

Regular, 2/14/2023 10:30:00 AM

BE IT REMEMBERED that on February 14, 2023, 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 Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda
February 14, 2023*

Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Cary Erickson, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
February 14, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **14th** day of **February 2023** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** meeting 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:

8:30 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

9:00 am WORKSHOP - To receive and consider information from McGriff, Seibels, and Williams regarding the 2023 Property Insurance Renewal

10:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section` 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, and security that deliberation in open

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meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

1:30 pm WORKSHOP - To discuss allocation of American Rescue Plan Act (ARPA) funding for the wastewater and water infrastructure request.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage:

https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the end of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the end of the meeting as time allows. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

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PURCHASING:

- (a).Execute, receive and file renewal for (IFB 19-062/YS) Term Contract for Inmate Shoes for Jefferson County for a third (1) year renewal with Bob Barker Company, Inc. from January 4, 2023 to January 3, 2024.

SEE ATTACHMENTS ON PAGES 13 - 13

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (b).Consider and approve, execute, receive and file renewal for (IFB 21-001/YS) Term Contract for Motor Fuel for Jefferson County for a second (1) year renewal with Spidle Oil Company from March 10, 2023 to March 09, 2024.

SEE ATTACHMENTS ON PAGES 14 - 14

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (c).Consider and approve, execute, receive and file renewal for (IFB 21-003/YS) Term Contract for Limestone Rock Asphalt for Jefferson County for a second (1) year renewal with Vulcan Construction Materials, LLC from February 28, 2023 to February 27, 2024 with an increase due to fuel, energy and manufacturing costs increases.

SEE ATTACHMENTS ON PAGES 15 - 17

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (d).Consider and approve, execute, receive and file Amendment No. 3 (three) to contract (IFB 19-029/YS), Term Contract for Pest Control Services for Jefferson County with Aattaboy Termite & Pest Control. This amendment will add service for Jefferson County Mosquito Control, located at 8905 First Street, Beaumont, TX 77705 at a rate of \$75.00 quarterly.

SEE ATTACHMENTS ON PAGES 18 - 18

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Motion by: Alfred
Second by: Pierce
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (e). Consider and approve, execute, receive and file Job Order Contract (JOC 23-013/MR) with Willbanks Contractor Support for the Minnie Rogers Juvenile Justice Center hydronic boiler replacement in the amount of \$62,576.00; in accordance with Tips Job Order Contract 211001.

SEE ATTACHMENTS ON PAGES 19 - 24

Motion by: Alfred
Second by: Pierce
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (f). Consider and approve, execute, receive and file Job Order Contract (JOC 23-014/MR) with Preferred Facilities Group for Jack Brooks Regional Airport water line repair in the amount of \$11,225.79; in accordance with Texas Buy Board Job Order Contract 581-19.

SEE ATTACHMENTS ON PAGES 25 - 32

Motion by: Alfred
Second by: Pierce
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (g). Consider and approve, execute, receive and file (Agreement 23-015/DC) with ITIDIGITAL and Jefferson County for Virtual Ben Rogers Regional Visitors Center setup and development software for a one time set up fee in the amount of \$5,000.00 and annual licensing fee in the amount of \$16,500.00.

SEE ATTACHMENTS ON PAGES 33 - 41

Motion by: Alfred
Second by: Pierce
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 42 - 45

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Motion by: Alfred
Second by: Pierce
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (i). Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction Inc. The auction is scheduled for Saturday, March 4, 2023 at 9:00 am.

SEE ATTACHMENTS ON PAGES 46 - 47

Motion by: Alfred
Second by: Pierce
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve electronic disbursement for \$737,982.36 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (b). Regular County Bills – check #503299 through check #503559

SEE ATTACHMENTS ON PAGES 48 - 57

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY AIRPORT:

- (a). Consider and possibly approve and authorize the County Judge to sign a Consent and Agreement of Land Owner allowing JK Chevrolet to relocate a sign to be erected on airport property leased by JK Chevrolet.

SEE ATTACHMENTS ON PAGES 58 - 66

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

- (a). Consider, possibly approve, authorize the County Judge to execute a contract for legal representation pursuant to Texas Government Code Sec. 2254.1036 with the law firms of Eiland & Bonnin, Baron & Budd, Cossich, Sumich, Parsiola & Taylor in the investigation and representation of a possible lawsuit against manufacturers, designers, marketers, distributors, sellers of firefighting foam products known as "aqueous film-forming foam" and other products containing perfluoroalkyl substances and related compounds. Jefferson County seeks to contract with outside counsel who are experienced and knowledgeable regarding this specialized litigation. This is a contingency fee contract which is in the best interest of the residents of Jefferson County as no public funds will be expended.

SEE ATTACHMENTS ON PAGES 67 - 77

Action: TABLED

- (b). Consider, possibly approve and authorize the County Judge to execute the National Museum of the U.S. Air Force Inventory Report for the airplane located at Veterans Memorial Park.

SEE ATTACHMENTS ON PAGES 78 - 79

Action: TABLED

- (c). Consider, possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Port Arthur to remove an unsafe structure located at 2331 W. 64th Street, Port Arthur, TX.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Pierce

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (d). Receive and file Oaths of Office of John Johnson and Brett Weldy as Commissioners for Jefferson County ESD No. 1.

SEE ATTACHMENTS ON PAGES 80 - 81

Motion by: Sinegal

Second by: Pierce

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

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- (e). Consider and possibly approve a Resolution to Extend the Disaster Declaration for the Tornado Damage.

SEE ATTACHMENTS ON PAGES 82 - 82

Motion by: Sinegal

Second by: Pierce

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (f). Receive and file executed CEO/Law Enforcement Certification and Assurances Form for the Office of the Governor.

SEE ATTACHMENTS ON PAGES 83 - 83

Motion by: Sinegal

Second by: Pierce

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

TAX OFFICE:

- (a). Consider and approve property tax refund to Helene Suh in the amount of \$2,737.46 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 84 - 89

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). 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 May 2023.

SEE ATTACHMENTS ON PAGES 90 - 90

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a). Consider to receive and file the Texas Department of Transportation (TxDOT) Local Assistance Program for Allocation of Road Materials pursuant to Transportation Code Sec. 201. 706.

SEE ATTACHMENTS ON PAGES 91 - 93

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

RISK MANAGEMENT:

- (a). Consider and possibly approve Commercial Property Insurance with Berkshire / Westchester, effective February 1, 2023, for an annual premium of \$2,280,540.28.

NO ATTACHMENTS

Action: TABLED

- (b). Consider and possibly approve Boiler and Machinery Insurance with Hartford Steam Boiler, effective February 1, 2023, for an annual premium of \$26,809.39.

NO ATTACHMENTS

Action: TABLED

- (c). Consider and possibly approve Government Crime Insurance with Great American Insurance Co., effective February 1, 2023, for an annual premium of \$5,919.00.

NO ATTACHMENTS

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (d). Consider and possibly approve Cyber Liability Insurance with Crum and Forster, effective February 1, 2023, for an annual premium of \$42,294.22.

NO ATTACHMENTS

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

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- (e). Consider and possibly approve Excess Workers' Compensation Insurance with Midwest Employers Casualty, effective February 1, 2023, for an annual premium of \$207,544.00.

NO ATTACHMENTS

Motion by: Pierce

Second by: Sinegal

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (f). Consider and possibly approve Air Craft Liability Insurance with Westchester Fire Insurance Company, effective February 1, 2023, for an annual premium of \$112,328.00.

Comm Erickson Thanked MIS/Verenice/Don for their effort.

NO ATTACHMENTS

Motion by: Pierce

Second by: Sinegal

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

SHERIFF'S DEPARTMENT:

- (a). Consider and possibly approve out-of-state travel for Aaron Howell to Tulsa Oklahoma on April 23, 2023 to April 28, 2023. This is a training maintenance course for the Mitsubishi MU-2 line of twin-engine turboprops. The course will be paid for from the Sheriff's Office Budget.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Pierce

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Regular, February 14, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 14, 2023.


CONTRACT RENEWAL FOR IFB 19-062/YS TERM CONTRACT FOR INMATE SHOES FOR JEFFERSON COUNTY

The County entered into a contract with Bob Barker Company, Inc. for one (1) year, from July 18, 2022 to January 4, 2023, with an option to renew the contract for up to a two (2) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from January 4, 2023 to January 3, 2024.

ATTEST:

JEFFERSON COUNTY, TEXAS



Laurie Leister, County Clerk

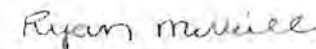
Roxanne Acosta Hellberg



Jeff Branick, County Judge



CONTRACTOR:
Bob Barker Company, Inc.



(Name)

CONTRACT RENEWAL FOR IFB 21-001/YS TERM CONTRACT FOR MOTOR FUEL FOR JEFFERSON COUNTY

The County entered into a contract with Spidle Oil Co. for one (1) year, from March 10, 2021 to March 11, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from March 10, 2023 to March 09, 2024.

ATTEST:

JEFFERSON COUNTY, TEXAS



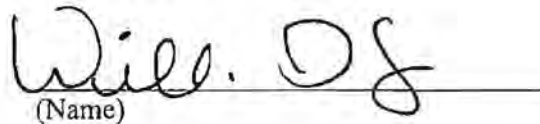
Roxanne Acosta Hellberg, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Spidle Oil Co.



(Name)

CONTRACT RENEWAL FOR IFB 21-003/YS TERM CONTRACT FOR LIMESTONE ROCK ASPHALT FOR JEFFERSON COUNTY

The County entered into a contract with Vulcan Construction Materials, LLC for one (1) year, from March 2, 2021 to March 1 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from February 28, 2023 to February 27, 2024.

ATTEST:

JEFFERSON COUNTY, TEXAS



Roxanne Acosta Hellberg, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Vulcan Construction Materials, LLC



(Name)

Current Pricing
IFB 21-003/YS
Term Contract for Limestone Rock Asphalt for Jefferson County
Awarded: March 2, 2021

Renewal 1: 3/01/22 to 2/28/23

Updated 3/15/2022

		Vulcan Construction Materials, LLC
Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	PICK UP Limestone Rock Asphalt premix, Type I CC	\$39.00 \$57.00 \$58.00 per ton pick up
2a	TRUCK DELIVERY – Rosedale , Limestone Rock Asphalt premix, Type I CC	\$99.45 \$130.53 \$150.88 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2b	TRUCK DELIVERY – LaBelle , Limestone Rock Asphalt premix, Type I CC	\$97.59 \$127.68 \$147.28 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2c	TRUCK DELIVERY – Hamshire , Limestone Rock Asphalt premix, Type I CC	\$99.30 \$130.91 \$151.36 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2d	TRUCK DELIVERY – Hebert , Limestone Rock Asphalt premix, Type I CC	\$98.99 \$130.53 \$150.88 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2e	TRUCK DELIVERY – China Road , Limestone Rock Asphalt premix, Type I CC	\$97.90 \$131.10 \$151.60 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2f	TRUCK DELIVERY – Viterbo Road , Limestone Rock Asphalt premix, Type I CC	\$99.45 \$131.48 \$152.08 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2g	TRUCK DELIVERY – Boyt Road , Limestone Rock Asphalt premix, Type I CC	\$98.21 \$131.29 \$151.84 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed

Vulcan Construction Materials, LLC
 PO Box 791550
 San Antonio TX 78279
 attn: Julia Farrar
Farrarj@vmcmail.com
 ph: 210-965-0419/fx: 210-524-3555

Vulcan Materials Company

2/8/2023

Jefferson County
 1149 Pearl Street, 1st Floor
 Beaumont, TX 77701

RE: Price Adjustment for IFB 21-003/YS – Limestone Rock Asphalt

Deborah,

As the anniversary date of the subject contract is approaching, Vulcan Construction Materials LLC, respectfully requests a price increase over our current pricing

To recap, on March 2nd, 2021, Vulcan Construction Materials LLC was awarded this contract. Then on February 28, 2022 we renewed with a price increase with the prices listed in the first image. Due to the rising costs competitive labor, diesel fuel & energy, and operating inputs required to manufacture and deliver construction materials we would like to renew with the prices listed in the second image.

1st Renewal Pricing	
Item	Price
1	\$ 57.00
2a	\$ 130.53
2b	\$ 127.68
2c	\$ 130.91
2d	\$ 130.53
2e	\$ 131.10
2f	\$ 131.48
2g	\$ 131.29

Requested New Pricing		
Item	Price	
1	\$	58.00
2a	\$	150.88
2b	\$	147.28
2c	\$	151.36
2d	\$	150.88
2e	\$	151.60
2f	\$	152.08
2g	\$	151.84

In light of our good working relationship with Jefferson County, Vulcan Construction Materials LLC would agree to extend the contract for an additional 12 months. Your approval of this increase would be greatly appreciated to help offset our increase.

Sincerely,



Vulcan Construction Materials LLC



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT III TO CONTRACT

February 6, 2023

Aattaboy Termite & Pest Control
1417 Magnolia Ave., Suite B
Pt. Neches, TX 77651
Attention: Mr. Papania

Dear Mr. Papania:

This letter will serve as Amendment III (three) to contract IFB 19-029/YS, Term Contract for Pest Control Services for Jefferson County.

Amendment III (three) will add service for Jefferson County Mosquito Control, located at 8905 First Street, Beaumont, TX 77705 at a rate of \$75.00 quarterly.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail (mistey.reeves@jeffcotx.us).


Aattaboy Termite & Pest Control

2/8/23
Date


Jeff R. Brarick
Jefferson County Judge

2/14/23
Date

ATTEST:


Roxanne Acosta Hellberg
County Clerk, Jefferson County

2/14/23
Date





February 3, 2023

Minnie Rogers Juvenile Detention Center
5326 US 69 Access Rd. S
Beaumont, TX 77705

Reference: Hydronic Boiler Replacement
Quote #: **AB012723-01**

Reference Tip Contract #211001

Dear, Dennis Copeland

In accordance with your request Willbanks Contractor Support, LLC is pleased to submit the following proposal for your consideration.

Willbanks will supply labor, materials, and equipment to replace two (2) Hydronic Boiler at Minnie Rogers Juvenile Detention Center

Scope of work

- Isolate & Disconnect HW Supply, HW Return, Gas and Electrical
- Remove existing boilers, flue vent along with associated piping from property.
- Provide labor and rigging to set two (2) RAYPAK Delta Ltd 989 on existing housekeeping pads.
- WCS will provide labor and materials to fabricate primary-secondary plumbing arrangements per manufacturer recommendations. Rental boiler connection will be included to allow boiler to operate during the install of new equipment.
- WCS will provide labor & required Pipe, Valves, & Fittings to connect (HW Supply, HW Return, and Gas) lines. Install pipe supports as needed.
- Open isolation valves and inspect for leaks.
- Insulate HW piping installed by WCS with ASJ fiberglass and metal jacketing.
- Set pipe markers to identify waterflow & services.
- Provide and install new outdoor flue-vent kits for both boilers.
- WCS will provide labor and materials to re-connect existing electrical to new equipment.
- Perform factory start-up on equipment and provide owner training.
- WCS will file Installation Report & T-O-P with TDLR
- One year warranty on workmanship

*****PLEASE NOTE*****

- RAYPAK boiler lead time 8-9 weeks.
- Disconnection of any building automation to be performed by others.
- Work outside the scope of work mentioned is not included and will be quoted separately.
- Heating to the building will be shut down during the modifications of the buildings Hydronic heating loop. (Please schedule accordingly). Once complete rental boiler will be placed back online.
- Building water system balancing not included

The total proposed price for the Project is **\$62,576.00** any applicable taxes or permits are excluded and will be billed extra. Prices are firm for (30), days. Order to be predicated upon receipt of Purchase Order. Work to be performed during normal business hours Monday-Friday 7am-4pm Thank you for your request for this proposal. We would appreciate the opportunity to provide these services.

Sincerely,

Ernie Donnelly

Willbanks Contractor Support, LLC



JEFFERSON COUNTY, TEXAS

[Handwritten signature]

Jeff Branick, County Judge

ATTEST *[Handwritten signature]*
DATE 2/14/23

QUOTATION AND OFFER

Unless otherwise stated in the quotation, the quotation of Willbanks Contractor Support. ("WCS") is just an offer to sell the goods, materials, chattels, equipment or machinery as described in the quotation to be provided by WCS (collectively referred to as the "Products") to the party purchasing the Products from WCS (the "Purchaser") and the offer and stated prices therein will remain valid for a period of (30) thirty days from the date hereof, at which time it will automatically expire unless extended by a signed document issued by WCS. After such thirty (30) day period, the terms and prices are subject to change. Acceptance of the offer by Purchaser must be evidenced in writing from Purchaser and acknowledged by WCS, and may not be modified unless specifically agreed by WCS. No differing terms or provisions stated by Purchaser in its proposal or response shall be binding upon WCS unless accepted by WCS in writing. Purchaser is hereby notified of WCS's specific rejection of any additional or different terms, and WCS's QUOTATION AND OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE UPON THE TERMS AND CONDITIONS CONTAINED HEREIN.

