REGULAR, 10/12/2015 1:30:00 PM

BE IT REMEMBERED that on October 12, 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 (ABSENT)

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff (ABSENT)

TTIM SMITH

Honorable Carolyn L. Guidry , County Clerk

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

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 October 12, 2015

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **12th** day of **October 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: 11:00 a.m. - To receive a presentation and to discuss the proposal of the NEDC.

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

PURCHASING:

1. Receive and file bids for (IFB 15-019/YS), Term Contract for HVAC Maintenance, Capital Equipment, Services, Repairs, Supplies, and Emergency Disaster Relief for Jefferson County Facilities.

SEE ATTACHMENTS ON PAGES 16 - 139

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

2. Consider and approve, execute, receive and file a renewal with item substitutions for (IFB 11-040/AW), Term Contract for Herbicides for Jack Brooks Regional Airport (Jefferson County) with Alligare, LLC and Red River Specialties, Inc. for a fourth additional one (1) year renewal from October 13, 2015 to October 12, 2016. Substitutions from Red River Specialties for item #3A Razor (by Nufarm) in place of Alecto 41S and item #6 SFM Plus (by PCT) in place of Sulfomet Extra are due to discontinued products.

SEE ATTACHMENTS ON PAGES 140 - 141

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

3. Consider and approve, execute, receive and file a renewal for (IFB 13-024/JW), Term Contract for Morgue Transport Services for Jefferson County with BJ Transport Services for a second one (1) year renewal from November 10, 2015 to November 9, 2016.

SEE ATTACHMENTS ON PAGES 142 - 142

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

4. Consider and approve, execute, receive and file a renewal for (IFB 14-041/JW), Term Contract for Liquid Soil Stabilizer for Jefferson County with Base Seal International for a first additional one (1) year renewal from October 26, 2015 to October 25, 2016.

SEE ATTACHMENTS ON PAGES 143 - 143

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

5. Consider and approve, execute, receive and file contract price extensions for (RFP 10-002/KJS), Emergency Disaster Assistance Recovery for Jefferson County with DRC Emergency Services, LLC and Crowder Gulf for a period of forty-five (45) days, extending the current contract expiration date from October 26, 2015 to December 9, 2015.

SEE ATTACHMENTS ON PAGES 144 - 145

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

6. Consider and approveAmendment I (one) to contract (RFP 11-014/KJS), Lease of Properties Acquired as a Result of "Buy-Out" to transfer leases of properties (Items 8, 10, 41, and 63) from Joe McClendon to Phillip and Lydia Hallmark.

SEE ATTACHMENTS ON PAGES 146 - 159

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

7. Consider and approve an agreement with Ricoh USA, Inc. (DIR Contract DIR-TSO-3041) for the purchase of 15 Ricoh Sp5200DN and 1 Ricoh SPC831DN printers with maintenance in the amount of $20,328.50 for the County Clerk's Office.

SEE ATTACHMENTS ON PAGES 160 - 165

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

8. Consider and approve, execute, receive and file Addendum No. 1 for (RFP 11-044/KJS), Digital Conversion of Microfilm Images and Indexing of Official Public Records for the Jefferson County Clerk, with Manatron-Thomson Reuters Business, Inc. for an increase of $118,633.08 for the original bid to exclude Volumes 1-200 of Mortgage and Lien from the Full Indexing portion of the current SOW: perform digital conversion of an additional 22 Deed volumes(an estimated 13,750 images); and process and estimated 163,952 Deed documents for Full Indexing based on the established indexing rules bringing the total of the contract from $512,260.70 to $630,893.78.

SEE ATTACHMENTS ON PAGES 166 - 175

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

9. Consider and approve, execute, receive and file Change Order No. 2 for (IFB 15-008/JW), Road Improvements for Jefferson County (County Transportation Infrastructure Fund) with APAC-Texas, Inc. for an increase of $212,888.00 for an additional 2,392 tons of hot mix asphalt to cover the overrun of quantities for Wilber Road and extend to the end of the road; bringing the total contract amount from $1,071,545.00 up to $1,284,433.00. This change order does not change the number of contract working days. This project is funded by County Energy Transportation Reinvestment Zone (CERTZ).

SEE ATTACHMENTS ON PAGES 176 - 176

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

10. Consider and approve, execute, receive and file Change Order No. 10 for (IFB 14-018/KJS), Jefferson County New Health Clinic – (TDRA – Round I Disaster Project Now Funded by GLO) with N & T Construction for an increase of $15,369.50 for the addition of a 4" thick sidewalk in between building and sidewalk, and addition of a Knox-Box (rapid entry system) to meet City/Fire Department requirements; bringing the total contract amount from $2,076,106.20 up to $2,091,475.70. This change order will increase the number of contract working days by 10 days, bringing the total number of contract working days from 397 days up to 407 days. The increase of contract working days is due to the additional installation of sidewalk.

SEE ATTACHMENTS ON PAGES 177 - 184

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

11. 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 185 - 187

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

12. Consider and possibly approve donation of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

SEE ATTACHMENTS ON PAGES 188 - 190

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

COUNTY AUDITOR:

13. Consider and approve FY 2015 budget transfer - Road & Bridge Pct.4 - additional cost for equipment.

114-0409-431-6042	TRUCKS & TRAILERS	$600.00	

114-0409-431-6011	ROAD MACHINERY		$600.00

SEE ATTACHMENTS ON PAGES 191 - 191

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

14. Consider and approve FY 2015 budget transfer - 279th District Court - additional cost.

120-2038-412-5079	JUVENILE ATTORNEY FEES	$300.00	
120-2038-412-3084	MINOR EQUIPMENT		$250.00
120-2038-412-4052	POSTAGE		$50.00

SEE ATTACHMENTS ON PAGES 192 - 192

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

15. Consider and approve FY 2015 budget transfer - Constable Pct.1 - additional cost.

120-3065-425-3010	BOOKS-PRINTED	$500.00	
120-3065-425-4052	POSTAGE		$500.00

SEE ATTACHMENTS ON PAGES 193 - 193

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

16. Consider and approve FY 2015 budget transfer - Morgue - additional cost.

120-3080-421-5077	CONTRACTUAL SERVICE	$25,000.00	
120-1024-419-4015	COMMUNICATION EQUIPMENT		$25,000.00

SEE ATTACHMENTS ON PAGES 194 - 194

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

17. Receive and file Financial & Operating Statements for the month ending July 31, 2015.

SEE ATTACHMENTS ON PAGES 195 - 209

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

18. Receive and file Financial & Operating Statements for the month ending August 31, 2015.

SEE ATTACHMENTS ON PAGES 210 - 224

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

19. Consider and approve out of state travel for Deputy Eric Bowan to attend K-9 Handler Course in Kaplan, Louisiana. All cost will be paid by the Sheriff's Forfeiture fund.

SEE ATTACHMENTS ON PAGES 225 - 226

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

20. Regular County Bills check #412506 through check #412769. (10/05/15)

SEE ATTACHMENTS ON PAGES 227 - 237

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

21. Regular County Bills check #412770 through check #413118. (10/12/15)

SEE ATTACHMENTS ON PAGES 238 - 248

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

COUNTY CLERK:

22. Consider and approve expenditure from Records Management for the purchase of 15 printers and 15 surge protectors for the County Clerk's office and court positions. Total cost is $20,579.46. Contract for printers on purchasing agenda.

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

COUNTY COMMISSIONERS:

23. Consider authorizing the County Judge to enter/terminate a Burn Ban Order.

Action: TABLED

24. Consider and possibly approve an Order Regarding the Disposition of the Body of Deceased Paupers.

SEE ATTACHMENTS ON PAGES 249 - 260

Action: TABLED

25. Consider and possibly approve a Certificate for Order and authorize the County Judge to execute, receive and file an Order with Respect to Natgasoline LLC to approve Mission Economic Development Corporation bonds for construction of a methanol production facility at the Natgasoline facility in Beaumont, Texas. (Jefferson County will not be obligated to pay or incur any liability for the issuance of these bonds.)

SEE ATTACHMENTS ON PAGES 261 - 271

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

26. Consider, possibly approve and authorize the County Judge to execute a renewal of the Amended Professional Services Agreement between Jefferson County, Texas and Tim Richardson for consulting work related to the BP Deepwater Horizon restoration funding.

SEE ATTACHMENTS ON PAGES 272 - 280

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

27. Consider, possible approve, authorize the County Judge to execute and receive and file Operations and Management Agreement between Jefferson County, Texas and FMMS Holdings of Texas, LLC for the Jefferson County Morgue.

SEE ATTACHMENTS ON PAGES 281 - 290

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

28. Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas, and Lubbock County, Texas, acting through the Regional Public Defender for Capital Cases, to provide for defense of indigent inmates charged in Jefferson County with the offense of capital murder.

SEE ATTACHMENTS ON PAGES 291 - 303

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

29. Receive and file completed fiscal year Grant for Routine Maintenance Program between Jefferson County, Texas and the Department of Transportation for Grant TxDOT CSJ No: M1620BMPT.

SEE ATTACHMENTS ON PAGES 304 - 319

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

30. Consider and possibly approve Jefferson County Tourism Committee Fall 2015 Hotel Occupancy Tax allocation recommendations.

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

31. Consider, possibly approve County Judge to terminate Agreement with the City of Beaumont Regarding Plat Approval Authority in the Extraterritorial Jurisdiction.

SEE ATTACHMENTS ON PAGES 320 - 368

Action: TABLED

32. Receive and file executed Interlocal Cooperation Agreement between Chambers County, Jefferson County and Southwestern Correctional, LLC, doing business as LaSalle Corrections for the purpose of housing and care for such inmates at the Jefferson County Downtown Jail.

SEE ATTACHMENTS ON PAGES 369 - 379

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

33. Consider and possibly approve 2016 County Holidays.

SEE ATTACHMENTS ON PAGES 380 - 380

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

34. Receive and file executed Contract No. 711281, Amendment No. 2 for the Texas Community Development Block Grant Program between Jefferson County, Texas and the Texas Department of Agriculture.

SEE ATTACHMENTS ON PAGES 381 - 383

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

35. Consider, possibly approve and authorize the County Judge to execute settlement release for reimbursement of funds to the Jefferson County Public Health Department out of Cause No. 191,795 Joseph Irvin vs. ENSCO Offshore Co.

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

36. Consider and possibly approve a Resolution regarding Commissioners Court Budgetary Responsibility.

SEE ATTACHMENTS ON PAGES 384 - 386

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

37. Consider and approve rental rates for the Walter Umphrey RV Park effective 10/19/2015. The regular rates will be : Monthly $375, Weekly $110, and Daily $23. The senior rates for anyone over the age of 65 will be: Monthly $360, Weekly $100, and Daily $20.

SEE ATTACHMENTS ON PAGES 387 - 387

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

COUNTY TREASURER:

38. Receive and File Investment Schedule for September, 2015, including the year to date total earnings on County Funds.

SEE ATTACHMENTS ON PAGES 388 - 390

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

39. Consider and possibly authorize the County Treasurer to execute the Release of Excess Collateral with Wells Fargo, N.A. for the funds of Jefferson County and the Jefferson County District and County Clerk's Trust Funds.

SEE ATTACHMENTS ON PAGES 391 - 391

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

ENGINEERING:

40. Consider and possibly approve Phase 2 of Schneiter Plaza, 7.60 acre tract located along Hwy. 365 in Precinct 4 in the Manuel Chirino League, Abstract 10, Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 392 - 392

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

41. Consider and possibly approve a Replat of Lot 1 and 2 of Meeker West located along Patina Dr. in Precinct 1, Vol 14, Page 25 J.C.M.R. This location is in Beaumont's ETJ (extra-territorial jurisdiction).

SEE ATTACHMENTS ON PAGES 393 - 393

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

42. Consider and possibly approve Stonewood Subdivision Lots 1 thru 7 situated in Josiah Dyches Survey A-111, and located along Tolivar Canal Road in Precinct 1. This location is in Beaumont's ETJ (extra-territorial jurisdiction).

SEE ATTACHMENTS ON PAGES 394 - 395

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

RISK MANAGEMENT:

43. Consider and possibly approve 2016 Health Benefits Renewal with the Southeast Texas Government Employee Benefits Pool.

SEE ATTACHMENTS ON PAGES 396 - 397

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

Other Business:

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

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

_____

Jeff R. Branick
County Judge

2016 County Holidays

January 18 (Monday)
Martin Luther King, Jr., Day

February 15 (Monday)
President's Day

March 25 (Friday)
Good Friday

May 30 (Monday)
Memorial Day

July 4 (Monday)
Independence Day

September 5 (Monday)
Labor Day

November 11 (Friday)
Veteran's Day

November 24 & 25 (Thursday & Friday)
Thanksgiving

December 26 & 27 (Monday & Tuesday)
Christmas

December 30, 2016 (Friday)
New Year's

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

August 31, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-019/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening. Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

BID NAME:	**Term Contract for HVAC Maintenance, Capital Equipment, Repairs, Supplies, & Emergency Disaster Relief Service for Jefferson County Facilities**
BID NO:	**IFB 15-019/YS**
DUE DATE/TIME:	**11:00 AM CDT, September 29, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1001 Pearl Street, 3rd Floor Beaumont, Texas 77701**

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

We look forward to your active participation in this solicitation.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 2nd and September 9th, 2015

IFB 15-019/YS
Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities
Bids due: 11:00 AM CDT, September 29, 2015

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

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

6. Rejection or Withdrawal

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

7. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

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

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

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

9. Contract

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

10. Waiver of Subrogation

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

11. Fiscal Funding

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

12. Bid Results

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

13. Changes and Addenda to Bid Documents

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

14. Specifications

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

15. Delivery

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

16. Interpretation of Bid and/or Contract Documents

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

17. Currency

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

18. Pricing

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

19. Notice to Proceed/Purchase Order

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

20. Certification

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

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

21. Definitions

"County" – Jefferson County, Texas.

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

22. Minority-Women Business Enterprise Participation

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

23. Historically Underutilized Business Program

Jefferson County is committed to the development of the business community and minority involvement. The Jefferson County Historically Underutilized Business Program, known as HUB shall demonstrated the effectiveness in contributing to the growth of small business through innovation and expanding opportunities to minority and woman-owned businesses. The Jefferson County Historically Underutilized Business Program's overall goal is to award at least twenty percent (20%) of all professional services agreements (over $25,000 per agreement) to qualified minority business enterprises each year and ten percent (10%) for construction contracts exceeding $50,000.00.

The contractor must document its good faith efforts toward meeting certified minority and women-owned business enterprise utilization plans.

General Terms and Conditions of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net,

exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

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

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

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

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

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

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

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

1.20 Vendor Registration: SAM (System for Award Management). Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

1.21 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclu-

sive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifica-

tions. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

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

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. **Bid Requirement**

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

2. **Multiple Vendor Award**

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

3. **Delivery**

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

4. **Payment**

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

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

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

5. **Usage Reports**

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

6. **Insurance**

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

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

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

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

Minimum Insurance Requirements

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

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-019/YS.

SCOPE

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for a term contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities for an initial contract period of one (1) year, with an option to renew for up to four (4) additional years.

1. General
    a. Furnish all labor, materials and equipment to correct, improve, replace or repair all HVAC Systems as required and upon proper authorization by a representative of Jefferson County.
    b. Emergency service to be available on a twenty-four (24) hour, seven-day-a-week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.
2. Contractor Will
    a. Furnish all labor, material and/or equipment necessary to inspect, install replacement parts and service the subject equipment as requested by County.
    b. Provide emergency service as requested and required by County.
    c. Provide County equal or preferential service over all other types of service normally undertaken by contractor.
    d. Assist in shutting down of equipment after cooling season, draining of water lines, pump, condenser and/or tower to prevent freezing; if requested by County.
    e. Provide inspection service as requested and provide County with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.
3. Jefferson County Will
    a. Notify contractor when repairs, replacements, service or inspections are required by County.
4. Detail
    a. This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays excepted. (The hourly rate as stated in the bid should include travel to and from the job.)
    b. Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.
    c. During fulfillment of this agreement, contractor shall take all reasonable precautions to avoid injury to persons and damage to property.

d. Contractor shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein. It is understood that his proposal sets forth the entire agreement. Major units (value over $500) falling under the scope of this paragraph must be approved by owner's representative. It is the desire of owner to replace units with original equipment brands. A unit by any other manufacturer is subject to owner's approval.

e. County reserves the right to request copy of invoices from supplier to contractor including freight charges in order for owner to verify costs.

f. Replacement of parts that have an individual cost exceeding $2500 shall be under the jurisdiction of Jefferson County and will be subject to bid with purchase of what is considered best for the County.

- It is understood and agreed that all replaced parts and equipment become the contractor's property and will be removed from owner's premises and that all replacement parts and units become the owner's property.

g. Questions regarding equipment at specific facilities should be directed to:

David Knight (Courthouse Maintenance) – (409)835-8511

Mark Bernard (Subcourthouse Maintenance) – (409)983-8307

Frank Adams (Mid-County Maintenance) – (409)719-5950

John Hughes (Ford Park) – (409)951-5400

NOTE: The following is to become a part of the provisions of the bid. The qualifications of the mechanics must be such as to satisfy the Directors of Above Listed Facilities of Jefferson County. Contractor will be expected to have immediately available mechanics skilled in the herein named types of heating, ventilating, and air conditioning work, including mechanics skilled in centrifugal equipment repair.

I. Boiler Repairs

a. Flu Gas Analysis

b. Tube Rolling

c. Refracting

d. Insulating (internal)

II. Pneumatic and Electronic Controls

III. Pipe Repair, Fabricating, Welding Fitting, Victaulic, and Mechanical Joints.

IV. Air and Water Flow Balancing

V. Tools and Mechanic Skilled in Vibration Analysis, i.e., Tower Gear Boxes, Fan and Bearings, etc.

The final decisions as to their qualifications will rest on their ability to perform the necessary work in an efficient manner.

If more than one (1) mechanic is assigned to a job, unless Jefferson County is notified to the contrary, the second mechanic is assumed to be an apprentice and charges are to be at apprentice price.

As no single bidder can service all the needs of Jefferson County, the County has the option to make a multiple vendor award. Jefferson County shall reserve the right to seek competitive quotations from the awarded contract to determine the best price for each project.

Bidders must be able to provide local response time. Bidders are required to provide Jefferson County with a Texas State License.

Bidders should have a distributorship and/or accessibility to parts on short notice.

The word "holidays" is defined as those days, which are designated as holidays by Jefferson County for their employees.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

A1 Sheet Metal & A/C
Company Name

2935 Milam St.
Address

Beaumont, TX 77701
City State Zip

[signature]
Signature of Person Authorized to Sign

William Kratzer
Printed Name

Service Manager
Title

For clarification of this offer, contact:

Billy Kratzer
Name

409-221-7695
Phone Fax

bkratzer@a-1sheetmetal.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 65 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 50 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 90 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 70 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 115 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 80 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 97.50 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 67.50 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 115 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 80 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 135 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 100 /hour

(continued on next page)

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

Part II. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less furnished by Contractor	30 %
14	Equipment replacement chillers, boilers, direct expansion units, etc. for emergency replacement f.o.b job site	25 %
15	Sub-contractor percentage mark-up	10 %
16	Materials, supplies, and/or equipment furnished by contractor. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	30 %
17	Rental equipment furnished by contractor, with prior approval of the County	10 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Orangefield ISD

Address: 9974 FM 105 Orange, TX 77630

Contact Person and Title: Brian Ousley

Phone: 409-735-1282 Fax: 409-738-2397

Contract Period: Sept 2015-Aug 2016 Scope of Work: Service / Maintenance

REFERENCE TWO

Government/Company Name: Orion Engineered Carbons

Address: 1513 Echo Rd. Orange, TX 77632

Contact Person and Title: Alton Hanks

Phone: 409-980-7901 Fax:

Contract Period: April - Open-ended Scope of Work: Service / Maintenance

REFERENCE THREE

Government/Company Name: Carrier Commercial Services

Address: 820 Freeway Blvd. Rose City, TX 77662

Contact Person and Title: Colby Doucet

Phone: 409-550-0539 Fax:

Contract Period: Open-ended Scope of Work: Service / Projects

Bidder Shall Return Completed Form with Offer.

Signature Page

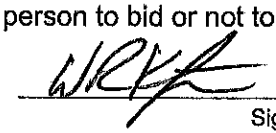
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

A1 Sheet Metal & AIC Bidder (Entity Name)	 Signature
2935 Milam St. Street & Mailing Address	William Kratzer Print Name
Beaumont, TX 77701 City, State & Zip	9-28-15 Date Signed
409-833-4715 Telephone Number	409-833-9947 Fax Number
a-1sheetmetal.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

William Kratzer - AZ Sheet Metal & A/C

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

      ☐ Yes ☒ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☒ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☒ No

   D. Describe each affiliation or business relationship:

      None

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   None

7.

   _____ 9-28-15

   Signature of person doing business with the governmental entity — Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

William Kratzer
Printed Name of Authorized Representative

WRK
Signature

Service Manager
Title

9-28-15
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: AZ Sheet Metal & A/C HUB: p Yes (p No)

Address: 2935 Milam St. Beaumont, TX 77701
Street City State Zip

Phone (with area code): 409-833-4715 Fax (with area code): 409-833-9947

Project Title & No.: HVAC Maintenance and Service Contract

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): William Kratzer

Title: Service Manager

Signature: WRK

Date: 9-28-15

E-mail address: bkratzer@a-1sheetmetal.com

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

Name (print or type): William Kratzer

Title: Service Manager

Date: 9-28-15

E-mail address: bkratzer@a-1sheetmetal.com

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared William Kratzer (name), who

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

"I, William Kratzer (name) am a duly authorized officer of/agent

for AZ Sheet Metal & A/C (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said AZ Sheet Metal & A/C (name of firm).

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

Name and address of bidder: AZ Sheet Metal & A/C

2935 Milam St. Beaumont, TX 77701

Fax: 409-833-9947 Telephone# 409-833-4715

by: William Kratzer (print name) Title: Service Manager

Signature: WK

SUBSCRIBED AND SWORN to before me by the above-named

on

this the 29th day of September, 2015.

GLENDA K. HANKS
Notary Public, State of Texas
My Commission Expires
March 14, 2019

Glenda K. Hanks
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that A1 Sheet Metal & A/C [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	94-2033891
Company Name submitting bid/proposal:	A1 Sheet Metal & A/C
Mailing address:	2935 Milam St. Beaumont, TX 77701
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
300005-000/025800-00000	2935 Milam St. Beaumont, TX 77701

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

A-1 SHEET METAL & A/C
2935 MILAM STREET
BEAUMONT, TEXAS 77701

RECEIVED 10:25 AM SEP 29 2015

DEBORAH L. CLARK - PURCHASING AGENT
BID NO. - IFB 15-019/YS
TERM CONTRACT FOR HVAC MAINTENANCE,
CAPITAL EQUIPMENT, REPAIRS, SUPPLIES, &
EMERGENCY DISASTER RELIEF SERVICE FOR
JEFFERSON COUNTY FACILITIES
DUE DATE - SEPTEMBER 29. 2015

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Alliance Mechanical Services
Company Name

P O Box 490
Address

Orangefield | TX | 77639
City | State | Zip

Signature of Person Authorized to Sign

Ed W Granger
Printed Name

President
Title

For clarification of this offer, contact:

Ed W. Granger
Name

409-670-1292 | 409-883-8596
Phone | Fax

edgranger@alliancemechanicalsvc.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 75.00 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 65.00 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 112.50 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 97.50 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 130.00 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 120.00 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 120.00 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 110.00 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 175.00 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 150.00 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 175.00 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 150.00 /hour

(continued on next page)

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

Part II. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less furnished by Contractor	30 %
14	Equipment replacement chillers, boilers, direct expansion units, etc. for emergency replacement f.o.b job site	25 %
15	Sub-contractor percentage mark-up	20 %
16	Materials, supplies, and/or equipment furnished by contractor. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	30 %
17	Rental equipment furnished by contractor, with prior approval of the County	20 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Orange

Address: P O Box 520 Orange, TX 77631

Contact Person and Title: Jim Wolf, Director of Public Works

Phone: 409-883-1023 Fax: 409-883-1965

Contract Period: 9/11 Scope of Work: HVAC installation & service

REFERENCE TWO

Government/Company Name: Evadale ISD

Address: P O Box 497 Evadale, TX 77615

Contact Person and Title: Shannon Adams, Director of Maintenance

Phone: 409-276-1337 Fax: 409-276-1908

Contract Period: 07/08 Scope of Work: HVAC installation & service

REFERENCE THREE

Government/Company Name: Hull-Daisetta ISD

Address: 117 N. Main Daisetta, TX 77533

Contact Person and Title: Mary Huckabay, Superintendent

Phone: 936-536-6321 Fax: 936-536-6251

Contract Period: 10/10 Scope of Work: HVAC installation & service

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

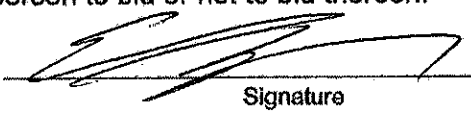
Alliance Mechanical Services
Bidder (Entity Name)

P O Box 490
Street & Mailing Address

Orangefield, TX 77639
City, State & Zip

409-670-1292
Telephone Number

edgranger@alliancemechanicalsvc.com
E-mail Address


Signature

Ed W Granger
Print Name

9-28-15
Date Signed

409-883-8596
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

      ☐ Yes ☑ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☑ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☑ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   NONE

7.

Signature of person doing business with the governmental entity — Date: 9-28-15

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative

Signature

President

Title

9-28-15

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Ed W Granger

Title: President

Signature: [signature]

Date: 9-28-15

E-mail address: edgranger@alliancemechanicalsvc.com

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

Name (print or type): Suzanne Graham

Title: Admin

Date: 9/28/15

E-mail address: sgraham@alliancemechanicalsvc.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that Alliance Mechanical Service [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that Alliance Mechanical Service [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	26-0309610
Company Name submitting bid/proposal:	Alliance Mechanical Services
Mailing address:	P O Box 490 Orangefield, TX 77639
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Tx COUNTY OF Orange

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

on this day personally appeared Ed W. Granger (name), who

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

"I, Ed W. Granger (name) am a duly authorized officer of/agent

for Alliance Mechanical Services (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Alliances Mechanical Services (name of firm).

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

Name and address of bidder: ED W. GRANGER ALLIANCE MECHANICAL SERVICES
PO Box 490, ORANGFIELD, TX 77639

Fax: 409-883-8596 Telephone# 409-670-1292

by: Ed W. Granger (print name) Title: President

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

on

this the 28th day of September, 2015.

SUZANNE GRAHAM
Notary Public, State of Texas
My Commission Expires
August 18, 2016

Notary Public in and for
the State of TX

Bidder Shall Return Completed Form with Offer.

Alliance Mechanical Services
P O Box 490
Orangefield, TX 77639

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

Bid No: IFB 15-019/YS
Term Contract for HVAC Maintenance, Capital Equipment, Repairs, Supplies & Emergency Disaster Relief Service for Jefferson County Facilities

ORIGINAL

4445 Westpark Drive
Beaumont, TX 77705
Phone 409-842-3737
Fax 409-842-3738

Contact:
Corey Rigby
Phone 409-937-0331
Fax 409-842-3738
crigby@ic-mechanical.com

BID NAME:	TERM CONTRACT FOR HVAC MAINTENANCE, CAPITAL EQUIPMENT, REPAIRS, SUPPLIES, AND EMERGENCY DISASTER RELIEF SERVICES FOR JEFFERSON COUNTY FACILITIES
BID NO:	IFB 15-019/YS
DUE DATE/TIME:	11:00 AM, CDT, SEPTEMBER 29, 2015
MAIL OR DELIVER TO:	JEFFERSON COUNTY PURCHASING DEPARTMENT 1001 PEARL STREET, 3RD FLOOR BEAUMONT, TX 77701

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

August 31, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-019/YS, Term Contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson. tx.us, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening. Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

BID NAME:	**Term Contract for HVAC Maintenance, Capital Equipment, Repairs, Supplies, & Emergency Disaster Relief Service for Jefferson County Facilities**
BID NO:	**IFB 15-019/YS**
DUE DATE/TIME:	**11:00 AM CDT, September 29, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1001 Pearl Street, 3rd Floor Beaumont, Texas 77701**

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

We look forward to your active participation in this solicitation.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – September 2nd and September 9th, 2015

IFB 15-019/YS
Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities
Bids due: 11:00 AM CDT, September 29, 2015

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

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

6. Rejection or Withdrawal

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

7. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. Award

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

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

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

9. Contract

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

10. Waiver of Subrogation

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

11. Fiscal Funding

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

12. Bid Results

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

13. Changes and Addenda to Bid Documents

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

14. Specifications

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

15. Delivery

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

16. Interpretation of Bid and/or Contract Documents

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

17. Currency

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

18. Pricing

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

19. Notice to Proceed/Purchase Order

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

20. Certification

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

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

21. Definitions

"County" – Jefferson County, Texas.

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

22. Minority-Women Business Enterprise Participation

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

23. Historically Underutilized Business Program

Jefferson County is committed to the development of the business community and minority involvement. The Jefferson County Historically Underutilized Business Program, known as HUB shall demonstrated the effectiveness in contributing to the growth of small business through innovation and expanding opportunities to minority and woman-owned businesses. The Jefferson County Historically Underutilized Business Program's overall goal is to award at least twenty percent (20%) of all professional services agreements (over $25,000 per agreement) to qualified minority business enterprises each year and ten percent (10%) for construction contracts exceeding $50,000.00.

The contractor must document its good faith efforts toward meeting certified minority and women-owned business enterprise utilization plans.

General Terms and Conditions of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net,

exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

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

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

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

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

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

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

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

1.20 Vendor Registration: SAM (System for Award Management). Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

1.21 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclu-

sive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

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

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

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

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

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

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

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

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifica-

tions. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

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

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. **Bid Requirement**

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

2. **Multiple Vendor Award**

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

3. **Delivery**

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

4. **Payment**

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

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

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

5. **Usage Reports**

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

6. **Insurance**

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

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

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

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

Minimum Insurance Requirements

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

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-019/YS.

SCOPE

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for a term contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities for an initial contract period of one (1) year, with an option to renew for up to four (4) additional years.

1. General
    a. Furnish all labor, materials and equipment to correct, improve, replace or repair all HVAC Systems as required and upon proper authorization by a representative of Jefferson County.
    b. Emergency service to be available on a twenty-four (24) hour, seven-day-a-week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.
2. Contractor Will
    a. Furnish all labor, material and/or equipment necessary to inspect, install replacement parts and service the subject equipment as requested by County.
    b. Provide emergency service as requested and required by County.
    c. Provide County equal or preferential service over all other types of service normally undertaken by contractor.
    d. Assist in shutting down of equipment after cooling season, draining of water lines, pump, condenser and/or tower to prevent freezing; if requested by County.
    e. Provide inspection service as requested and provide County with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.
3. Jefferson County Will
    a. Notify contractor when repairs, replacements, service or inspections are required by County.
4. Detail
    a. This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays excepted. (The hourly rate as stated in the bid should include travel to and from the job.)
    b. Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.
    c. During fulfillment of this agreement, contractor shall take all reasonable precautions to avoid injury to persons and damage to property.

d. Contractor shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein. It is understood that his proposal sets forth the entire agreement. Major units (value over $500) falling under the scope of this paragraph must be approved by owner's representative. It is the desire of owner to replace units with original equipment brands. A unit by any other manufacturer is subject to owner's approval.

e. County reserves the right to request copy of invoices from supplier to contractor including freight charges in order for owner to verify costs.

f. Replacement of parts that have an individual cost exceeding $2500 shall be under the jurisdiction of Jefferson County and will be subject to bid with purchase of what is considered best for the County.

- It is understood and agreed that all replaced parts and equipment become the contractor's property and will be removed from owner's premises and that all replacement parts and units become the owner's property.

g. Questions regarding equipment at specific facilities should be directed to:

David Knight (Courthouse Maintenance) – (409)835-8511

Mark Bernard (Subcourthouse Maintenance) – (409)983-8307

Frank Adams (Mid-County Maintenance) – (409)719-5950

John Hughes (Ford Park) – (409)951-5400

NOTE: The following is to become a part of the provisions of the bid. The qualifications of the mechanics must be such as to satisfy the Directors of Above Listed Facilities of Jefferson County. Contractor will be expected to have immediately available mechanics skilled in the herein named types of heating, ventilating, and air conditioning work, including mechanics skilled in centrifugal equipment repair.

I. Boiler Repairs

a. Flu Gas Analysis

b. Tube Rolling

c. Refracting

d. Insulating (internal)

II. Pneumatic and Electronic Controls

III. Pipe Repair, Fabricating, Welding Fitting, Victaulic, and Mechanical Joints.

IV. Air and Water Flow Balancing

V. Tools and Mechanic Skilled in Vibration Analysis, i.e., Tower Gear Boxes, Fan and Bearings, etc.

The final decisions as to their qualifications will rest on their ability to perform the necessary work in an efficient manner.

If more than one (1) mechanic is assigned to a job, unless Jefferson County is notified to the contrary, the second mechanic is assumed to be an apprentice and charges are to be at apprentice price.

As no single bidder can service all the needs of Jefferson County, the County has the option to make a multiple vendor award. Jefferson County shall reserve the right to seek competitive quotations from the awarded contract to determine the best price for each project.

Bidders must be able to provide local response time. Bidders are required to provide Jefferson County with a Texas State License.

Bidders should have a distributorship and/or accessibility to parts on short notice.

The word "holidays" is defined as those days, which are designated as holidays by Jefferson County for their employees.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Industrial & Commercial Mechanical
Company Name

For clarification of this offer, contact:

4445 Westpark Ave
Address

Corey Rigby
Name

Beaumont TX 77705
City State Zip

409-937-0331 409-842-3738
Phone Fax

Corey Rigby
Signature of Person Authorized to Sign

crigby@ic-mechanical.com
E-mail

Corey Rigby
Printed Name

Service Sales Rep
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Clarifications

1. ICM requires a 48 hour notice of a potential evacuation in order to make arrangements for our mechanics to prepare their families prior to the evacuation.
2. Once ICM is notified of the mandatory evacuation, and we are officially required to have a mechanic and apprentice on standby status, the labor charges would begin at the appropriate rates listed in the bid form. This is required to compensate the mechanic and apprentice for remaining behind in a potential dangerous environment. These charges would remain in effect until the mandatory evacuation is lifted, and would then return to an as needed basis based on the appropriate rates listed on the bid form.

