

REGULAR, 2/9/2015 1:30:00 PM

BE IT REMEMBERED that on February 09, 2015, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
February 09, 2015

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
February 09, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **09th** day of **February 2015** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

WORKSHOP: 10:00 a.m.-Presentation from Pinnacle Venue Services regarding an Independent Operations Assessment of Ford Park.

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve LJA Engineering, Inc. to provide preliminary engineering for Corps of Engineers permit application for siphons under the Intracoastal Canal. Funding will be provided by Texas Parks and Wildlife Grant. This project is part of the Salt Bayou restoration plan.

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve, execute, receive and file Work Order No. 8 with Garver, LLC. for Passenger Facility Charge (PFC) Application and Program Update services for Jack Brooks Regional Airport, for a lump sum cost of \$19,000.00. This contract is funded 100% with PFC funds.

SEE ATTACHMENTS ON PAGES 7 - 11

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 12 - 13

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

4. Consider and possibly approve the auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. held on Saturday March 7, 2015.

SEE ATTACHMENTS ON PAGES 14 - 15

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AIRPORT:

5. Consider and possibly authorize the County Judge to execute, receive and file a Lease Amendment between Jefferson County and Triple R Brothers, LTD.

SEE ATTACHMENTS ON PAGES 16 - 17

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY AUDITOR:

6. Consider and approve budget transfer - Visitors' Center - replacement of mower and DVR system.

286-8040-465-6018	POWER TOOLS & APPLIANCES	\$11,575.00	
286-8040-465-3017	CLOTHING		\$785.00
286-8040-465-3044	JANITOR SUPPLIES		\$3,575.00
286-8040-465-3078	OFFICE SUPPLIES		\$511.00
286-8040-465-4009	BUILDINGS AND GROUNDS		\$2,000.00
286-8040-465-4011	EQUIPMENT- MISCELLANEOUS		\$500.00
286-8040-465-5062	TRAVEL EXPENSE		\$2,800.00
286-8040-465-5099	MISCELLANEOUS		\$1,404.00

SEE ATTACHMENTS ON PAGES 18 - 22

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

7. Receive and file executed lease agreement with Government Capital for voting system.

SEE ATTACHMENTS ON PAGES 23 - 36

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

8. Regular County Bills - check #403447 through check #403710.

SEE ATTACHMENTS ON PAGES 37 - 45

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY CLERK:

9. Consider and approve contract lease fees for voting equipment under an election services agreement with Political subdivisions as prescribed by the Texas election Code.

SEE ATTACHMENTS ON PAGES 46 - 46

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY COMMISSIONERS:

10. Consider and possibly authorize the County Judge to execute the annual Certification of Loaned Government Property regarding the MK 16 MOD 7 Torpedo on display at the Veterans Memorial Park.

SEE ATTACHMENTS ON PAGES 47 - 48

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

11. Consider and possibly adopt an Order to Adopt the Ex Officio Road Commissioner System for Jefferson County, Texas, pursuant to Chapter 252, Subchapter A, Texas Transportation Code.

SEE ATTACHMENTS ON PAGES 49 - 49

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

12. Consider and possibly approve a Resolution to authorize the Jefferson County Drug Intervention Court to apply for a grant funding from the Office of the Governor, Criminal Justice Division for the period of September 1, 2014 through August 31, 2015.(There is no match funding.)

SEE ATTACHMENTS ON PAGES 50 - 50

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

ADDENDUMS

ENGINEERING:

13. Consider and possibly authorize the County Judge to execute an Agreement for Temporary Crossing between Jefferson County and BNSF Railway Company for construction of a temporary crossing in Beaumont, Texas at Line Segment 7549, Mile Post 0.99 for the Brakes Bayou Bridge replacement project.

SEE ATTACHMENTS ON PAGES 51 - 68

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

Jeff R. Branick
County Judge



**JACK BROOKS REGIONAL AIRPORT
WORK ORDER NO. 8**

In accordance with the Master Services Agreement dated May 14, 2012 between **Jack Brooks Regional Airport of Jefferson County, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "Garver", the Owner agrees to engage Garver to perform professional services as follows:

- 1. Project Title:** Passenger Facility Charge (PFC) Application and Program Update.
- 2. Project Location:** Jack Brooks Regional Airport
- 3. Project Description:** The Owner requires development of a new PFC Application for compliance with FAA requirements. This work order will provide professional services to prepare documentation in support of the PFC Program update.
- 4. Consultant Scope of Services:** The Owner requests that Garver a new PFC Application/Program and complete the coordination process with the air carriers and FAA for approval of this new application. The scope of work will include the following:
 - See scope of services outlined in Appendix A.
 - These services include preparation of one (1) new PFC Application/Program along with the associated processes required by the FAA.
- 5. Additional Services:** For work not included in 4. above, but requested by the Owner in writing, the Owner will pay Garver for time spent on the project at the most recent rates included in the Master Services Agreement for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.
- 6. Additional Responsibilities of the Owner:**
 - None.
- 7. Schedule:**
 - Preliminary documents shall be completed within thirty (30) calendar days from issue of a Notice to Proceed.
 - Final documents for submission to FAA shall be completed within thirty (30) calendar days from receipt of FAA comments and air carrier consultation.
- 8. Payment:** The lump sum amount to be paid under this Work Order is \$19,000.00. The Owner will be invoiced monthly for the work completed.

9. Project Deliverables:

Garver shall provide up to five copies of the PFC Application/Program for public review. Additionally, one review will be completed and revisions completed by Garver for delivery of the final PFC Application/Program to the Owner.

- Garver shall provide preliminary documents for review consisting of draft PFC Application, updated capital improvement program (CIP) spreadsheets, draft project descriptions (justification, contribution, schedule, and objective), air carrier consultation correspondence, and documents of public review and publication. Garver shall provide two draft copies for submission to the FAA Southwest Region for review.
- Garver shall provide final documents incorporating comments and revisions from preliminary deliverables for submission to FAA Southwest Region.

10. Attachments:

- Appendix A – PFC Application/Program Update Scope of Services
- Appendix B – Fee Proposal

Approval and execution of this Work Order No. 8, including any attachments listed above, shall incorporate this document as part of the Master Services Agreement. Garver is authorized to begin performance of this assignment or project upon receipt of a copy of this Work Order executed by the Owner. This Work Order may be executed in two (2) or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Work Order No. 8 effective as of the date last written below.

JEFFERSON COUNTY, TEXAS

By: _____

Signature

Name: _____

Print Name

Title: _____

Date: _____

Attest: _____



PFC Application/Program Update
Work Order No. 8

GARVER, LLC

By: _____

Signature

Name: _____

Print Name

Title: _____

Date: _____

Attest: _____



APPENDIX A
JACK BROOKS REGIONAL AIRPORT
PASSENGER FACILITY CHARGE (PFC)
APPLICATION/PROGRAM UPDATE

Scope of Work

Detailed Scope. The scope of this Work is to assist the Jack Brooks Regional Airport in the documentation, consultation, and development of a PFC Application/Program in accordance with FAA Order 5500.1 and other applicable FAA guidance.

1. Passenger Facility Charge Application Pre-Work

- a. Prepare Application
- b. Document Signature Authority
- c. Delineate and approve PFC Assurances

2. Five Year Capital Improvement Program

- a. Attend a project development meeting with airport sponsor.
- b. Ensure projects depicted on approved Airport Layout Drawing.
- c. Verify/validate or complete environmental documentation for each project, as appropriate.
- d. Update/develop engineer's opinion of probable costs for each project.
- e. Review projects and cost estimates with airport sponsor (teleconference).
- f. Develop a list of appropriate alternative projects for use of PFC funds.

3. Attachment B: Project Descriptions

- a. Define the parameters for each project.
- b. Develop a thorough project description.
- c. Identify the level of PFC collection.
- d. Delineate the project justification.
- e. Describe the significant contribution each project will provide.
- f. Define the project objective.
- g. Identify a preliminary project schedule.
- h. List the carriers that agree and disagree with a project.
- i. Describe the financing plan for each project.
- j. Identify appropriate backup financing for each project.

4. Air Carrier Consultation

- a. Develop consultation transmission letter and associated attachments.
- b. Distribute air carrier consultation packets.
- c. Coordinate air carrier consultation meeting (30-45 days) and document minutes.
- d. Gather current Air Carrier Activity Information (ACAIS) listing.
- e. Document air carrier responses (30-day response period).
- f. Develop statement of response or non-response.
- g. Document public notice.

5. Passenger Facility Charge Application Finalization and Submission

- a. Draft airline competition plan/statement of need or lack of need.
- b. Define the collection duration schedule.
- c. Publish PFC Program for City/Airport approval.
- d. Submit PFC Program Application to FAA
- e. Complete PFC Application revisions based on FAA comments and resubmit

APPENDIX B**JACK BROOKS REGIONAL AIRPORT
PFC APPLICATION/PROGRAM UPDATE****FEE PROPOSAL**

WORK TASK DESCRIPTION		E-5	E-3	P-2	P-1	T-3	T-1	X-1
		hr	hr	hr	hr	hr	hr	hr
	Aviation Planning Services							
1	PFC Program Pre-Work							
	Prepare Application	1		8				1
	Document Signature Authority			2				
	Delineate and approve PFC Assurances			4				
2	Five Year CIP							
	Project Development Meeting	6		10				
	Project ALP Validation	1		1		6		
	Probable CIP Cost Update	1	4			2		
	Project Environmental Documentation			4				
	Project/Cost Review with Sponsor (Teleconference)	1		2				
	Alternative Projects Development			4				
3	Attachment B: Project Descriptions							
	Define Project Parameters			4				
	Develop Project Descriptions, Justification, and Contribution	2		4				
	Project Objective and Schedule	1		2				
	Identify PFC Collection Level			1				
	Air Carrier Agreement Documentation			2				
	Financing Plan	1		2				
	Backup Financing Plan			2				
4	Air Carrier Consultation							
	Develop consultation transmission letter and attachments	1		3				
	Distribute Air Carrier Consultation Packets			1				1
	Coordinate and Conduct Air Carrier Consultation Meeting	6		10				
	Gather Current Air Carrier Activity Information (ACAIS) Listing			2				
	Document Air Carrier Responses			1				
	Development Statement of Response			1				
	Document Public Notice			1				

APPENDIX B**JACK BROOKS REGIONAL AIRPORT
PFC APPLICATION/PROGRAM UPDATE****FEE PROPOSAL**

WORK TASK DESCRIPTION		E-5	E-3	P-2	P-1	T-3	T-1	X-1
		hr	hr	hr	hr	hr	hr	hr
5	PFC Application Finalization and Submission							
	Define Collection Duration			1				
	Publish PFC Program for Airport			1				
	Submit PFC Program Application to FAA for Review and Coordination			4				
	PFC Application Revisions post FAA Review	1		2				
	Subtotal - Aviation Planning Services	21	4	79	0	8	0	2
Hours		21	4	79	0	8	0	2
Salary Costs		\$4,410	\$488	\$11,771	\$0	\$936	\$0	\$118
SUBTOTAL - SALARIES:		\$17,723.00						
<u>DIRECT NON-LABOR EXPENSES</u>								
	Document Printing/Reproduction/Assembly	\$206.00						
	Postage/Freight/Courier	\$75.00						
	Office Supplies/Equipment	\$0.00						
	Communications	\$0.00						
	Survey Supplies	\$0.00						
	Aerial Photography	\$0.00						
	GPS Equipment	\$0.00						
	Computer Modeling/Software Use	\$96.00						
	Traffic Counting Equipment	\$0.00						
	Locator/Tracer/Thermal Imager Equipment	\$0.00						
	Travel Costs	\$900.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSE		\$1,277.00						
SUBTOTAL:		\$19,000.00						
SUBCONSULTANTS FEE:		\$0.00						
TOTAL FEE:		\$19,000.00						



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

A handwritten signature in black ink, appearing to be "DC" or similar initials, written over the name "Deborah Clark".