EQUIPMENT SELECTION

Unless specifically stated in the quotation, the Purchaser's selection of sizes, types, capacities, and specifications and suitability thereof for the specific application shall be the responsibility of the Purchaser or Purchaser's representative or consultant.

PERMISSIBLE VARIATIONS, STANDARDS, AND TOLERANCES

Except in the particulars specified by the Purchaser and expressly agreed to in writing by WCS, all Products shall be produced in accordance with WCS's standard practices. WCS reserves the right to deviate from tolerances and variations in the Products without notice, provided that the substitute part(s) or deviation(s) are consistent with the usage and performance of the Products.

PRICES

Unless defined otherwise in the quotation, prices are F.O.B. shipping point, exclusive of freight, storage, loading or off-loading, installation service, startup service, extended warranty or local delivery charges, if any.

TAXES

Purchaser shall be liable for all Federal, State, and local taxes with respect to the purchase of the Products proposed unless exclusively exempted from any taxes, and proof thereof is on file with WCS. The prices quoted by WCS do not include any taxes.

PAYMENT

Purchaser will pay with US funds, the full amount of the invoiced purchase price within thirty (30) days of the date of WCS's invoice, regardless whether the Products have shipped or have been delayed through no fault of WCS, and subject to approved credit. Beginning thirty (30) days after the invoice date, Purchaser shall pay a late payment charge of 1.5% per month, which is an annual rate of 18% on any unpaid portion of the purchase price. WCS reserves the right to revoke or modify these credit terms. In the event of failure of Purchaser to timely pay, WCS shall be entitled, at its sole option, to suspend shipment of any or all Products, cancel any contracts then outstanding with Purchaser, and receive from Purchaser any and all expenses incurred by it in the collection of said payment, including reasonable attorney's fees.

SECURITY INTEREST

For the purpose of securing payment, WCS may issue a lien on the Product, for past due accounts, until such time that the Payment has been received in full. The Purchaser grants WCS such a security interest until full payment is received by WCS.

CANCELLATION AND DELAYS

Subsequent to the acknowledgement by WCS of the acceptance by Purchaser of such offer, the Purchaser may not change or cancel the order of Products in whole or in part without the written approval and acceptance by WCS, which may include cancellation charges as determined in the sole discretion of WCS.

SHIPMENT

Any shipping date shown in the body of the quotation or order acknowledgement represents WCS's approximated schedule as of the date of the quotation, and is subject to change as determined by shop loading if and when this quotation should be realized as an actual sale. WCS shall not incur any liability of any kind for failure to ship on any particular date unless a firm shipping date has been expressly agreed to by an officer of WCS, in a separate written document. WCS shall not be liable for loss or damages to Products while in transit or after acceptance by Purchaser. Shortages or damages of Products shall be brought to the attention of WCS or the carrier at the time of delivery and stated in writing on the delivery papers in order to initiate a claim by Purchaser.

STORAGE

If shipment is delayed due to any cause within Purchaser control, the Products may be placed in storage by WCS for the Purchaser's account and risk, and reasonable storage charges and expenses in connection therewith shall be paid by Purchaser. If, in the sole discretion of WCS, it is unable to obtain or continue with such storage, Purchaser will, on request, provide or arrange for suitable storage facilities and assume all cost and risk in connection therewith.

RETURNS

Products may not be returned by Purchaser for credit unless and until WCS has agreed in writing to accept them. A minimum charge of 20% of the price of the returned Products shall be made for remanding, restocking and/or reconditioning, and all transportation costs for the returned Products must be paid by Purchaser.

WARRANTY AND PERFORMANCE

WCS warrants all Products manufactured by it and bearing its nameplate to be free from defects in workmanship and material, under normal use and service within one (1) year from the date Products are first placed in use for any purpose, temporary or otherwise, or eighteen (18) months from the date of shipment, whichever shall be less. Except where a different expressed written warranty has been issued, no warranty of any kind, express or implied, is extended by WCS to any person or persons other than Purchaser.

WCS shall have no responsibility for the performance of any product sold by it under conditions varying materially from those under which such products are usually tested under existing industry standards, nor for any damage to the Products from abrasion, erosion, corrosion, deterioration or the like due to abnormal temperatures or the influences of foreign matter or energy, nor for the design or operation of any system of which any such Products may be made a part of for the suitability of any such product for any particular application. WCS shall not be liable for any cost or expense, including without limitation, labor expense, in connection with the removal or replacement of alleged defective equipment or any part or portion thereof, nor for the incidental or consequential damages of any kind. Any substitution of parts not of WCS's manufacture or not authorized by WCS, or any modification, tampering or manipulation of the Products shall void any and all warranties. Alteration of any parts without express written permission of WCS for a purpose other than that intended shall void any and all warranties.

The foregoing warranties shall not apply to products or parts not manufactured by WCS.

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES IN MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR WHICH EXTEND BEYOND THOSE CONTAINED HEREIN.

DAMAGE LIMITATION

Under no circumstances shall WCS be liable for any loss of profits, down time, or any special, incidental or consequential damages of any kind with respect to its Products or the transaction by which its Products are sold.

FORCE MAJEURE

In no event shall WCS be liable for loss or damage resulting from any delay or failure to ship or other failure, loss, or damage that is the proximate result of any act of government authority, revolution, riot, civil disorder, act of war, delay or default in transportation, inability to obtain materials or facilities from normal sources, fire, flood, act of God, or any cause not within the reasonable control of WCS.

GOVERNING LAW

This offer, and any accepted contract, is to be interpreted in accordance with, and its administration and performance governed by the laws of the State of Texas. The parties hereto agree that Harris County, Texas, shall be the exclusive forum for any cause of action filed in any court of law or equity arising out of the execution of or performance under this offer. Notwithstanding the foregoing, in the event Purchaser is located outside the United States of America and purchases Products pursuant to the terms hereof for use outside the United States of America, any dispute between such Purchaser and WCS respecting the Products shall be finally resolved by arbitration in the English language in Houston, Texas, Harris County, U.S.A. in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

The Interlocal Purchasing System

Purchasing Made Personal



Printed 2 February 2023

www.willbanksinc.com

Willbanks Contractor Support LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	735 Buffalo Run	NAME Charlie Martin
CITY	Missouri City	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	77489	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

TX

Overview

Boiler controls
Boiler installations
Boiler parts
Boiler service and repair
Boiler systems
Boiler tubes
Boilers
Bumer controls
Burners
Circulation pumps
Domestic hot water systems
Heat exchangers
Hot water boilers
Hydronic systems
Maintenance contracts
Rental boilers
Steam boilers
Water softener motors

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
211001	Job Order Contracting	01/31/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS**211001**

Mark Risha	VP	(713) 640-2760	MarkR@WillbanksCS.com
Accounting WCS	Accounting	(713) 640-2710	accounting@willbankscs.com



A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states “No” to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is **not EDGAR compliant**. If the website states “View Doc” to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor’s compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations (“EDGAR”). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically “EDGAR.” Each federal agency and its corresponding state “pass-through” agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of \$250,000 and greater. (See below). **This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.**

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over \$250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor’s offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 (“ARM Section 17”), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member’s three quote process **unless labeled with “No” as to EDGAR compliance**. See also ARM Section 17.84 addresses purchasing through a **“Third Party Cooperative that does not follow USDA Procurement Regulations”**. This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 [here](#).

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members’ benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members’ behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.



Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8293
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

February 7, 2023
Alex Rupp
Jack Brooks Regional Airport
5000 Jerry Ware Dr.
Beaumont, TX 77705

Job Order Contracting

Project: "Water Line Repair"

Co-Op Purchasing Agreements

Subject: "Proposal"

Indefinite Delivery, Indefinite Quantity - IDIQ

We are pleased to submit our proposal utilizing our 581-19 Buy Board Texas Contract based on local CCI and coefficient of .89.

Multiple Award Construction Contracts - MACC

Proposal Recap:

Task Order Contracts TOC

- Saw cut around area to access pipe.
- Remove concrete.
- Excavate to locate pipe.
- Haul off excess materials.
- Repair broken pipe.
- Backfill with stabilized sand
- Pour back 3000 psi concrete, doweled into existing pavement
- Final clean of construction limits
- Limited area of 3 x 10

Construction Management - Agent or At-Risk

Design Build

Government

Proposal Cost \$ 11,225.79

Commercial

We estimate approximately **five (5)** working days to complete upon material delivery. We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Education

Industrial

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

Infrastructure

Communications

Corporate/Retail

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

Assembly





PREFERRED FACILITIES GROUP - USA

Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8293
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Please contact us at 409-842-8293 at your convenience to discuss this estimate.

Respectfully submitted,
Preferred Facilities Group - USA



Job Order Contracting

Michael Waidley
Division Manager

Co-Op Purchasing
Agreements

cc: PFG/file
23-0036

Indefinite Delivery,
Indefinite Quantity - IDIQ

Multiple Award
Construction Contracts -
MACC

Task Order Contracts
TOC

Construction
Management - Agent or
At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications


Corporate/Retail

Assembly



JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST 
DATE 2/14/23





PREFERRED
FACILITIES GROUP - USA

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Michael Waidley

Preferred Facilities Group - USA

581-19 - 2019 BuyBoard 581-19 JOC (RSMMeans) - 2022 Renewal - 4/01/2022 to

3/31/2023

Jack Brooks Regional Airport Water Leak - 23-0036

Summary of tagged estimates...

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements	\$6,057.66	26 - Electrical	
02 - Existing Conditions	\$327.50	27 - Communications	
03 - Concrete	\$4,381.20	28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	\$595.20
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	\$167.00
07 - Thermal and Moisture Protection	\$220.08	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Priced O&P	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing	\$2,235.00	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)	\$13,983.64
25 - Integrated Automation			

Totalling Components

Priced Line Items	\$13,983.64	2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$(1,387.46)
RSMMeans BEAUMONT, TX CCI 2022Q4, 90.20%	\$(1,370.39)		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$3,865.38
Labor:	\$7,090.92
Equipment:	\$3,037.34
Other:	\$0.00
Laborhours:	66.89
Green Line Items:0	\$0.00

Grand Total \$11,225.79

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FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Jack Brooks Regional Airport Water Leak

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements	\$6,057.66	26 - Electrical	
02 - Existing Conditions	\$327.50	27 - Communications	
03 - Concrete	\$3,488.40	28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	\$354.00
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	\$220.08	34 - Transportation	\$167.00
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Priced O&P	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing	\$2,235.00	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)	\$12,849.64
25 - Integrated Automation			
Totalling Components			
Priced Line Items	\$12,849.64	2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$(1,274.94)
RSMears BEAUMONT, TX CCI 2022Q4, 90.20%	\$(1,259.26)		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$2,826.68
Labor:	\$7,036.72
Equipment:	\$2,984.24
Other:	\$0.00
Laborhours:	66.33
Green Line Items:	\$0.00

Estimate Grand Total **\$10,315.44**

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FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Jack Brooks Regional Airport Water Leak

Estimator: Michael Waidley

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-31-13-20-0260	Field personnel, superintendent, average	Week	0.4000	\$3,725.00	\$1,490.00 RSM22FAC L, O&P
2	01-54-33-20-0100-2	Rent per day for rent excavator diesel hydraulic crawler mounted 1/2 CY capacity	Ea.	2.0000	\$914.79	\$1,829.58 RSM22FAC E, O&P
3	01-54-33-40-0200-2	Rent per day for rent air compressor, towed type, gas engine, 60 cfm	Ea.	2.0000	\$141.90	\$283.80 RSM22FAC E, O&P
4	01-54-33-40-0990-2	Rent per day for rent air tool, 12 lb chipping hammer	Ea.	2.0000	\$49.14	\$98.28 RSM22FAC E, O&P
5	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	\$228.00	\$456.00 RSM22FAC L, E, O&P
6	01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$950.00	\$1,900.00 RSM22FAC L, E, O&P
01 - General Requirements Total						\$6,057.66
02 - Existing Conditions						
7	02-41-13-30-4210	Minor site demolition, sidewalk, concrete, mesh reinforced, 5" thick, remove, excludes hauling	S.Y.	10.0000	\$17.00	\$170.00 RSM22FAC L, E, O&P
8	02-41-19-19-2005	Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	5.0000	\$31.50	\$157.50 RSM22FAC L, O&P
02 - Existing Conditions Total						\$327.50
03 - Concrete						
9	03-31-13-25-0340	Concrete, hand mix, for small quantities or remote areas, 4000 psi, using wheelbarrow, includes bagged pre-mixed dry ingredients (80-Lb bag = 0.6 C.F.) and water, excludes, forms, reinforcing, placing & finishing	C.F.	135.0000	\$25.00	\$3,375.00 RSM22FAC M, L, O&P
10	03-81-13-50-0500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time	L.F.	42.0000	\$2.70	\$113.40 RSM22FAC M, L, E, O&P
03 - Concrete Total						\$3,488.40
07 - Thermal and Moisture Protection						
11	07-91-23-10-0072	Pre-formed joint seals, backer rod, polyethylene, 3/4" dia	L.F.	42.0000	\$1.73	\$72.66 RSM22FAC M, L, O&P
12	07-92-13-20-3800	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 3/4" x 3/8"	L.F.	42.0000	\$3.51	\$147.42 RSM22FAC M, L, O&P
07 - Thermal and Moisture Protection Total						\$220.08

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Michael Waidley

Jack Brooks Regional Airport Water Leak

Item	Description	UM	Quantity	Unit Cost	Total	Book
22 - Plumbing						
13	22-05-05-10-2164	Pipe, plastic, with fittings, 4" thru 6" diameter, selective demolition	L.F.	20.0000	\$7.75	\$155.00 RSM22FAC L, ORP
14	22-11-13-48-1930	Pipe, fittings & valves, steel, galvanized, grooved joint, 6" diameter, schedule 40, incl coupling & clevis type hanger 10' OC	L.F.	20.0000	\$104.00	\$2,080.00 RSM22FAC M, L, ORP
22 - Plumbing Total						\$2,235.00
31 - Earthwork						
15	31-23-16-13-0090	Excavating, trench or continuous footing, common earth, 1/2 C.Y. excavator, 4' to 6' deep, excludes sheeting or dewatering	B.C.Y.	40.0000	\$8.85	\$354.00 RSM22FAC L, E, ORP
31 - Earthwork Total						\$354.00
33 - Utilities						
16	33-14-13-90-0230	Water supply distribution piping, thrust block, tee or deadend, 12 inch diameter, excludes excavation or backfill	Ea.	1.0000	\$167.00	\$167.00 RSM22FAC M, L, E, ORP
33 - Utilities Total						\$167.00
Estimate Grand Total						10,315.44

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Stabilized Sand

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete	\$892.80	28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	\$241.20
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Priced O&P	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (without totalling components)	\$1,134.00
25 - Integrated Automation			

Totalling Components

Priced Line Items	\$1,134.00	2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$1,112.52
RSMears BEAUMONT, TX CCI 2022Q4, 90.20%	\$(111.13)		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$1,028.70
Labor:	\$52.20
Equipment:	\$53.10
Other:	\$0.00
Labourhours:	0.56
Green Line Items:0	\$0.00

Estimate Grand Total \$910.35

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Michael Waidley

Stabilized Sand

Item	Description	UM	Quantity	Unit Cost	Total	Book
03 - Concrete						
1	03-05-13-30-0250 Cement, portland, type III, 94 lb. Bags, less than truckload or less than carload lots, includes material only	Bag	48,0000	\$18.60	\$892.80	RSW22FAC M, O&P
03 - Concrete Total					\$892.80	
31 - Earthwork						
2	31-23-23-15-0200 Borrow, material only, dead or bank run sand	Ton	9,0000	\$15.10	\$135.90	RSW22FAC M, O&P
3	31-23-23-15-0200-1800 Borrow, delivery charge, minimum 20 tons, 1 hour round trip, add (Modified using 31-23-23-15-1800)	Ton	9,0000	\$11.70	\$105.30	RSW22FAC L, E, O&P
31 - Earthwork Total					\$241.20	
Estimate Grand Total					910.35	

Agreement of Services

Agreement 23-015/DC

Contact Information

Date: October 28, 2022
 Company: Ben Rogers Regional Visitors Center - Jefferson County TX
 Contact: Kathi Hughes
 Title: Director
 Address: 5055 IH-10 South Beaumont, TX 77705
 Phone: 409-842-0500
 eMail: khughes@co.jefferson.tx.us
 URL: <https://co.jefferson.tx.us/visitorcenter/brvc.htm>

Agency Services

Description: **Virtual Visitor Center PREMIUM Package**
 Contract Period: Setup & Development: February 1, 2023
 Annual Licensing: March 1, 2023- February 28, 2024
 Agency Fee: **\$5,000 One Time Setup Fee**
\$16,500 Annual Licensing Fee
 Payment due upon contract start date
 Notes: Scope of work as outlined in next pages addendum.