Bid Form

Part I. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 78 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 65 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 84.50 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 84.50 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 127.50 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 110.50 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 127.50 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 127.50 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 127.50 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 110.50 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 110.50 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 110.50 /hour

(continued on next page)

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

Part II. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less furnished by Contractor	25 %
14	Equipment replacement chillers, boilers, direct expansion units, etc. for emergency replacement f.o.b job site	20 %
15	Sub-contractor percentage mark-up	15 %
16	Materials, supplies, and/or equipment furnished by contractor. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	20 %
17	Rental equipment furnished by contractor, with prior approval of the County	15 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christina Stafford
Gulf Coast Insurance Agency PO Box 7750 Beaumont TX 77726	PHONE (A/C, No, Ext): (409) 924-3302 FAX (A/C, No): (409) 924-3302 E-MAIL ADDRESS: cs1@gcia-tx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: James River	
INSURER B: Liberty Mutual Insurance Company	
INSURER C: Texas Mutual Insurance Co.	
INSURER D: Alterra Excess & Surplus Ins. Co.	
INSURER E:	
INSURER F:	

INSURED	
Industrial & Commercial Mechanical, LLC 4445 Westpark Ave. Beaumont TX 77705	

COVERAGES **CERTIFICATE NUMBER:** Master 2015/2016 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			00052325-2	3/8/2015	3/8/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits Liability	$ 1,000,000 $ 50,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			BA1040584	3/8/2015	3/8/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			MAXA3EC5000071315	3/8/2015	3/8/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001235662- TX WC420304A- LA	3/8/2015 3/8/2015	3/8/2016 3/8/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Jefferson County
Deborah Clark
1001 Pearl Street
Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Haynes/CMS

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Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Lamar University

Address: 4400 MLK Blvd, Beaumont, TX 77710

Contact Person and Title: Tom Griffin - Operations Manager

Phone: 409-790-0911 Fax:

Contract Period: 5 yrs Scope of Work: HVAC-Chillers-Boilers

REFERENCE TWO

Government/Company Name: L'Auberge Casino Hotel

Address: 777 Ave L'Auberge, Lake Charles, LA 70601

Contact Person and Title: RC Morgan Director of Maintenance

Phone: 337-292-0263 Fax:

Contract Period: 9 yrs Scope of Work: HVAC-Chillers-Boilers

REFERENCE THREE

Government/Company Name: Jefferson County Correctional Facility

Address: 5030 Hwy 69S Beaumont, TX 77705

Contact Person and Title: Trent Mattison Director of Maintenance

Phone: 409-656-1544 Fax:

Contract Period: 5yrs Scope of Work: HVAC-Chillers-Boilers

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Industrial + Commercial Mechanical, LLC
Bidder (Entity Name)

Corey Rigby
Signature

PO Box 22496
Street & Mailing Address

Corey Rigby
Print Name

Beaumont, TX 77720
City, State & Zip

9/2/15
Date Signed

409-842-3737
Telephone Number

409-842-3738
Fax Number

crigby@ic-mechanical.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

N/A

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

      ☐ Yes ☑ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☑ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☑ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   N/A

7.

N/A

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Corey Rigby
Printed Name of Authorized Representative

Corey R
Signature

Service Sales Rep
Title

9/2/15
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Corey Rigby

Title: Service Sales Rep

Signature: Corey Rigby

Date: 9/2/15

E-mail address: crigby@ic-mechanical.com

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

Name (print or type): Bonita Segura

Title: Service Manager

Date: 9/2/15

E-mail address: bsegura@ic-mechanical.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Industrial & Commercial Mechanical [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	45-[redacted]4656598
Company Name submitting bid/proposal:	Industrial & Commercial Mechanical, LLC
Mailing address:	PO Box 22496 Beaumont, TX 77720
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
700010-000-297920-00000	4445 Westpark Ave Beaumont, TX 77705

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Corey Rigby (name), who

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

"I, Corey Rigby (name) am a duly authorized officer of/agent

for Industrial & Commercial Mechanical, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Industrial & Commercial Mechanical, LLC (name of firm).

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

Name and address of bidder: Industrial & Commercial Mechanical, LLC
4445 Westpark Ave, Beaumont, TX 77705

Fax: 409-842-3738 Telephone# 409-842-3737

by: Corey Rigby (print name) Title: Service Sales Rep

Signature: Corey Rigby

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

this the 4th day of September, 2015.

Carrie Sarver
Notary Public in and for
the State of Texas

CARRIE SARVER
Notary Public State of Texas
NOTARY ID 1073594-8
COMMISSION EXPIRES
JULY 3, 2018

Bidder Shall Return Completed Form with Offer.

105

ICM
4445 Westpark Ave
Beaumont, TX 77705

UPS Worldwide Expedited

Do not use this box for: **UPS Ground**
UPS Standard
UPS 3 Day Select℠

Apply shipping document

RECEIVED AT 8:54 AM SEP 29 2015

Bid Name: Term Contract for HVAC Maintenance, Capital Equipment, Repairs, Supplies & Emergency Disaster Relief Service for Jefferson County Facilities

Bid No: IFB 15-019/YS

Due Date/Time: 11:00 am CDT, September 29, 2015

Mail or Deliver To: Jefferson County Purchasing Dept.
1001 Pearl St. 3rd Floor
Beaumont, TX 77701

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Johnson Controls, Inc.
Company Name

4683 College Street
Address

Beaumont Texas 77707
City State Zip

Dal W. Badgett
Signature of Person Authorized to Sign

Dal W. Badgett
Printed Name

Branch Service Manager
Title

For clarification of this offer, contact:

John Post
Name

409-730-2574 409-840-5258
Phone Fax
409-291-6131 (cell)

John.W.Post@JCI.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 85.00 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 65.00 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 127.50 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 97.50 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 170.00 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 130.00 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 85.00 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 65.00 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 127.50 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 97.50 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 170.00 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 130.00 /hour

(continued on next page)

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

Part II. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less furnished by Contractor	15 %
14	Equipment replacement chillers, boilers, direct expansion units, etc. for emergency replacement f.o.b job site	-50 % MLP Less 50%
15	Sub-contractor percentage mark-up	15 %
16	Materials, supplies, and/or equipment furnished by contractor. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	15 %
17	Rental equipment furnished by contractor, with prior approval of the County	15 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: City Hall, 801 Main, Suite 320, Beaumont, Texas 77701

Contact Person and Title: Laura Clark, Chief Financial Officer

Phone: 409-880-3789 Fax: 409-880-3132

Contract Period: 10/2013 - 9/2020 Scope of Work: Water Meter Retrofit and Leak Detection

REFERENCE TWO

Government/Company Name: Federal Correction Complex (FCC)

Address: 4550 Hebert Road, Beaumont, Texas 77705

Contact Person and Title: Ricki Miller rgmiller@bop.gov

Phone: 409-727-8187 Fax: 409-720-5000

Contract Period: 2011-2021 Scope of Work: Energy Savings Performance Contract

REFERENCE THREE

Government/Company Name: E.I. DuPont De Nemours

Address: 3055 FM 1006, Orange, Texas 77630

Contact Person and Title: Perry Nelms, Site Contract Administrator

Phone: 409-886-9441 Fax: 866-398-8661

Contract Period: 1995 - Current Scope of Work: HVAC Plant Wide Maintenance, Repair, Replace and IAQ.

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Johnson Controls, Inc Bidder (Entity Name)	Dal W. Badgett Signature
4683 College Street Street & Mailing Address	DAL W. BADGETT Print Name
Beaumont, Texas 77707 City, State & Zip	9-18-2015 Date Signed
409-730-2576 Telephone Number	409-840-5258 Fax Number
Dal.W.Badgett@JCI.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

   NOT APPLICABLE

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

      ☐ Yes ☐ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☐ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Not Applicable
Signature of person doing business with the governmental entity

9-11-15
Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Dal W. Bassett
Printed Name of Authorized Representative

Dal W. Bassett
Signature

Branch Service Manager
Title

9-18-2015
Date

Johnson Controls self-performs all work. Johnson Controls seeks opportunities to purchase goods from HUBs.

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Dal W. Badgett

Title: Branch Service Manager

Signature: Dal W. Badgett

Date: 9-16-2015

E-mail address: Dal.W.Badgett@JCI.com

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

Name (print or type): Andrea Havard

Title: Customer Service Agent

Date: 9-11-15

E-mail address: Andrea.M.Havard@JCI.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Johnson Controls, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	39-0380010
Company Name submitting bid/proposal:	Johnson Controls, Inc
Mailing address:	4683 College Street, Beaumont, Texas 77707
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Dal W. Badgett (name), who

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

"I, Dal. W. Badgett (name) am a duly authorized officer of/agent

for Johnson Controls, Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Johnson Controls, Inc. (name of firm).

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

Name and address of bidder: Johnson Controls, Inc.

4683 College Street, Beaumont, Texas 77707

Fax: 409-840-5258 Telephone# 409-730-2247

by: Dal W. Badgett (print name) Title: Branch Service Manager

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Dal W. Badgett, Branch Service Manager, Johnson Controls on

this the 18th day of September, 2015.

CYNTHIA J ODOM NOTARY PUBLIC STATE OF TEXAS EXPIRES 9-19-2017

Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

Johnson Controls, Inc.
1683 College Street
Beaumont, TX 77707

Attn: Jefferson County Purchasing Department
Bid Name: Lease Contract for HVAC Maintenance
Bid No.: HTE 15-049/JS
Bid Due: 8/4/2015 11:00am

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Nance International
Company Name

3915 Milam
Address

Beaumont TX. 77701
City State Zip

Benson Jarrell
Signature of Person Authorized to Sign

Benson Jarrell
Printed Name

Sales Manager
Title

For clarification of this offer, contact:

Benson Jarrell
Name

409-838-6127 / 409-838-6219
Phone Fax

b.jarrell@nanceinternational.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 15-019/YS, Term Contract for HVAC Maintenance, Capital Equipment, Services, Repair, Supplies, & Emergency Disaster Relief for Jefferson County Facilities. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Part I. Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 89.00 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 49.00 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 124.00 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$ 69.00 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 124.00 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 72.00 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 124.00 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 72.00 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 124.00 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$ 72.00 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 124.00 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 72.00 /hour

(continued on next page)

Bidder Shall Return Completed Form with Offer.

Bid Form (Continued)

Part II. Parts, Equipment, etc. Discounts
Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
13	Parts with cost of $1,500.00 or less furnished by Contractor	25 %
14	Equipment replacement chillers, boilers, direct expansion units, etc. for emergency replacement f.o.b job site	20 %
15	Sub-contractor percentage mark-up	15 %
16	Materials, supplies, and/or equipment furnished by contractor. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	20 %
17	Rental equipment furnished by contractor, with prior approval of the County	15 %

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Austin Investments

Address: 350 Magnolia Bmt. TX 777

Contact Person and Title: Greg Austin

Phone: 409-363-4648 Fax:

Contract Period: 10 yrs + Scope of Work: Chiller / Air Handler

REFERENCE TWO

Government/Company Name: Ed A Wilson (Jack Brooks Fed. Building)

Address: 300 Willow St. Bmt. TX 77701

Contact Person and Title: Brian Boehm

Phone: 713-724-0568 Fax:

Contract Period: 1-yr. Scope of Work: Boiler Service

REFERENCE THREE

Government/Company Name: Parkdale Mall

Address: 6155 Eastex Freeway Suite 300 Bmt. TX 77706

Contact Person and Title: Mike Jones

Phone: 898-7224 Fax:

Contract Period: 2-yrs Scope of Work: Mall HVAC

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Nance International	Benson Jarrell
Bidder (Entity Name)	Signature
2915 Milam	Benson Jarrell
Street & Mailing Address	Print Name
Beaumont, TX. 77701	9-28-15
City, State & Zip	Date Signed
409- 838-6127	409- 838-6219
Telephone Number	Fax Number
b.jarrell@nanceinternational.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity N/A	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business with local governmental entity.	
2. ☐ Check this box is you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

N/A

5. Name of local government officer with whom filer has affillation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

      ☐ Yes ☐ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☐ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☐ No

   D. Describe each affiliation or business relationship:

6. Describe any other affillation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Benson Jarrell
Printed Name of Authorized Representative

Benson Jarrell
Signature

Sales Manager
Title

9-28-15
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Benson Janecky	Benson Janecky	9-28-15
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

N/A

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

n/a

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Nance International [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	760528225
Company Name submitting bid/proposal:	Nance International Inc.
Mailing address:	3915 Milam Bmt. Tx. 77701
If you are an individual, list the names and addresses of any partnership of which you are a general partner: none!	

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

Jefferson County Tax Acct. No.*	Property address or location**
none!	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Benson Jarrell (name), who

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

"I, Benson Jarrell (name) am a duly authorized officer of/agent

for Nance Intl. Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Nance International, Inc. (name of firm).

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

Name and address of bidder: Nance International, Inc.
2915 Milam Beaumont TX 77701

Fax: 409-838-6219 Telephone# 409-838-6127

by: Benson Jarrell (print name) Title: Sales Manager

Signature: Benson Jarrell

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

this the 29 day of September, 2015.

Tara Holland
Notary Public in and for
the State of Texas

NOTARY PUBLIC STATE OF TEXAS
TARA HOLLAND
My Commission Expires
May 24, 2016

Bidder Shall Return Completed Form with Offer.

Nance International
2915 Milam
Bmt. Tx. 77701
Benson Jarrell

INDUSTRIAL • COMMERCIAL • PETROCHEMICAL • MARINE • OFFS

NANCE INTERNATIONAL
TACLA 004221C
www.nanceinternational.com
2915 Milam Street, Beaumont, Texas, USA 77701

BENSON JARRELL
Commercial /Industrial Sales Manager
b.jarrell@nanceinternational.com
T 409.838
F 409.838
M 409.284

RECEIVED 10:33 AM SEP 2015

Jefferson County Purch. Dept.
1001 Pearl St. 3rd Fl.
Bmt. Tx. 77701

Bid # IFB 15-019/YS

Bid Name: Term Contract for HVAC Maint.
Cap. Eqpt. Repairs En. Air Arts Relief
of County Eqpt.

Due Date: sept. 29, 2015 11:00 Am

Attn: Deborah Clark

CONTRACT RENEWAL FOR IFB 11-040/AW, TERM CONTRACT FOR HERBICIDES FOR JACK BROOKS REGIONAL AIRPORT (JEFFERSON COUNTY)

The County entered into a contract with Alligare, LLC for one (1) year, from October 17, 2011 to October 16, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from October 13, 2015 to October 12, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Alligare, LLC

(Name)

CONTRACT RENEWAL FOR IFB 11-040/AW, TERM CONTRACT FOR HERBICIDES FOR JACK BROOKS REGIONAL AIRPORT (JEFFERSON COUNTY)

The County entered into a contract with Red River Specialties, Inc. for one (1) year, from October 17, 2011 to October 16, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from October 13, 2015 to October 12, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Red River Specialties, Inc.

(Name)

CONTRACT RENEWAL FOR IFB 13-024/JW
TERM CONTRACT FOR MORGUE TRANSPORT SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with BJ Transport Service for one (1) year, from November 12, 2013 to November 11, 2014 with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from November 10, 2015 to November 9, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
BJ Transport Service

(Name)

CONTRACT RENEWAL FOR IFB 14-041/JW, TERM CONTRACT FOR LIQUID SOIL STABILIZER FOR JEFFERSON COUNTY

The County entered into a contract with Base Seal International, Inc. for one (1) year, from October 27, 2014 to October 26, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a first one (1) additional year from October 26, 2015 to October 27, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Base Seal International, Inc.

(Name)

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

May 8, 2015

DRC Emergency Services, LLC.
2009-C W14th Street
Houston TX 77008
Attn: Mr. Brian LaRiviere

Dear Mr. LaRiviere:

Please be advised the annual contract for Emergency Disaster Assistance Recovery for Jefferson County (RFP 10-002/KJS) will expire on October 26, 2015. It is requested that your company extend your current contract prices for an additional forty-five (45) days, with the expiration date being Wednesday, December 9, 2015.

Please sign the acknowledgment below to indicate your agreement and return. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
Purchasing Agent

DC: ys

Price Extension Received and Accepted: September 30, 2015
Date

Project Number: 10/002-KJS

Contractor: DRC Emergency Services, LLC

Signature:

Print Name and Title: Kristy Fuentes, VP, Secretary & Treasurer

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

September 25, 2015

Crowder Gulf
5435 Business Parkway
Theodore AL 36582
Attn: Mr. John Ramsay

Dear Mr. Ramsay:

Please be advised the annual contract for Emergency Disaster Assistance Recovery for Jefferson County (RFP 10-002/KJS) will expire on October 26, 2015. It is requested that your company extend your current contract prices for an additional forty-five (45) days, with the expiration date being Wednesday, December 9, 2015.

Please sign the acknowledgment below to indicate your agreement and return. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
Purchasing Agent

DC: ys

Price Extension Received and Accepted: 09/25/15
Date

Project Number: RFP 10-002/KJS

Contractor: CrowderGulf

Signature:

Print Name and Title: John Ramsay - President

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

EQUAL HOUSING OPPORTUNITY

4-28-2014

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are JOE & PEGGY MCCLENDON (Seller) and PHILLIP & LYDIA HALLMARK (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements and accessories are collectively referred to as the "Property".

A. LAND: Lot _____ Block _____, PT OF Hillebrandt Heights Unrec 1.00ac 2.00 Addition, City of BEAUMONT, County of JEFFERSON, Texas, known as 11254 KENNER RD 77705 (address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items,** if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____.

9/23/15

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing ..... $ [redacted]

B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) ..... $ -0-

C. Sales Price (Sum of A and B) ..... $ [redacted]

9/23/15

4. FINANCING (Not for use with reverse mortgage financing): The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

☐ A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of $_____ (excluding any loan funding fee or mortgage insurance premium).

(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

(2) Credit Approval: (Check one box only)

☐ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.

☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

☐ B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

☐ C. SELLER FINANCING: A promissory note from Buyer to Seller of $_____, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit $ 500.00 as earnest money with Peggy McClendon, as escrow agent, at _____ (address). Buyer shall deposit additional earnest money of $_____ with escrow agent within ____days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☑ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by STEWART Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 4.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: ☐(i) will not be amended or deleted from the title policy; ☐(ii) will be amended to read, "shortages in area" at the expense of ☐Buyer ☐Seller.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☑(1) Within Received days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☑Seller's ☐Buyer's expense no later than 3 days prior to Closing Date.

☐(2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐(3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: _____

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender

within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐is ☐is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**
Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.
If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)

☐ (1) Buyer has received the Notice.

☑ (2) Buyer has not received the Notice. Within 3 days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☐ (3)The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)

☐ (1) Buyer accepts the Property As Is.

☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: JACUZZI TUB IN WORKING ORDER, VENT A HOOD LIGHT IN WORKING ORDER, Garage door Openers working, Bathroom #2 toilet
(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.) Secured, Debris Piles cleaned on Property

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the

Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before SEPTEMBER 25, 20 15, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

(5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION:

A Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☑ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. Leases:

(1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.

(2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.) SELLER TO Release adjacent County Leased property to Buyer AND ALL FUTURE RIGHTS TO MAINTAIN COUNTY LEASE UPON CLOSING. SELLER TO PROVIDE BUYER CONTRACT OF LEASE FROM COUNTY FOR THE LEASE PROPERTY.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed $_____ to be applied in the

following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of

the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:	PO Box 105 Stowell TX 77661	**To Seller at:**	520 Bass Rd Beaumont TX 77705
Telephone:	(409) 782 8158	Telephone:	(409) 729 1832
Facsimile:	( )	Facsimile:	( )
E-mail:	philhallmark@gmail.com	E-mail:	PMcCloud940@hot.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- ☐ Third Party Financing Addendum for Credit Approval
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Other (list): _____

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller $_____ (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐will ☐will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____	Seller's Attorney is: _____
_____	_____
Telephone: ( ) _____	Telephone: ( ) _____
Facsimile: ( ) _____	Facsimile: ( ) _____
E-mail: _____	E-mail: _____

EXECUTED the 20 day of September, 20 15 (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____ Seller _____

Buyer _____ Seller _____

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov)
TREC NO. 20-12. This form replaces TREC NO. 20-11.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Name of Associate's Licensed Supervisor _____ Telephone _____

Associate's Name _____ Telephone _____

Other Broker's Address _____ Facsimile _____

City _____ State _____ Zip _____

Associate's Email Address _____

Listing Broker Firm _____ License No. _____

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Name of Associate's Licensed Supervisor _____ Telephone _____

Listing Associate's Name _____ Telephone _____

Listing Broker's Office Address _____ Facsimile _____

City _____ State _____ Zip _____

Listing Associate's Email Address _____

Selling Associate's Name _____ Telephone _____

Name of Selling Associate's Licensed Supervisor _____ Telephone _____

Selling Associate's Office Address _____ Facsimile _____

City _____ State _____ Zip _____

Selling Associate's Email Address _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of $_____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☒ Contract and ☐ $ N/A Earnest Money in the form of N/A is acknowledged.

Escrow Agent: Jeanne Rodgers Date: 9/21/15

By: Shanta Umbe Email Address _____

Address Stewart Title Company 3400 Highway 365, Ste 101 Telephone (___) _____

City Port Arthur State Texas Zip 77642 Facsimile: (___) _____

LEASE AGREEMENT

July 18, 2011

THE STATE OF TEXAS	**§**	**JOE McCLENDON**
	§	
COUNTY OF JEFFERSON	**§**	

THIS AGREEMENT is made and entered into by and between **Jefferson County,** a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Robert L. Whitman, Jr.**, hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following four (4) properties, in Jefferson County, Texas, hereinafter called the "Property.":

1. **476 Bass Road, Beaumont, TX 77705**, being described as **Tr 3 Hillebrandt 28 Heights Unrec .68 Abstract 029300**.
2. **492 Bass Road, Beaumont, TX 77705**, being described as **28 Tr 2 & Hillebrandt Heights Unrec .414 Abstract 029300**.
3. **11034 Kenner Road, Beaumont, TX 77705**, being described as **20 Hillebrandt 21 Heights Unrec 1.061 Abstract 029300**.
4. **11248 Kenner Road, Beaumont, TX 77705**, being described as **Lot 18 Hillebrandt Heights Unrec. Sec 3 Abstract 029300**.

The lease amount shall be **$240.00** per year, payable at the start of each year. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the Property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;

7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health; or
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County.

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "**AS IS**."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Joe McClendon, Jr., 11254 Kenner Road, Beaumont, TX 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on _____.

_____

JEFF R. BRANICK, COUNTY JUDGE

_____

LESSEE: JOE McCLENDON

Attest:

_____

Carolyn Guidry, County Clerk

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **476 BASS ROAD, BEAUMONT, TX 77705**, **492 BASS ROAD, BEAUMONT, TX 77705**, **11034 KENNER ROAD, BEAUMONT, TX 77705**, AND **11248 KENNER ROAD, BEAUMONT, TX 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **1551 HILLEBRANDT ACRES, BEAUMONT, TX 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **LYNN PRESCOTT**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

_____ _____

Signature Date

_____

Printed Name

_____

Address

_____

Telephone Number

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

CUSTOMER INFORMATION					
Legal Name	Jefferson County				
Bill To Address	P.O. Box 1151				
City	Beaumont	**State**	TX	**Zip Code**	77704

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

The following terms shall apply to all Service transactions:

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

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

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

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

3. **Reserved.**

4. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. Notwithstanding the foregoing, pricing shall be in accordance with Appendix C of DIR Contract No. DIR-TSO-3041. Termination shall be in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041.

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

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

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

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

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

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

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

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

The following terms shall apply to all Product sale transactions:

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

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

The following terms shall apply to all transactions:

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

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

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

16. **Governing Law; Entire Agreement**. DIR Contract No. DIR-TSO-3041, this Agreement and any Order shall be governed by the laws of the State of Texas. Venue shall be in the State Courts of Travis County, Texas. Nothing

herein shall be construed to waive the State's sovereign immunity. This Agreement and DIR Contract No. DIR-TSO-3041 constitutes the entire agreement between the parties and may not be amended except in writing signed by an officer or authorized representative of Ricoh and DIR. All Orders shall be governed by the terms and conditions of this Agreement and DIR Contract No. DIR-TSO-3041, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. In the event of conflict the DIR Contract No. DIR-TSO-3041 shall prevail. PURCHASE ORDERS ISSUED BY CUSTOMER FOR PRODUCTS AND/OR SERVICES FROM RICOH, EVEN IF THEY DO NOT EXPRESSLY REFERENCE OR INCORPORATE THIS AGREEMENT, SHALL BE SUBJECT TO THIS AGREEMENT AND SERVE ONLY TO IDENTIFY THE PRODUCTS AND/OR SERVICES ORDERED AND SHALL NOT BE DEEMED TO ALTER OR OTHERWISE MODIFY THE TERMS AND CONDITIONS OF DIR CONTRACT NO. DIR-TSO-3041 AND THIS AGREEMENT. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of DIR Contract No. DIR-TSO-3041 and this Agreement are held to be invalid or unenforceable, neither shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement and any Orders may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement shall be in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3041.

CUSTOMER		**RICOH USA, INC.**	
By:		By:	
Name:	Jeff Branick	Name:	
Title:	County Judge	Title:	
Date:	10/12/2015	Date:	

End of Appendix F

RICOH

ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:	01-Jul-2015	Sale Type :	CASH

BILL TO INFORMATION

Customer Legal Name: JEFFERSON COUNTY			
Address Line 1: 1149 PEARL ST FL 7		**Contact:**	Grammer,Jessica
Address Line 2: AUDITORS OFFICE		**Phone:**	(409)983-8340
City: BEAUMONT		**E-mail:**	jgrammer@co.jefferson.tx.us
ST / Zip: TX/77701-3638	**County:** JEFFERSON	**Fax:**	

ADDITIONAL ORDER INFORMATION

Check All That Apply:

☑ Sales Tax Exempt (Attach Valid Exemption Certificate) ☑ Fixed Service Charge ☐ Add to Existing Service Contract # _____

☐ PO Included PO#_____ ☐ PS Service (Subject to and governed by separate Statement of Work)

☐ Syndication ☐ IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION

Service Term *(Months)*	Base Billing Frequency	Overage Billing Frequency
60 Months	MONTHLY	MONTHLY

SHIP TO INFORMATION

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

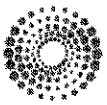
PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance *(Per Base Billing Frequency)*	B/W Ovg	Color Allowance *(Per Base Billing Frequency)*	Color Ovg	Service Base *(Per Base Billing Frequency)*	Sell Price	Extended Sell Price
RICOH SP5200DN	15	Gold	N/A	$0.008	N/A	N/A		$1,150.00	$17,250.00
RICOH SPC831DN	1	Gold	N/A	$0.01	N/A	$0.07		$3,078.50	$3,078.50

RICOH

ORDER TOTALS		
Service Type Offerings:	**Product Total:**	$20,328.50
Gold: Includes all supplies and staples. Excludes paper.	**BASIC CONNECTIVITY / PS / IT Services:**	$0.00
Silver: Includes all supplies. Excludes paper and staples.	**Buyout:**	$0.00
Bronze: Parts and labor only. Excludes paper, staples and supplies.	**Grand Total: (Excludes Tax)**	$20,328.50
Additional Provisions:		
Contract for State of Texas DIR TSO-3041		

Accepted by Customer	***Accepted: Ricoh USA, Inc.***
Authorized Signature:	Authorized Signature:
Printed Name: Jeff Branick	Printed Name:
Title: County Judge	Title:
Date: 10/12/2015	Date:



THOMSON REUTERS™

ADDENDUM 1

September 25, 2015

Ms. Carolyn Guidry, County Clerk
Jefferson County
1001 Pearl Street
Beaumont, TX 77701

RE: Addendum 1 to Statement of Work TX2012.001.01SOW

Dear Carolyn:

Thank you for giving Manatron, Inc. – a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") the opportunity to offer this addendum to Jefferson County (the "County"). Attached is a summary of the work for this addendum, with pricing and space for an authorized signature. This addendum is issued in conjunction with Statement of Work TX2012.001.01SOW dated March 7, 2012 between the County and TRTA Gov. Except as modified herein, all the terms and conditions of that agreement will remain in full force and effect.

The pricing and scope contained in this addendum are valid for 90 calendar days from the date shown above. Work scheduling will commence upon receipt of an executed copy of this addendum signed by yourself or a duly authorized representative of the County. A summary of this addendum is as follows.

Summary –

TRTA Gov will:

- Exclude Volumes 1 – 200 of Mortgage and Lien from the Full Indexing portion of the current SOW (Priority No. 5);
- Perform digital conversion of an additional 22 Deed volumes (an estimated 13,750 images); and
- Process an estimated 163,952 Deed documents for Full Indexing based on the established indexing rules.

Project Price –

Estimated net cost of $118,633.08.

Sincerely,

Dan Cullerton

Dan Cullerton
Program Manager, Tax & Accounting, Government

The following sections describe this addendum in more detail.

DETAILED PRICE BREAKDOWN

DESCRIPTION	ESTIMATED FEES
Full Indexing based on the established indexing rules for an estimated 163,952 Deed documents at $1.05 per document	$172,149.60
Scanning of an estimated 13,750 images at $0.0765 per image	$1,051.87
Estimated Total Fees	$173,201.47
Less exclusion of Volumes 1 – 200 of Mortgage and Lien for Full Indexing (an estimated 57,726 documents at $0.9453 per document)	($54,568.39)
Estimated Net Cost of Project	$118,633.08

DESCRIPTION OF PRODUCTS AND SERVICES

PURPOSE AND BUSINESS NEED FOR THE REQUEST

- The County requested the digital conversion of Deed Volumes 1532,1722-1724,1727,1751-1754,1769,1773,1779,1781-1782,1784,1794,1796-1797,1809,1891,1941 and 1982.
- The County requested Full Indexing services be performed on Deed Volumes A-Z, 1-299,303,305-306,311,352,359,393-394,1532,1722-1724,1727,1751-1754,1769,1773,1779,1781-1782,1784,1794,1796-1797,1809,1891,1941 and 1982. TRTA Gov will complete Full Indexing of all the outlined Deed volumes prior to processing the Mortgage & Lien Full Indexing volumes (TX2012.001.01SOW: Priority 5).
- The County requested the removal of Volumes 1 – 200 of the Mortgage and Lien Full Indexing portion of the current SOW (Priority No. 5).

CHANGE MANAGEMENT PROCESS

This addendum is offered and priced within the express scope of the TRTA Gov-recommended solution and the listed price. If the County requests additional changes to scope, they will be evaluated by TRTA Gov and may result in additional addendums.

PAYMENT TERMS/FEES

Payment for the professional services described herein shall be broken into batches with 75% of the value of the batch due upon delivery and remaining 25% due upon acceptance of the batch. The actual fees will be based on the actual number of items processed.

AGREEMENT TO THIS ADDENDUM 1

Execution of this addendum will confirm the County's request for professional services as outlined within this document. This addendum will serve as an addendum to Statement of Work TX2012.001.01SOW dated March 7, 2012 between the County and TRTA Gov. Except as modified herein, all the terms and conditions of that agreement will remain in full force and effect.

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this addendum is to be handled through TRTA Gov's change management process.

This addendum is not effective until executed by both parties.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME: Jeff Branick	PRINTED NAME: Brian Wilson
TITLE: County Judge	TITLE: Vice President, Finance
DATE: 10/12/2015	DATE: October 8, 2015

ATTEST Carolyn L. Guidry
DATE 10/12/15

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTACHMENT 1 – ACCEPTANCE FORM 1
PROFFESSIONAL SERVICES
FULL INDEXING RULES ACCEPTANCE

TRTA Gov has created a set of indexing rules utilizing the County's Backfile rules and common indexing standards. The County has provided TRTA Gov with a document-type list with special instructions for specific document types. This will be incorporated and attached as part of the rules. TRTA Gov will capture all index data verbatim as found on each document. TRTA Gov will capture all indexing data that is present and legible. If required indexing information is illegible or unavailable, TRTA Gov will log this as "Not Indexable" and deliver information to the County as an error.

Fields required for indexing will be:

- Grantor – All
  Last name, first name, role/status
- Grantee - All
  Last name, first name, role/status
- Instrument Number
- Book Type
- Volume and Page
- Document Type
- File Date(File Strip)
- Cross Reference (when required)
- Legal Descriptions (up to 30)

The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Signatures

By signing this acceptance document, the County agrees to the attached rules. TRTA Gov will not provide any additional indexing other than what is stated within this Addendum.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ATTACHMENT 2 – ACCEPTANCE FORM 2
DIGITAL CONVERSION OF MICROFILM IMAGES
SCANNING SERVICES DELIVERY ACCEPTANCE CRITERIA

Purpose
- Deed microfilm scanning, image professional services, indexing for folder/image naming, and "linking and loading" of specified Deed indexes into Aumentum Conversion.

Measurements / Process
- TRTA has scanned, applied identified image professional services, and indexed for folder/image naming the images designated as requested by the County and described in this Addendum.
- TRTA will load the images described in this Addendum into Aumentum Conversion instance.
- The County will start the thirty-calendar-day review and verification of the images within Aumentum Conversion.
- The County will document all errors discovered within the thirty-calendar-day review period using the provided Data Audit Report Template ("DART").

Output
- TRTA Gov has delivered and loaded the images into the Conversion instance within the County's Aumentum system.
- The County will initiate the review process.
- TRTA Gov will remediate all submitted errors within ten business days.

There were _____ images delivered for the Addendum.

The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Signatures
By signing this acceptance document, the County agrees to start the review and feedback process using the provided DART. The County agrees to be billed 75% of the value (_____ images x $0.0765 per image x .75 = $_____) and confirms acceptance of the images for this phase of the project.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ATTACHMENT 3 – ACCEPTANCE FORM 3
DIGITAL CONVERSION OF MICROFILM IMAGES
SCANNING SERVICES FINAL ACCEPTANCE CRITERIA

Purpose
- Deed microfilm scanning, image professional services, indexing for folder/image naming, and "linking and loading" of specified Deed indexes into Aumentum Conversion.

Measurements / Process
- TRTA Gov has scanned, applied identified image professional services, and indexed for folder/image naming the images designated as requested by the County and described in this Addendum.
- TRTA Gov has loaded the images into Aumentum Conversion instance.
- The County has completed the thirty-calendar-day review and verification of images within Aumentum Conversion.
- The County has documented all errors discovered within the thirty-calendar-day review period using the provided DART.

Output
- TRTA Gov has delivered and loaded the images into the Conversion instance within the County's Aumentum system.
- The County has completed the review process.
- TRTA Gov has remediated all submitted errors within the ten-business-day remediation period.

There were _____ images delivered for the Addendum.

The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Signatures
By signing this acceptance document, the County agrees that the above items are complete. The County also agrees to be billed 25% of the value (_____ images x $0.0765 per image x .25 = $_____) and confirms acceptance of the images for this phase of the project.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ATTACHMENT 4 – ACCEPTANCE FORM 4
PROFFESSIONAL SERVICES
BATCH DELIVERY AND FINAL ACCEPTANCE CRITERIA

BATCH NO.____

Purpose
Review and acceptance of Full Indexing and linking of Deed documents in Aumentum for this batch.

Measurements / Process

- TRTA Gov has indexed the documents designated as this batch as requested by the County and described in this Addendum.
- The County will start the thirty-calendar-day review of this batch's indexes located within the Aumentum Conversion instance. The County will document all errors discovered within the thirty-calendar-day review period using the provided DART.
- In the event that the County does not submit documented errors within the thirty-calendar-day review period, this batch will be deemed accepted and the County will be invoiced.

Output

- TRTA Gov has delivered this batch's indexed documents located within the Aumentum Conversion instance.
- TRTA Gov has supplied the DART for the County error submittal.
- TRTA Gov will resolve/remediate any errors submitted during the thirty-calendar-day review period prior to final acceptance of this Addendum.