Date: January 29, 2015

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 9, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	GATEWAY E4300C DESKTOP PC		29596
AGRICULTURE	GATEWAY E4300C DESKTOP PC		29597
AGRICULTURE	GATEWAY E4100C DESKTOP PC		29692
AGRICULTURE	GATEWAY E4300C DESKTOP PC		29694
AGRICULTURE	GATEWAY E4500D DESKTOP PC		30723
<i>contact person: Peggy Coleman</i>			
COUNTY CLERK	ROLLING CHAIR		8730
COUNTY CLERK	ROLLING CHAIR		8764
COUNTY CLERK	ROLLING CHAIR		8782
COUNTY CLERK	(6) ROLLING CHAIRS		NO TAGS
COUNTY CLERK	BLUE CHAIR W/OUT WHEELS		
<i>contact person: Theresa Goodness</i>			
DISTRICT ATTORNEY	DESK CHAIR		
DISTRICT ATTORNEY	SMALL TABLE		12534
<i>contact person: Dan'na Vincent</i>			
DISTRICT CLERK	CHAIR		26146
<i>contact person: Helen Bielecki</i>			
TAX OFFICE - BEAUMONT	BLACK LEATHER CHAIR		30413
TAX OFFICE - BEAUMONT	(4) BLACK LEATHER CHAIR		NO TAGS
<i>contact person: Debbie Bevilacqua</i>			
SHERIFF - P.A. WARRANTS	CHAIR		
SHERIFF - P.A. WARRANTS	HP PRINTER	MY9151B1GY	
SHERIFF - P.A. WARRANTS	HP PRINTER	MY56A5PA2S	29182
SHERIFF - P.A. WARRANTS	HP PRINTER	MY38CF70QS	28025
<i>contact person: Kelley Garcia</i>			

Approved by Commissioners' Court: _____



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

A handwritten signature in dark ink, appearing to be "DC" with a flourish, is written over the name "Deborah Clark".

Date: February 5, 2015

Re: Surplus Property Auction

Consider and possibly approve a correction to the auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. held on Saturday March 7, 2015.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION

March 7, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
252nd DISTRICT COURT	METAL SHELF CABINET FOR FILES		13040
<i>contact person: Kim Carter</i>			
CONSTABLE PCT. 8	2008 FORD CROWN VICTORIA	2FAFP71V08X154350	32970
<i>contact person: David Fontenot</i>			
ROAD & BRIDGE #2	(2) LARGE BALLOT BOXES		
ROAD & BRIDGE #2	TRUCK CAMPER SHELL		
ROAD & BRIDGE #2	(2) WOODEN BOOK SHELVES		
ROAD & BRIDGE #2	(5) WOODEN DOORS		
ROAD & BRIDGE #2	BLANKETS		
ROAD & BRIDGE #2	(2) SMALL BALLOT BOXES		
<i>contact person: Frank Adams</i>			
DISTRICT ATTORNEY	DOAR VISUAL PROJECTOR		12371
DISTRICT ATTORNEY	DOAR'S VISUAL IMAGE PRINTER		12373
DISTRICT ATTORNEY	DOAR'S DISK PARTNER II		12372
DISTRICT ATTORNEY	DESK		12492
DISTRICT ATTORNEY	DESK (TRIAL DIVISION)		
DISTRICT ATTORNEY	DESK (TRIAL DIVISION)		
DISTRICT ATTORNEY	METAL TABLE		
DISTRICT ATTORNEY	TABLE (CIVIL DIVISION)		12000
DISTRICT ATTORNEY	DESK (TRIAL DIVISION)		
<i>contact person: Dan'ha Vincent</i>			
CRIMINAL COURTS	(7) BXS. VERNON'S CIVIL STATUES BOOKS		
<i>contact person: Sylvia Moore/Purchasing</i>			

Approved by Commissioners' Court: _____

**AGENDA ITEM****February 9, 2015****Airport:**

Consider and possibly authorize the County Judge to execute, receive and file a Lease Amendment between Jefferson County and Triple R Brothers, LTD.

AMENDMENT TO RENTAL AGREEMENT

THIS AMENDMENT RENTAL AGREEMENT (the "First Amendment"), is made and entered into effective this 9th day of February, 2015, by and between Jefferson County, ("the lessor") and Triple R Brothers, LTD. ("the lessee").

RECITALS

Whereas on April 13, 2013, Triple R Brothers, LTD. leased 13,460 square feet from Jefferson County for 60 months as shown in the attached lease;

Whereas the parties desire to amend the lease to change the area leased by lessee, from the Lessor, thereby redefining the term, "Premises" and adjusting the rent for the Premises (as redefined).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Amendment 1. The lease is hereby amended to add as follows:

Premises Floors/Area: The additional premises will include a 2,400 square feet of storage located within the fenced area of the leased premises.

Amendment 2. The lease is hereby amended to read as follows:

"Net" Rental Rate. Exclusive of Operating Expenses (hereinto defined) and Taxes (hereinafter defined), the Tenant agrees to the following rental schedule:

Months 1-60 \$3,350 Per Month – Original Premises and Storage Building

Amendment 3. The lease is hereby amended to read as follows:

Options to Renew. Tenant upon giving Landlord at least six (6) months prior written notice, shall have the right to extend the Primary Term of the lease with respect to all of a portion of the Premises for two (2) five (5) year periods at a rate of \$4,050 per month for the first extension, and \$4,450 per month for the second and final extension.

IN WITNESS WHEREOF, Lessor has executed and delivered this Amendment as of the date first mentioned above.

LESSOR:

JEFFERSON COUNTY, TEXAS, a subdivision and
county of the State of Texas

By: 

Jeff Branick
County Judge

Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

Triple R Brothers, LTD.

By: 

Garth Bretlinger, CFO
Triple R Brothers, LTD.

Fran Lee

From: Kathi Hughes <khughes@co.jefferson.tx.us>
Sent: Wednesday, February 04, 2015 11:37 AM
To: 'Patrick Swain'; 'Fran Lee'; 'Deb Syphrett-Clark'
Subject: bids for capital items
Attachments: Guardian Force.pdf

Patrick, Fran & Deb,

I hope to be on the Commissioner Court agenda to move funds into the capital line item 286-8040-465 6018 power tools & appliances. This is to cover the cost of a new zero turn mower to replace the one that was stolen and to pay for a new security camera system.

The zero turn mower is a 48 "it is \$800 more than our previous mower because they no longer carrier the 44" mower that was stolen out of our storage building.

The bids attached show one bid for a new DVR for our current system at \$7,920 plus \$595 (total \$8515) for a new camera to be placed at the ware house/storage building area. We have not been happy with our current system from the beginning. The other bid shows Guarding Force can replace the system for \$4,670. Plus \$490 for the new camera and \$80 to place a contact on the ware house door (total \$5240).

Thanks so much for your time. Let me know if this looks good.

Thanks,

Kathi

Kathi Weathington Hughes, Director
Ben J. Rogers Regional Visitors Center
Jefferson County
5055 IH-10 South
Beaumont TX 77705
409/842-0500
Toll Free 866/432-8951
Fax 409/842-0501
Welcoming the World to Southeast Texas!



July 31, 2014

Ben Rogers Regional Visitors Center
5055 I-10 South
Beaumont, TX

Kathi & LaRue,

Guardian Force Security is pleased to present this proposal.

We can replace the existing camera system with:

4 - Bosch Flexidome Day/Night Cameras with 6-50mm Lens

1 - ID View DVR, 8 channel, 1 TB Hard Drive

You will be able to view the cameras remotely. We will use the existing wiring. The cost for material and labor is \$4,670.00.

If you want to add an interior Bosch dome camera with 2.8-10mm lens in the lobby area it will be \$490.00.

We will contact the side warehouse door for \$80.00.

If you have any questions or concerns that I have not addressed, please feel free to contact me on my cell phone, 409-719-7214.

Sincerely,

Dee Lane
d.lane@guardianforcesecurity.com



June 10, 2014

Ben Rogers Regional Visitors Center
5055 I-10 South
Beaumont, TX

LaRue,

Guardian Force Security is pleased to present this proposal. As you are aware, your Pelco DX7100 DVR needs to be replaced. Because of the wire used we will have to go back with Pelco. The only way around that would be to re-wire the cameras and DVR. Below are some options on replacement.

We have a Pelco DX7100 DVR (32 channels) we took out of Jefferson County Courthouse and had repaired. The cost for that is \$300.00. It does not have any warranty.

A new Pelco DX8100 DVR with 8 channels, 1 TB hard drive is \$7,920.00.
A new Pelco DX8100 DVR with 16 channels, 2TB hard drive is \$11,835.00.
These units have a three year warranty.

The cost for material and labor to add an additional Pelco fixed dome camera is \$595.00 each.

If you have any questions or concerns that I have not addressed, please feel free to contact me on my cell phone, 409-719-7214.

Sincerely,

Dee Lane
d.lane@guardianforcesecurity.com

we tried this option but it did not work.

1/29/2015
Store: 1

22
Sales Order #836

Ordered: 1/29/2015
Associate: Henry.Rayon
Page 1

County Home and Ranch
2862 HWY 69 N
Nederland, Texas 77627
409-722-7100
409-898-0706
<http://www.countyhomeandranch.com>

Bill To: SNAPPER WALK
BEN ROGERS VISITOR CENTER CATHI HUGHES
5055 IH-10 SOUTH
BMT, TX 77705
4096792808

Order Status: Open

Item Name	Attribute	Size	Qty	Sold	Due	Price	Ext Price Tax
NS710KC483 314630676			1	0	1	\$5,999.95	\$5,999.95 T
48" ZTR Mower			Total Qty Ordered: 1		0	1	
Percent Unfilled: 100							

Subtotal: \$5,999.95
Exempt 0 % Tax: + \$0.00
TOTAL: \$5,999.95
Deposit Balance: \$0.00
Balance Due: \$5,999.95

Thank you for your order!

Quote

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.6878 (hereafter referred to as "Agreement") dated as of January 22, 2015, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **Jefferson County**, a political subdivision or agency of the State of Texas (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Term and Payments.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.
2. **Non-Appropriation and Right of Termination.** The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee for the Lease Payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. The Lessee shall deliver notice to Lessor of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement. Upon any such termination of this Agreement, all of Lessee's right, title and interest in and its obligations under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made.
3. **Taxes.** In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or State income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.
4. **Lessee's Covenants and Representations.** Lessee covenants and represents as follows:
 - (a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;
 - (b) Lessee has budgeted and appropriated for the current fiscal period sufficient funds to make the Lease Payments scheduled to come due in the current fiscal period and all other Payments expected to come due in the current fiscal period; Lessee currently expects to budget and appropriate sufficient funds to pay the Lease Payments coming due hereunder in each future fiscal period, but the decision whether to budget and appropriate funds for any future fiscal period is solely within the discretion of the then-current governing body of Lessee;
 - (c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of, performance of, or expenditure of funds pursuant to this Agreement;
 - (d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;
 - (e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future.
 - (f) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.
 - (g) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.
5. **Use and Licenses.** Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.