Check this box to accept the SaaS **three-year subscription**. We offer a 5% discount on subsequent renewal if you agree on a three-year auto renewal. By checking this box, you agree the contract period is extended to three years from the signing date, incurring annual invoices.

I understand that I will be billed for the quoted upon signed contract. I understand that all charges are due within 30 days from the billing date and that a finance charge of 1.5% will be applied to any unpaid balance after 30 days. By signing, you agree to ITI Digital's SaaS [Terms of Service](#). No Early Termination; No Refunds. The contract period will end on the expiration date and the agreement cannot be canceled early. We do not provide refunds if you decide to stop using the licensing services provided by ITI Digital.

Accepted for: (CVB)

Judge Jeff Branick
County Judge

Accepted for: ITI Digital

Franci Edgerly
Founder & CEO

ATTEST
DATE



VIRTUAL VISITORS CENTER FEE SUMMARY

VIRTUAL VISITORS CENTER - PREMIUM DEVELOPMENT	QTY	PRICE
Virtual Visitors Center: One-time Development Fee WordPress web development fee, including CMS setup, branding and customization, domain setup. Turnkey delivery with published website and Wordpress CMS training. Choice of three theme design options.	1	\$5,000.00
Travel Resources Page Videos, FAQ, Digital Travel Guide, Link to online store.	2	\$0.00
Digital Brochures Page List of all available brochures from partners and DMO materials.	1	\$0.00
One-Time Setup		\$5,000.00

VIRTUAL VISITORS CENTER - PREMIUM CONTENT SUBSCRIPTION
Daily Events Calendar Tier 1: 1,500 delivered events/year. Content Sources: Up to 15 Facebook Business Pages and geofencing for additional sources of events such as Eventbrite. Additional business Facebook Pages available upon request.
Google Places, Images, Reviews & Nearby Places - Up to 2,000 Places 2,000 places/points of interest. For additional places, request pricing. Categories: Restaurants, hotels, attractions, shopping, outdoors. Additional business Places available upon request.
Suggested Itineraries (Six Itinerary Package) Six (6) custom itineraries delivered to the client and editable through the dashboard. The itineraries are designed to highlight the key tourism products of the destination e.g. eat like a local, hiking and birding, arts and culture, etc. Each itinerary may include up to seven points of interest, manually added Google Places. ITI Digital will develop the itineraries.
Instagram UGC Unlimited @accounts and up to 30 #hashtags.

LICENSING/ADDED VALUE	
Digital Experience Platform (DXP) - Dashboard Access Manage all content available in your VVC. Create custom categories for Events and Places. Manage advertising or preferred member Google Places.	
Customer Tech Support Customer-facing ticket submission platform, dedicated customer manager and access to our User Training Library with articles and tutorial videos	
DMO Partner Training - "How to Partner with DMO" upon request	
Software Maintenance & Hosting on a secure server	
New SaaS features and upgrades as available	
Annual License \$16,500.00	

Virtual Visitor Center – Development

Turnkey website for an online destination experience.

SCOPE OF WORK

Development and customization of WordPress theme-based Virtual Visitor Center website

- ITI Digital will develop the VVC on WordPress with DMO access to the CMS. Choice of three templates that will be customized to meet the brand specification and that include images to reflect the the uniqueness of the destination.
- Easy integration by creating a sub-domain that will enhance the content of the website and improve SEO performance - more time on site, lower bounce rate and more pages viewed.

Theme Setup & Customization

- Discovery Call & Theme Design. Three options of themes for your team to choose.
- Assets Collection. Branding elements (logos, colors, fonts) as well as media (images, videos and brochures) to be delivered by the client in the agreed proposed timeline. *Please note that any delays in asset delivery will result in delayed launch.*
- Development of all pages, according to VVC package.
- Content migration and development of all content widgets, according to VVC package.
- Configure WordPress CMS settings such as:
 - Slideshow items
 - Users and permissions
 - Media library uploads
 - Header and Footer customization according to brand guidelines
- Quality Assurance: detailed assessment of the status of the site's speed, content, and SEO settings.
- Provide the client a test URL for approval before launch
- Schedule and perform final source-to-destination server transition (i.e., the 'go-live event,' which is completed by pointing DNS to ITI Digital Server). Includes:
 - ITI being granted temporary access to your DNS account to perform or we will provide directions for your web team / developer to update the DNS records of the desired virtual visitor center domain or subdomain.
 - We will also recommend different integration ideas on how to cross-link the VVC in your current website. E.g. a new menu item, or homepage feature button, etc. according to your website overall aesthetics.

Daily Events Calendar – SaaS

SCOPE OF WORK

Development and customization of the destination Digital Experience Platform - DXP

The ITI Digital DXP is a tool that powers personalized, cross-channel digital experiences. We create unmatched personalized customer engagement with content - such as Events, Images, Business listings, Reviews, and Instagram UGC. This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the ITI Digital Experience Platform.

From the DXP edit and manage content powered by the ITI Digital SaaS:

- Approve / Reject Posts
- Add Promotional Image and link of choice
- Add / Remove geofences as needed
- Bulk import events in Excel format
- Choose to highlight certain Events of interest or mark them as Editor's Choice
- Edit event details such as description, images, tickets URL, etc.
- Manually enter events as needed
- Event categories - tag events with different categories of your choice, e.g. Family Events, or Music, etc.
- Export all or selected events to a ready-to-print PDF

Account Setup & Customization

- Create categories that will allow the software to publish the content by interest
- Setup geofences for the destination to aggregate new and unlimited events from online platforms such as Eventbrite and other sources
- Setup account branding and frontend widget preferences
- Implement account logo which populates the export PDF feature
- Schedule twice a week automated updates to the existing content
- Schedule daily automated removal of past due events, upon event end date
- Customize navigation menu settings for two options of display
- Customize event list display - three options
- Customize header images for the PDF Export

Deliver Frontend Widgets

- Provide developer with the widget code and integration directions. We have 2 integration options: (a) DIV <script> widget with a few extra customizations available such as font styles and (b) JSON Data-feed - most customizable option, with access to raw data, in which allows you to design your own calendar and connect to the data .
- HTML and DIV widgets are responsive to mobile screens. Testing on PC and mobile upon client launch. ITI Digital development team will assist with any questions during the code implementation as well as recommendations for best display.

Google Places & Reviews - SaaS

SCOPE OF WORK

Development and customization of the destination Digital Experience Platform - DXP

The ITI Digital DXP is a tool that powers personalized, cross-channel digital experiences. We create unmatched personalized customer engagement with content - such as Events, Images, Business listings, Reviews, and Instagram UGC. This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the ITI Digital Experience Platform.

From the DXP edit and manage content powered by the ITI Digital SaaS:

- Approve / Reject Posts
- Add Promotional Image and link of choice
- Add / Remove geofences as needed
- Choose to highlight certain Places of interest or mark them as Editor's Choice
- Edit Place details such as description, images, URL, etc.
- Place categories - tag them with different categories of your choice
- Export all or selected Places to a ready-to-print PDF

Account Setup & Customization

- Create categories that will allow the software to publish the content by interest
- Setup geofences for the destination to aggregate content from Google Places & Reviews
- Setup account branding and frontend widget preferences
- Implement account logo which populates the export PDF feature
- Schedule twice a week automated updates to the existing content
- Customize navigation menu settings for two options of display
- Customize places list display - three options
- Customize header images for the PDF Export

Deliver Frontend Widgets

- Provide developer with the widget code and integration directions. We have 2 integration options: (a) DIV <script> widget with a few extra customizations available such as font styles and (b) JSON Data-feed - most customizable option, with access to raw data, in which allows you to design your own calendar and connect to the data .
- HTML and DIV widgets are responsive to mobile screens. Testing on PC and mobile upon client launch. ITI Digital development team will assist with any questions during the code implementation as well as recommendations for best display.

SEO Friendly - Schema.org Optimization For Each Place of Interest

Each point of interest in our Places DXP widget includes schema.org markup to optimize content discovery by Google SEO traffic bots. The Places Details page also has unique URLs which can be shared, indexed, and tracked on Google Analytics. Schema is a semantic vocabulary of tags (or microdata) webmasters add to their content to improve the way search engines read and represent the page in search results. Therefore, Google bots and other search engines have more content to index, which will enhance the SEO results of the tourism site.

Itinerary Library - SaaS

SCOPE OF WORK

PACKAGE: Up to Six Custom GPS-Enabled Itineraries + DXP Dashboard Access

Access to Database up to 2,000 Points of Interest - Google Places & Reviews

Access to DXP Dashboard for unlimited itinerary edits and revisions

Limit of six itineraries published to your website at a time

Development and customization of the destination Digital Experience Platform - DXP

The ITI Digital DXP is a tool that powers personalized, cross-channel digital experiences. We create unmatched personalized customer engagement with content - such as Events, Images, Business listings, Reviews, and Instagram UGC. This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the ITI Digital Experience Platform.

Account Setup & Customization

- Setup geofences for the destination to aggregate content from Google Places & Reviews - up to 2,000 places will be available to be used in your itineraries.
- Setup account branding and frontend widget preferences
- Setup initial 6 itineraries - topics and points of interest are provided by the client
- Implement account logo which populates the export PDF feature
- Schedule twice a week automated updates to the existing content
- Customize navigation menu settings for two options of display
- Customize places list display - three options
- Customize header images for the PDF Export

From the DXP edit and manage content powered by the ITI Digital SaaS:

- Add/Remove Itinerary Points of Interest
- Update the itinerary cover and description
- Publish and un-publish itineraries - with a limit of 6 itineraries published to your website at a time
- Edit Place details such as description, images, URL, etc.
- Export all or selected Places to a ready-to-print PDF

Deliver Frontend Widgets

- Provide developer with the widget code and integration directions. We offer an DIV <script> widget with a few extra customizations available such as font styles.
- HTML and DIV widgets are responsive to mobile screens. Testing on PC and mobile upon client launch. ITI Digital development team will assist with any questions during the code implementation as well as recommendations for best display.

Instagram User-Generated Content - SaaS

SCOPE OF WORK

Instagram User-Generated Content & Dashboard

What We Do. Offer DMO access to our DXP Dashboard with unlimited user-generated content from Instagram @Accounts and #Hashtags via the Instagram API.

Customer Access to the Digital Experience Platform - Content Management Control.

The ITI Digital DXP is a platform that powers personalized, cross-channel digital experiences. We create unmatched personalized customer engagement with content - such as Events, Images, Business listings, Reviews, and Instagram UGC. This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the ITI Digital Experience Platform. From the DXP, the content is edited (if needed,) approved, and published to the website. With access to the DXP and the innovative and feature rich DXP, staff are empowered to edit, approve and publish events directly to your website. Key Features of ITI Digital DXP:

- The software has the flexibility that allows DMOs to edit and add content manually.
- Stakeholders can submit events and Places for approval before publishing them to the website.
- The data feeds are customizable.

Content Management - Features Our Clients LOVE!

- Add as many @accounts and up to 30 #hashtags or replace existing ones, directly via the dashboard.
- Approve or reject content for UGC libraries
- Create and Organize assets in unlimited library folders
- Display the library folders as website widgets on specific web pages such as shopping, restaurants, outdoor, etc.
- Filter media by type (image or video,) size, and orientation and by date if was published
- Search assets database based on caption text. A search feature of the CMS that searches all assets - keyword search but only based on the caption of the photo
- Rights Approval Feature - Have access to unlimited images. Contact users and ask for permission to use their posts in other material

Deliver Frontend Widgets

- Provide developer with the widget code and integration directions. We offer an HTML <script> widget with a few extra customizations available such as font styles and the number of rows of content.
- HTML widgets are responsive to mobile screens. Testing on PC and mobile upon client launch. ITI Digital development team will assist with any questions during the code implementation as well as recommendations for best display.

DXP Software Maintenance & Support

Digital Experience Platform (DXP) Hosting, Tech Support & Management.

- Apply software feature upgrades as they become available
- SaaS deployment and day-to-day maintenance of the application, which includes:
 - testing and installing patches
 - managing upgrades
 - monitoring performance, ensuring high availability
 - Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images, and content of the software widgets.
- Monitor and manage all third-party systems and API statuses. As an approved application Developer through verified API access, we ensure you have a functioning end-user application with the latest upgrades available on each third-party API. (E.g. If an existing parameter is revised in the third-party API that affects our content delivery, our team will proactively update as soon as possible).
- Training. Ongoing DXP Dashboard training as requested and as needed.

Managed WordPress Hosting

- Daily Server Backups - We back up your website every night, ensuring that your essential data is safe and secure. This way, you can revert to a previous version in the event that you made a change that broke the site or for any other reason.
- Domain uptime monitoring, using the Freshping 24/7 monitoring tool. We guarantee 95% domain uptime/year. Dedicated WordPress Security, which includes:
 - Core WordPress Files are locked down, so potential malicious activity cannot overwrite files.
 - WordPress PHP
 - Intelligent IP blocker detects intruders and blocks them across all sites on our servers within seconds.
- Updates to existing WordPress plugins. Any work-related towards troubleshooting plugins installed on the website will count towards the available support hours.
- Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images, and content of the website—Malware & virus scanning and removal (quarterly).
- SSL Security Seals. We provide and install the SSL security seals on your primary domain. The security seals enable your website visitors to know you have invested in their safety and indicate that you provide secure transactions and data.
- Staging and Privacy Mode. These options are used when we need to restore a backup or in the event of needing a test website for new features.
- Training. Ongoing CMS training upon request.
- Monthly Analytics Report
- Quarterly Consultation Call

DXP Software Maintenance & Support

Ongoing Customer Support

With access to our Client Portal, you can submit your requests for assistance and follow up on the status of your ticket. The system allows the project manager to monitor the progress of a ticket and communicate with you and our development team.

Our standard communication process:

- We recognize and respond to the ticket within the business day that it is submitted.
- If possible, we correct within two working days or reach out to your team for further directions/clarification needed to solve the problem
- Bugs and technical issues that may need to be escalated will be submitted to our development team and provided a detailed estimated delivery date.
- At all times we will keep the client informed and of the timelines.




JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: February 14, 2023

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

February 14, 2023

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	2-DRAWER FILE CABINET		
AGRICULTURE	4-DRAWER FILE CABINET		
<i>contact person: Jennifer Coleman</i>			
COUNTY CLERK	4-BLUE FABRIC CHAIRS		
<i>contact person: Laurie Leister</i>			
DISTRICT ATTORNEY	TABLE		12284
DISTRICT ATTORNEY	ADDING MACHINE		12545
<i>contact person: Dan'na Rouse</i>			



ATTEST
DATE

[Signature]
2/14/23

Approved by Commissioners' Court:

[Signature]

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

[Handwritten Signature]

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
NARCOTICS TASK FORCE	BLACK LEATHER CHAIR		
NARCOTICS TASK FORCE	XEROX PHASER 6130 PRINTER		20199
NARCOTICS TASK FORCE	HP LASERJET 2100M PRINTER		25281
NARCOTICS TASK FORCE	TYPEWRITER TABLE		20341
NARCOTICS TASK FORCE	MARANTX PORTABLE CASSETTE RECORDER		
NARCOTICS TASK FORCE	AUDIO INTELLIGENCE DEVICE		
NARCOTICS TASK FORCE	ACER MONITOR W/KEYBOARD		
NARCOTICS TASK FORCE	MAXON ENDORE RADIO	T071200085	
NARCOTICS TASK FORCE	VERTEX RADIO	4B2Q033443	
NARCOTICS TASK FORCE	TELEVISION BRACKET		
NARCOTICS TASK FORCE	GATEWAY KEYBOARD		
NARCOTICS TASK FORCE	CANON PIXMA PHOTO PRINTER		29663
NARCOTICS TASK FORCE	CANON PIXMA PHOTO PRINTER		29668
NARCOTICS TASK FORCE	HP SCANJET PRINTER	CN9HS7015	
NARCOTICS TASK FORCE	HP DESKJET 5650 PRINTER	MY718040MG	
NARCOTICS TASK FORCE	HP DESKJET 1220C PRINTER	SG2211309K	
NARCOTICS TASK FORCE	(3) DELL MONITORS		
NARCOTICS TASK FORCE	SCOTCH LS 960 LAMINATING MACHINE		
NARCOTICS TASK FORCE	VELBON 5000 TRIPOD		
NARCOTICS TASK FORCE	COMPUTER DESK		
NARCOTICS TASK FORCE	WOODEN DESK		20220
NARCOTICS TASK FORCE	METAL DESK		
NARCOTICS TASK FORCE	FABRIC CHAIR W/WOODEN ARMS		
NARCOTICS TASK FORCE	AID NIGHT VISION ANTENNA	0206001	
NARCOTICS TASK FORCE	AID MODEL U2000D PHONE RECORDER		
NARCOTICS TASK FORCE	WIRELESS TRANSMITTER		
NARCOTICS TASK FORCE	DECATUR RADAR	30609A	
NARCOTICS TASK FORCE	HP OFFICEJET 6100 PRINTER		
NARCOTICS TASK FORCE	POWER PAC BATTERY CHARGER		



ATTEST: *[Signature]*
 DATE: 5/14/23

Approved by Commissioners' Court:

[Handwritten Signature]

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
NARCOTICS TASK FORCE	MOTOROLA MAXTRAC RADIO		19866
NARCOTICS TASK FORCE	MOTOROLA CAR RADIO		
NARCOTICS TASK FORCE	LARSEN ANTENNA		
NARCOTICS TASK FORCE	PLEXTOR DVD/CD WRITER		
NARCOTICS TASK FORCE	CONTRABAND DETECTOR		
NARCOTICS TASK FORCE	ULTRALIGHT COMPASS		
NARCOTICS TASK FORCE	HP OFFICEJET 6100 PRINTER		
NARCOTICS TASK FORCE	PANASONIC VIDEO CAMERA		
NARCOTICS TASK FORCE	HP DESKJET 5150 PRINTER		
NARCOTICS TASK FORCE	HP PHOTOSMART 8150		
NARCOTICS TASK FORCE	MOTOROLA CAR RADIO		
NARCOTICS TASK FORCE	(7) AUTOMOBILE POWER ADAPTORS FOR LAPTOP		
NARCOTICS TASK FORCE	WATERPROOF SUNLIGHT VIEWABLE MONITOR		
NARCOTICS TASK FORCE	RCA 27" TELEVISION	C145B11EN	
NARCOTICS TASK FORCE	RCA 27" TELEVISION	B155B2235	
<i>contact person: Keesha Guillory</i>			



ATTEST
 DATE *3/31/12*

Approved by Commissioners' Court:

[Signature]




JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent 

Date: February 14, 2023

Re: Surplus Property Auction

Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, March 4, 2023 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
 HORN AUCTION
 March 4, 2023

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	WOODEN DESK		16243
AGRICULTURE	WOODEN DESK		
<i>contact person: Jennifer Coleman</i>			
AUDITING	WOODEN WORK TABLE		
AUDITING	WOODEN SHELVING		
<i>contact person: Rhonda Brode</i>			
136th DISTRICT COURT	BLUE CHAIR		13260
136th DISTRICT COURT	ORANGE CHAIR		13214
136th DISTRICT COURT	BEIGE CHAIR		13237
136th DISTRICT COURT	COAT RACK		13267
136th DISTRICT COURT	ELMO		
136th DISTRICT COURT	MIC STAND		
136th DISTRICT COURT	MIC STAND		
<i>contact person: Dana Marshburn</i>			
J.P. PCT 2	CREDENZA		1601
<i>contact person: Tina Moreau</i>			
NARCOTICS TASK FORCE	12' CONFERENCE TABLE		
NARCOTICS TASK FORCE	WOODEN DESK W/LEFT RETURN		
<i>contact person: Keesha Guillory</i>			
ROAD & BRIDGE #1	2009 GRADALL EXCAVATOR	4100000333	33480
ROAD & BRIDGE #1	2000 GRADALL EXCAVATOR	414541	26479
ROAD & BRIDGE #1	2008 TEREX RECLAIMER	560208	33288
<i>contact person: Paul Traux</i>			



WEST
DATE 2/14/23

Approved by Commissioners' Court:

[Signature]

NAME	AMOUNT	CHECK NO. 48	TOTAL
JURY FUND			
DAWN DONUTS	70.50	503491	70.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	8,373.57	503305	
DELL MARKETING L.P.	3,369.40	503315	
PETROLEUM SOLUTIONS, INC.	187.50	503431	
FUNCTION 4 LLC	31.00	503500	11,961.47**
ROAD & BRIDGE PCT.#2			
ENTERGY	29.09	503326	
W. JEFFERSON COUNTY M.W.D.	28.77	503380	
ASCO	228.91	503470	
FUNCTION 4 LLC	31.00	503500	
MUNRO'S UNIFORM SERVICES, LLC	20.00	503545	337.77**
ROAD & BRIDGE PCT. # 3			
RB EVERETT & COMPANY, INC.	478.06	503319	
ENTERGY	469.10	503326	
TAC - TEXAS ASSN. OF COUNTIES	250.00	503371	
TEJAS TRUCK & RV SUPERSTORE	503.41	503372	
W. JEFFERSON COUNTY M.W.D.	30.11	503380	
TEXAS GAS SERVICE	534.37	503427	
WINDSTREAM	48.79	503438	
NORTHERN TOOL AND EQUIPMENT	728.94	503461	
RC SERVICE	796.00	503469	
SILSBEE FORD INC	39,872.60	503476	
FUNCTION 4 LLC	62.00	503500	
ALL TERRAIN EQUIPMENT CO	729.98	503502	
MUNRO'S UNIFORM SERVICES, LLC	745.06	503545	45,248.42**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	29.90	503300	
SPIDLE & SPIDLE	6,199.61	503305	
BEAUMONT FRAME & FRONT END	45.00	503310	
RB EVERETT & COMPANY, INC.	1,529.19	503319	
ENTERGY	9.93	503326	
M&D SUPPLY	53.74	503337	
SMART'S TRUCK & TRAILER, INC.	208.68	503356	
SOUTHEAST TEXAS WATER	54.45	503361	
W. JEFFERSON COUNTY M.W.D.	70.96	503380	
UNITED STATES POSTAL SERVICE	12.51	503413	
INTERSTATE ALL BATTERY CENTER - BMT	747.70	503454	
NORTHERN TOOL AND EQUIPMENT	349.98	503461	
J&E WELDING INC	649.00	503463	
ON TIME TIRE	290.00	503464	
SUBURBAN PROPANE L.P.	303.93	503474	
1800RADIATOR & AC	203.00	503485	
FUNCTION 4 LLC	52.00	503500	
GULF COAST	275.07	503522	
MUNRO'S UNIFORM SERVICES, LLC	150.04	503545	
AMAZON CAPITAL SERVICES	16.99	503552	11,251.68**
ENGINEERING FUND			
CDW COMPUTER CENTERS, INC.	53.95	503386	
VERIZON WIRELESS	114.13	503407	
FUNCTION 4 LLC	62.00	503500	
MICHELLE FALGOUT	45.00	503534	
ODP BUSINESS SOLUTIONS, LLC	54.74	503544	329.82**
PARKS & RECREATION			
BELL FENCE MFG. CO.	1,284.90	503311	
CITY OF PORT ARTHUR - WATER DEPT.	55.91	503313	
ENTERGY	10.52	503326	
RITTER @ HOME	68.76	503349	
W. JEFFERSON COUNTY M.W.D.	57.54	503380	

NAME	AMOUNT	CHECK NO.	TOTAL
LOWE'S HOME CENTERS, INC.	489.90	503423	
ROSS RIDGE SAND COMPANY LP	36.00	503444	
SPRINT WASTE SERVICES LP	1,060.07	503477	
GENERAL FUND			3,063.60**
TAX OFFICE			
ACE IMAGEWEAR	41.92	503354	
SOUTHEAST TEXAS WATER	288.50	503359	
CDW COMPUTER CENTERS, INC.	369.62	503386	
UNITED STATES POSTAL SERVICE	686.08	503413	
UNITED STATES POSTAL SERVICE	14.64	503414	
DESIGN CHUTE LLC	933.46	503496	
FUNCTION 4 LLC	155.00	503500	
COUNTY HUMAN RESOURCES			2,489.22*
DELL MARKETING L.P.	6,932.51	503315	
PINNACLE MEDICAL MANAGEMENT CORP	190.00	503345	
PRE CHECK, INC.	214.68	503394	
UNITED STATES POSTAL SERVICE	.51	503413	
SIERRA SPRING WATER CO. - BT	50.47	503417	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	236.00	503493	
FUNCTION 4 LLC	31.00	503500	
AUDITOR'S OFFICE			7,655.17*
SOUTHEAST TEXAS WATER	34.95	503362	
UNITED STATES POSTAL SERVICE	5.16	503413	
FUNCTION 4 LLC	31.00	503500	
ODP BUSINESS SOLUTIONS, LLC	222.75	503544	
COUNTY CLERK			293.86*
UNITED STATES POSTAL SERVICE	359.30	503413	
UNITED STATES POSTAL SERVICE	47.94	503414	
FUNCTION 4 LLC	93.00	503500	
FUNCTION4	695.72	503540	
ODP BUSINESS SOLUTIONS, LLC	29.97	503544	
COUNTY JUDGE			1,225.93*
SMITH COUNTY	795.00	503384	
GRACE NICHOLS	900.00	503453	
FUNCTION 4 LLC	31.00	503500	
RISK MANAGEMENT			1,726.00*
CDW COMPUTER CENTERS, INC.	791.90	503386	
UNITED STATES POSTAL SERVICE	1.01	503413	
FUNCTION 4 LLC	31.00	503500	
ODP BUSINESS SOLUTIONS, LLC	63.99	503544	
COUNTY TREASURER			887.90*
UNITED STATES POSTAL SERVICE	133.84	503413	
FUNCTION 4 LLC	62.00	503500	
PRINTING DEPARTMENT			195.84*
DELL MARKETING L.P.	1,140.03	503315	
FUNCTION 4 LLC	350.00	503500	
PURCHASING DEPARTMENT			1,490.03*
REFLECTIONS	50.00	503391	
UNITED STATES POSTAL SERVICE	5.26	503413	
FUNCTION 4 LLC	31.00	503500	
ODP BUSINESS SOLUTIONS, LLC	85.97	503544	
GENERAL SERVICES			172.23*

NAME	AMOUNT	CHECK NO.	TOTAL
ELECTRICAL SPECIALTIES, INC.	25.00	503302	
CASH ADVANCE ACCOUNT	110.00	503334	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	503376	
INTERFACE EAP, INC	1,297.35	503383	
VERIZON WIRELESS	328.55	503409	
REPUBLIC SERVICES INC	726.00	503489	
UNITED BOARD OF MISSIONS	3,000.00	503528	
K2 TOWERS III, LLC	2,435.00	503536	
CHARTER COMMUNICATIONS	2,442.76	503541	
			13,064.66*
DATA PROCESSING			
FED EX	96.15	503322	
CDW COMPUTER CENTERS, INC.	336.64	503386	
FUNCTION 4 LLC	31.00	503500	
ODP BUSINESS SOLUTIONS, LLC	104.59	503544	
			568.38*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	366.45	503413	
FUNCTION 4 LLC	31.00	503500	
			397.45*
ELECTIONS DEPARTMENT			
FUNCTION 4 LLC	31.00	503500	
ODP BUSINESS SOLUTIONS, LLC	41.78	503544	
			72.78*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	171.18	503413	
MCM ELEGANTE HOTEL	410.55	503437	
FUNCTION 4 LLC	155.00	503500	
CRAIG DOMMERT	857.24	503503	
TROY ROBINSON	857.24	503512	
SADIE GUEDRY	857.24	503557	
			3,308.45*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	334.29	503413	
FUNCTION 4 LLC	31.00	503500	
			365.29*
CRIMINAL DISTRICT COURT			
DONALD W. DUESLER & ASSOC.	8,750.00	503316	
MARSHA NORMAND	8,750.00	503341	
KEVIN PAULA SEKALY PC	8,750.00	503353	
KEVIN S. LAINE	4,375.00	503385	
JOHN D WEST	8,750.00	503393	
LANGSTON ADAMS	8,750.00	503424	
KIMBERLY R. BROUSSARD	13,332.00	503450	
JASON ROBERT NICKS	4,375.00	503457	
FUNCTION 4 LLC	62.00	503500	
			65,894.00*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	34.95	503358	
FUNCTION 4 LLC	31.00	503500	
			65.95*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	49.96	503416	
FUNCTION 4 LLC	31.00	503500	
ODP BUSINESS SOLUTIONS, LLC	191.35	503544	
			272.31*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.54	503413	
THOMSON REUTERS-WEST	52.42	503472	
ROBERT TRAPP	120.52	503480	
FUNCTION 4 LLC	31.00	503500	
			206.48*
172ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO. 51	TOTAL 51
STATE BAR OF TEXAS	105.00	503365	
FUNCTION 4 LLC	31.00	503500	
ODP BUSINESS SOLUTIONS, LLC	32.85	503544	168.85*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	1,125.00	503312	
WENDELL RADFORD	1,700.00	503347	
TEXAS CENTER FOR JUDICIARY	75.00	503375	
MIKE VAN ZANDT	8,750.00	503379	
KEVIN S. LAINE	4,375.00	503385	
CHARLES ROJAS	8,750.00	503390	
JOHN D WEST	800.00	503393	
UNITED STATES POSTAL SERVICE	1.61	503413	
JOEL WEBB VAZQUEZ	900.00	503432	
LAURIE PEROZZO	900.00	503455	
JASON ROBERT NICKS	4,375.00	503457	
ALLEN PARKER	8,750.00	503458	
BRITTANIE HOLMES	8,750.00	503467	
MATUSKA LAW FIRM	2,280.00	503478	
FUNCTION 4 LLC	62.00	503500	
MARVIN LEWIS JR	8,750.00	503517	
SUSAN BROWN	118.75	503554	60,462.36*
279TH DISTRICT COURT			
ORGAIN BELL & TUCKER LLP	583.00	503342	
ANITA F. PROVO	1,005.00	503346	
NATHAN REYNOLDS, JR.	330.00	503348	
GERMER PLLC	110.00	503387	
TONYA CONNELL TOUPS	440.00	503446	
REAUD MORGAN & QUINN LLP	55.00	503451	
BRITTANIE HOLMES	550.00	503467	
WILLIAM FORD DISHMAN	110.00	503475	
MATUSKA LAW FIRM	550.00	503478	
FUNCTION 4 LLC	31.00	503500	
JULLIANA REYES	3,476.00	503514	
SHELANDER LAW OFFICE	660.00	503533	7,900.00*
317TH DISTRICT COURT			
WENDELL RADFORD	325.00	503347	
KEVIN S. LAINE	325.00	503385	
UNITED STATES POSTAL SERVICE	.60	503413	
BRITTANIE HOLMES	300.00	503467	
FUNCTION 4 LLC	31.00	503500	
AMAZON CAPITAL SERVICES	124.99	503552	1,106.59*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	31.00	503413	
FUNCTION 4 LLC	31.00	503500	62.00*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	29.91	503413	
FUNCTION 4 LLC	31.00	503500	60.91*
JUSTICE COURT-PCT 2			
KIRKSEY'S SPRINT PRINTING	77.85	503335	
TAC - TEXAS ASSN. OF COUNTIES	70.00	503369	
ODP BUSINESS SOLUTIONS, LLC	43.39	503544	191.24*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	31.00	503500	31.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	34.96	503413	
FUNCTION 4 LLC	31.00	503500	
DIRECTV, LLC	104.71	503537	