Was this the last batch for this Addendum? Yes __ No __
There were _____ documents delivered for this batch.
The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Signatures
Batch Delivery Acceptance
By signing the following section of this acceptance document, the County confirms receipt of this batch. The County agrees to be billed 75% of the value of this batch (_____ documents x $1.05 per document x .75 =$_____) and to start the review and feedback process using the provided DART.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ATTACHMENT 4 – ACCEPTANCE FORM 4 (CONT'D.)
PROFFESSIONAL SERVICES
BATCH DELIVERY AND FINAL ACCEPTANCE CRITERIA

Batch Final Acceptance

By signing the following section of this acceptance document, the County acknowledges the completion of the thirty-calendar-day review process and confirms final acceptance of this batch for this project. TRTA has remediated all errors submitted by the County for this batch. The County agrees to be billed the final 25% value of this batch (_____documents at $1.05 per document x .25 = $_____).

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ATTACHMENT 5 – ACCEPTANCE FORM 5
FINAL PROJECT ACCEPTANCE CRITERIA

Purpose:
Professional services for Deed Indexing and "Linking and Loading" into Aumentum Conversion.

Measurements / Process:

- TRTA Gov has scanned all Deed volumes outlined within this Addendum.
- TRTA Gov has indexed the designated data for all Deed volumes outlined within this addendum.
- TRTA Gov has remediated/satisfied all errors/anomalies discovered within the applicable time frames.

Output:

- TRTA Gov has delivered all the Deed indexes outlined in this Addendum to the County.
- The County has verified all Deed images and indexes as described in this Addendum.
- The County has identified issues (if any) and sent them to TRTA Gov for review and remediation as described in this Addendum.
- All remediation of Deed Volumes A-Z, and 1-1501, and 1532,1722-1724,1727,1751-1754,1769,1773,1779,1781-1782,1784,1794,1796-1797,1809,1891,1941 and 1982 has been completed.
- All instruments created for this Addendum have been pushed from Conversion to Production environment.
- All designated rolls of microfilm have been returned to the County.

Estimated and Actual Billing for this Addendum:

Estimated number of images to be scanned	13,750
Actual number of images scanned	_____
Estimated billing for images scanned ($0.0765 per image)	$1,051.87
Actual billing for images scanned ($0.0765 per image)	$_____
Estimated number of documents of Deed volumes A-Z,1-299,303,305-306,311,352,359 & 393-394 , 1532, 1722-1724, 1727, 1751-1754,1769,1773,1779,1781-1782,1784,1794,1796-1797,1809,1891,1941 & 1982	163,952
Actual number of documents of Deed volumes	_____
Estimated billing for documents to be indexed ($1.05 per document)	$172,149.60
Actual billing for documents indexed and delivered ($1.05 per document)	$_____
Estimated total billing for this project	$173,201.47
Actual total billing for this project	$_____
Less exclusion of Volumes 1 – 200 of Mortgage and Lien for Full Indexing (an estimated 57,726 documents at $0.9453 per document)	($54,568.39)
Estimated net cost of this project	$_____

ATTACHMENT 5 – ACCEPTANCE FORM 5 (CONT'D.)
FINAL PROJECT ACCEPTANCE CRITERIA

The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Signatures

By signing this acceptance document, the County and TRTA Gov agree that the project detailed in this Addendum is complete and that TRTA Gov can begin processing the M & L Indexing.

Jefferson County 1001 Pearl Street Beaumont, TX 77701	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

Change Order

No. 2

Date of Issuance: 10-12-15 Effective Date: 10-12-15

Project: Road Improvements for Jefferson County (County Transportation Infrastructure Fund)	Owner: Jefferson County	Owner's Contract No.: IFB 15-008/JW
Contract:		Date of Contract: 4-27-15
Contractor: APAC-Texas, Inc.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: To increase the amount of Hot Mix Asphalt by 2392 tons at a cost of $212,888.00 with no change in Contract Time.

This will cover the overrun of quantities for Wilber Rd and will extend the limits of the project to the end of the road.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$1,027,608.37

Increase from previously approved Change Order No. 1:

$43,936.63

Contract Price prior to this Change Order:

$1,071,545.00

Increase of this Change Order:

$212,888.00

Contract Price incorporating this Change Order:

$1,284,433.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Steven Stallard	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 10-7-15	Date: October 12, 2015	Date: 10/7/2015
Approved by Funding Agency (if applicable):		Date:

Jeff R. Branick, County Judge

ATTEST Carolyn L. Guidry
DATE 10/13/15

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer:	Owner:	Contractor:
Chica & Associates, Inc. 505 Orleans St., Suite 106 Beaumont, TX 77701 Phone No.: (409) 833-4343	Jefferson County 1149 Pearl Street Beaumont, TX 77701 Phone No.: (409) 835-8584	N&T Construction Co., Inc. P.O. Box 269, Beaumont, TX 77704 Agreement Date: 8/18/14 Phone No.: (409) 813-8592
Date: 07 / 15 / 15 Project Code No.: P01100-14 Bid Package No.: 16101-1_BID	Contract For (Project Description): For the construction of the Port Arthur Health Clinic.	GLO Contract No.: 10-5219-000-5299 Change Order No.: 10

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Add 4" thick sidewalk in between building and sidewalk		$ 14,843.50
2	Add Knox box per City/Fire Department requirements		$ 526.00

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$ 1,955,000.00	Original Contract Time:	300 days
Previous Change Order(s): No.1 to No.9	$ 121,106.20	Net Change From Previous Change Orders:	97 days
Contract Price Prior to this Change Order:	$ 2,076,106.20	Contract Time Prior to this Change Order:	397 days
Net Increase/Decrease of this Change Order:	$ 15,369.50	Net Increase/Decrease of this Change Order:	10 days
Contract Price With all Approved Change Orders:	$ 2,091,475.70	Contract Time With all Change Orders:	407 days
Cumulative Percent Change in Contract Price (+/-): (+) 6.980854220%		Grantee Contract End Date: (mm/dd/yy)	12 / 31 / 15
Construction Contract Start Date: (mm/dd/yy)	9 / 15 / 14	Construction Contract End Date: (mm/dd/yy)	10 / 28 / 15

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:	APPROVED:	ACCEPTED:
By:	By: Jeff R. Branick, County Judge	By:
ENGINEER	OWNER	CONTRACTOR
Date: October 7, 2015	Date: October 12, 2015	Date: 10/7/15

ATTEST
DATE 10/12/15

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?		Total ____	L/M ____
2. Effect of this change on scope of work:	☐ Increase	☐ Decrease	☒ No Change
3. Effect on operation and maintenance costs:	☐ Increase	☐ Decrease	☒ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?		☒ Yes	☐No
If "No", explain:			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		☐Yes	☒ No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		☒Yes	☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only)		☒ Yes	☐ No
8. Are the handicapped access requirements/approval still valid? (if applicable)		☒Yes	☐ No
9. Are other Disaster Recovery contractual special condition clearance still valid?		☒ Yes	☐ No
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

N&T CONSTRUCTION

Change Proposal No.: **Thirty Five (35)**
Project: **Jefferson County Health Clinic**
Date: **September 30, 2015**

Description of Change: **Add Knox Box & FD Sign**

Description	Unit	Qty	Labor Unit Price	Labor Total	Material Unit Price	Material Total	Equip.	Sub	Totals
Knox Box	LS	-	-	-	-	300.00			300.00
FD Sign - Sign International	LS	-	-	-	-	85.00			85.00
Installation	MH	1	35.00	35.00	-	-			35.00
General Conditions									
Supervision	Days	0	250.00	-					-
Cleanup Labor	Hours	0	20.00	-					-
Dumpster	Each	0	600.00	-					-
Subtotal									420.00
10% Overhead									42.00
5% Contractor's Fee									21.00
Subtotal									483.00
Payment & Performance Bonds - 1%									43.00
TOTAL CHANGE PROPOSAL									**$526.00**

Port Arthur Fire Dept
Online Order Instructions
KNOX-BOX® Rapid Entry System

Step 1
Visit
www.knoxbox.com

Step 2
Select the product series category from the menu on the left.

Step 3
Enter "Port Arthu" in the Department search field and select it from the returned list

Step 4
Select product for purchase, enter installation address, and proceed with checkout or eApproval.

KNOX-BOX® Rapid Entry System Products Needed

Image	Description	Part Number	Price	Quantity Needed
	KNOX-BOX® 3200 Series Model 3266 – Surface Mount, Hinged, Dark Bronze, Tamper Switch	3266	$300.00	1
	KNOX-BOX® 3200 Series Model 3275 – Recess Mount, Hinged, Dark Bronze, Tamper Switch	3275	$340.00	
	KNOX-BOX® 3200 Series Model 3290 – 3200 Series Hinged Door Recess Mounting Kit (RMK) NEW CONSTRUCTION ONLY	3290	$84.00	
	KNOX® Padlocks Knox Padlock Model 3770 - Exterior All Conditions	3770	$88.00	
	KNOX® Padlocks Knox Padlock Model 3771 - Interior Economy	3771	$65.00	
	KNOX® Key Switches Model 3501 - Knox KeySwitch	3501	$76.00	
	KNOX® Key Switches Model 3502 - Knox Key Switch on Mounting Plate	3502	$94.00	

Port Arthur Fire Dept
Knox Program Coordinator: Mark Mulliner, 409-98[illegible]8737, mmulliner@portarthur.com

For online ordering assistance, please contact Knox at 800-552-5669 ext. 6[illegible] or click "Chat" link on Knoxbox.com homepage.

Additional Colors and Options Available at www.knoxbox.com

Prices in U.S. Dollars. Prices and availability subject to change.

FIRE PROTECTION SIGN SPECIFICATIONS

NO. OF SIGNS	SPECIFICATIONS {KNOX EQUIPMENT SIGN}		SPECIAL DIRECTIONS
1	6 inch tall block RED letters 1 inch wide stroke Weather proof white background 1 inch border around lettering	FD	Mount at 8 ft. aff above Knox box

NO. OF SIGNS	SPECIFICATIONS {ELECTRICAL SHUNT SIGN}		SPECIAL DIRECTIONS
	6 inch tall block RED letters 1 inch wide stroke Weather proof white background 1 inch border around lettering	FD ELECTRICAL SHUNT	'ELECTRICAL SHUNT' is to be 2 inch black block letters

NO. OF SIGNS	SPECIFICATIONS {SPRINKLER / STANDPIPE SIGN}		SPECIAL DIRECTIONS
	6 inch tall block RED letters 1 inch wide stroke Weather proof white background 1 inch border around lettering	FDC	
	6 inch tall block RED letters 1 inch wide stroke Weather proof white background 1 inch border around lettering	FDC →	
	6 inch tall block RED letters 1 inch wide stroke Weather proof white background 1 inch border around lettering	FDC ←	
	6 inch tall block RED letters 1 inch wide stroke Weather proof white background 1 inch border around lettering	FDC REAR	'REAR' is to be 2 inch black block letters

N&T CONSTRUCTION

Change Proposal No.: **Thirty Three (33)**
Project: **Jefferson County Health Clinic**
Date: **September 29, 2015**

Description of Change: **Add new sidewalk between building and existing sidewalk around entire building**

Description	Unit	Qty	Labor Unit Price	Labor Total	Material Unit Price	Material Total	Equip.	Sub	Totals
JJ&D Construction	LS	-	-	6,300.00	-	4,070.00			10,370.00
General Conditions									
Supervision	Days	10	250.00	2,500.00					2,500.00
Cleanup Labor	Hours	0	20.00	-					-
Dumpster	Each	0	600.00	-					-
Subtotal									12,870.00
10% Overhead									1,287.00
5% Contractor's Fee									643.50
Subtotal									14,800.50
Payment & Performance Bonds - 1%									43.00
TOTAL CHANGE PROPOSAL									**$14,843.50**

CONSTRUCTION LLC
6441 39th St.
Groves, TX 77619
Office (409) 548-0828
Fax (409) 548-0824
Info.jjdconstruction@gmail.com

PROPOSAL

DATE: September 28, 2015

TO: N&T Construction

PROJECT: Jefferson County Health Clinic
Extra Paving and Sidewalk

Thank you for the opportunity to bid on your upcoming project, we are pleased to submit the following bid to complete all the modification as requested. Pricing includes all material, labor, and cleanup of the location.

DESCRIPTION	AMOUNT
Sidewalk (between building and existing sidewalk around entire building) 1,010 SF of 4" Conc. (3000psi SS) w/6x6x6x6 WWM Prepare subgrade to elevation and compaction Dowel into building and existing sidewalk w/#3 x 18" @ 24" O.C. Install ½" expansion joint at building and caulk (not at sidewalk) Labor Material **Total**	 $6,300.00 $4,070.00 **$10,370.00**
Paving (at generator location) 271 SF of 6" Conc. (3000psi SS) w/#3 @ 18" O.C. Prepare subgrade to elevation and compaction Dowel into existing paving w/#4 x 24" @ 16" O.C. Install ½" expansion joint at paving and caulk Install 6" curb on three sides Labor Material **Total**	 $1,500.00 $1,780.00 **$3,280.00**
GRAND TOTAL AMOUNT	**$13,650.00**

Note

If you have any questions contact:
Danny LeBaron
Estimator
Office (409) 548-0828
Cell (409) 960-8401
dlebaron.jjdconstruction@gmail.com

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: October 6, 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

October 12, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CONSTABLE PCT. 6	HP OFFICEJET 6100 PRINTER	CN33U3RJDX	
CONSTABLE PCT. 6	BROTHER EM 630 TYPEWRITER	H88262966	
CONSTABLE PCT. 6	BLUE LEATHER OFFICE CHAIR		
contact person: Samantha Redeaux			

COUNTY CLERK	ZEBRA TLP2844 LABEL PRINTER	41J084705353	
COUNTY CLERK	IBM WHEELWRITER 10 SERIES II	14300000215684	403
COUNTY CLERK	HP LASERJET 4250 PRINTER	CNDXB08366	
contact person: Jessica Grammer			
COURT AT LAW #3	OFFICE CHAIR		26966
contact person: Cynthia Jackson			
JUVENILE PROBATION	12 STACKABLE CONFERENCE ROOM CHAIRS		
contact person: LaRonda Turner			
MOSQUITO CONTROL	BLACK/GREY HIGH BACK SWIVEL CHAIR		
contact person: Denise Wheeler			
ROAD & BRIDGE #1	OFFICE CHAIR		16029
contact person: Patricia Nantz			
ROAD & BRIDGE #2	HIGH BACK EXECUTIVE CHAIR		26299
contact person: Tammy Rains			
SERVICE CENTER	HP DESKJET 5650 PRINTER		29647
contact person: David Fontenot			

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

October 12, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
NARCOTICS	BROTHER EM450 TYPEWRITER		20323
NARCOTICS	TAPE RECORDER		
contact person: Keesha Guillory			

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

Date: October 6, 2015

Re: Donation of Salvage Property – Computers & Equipment

Consider and possibly approve donation of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

Thank you.

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Donation of Salvage Property
Computer Equipment
to
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.	
	PERSONAL COMPUTERS			
MIS	GATEWAY E-4100	0033035311	NRSO	28433
MIS	GATEWAY E4100C	0033146441	62BT	28570
MIS	GATEWAY E4300	0035481534	NRSO	29354
MIS	GATEWAY M680	0035685504	NRSO	29197
MIS	M680 LAPTOP	0035685508	NRSO	29199
MIS	M680 LAPTOP	0035685503	NRSO	29201
MIS	GATEWAY M680	0035685502	NRSO	29203
MIS	GATEWAY E-6300	0036018674	52BT	29233
MIS	GATEWAY E4300	0036034854	FORDPK	29510
MIS	GATEWAY E4300	0036034829	NRSO	29542
MIS	GATEWAY E-6500	0036464450	NRSO	29567
MIS	GATEWAY E-4300	0036034844	NRSO	29721
MIS	GATEWAY E-6500D SB	0036578641	NRSO	29947
MIS	GATEWAY E-6500	0036849407	62BT	30066
MIS	GATEWAY E-6610D SB	0037225414	62BT	30879
MIS	GATEWAY E-6610D SB	0037225418	62BT	30880
MIS	GATEWAY E-6610D SB	0037225423	62BT	30881
MIS	GATEWAY E-6610D SB	0037225415	62BT	30957
MIS	GATEWAY E-6610D SB	0037225421	62BT	30958
MIS	GATEWAY E-6610D SB	0037225424	62BT	30960
MIS	GATEWAY E-6610Q	0040451867	115	32388
MIS	GATEWAY E-6610D	0040525155	69CH	32523

Goodwill Industries

Approved by Commissioners' Court: _____

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Donation of Salvage Property
Computer Equipment
to
Goodwill Industries

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.	
MIS	GATEWAY E-6610D	0004500431	62BT	32855
MIS	GATEWAY E-6610D	0004500435	59BT	32860
MIS	GATEWAY E4100	0033930202	NRSO	33111
MIS	DELL 8200	7ZNZB11		N/A
	PRINTERS			
MIS	LEXMARK 2591N+FORMS	37B7598	14BT	34784
MIS	HP DJ F2480	CN021BJ3DG	NRSO	N/A
MIS	HP DJ 4480	CNPC0C207Z	NRSO	N/A
MIS	LEXMARK T650	7933RVK	NRSO	N/A
MIS	HP OJ 6700	CN33SBSGVR	JP8	N/A
MIS	HP LJ 1300	CNBJN29464	DIST CLK	N/A
MIS	HP LJ 4000	SUSNC204043	115	23375
MIS	A BOX OF MISC CABLES, PLUGS, KEYBOARDS,& MICE			
contact person: Andrae Thierry				

Goodwill Industries

Approved by Commissioners' Court: _____

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

MARIO WATKINS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 – Service Center

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct # 4

Date: October 1, 2015

RE: Transfer Funds

Please transfer **$600** from account # 114-0409-431.60-11 (Road Machinery) into account # 114-0409-431.60-42 (Trucks & Trailers) for additional cost of 2016 Ford Super Duty. FY 2015

Thank you.

EA/nr

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 7, 2015

The following FY 2015 budget transfer for the 279th District Court is necessary for additional cost for indigent defense.

120-2038-412-5079	Juvenile Attorney	$300	
120-2038-412-3084	Minor Equipment		$250
120-2038-412-4052	Postage		$ 50

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: OCTOBER 7, 2015

The following FY 2015 budget transfer for the Constable Pct. 1 is necessary for additional cost.

120-3065-425-3010	Books - Printed	$500	
120-3065-425-4052	Postage		$500

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: OCTOBER 7, 2015

The following FY 2015 budget amendment for the Morgue is necessary for additional cost.

120-3080-421-5077	Contractual Services	$25,000
120-1024-419-6035	Capital – Communication Equipment	$25,000

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending July 31, 2015

Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

September 28, 2015

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of July 31, 2015 together with the results of operations of the budget for the tenth period then ended.

Revenue:

Total budgeted revenue collected for the month ending July 31, 2015 is $114,346,682 Budgeted Revenues are $118,400,967 leaving $4,054,285 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are $83,011,872 for the first ten months of the year. The amount budgeted is $82,877,967.

Sales Taxes:

Eighty-three percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $21,450,000.

Licenses & Permits:

Eighty-three percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be $418,200 for the year.

Intergovernmental:

Eighty-five percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be $1,574,315.

Fees:

Ninety-nine percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be $10,110,620 for the year.

Fines and Forfeitures:

Eighty-four percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,725,000.

Interest:

Interest collected for the year is $262,066. Revenues from Interest are budgeted to be $220,865.

Other Revenues:
Other revenue collected for the year is $26,567. Revenues from Other Revenues is budgeted to be $24,000.

Expenditures:

Overall for the County's budgeted funds, eighty-one percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be $123,714,056, which includes General Funds and debt service funds, excluding budgeted transfers of $4,891,206 for the fiscal year ending September 30, 2015.

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JULY 31, 2015
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending July 31, 2015

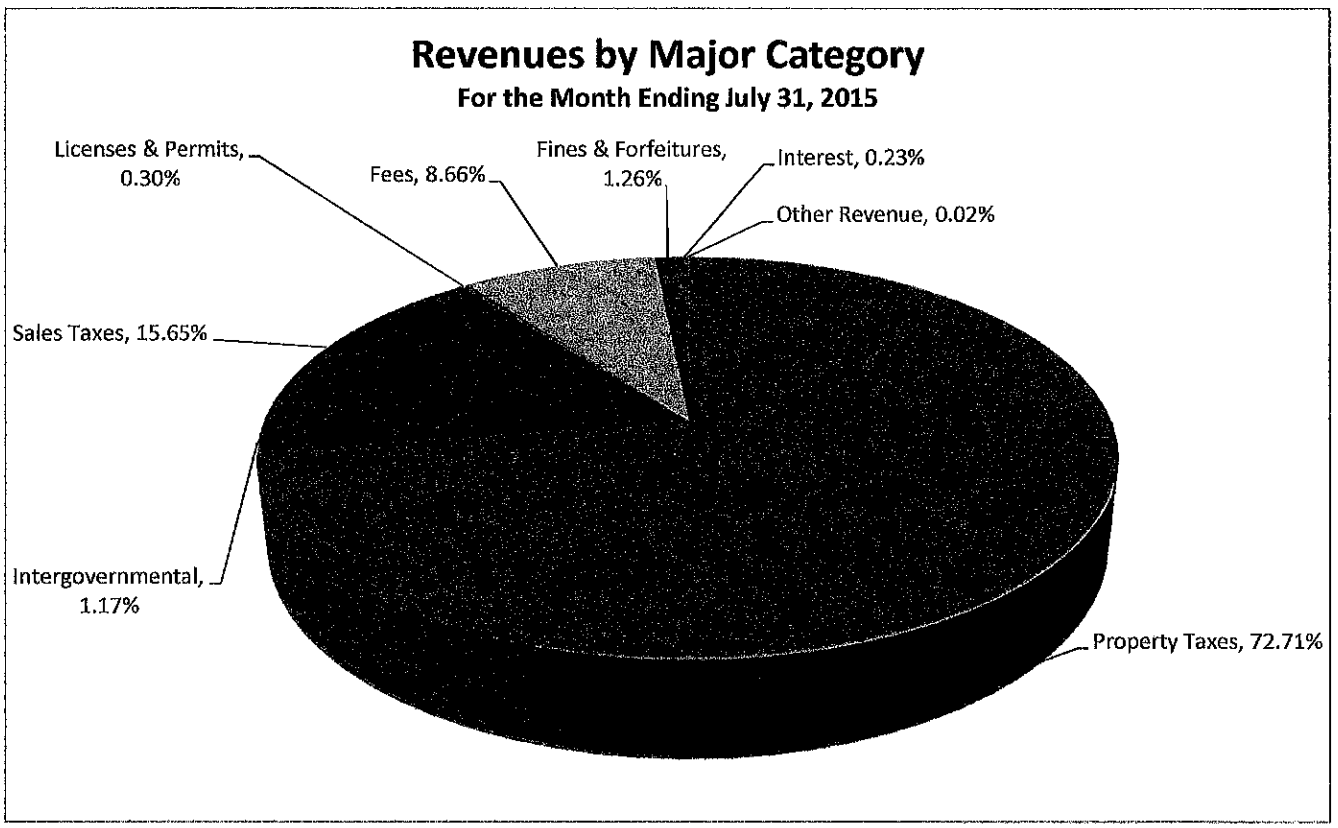
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 62,567,741	17,030,445	9,903,862	1,059,066	(970,410)	(900,162)	$ 88,690,542
Receivables & Prepaids	6,720,722	100,807	-	150,648	(98,194)	-	6,873,983
Intergovernmental Receivables	2,739,461	-	-	-	-	-	2,739,461
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	469,644	48,943	-	-	188,262	-	706,849
Other Assets	-	-	-	-	84,297,572	-	84,297,572
Total Assets	$ 72,647,568	$ 17,180,195	$ 9,903,862	$ 1,209,714	$ 83,417,230	$ (900,162)	$ 183,458,407
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 3,115,824	490,014	-	-	67,933	2,253,759	$ 5,927,530
Intergovernmental Payables	360	5,547	-	-	56	-	5,963
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	7,542,415	82,624	-	132,947	393,124	-	8,151,110
Fund Balance/Equity	61,988,969	16,602,010	9,903,862	1,076,767	82,956,117	(3,153,921)	169,373,804
Total Liabilities and Fund Balance/Equity	$ 72,647,568	$ 17,180,195	$ 9,903,862	$ 1,209,714	$ 83,417,230	$ (900,162)	$ 183,458,407

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending July 31, 2015

	6/30/2015	Month Ending July 31, 2015				7/31/2015
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 311,529	$ 111,068	$ 61,230	$ -	$ -	$ 361,367
Road & Bridge Pct. 1	2,141,555	77,255	238,981	-	-	1,979,829
Road & Bridge Pct. 2	854,516	71,246	195,849	-	-	729,913
Road & Bridge Pct. 3	881,773	64,130	159,049	-	-	786,854
Road & Bridge Pct. 4	1,299,127	84,326	201,586	-	-	1,181,867
Engineering Fund	308,113	4,711	103,934	-	-	208,890
Parks & Recreation	173,637	7,529	27,418	-	-	153,748
General Fund	60,227,301	2,464,231	10,276,245	(476,010)	-	51,939,277
Mosquito Control Fund	1,089,355	9,496	293,294	-	-	805,557
Tobacco Settlement Fund	3,840,485	1,182	-	-	-	3,841,667
Total General Funds	71,127,391	2,895,174	11,557,586	(476,010)	-	61,988,969
Total Special Revenue Funds	16,930,235	1,564,048	1,932,408	40,135	-	16,602,010
Total Capital Project Funds	9,946,017	63,099	105,254	-	-	9,903,862
Total Debt Service Funds	6,310,611	31,978	5,265,822	-	-	1,076,767
Total Enterprise Funds	82,976,155	676,508	1,132,421	435,875	-	82,956,117
Total Internal Service Funds	(3,213,331)	2,047,519	1,988,109	-	-	(3,153,921)
Total Balances	$ 184,077,078	$ 7,278,326	$ 21,981,600	$ -	$ -	$ 169,373,804

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending July 31, 2015

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 83,011,872	$ 82,877,967	$ (133,905)	-0.16%
Sales Taxes	17,893,006	21,450,000	3,556,994	16.58%
Licenses & Permits	345,144	418,200	73,056	17.47%
Intergovernmental	1,333,868	1,574,315	240,447	15.27%
Fees	10,030,533	10,110,620	80,087	0.79%
Fines & Forfeitures	1,443,626	1,725,000	281,374	16.31%
Interest	262,066	220,865	(41,201)	-18.65%
Other Revenue	26,567	24,000	(2,567)	-10.70%
	$ 114,346,682	$ 118,400,967	$ 4,054,285	3.42%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending July 31, 2015

	October 2014 -December	January	February	March	April	May	June	July	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund											
Current Taxes	$ 38,847	$ 158,936	$ 67,713	$ 1,087	$ 3,048	$ 1,119	$ 1,069	$ 1,018	$ 272,837	$ 272,893	$ 56
Delinquent Taxes	1,201	336	318	122	586	318	247	401	3,529	3,695	166
Jury Fees	5,742	2,545	1,959	2,953	2,932	3,234	2,313	2,855	24,533	40,000	15,467
Intergovernmental Revenue	95,812	23,562	33,490	43,792	-	74,664	-	106,794	378,114	550,000	171,886
Road & Bridge Pct. 1											
Current Taxes	84,548	345,916	147,375	2,367	6,633	2,436	2,325	2,215	593,815	593,939	124
Delinquent Taxes	2,357	659	624	240	1,149	623	486	786	6,924	7,251	327
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	81,060	-	-	-	502,827	-	-	583,887	522,000	(61,887)
Road & Bridge Fees	114,504	49,086	46,761	46,186	57,165	34,496	53,240	53,025	454,463	535,050	80,587
Sales, Rentals & Services	-	-	-	-	-	-	7,161	-	7,161	-	(7,161)
Fines and Forfeitures	41,893	20,767	20,421	36,898	24,810	20,168	18,371	21,229	204,557	287,100	82,543
Road & Bridge Pct. 2											
Current Taxes	77,972	319,012	135,913	2,182	6,118	2,247	2,144	2,042	547,630	547,744	114
Delinquent Taxes	2,175	608	576	221	1,060	575	448	726	6,389	6,689	300
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	74,755	-	-	-	463,717	-	-	538,472	481,400	(57,072)
Road & Bridge Fees	105,598	45,268	43,124	42,595	52,718	31,813	49,100	48,900	419,116	493,435	74,319
Sales, Rentals & Services	-	-	-	-	-	466	-	-	466	-	(466)
Fines and Forfeitures	38,634	19,152	18,832	34,028	22,880	18,599	16,942	19,578	188,645	264,770	76,125
Road & Bridge Pct. 3											
Current Taxes	70,457	288,263	122,814	1,972	5,528	2,030	1,937	1,846	494,847	494,949	102
Delinquent Taxes	1,963	549	520	200	957	519	404	655	5,767	6,038	271
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	67,550	-	-	-	419,022	-	-	486,572	435,000	(51,572)
Road & Bridge Fees	95,420	40,905	38,967	38,489	47,637	28,747	44,368	44,187	378,720	445,875	67,155
Sales, Rentals & Services	-	-	(36)	5,229	(2,258)	1,000	550	(250)	4,235	-	(4,235)
Fines and Forfeitures	34,913	17,307	17,018	30,749	20,676	16,807	15,310	17,692	170,472	239,250	68,778
Road & Bridge Pct. 4											
Current Taxes	90,962	372,159	158,556	2,546	7,137	2,621	2,501	2,383	638,865	638,997	132
Delinquent Taxes	2,551	713	675	260	1,244	675	525	851	7,494	7,847	353
Intergovernmental Revenue	-	-	-	-	-	-	-	613	613	2,000	1,387
Auto Registration Fees	-	87,209	-	-	-	540,971	-	-	628,180	561,600	(66,580)
Road & Bridge Fees	123,190	52,809	50,308	49,690	61,501	37,113	57,280	57,047	488,938	575,640	86,702
Sales, Rentals & Services	(520)	400	100	-	2,375	3,622	1,500	595	8,072	-	(8,072)
Fines and Forfeitures	45,066	22,340	21,967	39,693	26,689	21,695	19,763	22,837	220,050	308,880	88,830
Other Revenue	-	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas

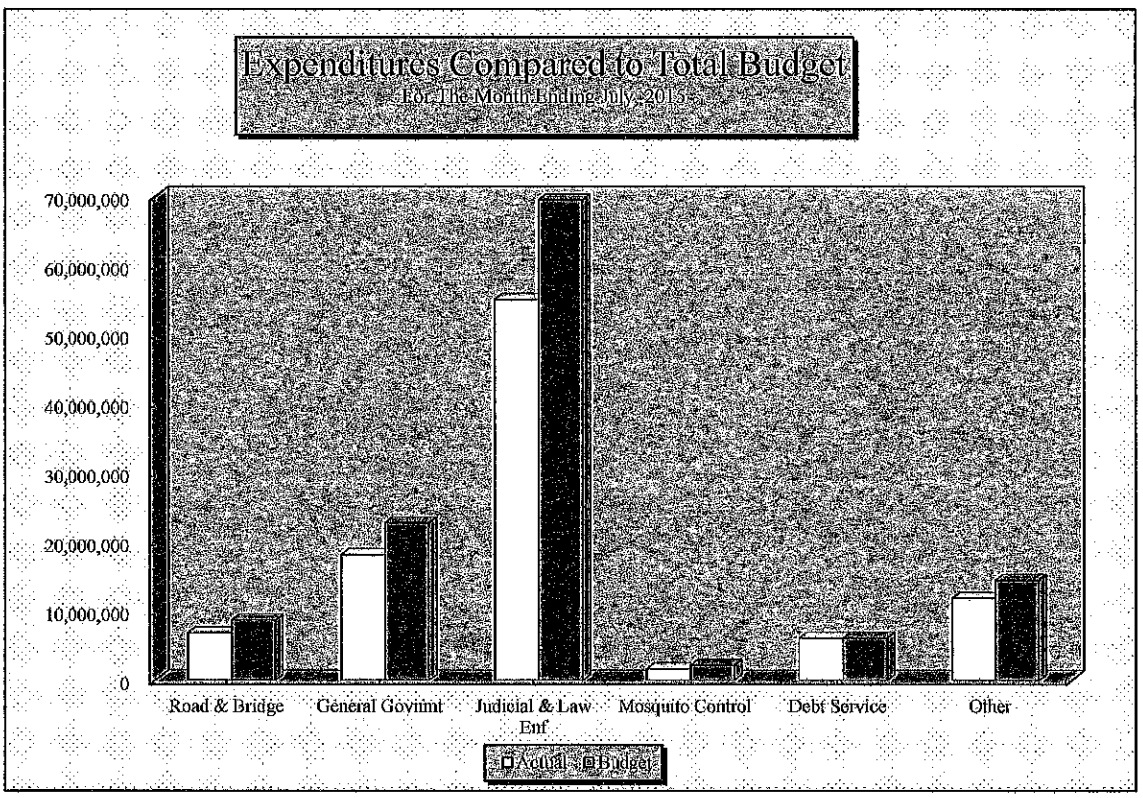
Statement of Revenues - Compared With Budget Allocation

For The Month Ending July 31, 2015

	October 2014 -December	January	February	March	April	May	June	July	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund											
Current Taxes	$ 136,361	$ 557,904	$ 237,691	$ 3,817	$ 10,699	$ 3,929	$ 3,750	$ 3,572	$ 957,723	$ 957,920	$ 197
Delinquent Taxes	3,415	954	904	347	1,665	903	703	1,139	10,030	10,503	473
Licenses and Permits	129	100	-	-	-	-	-	-	229	1,000	771
Sales, Rentals & Services	450	-	-	225	100	-	-	-	775	1,500	725
Parks & Recreation											
Current Taxes	19,697	80,589	34,334	551	1,545	568	542	516	138,342	138,370	28
Delinquent Taxes	298	83	79	30	145	79	61	99	874	916	42
Sales, Rentals & Services	17,558	4,916	6,130	7,168	6,246	7,042	5,651	6,914	61,625	50,250	(11,375)
General Fund											
Current Taxes	11,247,491	46,017,549	11,923,756	314,824	882,455	324,082	309,280	(600,760)	70,418,677	70,434,933	16,256
Delinquent Taxes	312,538	87,344	82,727	31,790	152,415	82,631	64,367	104,266	918,078	961,298	43,220
Sales Taxes	2,189,442	2,207,428	2,692,883	1,986,740	2,316,270	2,363,383	2,074,099	2,062,761	17,893,006	21,450,000	3,556,994
Other Taxes	-	1,234	-	-	-	6,096	19,237	-	26,567	24,000	(2,567)
Licenses and Permits	63,209	33,114	41,558	37,640	42,554	48,074	35,395	43,371	344,915	417,200	72,285
Intergovernmental Revenue	166,835	62,033	143,613	20,434	322,614	179,871	8,372	51,369	955,141	1,022,315	67,174
Fees of Office	731,059	538,933	383,746	501,298	359,858	369,782	356,892	389,749	3,631,317	4,266,044	634,727
Other Sales, Rentals & Svcs.	496,224	205,048	337,086	233,095	224,522	231,287	270,983	315,756	2,314,001	1,702,826	(611,175)
Fines & Forfeitures	129,443	66,034	59,955	66,216	59,800	105,324	93,558	79,572	659,902	625,000	(34,902)
Interest	65,174	8,563	19,055	36,322	19,068	11,254	58,036	18,147	235,619	200,000	(35,619)
Other Revenue	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund											
Current Taxes	252,614	1,033,536	440,331	7,070	19,820	7,279	6,946	6,617	1,774,213	1,774,578	365
Delinquent Taxes	8,629	2,411	2,284	878	4,207	2,281	1,777	2,879	25,346	26,540	1,194
Spraying Contract	-	-	-	-	-	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund							-	-			
Interest	3,290	422	849	1,727	944	577	3,263	1,182	12,254	12,000	(254)
Debt Service							-	-			
Current Taxes	869,868	3,558,958	1,516,270	24,347	68,248	25,064	23,920	22,786	6,109,461	5,923,644	(185,817)
Delinquent Taxes	27,100	7,674	6,847	2,993	14,101	7,868	5,582	8,866	81,031	69,223	(11,808)
Interest	1,424	506	1,353	2,765	1,531	941	5,347	326	14,193	8,865	(5,328)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-
Total	$ 17,815,533	$ 56,567,199	$ 18,859,446	$ 3,661,776	$ 4,859,392	$ 6,010,439	$ 3,645,745	$ 2,927,152	$ 114,346,682	$ 118,400,967	$ 4,054,285