6. **Maintenance.** Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. **Alterations.**

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. **Liens.** Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. **Damage to or Destruction of Property.** Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. **Insurance.** Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insured as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverage together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. **Indemnification.** Lessee shall indemnify, to the extent permitted by law, and save harmless, Lessor and its agents, employees, officers and directors from and, at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out of this Agreement or the ownership, rental, possession, operation, condition, sale or return of the Property. All amounts which become due from Lessee under this Section 11 shall be credited with any amounts received by the Lessor from insurance provided by the Lessee and shall be payable by Lessee within thirty (30) days following demand therefor by Lessor and shall survive the termination or expiration of this Agreement.

12. **No Warranty.** EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, ALL OF WHICH ARE HEREBY ASSIGNED TO LESSEE, LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

- (1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;
- (2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;
- (3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 20 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property.

16. **Assignment.** Without Lessor's prior written consent, which shall not be unreasonably withheld, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or (ii) sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. ~~or~~ Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

17. **Personal Property.** The Property is and shall at all times be and remain personal property.

18. **Title.** Upon acceptance of the Property by Lessee hereunder, Lessee shall have title to the Property during the term of this Agreement; however, in the event of (i) an Event of Default hereunder and for so long as such Event of Default is continuing, or (ii) termination of this Agreement pursuant to the provisions of Section 2 hereof, title shall be reverted immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise.

19. **Lessor's Right to Perform for Lessee.** If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

20. **Interest on Default.** If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

21. **Notices.** Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

22. **Security Interest.** As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent or assigns to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the Purchase Money Security interests herein above granted to Lessor.

23. **Tax Exemption.** Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2015. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

24. **Continuing Disclosure.** Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

25. **Miscellaneous.**

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee will take no action that would cause the interest portion of the Lease Payments to become coverage in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease Payments does not become coverage in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(c) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(d) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(e) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(f) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(g) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(h) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(i) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(j) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(k) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(l) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 12th day of January in the year 2015.

Lessor: Government Capital Corporation

Keith Miller
Director of
Operations

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature:

Print Name:

Print Title:

A. Elmor
Angelica Elmor
Sec. Coordinator

Lessee: Jefferson County

Jeff Branich, County Judge
1149 Pearl Street
Beaumont, TX 77701

Witness Signature:

Print Name:

Print Title:

Carolyn F. Gueary
CAROLYN F. GUEARY
COUNTY CLERK



EXHIBIT A **DESCRIPTION OF PROPERTY**

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.6878 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, Jefferson County

Dated as of January 22, 2015

Election System Hardware/Software as follows:

QTY	UNIT	DESCRIPTION
HARDWARE		
64	Judge's Booth Controller (JBC)	Controller for eState polling place equipment
128	Paper roll	Paper roll used with JBC
64	JBC Storage and Transport Box	Reinforced, padded plastic box for storage and stacking
367	eState	Electronic voting unit
367	eState voting booth	Standard voting booth for standard eState voting unit
1	eScan	Precinct-based ballot scanning unit
2	Paper roll	Paper roll used with eScan
1	eScan Ballot Box	Ballot box (tub) for use with eScan
55	Disabled Access Unit (DAU)	Disabled access voting unit
55	eState accessible voting booth	Wheelchair-accessible voting booth for the DAU-equipped eState voting unit
55	Headphones	Headphones used with DAU voting unit
30	Mobile Ballot Box (MBB) /Audio Card	Spare flash memory card or audio card for use with Hart Voting equipment
120	Mobile Ballot Box (MBB) audio card	Flash memory card or audio cards
53	Casters for Caddy	Set of 4 wheels for storage caddy
53	Storage Caddy	Additional storage unit for HVS equipment
SOFTWARE		
1	BOSS software - First Seat	BOSS software license
1	Tally software - First Seat	Tally software license
1	Ballot Now software - First Seat	Ballot Now software license
1	SERVO software - First Seat	SERVO software license
OTHER HARDWARE		
1	Personal computer, Win7	PC workstation for BOSS
1	Personal computer, Win7	PC workstation for Tally
1	Personal computer, Win7	PC workstation for Ballot Now
1	Personal computer, Win7	PC workstation for SERVO
1	Personal computer, Win7	For use as a Tally backup
5	Mobile Ballot Box (MBB) / audio card	Flash memory card or audio cards included with computer equipment
5	ATA card reader/writer	Flash memory card reader/writer included with computer equipment
5	eState Cryptographic Module (eCM)	Electronic security token included with computer equipment
1	Qatech Card & Cable	Card & cable included with computer equipment
1	Crossover cable	Crossover cable included with SERVO
1	Scanner	Kodak i660 high-volume scanner

PROPERTY LOCATION:

Jefferson County Auditor's Office
1149 Pearl Street
Beaumont, TX 77701

EXHIBIT B**>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<**TEXAS MUNICIPAL LEASE PURCHASE AGREEMENT **No.6878** (THE "AGREEMENT")

BY AND BETWEEN

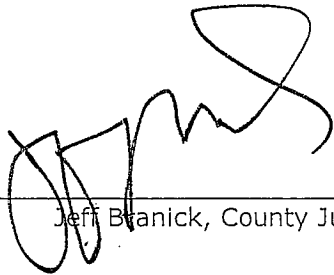
Lessor: Government Capital Corporation *and***Lessee:** Jefferson County

Schedule dated as of January 22, 2015

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	1/22/2016	\$369,835.22	\$46,440.28	\$323,394.94	N/A
2	1/22/2017	\$369,835.22	\$37,643.94	\$332,191.28	N/A
3	1/22/2018	\$369,835.22	\$28,608.34	\$341,226.88	\$717,531.73
4	1/22/2019	\$369,835.22	\$19,326.97	\$350,508.25	\$362,405.91
5	1/22/2020	\$369,835.22	\$9,793.17	\$360,042.05	\$1.00
Grand Totals		\$1,849,176.10	\$141,812.70	\$1,707,363.40	

Interest Rate: 2.72%

Accepted By Lessee: _____



 Jeff Branick, County Judge

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.6878 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, Jefferson County

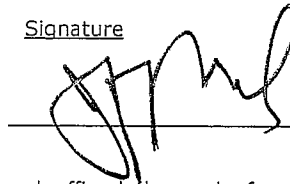
Dated as of January 22, 2015

I, Carolyn Guidry, do hereby certify that I am the duly elected or appointed and acting County Clerk (Keeper of the Records), of Jefferson County, a political subdivision or agency duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Texas Municipal Lease-Purchase Agreement dated as of January 22, 2015, between such entity and Government Capital Corporation.

NameTitleSignature

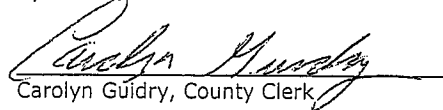
Jeff Branick

County Judge



IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this 12th day of January, 2015.

By Lessee:



Carolyn Guidry, County Clerk

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. The following information is provided about insurance— (PLEASE FILL IN THE INFORMATION BELOW)

INSURANCE COMPANY/AGENT'S NAME:

Axis Insurance Company / McGriff Seibels Williams

INSURANCE COMPANY ADDRESS:

5080 Spectrum Drive Suite 900 EAddison, TX ~~75001~~ 75001

PHONE NUMBER:

469-232-2100

POLICY NUMBER:

ECF 779133-14

I, Jeff Branick, County Judge, of Jefferson County ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of January 22, 2015, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose:

(PLEASE FILL OUT PRIMARY USE BELOW)

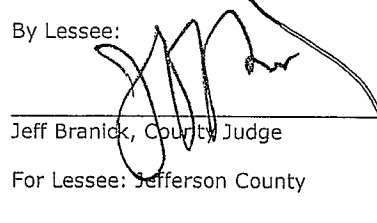
PRIMARY USE

Election Tabulation and Reporting

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this 12th day of January, 2015.

By Lessee:



Jeff Branick, County Judge

For Lessee: Jefferson County

CERTIFICATE OF ACCEPTANCE

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.6878 (THE "AGREEMENT")

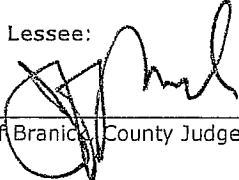
BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, Jefferson County

Dated as of January 22, 2015

1. **ACCEPTANCE:** In accordance with the Agreement, Lessee hereby certifies that all of the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) had been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of this Agreement.

By Lessee:


 _____ (*)
 Jeff Brancie, County Judge

For Lessee: Jefferson County

ACCEPTED on this the 12th day of January, 2015.(*) ACCEPTANCE MUST BE SIGNED ONLY IF NO ESCROW AGREEMENT IS INCLUDED2. **PROPERTY:**

ELECTION SYSTEM HARDWARE/SOFTWARE, SEE ATTACHED EXHIBIT A.

3. **USE:** The primary use of the Property is as follows (PLEASE FILL OUT PRIMARY USE BELOW)PRIMARY USE-- Election Tabulation & Reporting4. **PROPERTY LOCATION:**

Jefferson County Auditor's Office
 1149 Pearl Street
 Beaumont, TX 77701

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

Jefferson County
 Attn.: Patrick Swain, County Auditor
 1149 Pearl Street
 Beaumont, TX 77701

6. **INSURANCE:** Lessee certifies that property and liability insurance have been secured in accordance with the Agreement and such coverage will be maintained in force for the term of the Agreement. Lessor will be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. (PLEASE CONFIRM INSURANCE TYPE BELOW)

☒ Company Insured ☐ Election to self-insure in accordance with Section 10 of the Agreement.

7. **MAINTENANCE:** In accordance with Section 6 of the Agreement, Lessee agrees to, at its own expense, service, repair and maintain the Property for the term of the Agreement as follows: (PLEASE CONFIRM MAINTENANCE TYPE BELOW)

☒ Maintenance Contract ☐ Election to self-maintain

TAX AND ARBITRAGE CERTIFICATE

LEASE AGREEMENT NO. 6878 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, Jefferson County

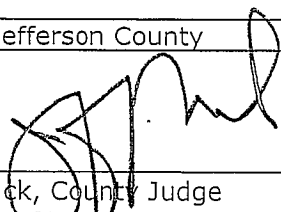
Dated as of January 22, 2015

This **Tax and Arbitrage Certificate** is executed on this 12th day of January, 2015 by the undersigned ("Lessee") and pertains to that equipment lease or financing agreement dated January 22, 2015, as is more fully described above (the "Lease"). This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation, Sections 1.141-1 through 1.141-15, 1.148-0 through 1.148-11, 1.149(d), 1.149(g)-1, 1.150-1 and 1.150-2 (the "Regulations"). Lessee hereby agrees that: (a) proceeds derived from the issuance of the Lease shall only be used to acquire equipment that has a governmental purpose and will not be used to acquire equipment that will benefit any private business activity; (b) proceeds derived from the issuance of the Lease shall never be invested in instruments yielding an interest rate return in excess of the rate of interest set forth in the Lease; (c) proceeds derived from the issuance of the Lease shall be fully and completely expended for their anticipated purpose within at least one year from the date of the Lease; (d) proceeds derived from the issuance of the Lease shall not be used to finance any acquisition other than the purchase of that equipment identified in the Lease along with related costs and costs of issuance; (e) the repayment of the Lease is not guaranteed directly or indirectly by the federal government; (f) Lessee shall execute a Form 8038-G and allow for such to be filed of record with the Internal Revenue Service; (g) the Lease is in registered form and that the Lessee shall maintain a record regarding the ownership of the Lease and the payment of all sums payable under the Lease; (h) the proceeds derived from the issuance of the Lease are not in excess of the sum required in order to acquire the property that is the subject of the Lease and to fund the costs associated with the issuance of the Lease; (i) Lessee does not currently contemplate the sale or disposition of the equipment that is the subject of the Lease prior to the expiration of the Lease's payment terms; and (j) the Lessee shall otherwise abide by all applicable rules and regulations related to the issuance of the Lease.