NAME	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC	33.11	503544	203.78*
JUSTICE COURT-PCT 7			
MCNEILL INSURANCE AGENCY	71.00	503338	71.00*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	4.56	503413	186.79*
UNITED STATES POSTAL SERVICE	151.23	503414	
FUNCTION 4 LLC	31.00	503500	
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.56	503413	83.47*
SIERRA SPRING WATER CO. - BT	47.91	503415	
FUNCTION 4 LLC	31.00	503500	
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE	300.00	503306	1,564.57*
THOMAS J. BURBANK PC	600.00	503312	
UNITED STATES POSTAL SERVICE	9.13	503413	
SIERRA SPRING WATER CO. - BT	74.44	503415	
LANGSTON ADAMS	250.00	503424	
LAURIE PEROZZO	300.00	503455	
FUNCTION 4 LLC	31.00	503500	
COUNTY COURT AT LAW NO. 3			
A. MARK FAGGARD	350.00	503320	1,587.27*
UNITED STATES POSTAL SERVICE	6.27	503413	
JOEL WEBB VAZQUEZ	250.00	503432	
JARED GILTHORPE	400.00	503481	
LINDSEY SCOTT	300.00	503488	
FUNCTION 4 LLC	31.00	503500	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	503532	
COURT MASTER			
FUNCTION 4 LLC	31.00	503500	31.00*
MEDIATION CENTER			
TEXAS DRC DIRECTOR'S COUNCIL	100.00	503301	582.01*
TEXAS ASSN. OF MEDIATORS	175.00	503373	
TEXAS ASSN. OF MEDIATORS	275.00	503374	
UNITED STATES POSTAL SERVICE	1.01	503413	
FUNCTION 4 LLC	31.00	503500	
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	503500	3,115.68*
PARKER'S BUILDING SUPPLY	2,991.68	503548	
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	38.00	503318	3,115.68*
FAST SIGNS, INC.	18.00	503321	
FED EX	26.12	503323	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,140.00	503332	
CASH ADVANCE ACCOUNT	212.25	503334	
MCNEILL INSURANCE AGENCY	71.00	503338	
NATIONAL SHERIFF'S ASSOCIATION	371.00	503340	
SAM'S WESTERN WEAR, INC.	81.55	503350	
AT&T	46.05	503364	
UNITED STATES POSTAL SERVICE	488.14	503413	
RITA HURT	550.00	503462	
GALLS LLC	716.07	503487	
3L PRINTING COMPANY	70.00	503492	
FUNCTION 4 LLC	310.00	503500	
VECTOR SECURITY	138.12	503501	
ODP BUSINESS SOLUTIONS, LLC	349.65	503544	

NAME	AMOUNT	CHECK NO.	TOTAL
AMAZON CAPITAL SERVICES	9.99	503552	
BEAUMONT OCCUPATIONAL SERVICES	767.50	503558	5,403.44*
CRIME LABORATORY			
ASCLD	150.00	503299	
AGILENT TECHNOLOGIES	702.28	503307	
FED EX	25.26	503324	
HENRY SCHEIN, INC.	154.79	503352	
SOUTHEAST TEXAS WATER	79.90	503360	
THERMAL SCIENTIFIC, INC.	279.76	503378	
CERILLIANT	400.60	503425	
EMILY ESQUIVEL	218.47	503430	
LIPOMED	48.80	503459	
MATERA PAPER COMPANY INC	134.94	503471	
STEVE MAYES	445.60	503484	
FUNCTION 4 LLC	31.00	503500	
VECTOR SECURITY	190.11	503501	
ODP BUSINESS SOLUTIONS, LLC	108.60	503544	
BAK GLOBAL LLC	100.00	503555	3,070.11*
JAIL - NO. 2			
BOB BARKER CO., INC.	1,361.39	503309	
BELL FENCE MFG. CO.	925.38	503311	
COBURN SUPPLY COMPANY INC	568.48	503314	
ECOLAB	598.66	503317	
ENTERGY	43,523.16	503326	
JACK BROOKS REGIONAL AIRPORT	1,161.94	503333	
M&D SUPPLY	337.64	503337	
OVERHEAD DOOR CO.	254.25	503343	
SHERWIN-WILLIAMS	245.44	503355	
WHOLESALE ELECTRIC SUPPLY CO.	130.00	503381	
NORTH SHORE SUPPLY COMPANY	110.00	503429	
INTERCONTINENTAL JET CORP	3,153.00	503434	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	380.00	503452	
WORLD FUEL SERVICES	5,989.25	503456	
ONSITE AVIONICS LLC	1,066.50	503483	
GALLS LLC	519.78	503487	
PEPPERBALL	395.00	503495	
FUNCTION 4 LLC	217.00	503500	
CORRHEALTH PLLC	382,992.66	503509	
MOORE-ALL TEX SUPPLY	57.50	503511	
LASALLE CORRECTIONS VI LLC	120,075.00	503516	
TRINITY SERVICES GROUP INC	52,688.80	503521	
AIR EVAC EMS INC	28,442.15	503525	
ODP BUSINESS SOLUTIONS, LLC	719.98	503544	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	113.99	503547	646,026.95*
JUVENILE PROBATION DEPT.			
WILLIE DAVIS	171.61	503304	
CHERYL TARVER	117.90	503382	
CDW COMPUTER CENTERS, INC.	490.27	503386	
UNITED STATES POSTAL SERVICE	3.69	503413	
SUMMER HERRINGTON	155.00	503426	
ROXANA MITCHELL	517.45	503490	
FUNCTION 4 LLC	93.00	503500	
SHERONDA LEE	74.02	503505	
EDWIN JAY FRANK	192.57	503510	
BRENDA WOOD	132.97	503531	
TY-JUNEA JONES	26.86	503535	
NICOLE BONSALE	104.80	503553	2,080.14*
JUVENILE DETENTION HOME			
ENTERGY	5,204.63	503326	
FUNCTION 4 LLC	31.00	503500	5,235.63*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	65.00	503413	
FUNCTION 4 LLC	31.00	503500	

NAME	AMOUNT	CHECK NO.	TOTAL
GOT YOU COVERED WORK WEAR & UNIFORM	1,016.55	503538	1,112.55*
CONSTABLE-PCT 2			
TAC - TEXAS ASSN. OF COUNTIES	115.00	503367	
TAC - TEXAS ASSN. OF COUNTIES	275.00	503370	390.00*
CONSTABLE-PCT 4			
DISH NETWORK	82.36	503441	
FUNCTION 4 LLC	31.00	503500	113.36*
CONSTABLE-PCT 6			
TAC - TEXAS ASSN. OF COUNTIES	250.00	503368	
UNITED STATES POSTAL SERVICE	16.72	503413	
FUNCTION 4 LLC	31.00	503500	297.72*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	503500	
STEALTH MODE THREE LLC	245.68	503549	276.68*
COUNTY MORGUE			
SALAM INTERNATIONAL, INC	3,400.12	503392	3,400.12*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC	31.00	503500	31.00*
HEALTH AND WELFARE NO. 1			
CLAYBAR HAVEN OF REST	7,625.00	503411	
UNITED STATES POSTAL SERVICE	45.46	503413	
SIERRA SPRING WATER CO. - BT	76.93	503419	
4IMPRINT, INC.	310.42	503421	
FUNCTION 4 LLC	62.00	503500	
NUANCE COMMUNICATIONS, INC	118.50	503520	
EZEA D EDE MD	3,140.91	503529	11,379.22*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	40.00	503313	
ENERGY	70.00	503328	
HANNAH FUNERAL HOME, INC.	1,500.00	503329	
LEVINGSTON FUNERAL HOME	1,500.00	503336	
MCKESSON MEDICAL-SURGICAL INC	193.15	503388	
CLAYBAR HAVEN OF REST	7,625.00	503411	
UNITED STATES POSTAL SERVICE	203.19	503414	
SIERRA SPRING WATER CO. - BT	44.96	503420	
4IMPRINT, INC.	310.41	503421	
AMERICAN CORP SERVICES OF TEXAS INC	136.25	503447	
HEB CREDIT RECEIVABLES DEPT 308	14.28	503448	
FUNCTION 4 LLC	62.00	503500	
NUANCE COMMUNICATIONS, INC	118.50	503520	
SUSAN ANAYA	25.28	503527	
EZEA D EDE MD	3,140.91	503529	14,983.93*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	503500	31.00*
CHILD WELFARE UNIT			
J.C. PENNEY'S	6,431.45	503422	
ROSS DRESS FOR LESS, INC.	3,865.61	503439	
BEAUMONT OCCUPATIONAL SERVICES	236.75	503558	10,533.81*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	31.00	503500	31.00*
INDIGENT MEDICAL SERVICES			

NAME	AMOUNT	CHECK NO. 55	TOTAL
CARDINAL HEALTH 110 INC	32,492.91	503473	
TDS OPERATING INC	160.74	503508	
			32,653.65*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - LANDFILL	41.50	503308	
W.W. GRAINGER, INC.	269.40	503325	
SANITARY SUPPLY, INC.	1,453.46	503351	
ACE IMAGEWEAR	223.12	503354	
S.E. TEXAS BUILDING SERVICE	25,381.80	503357	
AT&T	688.18	503364	
TEXAS DEPT OF LICENSING & REFLECTIONS	120.00	503377	
	94.00	503391	
UNITED STATES POSTAL SERVICE	1.74	503413	
AT&T GLOBAL SERVICES	6,207.57	503428	
CENTERPOINT ENERGY RESOURCES CORP	17,312.42	503435	
FUNCTION 4 LLC	31.00	503500	
AUTOMATED LOGIC CONTRACTING SRV, INC	1,445.00	503519	
VISUAL EDGE IT	836.00	503551	
			54,105.19*
MAINTENANCE-PORT ARTHUR			
FUNCTION 4 LLC	93.00	503500	
VECTOR SECURITY	134.85	503501	
			227.85*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	29.74	503349	
ACE IMAGEWEAR	39.54	503354	
W. JEFFERSON COUNTY M.W.D.	47.76	503380	
FUNCTION 4 LLC	31.00	503500	
JEFF POPE	1,350.00	503550	
			1,498.04*
SERVICE CENTER			
ACTION AUTO GLASS	584.38	503303	
SPIDLE & SPIDLE	11,184.16	503305	
HI-LINE	19.50	503330	
J.K. CHEVROLET CO.	148.12	503331	
THE MUFFLER SHOP	112.00	503339	
PHILPOTT MOTORS, INC.	258.05	503344	
JEFFERSON CTY. TAX OFFICE	7.50	503395	
JEFFERSON CTY. TAX OFFICE	7.50	503396	
JEFFERSON CTY. TAX OFFICE	7.50	503397	
JEFFERSON CTY. TAX OFFICE	7.50	503398	
JEFFERSON CTY. TAX OFFICE	7.50	503399	
JEFFERSON CTY. TAX OFFICE	7.50	503400	
JEFFERSON CTY. TAX OFFICE	7.50	503401	
JEFFERSON CTY. TAX OFFICE	7.50	503402	
JEFFERSON CTY. TAX OFFICE	7.50	503403	
JEFFERSON CTY. TAX OFFICE	7.50	503404	
JEFFERSON CTY. TAX OFFICE	7.50	503405	
JEFFERSON CTY. TAX OFFICE	7.50	503406	
BUMPER TO BUMPER	177.76	503433	
ROBERT'S TEXACO XPRESS LUBE	63.00	503449	
SPANKY'S WRECKER SERVICE INC	315.00	503465	
ADVANCE AUTO PARTS	168.83	503468	
CINTAS CORPORATION	51.24	503494	
FUNCTION 4 LLC	31.00	503500	
THE GOODYEAR TIRE & RUBBER COMPANY	4,548.39	503515	
MUNRO'S UNIFORM SERVICES, LLC	338.45	503545	
			18,089.88*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	10.45	503413	
FUNCTION 4 LLC	62.00	503500	
			72.45*
			988,804.17**
MOSQUITO CONTROL FUND			
FUNCTION 4 LLC	31.00	503500	
CHARTER COMMUNICATIONS	74.92	503542	
AERO PERFORMANCE	878.42	503546	
			984.34**
FEMA EMERGENCY			

NAME	AMOUNT	CHECK NO.	TOTAL
OLDCASTLE MATERIALS TEXAS INC	32,670.00	503506	
TIDAL BASIN GOVERNMENT CONSULTING	4,070.00	503530	
			36,740.00**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	503500	
			31.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,168.00	503526	
			1,168.00**
SECURITY FEE FUND			
IDENTISYS	148.36	503443	
ALLIED UNIVERSAL SECURITY SERVICES	8,991.00	503524	
			9,139.36**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,484.00	503472	
FUNCTION 4 LLC	31.00	503500	
			2,515.00**
EMPG GRANT			
FAST SIGNS, INC.	57.00	503321	
SOUTHEAST TEXAS WATER	21.45	503363	
FUNCTION 4 LLC	31.00	503500	
			109.45**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	65.37	503410	
			65.37**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	2,872.87	503334	
UNITED STATES POSTAL SERVICE	62.58	503413	
UNITED STATES POSTAL SERVICE	108.60	503414	
REDWOOD TOXICOLOGY LABORATORY, INC	236.55	503442	
JCCSC	230.00	503460	
FUNCTION 4 LLC	62.00	503500	
ODP BUSINESS SOLUTIONS, LLC	952.46	503544	
BAK GLOBAL LLC	150.00	503555	
			4,675.06**
COMMUNITY CORRECTIONS PRG			
CASH ADVANCE ACCOUNT	463.08	503334	
M&D SUPPLY	15.16	503337	
FUNCTION 4 LLC	31.00	503500	
			509.24**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	503500	
			31.00**
SHERIFF'S TRAINING GRANT			
ENTERPRISE RENT A CAR COMPANY	716.00	503482	
			716.00**
LAW OFFICER TRAINING GRT			
ENTERGY	299.32	503326	
PRINT JUNKIES INK	1,626.00	503486	
			1,925.32**
COUNTY CLERK - RECORD MGT			
TYLER TECHNOLOGIES INC	59,773.00	503523	
			59,773.00**
HOTEL OCCUPANCY TAX FUND			
AT&T	97.66	503364	
FUNCTION 4 LLC	31.00	503500	
			128.66**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	503500	
			62.00**
CAPITAL PROJECTS FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERPRISE SYSTEMS CORPORATION	299,344.53	503479	
COLLINS ENGINEERS, INC	1,112.50	503539	
SITEK OMNI SERVICES LLC	7,400.00	503556	
			307,857.03**
AIRPORT FUND			
ENTERGY	1,083.44	503327	
DISH NETWORK	115.37	503440	
FUNCTION 4 LLC	62.00	503500	
ODP BUSINESS SOLUTIONS, LLC	179.53	503544	
			1,440.34**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	115,424.49	503504	
NEUROMUSCULAR CORPORATE SOLUTIONS	18,750.00	503518	
			134,174.49**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	21,195.00	503436	
			21,195.00**
SHERIFF'S FORFEITURE FUND			
SAM'S CLUB DIRECT	1,498.00	503466	
LAKE COUNTRY CHEVROLET, INC.	45,604.50	503513	
			47,102.50**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	200.00	503559	
			200.00**
ARPA CORONAVIRUS RECOVERY			
TIDAL BASIN GOVERNMENT CONSULTING	3,515.00	503530	
			3,515.00**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	5,610.00	503530	
			5,610.00**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	417.86	503333	
RITTER @ HOME	298.45	503349	
SUN COAST RESOURCES, INC.	13,147.67	503366	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	503389	
VERIZON WIRELESS	75.98	503408	
SIERRA SPRING WATER CO. - BT	185.87	503418	
THE DINGO GROUP-PETE JØRGENSEN MARI	625.26	503445	
SAM'S CLUB DIRECT	478.98	503466	
VECTOR SECURITY	49.45	503501	
			15,339.52**
SHERIFF - COMMISSARY			
SKYHELM LLC	42,317.17	503507	
			42,317.17**
			1,758,391.28***

Lease No: 34098
Dealer Id: 3922
Div/Dir No: Chevrolet/30301

CONSENT AND AGREEMENT OF LAND OWNER

The undersigned, who is the owner of the land described in the attached Dealership Identification Lease Agreement between GM-DI LEASING CORPORATION, as Lessor, and JK CHEVROLET, as Lessee, hereby consents to the installation, maintenance, operation and removal of the sign(s) to be installed pursuant to said Lease.

The undersigned further acknowledges that the aforesaid sign(s) are the property of GM-DI LEASING CORPORATION and agrees that, in the event of termination or expiration of said Lease or any extension or renewal thereof, GM-DI LEASING CORPORATION may at any time thereafter enter upon and remove from the premises all of the sign(s) installed pursuant to said Lease. It is further acknowledged by the undersigned that Lessor's only obligations upon any such removal of sign(s) shall be those described in the attached Lease and General Provisions.

IN WITNESS WHEREOF, the Owner, on behalf of itself and its successors and assigns, has signed and sealed this instrument

this _____ day of _____, 20__.

JEFFERSON COUNTY

(Name of Landowner Company or Individual)

In the presence of: (Two Witnesses)

(Witness 1)

(Witness 2)

BY _____

[Handwritten Signature]
(Authorized Signature)

ATTEST *[Handwritten Signature]*

DATE 2/14/23

Title COUNTY JUDGE

NAME: JEFF R. BRANICK

(Please Print or Type)

ADDRESS: 1149 PEARL, 4th Floor
BEAUMONT, TX 77701

TELEPHONE NO: 409-835-8465

STATE OF _____

ss.