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 83% of Year Completed
For The Month Ending July 31, 2015

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 595,169	$ 1,021,240	$ 426,071	41.72%
Road & Bridge Funds	5,978,234	7,525,258	1,547,024	20.56%
Engineering Fund	783,002	985,864	202,862	20.58%
Parks & Recreation Fund	96,931	190,032	93,101	48.99%
General Fund:				
General Government	18,164,007	22,760,194	4,596,187	20.19%
Judicial	14,385,032	18,277,804	3,892,772	21.30%
Law Enforcement	40,089,287	50,168,788	10,079,501	20.09%
Education	321,014	404,159	83,145	20.57%
Health & Welfare	7,597,944	8,579,856	981,912	11.44%
Maintenance	2,795,421	3,761,791	966,370	25.69%
Other	1,117,406	1,676,150	558,744	33.33%
Mosquito Control Fund	1,671,330	2,189,276	517,946	23.66%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	6,115,044	6,123,644	8,600	0.14%
	$ 99,759,821	$ 123,714,056	$ 23,954,235	19.36%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending July 31, 2015

	October 2014 December	January	February	March	April	May	June	July	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 184,614	$ 55,971	$ 60,514	$ 14,951	$ 64,195	$ 128,239	$ 15,410	$ 61,230	$ 10,045	$ 595,169	$ 1,021,240	$ 426,071
Road & Brdg Pct. 1	274,090	130,503	95,194	107,080	98,882	174,557	106,990	238,981	102,469	1,328,746	1,644,279	315,533
Road & Brdg Pct. 2	323,233	149,185	135,180	115,352	104,177	105,818	191,777	195,849	198,612	1,519,183	1,860,203	341,020
Road & Brdg Pct. 3	297,435	135,798	99,691	101,720	103,630	94,210	201,469	159,049	88,884	1,281,886	1,751,562	469,676
Road & Brdg Pct. 4	354,852	162,738	113,309	254,572	116,851	191,736	148,055	201,586	304,720	1,848,419	2,269,214	420,795
Engineering	217,954	102,654	69,748	71,199	70,799	71,592	72,888	103,934	2,234	783,002	985,864	202,862
Parks & Recreation	21,909	7,539	6,162	6,861	4,263	10,371	(5,488)	27,418	17,896	96,931	190,032	93,101
Tax Assessor/Coll.	838,922	386,884	276,481	269,910	260,771	264,769	269,054	389,885	6,044	2,962,720	3,668,340	705,620
Human Resources	90,452	37,888	27,811	29,704	32,351	28,960	29,728	41,037	1,300	319,231	430,962	111,731
County Auditor	342,544	150,323	101,698	102,763	103,435	101,807	98,801	148,951	5,905	1,156,227	1,421,573	265,346
County Clerk	489,647	218,920	155,747	162,237	206,680	157,390	164,876	239,377	15,387	1,810,261	2,217,027	406,766
County Judge	199,580	86,879	65,316	71,893	63,865	60,181	67,112	85,686	1,328	701,840	894,428	192,588
Risk Management	54,645	25,011	16,654	17,918	17,271	17,002	18,182	25,841	-	192,524	240,745	48,221
County Treasurer	82,317	41,751	27,609	28,619	27,632	28,918	30,701	42,161	580	310,288	378,326	68,038
Printing Department	27,085	15,427	9,535	11,115	9,299	9,497	11,693	13,590	3,233	110,474	168,274	57,800
Purchasing Department	115,898	55,881	34,559	31,461	39,047	36,248	39,392	58,763	13,643	424,892	547,371	122,479
General Services	2,432,477	732,166	1,411,995	737,193	455,139	526,840	715,256	743,326	45,632	7,800,024	9,638,708	1,838,684
MIS	492,085	187,259	153,438	127,673	191,054	131,308	128,557	212,510	27,123	1,651,007	2,113,047	462,040
Voter's Registration	50,959	26,568	11,223	17,155	13,999	16,684	15,917	23,243	-	175,748	226,010	50,262
Elections	280,400	56,163	33,497	32,434	35,094	100,173	(24,375)	30,120	5,265	548,771	815,383	266,612
District Attorney	1,310,006	652,583	445,782	462,788	463,652	478,037	477,555	695,065	15,452	5,000,920	6,481,869	1,480,949
District Clerk	362,815	189,785	137,346	134,895	141,644	133,003	139,102	209,538	28,953	1,477,081	1,799,632	322,551
Criminal Dist. Court	289,341	112,202	103,795	93,950	113,729	115,285	123,736	129,404	2,639	1,084,081	1,509,101	425,020
58th Dist. Court	67,121	29,450	21,528	22,119	21,817	21,784	21,882	33,101	240	239,042	305,686	66,644
60th Dist. Court	64,592	31,656	21,284	21,417	21,428	21,436	21,583	32,504	1,743	237,643	287,724	50,081
136th Dist. Court	66,585	34,169	21,872	22,018	22,192	22,216	22,056	33,098	-	244,206	293,706	49,500
172nd Dist. Court	65,229	30,306	20,388	20,584	20,571	20,431	19,384	25,387	-	222,280	295,125	72,845
252nd Dist. Court	269,111	83,957	80,309	117,426	103,074	86,885	221,344	83,007	150	1,045,263	1,158,506	113,243
279th Dist. Court	91,612	29,597	29,912	37,560	34,104	33,343	32,488	37,020	-	325,636	387,285	61,649
317th Dist. Court	182,504	62,167	59,958	72,879	51,777	71,516	63,489	72,540	1,819	638,649	764,183	125,534
J.P. Pct. 1 Pl 1	79,539	39,129	26,913	26,597	27,134	26,885	27,388	36,822	-	290,407	355,094	64,687
J.P. Pct. 1 Pl 2	75,598	35,927	23,047	25,430	26,089	26,337	25,358	36,880	289	274,955	349,550	74,595
J.P. Pct. 2	65,797	32,116	21,402	22,350	22,276	21,606	22,530	32,092	319	240,488	330,558	90,070
J.P. Pct. 4	76,375	39,276	24,954	27,844	24,717	25,385	26,222	38,537	387	283,697	355,319	71,622
J.P. Pct. 6	80,638	39,150	26,878	27,605	25,426	25,621	27,032	39,530	1,318	293,198	364,634	71,436
J.P. Pct. 7	70,419	35,320	24,863	27,972	23,822	23,926	25,223	33,943	148	265,636	362,270	96,634
J.P. Pct. 8	79,569	40,232	26,550	22,862	21,727	21,498	22,580	34,286	1,964	271,268	364,959	93,691
Cnty. Court at Law 1	105,514	52,205	34,507	35,643	35,430	34,794	35,659	52,045	-	385,797	474,535	88,738
Cnty. Court at Law 2	143,648	68,491	48,864	48,036	51,606	35,126	39,137	53,302	19	488,229	629,153	140,924
Cnty. Court at Law 3	148,871	70,198	47,418	44,595	44,099	45,906	50,026	75,528	-	526,641	660,130	133,489
Court Master	84,014	40,239	36,950	26,534	29,115	45,009	51,379	62,253	139	375,632	494,103	118,471

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending July 31, 2015

	October 2014 December	January	February	March	April	May	June	July	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 46,696	$ 25,563	$ 15,611	$ 15,980	$ 15,445	$ 16,561	$ 16,751	$ 21,254	$ 422	$ 174,283	$ 254,682	$ 80,399
Alternative School	84,002	40,684	28,019	28,942	30,340	29,247	22,094	32,237	-	295,565	381,977	86,412
Comm. Supervision	1,994	1,823	450	983	741	136	1,981	469	4,855	13,432	14,728	1,296
Sheriff's Dept.	2,984,136	1,384,607	946,011	946,123	969,844	951,690	984,135	1,368,152	46,738	10,581,436	13,196,368	2,614,932
Crime Lab	372,327	126,309	99,581	92,095	89,135	92,723	135,870	131,652	9,087	1,148,779	1,469,693	320,914
Jail	5,986,058	2,679,971	2,017,269	2,594,066	1,859,403	1,959,591	1,887,392	3,171,222	100,231	22,255,203	27,520,354	5,265,151
Juvenile Probation	286,821	143,413	96,631	146,442	96,016	96,673	103,301	136,226	1,320	1,106,843	1,602,440	495,597
Juvenile Detention	383,506	187,433	130,343	138,804	134,362	140,209	146,945	198,633	31,648	1,491,883	2,042,112	550,229
Constable Pct. 1	193,751	77,872	51,915	58,255	51,646	77,620	52,010	72,067	5,180	640,316	810,851	170,535
Constable Pct. 2	125,394	45,884	51,113	32,670	30,913	31,060	31,847	46,717	4,110	399,708	464,729	65,021
Constable Pct. 4	93,718	41,548	29,048	30,309	29,639	30,748	29,385	43,634	670	328,699	426,867	98,168
Constable Pct. 6	120,318	59,721	41,990	46,927	52,892	41,470	44,584	61,138	366	469,406	569,176	99,770
Constable Pct. 7	121,294	45,576	31,533	31,004	32,146	31,414	31,499	44,559	201	369,226	455,985	86,759
Constable Pct. 8	120,690	48,348	30,730	33,362	31,335	31,973	32,105	47,495	3,094	379,132	453,508	74,376
County Morgue	117,235	75,147	80,465	64,594	61,094	9,760	71,836	124,561	4,967	609,659	760,000	150,341
Agriculture Ext.	87,957	42,156	28,353	30,463	28,903	28,980	29,298	43,922	982	321,014	404,159	83,145
Public Health # 1	272,216	116,607	81,171	87,215	89,564	81,380	84,395	119,961	34,468	966,977	1,313,355	346,378
Public Health # 2	267,796	119,245	80,648	88,772	83,308	75,196	95,773	114,557	41,924	967,219	1,279,831	312,612
Nurse Practitioner	61,786	30,772	21,604	23,247	21,006	20,012	25,258	32,321	9,511	245,517	299,070	53,553
Child Welfare	31,413	6,009	11,278	7,659	6,593	5,628	15,584	9,141	-	93,305	153,900	60,595
Env. Control	81,219	63,981	27,245	35,770	29,632	27,150	28,568	40,939	311	334,815	408,121	73,306
Ind. Medical Svcs.	2,107,352	120,331	107,125	135,158	75,773	111,528	1,948,316	135,075	67,086	4,807,744	4,900,891	93,147
Emergency Mgmt.	48,124	25,061	16,824	16,824	16,825	16,822	16,824	25,063	-	182,367	224,688	42,321
Beaumont Maintenance	451,065	130,599	186,427	246,919	172,535	259,876	270,704	144,096	196,573	2,058,794	2,769,117	710,323
Port Arthur Maint.	138,033	73,348	47,436	53,861	82,842	44,329	56,001	79,569	11,336	586,755	760,446	173,691
Mid-County Maint.	31,321	15,771	14,210	14,305	13,558	14,812	15,590	18,409	11,896	149,872	232,228	82,356
Service Center	186,066	126,238	50,644	88,399	77,525	70,646	108,026	82,027	94,257	883,828	1,307,879	424,051
Veteran Service	63,424	30,675	20,621	22,164	22,177	21,755	21,985	30,777	-	233,578	282,537	48,959
Mosquito Control	606,720	114,759	105,111	119,913	90,555	114,014	100,871	293,294	126,093	1,671,330	2,189,276	517,946
Tobacco Settlement	50,000	-	-	-	-	-	-	-	-	50,000	50,000	-
Debt Service Funds	-	848,222	-	-	500	500	-	5,265,822	-	6,115,044	6,123,644	8,600
Contingency	-	-	-	-	-	-	-	-	-	-	85,734	85,734
Total	$ 26,472,428	$ 11,361,336	$ 8,639,287	$ 8,884,139	$ 7,640,110	$ 8,025,832	$ 10,200,076	$ 16,823,408	$ 1,713,205	$ 99,759,821	$ 123,714,056	$ 23,954,235

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending July 31, 2015

Issue	Beginning Amount Outstanding	2014-2015 Requirements				2014-2045 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2011 Refunding Bonds	3,350,000	1,085,000	100,500	4,000	1,189,500	1,085,000	100,500	1,700	1,187,200	2,265,000
2012 Refunding Bonds	40,660,000	3,070,000	1,576,800	4,000	4,650,800	3,070,000	1,576,800	1,700	4,648,500	37,590,000
2013 Refunding Bonds	1,070,000	265,000	14,344	4,000	283,344	265,000	14,344	-	279,344	805,000
	$ 45,080,000	$ 4,420,000	$ 1,691,644	$ 12,000	$ 6,123,644	$ 4,420,000	$ 1,691,644	$ 3,400	$ 6,115,044	$ 40,660,000

Jefferson County, Texas
Statement of Transfers In and Out

	Fund	Transfers In		Transfers Out	
120	General Fund	-		1,505,855	(a)
225	Juvenile Probation and Detention Fund			7,704	(a)
229	Juvenile Drug Court	13,604	(a)		
248	Crime Victim's Clearing	6,021	(a)		
263	VAWA Fund	28,214	(a)		
311	Capital Projects Fund	15,000	(a)	-	
550	SETEC Fund	1,450,720	(a)	-	
865	Marine Division	-		20,331	(a)
875	2013 Port Security Grant	1,673	(a)	-	
877	2014 Port Security Grant	18,658	(a)		
		$1,533,890		$1,533,890	

(a) Budgeted Transfer

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending August 31, 2015

Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

October 1, 2015

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of August 31, 2015 together with the results of operations of the budget for the eleventh period then ended.

Revenue:

Total budgeted revenue collected for the month ending August 31, 2015 is $118,200,751. Budgeted Revenues are $118,400,967 leaving $200,216 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are $83,286,616 for the first eleven months of the year. The amount budgeted is $82,877,967.

Sales Taxes:

Ninety-five percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $21,450,000.

Licenses & Permits:

Ninety-three percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be $418,200 for the year.

Intergovernmental:

Ninety-one percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be $1,574,315.

Fees:

Fees collections are $10,806,922 for the first eleven months of the year. The amount budgeted is $10,110,620.

Fines and Forfeitures:

Ninety-four percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,725,000.

Interest:

Interest collected for the year is $292,427. Revenues from Interest are budgeted to be $220,865.

Other Revenues:

Other revenue collected for the year is $26,567. Revenues from Other Revenues is budgeted to be $24,000.

Expenditures:

Overall for the County's budgeted funds, eighty-seven percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be $123,712,856, which includes General Funds and debt service funds, excluding budgeted transfers of $4,892,406 for the fiscal year ending September 30, 2015.

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING AUGUST 31, 2015
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending August 31, 2015

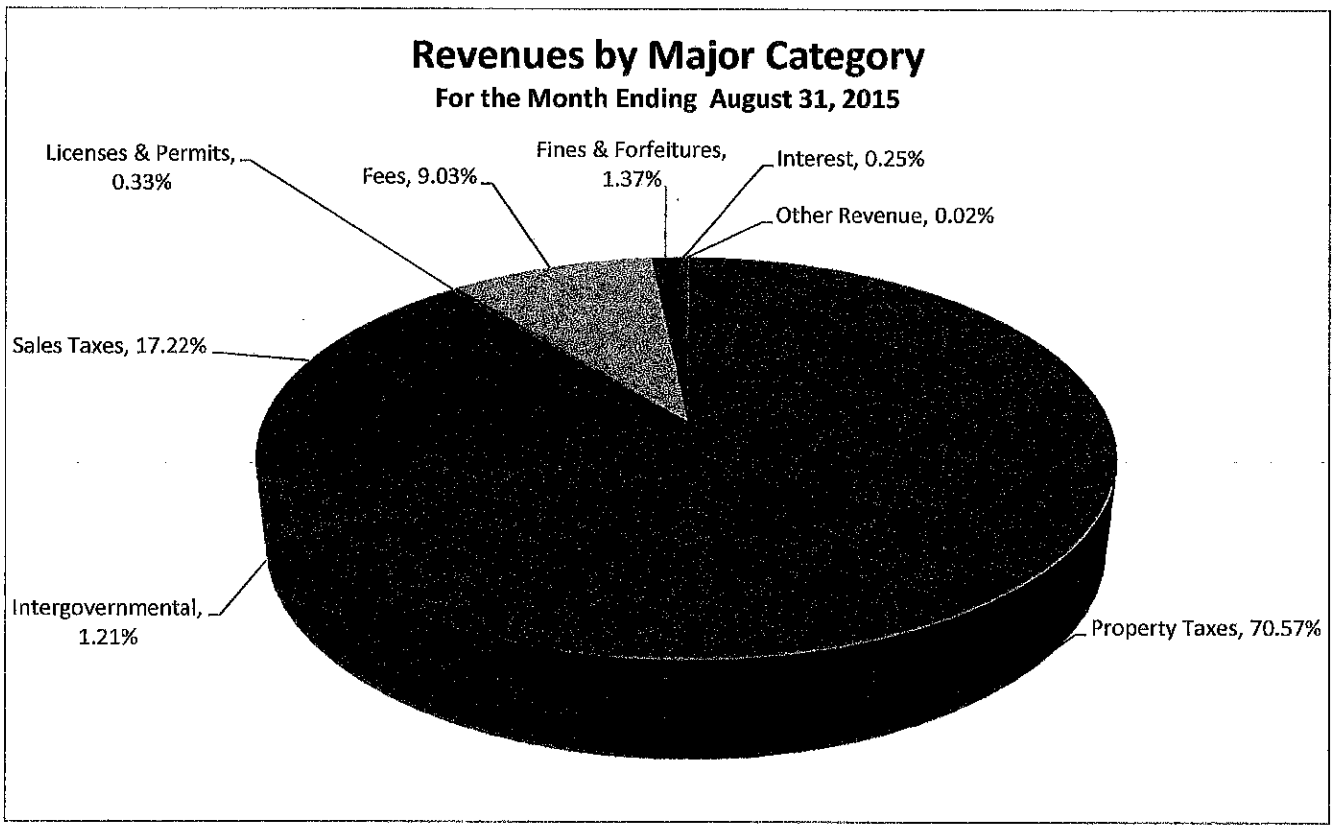
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 58,550,560	16,410,529	11,484,280	1,078,946	(1,281,626)	(1,796,653)	$ 84,446,036
Receivables & Prepaids	6,710,877	66,191	-	150,648	(98,194)	-	6,829,522
Intergovernmental Receivables	2,692,606	-	-	-	-	-	2,692,606
Due From Other Funds	150,007	-	-	-	-	-	150,007
Inventory	469,644	48,943	-	-	188,262	-	706,849
Other Assets	-	-	-	-	84,297,572	-	84,297,572
Total Assets	$ 68,573,694	$ 16,525,663	$ 11,484,280	$ 1,229,594	$ 83,106,014	$ (1,796,653)	$ 179,122,592
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 3,115,824	490,014	-	-	67,933	2,253,759	$ 5,927,530
Intergovernmental Payables	360	-	-	-	64	-	424
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	7,542,414	82,624	-	132,948	393,125	-	8,151,111
Fund Balance/Equity	57,915,096	15,953,025	11,484,280	1,096,646	82,644,892	(4,050,412)	165,043,527
Total Liabilities and Fund Balance/Equity	$ 68,573,694	$ 16,525,663	$ 11,484,280	$ 1,229,594	$ 83,106,014	$ (1,796,653)	$ 179,122,592

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending August 31, 2015

	7/31/2015	Month Ending August 31, 2015				8/31/2015
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 361,367	$ 4,206	$ 21,328	$ -	$ -	$ 344,245
Road & Bridge Pct. 1	1,979,829	65,654	100,971	-	-	1,944,512
Road & Bridge Pct. 2	729,913	60,381	157,645	-	-	632,649
Road & Bridge Pct. 3	786,854	54,482	126,894	-	-	714,442
Road & Bridge Pct. 4	1,181,867	70,359	255,268	-	-	996,958
Engineering Fund	208,890	3,003	70,486	-	-	141,407
Parks & Recreation	153,748	7,164	12,879	-	-	148,033
General Fund	51,939,277	3,561,236	7,046,603	(1,200)	-	48,452,710
Mosquito Control Fund	805,557	5,756	114,789	-	-	696,524
Tobacco Settlement Fund	3,841,667	1,949	-	-	-	3,843,616
Total General Funds	61,988,969	3,834,190	7,906,863	(1,200)	-	57,915,096
Total Special Revenue Funds	16,602,010	1,107,445	1,591,997	(164,433)	-	15,953,025
Total Capital Project Funds	9,903,862	1,550,768	135,983	165,633	-	11,484,280
Total Debt Service Funds	1,076,767	19,879	-	-	-	1,096,646
Total Enterprise Funds	82,956,117	357,594	668,819	-	-	82,644,892
Total Internal Service Funds	(3,153,921)	1,227,237	2,123,728	-	-	(4,050,412)
Total Balances	$ 169,373,804	$ 8,097,113	$ 12,427,390	$ -	$ -	$ 165,043,527

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending August 31, 2015

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 83,286,616	$ 82,877,967	$ (408,649)	-0.49%
Sales Taxes	20,353,472	21,450,000	1,096,528	5.11%
Licenses & Permits	387,525	418,200	30,675	7.34%
Intergovernmental	1,427,828	1,574,315	146,487	9.30%
Fees	10,806,922	10,110,620	(696,302)	-6.89%
Fines & Forfeitures	1,619,394	1,725,000	105,606	6.12%
Interest	292,427	220,865	(71,562)	-32.40%
Other Revenue	26,567	24,000	(2,567)	-10.70%
	$ 118,200,751	$ 118,400,967	$ 200,216	0.17%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending August 31, 2015

	October 2014 -December	January	February	March	April	May	June	July	August	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund												
Current Taxes	$ 38,847	$ 158,936	$ 67,713	$ 1,087	$ 3,048	$ 1,119	$ 1,069	$ 1,018	$ 561	$ 273,398	$ 272,893	$ (505)
Delinquent Taxes	1,201	336	318	122	586	318	247	401	294	3,823	3,695	(128)
Jury Fees	5,742	2,545	1,959	2,953	2,932	3,234	2,313	2,855	3,351	27,884	40,000	12,116
Intergovernmental Revenue	95,812	23,562	33,490	43,792	-	74,664	-	106,794	-	378,114	550,000	171,886
Road & Bridge Pct. 1												
Current Taxes	84,548	345,916	147,375	2,367	6,633	2,436	2,325	2,215	1,220	595,035	593,939	(1,096)
Delinquent Taxes	2,357	659	624	240	1,149	623	486	786	577	7,501	7,251	(250)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	81,060	-	-	-	502,827	-	-	-	583,887	522,000	(61,887)
Road & Bridge Fees	114,504	49,086	46,761	46,186	57,165	34,496	53,240	53,025	40,495	494,958	535,050	40,092
Sales, Rentals & Services	-	-	-	-	-	-	7,161	-	181	7,342	-	(7,342)
Fines and Forfeitures	41,893	20,767	20,421	36,898	24,810	20,168	18,371	21,229	23,181	227,738	287,100	59,362
Road & Bridge Pct. 2												
Current Taxes	77,972	319,012	135,913	2,182	6,118	2,247	2,144	2,042	1,125	548,755	547,744	(1,011)
Delinquent Taxes	2,175	608	576	221	1,060	575	448	726	532	6,921	6,689	(232)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	74,755	-	-	-	463,717	-	-	-	538,472	481,400	(57,072)
Road & Bridge Fees	105,598	45,268	43,124	42,595	52,718	31,813	49,100	48,900	37,346	456,462	493,435	36,973
Sales, Rentals & Services	-	-	-	-	-	466	-	-	-	466	-	(466)
Fines and Forfeitures	38,634	19,152	18,832	34,028	22,880	18,599	16,942	19,578	21,378	210,023	264,770	54,747
Road & Bridge Pct. 3												
Current Taxes	70,457	288,263	122,814	1,972	5,528	2,030	1,937	1,846	1,017	495,864	494,949	(915)
Delinquent Taxes	1,963	549	520	200	957	519	404	655	480	6,247	6,038	(209)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	67,550	-	-	-	419,022	-	-	-	486,572	435,000	(51,572)
Road & Bridge Fees	95,420	40,905	38,967	38,489	47,637	28,747	44,368	44,187	33,746	412,466	445,875	33,409
Sales, Rentals & Services	-	-	(36)	5,229	(2,258)	1,000	550	(250)	(80)	4,155	-	(4,155)
Fines and Forfeitures	34,913	17,307	17,018	30,749	20,676	16,807	15,310	17,692	19,319	189,791	239,250	49,459
Road & Bridge Pct. 4												
Current Taxes	90,962	372,159	158,556	2,546	7,137	2,621	2,501	2,383	1,312	640,177	638,997	(1,180)
Delinquent Taxes	2,551	713	675	260	1,244	675	525	851	624	8,118	7,847	(271)
Intergovernmental Revenue	-	-	-	-	-	-	-	613	459	1,072	2,000	928
Auto Registration Fees	-	87,209	-	-	-	540,971	-	-	-	628,180	561,600	(66,580)
Road & Bridge Fees	123,190	52,809	50,308	49,690	61,501	37,113	57,280	57,047	43,569	532,507	575,640	43,133
Sales, Rentals & Services	(520)	400	100	-	2,375	3,622	1,500	595	(541)	7,531	-	(7,531)
Fines and Forfeitures	45,066	22,340	21,967	39,693	26,689	21,695	19,763	22,837	24,936	244,986	308,880	63,894
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas

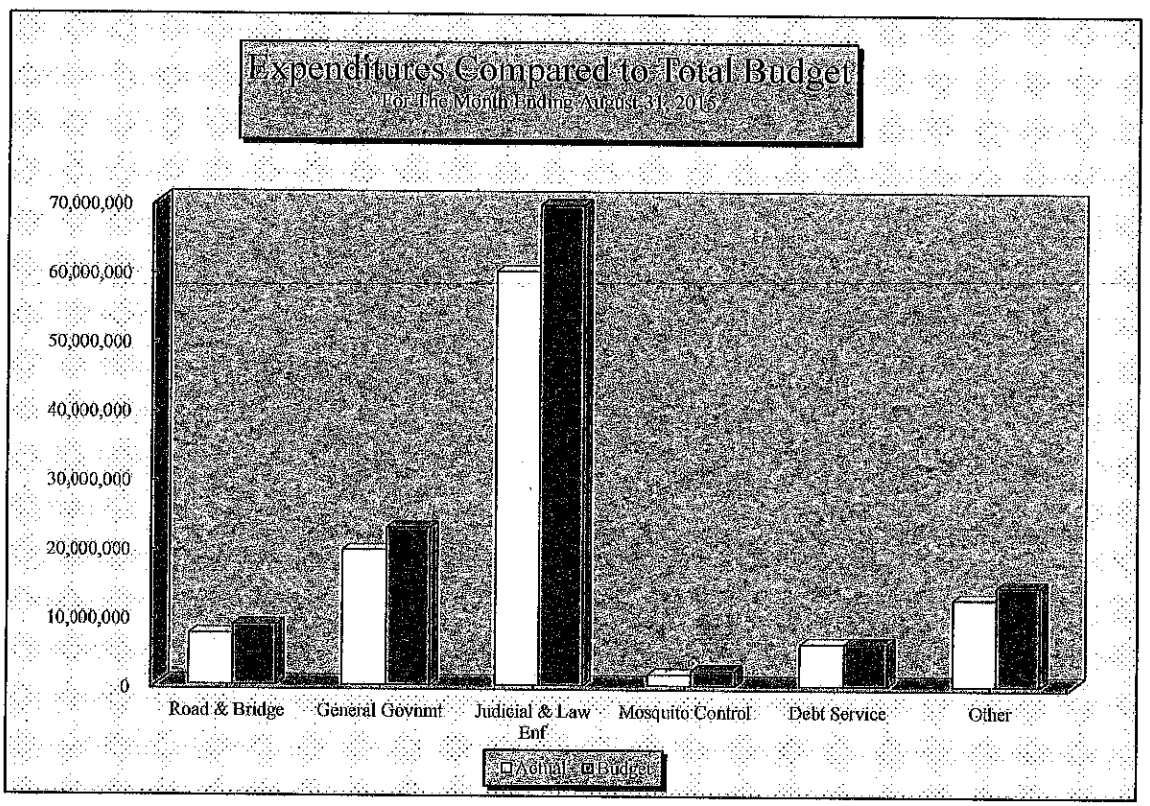
Statement of Revenues - Compared With Budget Allocation

For The Month Ending August 31, 2015

	October 2014 -December	January	February	March	April	May	June	July	August	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund												
Current Taxes	$ 136,361	$ 557,904	$ 237,691	$ 3,817	$ 10,699	$ 3,929	$ 3,750	$ 3,572	$ 1,968	$ 959,691	$ 957,920	$ (1,771)
Delinquent Taxes	3,415	954	904	347	1,665	903	703	1,139	835	10,865	10,503	(362)
Licenses and Permits	129	100	-	-	-	-	-	-	-	229	1,000	771
Sales, Rentals & Services	450	-	-	225	100	-	-	-	200	975	1,500	525
Parks & Recreation												
Current Taxes	19,697	80,589	34,334	551	1,545	568	542	516	284	138,626	138,370	(256)
Delinquent Taxes	298	83	79	30	145	79	61	99	73	947	916	(31)
Sales, Rentals & Services	17,558	4,916	6,130	7,168	6,246	7,042	5,651	6,914	6,807	68,432	50,250	(18,182)
General Fund												
Current Taxes	11,247,491	46,017,549	11,923,756	314,824	882,455	324,082	309,280	(600,760)	162,290	70,580,967	70,434,933	(146,034)
Delinquent Taxes	312,538	87,344	82,727	31,790	152,415	82,631	64,367	104,266	76,464	994,542	961,298	(33,244)
Sales Taxes	2,189,442	2,207,428	2,692,883	1,986,740	2,316,270	2,363,383	2,074,099	2,062,761	2,460,466	20,353,472	21,450,000	1,096,528
Other Taxes	-	1,234	-	-	-	6,096	19,237	-	-	26,567	24,000	(2,567)
Licenses and Permits	63,209	33,114	41,558	37,640	42,554	48,074	35,395	43,371	42,381	387,296	417,200	29,904
Intergovernmental Revenue	166,835	62,033	143,613	20,434	322,614	179,871	8,372	51,369	93,501	1,048,642	1,022,315	(26,327)
Fees of Office	731,059	538,933	383,746	501,298	359,858	369,782	356,892	389,749	383,737	4,015,054	4,266,044	250,990
Other Sales, Rentals & Svcs.	496,224	205,048	337,086	233,095	224,522	231,287	270,983	315,756	227,578	2,541,579	1,702,826	(838,753)
Fines & Forfeitures	129,443	66,034	59,955	66,216	59,800	105,324	93,558	79,572	86,954	746,856	625,000	(121,856)
Interest	65,174	8,563	19,055	36,322	19,068	11,254	58,036	18,147	27,865	263,484	200,000	(63,484)
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund												
Current Taxes	252,614	1,033,536	440,331	7,070	19,820	7,279	6,946	6,617	3,645	1,777,858	1,774,578	(3,280)
Delinquent Taxes	8,629	2,411	2,284	878	4,207	2,281	1,777	2,879	2,111	27,457	26,540	(917)
Spraying Contract	-	-	-	-	-	-	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund							-	-	-			
Interest	3,290	422	849	1,727	944	577	3,263	1,182	1,949	14,203	12,000	(2,203)
Debt Service							-	-	-			
Current Taxes	869,868	3,558,958	1,516,270	24,347	68,248	25,064	23,920	22,786	12,551	6,122,012	5,923,644	(198,368)
Delinquent Taxes	27,100	7,674	6,847	2,993	14,101	7,868	5,582	8,866	6,781	87,812	69,223	(18,589)
Interest	1,424	506	1,353	2,765	1,531	941	5,347	326	547	14,740	8,865	(5,875)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-	-
Total	$ 17,815,533	$ 56,567,199	$ 18,859,446	$ 3,661,776	$ 4,859,392	$ 6,010,439	$ 3,645,745	$ 2,927,152	$ 3,854,069	$ 118,200,751	$ 118,400,967	$ 200,216

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 92% of Year Completed
For The Month Ending August 31, 2015

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 609,396	$ 795,240	$ 185,844	23.37%
Road & Bridge Funds	6,464,889	7,525,258	1,060,369	14.09%
Engineering Fund	853,488	985,864	132,376	13.43%
Parks & Recreation Fund	105,462	190,032	84,570	44.50%
General Fund:				
General Government	19,533,031	22,813,905	3,280,874	14.38%
Judicial	15,787,006	18,530,804	2,743,798	14.81%
Law Enforcement	43,495,058	50,173,811	6,678,753	13.31%
Education	349,689	404,159	54,470	13.48%
Health & Welfare	7,879,122	8,579,856	700,734	8.17%
Maintenance	3,111,602	3,760,591	648,989	17.26%
Other	1,192,596	1,590,416	397,820	25.01%
Mosquito Control Fund	1,665,811	2,189,276	523,465	23.91%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	6,115,044	6,123,644	8,600	0.14%
	$ 107,212,194	$ 123,712,856	$ 16,500,662	13.34%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending August 31, 2015

