 1,197.60	
Hardware - Memory Upgrade	-	\$ 4,522.00	-	-	\$ 2,261.00	50% City/50% County. One time cost.
Support - Labor						No additional cost at this time.
Final Totals:		\$ 32,989.75	\$ 1,592.78		\$ 7,599.33	

Special, January 19, 2016

There being no further business to come before the Court at this time,
same is now here adjourned on this date, January 19, 2016