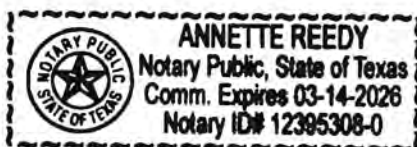
COUNTY OF _____

The foregoing instrument was acknowledged before me this 14th day of Feb A.D. 2023
by Jeff R Branick

Notary Public, Annette Reedy County, Jefferson

My Commission Expires: 3-14-2026

Annette Reedy
Notary seal or stamp



GM-DI LEASING CORPORATION

January 30, 2023

LOUIS TURNER
JK CHEVROLET
1451 HWY 69 N
NEDERLAND, Texas 77627-8017

Dear LOUIS TURNER,

Enclosed is the original and one (1) copy of the General Motors Dealer Identification Leasing Corporation Relocation Lease Agreement.

Please pay particular attention to the following:

Paragraph 1 - Please type or print the state in which your dealership is incorporated and the principal address of the Corporation.

Paragraph 2 - Please check whether you occupy the real estate as the Owner or a Tenant. If you do not own the land and building free and clear, the signature of all 'interest holders' (i.e. fee title holder, land contract vendor, primary lessor, first mortgagee, holder of a first deed of trust, or any/all other person(s) holding an interest in Lessee's dealership premises) must be affixed to the Consent and Agreement of Land Owner form attached herewith. If you do own the land and building free and clear, no form is required.

Please sign the original and one (1) copy of the Lease Agreement where indicated in the presence of two witnesses, along with proper attestation. Also, insert the date of execution in the space provided. When this has been accomplished, please return the original and one (1) copy to Architectural Graphics Inc., 2820 Crusader Circle, Virginia Beach, VA 23453 for execution on behalf of GM-DI Leasing Corporation.

Upon receipt of the signed documents by GM-DI, an order for your signs will be placed with Architectural Graphics Inc. A fully executed copy will be returned to you for your files. If you have any questions, please do not hesitate to call: 844-511-7565.

Sincerely,



Rebecca Schleip
Regional Coordinator

Enclosures
C: Chevrolet
File - DID 3922



GENERAL MOTORS LLC

GM-DI Leasing LLC

**ELECTRICAL REQUIREMENTS FOR THE INSTALLATION (OR RELOCATION)
OF YOUR GM-DI GROUND MOUNTED/FREE- STANDING POLE SIGNS**

DEALER RESPONSIBILITY:

Dealer will provide required power from the POWER SOURCE (facility circuit panel or a remote circuit panel) to the POINT OF CONNECTION (within 10 ft. of the proposed sign location) for energizing the sign, per provided specifications.

Dealer will obtain all permits, inspections and approvals required to install electrical service from the POWER SOURCE to the POINT OF CONNECTION.

All electrical provisions and installations must conform to the specification of NEMA, National Electrical Code, Underwriters Laboratories, GM-DI specifications, and all federal, state and local codes, ordinances and regulations. GM-DI requires that the sign be installed 10 ft. (minimum distance) from power lines; however, local requirements may increase this distance based on power line voltage.

All circuitry, installation and materials must comply with GM-DI specifications in order to accommodate ground mounted signage as indicated in the "Exhibit O – Electrical Responsibilities for your new Dealership Identification Signs."

GM-DI RESPONSIBILITY:

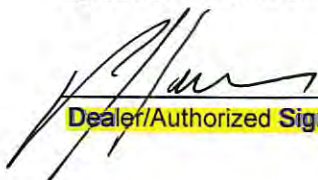
GM-DI will provide the electrical from the sign to the dealer-supplied POINT OF CONNECTION (not to exceed 10 ft.).

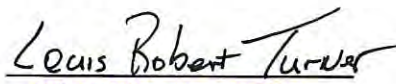
GM-DI will not warranty dealer-supplied wiring.

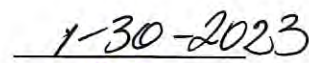
I understand these requirements and have received my **DEALER COPY** of "Electrical Responsibilities for your new Dealership Identification Signs" which is a part of the Lease Agreement with GM-DI.

I understand all electrical installation to within 10 ft. of the sign location is my responsibility and will not be warranted by GM-DI. I further understand that I must provide the proper circuitry, installation and materials as per GM-DI specifications.

I acknowledge that at my request, GM-DI may install non-illuminated signs at my dealership. I understand that the non-illuminated signs are installed without any exterior electrical circuitry. In the event that nonilluminated signs are installed at my dealership, I understand they must remain non-illuminated and agree not to establish electrical power to the sign(s).


 Dealer/Authorized Signature


 Printed Name and Title
 President


 Date

Relocation of Sign

AMENDMENT TO DEALERSHIP IDENTIFICATION LEASE AGREEMENT

Lease No: 34098
Dealer Id: 3922
Div/Dlr No: Chevrolet/30301

THIS AGREEMENT, made this 30th day of January, 2023, between GM-DI LEASING CORPORATION, a Delaware corporation, with its principal address at Renaissance Center P.O. Box 100, Detroit, Michigan, 48265, hereinafter referred to as Lessor, and JK CHEVROLET a Delaware corporation, with its principal address at 1451 Hwy 69 North Nederland, Tx 77627, hereinafter referred to as Lessee,

WITNESSETH:

That the Original Dealership Identification Lease Agreement (the 'Lease') between the parties hereto covering the furnishing, installation and maintenance of dealership identification sign(s) upon real estate in the possession of the Lessee herein as () Owner (X) Tenant in the City of NEDERLAND, County of JEFFERSON, and State of Texas is amended as follows:

- 1. Lessee has requested and Lessor is agreeable to relocating those existing sign(s) as shown on Exhibit "A" to the new location(s) shown on Exhibit "B" which relocated address is 1451 HWY 69 N, NEDERLAND, Texas. Exhibits "A" and "B" are attached hereto and made a part hereof.
- 2. Lessee agrees to reimburse Lessor for all extraordinary costs and expenses incurred by Lessor in effecting the authorized relocation of such sign(s). Lessee shall also reimburse Lessor for all costs and expenses incurred by Lessor in effecting the unauthorized relocation of such signs. Lessee hereby authorizes Lessor to charge Lessee's Open Parts Account with General Motors Corporation.
- 3. If the real estate upon which the relocated sign(s) will be located is not owned by Lessee herein, the owner of the land must sign the Consent and Agreement of Land Owner attached hereto and made a part hereof.


Except as amended, said original Dealership Identification Lease Agreement is in all respects ratified and confirmed.

IN WITNESS WHEREOF, the Lessor has signed and sealed this instrument _____ day _____, _____ and the Lessee has signed and sealed this instrument this 30th day JANUARY, 2023

GM-DI LEASING CORPORATION
In the presence of:

BY _____ Vice President

JK CHEVROLET
In the presence of:

BY  President

ATTEST  Secretary



Witness 1



Witness 2

Prepared by Rebecca Schleip

CAM 1 / CAM 2



GENERAL MOTORS LLC

GM-DI Leasing LLC

ELECTRICAL REQUIREMENTS FOR THE INSTALLATION (OR RELOCATION) OF YOUR GM-DI GROUND MOUNTED/FREE- STANDING POLE SIGNS

DEALER RESPONSIBILITY:

Dealer will provide required power from the POWER SOURCE (facility circuit panel or a remote circuit panel) to the POINT OF CONNECTION (within 10 ft. of the proposed sign location) for energizing the sign, per provided specifications.

Dealer will obtain all permits, inspections and approvals required to install electrical service from the POWER SOURCE to the POINT OF CONNECTION.

All electrical provisions and installations must conform to the specification of NEMA, National Electrical Code, Underwriters Laboratories, GM-DI specifications, and all federal, state and local codes, ordinances and regulations. GM-DI requires that the sign be installed 10 ft. (minimum distance) from power lines; however, local requirements may increase this distance based on power line voltage.

All circuitry, installation and materials must comply with GM-DI specifications in order to accommodate ground mounted signage as indicated in the "Exhibit O – Electrical Responsibilities for your new Dealership Identification Signs."

GM-DI RESPONSIBILITY:


GM-DI will provide the electrical from the sign to the dealer-supplied POINT OF CONNECTION (not to exceed 10 ft.).

GM-DI will not warranty dealer-supplied wiring.

I understand these requirements and have received my DEALER COPY of "Electrical Responsibilities for your new Dealership Identification Signs" which is a part of the Lease Agreement with GM-DI.

I understand all electrical installation to within 10 ft. of the sign location is my responsibility and will not be warranted by GM-DI. I further understand that I must provide the proper circuitry, installation and materials as per GM-DI specifications.

I acknowledge that at my request, GM-DI may install non-illuminated signs at my dealership. I understand that the non-illuminated signs are installed without any exterior electrical circuitry. In the event that nonilluminated signs are installed at my dealership, I understand they must remain non-illuminated and agree not to establish electrical power to the sign(s).


Dealer/Authorized Signature

Louis Robert Turner
Printed Name and Title
President

1-30-2023
Date

Relocation of Sign

AMENDMENT TO DEALERSHIP IDENTIFICATION LEASE AGREEMENT

Lease No: 34098
Dealer Id: 3922
Div/Dlr No: Chevrolet/30301

THIS AGREEMENT, made this 30th day of January, 2023, between GM-DI LEASING CORPORATION, a Delaware corporation, with its principal address at Renaissance Center P.O. Box 100, Detroit, Michigan, 48265, hereinafter referred to as Lessor, and JK CHEVROLET a Delaware corporation, with its principal address at 1451 Hwy 69 North, Nederland, Tx 77627, hereinafter referred to as Lessee,

WITNESSETH:

That the Original Dealership Identification Lease Agreement (the 'Lease') between the parties hereto covering the furnishing, installation and maintenance of dealership identification sign(s) upon real estate in the possession of the Lessee herein as () Owner (X) Tenant in the City of NEDERLAND, County of JEFFERSON, and State of Texas is amended as follows:

- 1. Lessee has requested and Lessor is agreeable to relocating those existing sign(s) as shown on Exhibit "A" to the new location(s) shown on Exhibit "B" which relocated address is 1451 HWY 69 N, NEDERLAND, Texas. Exhibits "A" and "B" are attached hereto and made a part hereof.
- 2. Lessee agrees to reimburse Lessor for all extraordinary costs and expenses incurred by Lessor in effecting the authorized relocation of such sign(s). Lessee shall also reimburse Lessor for all costs and expenses incurred by Lessor in effecting the unauthorized relocation of such signs. Lessee hereby authorizes Lessor to charge Lessee's Open Parts Account with General Motors Corporation.
- 3. If the real estate upon which the relocated sign(s) will be located is not owned by Lessee herein, the owner of the land must sign the Consent and Agreement of Land Owner attached hereto and made a part hereof.

Except as amended, said original Dealership Identification Lease Agreement is in all respects ratified and confirmed.

IN WITNESS WHEREOF, the Lessor has signed and sealed this instrument _____ day _____, _____ and the Lessee has signed and sealed this instrument this 30th day January, 2023

GM-DI LEASING CORPORATION
In the presence of:

Customer Account Manager

BY _____
Vice President

JK CHEVROLET
In the presence of:

Jane Hendricks

Witness 1

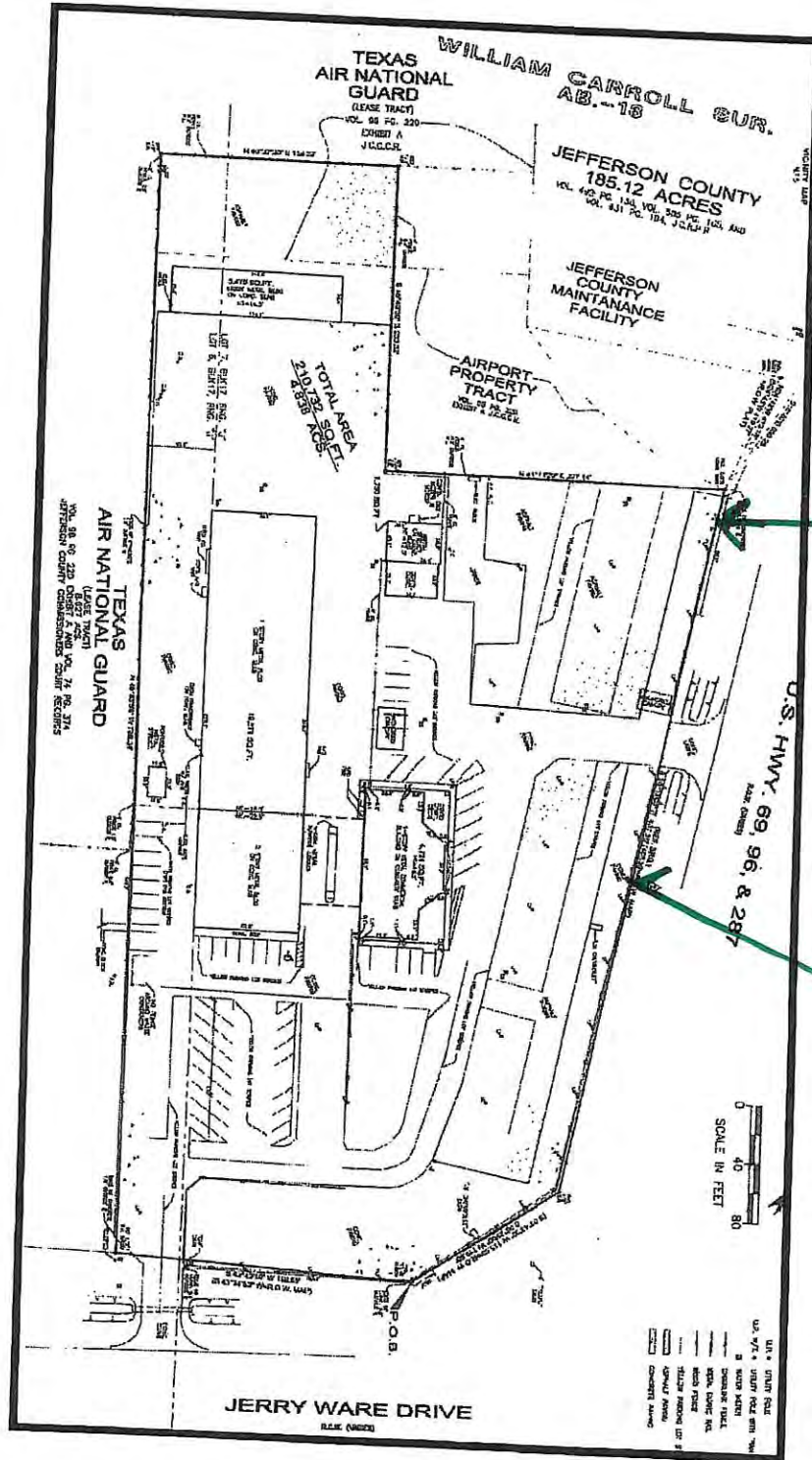
Witness 2

BY _____
President
ATTEST _____
Secretary

Prepared by Rebecca Schleip

CAM 1 / CAM 2

EXHIBIT "A"



PROPOSED SIGN
LOCATION
P137
USED CERTIFIC
CAR BRAVO

EXISTING
CHEVY SIGN
REMAINS

PFAS & AFFF LEGAL REPRESENTATION AGREEMENT
(AGREEMENT)

CLIENT

JEFFERSON COUNTY, Texas

A. Scope and Purpose of Representation

1.1 JEFFERSON COUNTY, TEXAS (“CLIENT”) hires the law firms of EILAND & BONNIN, BARON & BUDD, COSSICH, SUMICH, PARSIOLO & TAYLOR as CO-LEAD COUNSEL in the investigation and prosecution of a lawsuit arising under the laws of the State of Texas to be filed against manufacturers, designers, marketers, distributors, formulators, promoters, and/or sellers of firefighting foam products (known as “aqueous film-forming foam”) or “AFFF” and/or other products containing perfluoroalkyl substances (“PFAS”) including PFOS (perfluorooctane sulfonic acid) and PFOA (perfluorooctanic acid), and related compounds (collectively, “Defendants”). Attorneys will provide legal services to recover damages, compensation, and other relief to which Client may be entitled to recover from Defendants.

1.2 LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

1.3 CLIENT hereby retains and employs CO-LEAD COUNSEL. Jefferson County Commissioners Court has, by its approval of this Agreement, found that CLIENT has a substantial need for these legal services which cannot be adequately performed by the attorneys of CLIENT or other government attorneys, nor, because of the nature of the matter for which services will be obtained, can they be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.