	October 2014 December	January	February	March	April	May	June	July	August	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 184,614	$ 55,971	$ 60,514	$ 14,951	$ 64,195	$ 128,239	$ 15,410	$ 61,230	$ 21,328	$ 2,944	$ 609,396	$ 795,240	$ 185,844
Road & Brdg Pct. 1	274,090	130,503	95,194	107,080	98,882	174,557	106,990	238,981	100,971	94,690	1,421,938	1,644,279	222,341
Road & Brdg Pct. 2	323,233	149,185	135,180	115,352	104,177	105,818	191,777	195,849	157,645	156,732	1,634,948	1,860,203	225,255
Road & Brdg Pct. 3	297,435	135,798	99,691	101,720	103,630	94,210	201,469	159,049	126,894	125,857	1,445,753	1,751,562	305,809
Road & Brdg Pct. 4	354,852	162,738	113,309	254,572	116,851	191,736	148,055	201,586	255,268	163,283	1,962,250	2,269,214	306,964
Engineering	217,954	102,654	69,748	71,199	70,799	71,592	72,888	103,934	70,486	2,234	853,488	985,864	132,376
Parks & Recreation	21,909	7,539	6,162	6,861	4,263	10,371	(5,488)	27,418	12,879	13,548	105,462	190,032	84,570
Tax Assessor/Coll.	838,922	386,884	276,481	269,910	260,771	264,769	269,054	389,885	269,192	17,652	3,243,520	3,668,340	424,820
Human Resources	90,452	37,888	27,811	29,704	32,351	28,960	29,728	41,037	31,532	1,101	350,564	430,962	80,398
County Auditor	342,544	150,323	101,698	102,763	103,435	101,807	98,801	148,951	105,970	1,078	1,257,370	1,421,573	164,203
County Clerk	489,647	218,920	155,747	162,237	206,680	157,390	164,876	239,377	165,243	11,947	1,972,064	2,217,027	244,963
County Judge	199,580	86,879	65,316	71,893	63,865	60,181	67,112	85,686	68,016	185	768,713	894,428	125,715
Risk Management	54,645	25,011	16,654	17,918	17,271	17,002	18,182	25,841	17,536	-	210,060	240,745	30,685
County Treasurer	82,317	41,751	27,609	28,619	27,632	28,918	30,701	42,161	29,010	43	338,761	378,326	39,565
Printing Department	27,085	15,427	9,535	11,115	9,299	9,497	11,693	13,590	8,144	6,223	121,608	168,274	46,666
Purchasing Department	115,898	55,881	34,559	31,461	39,047	36,248	39,392	58,763	39,611	11,833	462,693	547,371	84,678
General Services	2,432,477	732,166	1,411,995	737,193	455,139	526,840	715,256	743,326	438,290	23,677	8,216,359	9,692,419	1,476,060
MIS	492,085	187,259	153,438	127,673	191,054	131,308	128,557	212,510	157,874	36,897	1,818,655	2,113,047	294,392
Voter's Registration	50,959	26,568	11,223	17,155	13,999	16,684	15,917	23,243	15,988	177	191,913	226,010	34,097
Elections	280,400	56,163	33,497	32,434	35,094	100,173	(24,375)	30,120	30,850	6,395	580,751	815,383	234,632
District Attorney	1,310,006	652,583	445,782	462,788	463,652	478,037	477,555	695,065	473,515	20,693	5,479,676	6,481,869	1,002,193
District Clerk	362,815	189,785	137,346	134,895	141,644	133,003	139,102	209,538	134,848	30,069	1,613,045	1,799,632	186,587
Criminal Dist. Court	289,341	112,202	103,795	93,950	113,729	115,285	123,736	129,404	107,650	926	1,190,018	1,509,101	319,083
58th Dist. Court	67,121	29,450	21,528	22,119	21,817	21,784	21,882	33,101	21,964	81	260,847	305,686	44,839
60th Dist. Court	64,592	31,656	21,284	21,417	21,428	21,436	21,583	32,504	23,168	286	259,354	287,724	28,370
136th Dist. Court	66,585	34,169	21,872	22,018	22,192	22,216	22,056	33,098	21,996	-	266,202	293,706	27,504
172nd Dist. Court	65,229	30,306	20,388	20,584	20,571	20,431	19,384	25,387	19,352	190	241,822	295,125	53,303
252nd Dist. Court	269,111	83,957	80,309	117,426	103,074	86,885	221,344	83,007	124,259	420	1,169,792	1,358,506	188,714
279th Dist. Court	91,612	29,597	29,912	37,560	34,104	33,343	32,488	37,020	31,787	-	357,423	387,285	29,862
317th Dist. Court	182,504	62,167	59,958	72,879	51,777	71,516	63,489	72,540	59,870	177	696,877	790,183	93,306
J.P. Pct. 1 Pl 1	79,539	39,129	26,913	26,597	27,134	26,885	27,388	36,822	25,709	68	316,184	355,094	38,910
J.P. Pct. 1 Pl 2	75,598	35,927	23,047	25,430	26,089	26,337	25,358	36,880	25,623	2,303	302,592	349,550	46,958
J.P. Pct. 2	65,797	32,116	21,402	22,350	22,276	21,606	22,530	32,092	21,059	939	262,167	330,558	68,391
J.P. Pct. 4	76,375	39,276	24,954	27,844	24,717	25,385	26,222	38,537	26,315	656	310,281	355,319	45,038
J.P. Pct. 6	80,638	39,150	26,878	27,605	25,426	25,621	27,032	39,530	27,591	1,053	320,524	364,634	44,110
J.P. Pct. 7	70,419	35,320	24,863	27,972	23,822	23,926	25,223	33,943	27,547	116	293,151	362,270	69,119
J.P. Pct. 8	79,569	40,232	26,550	22,862	21,727	21,498	22,580	34,286	24,477	1,874	295,655	364,959	69,304
Cnty. Court at Law 1	105,514	52,205	34,507	35,643	35,430	34,794	35,659	52,045	35,188	-	420,985	474,535	53,550
Cnty. Court at Law 2	143,648	68,491	48,864	48,036	51,606	35,126	39,137	53,302	48,897	344	537,451	644,153	106,702
Cnty. Court at Law 3	148,871	70,198	47,418	44,595	44,099	45,906	50,026	75,528	54,127	-	580,768	672,130	91,362
Court Master	84,014	40,239	36,950	26,534	29,115	45,009	51,379	62,253	48,513	785	424,791	494,103	69,312

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending August 31, 2015

	October 2014 December	January	February	March	April	May	June	July	August	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 46,696	$ 25,563	$ 15,611	$ 15,980	$ 15,445	$ 16,561	$ 16,751	$ 21,254	$ 11,641	$ 1,899	$ 187,401	$ 254,682	$ 67,281
Alternative School	84,002	40,684	28,019	28,942	30,340	29,247	22,094	32,237	21,353	825	317,743	381,977	64,234
Comm. Supervision	1,994	1,823	450	983	741	136	1,981	469	5,546	-	14,123	14,728	605
Sheriff's Dept.	2,984,136	1,384,607	946,011	946,123	969,844	951,690	984,135	1,368,152	915,663	31,514	11,481,875	13,196,368	1,714,493
Crime Lab	372,327	126,309	99,581	92,095	89,135	92,723	135,870	131,652	92,454	11,282	1,243,428	1,469,693	226,265
Jail	5,986,058	2,679,971	2,017,269	2,594,066	1,859,403	1,959,591	1,887,392	3,171,222	1,852,417	76,920	24,084,309	27,520,354	3,436,045
Juvenile Probation	286,821	143,413	96,631	146,442	96,016	96,673	103,301	136,226	148,397	1,649	1,255,569	1,602,440	346,871
Juvenile Detention	383,506	187,433	130,343	138,804	134,362	140,209	146,945	198,633	144,992	21,123	1,626,350	2,042,112	415,762
Constable Pct. 1	193,751	77,872	51,915	58,255	51,646	77,620	52,010	72,067	51,569	4,210	690,915	810,851	119,936
Constable Pct. 2	125,394	45,884	51,113	32,670	30,913	31,060	31,847	46,717	34,366	4,070	434,034	464,729	30,695
Constable Pct. 4	93,718	41,548	29,048	30,309	29,639	30,748	29,385	43,634	29,935	1,219	359,183	426,867	67,684
Constable Pct. 6	120,318	59,721	41,990	46,927	52,892	41,470	44,584	61,138	40,428	1,735	511,203	569,176	57,973
Constable Pct. 7	121,294	45,576	31,533	31,004	32,146	31,414	31,499	44,559	32,530	-	401,555	455,985	54,430
Constable Pct. 8	120,690	48,348	30,730	33,362	31,335	31,973	32,105	47,495	32,460	2,342	410,840	458,531	47,691
County Morgue	117,235	75,147	80,465	64,594	61,094	9,760	71,836	124,561	54,753	4,486	663,931	760,000	96,069
Agriculture Ext.	87,957	42,156	28,353	30,463	28,903	28,980	29,298	43,922	28,783	874	349,689	404,159	54,470
Public Health # 1	272,216	116,607	81,171	87,215	89,564	81,380	84,395	119,961	92,261	38,843	1,063,613	1,313,355	249,742
Public Health # 2	267,796	119,245	80,648	88,772	83,308	75,196	95,773	114,557	92,983	36,513	1,054,791	1,279,831	225,040
Nurse Practitioner	61,786	30,772	21,604	23,247	21,006	20,012	25,258	32,321	23,538	6,813	266,357	299,070	32,713
Child Welfare	31,413	6,009	11,278	7,659	6,593	5,628	15,584	9,141	1,349	-	94,654	153,900	59,246
Env. Control	81,219	63,981	27,245	35,770	29,632	27,150	28,568	40,939	28,328	139	362,971	408,121	45,150
Ind. Medical Svcs.	2,107,352	120,331	107,125	135,158	75,773	111,528	1,948,316	135,075	74,241	22,645	4,837,544	4,900,891	63,347
Emergency Mgmt.	48,124	25,061	16,824	16,824	16,825	16,822	16,824	25,063	16,825	-	199,192	224,688	25,496
Beaumont Maintenance	451,065	130,599	186,427	246,919	172,535	259,876	270,704	144,096	290,270	141,896	2,294,387	2,769,117	474,730
Port Arthur Maint.	138,033	73,348	47,436	53,861	82,842	44,329	56,001	79,569	57,793	6,889	640,101	759,246	119,145
Mid-County Maint.	31,321	15,771	14,210	14,305	13,558	14,812	15,590	18,409	19,824	19,314	177,114	232,228	55,114
Service Center	186,066	126,238	50,644	88,399	77,525	70,646	108,026	82,027	69,781	78,254	937,606	1,307,879	370,273
Veteran Service	63,424	30,675	20,621	22,164	22,177	21,755	21,985	30,777	21,412	-	254,990	282,537	27,547
Mosquito Control	606,720	114,759	105,111	119,913	90,555	114,014	100,871	293,294	114,789	5,785	1,665,811	2,189,276	523,465
Tobacco Settlement	50,000	-	-	-	-	-	-	-	-	-	50,000	50,000	-
Debt Service Funds	-	848,222	-	-	500	500	-	5,265,822	-	-	6,115,044	6,123,644	8,600
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	$ 26,472,428	$ 11,361,336	$ 8,639,287	$ 8,884,139	$ 7,640,110	$ 8,025,832	$ 10,200,076	$ 16,823,408	$ 7,906,863	$ 1,258,715	$ 107,212,194	$ 123,712,856	$ 16,500,662

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending August 31, 2015

Issue	Beginning Amount Outstanding	2014-2015 Requirements				2014-2045 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2011 Refunding Bonds	3,350,000	1,085,000	100,500	4,000	1,189,500	1,085,000	100,500	1,700	1,187,200	2,265,000
2012 Refunding Bonds	40,660,000	3,070,000	1,576,800	4,000	4,650,800	3,070,000	1,576,800	1,700	4,648,500	37,590,000
2013 Refunding Bonds	1,070,000	265,000	14,344	4,000	283,344	265,000	14,344	-	279,344	805,000
	$ 45,080,000	$ 4,420,000	$ 1,691,644	$ 12,000	$ 6,123,644	$ 4,420,000	$ 1,691,644	$ 3,400	$ 6,115,044	$ 40,660,000

Jefferson County, Texas
Statement of Transfers In and Out

	Fund	Transfers In		Transfers Out	
120	General Fund			1,507,055	(a)
225	Juvenile Probation and Detention Fund			7,704	(a)
229	Juvenile Drug Court	13,604	(a)		
248	Crime Victim's Clearing	6,021	(a)		
263	VAWA Fund	28,214	(a)		
286	Hotel Occupancy Tax			164,433	(a)
311	Capital Projects Fund	16,200	(a)		
321	2000 Construction Bond	164,433	(a)		
550	SETEC Fund	1,450,720	(a)		
865	Marine Division			20,331	(a)
875	2013 Port Security Grant	1,673	(a)		
877	2014 Port Security Grant	18,658	(a)		
		$1,699,523		$1,699,523	

(a) Budgeted Transfer

JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH *LAW ENFORCEMENT* | CHIEF GEORGE MILLER *CORRECTIONS* | CHIEF MARK DUBOIS *SERVICES* | CHIEF RON HOBBS *NARCOTICS*

September 28, 2015

TO: Patrick Swain, County Auditor

FROM: Deputy Chief Ron Hobbs

RE: Out of State Training

I need to request permission to send Deputy Eric Boman to K-9 Unlimited in Kaplan, Louisiana from Tuesday, October 6 – Friday, October 30, 2015. This is a K-9 Handler Course with our drug detection dog. This training was not budgeted for, as it was made necessary by the recent resignation of Sergeant Dean Nance. K-9 Unlimited is where we recently purchased this dog and Deputy Boman needs to be trained and certified as her new handler. This is essential training. K-9 handlers must be training and certified in order to testify in court as expert witnesses. Further, Deputy Boman is assigned to our interdiction unit and K-9's are used daily. All required costs for this training will be paid from the Sheriff's Drug Forfeiture Fund. This training is not available locally.

1001 Pearl Street • Beaumont, Texas 77701 • (409) 835-8411

Out of State Travel

Per Commissioner's Court Policy all Out of State travel **must** be approved by Commissioner's Court prior to the trip being taken or it **will not** be reimbursed. This policy applies whether paid for with grant funds or general budgeted funds. In addition, below are four questions that Court requires us to answer in order for the trip to be considered for approval. These questions must be answered and submitted with your budget proposals. Call the Services Division at Ext. 8734 with any questions you may have.

1. Is the trip budgeted? If not, how is the trip to be funded.
2. Is the training mandatory or does the training directly impact the employee's assigned job duties?
3. Does the benefit appear to be worth the cost?
4. Is the training available locally or within Texas at a lower cost?

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
OFFICE DEPOT	86.26	412578	
TRI-CITY COFFEE SERVICE	254.95	412617	
WARREN'S DO-NUTS	42.23	412691	
			383.44**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	474.07	412521	
CARQUEST AUTO PARTS # 96	112.28	412529	
ISI COMMERCIAL REFRIGERATION	2,846.00	412561	
M&D SUPPLY	9.99	412568	
MUNRO'S	33.00	412574	
OFFICE DEPOT	70.40	412578	
SANDIFER'S LP GAS CO.	60.72	412591	
SANITARY SUPPLY, INC.	488.44	412592	
SMART'S TRUCK & TRAILER, INC.	170.71	412597	
SOUTHEAST TEXAS WATER	37.00	412599	
STAR GRAPHICS SHARP	30.12	412607	
TRI-CON, INC.	3,600.88	412616	
SOUTHERN TIRE MART, LLC	411.00	412625	
ACORN STEEL	78.00	412629	
UNITED STATES POSTAL SERVICE	2.84	412655	
			8,425.45**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	105.00	412517	
APAC, INC. - TROTTI & THOMSOM	5,449.19	412521	
CERTIFIED LABORATORIES	378.24	412531	
ENTERGY	113.94	412552	
MUNRO'S	18.45	412574	
PHILPOTT MOTORS, INC.	233.05	412582	
SETZER HARDWARE, INC.	103.70	412594	
SMART'S TRUCK & TRAILER, INC.	1,256.13	412597	
STAR GRAPHICS SHARP	42.71	412607	
TRI-CON, INC.	1,779.27	412616	
LOWE'S HOME CENTERS, INC.	422.50	412665	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	1,706.37	412673	
BUMPER TO BUMPER	706.22	412686	
MARTIN PRODUCT SALES LLC	372.84	412694	
RELADYNE	431.59	412742	
A-1 AMERICAN FENCE INC	4,200.00	412752	
			17,319.20**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	30.42	412545	
ENTERGY	450.02	412552	
MUNRO'S	18.23	412574	
SMART'S TRUCK & TRAILER, INC.	206.00	412597	
AT&T	71.28	412604	
STAR GRAPHICS SHARP	63.56	412607	
TIME WARNER COMMUNICATIONS	85.46	412612	
STRATTON INC.	10.18	412622	
SOUTHERN TIRE MART, LLC	298.00	412625	
LOWE'S HOME CENTERS, INC.	53.90	412665	
ATSCO	650.00	412705	
SCENDERO OUTFITTERS	647.10	412767	
			2,584.15**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	19.03	412533	
ENTERGY	1,198.34	412552	
MUNRO'S	64.02	412574	
OIL CITY TRACTORS, INC.	157.55	412579	
PORT ARTHUR NEWS, INC.	108.50	412583	
TRI-CON, INC.	3,372.06	412616	
SIERRA SPRING WATER CO. - BT	74.52	412656	
MARTIN PRODUCT SALES LLC	6,455.39	412694	
INTERSTATE ALL BATTERY CENTER - BMT	140.95	412710	
ON TIME TIRE	190.00	412730	
SUBURBAN PROPANE L.P.	277.79	412741	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	59.96	412748	
GCR TIRES & SERVICE	300.00	412753	
			12,418.11**
ENGINEERING FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	43.25	412607	
CDW COMPUTER CENTERS, INC.	152.84	412632	
UNITED STATES POSTAL SERVICE	.42	412655	
			196.51**
PARKS & RECREATION			
ACE GLASS & MIRROR, INC.	400.20	412508	
ENTERGY	404.91	412552	
NOACK LOCKSMITH	125.50	412576	
SHERWIN-WILLIAMS	220.60	412596	
LOWE'S HOME CENTERS, INC.	160.44	412665	
			1,311.65**
GENERAL FUND			
TAX OFFICE			
PAMELA G. YATES	54.63	412507	
CURTIS 1000, INC.	1,077.34	412541	
STAR GRAPHICS SHARP	208.10	412607	
UNITED STATES POSTAL SERVICE	763.54	412655	
NADINE POLK	10.93	412768	
			2,114.54*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	245.00	412522	
FED EX	24.38	412546	
STAR GRAPHICS SHARP	43.25	412607	
UNITED STATES POSTAL SERVICE	7.15	412655	
VERENICE ROSALES	38.99	412756	
			358.77*
AUDITOR'S OFFICE			
SUNGARD PUBLIC SECTOR	46,528.64	412555	
STAR GRAPHICS SHARP	60.94	412607	
UNITED STATES POSTAL SERVICE	16.65	412655	
			46,606.23*
COUNTY CLERK			
CDW COMPUTER CENTERS, INC.	1,465.65	412632	
UNITED STATES POSTAL SERVICE	329.98	412655	
			1,795.63*
COUNTY JUDGE			
MARILYN ADAMS	500.00	412510	
JAN GIROUARD & ASSOCIATES	400.00	412548	
KEVIN PAULA SEKALY PC	500.00	412593	
STAR GRAPHICS SHARP	43.25	412607	
UNITED STATES POSTAL SERVICE	1.25	412655	
SHI GOVERNMENT SOLUTIONS, INC.	24.10	412658	
			1,468.60*
RISK MANAGEMENT			
STAR GRAPHICS SHARP	31.78	412607	
UNITED STATES POSTAL SERVICE	1.94	412655	
			33.72*
COUNTY TREASURER			
CASH ADVANCE ACCOUNT	729.01	412562	
STAR GRAPHICS SHARP	43.25	412607	
UNITED STATES POSTAL SERVICE	353.87	412655	
TIM FUNCHESS	1,040.27	412718	
			2,166.40*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,821.00	412580	
STAR GRAPHICS SHARP	314.11	412607	
			2,135.11*
PURCHASING DEPARTMENT			
HERNANDEZ OFFICE SUPPLY, INC.	15.60	412558	
PORT ARTHUR NEWS, INC.	1,286.03	412583	
STAR GRAPHICS SHARP	43.25	412607	
UNITED STATES POSTAL SERVICE	48.21	412655	
			1,393.09*
GENERAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
SPINDLETOP MHMR	32,990.75	412567	
TIME WARNER COMMUNICATIONS	488.48	412608	
TIME WARNER COMMUNICATIONS	2,440.57	412611	
TRI-CITY COFFEE SERVICE	172.45	412617	
IEA - INSPIRE, ENCOURAGE, ACHIEVE	150,000.00	412653	
CROWN CASTLE INTERNATIONAL	1,413.81	412678	
ROCHESTER ARMORED CAR CO INC	3,665.46	412720	
HONEYWELL INC	17,128.47	412729	
SAM'S CLUB DIRECT	67.34	412734	
DYNAMEX INC	202.14	412745	
			208,569.47*
DATA PROCESSING			
OFFICE DEPOT	78.84	412578	
STAR GRAPHICS SHARP	60.94	412607	
CDW COMPUTER CENTERS, INC.	391.95	412632	
VERIZON WIRELESS	75.98	412651	
SHI GOVERNMENT SOLUTIONS, INC.	656.40	412658	
MICHAEL BAIN	357.65	412699	
TIGER DIRECT.COM	8.74	412709	
PITNEY BOWES SOFTWARE INC	2,500.00	412733	
			4,130.50*
VOTERS REGISTRATION DEPT			
STAR GRAPHICS SHARP	30.12	412607	
UNITED STATES POSTAL SERVICE	210.14	412655	
			240.26*
ELECTIONS DEPARTMENT			
STAR GRAPHICS SHARP	30.12	412607	
UNITED STATES POSTAL SERVICE	13.75	412655	
SIERRA SPRING WATER CO. - BT	32.30	412657	
			76.17*
DISTRICT ATTORNEY			
STAR GRAPHICS SHARP	261.30	412607	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	412614	
UNITED STATES POSTAL SERVICE	285.35	412655	
SHI GOVERNMENT SOLUTIONS, INC.	656.40	412658	
THOMSON REUTERS-WEST	188.74	412737	
			1,741.79*
DISTRICT CLERK			
OFFICE DEPOT	56.02	412578	
STAR GRAPHICS SHARP	51.52	412607	
UNITED STATES POSTAL SERVICE	168.02	412655	
			275.56*
CRIMINAL DISTRICT COURT			
JOHN E MACEY	800.00	412569	
STAR GRAPHICS SHARP	31.78	412607	
RENE MULHOLLAND	3,317.40	412619	
KEVIN S. LAINE	1,700.00	412628	
UNITED STATES POSTAL SERVICE	38.43	412655	
CAROLYN WIEDENFELD	600.00	412668	
LANGSTON ADAMS	600.00	412670	
SAMUEL & SON LAW FIRM PLLC	1,500.00	412755	
			8,587.61*
58TH DISTRICT COURT			
STAR GRAPHICS SHARP	31.78	412607	
UNITED STATES POSTAL SERVICE	.42	412655	
			32.20*
60TH DISTRICT COURT			
OFFICE DEPOT	65.16	412578	
STAR GRAPHICS SHARP	30.12	412607	
ACCO BRANDS DIRECT	56.00	412738	
			151.28*
136TH DISTRICT COURT			
STAR GRAPHICS SHARP	30.12	412607	
UNITED STATES POSTAL SERVICE	1.66	412655	
			31.78*
172ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	31.78	412607	
UNITED STATES POSTAL SERVICE	6.74	412655	
			38.52*
252ND DISTRICT COURT			
ALL AMERICAN MOVING & STORAGE	124.00	412509	
TERRENCE HOLMES	600.00	412559	
OFFICE DEPOT	358.99	412578	
NATHAN REYNOLDS, JR.	2,343.75	412587	
UNITED STATES POSTAL SERVICE	302.90	412655	
CAROLYN WIEDENFELD	800.00	412668	
SUMMER TANNER	31.50	412696	
RYAN GERTZ	6,475.00	412713	
LINDSEY SCOTT	2,242.50	412761	
			13,278.64*
279TH DISTRICT COURT			
PHILLIP DOWDEN	500.00	412520	
TRAVIS EVANS	325.00	412544	
MARVA PROVO	1,150.00	412585	
KEVIN S. LAINE	1,000.00	412628	
UNITED STATES POSTAL SERVICE	9.63	412655	
ANTOINETTE BRADLEY	500.00	412679	
JOEL WEBB VAZQUEZ	975.00	412684	
BRYAN E MCEACHERN PC	1,000.00	412746	
MATUSKA LAW FIRM	500.00	412749	
MELANIE AIREY	1,000.00	412757	
GORDON D FRIESZ	500.00	412763	
			7,459.63*
317TH DISTRICT COURT			
GAYLYN COOPER	325.00	412513	
PHILLIP DOWDEN	725.00	412520	
THOMAS J. BURBANK, P.C.	650.00	412525	
LINDA C. CANSLER	325.00	412527	
LAIRON DOWDEN, JR.	325.00	412542	
TRAVIS EVANS	510.00	412544	
JIMMY D. HAMM	75.00	412556	
TERRENCE HOLMES	1,225.00	412559	
OFFICE DEPOT	36.81	412578	
ANITA F. PROVO	1,675.00	412586	
STAR GRAPHICS SHARP	31.78	412607	
KEVIN S. LAINE	500.00	412628	
CHARLES ROJAS	1,575.00	412634	
UNITED STATES POSTAL SERVICE	.42	412655	
GLEN M. CROCKER	1,025.00	412660	
DONEANE E. BECKCOM	500.00	412661	
ANTOINETTE BRADLEY	500.00	412679	
JOEL WEBB VAZQUEZ	75.00	412684	
COMMUNICATION AXESS ABILITY GROUP	180.00	412692	
ANTOINE FREEMAN	500.00	412704	
RONALD PLESSALA	1,325.00	412706	
ALLEN PARKER	300.00	412714	
JONATHAN L. STOVALL	400.00	412722	
LINDSAY LAW FIRM, PLLC	500.00	412723	
WILLIAM FORD DISHMAN	3,000.00	412743	
MATUSKA LAW FIRM	400.00	412749	
TARA SHELANDER	1,375.00	412751	
LAW OFFICE OF J SCOTT FREDERICK	75.00	412758	
GORDON D FRIESZ	150.00	412763	
			18,284.01*
JUSTICE COURT-PCT 1 PL 1			
TEXAS STATE UNIVERSITY SAN MARS	300.00	412603	
STAR GRAPHICS SHARP	51.32	412607	
UNITED STATES POSTAL SERVICE	45.59	412655	
			396.91*
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	665.13	412578	
TEXAS STATE UNIVERSITY SAN MARS	300.00	412601	
STAR GRAPHICS SHARP	30.12	412607	
UNITED STATES POSTAL SERVICE	1.20	412655	

NAME	AMOUNT	CHECK NO.	TOTAL
CLASSIC FORMS AND PRODUCTS	99.00	412674	
			1,095.45*
JUSTICE COURT-PCT 2			
TEXAS STATE UNIVERSITY SAN MARS	300.00	412602	
			300.00*
JUSTICE COURT-PCT 4			
STAR GRAPHICS SHARP	42.71	412607	
TEXAS MUNICIPAL COURT - JUSTICE	36.00	412615	
			78.71*
JUSTICE COURT-PCT 6			
STAR GRAPHICS SHARP	30.12	412607	
UNITED STATES POSTAL SERVICE	41.13	412655	
			71.25*
JUSTICE COURT-PCT 7			
AT&T	30.51	412604	
			30.51*
COUNTY COURT AT LAW NO.1			
STAR GRAPHICS SHARP	30.12	412607	
UNITED STATES POSTAL SERVICE	.49	412655	
			30.61*
COUNTY COURT AT LAW NO. 2			
ALISA RAUMAKER, CSR	490.35	412518	
UNITED STATES POSTAL SERVICE	22.46	412655	
SAMUEL & SON LAW FIRM PLLC	550.00	412755	
			1,062.81*
COUNTY COURT AT LAW NO. 3			
CHARLES ROJAS	1,775.00	412634	
UNITED STATES POSTAL SERVICE	15.46	412655	
SAMUEL & SON LAW FIRM PLLC	2,200.00	412755	
			3,990.46*
COURT MASTER			
STAR GRAPHICS SHARP	42.71	412607	
VERIZON WIRELESS	110.30	412651	
			153.01*
MEDIATION CENTER			
OFFICE DEPOT	32.46	412578	
SOUTHEAST TEXAS WATER	22.85	412599	
STAR GRAPHICS SHARP	30.12	412607	
UNITED STATES POSTAL SERVICE	7.02	412655	
			92.45*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	136.39	412607	
			136.39*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	83.53	412535	
FED EX	429.93	412546	
OFFICE DEPOT	128.25	412578	
AT&T	263.40	412604	
STAR GRAPHICS SHARP	279.27	412607	
KEESHA GUILLORY	300.00	412630	
UNITED STATES POSTAL SERVICE	1,232.59	412655	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	412662	
CHRISTUS HOSPITAL	475.00	412664	
FIVE STAR FEED	178.50	412675	
CODE BLUE	6,115.00	412682	
ATTABOY TERMITE & PEST CONTROL	55.00	412711	
SILSBEE FORD INC	1,806.04	412747	
			11,379.46*
CRIME LABORATORY			
OFFICE DEPOT	501.51	412578	
STAR GRAPHICS SHARP	42.71	412607	

NAME	AMOUNT	CHECK NO.	TOTAL
LIPOMED	66.00	412717	
BL TECHNOLOGY	262.72	412724	
			872.94*
JAIL - NO. 2			
ECOLAB	480.00	412543	
W.W. GRAINGER, INC.	2.91	412550	
HERNANDEZ OFFICE SUPPLY, INC.	60.96	412558	
MOORE SUPPLY, INC.	4,054.73	412572	
SHERWIN-WILLIAMS	375.19	412596	
AT&T	942.75	412604	
STAR GRAPHICS SHARP	522.75	412607	
WORLD FUEL SERVICES	1,774.30	412712	
LIQUID CAPITAL EXCHANGE INC	712.43	412725	
TROOP INDUSTRIAL	72.40	412732	
LONE STAR UNIFORMS	289.29	412765	
			9,287.71*
JUVENILE PROBATION DEPT.			
J WALTER BORDAGES JR PHD	345.00	412524	
HERNANDEZ OFFICE SUPPLY, INC.	1,076.37	412558	
OFFICE DEPOT	668.21	412578	
STAR GRAPHICS SHARP	91.06	412607	
VERIZON WIRELESS	66.70	412651	
UNITED STATES POSTAL SERVICE	10.30	412655	
LATRICIA COLEMAN	152.38	412669	
			2,410.02*
JUVENILE DETENTION HOME			
OFFICE DEPOT	894.04	412578	
SANITARY SUPPLY, INC.	694.59	412592	
JOHN C. WHITE, D.D.S.	50.00	412623	
OAK FARM DAIRY	433.50	412627	
CHARMTEX INC.	391.20	412676	
FLOWERS FOODS	82.53	412680	
BEN E KEITH FOODS	2,699.72	412681	
			5,245.58*
CONSTABLE PCT 1			
CARPENTER'S TIME CENTER INC.	496.45	412528	
OFFICE DEPOT	62.20	412578	
SAM'S WESTERN WEAR, INC.	300.00	412590	
VERIZON WIRELESS	227.94	412651	
UNITED STATES POSTAL SERVICE	127.74	412655	
TASER INTERNATIONAL	234.96	412687	
DISCOUNT UNIFORM INTERNATIONAL INC	377.64	412693	
			1,826.93*
CONSTABLE-PCT 2			
OFFICE DEPOT	5.09	412578	
VERIZON WIRELESS	113.97	412651	
			119.06*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	412651	
			113.97*
CONSTABLE-PCT 6			
OFFICE DEPOT	64.99	412578	
STAR GRAPHICS SHARP	30.12	412607	
VERIZON WIRELESS	113.97	412651	
UNITED STATES POSTAL SERVICE	7.75	412655	
TASER INTERNATIONAL	339.36	412687	
FRESH & CLEAN CARPET CLEANING	135.10	412750	
			691.29*
CONSTABLE PCT. 7			
OFFICE DEPOT	9.99	412578	
VERIZON WIRELESS	113.97	412651	
CODE BLUE	320.00	412682	
			443.96*
CONSTABLE PCT. 8			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	141.94	412578	
VERIZON WIRELESS	113.97	412651	
			255.91*
COUNTY MORGUE			
AIR COMFORT, INC.	509.40	412514	
			509.40*
AGRICULTURE EXTENSION SVC			
HACH COMPANY	108.54	412506	
NATIONAL 4-H SUPPLY SERVICE	146.15	412575	
COLE PALMER INSTRUMENT CO.	970.29	412581	
STAR GRAPHICS SHARP	60.94	412607	
TEXAS AGRILIFE EXTENSION SERVICES	550.00	412613	
UNITED STATES POSTAL SERVICE	113.45	412655	
ACCO BRANDS DIRECT	47.98	412738	
			1,997.35*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	123.50	412519	
ENTERGY	70.00	412554	
MUNRO'S	12.98	412574	
OFFICE DEPOT	136.23	412578	
STAR GRAPHICS SHARP	60.94	412607	
AUSTIN CECIL WALKES MD PA	3,245.08	412621	
CDW COMPUTER CENTERS, INC.	241.53	412632	
MCKESSON MEDICAL-SURGICAL INC	271.67	412633	
UNITED STATES POSTAL SERVICE	71.54	412655	
CENTERPOINT ENERGY RESOURCES CORP	45.85	412688	
			4,279.32*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	999.00	412536	
HANNAH FUNERAL HOME, INC.	725.00	412557	
MUNRO'S	60.00	412574	
AT&T	30.51	412604	
STAR GRAPHICS SHARP	73.37	412607	
AUSTIN CECIL WALKES MD PA	3,245.08	412621	
MCKESSON MEDICAL-SURGICAL INC	2,422.27	412633	
			7,555.23*
NURSE PRACTITIONER			
STAR GRAPHICS SHARP	30.12	412607	
			30.12*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	344.50	412662	
J.C. PENNEY'S	1,082.38	412663	
K-MART #7912	190.60	412666	
			1,617.48*
ENVIRONMENTAL CONTROL			
AT&T	30.55	412604	
			30.55*
INDIGENT MEDICAL SERVICES			
GUARDIAN FORCE	90.00	412511	
PRECISION DYNAMICS CORP.	433.45	412584	
CARDINAL HEALTH 110 INC	3,149.29	412740	
			3,672.74*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	75.00	412511	
LOUIS AND COMPANY	1,868.11	412512	
CINTAS, INC.	293.01	412532	
CITY OF BEAUMONT - WATER DEPT.	11,822.05	412533	
CONSOLIDATED ELECTRICAL DIST, INC.	300.72	412537	
CORBELL MASONRY, INC.	1,430.00	412538	
GOLD CREST ELECTRIC CO., INC.	2,464.00	412549	
W.W. GRAINGER, INC.	454.56	412550	
GRESON TECH. SALES & SERV., INC.	268.80	412551	
ENTERGY	1,043.43	412552	
M&D SUPPLY	377.48	412568	