To the best of the knowledge and belief of the undersigned, the expectations as set forth above, are reasonable; and there are no present facts, estimates, and circumstances which would change the foregoing expectations. Lessee has not been notified of the listing, or proposed listing of it, by the Internal Revenue Service as an Issuer whose arbitrage certificates may not be relied upon.

Executed on the date first referenced above.

Lessee: Jefferson County



 Jeff Branick, County Judge
 1149 Pearl Street
 Beaumont, TX 77701



BOB WORTHAM

CRIMINAL DISTRICT ATTORNEY

CORY J. H. CRENSHAW
First Assistant

ASHLEY CHASE
Criminal Chief

WAYLN THOMPSON
Appellate Chief

GARY REAVES
Public Integrity

JEFFERSON COUNTY
1085 PEARL STREET, 3rd Floor
BEAUMONT, TEXAS 77701
(409)-835-8550
FAX (409)-784-5893

PAT KNAUTH
Executive Assistant

KATHLEEN M. KENNEDY
Civil Chief

RANDI KING
Family Chief

JAMES ARCENEUX
Chief Investigator

January 7, 2015

Government Capital Corporation
Attention: Documentation Department
345 Miron Drive
Southlake, TX 76092

RE: Texas Municipal Lease-Purchase Agreement No.6878 (the "Agreement")

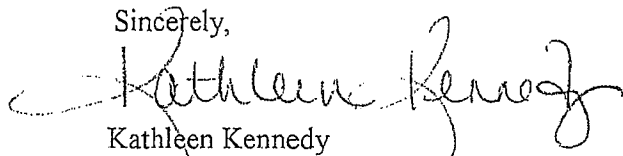
Dear Lessor,

I have acted as Counsel to Jefferson County with respect to that certain Texas Municipal Lease-Purchase Agreement No.6878, by and between Government Capital Corporation as Lessor and Jefferson County as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kathleen Kennedy". The signature is written in dark ink and is positioned above the printed name and title.

Kathleen Kennedy
Chief Civil Attorney

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name Jefferson County		2 Issuer's employer identification number (EIN) 74-6000291
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Patrick Swain, County Auditor		3b Telephone number of other person shown on 3a 409-835-8500
4 Number and street (or P.O. box if mail is not delivered to street address) 1149 Pearl Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Beaumont, TX 77701		7 Date of issue 01-28-2015
8 Name of issue Agreement No.6878		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Jeff Branick, County Judge		10b Telephone number of officer or other employee shown on 10a 409-835-8500

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Election System Hardware/Software	18	\$1,707,363	40
19 If obligations are TANs or RANs, check only box 19a			
If obligations are BANs, check only box 19b			
20 If obligations are in the form of a lease or installment sale, check box			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	01-22-2020	\$ 1,707,363.40	\$ N/A	5 years	2.72 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	N/A
23 Issue price of entire issue (enter amount from line 21, column (b))	23	N/A
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A
25 Proceeds used for credit enhancement	25	N/A
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/A
27 Proceeds used to currently refund prior issues	27	N/A
28 Proceeds used to advance refund prior issues	28	N/A
29 Total (add lines 24 through 28)	29	N/A
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	N/A

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	N/A	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	N/A	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

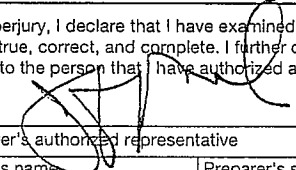
For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form 8038-G (Rev. 9-2011)

Part V Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) 35
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) 36a
- b Enter the final maturity date of the GIC ▶ _____
- c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units 37
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b Enter the date of the master pool obligation ▶ _____
- c Enter the EIN of the issuer of the master pool obligation ▶ _____
- d Enter the name of the issuer of the master pool obligation ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒ ▼
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐ ▼
- 41a If the issuer has identified a hedge, check here ☐ and enter the following information:
- b Name of hedge provider ▶ _____
- c Type of hedge ▶ _____
- d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box ☐ ▼
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐ ▼
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ☐ ▼
- 45a If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	11/2/15 Date	Jeff Branick, County Judge Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no. ▶

PGM: GMCOMMV2	DATE 02-09-2015	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	370.50	403553
ROAD & BRIDGE PCT.#1		370.50**
CARQUEST AUTO PARTS # 96	174.70	403475
M&D SUPPLY	12.50	403511
TAC - TEXAS ASSN. OF COUNTIES	230.00	403544
TEXAS STATE DIRECTORY	69.30	403551
		486.50**
ROAD & BRIDGE PCT.#2		
APAC, INC. - TROTTI & THOMSOM	479.75	403465
ALL-PHASE ELECTRIC SUPPLY	210.81	403484
ENTERGY	102.53	403496
MUNRO'S	36.90	403517
PHILPOTT MOTORS, INC.	317.35	403526
RITTER @ HOME	18.48	403531
SETZER HARDWARE, INC.	42.28	403536
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	403557
BUBBA'S AIR CONDITIONING	4,857.00	403566
ROLLINS TRUCK & TRAILER REPAIR	1,145.00	403570
BUMPER TO BUMPER	47.54	403608
PRO CHEM INC	164.90	403666
ASCO	4,148.59	403674
MEMBER'S BUILDING MAINTENANCE LLC	149.50	403682
		11,801.81**
ROAD & BRIDGE PCT. # 3		
A&A RADIATOR AND AUTOMOTIVE	1,698.76	403452
CERTIFIED LABORATORIES	729.28	403476
FARM & HOME SUPPLY	65.56	403489
GULF COAST AUTOMOTIVE, INC.	348.89	403495
ENTERGY	320.12	403496
MUNRO'S	18.23	403517
SMART'S TRUCK & TRAILER, INC.	56.79	403538
WEAVER, FALGOUT, & CARRUTH, INC.	62.57	403559
W. JEFFERSON COUNTY M.W.D.	26.13	403560
ZEE MEDICAL SERVICE	222.91	403565
HOWARD'S AUTO SUPPLY	24.02	403572
LOWE'S HOME CENTERS, INC.	11.22	403592
TEXAS GAS SERVICE	220.72	403596
BEAUMONT FUEL INJECTION	686.85	403604
WINDSTREAM	46.50	403616
ACTION OVERHEAD DOOR	357.00	403672
		4,895.55**
ROAD & BRIDGE PCT.#4		
CITY OF BEAUMONT - WATER DEPT.	19.03	403479
M&D SUPPLY	65.04	403511
MUNRO'S	72.93	403517
WASTE MGT. GOLDEN TRIANGLE, INC.	64.17	403557
W. JEFFERSON COUNTY M.W.D.	103.05	403560
UNITED STATES POSTAL SERVICE	19.23	403585
DABNEY GARAGE DOORS	1,765.00	403665
ASCO	653.10	403674
SOUTHEAST TEXAS PARTS AND EQUIPMENT	34.38	403687
		2,795.93**
PARKS & RECREATION		
ABLE FASTENER, INC.	38.90	403450
CITY OF PORT ARTHUR - WATER DEPT.	99.28	403480
ENTERGY	9.45	403496
M&D SUPPLY	43.01	403511
AT&T	28.97	403540
W. JEFFERSON COUNTY M.W.D.	52.26	403560
LOWE'S HOME CENTERS, INC.	45.65	403592
		317.52**
GENERAL FUND		
TAX OFFICE		

PGM: GMCOMMV2	DATE 02-09-2015	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	256.30	403501
KIRKSEY'S SPRINT PRINTING	129.50	403508
OFFICE DEPOT	1,482.86	403522
PITNEY BOWES, INC.	2,297.40	403527
AT&T	101.43	403540
UNITED STATES POSTAL SERVICE	2,831.81	403585
CUMMINS-ALLISON CORP	329.44	403668
COUNTY HUMAN RESOURCES		7,428.74*
BEAUMONT FAMILY PRACTICE ASSOC.	200.00	403469
PRE CHECK, INC.	146.50	403582
UNITED STATES POSTAL SERVICE	18.28	403585
AUDITOR'S OFFICE		364.78*
UNITED STATES POSTAL SERVICE	219.96	403585
COUNTY CLERK		219.96*
UNITED STATES POSTAL SERVICE	404.69	403585
COUNTY JUDGE		404.69*
JAN GIROUARD & ASSOCIATES	200.00	403492
UNITED STATES POSTAL SERVICE	6.25	403585
THOMSON REUTERS-WEST	116.58	403676
RISK MANAGEMENT		322.83*
OFFICE DEPOT	42.42	403522
UNITED STATES POSTAL SERVICE	3.61	403585
COUNTY TREASURER		46.03*
UNITED STATES POSTAL SERVICE	209.07	403585
PRINTING DEPARTMENT		209.07*
CIT TECHNOLOGY FINANCING SERVICE	499.00	403627
PURCHASING DEPARTMENT		499.00*
UNITED STATES POSTAL SERVICE	27.12	403585
GENERAL SERVICES		27.12*
CASH ADVANCE ACCOUNT	105.00	403507
TIME WARNER COMMUNICATIONS	2,447.01	403547
INTERFACE EAP	1,696.20	403569
JOHN PAUL'S	89.08	403641
DYNAMEX INC	155.96	403684
ANTHONY ICENOGL	550.00	403691
SPOK INC	3.00	403696
KENNETH KELLY SR	215.45	403709
DATA PROCESSING		5,261.70*
GUARDIAN FORCE	36.00	403454
OFFICE DEPOT	149.59	403522
OLMSTED-KIRK PAPER	868.50	403523
SHI GOVERNMENT SOLUTIONS, INC.	449.20	403587
SPOK INC	12.06	403696
FAITH TECHNOLOGIES INC	4,400.00	403703
VOTERS REGISTRATION DEPT		5,915.35*
UNITED STATES POSTAL SERVICE	166.78	403585
DISTRICT ATTORNEY		166.78*
JEFFERSON CTY. DISTRICT ATTORNEY	15,440.00	403505
OFFICE DEPOT	668.98	403522