1.4 CLIENT hereby authorizes and directs CO-LEAD COUNSEL to handle the Representation and to take all actions necessary to prosecute and assist in the prosecution of the ongoing case or any new or additional case(s) on behalf of CLIENT against Defendants. In the Representation, CO-LEAD COUNSEL may seek necessary and appropriate injunctive relief, damages, civil penalties, costs and attorney’s fees, and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law.

1.5 CLIENT has already authorized the filing of a suit or suits against Defendants and

has determined pursuant to Tex. Loc. Gov't Code § 262.024(a)(4) that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence and the services of CO-LEAD COUNSEL are being retained pursuant to all applicable law.

1.6 The term of this Agreement shall end after the conclusion of the Representation unless either party extends or terminates this Agreement in accordance with its provisions.

1.7 CLIENT is hiring as CO-LEAD COUNSEL the law firms of EILAND & BONNIN, BARON & BUDD, COSSICH, SUMICH, PARSIOLO & TAYLOR. The firms will share equally in the responsibilities and decisions in the legal representation of CLIENT and will also share in any fees and costs. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney. CO-LEAD COUNSEL and ASSOCIATED COUNSEL agree to perform necessary legal work with reference to the Representation.

1.8 To enable CO-LEAD COUNSEL to provide effective representation, CLIENT agrees to do the following: (1) disclose to CO-LEAD COUNSEL, fully and accurately and on a timely basis, all facts and documents within CLIENT'S knowledge that are or might be material, or that CO-LEAD COUNSEL may request, (2) keep CO-LEAD COUNSEL apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with CO-LEAD COUNSEL. Finally, if Client has any concern or problem with CO-LEAD COUNSEL, their attorneys or employees at any time, CLIENT agrees to immediately tell the primary attorney of each law firm about any concerns or problems and not wait until a later time.

1.9 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other parties, unless otherwise authorized in this Agreement.

1.10 The person or entity that CO-LEAD COUNSEL represents is Jefferson County, Texas and CO-LEAD COUNSELS' attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, CO-LEAD COUNSEL will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associated with CO- LEAD COUNSEL working on Representation. Such disclosure shall be made to Kathleen M. Kennedy, Chief Civil Attorney for the Jefferson County District Attorney's Office.

Client designates Kathleen M. Kennedy, Chief Civil Attorney for the Jefferson County District Attorney's Office, as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.

1.11 It is understood and agreed that CO-LEAD COUNSELS' engagement is limited to the Representation. CO-LEAD COUNSEL is not being retained as general counsel, and CO-LEAD COUNSELS' acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this Agreement.

1.12 Any expressions on CO-LEAD COUNSELS' part concerning the outcome of the Representation, or any other legal matters, are based on CO-LEAD COUNSELS' professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by CO-LEAD COUNSELS' knowledge of the facts and are based on CO-LEAD COUNSELS' views of the state of the law at the time they are expressed. CO-LEAD COUNSEL has made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

1.13 After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT'S future rights and liabilities in regard to the Representation. Unless CO-LEAD COUNSEL is actually engaged after the completion of the Representation to provide additional advice on such issues, CO-LEAD COUNSEL has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the continuing obligations set out in this Agreement.

1.14 At the conclusion of the Representation, CO-LEAD COUNSEL will return to CLIENT any documents that COUNSEL is specifically requested to return. As to any documents so returned, CO-LEAD COUNSEL may elect to keep a copy of the documents in COUNSEL'S stored files. CLIENT owns all final work product generated from the Representation.

1.15 Any notice required or permitted to be given by CLIENT to CO-LEAD COUNSEL hereunder may be given by e-mail and hand delivery, facsimile or certified United States Mail, postage prepaid, return receipt requested, addressed to:

A Craig Eiland
Eiland & Bonnin, PC
1220 Colorado St. Suite 300
Austin, TX 78701
409.763.3260 (phone)
713.513.5211 (e-fax)
ceiland@eilandlaw.com

Carla Burke Pickrel
Baron & Budd, P.C.
3102 Oak Lawn Avenue, Ste. 1100
Dallas, Texas 75219
214-520-1181
cburkepickrel@baronbudd.com

Brandon Taylor
 Cossich, Sumich, Parsiola & Taylor
 8397 Highway 23, Suite 100
 Belle Chasse, LA 70037
 (504) 394-9000

1.16 Any notice required or permitted to be given by CO-LEAD COUNSEL to CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Kathleen M. Kennedy
 Jefferson County District Attorney's Office
 1085 Pearl Street, Suite 300
 Beaumont, Texas 77701
 409-835-8550 Telephone
 409-784-5893 Facsimile
Kathleen.kennedy@jeffcotx.us

1.17 Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

1.18 CO-LEAD COUNSEL affirmatively consents to the disclosure of its email addresses that are provided to CLIENT. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to email addresses provided by CO-LEAD COUNSEL and agents acting on CO-LEAD COUNSEL'S behalf and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.

1.19 It is expressly understood that CO-LEAD COUNSEL has no authority to settle or otherwise compromise the position of the CLIENT or any of its officers. The Jefferson County Commissioners' Court retain all authority to settle the case.

1.20 Nothing herein shall be construed as creating any personal liability on the part of officer, agent, employee or elected official of CLIENT.

1.21 CO-LEAD COUNSEL shall provide CLIENT's designee with reports on the status of the Representation as requested by CLIENT. No settlement of any claim, suit, or proceeding shall be entered into without the approval of the Jefferson County Commissioners' Court

1.22 CO-LEAD COUNSEL and ASSOCIATED COUNSEL will share any legal fees as follows:

EILAND & BONNIN, PC	20 %
BARON & BUDD. LLP	40 %
COSSICH, SUMICH, PARSIOLA & TAYLOR	40%

1.23 The basis for this division of legal fees will be “joint responsibility,” as that term is defined in Rule 1.04, Texas Disciplinary Rules of Professional Conduct, and its official comments (i.e., a “joint responsibility” attorney or law firm may not have an active role in representing client but does have some obligations described in the Rule and its comments). CLIENT consents to this sharing or division of legal fees between/among these identified law firms and the basis described.

1.24 No actions and/or disputes between or amongst CO-LEAD COUNSEL and ASSOCIATED COUNSEL will affect CLIENT’S recovery, nor will it give rise to any liability on the part of CLIENT.

B. Counsel’s Fees and Expenses if Subchapter C, Chapter 2254 of the Texas Government Code Applies to this Agreement

2.0 Consideration of the legal services to be provided to CLIENT by CO-LEAD COUNSEL, CLIENT hereby assigns and grants unto CO-LEAD COUNSEL attorney’s fees equal to thirty-five percent (35%) of the gross recovery *for attorney fees and expenses*.

A. “Gross recovery” means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. “Gross recovery” shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney’s fees recovered by Client as part of any cause of action that provides a basis for such an award. “Gross recovery” may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action. If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value.

B. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorneys’ fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys’ fee. If there are insufficient funds to pay the Attorneys’ fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services

rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed 35% of the gross recovery for attorney fees and expenses as defined in this Agreement. **If there is no recovery by Client, no fee will be due to Attorneys.**

2.1 CO-LEAD COUNSEL agree to advance the expenses of litigation determined by CO-LEAD COUNSEL, together, to be reasonable and necessary. ***Any and all expenses will be paid by CO-LEAD COUNSEL as a part of the thirty-five percent (35%) fee and will not be reimbursed by CLIENT.***

2.2 **TEX. GOV'T CODE § 2254.104(a):** CO-LEAD COUNSEL shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract.

2.3 **TEX. GOV'T CODE § 2254.104(b):** CO-LEAD COUNSEL shall permit the governing body or governing officer of the state governmental entity, the attorney general, or other officials as appropriate, to inspect or obtain copies of the time and expense records at any time on request.

2.4 **TEX. GOV'T CODE § 2254.104(c):** On conclusion of the matter for which legal services were obtained, CO-LEAD COUNSEL shall provide CLIENT with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows CO-LEAD COUNSEL's computation of the amount of the contingent fee and contains the final complete time and expense records required above.

2.5 **TEX. GOV'T CODE § 2254.104(d):** All time and expense records kept in accordance with Section 3.05 are public information subject to required disclosure under Chapter 552 of the Texas Government Code. Information contained in the time and expense records may be withheld from a member of the public under TEX. GOV'T CODE § 552.103 only if, in addition to meeting the requirements of Section 552.103, the chief legal officer or employee of the state governmental entity determines that withholding the information is necessary to protect the entity's strategy or position in pending or reasonably anticipated litigation. Information withheld from public disclosure under this subsection shall be segregated from information that is subject to required public disclosures.

2.6 **TEX. GOV'T CODE § 2254.105(1):** Any contingency fee due hereunder is to be computed by multiplying CLIENT'S gross recovery times thirty-five (35%) percent, subject to the limitations on the amount of such fee as provided in Chapter 2254, Subchapter C of the Texas Government Code.

2.7 **TEX. GOV'T CODE § 2254.105(2):** The contingent fee is thirty-five percent (35%) of the gross recovery regardless of whether the matter is settled, tried, or tried and appealed.

2.8 **TEX. GOV'T CODE § 2254.105(3):** Any and all expenses will be paid by CO-LEAD COUNSEL as a part of the thirty-five percent (35%) fee and will not be reimbursed by CLIENT.

2.9 **TEX. GOV'T CODE § 2254.105(4):** Any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm is an expense subject to reimbursement only in accordance with Subchapter C, Chapter 2254 of the Texas Government Code.

2.10 **TEX. GOV'T CODE § 2254.105(5):** The amount of the contingent fee under the Agreement will be paid and limited in accordance with Subchapter C, Chapter 2254 of the Texas Government Code and other applicable sections.

2.11 **TEX. GOV'T CODE § 2254.106(a):** The reasonable hourly rate for work performed by an attorney, law clerk, or paralegal who will perform legal or support services under the contract based on the reasonable and customary rate in the relevant locality for the type of work performed and on the relevant experience, demonstrated ability, and standard hourly billing rate, if any, of the person performing the work shall be:

a.	A CRAIG EILAND	\$1,000
b.	CARLA BURKE PICKREL	\$1,000
c.	BRANDON TAYLOR	\$1,000
d.	Jason Julius	\$800
e.	Brett Land	\$800
f.	Cary McDougal	\$1,000
g.	Scott Summy	\$1,000
h.	Celeste Evangelisti	\$1,000
i.	David Bonnin	\$ 900

Other attorneys employed or subcontracted by CO-LEAD COUNSEL or ASSOCIATED COUNSEL:

i.	Attorneys with 15+ years of litigation experience	\$900
j.	Attorneys with 10 to 15 years of litigation experience	\$600
k.	Attorneys with 5 to 10 years of litigation experience	\$450
l.	Attorneys with 1 to 5 years of litigation experience	\$350
m.	Law clerks employed or subcontracted by CO-LEAD COUNSEL or ASSOCIATED COUNSEL	\$150
n.	Paralegals employed or subcontracted by CO-LEAD COUNSEL or ASSOCIATED COUNSEL	\$200

2.12 **TEX. GOV'T CODE § 2254.106(b):** "Base Fee" shall be calculated as follows: For each attorney, law clerk, or paralegal who is a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm, multiply the number of hours the attorney, law clerk, or paralegal works in providing legal or support services under the contract times the reasonable hourly rate for the work performed by that attorney, law clerk, or paralegal. Add the resulting amounts to obtain the Base Fee. The computation of the Base Fee may not include hours or costs attributable to work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm.

2.13 **TEX. GOV'T CODE § 2254.106(c):** Based on the expected difficulties in performing the contract, the amount of expenses expected to be risked by the contractor, the expected risk of no recovery, and any expected long delay in recovery, a reasonable multiplier of any fee payable by CLIENT is four.

2.14 **TEX. GOV'T CODE § 2254.106(d):** In no event shall the contingent fee payable hereunder exceed the lesser of thirty five percent (35%) or the amount computed under TEX. GOV'T CODE § 2254.106(a), (b) and (c).

2.15 **TEX. GOV'T CODE § 2254.106(f):** The requirements of TEX. GOV'T CODE § 2254.106 shall be applicable to each individual recovery that actually exceeds \$100,000.

2.16 **TEX. GOV'T CODE § 2254.108:** Payment of fees and expenses are subject to limitations established by TEX. GOV'T CODE § 2254.108.

C. Joint Representation

3.01 CO-LEAD COUNSEL has advised CLIENT that CO-LEAD COUNSEL and ASSOCIATED COUNSEL may represent other clients (“Other Clients”) with claims similar to those of CLIENT. Further, CO-LEAD COUNSEL has advised CLIENT that there are important potential advantages and disadvantages to participating in a joint representation in which CO-LEAD COUNSEL and ASSOCIATED COUNSEL represent multiple clients pursuing similar claims. CLIENT consents to the law firms’ joint representation of CLIENT and such Other Clients. CLIENT agrees that CO-LEAD COUNSEL may mediate or otherwise negotiate CLIENT’S claims in combination with Other Clients’ claims. If a defendant makes a “global settlement offer” that offers one sum of money to settle more than one client’s claims, then CLIENT agrees that CO-LEAD COUNSEL can share the identity of each jointly-represented client, the settlement amount proposed for each, and the nature of each jointly-represented client’s claims with all other clients, including CLIENT—and that CLIENT’S identity and confidential settlement information will also be shared with the other clients in a “global settlement offer” situation.

3.02 **MULTIPLE REPRESENTATIONS.** Client understands that Attorneys do or may represent many other entities or individuals with actual or potential PFAS related litigation claims. Attorneys’ representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel and has determined that it is in its own best interests to waive any and all potential or actual conflicts of which Client is currently aware as the result of Attorneys’ current and continuing representation of other entities in similar litigation. By

signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

3.03 AGGREGATE SETTLEMENTS. Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

3.04 INDEPENDENT CONTRACTOR. The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

3.05 DISCLAIMER OF GUARANTEE. Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

3.06 ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

3.07 SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

3.08 **MODIFICATION BY SUBSEQUENT AGREEMENT.** The parties may agree to modify this Agreement by executing a new written agreement.

3.09 **DISPUTES ARISING UNDER AGREEMENT.** Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 2.0

D. Other Provisions

4.1 This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting same. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, then such provision will be modified to conform to such laws, and the balance of this Agreement will remain in full force and effect. Each waiver in this Agreement is subject to the overriding and governing rule that it will be effective only if and to the extent that (1) it is not prohibited by applicable law and (2) applicable law neither provides for nor allows any material sanctions to be imposed against a party for having bargained for and obtained it. This Agreement is the entire agreement and understanding between the parties in connection with the subject matter of this Agreement and supersedes and cancels all prior agreements and understandings in connection with the subject matter of this Agreement. The Parties may **by mutual agreement** amend or supplement this Agreement at any time and from time to time; provided that that they must do so **in writing**, and **such writing must be signed by CLIENT and CO-LEAD COUNSEL and approved by the ATTORNEY GENERAL OF THE STATE OF TEXAS** as outlined in **TEX. GOV'T CODE § 2254.1038**.

4.2 The term of this Agreement begins upon date it is executed by the parties and continues until the Representation is concluded. This Agreement shall be of no force or effect until approved in writing by the Jefferson County Commissioners' Court.

4.3 This Agreement is subject to review and approval by the ATTORNEY GENERAL OF THE STATE OF TEXAS.

4.4 CO-LEAD COUNSEL represents and warrants that they carry professional liability insurance in the following amounts:

EILAND & BONNIN, PC	\$3,000,000
BARON AND BUDD LLP	\$3,000,000
COSSICH, SUMICH, PARSIOLO & TAYLOR	\$3,000,000

Such insurance will cover all services rendered by or on behalf of CO-LEAD COUNSEL under this Agreement.

4.5 This Agreement shall be governed and interpreted under Texas substantive law and exclusive venue and jurisdiction of any lawsuit or claim arising out of or relating to this Agreement shall lie in Jefferson County, Texas.

Effective this the 14th day of February, 2023.