NAME	AMOUNT	CHECK NO.	TOTAL
MCCOWN PAINT & SUPPLY OF TEXAS	875.54	412571	
MOORE SUPPLY, INC.	549.00	412572	
RITTER @ HOME	851.26	412588	
RALPH'S INDUSTRIAL ELECTRONICS	277.20	412589	
SANITARY SUPPLY, INC.	1,949.69	412592	
ACE IMAGEWEAR	156.81	412595	
SOUTHWEST BUILDING SYSTEMS	502.06	412600	
AT&T	218.00	412604	
STAR GRAPHICS SHARP	30.12	412607	
UNITED COMMUNICATIONS, INC.	3,920.00	412635	
SOLAR	1,584.00	412659	
BAKER DISTRIBUTING COMPANY	1,167.80	412677	
ZENO IMAGING	1,038.50	412715	
INDUSTRIAL & COMMERCIAL MECHANICAL	684.00	412731	
CARRIER ENTERPRISE LLC	639.61	412739	
TEXAS SPECIALTY PRODUCTS	9,400.00	412766	
			44,240.75*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	259.03	412534	
CURETON & SON	122.00	412540	
AT&T	1,296.61	412604	
STAR GRAPHICS SHARP	61.90	412607	
TIME WARNER COMMUNICATIONS	300.30	412610	
TEXAS GAS SERVICE	299.92	412672	
PARKER LUMBER	76.33	412716	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	183.82	412759	
			2,599.91*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	180.88	412535	
ENTERGY	479.77	412552	
ISI COMMERCIAL REFRIGERATION	1,893.00	412561	
JIFFY TROPHIES	32.00	412564	
ACE IMAGEWEAR	57.02	412595	
STAR GRAPHICS SHARP	31.78	412607	
COKER DOORS & MOLDING CO.	38.00	412626	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	221.65	412759	
			2,934.10*
SERVICE CENTER			
ACTION AUTO GLASS	199.83	412515	
INTERSTATE BATTERIES OF BEAUMONT/PA	744.65	412560	
JERRY'S AUTOMOTIVE	59.50	412563	
KINSEL FORD, INC.	2,065.77	412566	
PHILPOTT MOTORS, INC.	48.30	412582	
STAR GRAPHICS SHARP	30.12	412607	
TRI-CON, INC.	7,649.90	412616	
UNITED PARCEL SERVICE	15.08	412618	
JEFFERSON CTY. TAX OFFICE	7.50	412636	
JEFFERSON CTY. TAX OFFICE	16.75	412637	
JEFFERSON CTY. TAX OFFICE	16.75	412638	
JEFFERSON CTY. TAX OFFICE	22.00	412639	
JEFFERSON CTY. TAX OFFICE	7.50	412640	
JEFFERSON CTY. TAX OFFICE	7.50	412641	
JEFFERSON CTY. TAX OFFICE	7.50	412642	
JEFFERSON CTY. TAX OFFICE	7.50	412643	
JEFFERSON CTY. TAX OFFICE	7.50	412644	
JEFFERSON CTY. TAX OFFICE	7.50	412645	
JEFFERSON CTY. TAX OFFICE	7.50	412646	
JEFFERSON CTY. TAX OFFICE	7.50	412647	
JEFFERSON CTY. TAX OFFICE	15.00	412648	
JEFFERSON CTY. TAX OFFICE	7.50	412649	
JEFFERSON CTY. TAX OFFICE	7.50	412650	
VERIZON WIRELESS	63.68	412651	
UNITED STATES POSTAL SERVICE	.42	412655	
PETROLEUM SOLUTIONS, INC.	1,477.01	412683	
BUMPER TO BUMPER	1,738.36	412686	
MIGHTY OF SOUTHEAST TEXAS	54.32	412727	
CHASE ELECTRONICS	95.00	412728	
SILSBEE FORD INC	340.32	412747	
			14,735.26*
VETERANS SERVICE			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	817.85	412562	
STAR GRAPHICS SHARP	74.49	412607	
UNITED STATES POSTAL SERVICE	14.26	412655	
			906.60*
			446,163.71**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	45.62	412535	
W.W. GRAINGER, INC.	155.30	412550	
MUNRO'S	60.00	412574	
STAR GRAPHICS SHARP	30.12	412607	
GULF COAST AVIONICS CORPORATION	405.00	412631	
VACUUM CITY	102.00	412697	
INTERSTATE ALL BATTERY CENTER - BMT	97.95	412710	
			895.99**
TOBACCO SETTLEMENT FUND			
JULIE ROGERS "GIFT OF LIFE" PROGRAM	100,000.00	412695	
			100,000.00**
LATERAL ROADS -PRECINCT 1			
APAC, INC. - TROTTI & THOMSOM	2,265.90	412521	
			2,265.90**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	412607	
			31.78**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	387.70	412662	
			387.70**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	934.63	412667	
THOMSON REUTERS-WEST	7,670.08	412736	
			8,604.71**
JUVENILE TJPC-A-2014-123			
VERIZON WIRELESS	32.10	412651	
			32.10**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	32.44	412651	
			32.44**
279 JUVENILE DRUG COURT			
IEA - INSPIRE, ENCOURAGE, ACHIEVE	16,760.34	412652	
			16,760.34**
COMMUNITY SUPERVISION FND			
TDCJ - CASHIER'S OFFICE	3,340.00	412526	
JERRY JOHNSON	17.32	412565	
OFFICE DEPOT	1,745.19	412578	
TIME WARNER COMMUNICATIONS	81.10	412609	
INTERFACE EAP	2,039.40	412624	
VERIZON WIRELESS	120.90	412651	
UNITED STATES POSTAL SERVICE	114.26	412655	
JCCSC	187.00	412721	
SILSBEE FORD INC	53,038.15	412747	
			60,683.32**
JEFF. CO. WOMEN'S CENTER			
GUARDIAN FORCE	117.00	412511	
BELL'S LAUNDRY	1,152.97	412523	
CITY OF BEAUMONT - WATER DEPT.	937.76	412533	
SOUTHEAST TEXAS MEDICAL ASSOCIATES	80.00	412598	
STAR GRAPHICS SHARP	31.78	412607	
BURT WALKER PARTNERS, LTD	4,500.00	412620	
VERIZON WIRELESS	32.10	412651	
BEN E KEITH FOODS	1,599.81	412681	
ROCHESTER ARMORED CAR CO INC	114.75	412720	
MATERA PAPER COMPANY INC	189.69	412735	
			8,755.86**
COMMUNITY CORRECTIONS PRG			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP	47.38	412607	
			47.38**
DRUG DIVERSION PROGRAM			
MARKET BASKET	61.74	412570	
STAR GRAPHICS SHARP	47.38	412607	
			109.12**
COUNTY CLK RECORDS ARCHIV			
MANATRON	47,124.58	412702	
			47,124.58**
DRUG INTERVENTION COURT			
REDWOOD TOXICOLOGY LABORATORY	45.31	412698	
			45.31**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.84	412655	
			1.84**
FAMILY PROTECTION FEE FND			
CASA	5,000.00	412530	
GARTH HOUSE	5,000.00	412547	
JEFFERSON CTY. VICTIM'S ASSISTANCE	5,000.00	412685	
			15,000.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	151.96	412651	
			151.96**
HOTEL OCCUPANCY TAX FUND			
COTTON CARGO	116.00	412539	
MUNRO'S	30.84	412574	
TRI-CITY COFFEE SERVICE	84.60	412617	
VERIZON WIRELESS	37.99	412651	
UNITED STATES POSTAL SERVICE	2.96	412655	
LA RUE ROUGEAU	114.43	412700	
JOSEPH SEMIEN	14.95	412701	
K GUY DESIGNS	650.00	412762	
			1,051.77**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	86.50	412607	
			86.50**
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	412744	
			10,500.00**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	1,188.00	412516	
MCFARLAND PLLC	3,900.00	412769	
			5,088.00**
CETRZ GRANT			
APAC, INC. - TROTTI & THOMSOM	169,835.96	412521	
			169,835.96**
AIRPORT FUND			
CITY OF NEDERLAND	407.70	412535	
W.W. GRAINGER, INC.	186.44	412550	
ENTERGY	92.74	412553	
STAR GRAPHICS SHARP	72.83	412607	
VERIZON WIRELESS	75.98	412651	
UNITED STATES POSTAL SERVICE	3.40	412655	
MOWERS TRACTORS INC	277.73	412726	
EASTERN AVIATION FUELS INC	14,023.63	412754	
			15,140.45**
SE TX EMP. BENEFIT POOL			
HOLMES MURPHY	13,750.00	412690	
GROUP ADMINISTRATIVE CONCEPTS INC	105,977.90	412719	
			119,727.90**
SETEC FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
SHI GOVERNMENT SOLUTIONS, INC.	656.40	412658	
BRANDON COSTANZO	750.00	412764	
			1,406.40**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	12,671.90	412689	
			12,671.90**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.96	412651	
			227.96**
MARINE DIVISION			
MOTION INDUSTRIES, INC.	796.16	412573	
RITTER @ HOME	393.22	412588	
SETZER HARDWARE, INC.	562.13	412594	
THE DINGO GROUP-PETE JORGENSON MARI	4,479.54	412703	
AMERICAN TIRE DISTRIBUTORS	536.72	412707	
C & I OIL COMPANY INC	7,094.59	412708	
GALLS LLC	58.00	412760	
			13,920.36**
ASAP - CONSTABLE PCT 8			
MCGRIFF, SEIBELS & WILLIAMS OF TX	16,910.00	412671	
			16,910.00**
			1,116,299.75***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	68.35	412922	
TAMARA DEROUEN	150.00	412934	
DAWN DONUTS	36.53	413113	
			254.88**
ROAD & BRIDGE PCT.#1			
ABLE FASTENER, INC.	18.05	412801	
JACO INDUSTRIAL SUPPLY	825.00	412810	
APAC, INC. - TROTTI & THOMSOM	2,174.64	412812	
ART SIGNS & DECALS	208.00	412813	
CARQUEST AUTO PARTS # 96	335.09	412821	
M&D SUPPLY	420.59	412873	
TRIANGLE EQUIPMENT CO.	265.55	412919	
SOUTHERN TIRE MART, LLC	142.90	412936	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	1,890.01	412971	
HERRERA'S EMERGENCY LIGHTING	239.50	412972	
			6,519.33**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	103.26	412823	
ENTERGY	856.73	412847	
MUNRO'S	132.45	412879	
OFFICE DEPOT	336.24	412883	
TRI-CITY FASTENER & SUPPLY	199.30	412920	
VULCAN MATERIALS CO.	1,824.09	412924	
FASTENAL	267.20	412942	
LOWE'S HOME CENTERS, INC.	273.31	412962	
INTERSTATE ALL BATTERY CENTER - BMT	177.93	413025	
GCR TIRES & SERVICE	1,958.42	413087	
			6,128.93**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	184.30	412814	
BEAUMONT TRACTOR COMPANY	187.78	412818	
FARM & HOME SUPPLY	85.65	412838	
MUNRO'S	34.13	412879	
MUSTANG CAT	690.00	412880	
TRI-CON, INC.	1,671.02	412921	
W. JEFFERSON COUNTY M.W.D.	26.53	412927	
STRATTON INC.	2.49	412928	
SOUTHERN TIRE MART, LLC	653.90	412936	
HOWARD'S AUTO SUPPLY	54.94	412941	
LOWE'S HOME CENTERS, INC.	457.59	412962	
TEXAS GAS SERVICE	155.57	412970	
AIRPORT GULF TOWING LLC	175.00	412994	
WINDSTREAM	47.15	412999	
ASCO	4,441.13	413068	
SILSBEE FORD INC	30,859.80	413078	
			39,726.98**
ROAD & BRIDGE PCT.#4			
CLASSIC CHEVROLET	103.52	412799	
ABLE FASTENER, INC.	28.90	412801	
ART SIGNS & DECALS	98.00	412813	
COASTAL WELDING SUPPLY	91.50	412825	
ENTERGY	11.78	412847	
M&D SUPPLY	142.99	412873	
MUNRO'S	64.02	412879	
STEWART & STEVENSON, INC.	2,275.57	412905	
W. JEFFERSON COUNTY M.W.D.	456.65	412927	
MARTIN PRODUCT SALES LLC	3,104.61	413002	
NIPPON CARBIDE INDUSTRIES (USA) INC	997.50	413059	
SILSBEE FORD INC	43,402.20	413078	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	64.47	413079	
SIEBEN EQUIPMENT SERVICE INC	19,331.57	413082	
GCR TIRES & SERVICE	120.00	413087	
			70,293.28**
ENGINEERING FUND			
BRADLEY STAFFORD	40.00	413058	
			40.00**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	51.02	412847	
SHERWIN-WILLIAMS	105.10	412898	
AT&T	29.01	412904	
W. JEFFERSON COUNTY M.W.D.	52.26	412927	
SUPPLYWORKS	3,474.90	413102	
			3,712.29**
GENERAL FUND			
JEFFERSON CTY. TAX DEPARTMENT	20.00	412860	
JEFFERSON CTY. TAX DEPARTMENT	20.00	412861	
JEFFERSON CTY. TAX DEPARTMENT	20.00	412862	
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	3,001,301.90	413117	
			3,001,361.90*
TAX OFFICE			
GUARDIAN FORCE	583.00	412804	
HERNANDEZ OFFICE SUPPLY, INC.	3,696.27	412852	
PITNEY BOWES, INC.	21.00	412889	
ACE IMAGEWEAR	21.01	412897	
SOUTHEAST TEXAS WATER	242.95	412900	
AT&T	103.53	412904	
UNITED STATES POSTAL SERVICE	650.92	412952	
UNITED STATES POSTAL SERVICE	12.90	412953	
US POSTAL SERVICE	30,000.00	412957	
LEXISNEXIS MATTHEW BENDER	90.98	412963	
JEFFERSON COUNTY CREDIT CARDS	120.00	413042	
			35,542.56*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	9.26	412952	
			9.26*
AUDITOR'S OFFICE			
OFFICE DEPOT	7.99	412883	
FRAN M. LEE	435.00	412932	
UNITED STATES POSTAL SERVICE	88.54	412952	
LANELL FONTENOT	11.96	412966	
HARRY SCHOPPE	14.95	412979	
			558.44*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	108.90	412870	
TAC - TEXAS ASSN. OF COUNTIES	390.00	412909	
TEXAS PUBLIC HEALTH ASSOCIATION	675.00	412917	
UNITED STATES POSTAL SERVICE	254.24	412952	
UNITED STATES POSTAL SERVICE	39.60	412953	
			1,467.74*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	200.00	412844	
ANITA F. PROVO	500.00	412891	
UNITED STATES POSTAL SERVICE	122.05	412952	
FRANCES BLAIR BETHEA	500.00	413033	
ALLEN PARKER	500.00	413034	
JARED GILTHORPE	500.00	413085	
			2,322.05*
RISK MANAGEMENT			
OFFICE DEPOT	77.56	412883	
UNITED STATES POSTAL SERVICE	16.64	412952	
			94.20*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	213.54	412952	
LEXISNEXIS- ACCURINT	120.00	413030	
			333.54*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	15,041.35	412884	
CIT TECHNOLOGY FINANCING SERVICE	499.00	413014	
COASTAL BUSINESS SUPPLIES INC	2,915.99	413021	
			18,456.34*
PURCHASING DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	66.41	412883	
UNITED STATES POSTAL SERVICE	21.13	412952	
			87.54*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	95.00	412864	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	412912	
INTERFACE EAP	1,709.40	412935	
VERIZON WIRELESS	303.92	412948	
HEARTFIELD'S FINE JEWELRY	12.00	412987	
LEXISNEXIS- ACCURINT	244.00	413030	
SEPS INC	3,615.85	413050	
THE ARC OF GREATER BEAUMONT	5,000.00	413061	
SPOK INC	3.00	413088	
TEXAS DEPARTMENT OF AGRICULTURE	24,000.00	413118	
			37,683.17*
DATA PROCESSING			
GUARDIAN FORCE	36.00	412804	
OLMSTED-KIRK PAPER	876.18	412884	
CDW COMPUTER CENTERS, INC.	761.22	412943	
SHI GOVERNMENT SOLUTIONS, INC.	363.00	412956	
LINOMA SOFTWARE	1,180.00	413001	
LEXISNEXIS- ACCURINT	240.00	413030	
SPOK INC	12.06	413088	
			3,468.46*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	143.12	412952	
			143.12*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	13.00	412952	
			13.00*
DISTRICT ATTORNEY			
COTTON CARGO	559.50	412831	
TDCAA BOOK ORDERS	209.00	412910	
UNITED STATES POSTAL SERVICE	453.16	412952	
UNITED STATES POSTAL SERVICE	2.12	412953	
TEXAS ASSOC. OF POLYGRAPH EXAMINERS	250.00	412968	
RECALL TOTAL INFORMATION MANAGEMENT	3,778.06	412974	
TASER INTERNATIONAL	93.16	412982	
MCM ELEGANTE HOTEL	97.75	412989	
LUKE NICHOLS	460.50	412998	
RACHEL GROVE	460.50	413020	
LEXISNEXIS- ACCURINT	480.00	413030	
BRITTANIE HOLMES	460.50	413057	
IBERON LLC	1,200.00	413108	
GARY REAVES	579.03	413111	
			9,083.28*
DISTRICT CLERK			
TAC - TEXAS ASSN. OF COUNTIES	540.00	412908	
UNITED STATES POSTAL SERVICE	388.04	412952	
			928.04*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,166.50	412817	
DONALD W. DUESLER & ASSOC.	8,333.00	412833	
LEAH HAYES	1,188.25	412851	
RIFE KIMLER, LAW OFFICE OF	1,500.00	412868	
MARSHA NORMAND	8,333.00	412881	
BRUCE N. SMITH	800.00	412899	
UNITED STATES POSTAL SERVICE	.90	412952	
C. HADEN CRIBBS JR., PC	9,912.88	413049	
STEVEN GREENE	823.83	413075	
			35,058.36*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	412900	
			29.95*
60TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.49	412952	
			.49*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.42	412952	
			.42*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	13.47	412952	
			13.47*
252ND DISTRICT COURT			
DAVID W BARLOW	4,166.50	412817	
RIFE KIMLER, LAW OFFICE OF	600.00	412868	
MIKE VAN ZANDT	8,333.00	412923	
BRACK JONES JR.	969.87	412937	
KEVIN S. LAINE	900.00	412938	
UNITED STATES POSTAL SERVICE	339.44	412952	
RYAN GERTZ	2,437.50	413032	
ALLEN PARKER	4,167.00	413035	
			21,913.31*
279TH DISTRICT COURT			
JACK LAWRENCE	350.00	412808	
PHILLIP DOWDEN	1,050.00	412811	
LAIRON DOWDEN, JR.	700.00	412832	
TERRENCE HOLMES	75.00	412855	
OFFICE DEPOT	12.06	412883	
ANITA F. PROVO	525.00	412891	
KEVIN PAULA SEKALY PC	1,050.00	412896	
BRACK JONES JR.	650.00	412937	
UNITED STATES POSTAL SERVICE	.42	412952	
KIMBERLY PHELAN, P.C.	225.00	412993	
TONYA CONNELL TOUPS	75.00	413011	
JONATHAN L. STOVALL	150.00	413045	
WILLIAM FORD DISHMAN	75.00	413076	
MATUSKA LAW FIRM	150.00	413080	
TARA SHELANDER	150.00	413083	
JOHN WOOLDRIDGE	112.70	413092	
MELANIE AIREY	225.00	413095	
LAW OFFICE OF J SCOTT FREDERICK	150.00	413096	
GORDON D FRIESZ	75.00	413105	
			5,776.06*
317TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,024.22	412864	
			1,024.22*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	45.34	412952	
LEXISNEXIS- ACCURINT	120.00	413030	
			165.34*
JUSTICE COURT-PCT 1 PL 2			
TEXAS STATE UNIVERSITY SAN MARS	150.00	412902	
UNITED STATES POSTAL SERVICE	1.64	412952	
LEXISNEXIS- ACCURINT	120.00	413030	
			271.64*
JUSTICE COURT-PCT 2			
TEXAS STATE UNIVERSITY SAN MARS	150.00	412901	
LEXISNEXIS MATTHEW BENDER	51.44	412963	
LEXISNEXIS- ACCURINT	120.00	413030	
			321.44*
JUSTICE COURT-PCT 4			
LEXISNEXIS- ACCURINT	120.00	413030	
			120.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	75.19	412952	
LEXISNEXIS- ACCURINT	120.00	413030	
			195.19*
JUSTICE COURT-PCT 7			

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS MATTHEW BENDER	68.08	412963	
LEXISNEXIS- ACCURINT	120.00	413030	
			188.08*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	697.86	412883	
UNITED STATES POSTAL SERVICE	96.16	412953	
LEXISNEXIS- ACCURINT	120.00	413030	
THOMSON REUTERS-WEST	240.00	413070	
			1,154.02*
COUNTY COURT AT LAW NO.1			
SIERRA SPRING WATER CO. - BT	49.28	412955	
			49.28*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	250.00	412806	
CASH ADVANCE ACCOUNT	587.28	412864	
RIFE KIMLER, LAW OFFICE OF	300.00	412868	
KIRKSEY'S SPRINT PRINTING	25.95	412870	
MARVA PROVO	500.00	412890	
UNITED STATES POSTAL SERVICE	24.13	412952	
LEXISNEXIS- ACCURINT	60.00	413030	
ANITA U SEPEDA	200.00	413041	
JEFFERSON COUNTY CREDIT CARDS	60.00	413042	
SAMUEL & SON LAW FIRM PLLC	1,100.00	413090	
			3,107.36*
COUNTY COURT AT LAW NO. 3			
OFFICE DEPOT	228.90	412883	
KARLA J. M. ROGERS	250.00	412893	
UNITED STATES POSTAL SERVICE	16.36	412952	
LEXISNEXIS- ACCURINT	60.00	413030	
			555.26*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.57	412952	
			2.57*
MEDIATION CENTER			
MARKET BASKET	458.37	412875	
OFFICE DEPOT	55.18	412883	
SOUTHEAST TEXAS WATER	29.80	412900	
TRI-CITY COFFEE SERVICE	57.70	412922	
UNITED STATES POSTAL SERVICE	4.58	412952	
4IMPRINT, INC.	3,789.65	412958	
ASSN. FOR CONFLICT RESOLUTION	195.00	412959	
KARA HAWTHORN	1,196.38	413046	
TAMMY BOOKER	4.60	413060	
			5,791.26*
SHERIFF'S DEPARTMENT			
BEAUMONT ENTERPRISE	276.64	412836	
ENTERGY	1,080.63	412847	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,701.00	412857	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,162.00	412858	
KAY ELECTRONICS, INC.	667.50	412867	
OFFICE DEPOT	105.51	412883	
SABINE NECHES CHIEFS ASSOCIATION	250.00	412894	
SHERWIN-WILLIAMS	64.12	412898	
AT&T	63.74	412904	
MOTOROLA SOLUTIONS INC	3,600.00	412940	
UNITED STATES POSTAL SERVICE	1,455.86	412952	
CHILD ABUSE & FORENSIC SERVICES	860.00	412961	
FIVE STAR FEED	735.96	412973	
CODE BLUE	245.00	412980	
INTERSTATE ALL BATTERY CENTER - BMT	2,999.35	413025	
STEVEN HANNA	150.00	413064	
NTOA	150.00	413077	
A-1 MAIDA FENCE COMPANY	190.00	413098	
HUEY P ABSHIRE	75.00	413116	
			16,832.31*
CRIME LABORATORY			

NAME	AMOUNT	CHECK NO.	TOTAL
SIGMA-ALDRICH, INC.	137.29	412800	
FED EX	114.37	412839	
FISHER SCIENTIFIC	595.98	412840	
OFFICE DEPOT	54.12	412883	
VERIZON WIRELESS	303.92	412948	
EFFECTIVE ENVIRONMENTAL	5,450.66	412988	
CAYMAN CHEMICAL COMPANY	848.00	413036	
RDB SERVICES	500.00	413048	
JULIE HANNON	18.00	413071	
BRANDY HENLEY	18.00	413084	
			8,040.34*
JAIL - NO. 2			
AAA LOCK & SAFE	75.00	412798	
CITY OF BEAUMONT - WATER DEPT.	16.00	412822	
W.W. GRAINGER, INC.	468.17	412846	
ENTERGY	45,294.68	412847	
HERTZ EQUIPMENT RENTAL	755.99	412853	
M&D SUPPLY	389.45	412873	
MOORE SUPPLY, INC.	3,229.87	412878	
PETTY CASH - SHERIFF'S OFFICE	366.00	412886	
SANITARY SUPPLY, INC.	231.66	412895	
SOUTHWEST STAINLESS	156.00	412903	
WILLBANKS & ASSOCIATES	237.89	412930	
LOWE'S HOME CENTERS, INC.	309.17	412962	
LEXISNEXIS MATTHEW BENDER	220.85	412963	
BAKER DISTRIBUTING COMPANY	37.10	412976	
CODE BLUE	110.00	412980	
INTERCONTINENTAL JET CORP	5,000.00	412984	
WORLD FUEL SERVICES	485.40	413029	
FIVE STAR CORRECTIONAL SERVICE	17,055.66	413038	
CONSTELLATION NEWENERGY - GAS DIVIS	2,443.53	413066	
KROPP HOLDINGS INC	122.78	413072	
ONSITE AVIONICS LLC	170.00	413086	
LONE STAR UNIFORMS	2,961.10	413107	
			80,136.30*
JUVENILE PROBATION DEPT.			
G. FRAN HUDGINS	964.00	412856	
ELAINE MADOLE	139.15	412874	
LARONDA TURNER	57.50	412885	
CHERYL TARVER	115.00	412933	
UNITED STATES POSTAL SERVICE	31.31	412952	
SHANNA CITIZEN	178.83	412965	
LATASHA DILL	129.38	412992	
LYNN BIERHALTER	121.33	412996	
SHARON STREETMAN	34.50	412997	
RASHUNDA FLETCHER	118.45	413016	
BRIA LYNCH	16.91	413017	
CLINTON DEROUEN	17.25	413051	
DURWARD MINOR	152.95	413073	
JOSH CUYOS	238.63	413081	
SPOK INC	48.24	413088	
TANISHA GRIFFIN	367.43	413093	
MONDAI RUBIN	18.40	413099	
CLINEECIA TROTTY	158.13	413106	
KAREN RIGGS	147.78	413109	
			3,055.17*
JUVENILE DETENTION HOME			
AAA LOCK & SAFE	116.90	412798	
FRANK'S MEDICAL MART	278.60	412842	
ENTERGY	8,019.26	412847	
CASH ADVANCE ACCOUNT	1,343.40	412864	
SANITARY SUPPLY, INC.	23.70	412895	
AT&T	685.42	412904	
WARREN EQUIPMENT CO.	2,350.00	412926	
MCKESSON MEDICAL-SURGICAL INC	591.18	412944	
CHARMTEX INC.	707.74	412975	
KAREN ROBERTS	500.00	413022	
EXCEL MEDICAL WASTE LLC	39.90	413103	
			14,656.10*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	12.46	412952	
LEXISNEXIS MATTHEW BENDER	69.08	412963	
LEXISNEXIS- ACCURINT	120.00	413030	
LONESTAR INDOOR GUN RANGE	70.00	413031	
JEFFERSON COUNTY CREDIT CARDS	128.07	413042	
			399.61*
CONSTABLE-PCT 2			
COTTON CARGO	172.50	412831	
LEXISNEXIS- ACCURINT	120.00	413030	
			292.50*
CONSTABLE-PCT 4			
OFFICE DEPOT	54.99	412883	
LEXISNEXIS MATTHEW BENDER	90.98	412963	
			145.97*
CONSTABLE-PCT 6			
GT DISTRIBUTORS, INC.	122.75	412843	
UNITED STATES POSTAL SERVICE	6.92	412952	
LEXISNEXIS- ACCURINT	120.00	413030	
JEFFERSON COUNTY CREDIT CARDS	128.07	413042	
			377.74*
CONSTABLE PCT. 7			
COCOMO JOE'S	60.00	412827	
LEXISNEXIS- ACCURINT	120.00	413030	
			180.00*
CONSTABLE PCT. 8			
LEXISNEXIS MATTHEW BENDER	51.44	412963	
CODE BLUE	481.00	412980	
LEXISNEXIS- ACCURINT	120.00	413030	
			652.44*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	8,583.33	412816	
FMMS HOLDINGS OF TEXAS LLC	41,250.00	413052	
			49,833.33*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	268.18	412883	
LOWE'S HOME CENTERS, INC.	94.98	412962	
AMERICAN DIABETES ASSOC.	392.56	412978	
M J EBELING	56.35	413063	
			812.07*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	6,498.00	412824	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	412828	
ENTERGY	70.00	412850	
AUSTIN CECIL WALKES MD PA	2,932.58	412925	
UNITED STATES POSTAL SERVICE	63.39	412952	
RACHEL DRAGULSKI	108.68	412964	
CENTERPOINT ENERGY RESOURCES CORP	25.30	412985	
CONNIE M ROBERTS	66.53	413005	
LEXISNEXIS- ACCURINT	120.00	413030	
BONNIE SWAIN	27.60	413040	
SPOK INC	22.85	413088	
			11,434.93*
HEALTH AND WELFARE NO. 2			
OFFICE DEPOT	103.92	412883	
PETTY CASH - N C WELFARE	107.25	412887	
AUSTIN CECIL WALKES MD PA	2,932.58	412925	
UNITED STATES POSTAL SERVICE	259.58	412953	
LEXISNEXIS- ACCURINT	120.00	413030	
SPOK INC	7.70	413088	
			3,531.03*
NURSE PRACTITIONER			
SIERRA SPRING WATER CO. - BT	13.33	412954	
EXCEL MEDICAL WASTE LLC	39.90	413103	
			53.23*
ENVIRONMENTAL CONTROL			

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS ENVIRONMENTAL HEALTH ASSN.	30.00	412916	
			30.00*
INDIGENT MEDICAL SERVICES			
GUARDIAN FORCE	90.00	412804	
			90.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	120.00	412949	
			120.00*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	33.50	412798	
LOUIS AND COMPANY	199.97	412805	
BUILDING SPECIALTIES	488.32	412820	
CONSOLIDATED ELECTRICAL DIST, INC.	7,245.00	412830	
ECOLAB	209.95	412834	
GOLD CREST ELECTRIC CO., INC.	5,931.50	412845	
W.W. GRAINGER, INC.	432.68	412846	
SANITARY SUPPLY, INC.	778.45	412895	
ACE IMAGEWEAR	193.33	412897	
AT&T	1,001.81	412904	
WHOLESALE ELECTRIC SUPPLY CO.	126.50	412929	
WORTH HYDROCHEM	250.00	412931	
UNITED COMMUNICATIONS, INC.	392.00	412945	
TEXAS GAS SERVICE	265.67	412969	
CUSTOM FLOORING - VIDOR	100.00	413003	
SHERWIN-WILLIAMS	243.04	413024	
BUNA ELECTRIC MOTOR SERVICE INC	2,371.00	413112	
			20,262.72*
MAINTENANCE-PORT ARTHUR			
COBURN'S, BEAUMONT BOWIE (1)	217.05	412826	
LOWE'S HOME CENTERS, INC.	160.55	412962	
PARKER LUMBER	191.65	413039	
SAM'S CLUB DIRECT	319.52	413055	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	1,463.74	413097	
			2,352.51*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	25.54	412823	
ALL-PHASE ELECTRIC SUPPLY	507.00	412829	
ENTERGY	2,670.96	412847	
M&D SUPPLY	13.38	412873	
RITTER @ HOME	28.97	412892	
SANITARY SUPPLY, INC.	237.75	412895	
AT&T	690.13	412904	
TRANSIT & LEVEL CLINIC	69.00	412918	
W. JEFFERSON COUNTY M.W.D.	73.98	412927	
LOWE'S HOME CENTERS, INC.	635.94	412962	
HIGHTECH SIGNS	150.00	413006	
INTERSTATE ALL BATTERY CENTER - BMT	299.94	413025	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	5.90	413097	
			5,408.49*
SERVICE CENTER			
ACTION AUTO GLASS	213.80	412807	
KINSEL FORD, INC.	668.88	412869	
M&D SUPPLY	127.95	412873	
MUNRO'S	39.45	412879	
PHILPOTT MOTORS, INC.	18.02	412888	
SANITARY SUPPLY, INC.	147.92	412895	
TRI-CON, INC.	14,234.17	412921	
VIN'S PAINT & BODY, INC.	4,891.94	412939	
JEFFERSON CTY. TAX OFFICE	7.50	412947	
BUMPER TO BUMPER	288.26	412981	
AMERICAN TIRE DISTRIBUTORS	187.20	413018	
CHASE ELECTRONICS	100.00	413047	
CARR'S UNLOCKING COMPANY	200.00	413100	
			21,125.09*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	17.01	412952	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	4.99	412953	
HILARY GUEST	247.88	412967	
			269.88*
			3,427,382.12**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	888.06	412802	
ADAPCO, INC.	113,029.89	412803	
GREYHOUND PACKAGE EXPRESS	37.45	412809	
ENTERGY	712.24	412847	
JACK BROOKS REGIONAL AIRPORT	1,160.85	412863	
MUNRO'S	59.25	412879	
AT&T	30.55	412904	
TEXAS DEPT OF AGRICULTURE	12.00	412913	
FASTENAL	434.87	412942	
			116,365.16**
LATERAL ROADS -PRECINCT 1			
MARTIN PRODUCT SALES LLC	18,539.23	413002	
			18,539.23**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	412960	
JUDY PAASCH	100.00	412983	
PATRICIA VELASCO	560.00	413114	
			692.95**
SECURITY FEE FUND			
CODE BLUE	140.00	412980	
			140.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	1,515.00	413070	
			1,515.00**
EMPG GRANT			
GREGORY F. FOUNTAIN	128.00	412841	
VERIZON WIRELESS	210.50	412949	
			338.50**
JUVENILE TJPC-A-2014-123			
SPOK INC	19.76	413088	
			19.76**
279 JUVENILE DRUG COURT			
IEA - INSPIRE, ENCOURAGE, ACHIEVE	13,970.58	412950	
			13,970.58**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	1,758.03	412859	
JERRY JOHNSON	18.00	412866	
DONNA KOUNTZ	18.00	412871	
OLMSTED-KIRK PAPER	607.00	412884	
TEXAS DEPT OF STATE HEALTH SERVICES	15.00	412915	
UNITED STATES POSTAL SERVICE	86.52	412952	
UNITED STATES POSTAL SERVICE	187.38	412953	
LEXISNEXIS- ACCURINT	120.00	413030	
JCCSC	843.00	413044	
HIGGINBOTHAM INSURANCE AGENCY INC	581.00	413094	
			4,233.93**
JEFF. CO. WOMEN'S CENTER			
M&D SUPPLY	115.66	412873	
KIM MCKINNEY, LPC, LMFT	225.00	412876	
SYSCO FOOD SERVICES, INC.	3,536.47	412907	
TIME WARNER COMMUNICATIONS	31.74	412911	
MELODY C ANTOON RN	1,100.00	413004	
MATERA PAPER COMPANY INC	350.33	413069	
SPOK INC	16.41	413088	
JODIE JACKSON	66.00	413110	
			5,441.61**
MENTALLY IMPAIRED OFFEND.			