PGM: GMCOMMV2	DATE 02-09-2015	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	313.58	403585
SHI GOVERNMENT SOLUTIONS, INC.	328.20	403587
THOMSON REUTERS-WEST	188.74	403676
HEALTHPORT	215.87	403681
		17,155.37*
DISTRICT CLERK		
KIRKSEY'S SPRINT PRINTING	363.80	403508
UNITED STATES POSTAL SERVICE	189.38	403585
PCM-G	10,950.00	403635
		11,503.18*
CRIMINAL DISTRICT COURT		
DAVID W BARLOW	4,166.50	403468
THOMAS J. BURBANK, P.C.	900.00	403473
LEAH HAYES	122.50	403500
KIRKSEY'S SPRINT PRINTING	45.00	403508
MARSHA NORMAND	8,333.00	403518
BRUCE N. SMITH	800.00	403539
RENE MULHOLLAND	1,324.05	403555
JOHN D WEST	800.00	403580
UNITED STATES POSTAL SERVICE	61.65	403585
JAMES R. MAKIN, P.C.	914.13	403651
ALEX BILL III	1,897.50	403652
C. HADEN CRIBBS JR., PC	8,333.00	403660
SAMUEL & SON LAW FIRM PLLC	900.00	403698
		28,597.33*
58TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	2.03	403585
		2.03*
60TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	21.41	403585
		21.41*
136TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	.81	403585
		.81*
172ND DISTRICT COURT		
UNITED STATES POSTAL SERVICE	.48	403585
		.48*
252ND DISTRICT COURT		
WILBARGER COUNTY, TEXAS - COUNTY	705.00	403453
GAYLYN COOPER	250.00	403457
DAVID GROVE	800.00	403459
DAVID W BARLOW	4,166.50	403468
THOMAS J. BURBANK, P.C.	6,200.00	403473
JIMMY D. HAMM	3,500.00	403499
KIRKSEY'S SPRINT PRINTING	30.10	403508
MIKE VAN ZANDT	8,333.00	403554
CHARLES ROJAS	600.00	403576
JOHN D WEST	800.00	403580
UNITED STATES POSTAL SERVICE	230.59	403585
JAMES R. MAKIN, P.C.	800.00	403651
TERRENCE ALLISON	900.00	403670
SAMUEL & SON LAW FIRM PLLC	1,600.00	403698
		28,915.19*
279TH DISTRICT COURT		
PHILLIP DOWDEN	575.00	403464
OFFICE DEPOT	202.37	403522
ANITA F. PROVO	150.00	403529
UNITED STATES POSTAL SERVICE	1.22	403585
JOEL WEBB VAZQUEZ	1,050.00	403607
KIMBERLY PHELAN, P.C.	225.00	403612
JONATHAN L. STOVALL	75.00	403648
		2,278.59*
317TH DISTRICT COURT		
GAYLYN COOPER	1,050.00	403458

PGM: GMCOMMV2	DATE 02-09-2015		PAGE: 4 40 TOTAL
NAME	AMOUNT	CHECK NO.	
PHILLIP DOWDEN	75.00	403464	
THOMAS J. BURBANK, P.C.	325.00	403473	
TRACEY D. BURK	7,109.00	403474	
TRAVIS EVANS	650.00	403488	
JIMMY D. HAMM	600.00	403499	
OFFICE DEPOT	115.28	403522	
ANITA F. PROVO	900.00	403529	
KEVIN PAULA SEKALY PC	255.00	403534	
KEVIN PAULA SEKALY PC	1,050.00	403535	
TEXAS CENTER FOR JUDICIARY	60.00	403548	
CHARLES ROJAS	225.00	403576	
UNITED STATES POSTAL SERVICE	.96	403585	
GLEN M. CROCKER	1,325.00	403589	
JOEL WEBB VAZQUEZ	325.00	403606	
TONYA CONNELL TOUPS	700.00	403624	
RONALD PLESSALA	500.00	403630	
JONATHAN L. STOVALL	650.00	403648	
LINDSAY LAW FIRM, PLLC	500.00	403650	
C. HADEN CRIBBS JR., PC	675.00	403659	
WILLIAM FORD DISHMAN	500.00	403683	
MATUSKA LAW FIRM	225.00	403688	
DANE DENNISON	500.00	403694	
LAW OFFICE OF J SCOTT FREDERICK	650.00	403702	
JUSTICE COURT-PCT 1 PL 1			18,965.24*
OFFICE DEPOT	203.06	403522	
UNITED STATES POSTAL SERVICE	38.89	403585	
JUSTICE COURT-PCT 6			241.95*
UNITED STATES POSTAL SERVICE	34.95	403585	
JUSTICE COURT-PCT 7			34.95*
CASH ADVANCE ACCOUNT	477.83	403507	
COUNTY COURT AT LAW NO.1			477.83*
UNITED STATES POSTAL SERVICE	.41	403585	
COUNTY COURT AT LAW NO. 2			.41*
MIKE LAIRD, ATTORNEY AT LAW	250.00	403509	
CHARLES ROJAS	250.00	403576	
UNITED STATES POSTAL SERVICE	21.92	403585	
COUNTY COURT AT LAW NO. 3			521.92*
GAYLYN COOPER	500.00	403457	
MIKE CICHOWSKI	250.00	403477	
TRAVIS EVANS	250.00	403488	
KIRKSEY'S SPRINT PRINTING	129.75	403508	
OFFICE DEPOT	138.99	403522	
NATHAN REYNOLDS, JR.	500.00	403530	
CHARLES ROJAS	300.00	403576	
UNITED STATES POSTAL SERVICE	30.45	403585	
JARED GILTHORPE	250.00	403695	
COURT MASTER			2,349.19*
UNITED STATES POSTAL SERVICE	1.88	403585	
MEDIATION CENTER			1.88*
OFFICE DEPOT	129.98	403522	
UNITED STATES POSTAL SERVICE	8.53	403585	
SHERIFF'S DEPARTMENT			138.51*
GUARDIAN FORCE	108.00	403454	
CITY OF NEDERLAND	25.54	403481	
HERNANDEZ OFFICE SUPPLY, INC.	525.00	403501	

PGM: GMCOMMV2	DATE 02-09-2015	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
CASH ADVANCE ACCOUNT	41.00	403507
OFFICE DEPOT	1,247.54	403522
AT&T	62.29	403540
CLASSEN BUCK SEMINAR INC	113.00	403568
CDW COMPUTER CENTERS, INC.	395.62	403574
UNITED STATES POSTAL SERVICE	1,553.34	403585
BEAUMONT OCCUPATIONAL SERVICE, INC.	230.65	403590
FIVE STAR FEED	48.00	403599
CODE BLUE	917.00	403603
SIRCHIE FINGER PRINT LABORATORIES	234.83	403649
TEXAS ASSOC OF HOSTAGE NEGOTIATORS	40.00	403655
RITA HURT	1,100.00	403658
COASTAL BUSINESS FORMS	1,645.95	403675
EP HVAC	11,747.00	403692
TRANSSION RISK AND ALTERNATIVE	475.00	403701
FRANK WHIPPS	796.95	403706
		21,306.71*
CRIME LABORATORY		
GUARDIAN FORCE	454.50	403454
FISHER SCIENTIFIC	619.85	403490
HERNANDEZ OFFICE SUPPLY, INC.	21.50	403501
CASH ADVANCE ACCOUNT	368.85	403507
OFFICE DEPOT	528.67	403522
CDW COMPUTER CENTERS, INC.	1,216.76	403574
VERIZON WIRELESS	236.63	403583
CERILLIANT	370.75	403594
CLAN LAB INVESTIGATING CHEMISTS	50.00	403595
CAYMAN CHEMICAL COMPANY	137.00	403642
		4,004.51*
JAIL - NO. 2		
ENTERGY	316.67	403496
JACK BROOKS REGIONAL AIRPORT	2,283.58	403506
PETTY CASH - SHERIFF'S OFFICE	212.00	403525
POSTMASTER	392.00	403528
NEDERLAND HARDWARE SUPPLY	39.62	403561
WORLD FUEL SERVICES	189.50	403640
CONSTELLATION NEWENERGY - GAS DIVIS	5,883.49	403673
KROPP HOLDINGS INC	155.75	403679
		9,472.61*
JUVENILE PROBATION DEPT.		
CASH ADVANCE ACCOUNT	291.20	403507
ELAINE MADOLE	150.08	403512
OFFICE DEPOT	322.43	403522
LARONDA TURNER	117.88	403524
UNITED STATES POSTAL SERVICE	18.64	403585
LATRICIA COLEMAN	23.50	403593
LATASHA DILL	228.28	403611
LYNN BIERHALTER	91.43	403613
SHARON STREETMAN	69.00	403615
KESHA NIXON	221.95	403617
RASHUNDA FLETCHER	217.35	403628
BRIA LYNCH	16.10	403629
CLINTON DEROUEN	37.38	403663
WILBERT PIERRE	93.15	403664
JOSH CUYOS	90.85	403690
SPOK INC	48.24	403696
MONDAI RUBIN	22.43	403710
		2,059.89*
JUVENILE DETENTION HOME		
ALL STAR PLUMBING	2,608.87	403463
ENTERGY	6,011.36	403496
OFFICE DEPOT	165.99	403522
SANITARY SUPPLY, INC.	1,085.35	403533
AT&T	682.86	403540
WASTE MGT. GOLDEN TRIANGLE, INC.	441.40	403557
OAK FARM DAIRY	178.50	403571
FLOWERS FOODS	82.53	403601
BEN E KEITH FOODS	2,226.58	403602
VANSCHUCA SANDERS-CHEVIS	900.00	403619

PGM: GMCOMMV2	DATE 02-09-2015	PAGE: 6 42 TOTAL
NAME	AMOUNT	CHECK NO.
FIRETROL PROTECTION SYSTEMS, INC.	300.00	403631
KAREN ROBERTS	100.00	403632
A1 FILTER SERVICE COMPANY	183.79	403657
WASTEWATER TRANSPORT SERVICES LLC	918.00	403693
KELLILYN WORLEY	150.00	403707
		16,035.23*
CONSTABLE PCT 1		
OFFICE DEPOT	104.42	403522
UNITED STATES POSTAL SERVICE	93.44	403585
		197.86*
CONSTABLE-PCT 4		
TRANSUNION RISK AND ALTERNATIVE	70.00	403701
		70.00*
CONSTABLE-PCT 6		
GALL'S, INC.	205.00	403491
KIRKSEY'S SPRINT PRINTING	51.90	403508
OFFICE DEPOT	257.75	403522
UNITED STATES POSTAL SERVICE	23.92	403585
		538.57*
CONSTABLE PCT. 7		
SILSBEE FORD INC	152.02	403685
		152.02*
COUNTY MORGUE		
BJ TRANSPORT SERVICE, INC.	11,416.66	403467
A1 FILTER SERVICE COMPANY	23.60	403657
		11,440.26*
AGRICULTURE EXTENSION SVC		
OFFICE DEPOT	218.64	403522
		218.64*
HEALTH AND WELFARE NO. 1		
NSO - NURSES SERVICE ORGANIZATION	108.00	403449
BROUSSARD'S MORTUARY	1,500.00	403472
CLAYBAR FUNERAL HOME, INC.	999.00	403482
ENTERGY	70.00	403497
UNITED STATES POSTAL SERVICE	71.49	403585
PROCTOR'S MORTUARY INC	1,800.00	403643
SPOK INC	22.85	403696
		4,571.34*
HEALTH AND WELFARE NO. 2		
BROUSSARD'S MORTUARY	1,500.00	403472
CITY OF PORT ARTHUR - WATER DEPT.	37.53	403480
CLAYBAR FUNERAL HOME, INC.	999.00	403482
O.W. COLLINS APARTMENTS	235.26	403483
ENTERGY	170.00	403498
VICKIE MCINTYRE	174.74	403567
AMERICAN CORPORATE SERVICES	268.48	403625
AISHA DAVIS	21.95	403671
SPOK INC	7.70	403696
		3,414.66*
CHILD WELFARE UNIT		
DISA, INC.	1,102.00	403486
TARGET STORES DIVISION	694.71	403577
TARGET STORES DIVISION	373.82	403578
BEAUMONT OCCUPATIONAL SERVICE, INC.	504.25	403590
J.C. PENNEY'S	1,341.02	403591
		4,015.80*
INDIGENT MEDICAL SERVICES		
KINGS PHARMACY	43.07	403462
CARDINAL HEALTH 110 INC	55,702.03	403678
		55,745.10*
MAINTENANCE-BEAUMONT		
AAA LOCK & SAFE	177.50	403447