[Signature]
JEFF BRANICK
County Judge for Jefferson County, Texas

2-14-23
Date



ATTEST [Signature]
DATE 2-14-23

AGREED BY THE LAW FIRMS:

Signature of Authorized Representative of Co-Lead Counsel

EILAND & BONNIN, PC Date _____

BARON & BUDD LLP Date _____

COSSICH, SUMICH, PARSIOLA & TAYLOR Date _____

APPROVED BY OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS:

Deputy Attorney General for the State of Texas Date _____

2022 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0415
CITY/ORGANIZATION NAME	JEFFERSON COUNTY
MAILING ADDRESS	PO BOX 4025
CITY	BEAUMONT
STATE/COUNTRY	TX
ZIP CODE	77704
PHYSICAL LOCATION OF ITEM	Golden Triangle Veterans Memorial Park
HISTORICAL PROPERTY CUSTODIAN:	
FIRST NAME:	JEFF
LAST NAME:	BRANICK
TITLE, HISTORICAL PROPERTY CUSTODIAN	JUDGE, JEFFERSON COUNTY
PRIMARY POINT OF CONTACT	MR FRED JACKSON
TITLE PRIMARY POINT OF CONTACT	FIRST ASSISTANT TO COUNTY JUDGE
PRIMARY PHONE NUMBER	409-835-8466
ALTERNATE PHONE NUMBER	
EMAIL ADDRESS	FJACKSON@CO.JEFFERSON.TX.US

NATIONAL MUSEUM of the U.S. AIR FORCE INVENTORY REPORT

Loan Account Number SDA0415

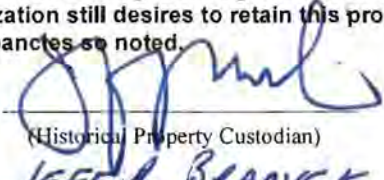
25-Jan-23

RCS: HAF-HO(A) 8801

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

I certify that the above listed items shown on Pages 1 through 1 are being used for their approved purpose, are being maintained and protected according to the agreement and attachments, that this organization still desires to retain this property, and with any discrepancies so noted.

Signature: _____



(Historical Property Custodian)

(Date)

JEFF R. BRANK

Typed or Printed Name

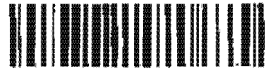
COUNTY JUDGE

Typed or Printed Title

ATTEST _____

DATE 2-14-23





Form #2204 Rev 9/2017


This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, JOHN JOHNSON, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Commissioner, Jefferson County ESD No. 1 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.



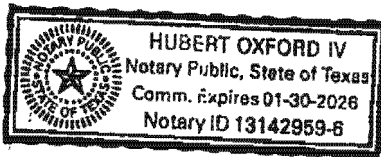
Signature of Officer


Certification of Person Authorized to Administer Oath

State of Texas
County of Jefferson

Sworn to and subscribed before me on this 27th day of January, 2023.

(Affix Notary Seal,
only if oath
administered by a
notary.)





Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath
Hubert Oxford, IV

Printed or Typed Name

DEMOLITION WAIVER

City of Port Arthur
Development Services—Demolition Division
300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County et al., am the owner of a Residence/Carport/Shed
(Owner's Name) (Description of Building(s))

at 2331 W. 64th Street, legally described as Lots 1, 2, 3, & Lot 4 Block 8 Port Acres Terrace Addition
(Street Address) (Legal Description)

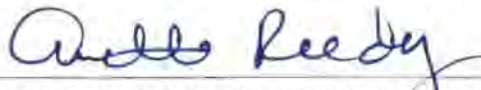
I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): 

Mailing Address: 1149 PEARL, BEAUMONT, TX 77701

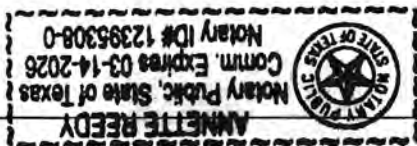
Telephone Number(s): 409-835-8466


SUBSCRIBED AND SWORN BEFORE ME THIS 14th DAY OF Feb, 2023

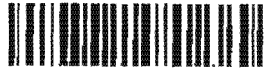


NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 3-14-26



ATTEST 
DATE 2-14-23



Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, BRETT WELDY, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Commissioner, Jefferson County ESD No. 1 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

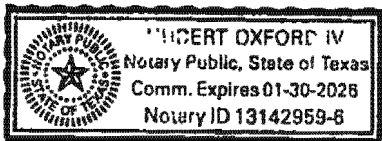
Brett Weldy
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas
County of Jefferson

Sworn to and subscribed before me on this 23rd day of January, 2023.

(Affix Notary Seal,
only if oath
administered by a
notary.)



Albert Oxford IV
Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath
Albert Oxford IV
Printed or Typed Name



Resolution

RESOLUTION TO EXTEND DISASTER DECLARATION FOR TORNADO AND WIND

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on January 26, 2023; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of losses of property and continuing safety hazards and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on January 26, 2023. The provisions of this Declaration of State of Disaster will continue and remain in full force and effect until further orders of this Court.

SIGNED this 14th day of February, 2023.



JUDGE JEFF R. BRANICK
 County Judge





COMMISSIONER VERNON PIERCE
 Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3



COMMISSIONER CARY ERICKSON
 Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: <u>JEFFERSON COUNTY</u>	Date: <u>1/24/23</u>
Agency/Department Name: <u>SHERIFF'S DEPARTMENT</u>	
Name of Chief Executive Officer: <u>JEFF R. BRANICK</u>	
Name of Head of Law Enforcement Agency: <u>ZENA STEPHENS</u>	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of JEFFERSON COUNTY ("Grantee") and as head of SHERIFF'S DEPARTMENT ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2024 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2024 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

ATTEST
DATE 2-14-2023

[Signature]
Signature
Chief Executive Officer for Grantee



[Signature]
Signature
Head of Agency

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

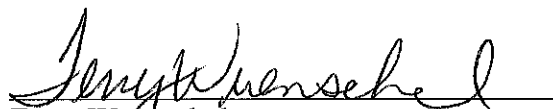


TERRY WUENSCHHEL
CHIEF DEPUTY


Tax Refund Determination

Taxpayer name: Helene Suh
Address: 3560 Delaware, Ste 102, Beaumont, TX 77706
Account Number: 700000-000/057170-00000
Amount of Refund: \$2,737.46

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


Terry Wuenschel
Chief Deputy, Tax Assessor-Collector
Jefferson County

1-26-23
Date


County Auditor employee

1/27/23
Date

Tax Refund Determination – 8/5/19

01/26/2023 09:16:40
 TN536 SELECTION SEQUENCE 4191762
 HELD OVERPAYMENT REFUNDS
 REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 01/11/2023 TO: 01/11/2023

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER	APPR DIST #	SUIT	DEPOSIT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
700000-000/057170-00000	267567	REC TYPE	RECEIPT	20230111				
2022 8001 BEAUMONT SMILE CENTER		TL	1 01/11/2023		52259852 PA		2,737.46	
CHECK PAYEE:HELENE SUH		INV F&F M&E DELAWARE PLAZA #102			CHECK TOTAL:		2,737.46	
3560 DELAWARE, STE 102								
BEAUMONT TX77706								

FIDO # : 32046968

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

2,737.46

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

BEAUMONT SMILE CENTER
HELEN SUH DDS
3560 DELAWARE ST #102
BEAUMONT, TX 77706-3059

Legal Description:

INV F&F M&E DELAWARE PLAZA #102

Parcel Address: 3560 DELAWARE ST-#102
Legal Acres: 0.0000

1st payment

Remit Seq No: 52259851

Receipt Date: 01/11/2023

Deposit Date: 01/11/2023

Print Date: 01/12/2023

NO.: 267567

Deposit No: EC01112023
Validation No: 134
Account No: 700000-000/057170-00000
Operator Code: ASHLEYBB

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Beaumont Isd, City Of Beaumont, Port Of Beaumont, Drainage District #6, and Sabine-Neches Nav. Dist.

Check Number(s):
CC004867703

PAYMENT TYPE:

eChecks: \$2,737.46

Total Applied: \$2,737.46

Change Paid: \$0.00

ACCOUNT PAID IN FULL

Exemptions on this property:

PAYER:
HELENE SUH
3560 DELAWARE, STE 102
BEAUMONT, TX 77706

PAYMENT DETAIL

REPORT CREATED: 01/13/2023 01:56:19 PM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID	100258846391
Date/Time	1/3/2023 9:16:59 PM
Amount	\$2,737.46
Conv. Fee	\$0.00
Flow	Payment

Check Payment

Account Number	xxxx4820
Routing Number	xxxxx0025
Origination	Internet
Outcome	Complete
Account Type	Checking

1st payment

Billing Information

First Name	Helene
Middle Name	
Last Name	Suh
Name Suffix	
Address	[REDACTED]
City	Beaumont
State	TX
Postal Code	77706
Country	
Telephone	[REDACTED]
Email Address	[REDACTED]

Property Information

Payment Type	
Property Tax Account Number	70000000005717000000
Client	88000000
Description	Property Tax
Owner Ref	0
Reference	4867723
First Name	Helene
Middle Name	
Last Name	Suh
Name Suffix	
Address	[REDACTED]
City	Beaumont
State	TX
Postal Code	77706
Country	
Telephone	[REDACTED]

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v22.12.19

DUPLICATE TAX RECEIPT

88

88



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

BEAUMONT SMILE CENTER
HELEN SUH DDS
3560 DELAWARE ST #102
BEAUMONT, TX 77706-3059

Legal Description:

INV F&F M&E DELAWARE PLAZA #102

Parcel Address: 3560 DELAWARE ST-#102
Legal Acres: 0.0000

2nd Payment

Remit Seq No: 52259852

Receipt Date: 01/11/2023

Deposit Date: 01/11/2023

Print Date: 01/12/2023

NO.: 267567

Deposit No: EC01112023
Validation No: 135
Account No: 700000-000/057170-00000
Operator Code: ASHLEYBB

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2022 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 2,737.46. Row 2: \$0.00, \$0.00, \$0.00, \$2,737.46

Check Number(s):
CC004867723

PAYMENT TYPE:

Exemptions on this property:

eChecks: \$2,737.46
Total Applied: \$2,737.46
Change Paid: \$0.00

PAYER:
HELENE SUH
3560 DELAWARE, STE 102
BEAUMONT, TX 77706

PAYMENT DETAIL

REPORT CREATED: 01/13/2023 01:56:40 PM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID 100258846223

Date/Time 1/3/2023 9:11:15 PM

Amount \$2,737.46

Conv. Fee \$0.00

Flow Payment

Check Payment

2nd payment

Account Number xxxx4820

Routing Number xxxxx0025

Origination Internet

Outcome Complete

Account Type Checking

Billing Information

First Name Helene

Middle Name

Last Name Suh

Name Suffix

Address

City Beaumont

State TX

Postal Code 77706

Country

Telephone

Email Address

Property Information

Payment Type

Property Tax Account Number 70000000005717000000

Client 88000000

Description Property Tax

Owner Ref 0

Reference 4867703

First Name Helene

Middle Name

Last Name Suh

Name Suffix

Address

City Beaumont

State TX

Postal Code 77706

Country

Telephone

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v22.12.19



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

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,

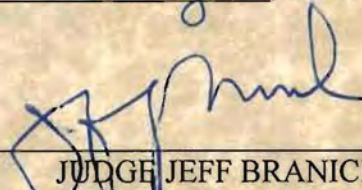
WHEREAS, Section 34.05(c) of the Texas Property Tax Code states in part "If the purchasing taxing unit has not sold the property within six months after the date on which the owner's right of redemption terminates, any taxing unit that is entitled to receive proceeds of the sale by resolution of its 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 May, 2023.

SIGNED this 14th day of February, 2023.



JUDGE JEFF BRANICK
County Judge

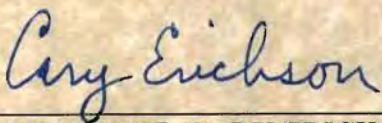




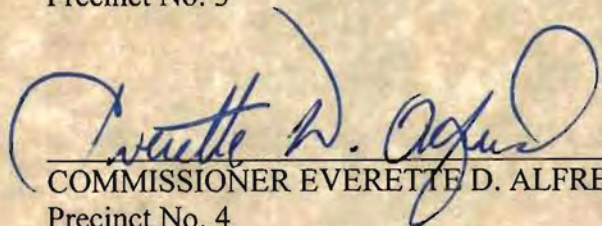
COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



8350 EASTEX FREEWAY, BEAUMONT, TEXAS 77708 | 409.892.7311 | WWW.TXDOT.GOV

December 28, 2022

The Honorable Jeff Branick
Judge of Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

SENT VIA EMAIL

RE: 2023 Local Government Assistance Program

Dear Judge Branick:

The Texas Department of Transportation (TxDOT) provides materials to the counties every year through the Local Government Assistance Program (**TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule §29.3**). The rules for this program were established based on Transportation Code §201.706, Local Government Assistance in 1997, which requires TxDOT to provide materials to the counties to assist in repairing and maintaining county roads damaged by the impact of the 2060 Weight Tolerance permits.

This legislation requires that at least \$6,000,000 worth of materials be provided each year to counties in the state, which should be primarily satisfied by surplus materials. New material may be purchased only if surplus material is unavailable or if haulage costs are prohibitive. TxDOT has an adequate supply of surplus material that will be available to your county this year; therefore, it will not be necessary to purchase materials to fulfill the commitment.

Program Allocation Method

- 65% is based on the county's percentage of statewide Weight Tolerance permits
- 20% is based on the county's percentage of statewide county road vehicle miles
- 15% is based on the county's percentage of statewide lane miles of county roads

The allocated value of materials for Jefferson County for FY 2023 is \$24,743. TxDOT will provide RAP (reclaimed asphaltic pavement) valued at \$20/CY or Mixed RAP valued at \$5/CY or to fulfill the county's allotment. The material is stockpiled on FM 365 @ US 90 NW, US 69 @ Sulphur Plant Road, SH 82 @ SH 73 and SH 124 @ SH 73.

Please complete the enclosed Material Request form with the quantity assigned to each precinct and return within 45 days to serve as the county's written request for the material.

When we receive the signed form, TxDOT will notify the commissioners to begin hauling material. The precincts are required to provide haul tickets detailing the number of cubic yards for each load. For material hauled from the locations covered by Beaumont Maintenance, the tickets should be mailed or delivered to Beaumont Maintenance Supervisor Kevin Emerson at 8450 Eastex Freeway, Beaumont, TX 77708. He may be reached at (409) 924-6537 to discuss the arrangements.

OUR VALUES: *People • Accountability • Trust • Honesty*
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

The Honorable Jeff Branick

Page 2

December 28, 2022

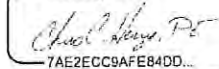
For material hauled from locations covered by Port Arthur Maintenance, the tickets should be mailed or delivered to Port Arthur Maintenance Supervisor Carl Ray at 6101 Twin City Highway, Port Arthur, TX 77642. He may be reached at (409) 722-4694 to discuss the arrangements.

All material must be received by Jefferson County prior to **March 31, 2023.**

If modification to the agreement or additional information is needed, please feel free to contact me at (409) 898-5787 or Debbie Hallam at (409) 898-5855.

Sincerely,

DocuSigned by:



Chris C. Henry, P.E.

Director of Maintenance

Beaumont District

Enclosure

cc: Dave Collins, P.E., Beaumont Area Engineer
Kevin Emerson, Beaumont Maintenance Supervisor
Carl Ray, Port Arthur Maintenance Supervisor



**Local Government Assistance Program
Beaumont District
FY 2023**

MATERIAL REQUEST

The allocated value of materials for Jefferson County for FY 2023 is \$24,743.

TxDOT will provide RAP (reclaimed asphaltic pavement) valued at \$20/CY and Mixed RAP valued at \$5/CY to fulfill the county's allotment. Please indicate the precinct CY allocations in the yellow fields below, sign and date, and return by email within 45 days to complete the county's written request for the material.

Material must be hauled by March 31, 2023.

The document may be electronically signed and dated.

LOCATION	PRECINCT	QUANTITY REQUESTED (CY)	VALUE REQUESTED (\$)
RAP @ \$20/CY FM 365 @ US 90 NW Beaumont Maintenance 1240 CY Available	Precinct 1	320	\$6,400
	Precinct 2		
	Precinct 3		
	Precinct 4		
RAP @ \$20/CY US 69 @ Sulphur Plant Rd Beaumont Maintenance 1240 CY Available	Precinct 1		
	Precinct 2	320	\$6,400
	Precinct 3		
	Precinct 4	320	\$6,400
Mixed RAP @ \$5/CY SH 82 @ SH 73 Port Arthur Maintenance 3000 CY Available	Precinct 1		
	Precinct 2		
	Precinct 3		
	Precinct 4		
Mixed RAP @ \$5/CY SH 124 @ SH 73 Port Arthur Maintenance 4000 CY Available	Precinct 1		
	Precinct 2		
	Precinct 3	1100	\$5,500
	Precinct 4		
TOTAL:			\$24,700
			Should = \$24,743



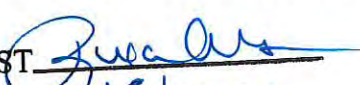
Requested by Jefferson County:


 Jeff Branick, County Judge

February 6, 2023

 Date

PLEASE RETURN BY EMAIL WITHIN 45 DAYS TO: debbie.hallam@txdot.gov December 28, 2022

ATTEST 
 DATE 2/6/2023