NAME	AMOUNT	CHECK NO.	TOTAL
TRAZARRA STELLY	92.00	413012	
			92.00**
LAW OFFICER TRAINING GRT			
BEAUMONT TROPHIES	128.50	412819	
			128.50**
COUNTY CLERK - RECORD MGT			
AT&T	111.86	412904	
			111.86**
COUNTY CLK RECORDS ARCHIV			
MANATRON	2,301.98	413009	
			2,301.98**
COUNTY RECORDS MANAGEMENT			
JEFFERSON COUNTY CREDIT CARDS	366.00	413042	
			366.00**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	99.03	412822	
ELLIS POTTERY	159.41	412835	
JOHNSEN'S WHOLESALE FLORIST, INC.	313.90	412865	
AT&T	175.88	412904	
SUTHERLAND LUMBER CO.	305.96	412906	
JESSIE DAVIS	44.85	413013	
ATTABOY TERMITE & PEST CONTROL	55.00	413026	
B&G POPCORN INC	260.54	413056	
ZIA BERTRAND	50.03	413091	
K GUY DESIGNS	650.00	413104	
HOOPLA ADVERTISING	1,350.00	413115	
			3,464.60**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	2,817.50	413053	
			2,817.50**
CAPITAL PROJECTS FUND			
THE HEARTFIELD LAW FIRM	1,875.00	413043	
			1,875.00**
AIRPORT FUND			
THE EXAMINER	200.00	412837	
FED EX	86.91	412839	
W.W. GRAINGER, INC.	117.24	412846	
ENTERGY	15,431.89	412849	
OFFICE DEPOT	332.01	412883	
OLMSTED-KIRK PAPER	30.13	412884	
TRI-CON, INC.	680.99	412921	
E. SULLIVAN ADVERTISING & DESIGN	13,376.47	412946	
UNITED STATES POSTAL SERVICE	5.27	412952	
LOWE'S HOME CENTERS, INC.	361.84	412962	
DISH NETWORK	90.62	413007	
PAX SUPPLY	9.32	413010	
INTERSTATE ALL BATTERY CENTER - BMT	111.95	413025	
UNIFIRST HOLDINGS INC	111.70	413027	
PARKER LUMBER	1,663.30	413039	
TRAVIS BROTHERS BUILDING AUTOMATION	745.67	413054	
CRAWFORD ELECTRIC SUPPLY COMPANY	251.55	413062	
ADVANCE AUTO PARTS	166.53	413065	
RELADYNE	1,670.03	413074	
EASTERN AVIATION FUELS INC	55,646.58	413089	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	77.00	413097	
GALLS LLC	260.00	413101	
			91,273.00**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	22,166.25	413037	
			22,166.25**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	7,591.32	412990	
STANDARD INSURANCE COMPANY	12,698.68	412991	

NAME	AMOUNT	CHECK NO.	TOTAL
RELIANCE STANDARD LIFE INSURANCE	6,004.83	412995	
CHLIC-CHICAGO	63,567.10	413028	
			89,861.93**
LIABILITY CLAIMS ACCOUNT			
MEHAFFY & WEBER	8,975.46	412877	
			8,975.46**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	11,260.40	412986	
			11,260.40**
SHERIFF'S FORFEITURE FUND			
AVIALL	435.28	412815	
JERRY HINSON	3,600.00	412854	
AIRSURE LIMITED LLC	22,720.00	413000	
			26,755.28**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	12,026.00	412770	
CLEAT	324.00	412771	
JEFFERSON CTY. TREASURER	17,900.20	412772	
RON STADTMUELLER - CHAPTER 13	1,465.00	412773	
INTERNAL REVENUE SERVICE	300.00	412774	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,160.00	412775	
JEFFERSON CTY. COMMUNITY SUP.	11,135.33	412776	
JEFFERSON CTY. TREASURER - HEALTH	427,925.25	412777	
JEFFERSON CTY. TREASURER - GENERAL	10.00	412778	
JEFFERSON CTY. TREASURER - PAYROLL	1,615,404.22	412779	
JEFFERSON CTY. TREASURER - PAYROLL	635,336.42	412780	
MONY/MLOA	198.74	412781	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,021.77	412782	
UNITED WAY OF BEAUMONT& N JEFFERSON	54.77	412783	
JEFFERSON CTY. TREASURER - TCDRS	613,574.72	412784	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,906.65	412785	
JEFFERSON COUNTY TREASURER	2,665.54	412786	
JEFFERSON COUNTY - TREASURER -	5,932.28	412787	
NECHES FEDERAL CREDIT UNION	61,952.34	412788	
JEFFERSON COUNTY - NATIONWIDE	54,381.86	412789	
TENNESSEE CHILD SUPPORT	115.38	412790	
SBA - U S DEPARTMENT OF TREASURY	168.49	412791	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	412792	
ECMC	232.04	412793	
WILLIAM E HEITKAMP	720.72	412794	
JOHN TALTON	2,367.69	412795	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	412796	
COLLEGE ASIST	208.17	412797	
			3,474,654.66**
GUARDIANSHIP FEE			
JUSTIN G SANDERSON	200.00	413067	
			200.00**
MARINE DIVISION			
LOUIS' YAZOO SALES & SERVICE, LLC	48.75	412872	
TEXAS DEPT OF LICENSING &	20.00	412914	
OTIS ELEVATOR COMPANY	2,510.64	412977	
BUMPER TO BUMPER	223.15	412981	
AIRSURE LIMITED LLC	22,720.00	413000	
LONG'S TRAILER REPAIR	187.44	413008	
SNAP-ON-TOOLS	537.70	413015	
C & I OIL COMPANY INC	13,654.78	413019	
OVERTON'S SUPPLY	900.56	413023	
			40,803.02**
ASAP - CONSTABLE PCT 8			
LEXISNEXIS MATTHEW BENDER	90.98	412963	
CODE BLUE	226.00	412980	
			316.98**
			7,492,738.95***

AGENDA **October 12, 2015**

Consider and possibly approve an Order Regarding the Disposition of the Body of Deceased Paupers.

STATE OF TEXAS §

COUNTY OF JEFFERSON §

ORDER REGARDING DISPOSITION OF THE BODY OF DECEASED PAUPERS

WHEREAS, the Commissioners Court of Jefferson County, Texas, convened in a regular meeting on the _____ day of _____, 2015, in the Commissioners Court with proper notice given and a quorum of the Court present; and

WHEREAS, the matter of adopting a policy regarding disposition of the body of deceased paupers came before the Court; and

WHEREAS, the Court desires to adhere to the guidelines set out in the Texas Health and Safety Code, § 694.002, § 711.002, § 691.023, §691.024 and other applicable statutes to provide for disposition of remains of indigent persons in Jefferson County, Texas

NOW THEREFORE, on a motion made by _____, seconded by _____ and adopted by the vote indicated below, the Commissioners Court of Jefferson County, Texas, does hereby adopt the following policy to be effective from this date forward:

(a) Jefferson County ("the County") shall accept no responsibility, financial or otherwise, for the disposition of a decedent's remains if there is found to exist any surviving relative or other person listed in § 711.002 or § 691.024 of the Texas Health and Safety Code;
(b) In the event no person listed in § 711.002 or § 691.024 is found to exist, the County shall offer the decedent's remains to the Anatomical Board of the State of Texas ("the Board") to be used for the advancement of medical science;
(c) If the Board declines acceptance of the remains, the County will pay reasonable costs for the disposition of the remains by cremation;
(d) This Order supersedes any and all other prior Court Orders regarding indigent burials or disposition of the body of deceased paupers.

ADOPTED by the Commissioners Court of Jefferson County, Texas, on the _____ day of _____, 2015.

Signed this _____ day of _____, 2015

_____
Jeff R. Branick
County Judge

_____
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____
COMMISSIONER MICHAEL S.SINEGAL
Precinct No. 3

_____
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

_____
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

ATTEST:

_____
Carolyn Guidry, County Clerk

IN THE MATTER OF

_____
DECEASED

JEFFERSON COUNTY, TEXAS

AFFIDAVIT OF INABILITY

THE STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared

_____, who being by me duly sworn, stated:

"I am the _____ of the deceased. I have personal knowledge

that the deceased is unable to pay for the final expenses. I further state that, based upon my personal knowledge at this time, the deceased:

1) owned no real estate, stocks, bonds or other property which might be disposed of to pay these final expenses; and

1) deceased has no burial or life insurance policy and there is no other responsible party who is willing or able to pay for these expenses."

I further understand and agree as consideration for the county undertaking the burial expense that if assets or funds belonging to the estate of the deceased are ever discovered then I hereby grant Jefferson County the legal right to recover all expenses incurred in providing services for the deceased herein. If such funds or assets are discovered, I understand that I am legally obligated to make full restitution for the costs hereby paid by Jefferson County Public Health Department (Jefferson County).

I further understand that making any false statement in this affidavit is a criminal offense and may subject me to criminal prosecution.

_____
Signature of Applicant

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of

_____, 201__.

_____
NOTARY PUBLIC, STATE OF TEXAS

JEFFERSON COUNTY POLICIES FOR THE DISPOSITION OF DECEASED PAUPERS

I. INTRODUCTION /STATUTORY AUTHORITY

1.1 The adoption of this policy is pursuant to TEX. HEALTH & SAFETY CODE ANN. § 694.002 (a) and (b), as amended:

(a) The Commissioners court of each county shall provide for the disposition of the body of a deceased pauper. The Commissioners court may adopt rules to implement this section.

(b) The Commissioners court shall consider any information, including the religious affiliation of the deceased pauper, provided by a person listed in Section 711.002(a).

1.2 Persons listed under TEX. HEALTH & SAFETY CODE ANN. § 711.002(a) are:

1. The person designated in a written instrument signed by the decedent;
2. The decedent's surviving spouse;
3. Any one of the decedent's surviving adult children;
4. Either one of the decedent's surviving parents;
5. Any one of the decedent's surviving adult siblings; or
6. Any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.

2. DEFINITIONS

2.1 In this policy:

(a) "Jefferson County Public Health Department Case Worker" means a case manager employed Jefferson County Public Health Department, Social Services Division, to help eligible families i disposition assistance.

(b) "County" means Jefferson County, Texas.

(c) "Common Law Marriage" means a couple who documented their marriage status by registering their common law marriage at the County Clerk's office or produces a judicial decree designating same.

(d) "Cremated remains" means the bone fragments remaining after the cremation process, which may include the residue of any foreign materials that were cremated with the human remains.

"Cremation" means the irreversible process of reducing human remains to bone fragments through extreme heat and evaporation, which may include the residue of any foreign materials that were cremated with the human remains.

(a) "Department" means the Jefferson County Public Health Department.

(b) "Department Director" means the Director of the Jefferson Public Health Department or his designee.

(c) "Disposition" includes, but is not limited to, any and all services including transportation, preparation, sheltering, cremation and/or traditional disposition, and placement of cremated or whole remains of deceased paupers in their final resting place.

(d) "Division" means the Social Services Division within the Jefferson County Public Health Department

(e) "Family Member" means a person listed in TEX, HEALTH & SAFETY CODE ANN. § 711.002(a), as amended.

(f) "Funeral Vendor" means a funeral home that has contracted with the County for the disposition of paupers under this policy.

(g) "Interment" means the disposition of remains by entombment or burial, including cremated remains.

(h) "Preparation" includes, but is not limited to, any process involved in the embalming, casketing, dressing of a deceased pauper, etc. in order to complete disposition of the deceased pauper.

(i) "Resources" include cash, bank account, real property, automobiles, job income, insurance proceeds payable to the decedent's estate, and other possessions, assets, or death benefits. The term includes a legal claim that is pending or may be asserted in litigation on behalf of the decedent's estate or of a parent if the decedent is a minor, or of a legal guardian of the decedent.

(j) "Storage" refers to the sheltering of the remains of deceased paupers by the Funeral Vendor during the time involved in preparation and completion of disposition.

(k) "Traditional Disposition" refers to orderly arrangements for the preparation and burial of a whole body as opposed to cremation.

3. ELIGIBILITY REQUIREMENTS

3.1 A person whose death occurs in this County may be certified as a pauper eligible for disposition by the County under this policy if the Department Director determines, after reasonable investigation that:

(a) The estate of the decedent does not have adequate resources that may be used to pay for the disposition;

(b) A parent of a minor decedent does not have adequate resources that may be used to pay for disposition;

(c) No legal guardian or other person or entity with a legal duty to pay for decedent's disposition has adequate resources to pay for disposition; and

(d) No other person or entity has agreed in writing to pay for disposition.

4. INVESTIGATION OF RESOURCES/REFERRAL

4.1 A referral to the Department for a determination of pauper status must come from a facility located within the County, which has possession of the remains, such as a hospital, nursing home, or the Jefferson County Institute of Forensic Sciences, or from a family member of the decedent.

4.2 Upon accepting a referral to the Department for determination of pauper status, the Jefferson County Public Health Department Case Worker will investigate the resources available to the decedent's estate or to the parents of a minor decedent and document such actions. However, if the Jefferson County Morgue has contacted the decedent's family members and the family members have refused to accept responsibility for disposition of the decedent, the Department may, at its discretion, accept the findings relating to such refusal to accept responsibility.

4.3 The investigation of resources may include determining if the decedent's estate is eligible for disposition benefits from the following resources:

(a) Veterans Affairs;
(b) Red Cross, for spouses and dependents of current members of the armed forces;
(c)U. S. Government, for military personnel;
(d) Private insurance companies if benefits are payable to the decedent's estate;
(e) Private trusts; and
(f) Crime Victim's Compensation Fund for victims of violent crimes;
(g) Bank accounts of accounts of any financial institution in the name of decedent.

4.4 The investigation of resources must include attempting to contact family members, whose identity and whereabouts are known, and waiting a minimum of three business days from the time after a referral is received for family members to respond to the County's attempts to contact them.

4.5 A request to the Department for determination of pauper status should be made within 48 hours of death of the decedent except for requests from the Jefferson County Morgue. If the request comes from a facility located in the County or from a family member more than forty-eight (48) hours after the death of the decedent or if the request comes at any time from a funeral home that has possession of the body, the facility, family member, or the funeral home must additionally meet the following requirements, that it:

(a) Has conferred with the family members about available resources, if there are any family members;
(b) Reports the results of its investigation of available resources to the Department;
(c) Represents to the Department that after its investigation, it has not located sufficient available resources to pay the cost of disposition; and
(d) Has obtained written authorization from the Department Director, or his designee, that the decedent's remains may be authorized for pick up by the County's funeral vendor.

5. DETERMINATION OF ELIGIBILITY/PROCEDURE

5.1 Upon referral by a medical facility or the Jefferson County Morgue, the Department shall contact at least one family member whose identity and whereabouts are known to request information that may be necessary for the Department to determine eligibility. The Department may use any information obtained from a hospital, nursing home or the Jefferson County Morgue or any credible person in making a determination of eligibility. If the Jefferson County Morgue has contacted the decedent's family members and the family members have refused to accept responsibility for disposition of the decedent, the Department may, at its discretion, accept the findings of the Jefferson County Morgue relating to such refusal to accept responsibility for disposition of the decedent without making independent inquiries. ANY PERSON REQUESTING SERVICES HEREIN MUST VERIFY THAT THEY HAVE CONTACTED A FUNERAL DIRECTOR TO ATTEMPT TO ARRANGE SERVICES PRIOR TO MAKING APPLICATION FOR SERVICES BY THE COUNTY UNDER THIS POLICY.

5.1 If the decedent's remains are not in the possession of a funeral home and the identities and whereabouts of family members are unknown, the Department shall perform an investigation of available resources, including investigation of possible benefits from the sources listed in Section 4.3.

5.2 The Department shall review the information submitted to it and conduct its own investigation to determine if the decedent is eligible for bereavement services as a pauper under this policy.

5.3 If the decedent's estate has a claim against a party, whether or not litigation is pending or anticipated, the Department Director may treat the claim as a resource and deny eligibility.

5.4 The Department will utilize guidelines, established by the Jefferson County Commissioners' Court, as the guide in determining program eligibility.

5.5 In the event a decedent and next of kin lived in the same house (possibly with both names on the deed) and the household income meets the income guidelines for assistance, then the decedent will not be disqualified for services due to the existence of the asset of a house.

5.6 If a common law spouse makes a claim to be the next of kin, then that person must produce either a certified document proving registration with the County Clerk's office or a judicial decree proving the common law status. Without either a certified copy of the registration or a judicial decree, then the common law status will not be recognized for purposes of establishing next of kin.

6. FUNERAL VENDOR

6.1 The County will contract with a funeral vendor to provide for the storage, preparation and disposition of deceased paupers, employing the assistance of the Jefferson County Purchasing Agent and his office.

6.2 The Department shall provide in its contract with the funeral vendor that the funeral vendor may not look to a pauper's estate or family members for disposition expenses or services in excess of those provided to the funeral vendor by the County under the terms of its contract.

6.3 The Department shall provide in its contract with the funeral vendor that whenever a cremation is to take place it is the responsibility of the funeral vendor to make sure all necessary authorizations and permits are in place prior to the cremation.

7. CREMATION

7.1 The Department may in its discretion cremate any identified decedent, pursuant to TEX. HEALTH & SAFETY CODE ANN. § 694.002, as amended, with due consideration of the religious affiliation of the decedent and the preferences expressed by next of kin.

7.2 Pursuant to TEX. HEALTH & SAFETY CODE ANN. § 694.002, as amended, all eligible pauper decedents will be cremated unless:

(a) The identity of the decedent is unknown as required in TEX. HEALTH & SAFETY CODE ANN. § 716.101.

(b) The decedent is a Veteran of the United States Armed Forces and eligible for a traditional disposition at V.A. Cemetery, Houston, Texas.

(c) Next of Kin as defined in the TEX. HEALTH & SAFETY CODE ANN. §711.002(a), request a traditional disposition

(d) In the event of extraneous circumstances, the Department Director may, at his discretion determine that a traditional disposition is appropriate for an individual decedent. IT WILL BE THE POLICY OF JEFFERSON COUNTY THAT DISPOSITIIONS OF REMAINS WILL BE BY CREMATION UNLESS THERE IS AN OBJECTION TO SAME BY A FAMILY MEMBER OR THE PAUPER IS UNIDENTIFIED.

7.3 If after attempting, with reasonable diligence, to contact the identified decedent's next of kin, the identities and whereabouts of the identified decedent's family members are unknown, or next of kin have refused to accept responsibility for disposition of the decedent, the Department may choose to cremate the decedent pauper's remains pursuant to this Policy. In such instance, the Department may execute a release form authorizing cremation.

7.4 If at any time the Jefferson County Morgue knows any reason why a particular decedent should not be cremated, it is the responsibility of the Morgue to communicate that to the Director and to also notify members of the Social Services Division in writing on the actual referral.

7.5 If two or more next of kin with equal priority cannot agree on cremation or traditional disposition and a reasonable amount of time has passed (14 days from referral) awaiting a resolution, then the Department may, in its discretion, make that determination. The Department may, in its discretion, extend this deadline.

7.6 If next of kin dispute an assertion of a common law marriage, then the Department reserves the right to not recognize the common law status of a marriage.

7.7 If a next of kin presents the Department with a Temporary Restraining Order (TRO) then the disposition of the decedent will be put on hold until a judge hears the case and makes a determination for disposition.

8. STORAGE OF CREMATED REMAINS

8.1 Pursuant to TEX. HEALTH & SAFETY CODE ANN. § 716.052 (b) (2) (A)-(C): The crematory establishment may:

(A) Release to the authorizing agent, in person, the cremated remains of the deceased person.

(B) Ship the cremated remains to the authorizing agent if the agent authorizes shipment and provides a shipping address on the authorization form.

(C) Dispose of the cremated remains the day following the date of the cremation if the cremated remains have not been claimed by the authorizing agent.

8.2 Upon cremation, if no family or next of kin of the decedent pauper claims the cremated remains, the Department shall authorize such cremated remains to be buried.

8.3 If there is no next of kin, or next of kin have refused to accept responsibility for the disposition of the decedent, then the Department is the authorizing agent for cremation and the remains can be turned over to the cemetery or designated area immediately after cremation.

8.4 Cremated remains will only be turned over to either the next of kin or the Department unless authorization to do differently is received by the Department Director.

8.5 If next of kin stipulate that they wish for the cremated remains to be turned over for preservation in an appropriate container at the cemetery, then those remains can be released immediately to the cemetery.

8.6 If next of kin stipulate that they wish for the cremated remains to be shipped, then the Social Services Case Manager will refer that next of kin to the Funeral Vendor. The next of kin will work directly with the Funeral Vendor to arrange for shipment at the expense of the next of kin.

9. DISINTERMENTS

9.1 The Department shall give permission to persons listed in TEX. HEALTH & SAFETY CODE ANN. § 711.002, as amended, or entity making such request to the Department as the Department shall deem just and proper, to open the grave to remove the interred remains to an alternate site.

9.2 The Department reserves the right to charge for disinterment an amount determined to be appropriate at the Department's sole discretion.

9.3 The funeral home contracted by the next of kin (or appropriate entity) will have the responsibility to secure all necessary permits and authorizations prior to the disinterment taking place.

9.4 A disinterment permit will be required to remove cremated remains that may have been buried.

9.5 Payment of the disinterment fee must be made prior to the disinterment taking place.

10. DEPARTMENT FILES AND FORMS

10.1 The Department Director may adopt forms as necessary or desirable and may promulgate other rules and procedures consistent with this policy to further implement its purposes.

10.2 After the disposition of remains, the Department's Basic Needs Case Manager shall work with the Department's Finance Division in verifying the services were provided.

10.3 The Department shall keep in its files:

(a) The information used to determine eligibility for disposition as a pauper and to determine whether to cremate;

(b) A written determination by the Department as to whether the decedent is a pauper for purposes of disposition;

(c) Any other documents provided by referring sources, family members, or service providers;

(d) A copy of any cremation and/or embalming authorization forms;

(e) Documents evidencing the disposition of the decedent; and

(f) Records of any payments received for disinterment services.

(g) Copy of death certificate

(h) Itemized statement of funeral home

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS
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AUSTIN, TEXAS 78701
800-733-0699
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Judge, Polk County
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Livingston, Texas 77351
(936) 327-6813
(936) 327-6891 – Fax

Burial of Paupers

Since at least 1846, counties have been obligated to "provide for the burial of paupers." Legislation enacted in 1989 permitted the "interment or cremation" of paupers, presumably upon death, unless any "relative or friend" objected. This was amended in 1999 to delete any reference to cremation, and simply grants authority to the commissioners court to adopt rules for "the disposition of the body of a deceased pauper."

The attorney general has construed conflicting statutory provisions in the Health and Safety Code regarding the disposition of the remains of paupers dying with living relatives. One provision creates a "statutorily imposed liability" upon relatives for the expenses of burial (or other disposition) of persons generally regardless of pauper status, while another law imposes this expense on the county as to paupers. The attorney general has construed these two provisions: the relatives of a pauper are not liable for burial expenses, but rather this is the statutory responsibility of the county.

Legislation enacted in 2009 allows a county to use any "cash" found with a pauper for burial expenses with any remaining to be placed in a trust account to be claimed within one year or otherwise placed in a fund for the burial of paupers.

The county has implied authority to acquire a cemetery for the exclusive burial of paupers, when they die.

The attorney general has also ruled that the statutory authority of a county to provide for the "disposition" of a deceased pauper includes the authority to cremate bodies notwithstanding that the state anatomical board statute implies only burial.

As found in 36 Tex. Prac., County And Special District Law § 28.11 (2d ed.)

Other provisions of the Health and Safety Code prevent the cremation of unidentified remains, except upon order of the commissioners court or a court located within the county. §716.101 Health and Safety Code.

AGENDA ITEM **October 12, 2015**

Consider and possibly approve a Certificate for Order and authorize the County Judge to execute, receive and file an Order with Respect to Natgasoline LLC to approve Mission Economic Development Corporation bonds for construction of a methanol production facility at the Natgasoline facility in Beaumont, Texas. (Jefferson County will not be obligated to pay or incur any liability for the issuance of these bonds.)

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

We, the undersigned officers of the Commissioners Court of Jefferson County, Texas, hereby certify as follows:

1. The Commissioners Court of Jefferson County, Texas, convened in regular meeting on October 12, 2015, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

Jeff Branick	County Judge
Eddie Arnold	Commissioner, Precinct 1
Brent Weaver	Commissioner, Precinct 2
Michael Sinegal	Commissioner, Precinct 3
Everette "Bo" Alfred	Commissioner, Precinct 4

and all of said persons were present except for Commissioner Arnold, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER WITH RESPECT TO NATGASOLINE LLC PROJECT

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: 4;

NOES: 0;

ABSTENTIONS: 0.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said order has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED this October 12, 2015.

Carolyn L Hundley
County Clerk

(SEAL)

ORDER WITH RESPECT TO

NATGASOLINE LLC

PROJECT

WHEREAS, Natgasoline LLC and/or its subsidiaries or affiliates (collectively, the "Company") has requested that Mission Economic Development Corporation (the "Issuer") issue one or more series of revenue bonds (which may be issued as tax-exempt bonds and/or as taxable bonds) (collectively, the "Bonds"), and loan the proceeds thereof to the Company for the purpose of financing the acquisition, construction, improvement, development, equipping and furnishing of a methanol production facility to be located in Beaumont, Jefferson County, Texas at or about 2366 Sulphur Plant Road, Beaumont, Texas 77705 (the "Project"), as more fully described in **Exhibit A** attached hereto; and

WHEREAS, in order that the Project may be financed with the proceeds of the Bonds, the Commissioners Court of Jefferson County Texas (the "Commissioners Court") must request that the Issuer exercise its powers within Jefferson County, Texas (the "County") for the purpose of issuing such Bonds to finance the Project, such request being intended to satisfy the requirements of Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended (the "Act"); and

WHEREAS, the Commissioners Court desires hereby to make such request of the Issuer and to take other actions to enable the Issuer to issue the Bonds and the Company to use the proceeds thereof to finance the Project;

WHEREAS, approval of the Commissioners Court as the "applicable elected representative" is also required in connection with the issuance of the portion of the Bonds to be issued as tax-exempt bonds (the "Tax-Exempt Bonds"), in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code and the Commissioners Court desires hereby to give such approval.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

Section 1. Approval for State Law Purposes. In order that the Project may be financed with proceeds of the Bonds, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such Bonds in one or more series to finance the Project, in accordance with Section 501.159 of the Act. The Bonds may be issued in one or more series, and may be issued as taxable bonds (in any amount approved by the Issuer) and/or as Tax-Exempt Bonds (in any amount approved by the Issuer and not exceeding the par amount indicated in **Exhibit A**).

Section 2. Public Hearing and Approval for Federal Tax Purposes. In order to comply with Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the Tax-Exempt Bonds, a public hearing has been held in the County by an authorized hearing officer, in which hearing members of the public were permitted to express their views with respect to the Project and the Issuer's issuance of the Tax-Exempt Bonds for such purpose. Notice of such hearing was published no less than 14 days prior to such hearing in a newspaper of general circulation in the County, and an affidavit of the publication of such notice (together with a copy of the notice) is attached hereto as **Exhibit A**. A certificate of the hearing officer, along with the minutes of such hearing are attached hereto as **Exhibit A**. Based solely upon the results of such hearing, and solely for purposes of complying with Section 147(f) of the Internal Revenue Code of 1986, as amended, the Tax-Exempt Bonds and the facilities to be financed with the proceeds thereof, all as described in the published notice of public hearing attached hereto as **Exhibit A**,

are hereby approved. To the extent required or requested by the Issuer or the Company, the County Judge is hereby authorized to execute a certificate or other documents evidencing such approval.

SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF BONDS ISSUED FOR THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE PROJECT.

ADJUDGED, ADOPTED AND DECREED this 12th day of October, 2015.

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER

with attached:

Affidavit of Publication of the Notice of Public Hearing
Names and Comments of Persons Attending Public Hearing

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

MISSION ECONOMIC DEVELOPMENT CORPORATION
TAX-EXEMPT REVENUE BONDS
(NATGASOLINE LLC PROJECT)
SERIES 2015

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the proposed issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Attachment A** attached hereto.

2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in a newspaper of general circulation available to residents of Jefferson County, Texas, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Attachment A**.

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Attachment B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 5th day of October, 2015.

By: _____
Hearing Officer

Attachment A - Affidavit of Publication of the Notice of Public Hearing
Attachment B - Names and Comments of Persons Attending Public Hearing

ATTACHMENT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED

Publishers Affidavit

Acct #060924102 Job #198798402 Tear Sheet Attached
Name BRACEWELL & GIULIANI LLP 3913670

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Victoria Bond WHO BEING BY ME DULY SWORN, DEPOSES AND SAYS THAT HE/SHE IS A NEWSPAPER REPRESENTATIVE FOR THE BEAUMONT ENTERPRISE; THAT SAID NEWSPAPER REGULARLY PUBLISHED IN JEFFERSON COUNTY CIRCULATED IN JEFFERSON, HARDIN, TYLER, NEWTON, ORANGE, JASPER, LIBERTY, SABINE, CHAMBERS, SAN AUGUSTINE, ANGELINA AND GALVESTON COUNTY(COUNTIES), TEXAS; THAT THE ATTACHED NOTICE IN SAID NEWSPAPER ON THE FOLLOWING DATE(S), TO WIT:

09-21-15 09-21-15

Victoria Bond
NEWSPAPER REPRESENTATIVE

SWORN AND SUBSCRIBED TO BEFORE ME, THIS 22ND DAY OF SEPTEMBER 2015,
TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ERIKA ACEVEDO
PRINT OR TYPE NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES April 3, 201

ERIKA ACEVEDO
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
APRIL 3, 2016

409-497-5221

NOTICE OF
PUBLIC HEARING

MISSION ECONOMIC
DEVELOPMENT
CORPORATION
TAX-EXEMPT
REVENUE BONDS
(NATGASOLINE LLC
PROJECT) SERIES 2015

Notice is hereby given of a public hearing to be held on behalf of Jefferson County, Texas on October 5, 2015, at 10:00 a.m., in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701, with respect to the captioned bonds (the "Bonds") proposed to be issued by Mission Economic Development Corporation ("MEDC") in the maximum aggregate principal amount not to exceed $600,000,000, the interest on which will be excludable from gross income for federal income tax purposes. In connection with the further financing of the Project and for the purpose of making a loan to the User, all as described below. MEDC also anticipates the issuance of a taxable series of revenue bonds.

The proceeds of the Bonds will be loaned to Natgasoline LLC and/or its subsidiaries or affiliates and/or any related person thereto (collectively, the "User"), and used for the acquisition, construction, improvement, development, equipping, and furnishing for a methanol production facility, including the acquisition of any land in connection therewith, in Beaumont, Jefferson County, Texas, to be located at or about 2356 Sulphur Plant Road, Beaumont, Texas 77705 (the "Project"). The Project includes, but is not limited to, facilities that qualify as (i) "solid waste disposal facilities" within the meaning of Section 142(a)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) "sewage facilities" within the meaning of Section 142(a)(5) of the Code, or (iii) property functionally related and subordinate to either (i) and (ii). The User will be the initial owner and/or operator of the Project.

The aforementioned public hearing will be conducted by Lee McCormick or his designee. All interested persons are invited to attend such public hearing and express their views with respect to the Project to be financed with the proceeds of the Bonds and the issuance of the Bonds. Questions or requests for additional information may be directed to Lee McCormick (telephone: (214) 256-3121). Any interested persons unable to attend the hearing may submit their views in writing to Mr. McCormick at 6960 Lebanon Rd., Ste. 103, Frisco, Texas 75034 prior to the date scheduled for the hearing. Persons who intend to appear at the hearing and express their views are invited to contact Mr. McCormick at the address or telephone number set forth above.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

ATTACHMENT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

AGENDA ITEM **October 12, 2015**

Consider, possibly approve and authorize the County Judge to execute a renewal of the Amended Professional Services Agreement between Jefferson County, Texas and Tim Richardson for consulting work related to the BP Deepwater Horizon restoration funding.

AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Identify key people at BP who need to be educated about the restoration benefits available to Restore the Gulf by working the County and communicate with them; make introductions for County officials and participate in meetings with these contacts;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin October 1, 2015 and expire on September 30, 2016 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in it's or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the County shall pay Consultant $126,000 annually at $10,500 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, **Jefferson County**; jbranick@co.jefferson.tx.us ; office: 409-835-8466.

Tim Richardson, consultant, tlrs@rcn.com; office: 301-770-6496; mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

a) If to the County, to:
Honorable Jeff Branick
Jefferson County
County Court House
1149 Pearl Street
Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson
6707 Old Stage Road
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. EQUAL OPPORTUNITY

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and

cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By _____ Date 10/12/15
Name: Jeff Branick
Title: Judge
EIN _____

Tim Richardson, Consultant

By_____ Date _____
Name: Tim Richardson
EIN 370-60-3504

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

_____ _____
Signature of Consultant Date

AGENDA ITEM **October 12, 2015**

Consider, possible approve, authorize the County Judge to execute and receive and file Operations and Management Agreement between Jefferson County, Texas and FMMS Holdings of Texas, LLC for the Jefferson County Morgue.

FORENSIC MEDICAL

September 10, 2015

Mr. Fred Jackson
Jefferson County Courthouse
1149 Pearl Street
Beaumont, TX 77701

Dear Fred,

Enclosed is the new Operations and Management Agreement by and between FMMS Holdings of Texas, LLC and Jefferson County, Texas, to manage the Jefferson County Morgue. The management agreement is for five years with an annual price increase of $50 per autopsy each year. The new agreement would go into effect the 1st day of January 2016. Matt Martin, our CFO, has signed the agreement.

It is pleasure to work with you and Judge Branick. If you see anything that needs to be changed in the agreement please let me know.

Respectfully,

James E. Farris, Ed.D.
Vice President

Office of the Medical Examiner
850 R.S. Gass Blvd. ● Nashville, TN 37216-2640
Phone: (615) 743-1800 ● Fax: (615) 743-1890
www.forensicmed.com

Accredited by National Association of Medical Examiners

OPERATIONS AND MANAGEMENT AGREEMENT
for the
Jefferson County Morgue

This Operations and Management Agreement for the Jefferson County Morgue (the "Agreement") is made as of the 1st day of January, 2016 (the "Effective Date"), by and between **FMMS HOLDINGS OF TEXAS, LLC** ("FMMS" or "Contractor"), a Texas professional association (Contractor") and **JEFFERSON COUNTY, TEXAS** ("County"), a political subdivision of the State of Texas, upon the terms, conditions and provisions herein set forth.

WITNESSETH

WHEREAS, County owns a morgue facility located at 5030 Highway 69 South, Beaumont, Texas 77705 (the "Morgue"); and,

WHEREAS, County desires and has the authority to enter into a contract with Contractor to operate and manage the Morgue in compliance with all applicable federal, state and local laws and ordinances;

NOW THEREFORE, in consideration of the mutual rights, duties, benefits and obligations herein exchanged, the parties hereto covenant, agree and bind themselves as follows:

ARTICLE 1.
Purposes

1.1 Contractor shall provide all materials, supplies and personnel necessary for the operation, maintenance and management of the Morgue for County. Without limiting the generality of the foregoing, Contractor shall receive, supervise and perform autopsies and related forensic services for each deceased person that is delivered to the Morgue and for which an autopsy is requested by County or its authorized agent (each a "Jefferson County Case"). Contractor shall provide, at its sole expense, all supplies necessary for the operation of the Morgue; *provided, however,* Contractor may use any existing inventory and supplies currently located at the Morgue without payment of any compensation to County. For each autopsy performed by Contractor for or on behalf of County, Contractor will provide testimony in Jefferson County cases at no additional charge.

1.2 Contractor shall manage and supervise the Morgue in compliance with all local, State and Federal laws, rules, regulations and orders and shall document such compliance at the beginning of each fiscal year.