PGM: GMCOMMV2	DATE 02-09-2015	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
GUARDIAN FORCE	72.00	403454
LOUIS AND COMPANY	208.93	403455
CINTAS, INC.	233.48	403478
CITY OF BEAUMONT - WATER DEPT.	1,137.00	403479
ECOLAB	209.95	403487
W.W. GRAINGER, INC.	350.78	403494
ENTERGY	37,857.34	403496
M&D SUPPLY	173.37	403511
MCCOWN PAINT & SUPPLY OF TEXAS	590.38	403514
RALPH'S INDUSTRIAL ELECTRONICS	230.76	403532
SANITARY SUPPLY, INC.	1,286.97	403533
ACE IMAGEWEAR	193.33	403537
AT&T	929.97	403540
TEXAS DEPT OF LICENSING &	120.00	403549
WASTE MGT. GOLDEN TRIANGLE, INC.	1,334.00	403557
OTIS ELEVATOR COMPANY	2,756.00	403600
CENTERPOINT ENERGY RESOURCES CORP	60.51	403609
BELT SOURCE	52.82	403614
AI FILTER SERVICE COMPANY	732.70	403657
		48,707.79*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	303.77	403481
ENTERGY	470.41	403496
FRED MILLER STORES (USE 208991)	194.70	403516
ITTER @ HOME	197.99	403531
ACE IMAGEWEAR	57.02	403537
AT&T	685.11	403540
WASTE MGT. GOLDEN TRIANGLE, INC.	155.57	403557
W. JEFFERSON COUNTY M.W.D.	77.44	403560
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	403682
		4,067.53*
SERVICE CENTER		
J.K. CHEVROLET CO.	115.00	403503
M&D SUPPLY	68.19	403511
PHILPOTT MOTORS, INC.	197.83	403526
TRI-CON, INC.	6,295.06	403552
HERRERA'S EMERGENCY LIGHTING	350.00	403597
PETROLEUM SOLUTIONS, INC.	623.96	403605
BUMPER TO BUMPER	292.58	403608
UNIFIRST HOLDINGS INC	44.20	403638
MIGHTY OF SOUTHEAST TEXAS	30.14	403653
CHASE ELECTRONICS	320.00	403656
EASTEX PRESSURE WASHERS	795.21	403662
SILSBEE FORD INC	569.06	403685
		9,701.23*
VETERANS SERVICE		
OFFICE DEPOT	62.27	403522
PAMELA BURCHFIELD	123.94	403588
		186.21*
		327,978.28**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	67.94	403481
W.W. GRAINGER, INC.	314.67	403494
MUNRO'S	98.95	403517
OFFICE DEPOT	81.67	403522
SANITARY SUPPLY, INC.	60.36	403533
AT&T	29.86	403541
TIME WARNER COMMUNICATIONS	71.90	403545
FASTENAL	68.75	403573
TEXAS DEPT OF AGRICULTURE	72.00	403634
PARKER LUMBER	38.06	403646
		904.16**
BREATH ALCOHOL TESTING		
CASH ADVANCE ACCOUNT	169.85	403507
		169.85**
SECURITY FEE FUND		
COTTON CARGO	15.00	403485

PGM: GMCOMMV2	DATE 02-09-2015	AMOUNT	CHECK NO.	PAGE: 8 44 TOTAL
NAME				
JANICE WILLIAMSON		60.73	403708	
LAW LIBRARY FUND				75.73**
STATE BAR OF TEXAS		281.25	403542	
GRT N MENTAL HEALTH SVCS				281.25**
SPINDLETOP CENTER		200.00	403705	
JUVENILE TJPC-A-2014-123				200.00**
OMNICARE SAN ANTONIO		343.40	403618	
YOUTH ADVOCATE PROGRAM	4,480.36		403621	
JOHN ANDERSON	74.48		403645	
DURWARD MINOR	178.25		403680	
SPOK INC	19.76		403696	
TANISHA GRIFFIN	152.38		403700	
COMMUNITY SUPERVISION FND				5,248.63**
JEFFERSON CTY. COMMUNITY SUP.		50.00	403504	
OFFICE DEPOT		54.47	403522	
WASTE MGT. GOLDEN TRIANGLE, INC.		272.56	403558	
ANGELA DUGAY		28.30	403575	
UNITED STATES POSTAL SERVICE		200.74	403585	
GREGORY CLARK JR		18.00	403669	
JEFF. CO. WOMEN'S CENTER				624.07**
BELL'S LAUNDRY		1,011.38	403471	
CITY OF BEAUMONT - WATER DEPT.		1,006.78	403479	
COTTON CARGO		338.00	403485	
ECOLAB		82.95	403487	
GOLD CREST ELECTRIC CO., INC.		171.50	403493	
ISI COMMERCIAL REFRIGERATION		827.92	403502	
LUBE SHOP		82.48	403510	
M&D SUPPLY		110.15	403511	
MARKET BASKET		52.87	403513	
KIM MCKINNEY, LPC, LMFT		300.00	403515	
PHILPOTT MOTORS, INC.		365.46	403526	
SANITARY SUPPLY, INC.	1,190.22		403533	
SYSCO FOOD SERVICES, INC.	2,099.29		403543	
TIME WARNER COMMUNICATIONS		38.74	403546	
WALKER SCALE & EQUIP. CO.		316.93	403556	
TEXAS FIRE & COMMUNICATIONS		85.00	403579	
CLASSIC FORMS AND PRODUCTS		173.63	403598	
BEN E KEITH FOODS		540.35	403602	
CENTERPOINT ENERGY RESOURCES CORP		444.91	403609	
ROCHESTER ARMORED CAR CO INC		121.64	403647	
SAM'S CLUB DIRECT		131.56	403667	
SPOK INC		16.41	403696	
GLOBAL TEL*LINK CORP		185.00	403699	
DRUG DIVERSION PROGRAM				9,693.17**
OFFICE DEPOT		152.11	403522	
LAW OFFICER TRAINING GRT				152.11**
BEAUMONT POLICE DEPARTMENT		300.50	403470	
COUNTY CLERK - RECORD MGT				300.50**
AT&T		111.13	403540	
COUNTY RECORDS MANAGEMENT				111.13**
AMERICAN ASSN. STATE LOCAL HISTORY		115.00	403448	
UNITED STATES POSTAL SERVICE		3.47	403585	
TEXAS ARCHEOLOGICAL SOCIETY		55.00	403626	
CHEEK H2O & SEWER PHASE 4				173.47**

PGM: GMCOMMV2	DATE 02-09-2015	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	5,000.00	403689
HOTEL OCCUPANCY TAX FUND		5,000.00**
THERMACON SERVICE	475.00	403461
CITY OF BEAUMONT - WATER DEPT.	106.46	403479
M&D SUPPLY	.00	403511
MUNRO'S	122.25	403517
DISH NETWORK	100.62	403620
ATTABOY TERMITE & PEST CONTROL	55.00	403637
COUNTY HOME AND RANCH LP	1,274.92	403654
CAPITAL PROJECTS FUND		2,134.25**
CARROLL & BLACKMAN, INC.	2,430.00	403460
TEXAS DEPT OF TRANSPORTATION	251,065.66	403550
CONSTRUCTION ZONE OF TEXAS LLC	247,587.00	403686
AIRPORT FUND		501,082.66**
AIRPORT LIGHTING COMPANY	887.50	403456
CITY OF NEDERLAND	842.36	403481
WHITE TUCKER COMPANY INC	555.23	403562
WHOLESALE ELECTRIC SUPPLY CO.	135.35	403563
WORTH HYDROCHEM	120.00	403564
E. SULLIVAN ADVERTISING & DESIGN	654.12	403581
UNITED STATES POSTAL SERVICE	11.37	403585
BLUE GLOBES	13,732.50	403623
JAN PAK INC	377.95	403633
INTERSTATE ALL BATTERY CENTER - BMT	1,624.75	403636
UNIFIRST HOLDINGS INC	97.70	403638
INDUSTRIAL RESCUE INSTRUCTION	1,000.00	403661
EASTERN AVIATION FUELS INC	47,268.26	403697
AIRPORT IMPROVE. GRANTS		67,307.09**
APAC, INC. - TROTTI & THOMSOM	241,098.63	403465
GARVER LLC	40,307.75	403644
LIND & ASSOCIATES INC	351.00	403704
SE TX EMP. BENEFIT POOL		281,757.38**
CHLIC-CHICAGO	62,347.93	403639
WORKER'S COMPENSATION FD		62,347.93**
TRISTAR RISK MANAGEMENT	5,330.83	403610
SHERIFF'S FORFEITURE FUND		5,330.83**
ACE GLASS & MIRROR, INC.	916.20	403451
AVIALL	9.31	403466
MARINE DIVISION		925.51**
JACK BROOKS REGIONAL AIRPORT	228.18	403506
OFFICE DEPOT	71.75	403522
NEDERLAND HARDWARE SUPPLY	26.85	403561
SIERRA SPRING WATER CO. - BT	83.23	403586
BUMPER TO BUMPER	17.70	403608
THE DINGO GROUP-PETE JORGENSEN MARI	227.40	403622
SHERIFF-SPINDLETOP GRANT		655.11**
CODE BLUE	44.00	403603
		44.00**
		1,293,164.92***

Lease Rates for Hart voting System

T.E.C.€ 123.032. The maximum amount that a county in which a political subdivision is wholly or partly situated may charge the political subdivision for leasing county-owned equipment is 10 percent of the purchase price of the equipment for each day the equipment is leased.

<u>Description</u>	<u>Purchase Price</u>	<u>Lease Fee</u>
Judge's Booth Controller	\$3300	\$330
E-Slate	\$3300	\$330



NAVY MUSEUM NORTHWEST

PUGET SOUND NAVY MUSEUM
251 FIRST STREET
BREMERTON, WA 98377

NAVAL UNDERSEA MUSEUM
1103 HUNLEY ROAD
SILVERDALE, WA 98315



January 16, 2015

Mr. Fred Jackson
Attorney to County Judge
Jefferson County Texas
PO Box 4025
Beaumont, TX 77704

Dear Mr. Jackson:

Enclosed you will find two copies of a loaned government property certification sheet pertaining to the loan of the MK 16 Torpedo. Please sign the documents and return one copy of the agreement with emailed or enclosed photographs by March 1, 2015.

Starting this year, we are now asking for your organization's annual visitation. This is a voluntary question. If your organization does not track visitation you may leave it blank.

As a reminder, please send a picture of the entire artifact in the photograph. If you are unable to capture the whole artifact in one photograph, please send multiple, overlapping shots, so the entire artifact can be seen.

If you have any questions, please contact Jennifer Heinzelman at 360-396-5806 or by e-mail at Jennifer.Heinzelman@navy.mil

Sincerely,

Lindy Doshier
Director

Enclosure: 1. Certification of Loaned Government Property (2 copies)



NAVY MUSEUM NORTHWEST

PUGET SOUND NAVY MUSEUM
251 FIRST STREET
BREMERTON, WA 98377

NAVAL UNDERSEA MUSEUM
1103 HUNLEY ROAD
SILVERDALE, WA 98315



CERTIFICATION OF LOANED GOVERNMENT PROPERTY

I certify that the government property listed below is still required, displayed, and maintained in a clean and safe condition according to the Navy Museums Northwest's Outgoing Loan Policy:

<u>Accession Number</u>	<u>Description of Artifact</u>	<u>Artifact Serial Number</u>
NUM.2005.036.002	MK 16 MOD 7 Torpedo	N/A

Signature: _____

Date: _____

Organization: _____

Annual Visitation: _____

Name: _____

Title: _____

Address: _____

Email: _____

Telephone: _____

Fax: _____

Please email or enclose a color photograph taken within the last 60 days that shows the entire artifact(s) or the entire artifact in multiple, overlapping shots. (If emailing the photograph, please send to jennifer.heinzelman@navy.mil). If the artifacts are no longer needed for exhibit, please contact Jennifer Heinzelman immediately at 360-396-5806 or jennifer.heinzelman@navy.mil

Encl (1)



AN ORDER ADOPTING EX OFFICIO ROAD COMMISSIONER SYSTEM FOR JEFFERSON COUNTY

WHEREAS. Section 252.001, of the Texas Transportation Code provides that the Commissioners Court may adopt this subchapter by order of the Court; and

WHEREAS, we believe that it is best to now establish that each County Commissioner is the ex officio road commissioners of roads within the precinct of each such Commissioner; and

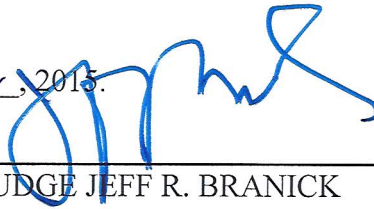
WHEREAS, each Commissioner shall now execute a bond in the amount of \$3,000.00 payable to the County Judge for the use and benefit of the County Road and Bridge Fund and that each Commissioner shall comply with all requirements of Section 252.004, Transportation Code; and

WHEREAS, each ex officio Road Commissioner shall participate with the Commissioners Court to comply with all requirements of Section 252.005 with respect to laying out, working on, draining and repairing County roads, the purchase of vehicles, tools and all that is necessary to improve and construct County roads; and

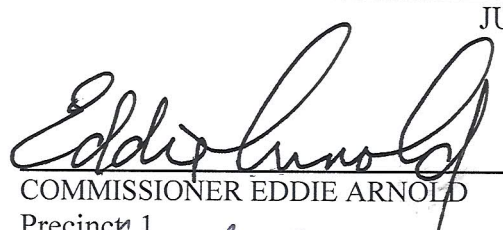
WHEREAS, Section 252.006, Transportation Code further defines the scope and duties of each ex officio Road Commissioner, the Jefferson County Commissioners Court does hereby adopt those prescribed powers and duties as requirements of office for each Road Commissioner

IT IS THEREFORE ORDERED that each County Commissioner of Jefferson County is hereby designated as the Ex Officio Road Commissioner within his precinct boundaries pursuant to Chapter 252, Subchapter A.


SIGNED this 9th day of FEBRUARY, 2015.



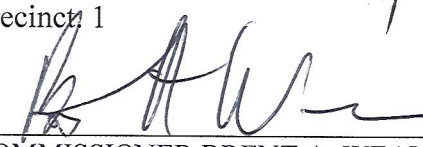
JUDGE JEFF R. BRANICK
County Judge



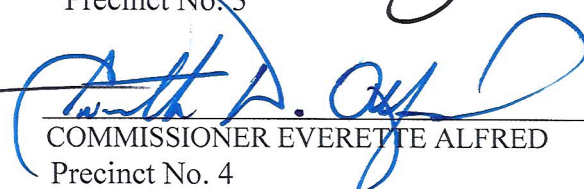
COMMISSIONER EDDIE ARNOLD
Precinct 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 9th day of February, 2015, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, illicit drug related crime consumes limited criminal justice resource and is responsible for a large backlog in our criminal courts dockets, prison overcrowding, and is a major contributor to social and economic problems in our communities; and,

WHEREAS, the mission of the Jefferson County Drug Intervention Court is to reduce the number of felony offenders who are recycled through the criminal justice system by breaking the cycle of drugs and crime in Jefferson County, Texas; and,

WHEREAS, the Jefferson County Drug Intervention Court has been operational since April 1993 and has provided judicially supervised substance abuse treatment to over 4,000 offenders; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, finds it in the best interest of the citizens of Jefferson County, Texas, that the Jefferson County Drug Intervention Court be operated for the period September 1, 2014 through August 31, 2015; and,

WHEREAS, the Commissioners Court of Jefferson County, Texas, agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and,

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


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


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

Grant Application Number:1604515

Signed this 9th of February, 2015


JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**AGENDA ITEM****February 9, 2015****Addendum:****Engineering:**

Consider and possibly authorize the County Judge to execute an Agreement for Temporary Crossing between Jefferson County and BNSF Railway Company for construction of a temporary crossing in Beaumont, Texas at Line Segment 7549, Mile Post 0.99 for the Brakes Bayou Bridge replacement project.

Don Rao

From: Jung, Blake [Blake.Jung@am.jll.com]
Sent: Thursday, February 05, 2015 2:11 PM
To: drao@co.jefferson.tx.us
Cc: Huya, Tim J
Subject: 15-51819 JEFFERSON COUNTY, TEXAS
Attachments: 15-51819 JEFFERSON COUNTY, TEXAS.pdf; ATT00028.txt

Good Morning,

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office. Please note the agreements cannot be executed by BNSF without an approved insurance certificate. **Please read the cover letter for all instructions concerning the permit.**

All insurance must be emailed to Certfocus at BNSF@certfocus.com.

If you have any questions or concerns, other than insurance, please do not hesitate to contact me.

[Additional Permit information can be obtained from the BNSF web-site:](http://www.bnsf.com/communities/faqs/permits-real-estate/)

<http://www.bnsf.com/communities/faqs/permits-real-estate/>

Thanks,

Blake W. Jung

Associate Manager Permits



Rail Practice Group

4300 Amon Carter Blvd., Suite 100

Fort Worth, Texas 76155

tel 1+8172302600 direct 1+8172302651

fax 1+8173068265

blake.jung@am.jll.com

www.joneslanglasalle.com

<http://www.bnsf.com/communities/faqs/permits-real-estate/>

2/5/2015



February 5, 2015

Jones Lang LaSalle Brokerage, Inc
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155-2685
Telephone 817-230-2600
Fax 817 306-8265

Mr. Donald Roe
Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

15-51819

Dear Mr. Roe:

Enclosed please find duplicate counterparts of the requested contract for execution by an official authorized to execute contract agreements on behalf of Mr. Donald Roe. Please execute and return both copies with original signatures for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of insurance as required in the agreement

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, a \$600.00 processing fee will be assessed.

Sincerely,

Blake Jung

Blake Jung
Associate Manager Permits

Enclosures

AGREEMENT FOR TEMPORARY PRIVATE CROSSING

THIS AGREEMENT ("Agreement"), made this ____ day of _____, 2015, ("Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (hereinafter called "Licensor") and **JEFFERSON COUNTY, TEXAS** (hereinafter whether one or more persons or corporations called the "Licensee").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, estates of third parties, including, without limitation, any leases, licenses, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct, maintain, and use in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process ("the Drawings and Specifications") an at-grade Temporary crossing, thirty-two (32') feet wide ("Crossing"), across the rail corridor of Licensor at or near Licensor's station of Beaumont, County of Jefferson, State of Texas, Line Segment 7549, Mile Post 0.99, at the location and in the manner shown upon the print, marked "Exhibit A," attached hereto made a part hereof ("Premises") for the purposes specified in Section 3. For convenience, said Crossing, including crossing surface and all appurtenances thereto between the ends of railroad ties, cattle guards, farm gates or barriers, drainage facilities, traffic signs or devices, identification signs approved by Licensor, whistling posts, or other appurtenances, if any, are hereinafter collectively referred to as the "Crossing". Licensee must also adhere to the stipulations as set forth on the attached Exhibit "C".
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. It is expressly stipulated that the Crossing is to be a strictly private one, to be solely used for the purpose set forth in Licensee's Application for Crossing attached hereto as Exhibit B and is not intended for and shall not be for public use. The Licensee, without expense to Licensor, will take any and all necessary action to preserve the private character of the Crossing and prevent its use as a public road. In the event Licensor determines that:
 - (a) the Crossing is being used for a purpose or in a manner not set forth in Exhibit B;
 - (b) there is a significant change in the volume or nature of traffic at the Crossing; or
 - (c) the Licensee has in any way breached the terms or conditions of this Agreement, Licensor shall have the right to terminate this Agreement in accordance with Section 26.
4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises or the Crossing, Licensor shall not be liable to refund Licensee any compensation paid hereunder or for any damage Licensee sustains in connection therewith.
5. Any contractors or subcontractors performing work on the Premises or the Crossing, or entering the Premises on behalf of Licensee, shall be deemed agents of Licensee for purposes of this Agreement.

TERM

6. This Agreement shall commence on the Effective Date and shall continue for a period of Twenty-five (25) years, subject to prior termination as hereinafter described.

COMPENSATION

7. Licensee agrees to pay to Licensor in advance:
- (a) Licensor waives the fee for the use of the premises
8. Licensee agrees to pay to Licensor from time to time within thirty (30) days after bills are rendered therefor the entire cost of maintaining the Crossing, including, but not limited to the expense incurred by Licensor resulting from the necessity to remove and replace the Crossing in connection with resurfacing or maintaining Licensor's right of way and tracks including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
9. Licensee agrees to pay to Licensor the entire cost of constructing, installing, performing, maintaining, repairing, renewing, and replacing any cattle guards, farm gates or barriers, track drainage facilities, traffic signs or devices, whistle posts, stop signs or other appurtenances shown on Exhibit "A", or any such appurtenances or warning signs and devices that may subsequently be required to be upgraded by Licensor, by law, by change of volume and nature of vehicular traffic, or by any public authority having jurisdiction. The Licensee is also responsible for notifying Licensor in writing of any need for upgrading the vehicular traffic control devices or signs at or near the Crossing, since the Licensee is most knowledgeable concerning the volume and nature of the vehicular traffic. In addition, Licensee shall notify Licensor if any significant change in volume or nature of traffic at the crossing.

COMPLIANCE WITH LAWS

10. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Crossing and the use of the Premises.
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety training program at the Licensor's Internet Website "contractororientation.com". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

DEFINITION OF COST AND EXPENSE

11. (a) For the purpose of this Agreement, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
- (b) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

RIGHT OF LICENSOR TO USE

12. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
 - (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
 - (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

LICENSEE'S OPERATIONS

13. Licensee, at its own expense, shall keep the rail flange ways of said Crossing clear of all snow, dirt, or any other obstructions whatsoever, which may accumulate by virtue of vehicles, equipment, or from machinery crossing thereover or otherwise, and shall remove and keep removed any vegetation along the rail corridor on each side of the crossing so that the motorists' line of sight to approaching trains is not impaired or obstructed by vegetation.
14. It is specifically understood that cables, pipelines, and other electric and/or fiber optic transmission lines may be on, about, along, or under the Premises and Licensee agrees that under no circumstances will Licensee dig in or disturb the surface of the Premises without the express written consent of Licensor.

15. Licensee shall construct and maintain, at its own expense, a roadway (to end of railroad ties) and related roadway drainage in a manner acceptable to Licensors, and safe for use by any vehicles or equipment. Prior to such construction or maintenance, ten (10) days advance notice must be given to Licensors Roadmaster, Timothy Wilson, at 7903 Fallbrook Dr, Houston, TX 77064, (936) 242-9332 (cell), (713) 847-3580 (office) or Timothy.Wilson@BNSF.com.
16. Licensee agrees to keep any Crossing gates, farm gates or barriers (consisting of a bar, cable gate or chain between posts on both sides of the Railroad rail corridor and straddling the roadway), closed and securely fastened, except when being opened to allow access upon said rail corridor.
17. While this Agreement is personal to Licensee, it is recognized that there is a possibility of the Crossing being used by unauthorized persons, and said Licensee agrees that for the purposes of this agreement all persons using the Crossing shall be deemed the agents or invitees of the Licensee.
18. Licensee shall, at its sole cost and expense, perform all activities on and about the Crossing in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensors, or the safe operation and activities of Licensors. If ordered to cease using the Crossing at any time by Licensors personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensors, the parties agree that Licensors has no duty or obligation to monitor Licensee's use of the Crossing to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Crossing. Neither the exercise nor the failure by Licensors to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.
19. If at any time during the term of this Agreement, Licensors shall desire the use of its rail corridor in such a manner as would, in Licensors reasonable opinion, be interfered with by the Crossing, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Crossing as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors rail corridor, including, without limitation, the relocation of the existing or the construction of new a Crossing.
20. Upon termination of this Agreement, Licensors may remove the Crossing and restore the rail corridor to the condition as of the Effective Date of this Agreement at Licensee's sole cost and expense and without incurring any liability to the Licensee. Licensee shall within twenty (20) days after bill is rendered therefor, reimburse Licensors for all costs and expenses, which Licensors may incur in connection therewith.

LIABILITY

21. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING,**

Form 432; Rev. 08/03/09

WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
 - (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,
 - (iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
 - (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR
 - (v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.
- (b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 21(a), LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMISES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS AGREEMENT SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, AND SHALL CAUSE ITS CONTRACTOR TO AGREE, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO

INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

22. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

INSURANCE

23. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by the Licensee. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Licensor.

- ◆ Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor employees.

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired
- ◆ Waiver of subrogation in favor of and acceptable to Licensor.
- ◆ Additional insured endorsement in favor of and acceptable to Licensor.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Licensor

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody or control.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

ENVIRONMENTAL

24. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- (b) Licensee shall give Licensors immediate notice to Licensors's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensors immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Premises which occurred or may occur during the term of this Agreement, Licensors may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors's right-of-way.
- (d) Licensee shall promptly report to Licensors in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this Agreement. Licensee shall promptly respond to Licensors's request for information regarding said conditions or activities.

DEFAULT

25. If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this Agreement by operation of law, Licensors may, at its option, terminate this Agreement by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensors of any default or defaults shall not constitute a waiver of the right to terminate this Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Licensors's ability to enforce any Section of this Agreement. The remedy set forth in this Section 25 shall be in addition to, and not in limitation of, any other remedies that Licensors may have at law or in equity.

TERMINATION

26. This License may be terminated by Licensors, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensors' Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
27. If Licensee fails to surrender to Licensors the Premises, upon any termination of this Agreement, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

ASSIGNMENT

28. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this Agreement or any interest herein, without the prior written consent and approval of Licensors, which may be withheld in Licensors' sole discretion.

NOTICES

29. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.,
4300 Amon Carter Blvd, Suite 100
Fort Worth, TX 76155
Attn: Licenses/Permits

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

SURVIVAL

30. Neither termination nor expiration will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.

RECORDATION

31. It is understood and agreed that this Agreement shall not be placed on public record.

APPLICABLE LAW

32. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

SEVERABILITY

33. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

INTEGRATION

34. This Agreement is the full and complete agreement between Licensee and Licensor with respect to all matters relating to Licensee's use of the Crossing, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Crossing as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

MISCELLANEOUS

35. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
36. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
37. In the event Licensee conveys, transfers, leases or otherwise grants a right of access and/or use of any interest in all or a portion of Licensee's property which is accessed by the Crossing, Licensee shall notify Licensor in writing of the same within thirty (30) days prior to the date of such conveyance, transfer, lease or grant of access and/or use, and Licensee shall cause any receiver or subsequent holder(s) of such an interest or right ("Holder") to: (1) file an application with Licensor's outside contractor, Jones Lang LaSalle Brokerage, Inc., for use of the Crossing, which application may be granted or denied in Licensor's sole discretion; and (2) upon Licensor's approval of Holder's application, Licensee shall cause Holder to execute Licensor's standard License Agreement then in effect for the use of the Crossing. Licensee may not assign or otherwise transfer, or permit the use of this Agreement or the Crossing by Holder without Licensor's prior written approval for the same and any attempt to do so is a material breach of this Agreement and shall render it null and void.

Jones Lang LaSalle Global Services – RR, Inc. is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

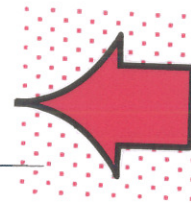
Jones Lang LaSalle Brokerage, Inc.,
its Attorney in Fact
4300 Amon Carter Blvd, Suite 100
Fort Worth, TX 76155

By: _____
Ed Darter
Title: Sr. Vice President - National Accounts

JEFFERSON COUNTY, TEXAS

1149 Pearl Street
Beaumont, TX 77701

By: _____
Title: _____



HERE

Temporary Construction Crossing
BNSF MP 0.99
LS 7549
GPS: 30.089595,
-94.099286
Beaumont, TX

Google earth

Temporary Construction
Crossing
BNSF MP 0.99
LS 7549
GPS: 30.089595,
-94.099286
Beaumont, TX

Google earth

feet	meters
1	0.3048
2	0.6096
3	0.9144
4	1.2192
5	1.5240
6	1.8288
7	2.1336
8	2.4384
9	2.7432
10	3.0480
11	3.3528
12	3.6576
13	3.9624
14	4.2672
15	4.5720
16	4.8768
17	5.1816
18	5.4864
19	5.7912
20	6.0960
21	6.4008
22	6.7056
23	7.0104
24	7.3152
25	7.6200
26	7.9248
27	8.2296
28	8.5344
29	8.8392
30	9.1440
31	9.4488
32	9.7536
33	10.0584
34	10.3632
35	10.6680
36	10.9728
37	11.2776
38	11.5824
39	11.8872
40	12.1920
41	12.4968
42	12.8016
43	13.1064
44	13.4112
45	13.7160
46	14.0208
47	14.3256
48	14.6304
49	14.9352
50	15.2400
51	15.5448
52	15.8496
53	16.1544
54	16.4592
55	16.7640
56	17.0688
57	17.3736
58	17.6784
59	17.9832
60	18.2880
61	18.5928
62	18.8976
63	19.2024
64	19.5072
65	19.8120
66	20.1168
67	20.4216
68	20.7264
69	21.0312
70	21.3360
71	21.6408
72	21.9456
73	22.2504
74	22.5552
75	22.8600
76	23.1648
77	23.4696
78	23.7744
79	24.0792
80	24.3840
81	24.6888
82	24.9936
83	25.2984
84	25.6032
85	25.9080
86	26.2128
87	26.5176
88	26.8224
89	27.1272
90	27.4320
91	27.7368
92	28.0416
93	28.3464
94	28.6512
95	28.9560
96	29.2608
97	29.5656
98	29.8704
99	30.1752
100	30.4800

1000

400





EXHIBIT B

APPLICATION FOR PRIVATE CROSSING

Jones Lang LaSalle Brokerage, Inc.
ATTN: Permit Services
 4300 Amon Carter Blvd.
 Suite 100
 Fort Worth, Texas 76155

Applicants Tax ID #
 or SS #

We submit for your approval the following for a private crossing we propose to build across BNSF RAILWAY COMPANY'S right-of-way, as shown on the enclosed sketch.

Applicant understands he or she will be requested to sign a crossing permit, which will provide that Applicant will:

- 1) assume the cost to construct the crossing,
- 2) furnish insurance as requested by BNSF Railway Company,
- 3) reimburse BNSF Railway Company for expenses incurred to maintain this crossing and
- 4) if crossing is temporary assume the cost to remove the crossing.

Legal Name to be shown on Permit: Jefferson County, Texas

If a corporation, State in which incorporated: _____ If not incorporated, attach name(s) of owners or partners.)
 Address: 1149 Pearl Street, Beaumont, Texas 77701-3638
 Phone #: (409) 835-8584 FAX: (409) 835-8718
 Contact Name: Donald M. Rao Email Address: drao@co.jefferson.tx.us

Is this project **ARRA** funded: Yes ☐ No ☒

Is Applicant a Railroad Shipper? Yes ☐ No ☒

If yes, BNSF Marketing Representative name: _____ Phone # _____

Crossing Location:

City Beaumont County Jefferson State Texas
 Highway Name / Number Island Park Rd Crossing is located at RR Milepost 0.99 DOT # _____
 1/4 Section _____ Township _____ Range _____ Latitude 30.089595 Longitude -94.099286

Is Crossing New ☒ or Existing? ☐ If Existing does it require rehab? Yes ☐ No ☐

Type of Crossing:

plank ☒ concrete ☐ other ☐

Describe: _____

Width of Crossing 32 feet

Is Crossing Permanent ☐ or Temporary ☒ If Temporary, specify time period crossing will be required. 18 months

Is the Crossing for Residential ☐ Farm ☐ or Commercial ☒ Number of vehicle crossings a day 500

Type of user vehicle:

Auto ☒ Pickup ☒ Van ☒ Industrial ☒ If Industrial, type. Hot-Mix Asphalt

Other private crossings in the vicinity? Yes ☐ No ☐

If yes, give distance / direction from the crossing: _____

What is the distance to the nearest public crossing in either direction: None

Do you own or lease the land on either side of your crossing: Own ☐ Lease ☐

If leased, provide owners name _____ Phone # _____

If leased please attach written authorization from legal owner with application.

If this is an existing crossing, how many families are using it now? _____ If known, attach names and addresses.

If Cooperative use, please attach names and permit numbers held by others and provide proof of land ownership.

What are the future plans for this property? _____

Date: Jan. 20, 2015

Signed: _____

Print Name: DONALD M. RAO

Title: DIRECTOR OF ENGINEERING

Phone #: (409) 835-8584 FAX (409) 835-8718

If you require additional assistance, please contact Heather Calhoun at (817) 230-2633 or Heather.Calhoun@am.jll.com.



Steven Neubauer
Director Field Safety Support

BNSF Railway Company

2600 Lou Menk Drive
Fort Worth, Texas 76131

EXHIBIT "C"

Re: Request submitted to be permitted for use of an at-grade Temporary Private Crossing at or near Beaumont, Jefferson County, Texas at Line Segment 7549, Mile Post 0.99.

The above referenced request is hereby approved under the following conditions:

1. Licensee shall be responsible for coordinating with BNSF Roadmaster Tim Wilson to install road base materials on the approaches to the crossing, at (936) 242-9332 (cell) or (713) 847-3580 (Office).

Regular, February 09, 2015

There being no further business to come before the Court at this time,
same is now here adjourned on this date, February 09, 2015