1.3 Contractor will be permitted to operate under the business name "Jefferson County Morgue".

ARTICLE 2.
Term

2.1 This Agreement is effective on and shall commence on the Effective Date forth in the initial paragraph of this Agreement, The original term of this Agreement shall be five (5) years from the Effective Date (the "Term"). Upon expiration of the original Term, Contractor shall have an option to renew this Agreement for an additional term of five (5) years (the "Renewal Term"), which option must be exercised by Contractor by giving County written notice of its intent to exercise the option at least 180 days prior to expiration of the original Term,

2.2 County may unilaterally terminate this Agreement at any time only for reason of Contractor's default under this Agreement and Contractor's failure to cure such default within sixty (60) calendar days after County provides Contractor with written notice of default. If Contractor fails to cure such default within such 60-day period, then County may terminate this Agreement and County may pursue a claim against Contractor and recover all damages incurred as a result of Contractor's default.

2.3 Contractor may unilaterally terminate this Agreement at any time only for reason of County's default under this Agreement and County's failure to cure such default within sixty (60) calendar days after Contractor provides County with written notice of default. If County fails to cure such default within such 60-day period, then Contractor may terminate this Agreement and Contractor may pursue a claim against County and recover damages incurred as a result of County's default.

ARTICLE 3.
Compensation

3.1 In consideration for the services to be provided by Contractor to County pursuant to this Agreement, County agrees to pay Contractor the following compensation:

a. The exclusive right to use the Morgue facility for the purpose of performing usual and customary autopsy services for County, other governmental entities and private persons with whom Contractor may from time to time agree.

b. A professional fee for each autopsy performed by Contractor for or on behalf of County (the "Professiona1 Fee"). The Professional Fee shall be paid monthly by County on or before the twentieth (20^{th}) day of each month based on the number of autopsies performed by Contractor in the preceding month. The amount of the Professional Fee shall be equal to ZERO DOLLARS ($0.00) for each autopsy performed by Contractor for or on behalf of County until Contractor has performed a total of four (4) autopsies each calendar month during the term of this Agreement. Thereafter, the Professional Fee for the remainder of that month shall automatically increase to and shall be equal to the sum of $1,700.00 for each autopsy performed for the County for calendar year 2016. For calendar year 2017, the fee will be $1,750.00; for calendar year 2018, the

fee will be $1,800.00; for calendar year 2019, the fee will be $1,850.00; for calendar year 2020, the fee will be $1,900.00.

3.2 Contractor shall submit to County, no later than the seventh (7^{th}) day of each month, a statement showing the total number of autopsies performed by Contractor for or on behalf of County for the prior month. Contractor shall furnish to County photocopies of any supporting documentation requested by County.

3.3 If Contractor exercises its right to renew this Agreement pursuant to Section 2.1, then Contractor and County shall negotiate in good faith an appropriate increase or decrease in the Professional Fees payable by County hereunder during the Renewal Term. If Contractor and County are not able to reach an agreement on the amount of the increase then Contractor may, at its option, elect to terminate the remainder of the Renewal Term upon giving County sixty (60) days written notice

3.4 In addition to performing autopsies and providing forensic services for and on behalf of the County, Contractor may perform autopsies and provide forensic services for any other governmental entity and/or third party (the "Ancillary Services'), on such terms and conditions and for such compensation as Contractor may determine in its discretion. All compensation, fees and revenues charged and received by Contractor for performing Ancillary Services shall belong solely to Contractor.

ARTICLE 4.
Contractor's Duties

4.1 Contractor, with County's assistance, as requested, shall obtain and maintain all of the proper and required local, State and federal permits, licenses and certifications necessary for the Morgue. Contractor shall maintain such certifications as required by law.

4.2 Notwithstanding anything contained herein to the contrary, County shall have no liability for any employees, agents, subcontractors or assigns of Contractor. If Contractor engages the services of any subcontractor in the performance of Contractor's duties under this Agreement, Contractor shall not be relieved of any of its obligations set forth herein. Contractor shall bind each subcontractor to the terms of this Agreement as applicable to the subcontractor's work, and shall require that each subcontractor perform its work in conformance with the terms and conditions of this Agreement.

4.3 Contractor shall indemnify and hold County and its officials, officers, and employees, harmless from all cost, claims, expenses (including attorney's fees and court costs) and liabilities whatsoever that may be incurred as a result of or arise from any and all acts done or omitted to be done by Contractor or its employees, agents or subcontractors and assigns of Contractor, in connection with services performed or to be performed under this Agreement.

4.4 The interviewing, hiring, training, assignment, certification, control, management, compensation, benefits, promotion and termination of all members of Contractor's administration and staff shall be the sole responsibility and obligation of Contractor.

4.5 Contractor is associated with County for the purposes and to the extent set forth in this Agreement for the performance of operations and management services for the Morgue only. Contractor is and shall be an independent contractor and, subject to the terms of this Agreement, shall have the sole and exclusive right to supervise, manage, operate, control, and direct the performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent, or otherwise to create any liability for County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor. Contractor shall be solely liable for payment of all federal income, FICA, and other taxes owed or claimed to be owed by Contractor, arising out of this Agreement.

4.6 Contractor shall not alter, change or add to the Morgue without the prior written consent of County, which consent shall not be unreasonably withheld. In addition, any alterations, additions, improvements and fixtures made or placed by Contractor in or to the Morgue shall, upon the expiration or termination of this Agreement, belong to County without any compensation to Contractor. Any equipment and personal property of Contractor now or hereafter located, placed or installed in or at the Morgue may be removed by Contractor at any time during or at the expiration or termination of this Agreement. Any equipment or personal property which is paid for by County will remain at the Morgue at the termination of the contract.

ARTICLE 5.
Utilities, Insurance, Maintenance and Repairs

5.1 County shall pay and discharge when due all real property and *ad valorem* taxes and assessments that are levied on or assessed against the Morgue. Contractor shall be responsible for paying any and all *ad valorem* taxes assessed against Contractor's personal property located on or about the Morgue,

5.2 Contractor shall provide for necessary electrical service, garbage service and all other utilities and services used on or in connection with the Morgue throughout the term of this Agreement. Contractor shall also pay for the cost of long distance telephone service at the Morgue.

5.3 County shall be responsible for maintaining fire and casualty insurance on the Morgue in an amount determined by County for County's protection the proceeds of all of which insurance shall be paid solely to County. Contractor shall be solely responsible for obtaining any fire and casualty insurance desired by Contractor to protect its interest in the Morgue and in Contractor's personal property located in and about the Morgue.

5.4 Contractor shall, at Contractor's sole expense, at all times during the term of this Agreement maintain comprehensive general commercial public liability insurance with limits of not less than $500,000 *per* occurrence and $1,000,000 in the aggregate, insuring against claims for bodily injury, death and property damage occurring upon, in or about the Morgue. Such policy of insurance shall include an endorsement naming County an additional named insured and shall provide that such policy shall not be canceled or materially changed without giving at least thirty (30) days' prior written notice to County.

5.5 County shall maintain and make all necessary repairs to the Morgue, including the building and all equipment that is attached as a fixture to the building, other than repairs arising as a result of Contractor's gross negligence or intentional acts. Without limiting the generality of the foregoing, County shall:

A. Maintain all interior walls and ceilings, window glass, doors, electrical fixtures, and plumbing fixtures in good repair.

B. Maintain grounds of the Morgue including mowing, trimming, watering of plants and lawn to maintain a good cosmetic appearance of the grounds.

C. Maintain the heating, ventilating and air conditioning system for the Morgue and make quarterly inspections of and change the filters on the system.

D. Contractor shall maintain and pay for all repairs to any equipment and personal property located in and about the morgue that does not constitute a fixture to realty. Further, Contractor shall be responsible for providing, at Contractor's sole cost and expense, all usual, customary and sanitary janitorial and maintenance services as well as insect and rodent extermination services. All such services shall be performed at such intervals as are necessary to maintain the building in first class condition.

5.6 County will provide and pay for all transportation for Jefferson County Cases, and County's Sheriff Office will provide Contractor with access and entrance into the Morgue after business hours.

5.7 Contractor shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, mechanic or materialmen's lien, charge, encumbrance or claim on or with respect to the Morgue. Contractor shall promptly take such action as may be necessary to discharge or remove any such mortgage, pledge, lien, mechanic or materialmen's lien, charge, encumbrance or claim if the same shall arise as a result of the actions of Contractor. If Contractor does not discharge the lien or encumbrance within thirty (30) days after County has provided Contractor written notice of the existence of the lien or encumbrance, County may discharge the same and Contractor shall promptly reimburse County for any expense incurred by it in order to discharge or remove the mortgage, pledge, lien, mechanic or materialmen's lien, charge, encumbrance or claim.

ARTICLE 6.
Operating Procedures and Standards

Contractor shall prepare, adopt, and maintain a Procedures Manual for the operation of the Morgue so as to assure that the Morgue is operated fully in accordance with State and other applicable laws. Contractor shall, from time to time, make such modifications and corrections in the Procedures manual as are necessary to keep the Morgue in compliance with such laws, regulations and standards.

ARTICLE 7.
Exclusivity

This Agreement shall be an exclusive contract with Contractor and so long as this Agreement remains in effect County shall obtain all autopsies, forensic and related services exclusively from Contractor.

ARTICLE 8.
Additional Provisions and Specific Performance

8.1 In the event of the occurrence of any damage to or loss of the Morgue that materially affects the continued operation of the Morgue, Contractor shall immediately notify County of such loss or damage. To the extent such loss or damage prevents either party from performance of any or all of its obligations herein, such party's performance shall be excused until such loss or damage is repaired to enable performance of such obligations. If insurance proceeds are available, County shall promptly proceed to obtain such funds and to use same to repair and reconstruct the Morgue in consultation with Contractor. County has no obligation to appropriate funds for this purpose except for insurance proceeds received therefore. If Contractor and County mutually determine that the damage is too extensive to repair or reconstruct and County decides not to rebuild or restore the Morgue, this Agreement shall terminate immediately upon such determination.

8.2 In the event a dispute arises between County and Contractor regarding this Agreement or any of the provisions hereof, County and Contractor shall be required to continue performance of their respective obligations during the pendency of any such dispute. Contractor shall continue to receive payments due to it and County shall continue to perform under this Agreement in a timely manner as set forth in this Agreement. Likewise, Contractor shall continue to perform its obligations in accordance with the terms of this Agreement notwithstanding the existence of any dispute between the parties. Both County and Contractor shall have the right to compel specific performance by the other party of its respective contractual obligations and to institute any legal action necessary to compel such specific performance.

ARTICLE 9.
Dispute Resolution Procedures

9.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any and all suits to enforce this Agreement shall be maintained in a court of competent jurisdiction located in Jefferson County, Texas.

9.2 The parties consent to personal and subject matter jurisdiction and venue in Jefferson County, Texas, where exclusive jurisdiction and venue shall exist with respect to any dispute, litigation, arbitration proceeding or other controversy arising between the parties in connection with any matter relating to or arising from the subject matter of this Agreement. Any dispute or controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants or conditions of this Agreement or involving the breach or performance of this Agreement shall, on the written request of any party, be submitted

to arbitration, and such arbitration shall comply with and be governed by the provisions of the then-current rules of the American Arbitration Association.

ARTICLE 10.
Non-Discrimination

Contractor shall not discriminate against any employee, inmate, or subcontractor with regard to race, color, handicap, religion, sex, national origin or age.

ARTICLE 11.
Legal Construction

In case any one or more of the provisions contained in the Agreement shall, for any reason, be held invalid, illegal or unenforceable, and such is not a material provision, such validity, illegality or unenforceability shall not effect any other provision hereof.

ARTICLE 12.
Amendments

This Agreement may be amended only in writing, with such written instrument approved and executed by both County and Contractor.

ARTICLE 13.
Execution Authority

13.1 By his or her signature below, each signatory individually certifies that he or she is the properly authorized agent or officer of the applicable party hereto and has the necessary authority to execute this Agreement on behalf of such party and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

13.2 County has complied with all open meeting laws, all public contracting laws and all other state and federal laws necessary to make this Agreement effective.

ARTICLE 14.
Entire Agreement and Notice

14.1 This Agreement constitutes the sole and only Operations and Management Agreement of the Parties hereto and merges and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. This Agreement shall inure to the benefit of and shall be binding upon Contractor and County and their respective successors and assigns, as ant to the extent that assignments are permitted under this Agreement.

14.2 This Agreement will not become valid or enforceable until the date of the final signature set forth below. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement. Execution of this Agreement and delivery by facsimile transmission shall be binding on the parties hereto,

14.3 All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the earlier of (i) delivery or (ii) three (3) days following deposit in the United States mail in certified or registered form with postage fully prepaid to the addresses set out below. The respective addresses for Contractor and County are as stated beneath their signatures below. Contractor and County, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective as of the Effective Date.

JEFFERSON COUNTY, TEXAS

By: _____
JEFF R. BRANICK, County Judge

ATTEST:

_____
County Clerk

Address:

1149 Pearl St., Fourth Floor
Beaumont, TX 77701 ,

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

FMMS HOLDINGS OF TEXAS, LLC.

By: _____
Matt Martin, CFO

Address:

FMMS HOLDINGS OF TEXAS, LLC
850 R.S. Gass Boulevard
Nashville, Tennessee 37216

AGENDA **October 12, 2015**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas, and Lubbock County, Texas, acting through the Regional Public Defender for Capital Cases, to provide for defense of indigent inmates charged in Jefferson County with the offense of capital murder.

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **JEFFERSON COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PROGRAM

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds in the amount of $1,300,000 for FY16 and $1,300,000 for FY17 as appropriated by the 84th Texas Legislature, and cost-sharing commensurate with all eligible counties applicable inclusion in the program.

Pursuant to continued funding, the TIDC is anticipated to provide funds to operate the PD in the amount of $2,230,400 for FY16 and the amount of $1,194,188 for FY17 in addition to the legislative appropriation heretofore described in the paragraph above. It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years

2016 and 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the PD office and a fund balance for emergency situations, counties in the region will contribute (with a minimum contribution of $1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 240 eligible counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 240 eligible counties (50%).

The Interlocal Agreements shall become effective October 1, 2015, and continue through September 30, 2016. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2017, unless otherwise terminated under this agreement.

1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD which prevents acceptance of an appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.

1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.

1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.

1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder

cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.

1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.

1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II
OTHER TERMS AND CONDITIONS

2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Jack Stoffregen
Chief Public Defender
Regional Public Defender for Capital Cases
P O Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

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

2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.

2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.

2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.

2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

2.09 **Withdrawal by Party.**

(a) Voluntary Withdrawal. Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.

(b) Involuntary Withdrawal. PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any

cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by the PD office and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of $150.00 per hour for the first chair attorney, $125.00 per hour for the second chair attorney, $60.00 per hour for the mitigation specialist and $50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this _____ day of _____, 201___.

COUNTY OF LUBBOCK

_____
Honorable Thomas V. Head
County Judge

ATTEST:

_____
Honorable Kelly Pinion
Lubbock County Clerk

APPROVED AS TO CONTENT:

_____
Jack Stoffregen
Chief Public Defender
Regional Public Defender
for Capital Cases

COUNTY OF JEFFERSON

_____
Honorable Jeff R. Branick
County Judge

ATTEST:

_____
Jefferson County Clerk

APPROVED AS TO CONTENT:

_____

REVIEWED FOR FORM:

R. Neal Burt
Civil Division Chief
Criminal District Attorney's Office
Lubbock County

REVIEWED FOR FORM:

County	2010 Pop	% Total Population	Avg cases per yr	%Total Cases	FY16	FY17
Anderson	58,458	0.66%	0.9	0.69%	$20,828.82	$20,828.82
Andrews	14,786	0.17%	0.4	0.31%	$7,307.91	$7,307.91
Angelina	86,771	0.97%	1.3	1.00%	$30,492.07	$30,492.07
Aransas	23,158	0.26%	0.2	0.15%	$6,398.97	$6,398.97
Archer	9,054	0.10%	0.0	0.00%	$1,576.49	$1,576.49
Armstrong	1,901	0.02%	0	0.00%	$1,000.00	$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	$14,919.98	$14,919.98
Austin	28,417	0.32%	0.9	0.69%	$15,598.06	$15,598.06
Bailey	7,165	0.08%	0.6	0.46%	$8,347.62	$8,347.62
Bandera	20,485	0.23%	0.1	0.08%	$4,750.21	$4,750.21
Bastrop	74,171	0.83%	0.5	0.38%	$18,831.42	$18,831.42
Baylor	3,726	0.04%	0	0.00%	$1,000.00	$1,000.00
Bee	31,861	0.36%	1.6	1.23%	$24,481.11	$24,481.11
Bell	310,235	3.48%	6	4.62%	$125,018.81	$125,018.81
Blanco	10,497	0.12%	0.2	0.15%	$4,194.43	$4,194.43
Borden	641	0.01%	0	0.00%	$1,000.00	$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	$6,721.11	$6,721.11
Bowie	92,565	1.04%	2.9	2.23%	$50,434.37	$50,434.37
Brazoria	313,166	3.52%	1.2	0.92%	$68,728.81	$68,728.81
Brazos	194,851	2.19%	2.7	2.08%	$65,877.81	$65,877.81
Brewster	9,232	0.10%	0	0.00%	$1,607.48	$1,607.48
Briscoe	1,637	0.02%	0	0.00%	$1,000.00	$1,000.00
Brooks	7,223	0.08%	0	0.00%	$1,257.67	$1,257.67
Brown	38,106	0.43%	1.9	1.46%	$29,118.52	$29,118.52
Burleson	17,187	0.19%	0.5	0.38%	$8,909.32	$8,909.32
Burnet	42,750	0.48%	0.1	0.08%	$8,627.01	$8,627.01
Caldwell	38,066	0.43%	0.1	0.08%	$7,811.42	$7,811.42
Calhoun	21,381	0.24%	0.3	0.23%	$7,272.90	$7,272.90
Callahan	13,544	0.15%	0.1	0.08%	$3,541.63	$3,541.63
Camp	12,401	0.14%	0	0.00%	$2,159.27	$2,159.27
Carson	6,182	0.07%	0	0.00%	$1,076.41	$1,076.41
Cass	30,464	0.34%	0.5	0.38%	$11,221.12	$11,221.12
Castro	8,062	0.09%	0	0.00%	$1,403.76	$1,403.76
Chambers	35,096	0.39%	0.2	0.15%	$8,477.63	$8,477.63
Cherokee	50,845	0.57%	0.4	0.31%	$13,586.54	$13,586.54
Childress	7,041	0.08%	0	0.00%	$1,225.98	$1,225.98
Clay	10,752	0.12%	0.3	0.23%	$5,422.17	$5,422.17

Cochran	3,127	0.04%	0	0.00%	$1,000.00	$1,000.00
Coke	3,320	0.04%	0	0.00%	$1,000.00	$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	$2,732.15	$2,732.15
Collingsworth	3,057	0.03%	0	0.00%	$1,000.00	$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	$4,817.94	$4,817.94
Comal	108,472	1.22%	0.4	0.31%	$23,620.60	$23,620.60
Comanche	13,974	0.16%	0.2	0.15%	$4,799.85	$4,799.85
Concho	4,087	0.05%	0	0.00%	$1,000.00	$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	$17,342.75	$17,342.75
Coryell	75,388	0.85%	0.8	0.62%	$22,593.35	$22,593.35
Cottle	1,505	0.02%	0	0.00%	$1,000.00	$1,000.00
Crane	4,375	0.05%	0.1	0.08%	$1,945.12	$1,945.12
Crockett	3,719	0.04%	0.1	0.08%	$1,830.90	$1,830.90
Crosby	6,059	0.07%	0.1	0.08%	$2,238.34	$2,238.34
Culberson	2,398	0.03%	0	0.00%	$1,000.00	$1,000.00
Dallam	6,703	0.08%	0	0.00%	$1,167.13	$1,167.13
Dawson	13,833	0.16%	0	0.00%	$2,408.61	$2,408.61
De Witt	20,097	0.23%	0	0.00%	$3,499.31	$3,499.31
Deaf Smith	19,372	0.22%	0.1	0.08%	$4,556.41	$4,556.41
Delta	5,231	0.06%	0.1	0.08%	$2,094.17	$2,094.17
Dickens	2,444	0.03%	0	0.00%	$1,000.00	$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	$2,923.85	$2,923.85
Donley	3,677	0.04%	0.1	0.08%	$1,823.58	$1,823.58
Duval	11,782	0.13%	0	0.00%	$2,051.49	$2,051.49
Eastland	18,583	0.21%	0.1	0.08%	$4,419.03	$4,419.03
Ector	137,130	1.54%	3.8	2.92%	$68,844.13	$68,844.13
Edwards	2,002	0.02%	0	0.00%	$1,000.00	$1,000.00
Ellis	149,610	1.68%	1	0.77%	$37,883.62	$37,883.62
Erath	37,890	0.43%	1.2	0.92%	$20,797.53	$20,797.53
Falls	17,866	0.20%	0.8	0.62%	$12,577.57	$12,577.57
Fannin	33,915	0.38%	0.5	0.38%	$11,822.01	$11,822.01
Fayette	24,554	0.28%	0	0.00%	$4,275.36	$4,275.36
Fisher	3,974	0.04%	0	0.00%	$1,000.00	$1,000.00
Floyd	6,446	0.07%	0	0.00%	$1,122.38	$1,122.38
Foard	1,336	0.02%	0	0.00%	$1,000.00	$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	$8,946.60	$8,946.60
Freestone	19,816	0.22%	0.2	0.15%	$5,817.06	$5,817.06
Frio	17,217	0.19%	0.4	0.31%	$7,731.20	$7,731.20
Gaines	17,526	0.20%	0.8	0.62%	$12,518.37	$12,518.37
Galveston	291,309	3.27%	3.1	2.39%	$87,406.52	$87,406.52
Garza	6,461	0.07%	0	0.00%	$1,124.99	$1,124.99

Gillespie	24,837	0.28%	0	0.00%	$4,324.64	$4,324.64
Glasscock	1,226	0.01%	0	0.00%	$1,000.00	$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	$2,438.75	$2,438.75
Gonzales	19,807	0.22%	0.7	0.54%	$11,732.20	$11,732.20
Gray	22,535	0.25%	0.8	0.62%	$13,390.54	$13,390.54
Grayson	120,877	1.36%	1.9	1.46%	$43,530.67	$43,530.67
Gregg	121,730	1.37%	2	1.54%	$44,862.54	$44,862.54
Grimes	26,604	0.30%	0.2	0.15%	$6,998.99	$6,998.99
Guadalupe	131,533	1.48%	1.3	1.00%	$38,286.06	$38,286.06
Hale	36,273	0.41%	0.5	0.38%	$12,232.59	$12,232.59
Hall	3,353	0.04%	0	0.00%	$1,000.00	$1,000.00
Hamilton	8,517	0.10%	0	0.00%	$1,482.99	$1,482.99
Hansford	5,613	0.06%	0.1	0.08%	$2,160.68	$2,160.68
Hardeman	4,139	0.05%	0	0.00%	$1,000.00	$1,000.00
Hardin	54,635	0.61%	0.7	0.54%	$17,796.48	$17,796.48
Harrison	65,631	0.74%	2.8	2.15%	$44,561.26	$44,561.26
Hartley	6,062	0.07%	0	0.00%	$1,055.52	$1,055.52
Haskell	5,899	0.07%	0	0.00%	$1,027.14	$1,027.14
Hays	157,107	1.76%	0.9	0.69%	$38,005.66	$38,005.66
Hemphill	3,807	0.04%	0	0.00%	$1,000.00	$1,000.00
Henderson	78,532	0.88%	0.7	0.54%	$21,957.44	$21,957.44
Hill	35,089	0.39%	0.5	0.38%	$12,026.43	$12,026.43
Hockley	22,935	0.26%	0	0.00%	$3,993.46	$3,993.46
Hood	51,182	0.57%	0.6	0.46%	$16,011.90	$16,011.90
Hopkins	35,161	0.39%	0.4	0.31%	$10,855.62	$10,855.62
Houston	23,732	0.27%	0.4	0.31%	$8,865.60	$8,865.60
Howard	35,012	0.39%	0	0.00%	$6,096.32	$6,096.32
Hudspeth	3,476	0.04%	0.25	0.19%	$3,563.60	$3,563.60
Hunt	86,129	0.97%	2.8	2.15%	$48,130.39	$48,130.39
Hutchinson	22,150	0.25%	0.3	0.23%	$7,406.80	$7,406.80
Irion	1,599	0.02%	0	0.00%	$1,000.00	$1,000.00
Jack	9,044	0.10%	0	0.00%	$1,574.75	$1,574.75
Jackson	14,075	0.16%	0.3	0.23%	$6,000.77	$6,000.77
Jasper	35,710	0.40%	1.5	1.15%	$23,967.96	$23,967.96
Jeff Davis	2,342	0.03%	0	0.00%	$1,000.00	$1,000.00
Jefferson	252,273	2.83%	4.1	3.16%	$92,442.95	$92,442.95
Jim Hogg	5,300	0.06%	0	0.00%	$1,000.00	$1,000.00
Jim Wells	40,838	0.46%	1.8	1.39%	$28,410.88	$28,410.88
Johnson	150,934	1.69%	1	0.77%	$38,114.16	$38,114.16
Jones	20,202	0.23%	1.1	0.85%	$16,534.34	$16,534.34
Karnes	14,824	0.17%	0	0.00%	$2,581.17	$2,581.17

Kaufman	103,350	1.16%	2.1	1.62%	$42,845.54	$42,845.54
Kendall	33,410	0.38%	0.2	0.15%	$8,184.06	$8,184.06
Kenedy	416	0.00%	0	0.00%	$1,000.00	$1,000.00
Kent	808	0.01%	0	0.00%	$1,000.00	$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	$12,190.77	$12,190.77
Kimble	4,607	0.05%	0.2	0.15%	$3,168.86	$3,168.86
King	286	0.00%	0	0.00%	$1,000.00	$1,000.00
Kinney	3,598	0.04%	0	0.00%	$1,000.00	$1,000.00
Kleberg	32,061	0.36%	0.7	0.54%	$13,865.87	$13,865.87
Knox	3,719	0.04%	0	0.00%	$1,000.00	$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	$4,749.02	$4,749.02
Lamar	49,793	0.56%	1.9	1.46%	$31,153.47	$31,153.47
Lamb	13,977	0.16%	0.1	0.08%	$3,617.03	$3,617.03
Lampasas	19,677	0.22%	0.4	0.31%	$8,159.54	$8,159.54
Lavaca	19,263	0.22%	0.5	0.38%	$9,270.79	$9,270.79
Lee	16,612	0.19%	0.1	0.08%	$4,075.84	$4,075.84
Leon	16,801	0.19%	0.1	0.08%	$4,108.74	$4,108.74
Liberty	75,643	0.85%	1.7	1.31%	$33,287.81	$33,287.81
Limestone	23,384	0.26%	0.9	0.69%	$14,721.71	$14,721.71
Lipscomb	3,302	0.04%	0	0.00%	$1,000.00	$1,000.00
Live Oak	11,531	0.13%	0	0.00%	$2,007.79	$2,007.79
Llano	19,301	0.22%	0	0.00%	$3,360.71	$3,360.71
Loving	82	0.00%	0	0.00%	$1,000.00	$1,000.00
Lubbock	278,831	3.13%	3	2.31%	$84,050.50	$84,050.50
Lynn	5,915	0.07%	0	0.00%	$1,029.92	$1,029.92
Madison	13,664	0.15%	0.8	0.62%	$11,845.91	$11,845.91
Marion	10,546	0.12%	0.1	0.08%	$3,019.62	$3,019.62
Martin	4,799	0.05%	0	0.00%	$1,000.00	$1,000.00
Mason	4,012	0.05%	0	0.00%	$1,000.00	$1,000.00
Matagorda	36,702	0.41%	1.1	0.85%	$19,407.33	$19,407.33
Maverick	54,258	0.61%	0	0.00%	$9,447.45	$9,447.45
McCulloch	8,283	0.09%	0	0.00%	$1,442.24	$1,442.24
McLennan	234,906	2.64%	3.7	2.85%	$84,685.63	$84,685.63
McMullen	707	0.01%	0	0.00%	$1,000.00	$1,000.00
Medina	46,006	0.52%	0.7	0.54%	$16,293.99	$16,293.99
Menard	2,242	0.03%	0	0.00%	$1,000.00	$1,000.00
Midland	136,872	1.54%	1	0.77%	$35,665.67	$35,665.67
Milam	24,757	0.28%	0.4	0.31%	$9,044.07	$9,044.07
Mills	4,936	0.06%	0	0.00%	$1,000.00	$1,000.00
Mitchell	9,403	0.11%	0	0.00%	$1,637.26	$1,637.26
Montague	19,719	0.22%	0.8	0.62%	$12,900.21	$12,900.21

Moore	21,904	0.25%	0.3	0.23%	$7,363.96	$7,363.96
Morris	12,934	0.15%	0.2	0.15%	$4,618.76	$4,618.76
Motley	1,210	0.01%	0	0.00%	$1,000.00	$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.31%	$31,351.76	$31,351.76
Navarro	47,735	0.54%	0.6	0.46%	$15,411.70	$15,411.70
Newton	14,445	0.16%	0.2	0.15%	$4,881.86	$4,881.86
Nolan	15,216	0.17%	0.2	0.15%	$5,016.10	$5,016.10
Ochiltree	10,223	0.11%	0	0.00%	$1,780.04	$1,780.04
Oldham	2,052	0.02%	0	0.00%	$1,000.00	$1,000.00
Orange	81,837	0.92%	0.7	0.54%	$22,532.91	$22,532.91
Palo Pinto	28,111	0.32%	0.9	0.69%	$15,544.78	$15,544.78
Panola	23,796	0.27%	0.2	0.15%	$6,510.06	$6,510.06
Parker	116,927	1.31%	0.6	0.46%	$27,459.47	$27,459.47
Parmer	10,269	0.12%	0	0.00%	$1,788.05	$1,788.05
Pecos	15,507	0.17%	0.5	0.38%	$8,616.79	$8,616.79
Polk	45,413	0.51%	1.6	1.23%	$26,840.80	$26,840.80
Potter	121,073	1.36%	1.6	1.23%	$40,014.78	$40,014.78
Presidio	7,818	0.09%	0	0.00%	$1,361.28	$1,361.28
Rains	10,914	0.12%	0.6	0.46%	$9,000.40	$9,000.40
Randall	120,725	1.36%	1.6	1.23%	$39,954.19	$39,954.19
Reagan	3,367	0.04%	0	0.00%	$1,000.00	$1,000.00
Real	3,309	0.04%	0.1	0.08%	$1,759.51	$1,759.51
Red River	12,860	0.14%	0.5	0.38%	$8,155.90	$8,155.90
Reeves	13,783	0.15%	0.1	0.08%	$3,583.25	$3,583.25
Refugio	7,383	0.08%	0	0.00%	$1,285.53	$1,285.53
Roberts	929	0.01%	0	0.00%	$1,000.00	$1,000.00
Robertson	16,622	0.19%	0.7	0.54%	$11,177.62	$11,177.62
Rockwall	78,337	0.88%	0.3	0.23%	$17,190.12	$17,190.12
Runnels	10,501	0.12%	0	0.00%	$1,828.44	$1,828.44
Rusk	53,330	0.60%	2	1.54%	$32,952.68	$32,952.68
Sabine	10,834	0.12%	0.4	0.31%	$6,619.79	$6,619.79
San Augustine	8,865	0.10%	1	0.77%	$13,376.99	$13,376.99
San Jacinto	26,384	0.30%	1.1	0.85%	$17,610.75	$17,610.75
San Patricio	64,804	0.73%	0.3	0.23%	$14,833.75	$14,833.75
San Saba	6,131	0.07%	0.7	0.54%	$9,350.92	$9,350.92
Schleicher	3,461	0.04%	0	0.00%	$1,000.00	$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	$5,312.98	$5,312.98
Shackelford	3,378	0.04%	0	0.00%	$1,000.00	$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	$15,081.09	$15,081.09
Sherman	3,034	0.03%	0.1	0.08%	$1,711.62	$1,711.62
Smith	209,714	2.35%	3.8	2.92%	$81,482.52	$81,482.52

Somervell	8,490	0.10%	0	0.00%	$1,478.29	$1,478.29
Starr	60,968	0.68%	1.5	1.15%	$28,365.91	$28,365.91
Stephens	9,630	0.11%	0	0.00%	$1,676.78	$1,676.78
Sterling	1,143	0.01%	0	0.00%	$1,000.00	$1,000.00
Stonewall	1,490	0.02%	0	0.00%	$1,000.00	$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	$3,085.45	$3,085.45
Swisher	7,854	0.09%	0.2	0.15%	$3,734.23	$3,734.23
Taylor	131,506	1.48%	1.1	0.85%	$35,914.68	$35,914.68
Terrell	984	0.01%	0	0.00%	$1,000.00	$1,000.00
Terry	12,651	0.14%	0.1	0.08%	$3,386.14	$3,386.14
Throckmorton	1,641	0.02%	0	0.00%	$1,000.00	$1,000.00
Titus	32,334	0.36%	0.1	0.08%	$6,813.36	$6,813.36
Tom Green	110,224	1.24%	0.2	0.15%	$21,558.97	$21,558.97
Trinity	14,585	0.16%	0	0.00%	$2,539.55	$2,539.55
Tyler	21,766	0.24%	0.5	0.38%	$9,706.62	$9,706.62
Upshur	39,309	0.44%	0.9	0.69%	$17,494.58	$17,494.58
Upton	3,355	0.04%	0.1	0.08%	$1,767.52	$1,767.52
Uvalde	26,405	0.30%	0.4	0.31%	$9,331.02	$9,331.02
Val Verde	48,879	0.55%	0.4	0.31%	$13,244.21	$13,244.21
Van Zandt	52,579	0.59%	0.7	0.54%	$17,438.48	$17,438.48
Victoria	86,793	0.97%	2.4	1.85%	$43,512.64	$43,512.64
Walker	67,861	0.76%	0.2	0.15%	$14,182.69	$14,182.69
Waller	43,205	0.49%	0.9	0.69%	$18,172.96	$18,172.96
Ward	10,658	0.12%	0.1	0.08%	$3,039.12	$3,039.12
Washington	33,718	0.38%	0.2	0.15%	$8,237.69	$8,237.69
Webb	250,304	2.81%	1.2	0.92%	$57,783.22	$57,783.22
Wharton	41,280	0.46%	1.6	1.23%	$26,121.16	$26,121.16
Wheeler	5,410	0.06%	0.1	0.08%	$2,125.33	$2,125.33
Wichita	131,500	1.48%	1.7	1.31%	$43,013.68	$43,013.68
Wilbarger	13,535	0.15%	0.5	0.38%	$8,273.43	$8,273.43
Willacy	22,134	0.25%	0.5	0.38%	$9,820.78	$9,820.78
Wilson	42,918	0.48%	0	0.00%	$7,472.92	$7,472.92
Winkler	7,110	0.08%	0	0.00%	$1,238.00	$1,238.00
Wise	59,127	0.66%	0.5	0.38%	$16,211.94	$16,211.94
Wood	41,964	0.47%	0.3	0.23%	$10,856.83	$10,856.83
Yoakum	7,879	0.09%	0	0.00%	$1,371.90	$1,371.90
Young	18,550	0.21%	0.2	0.15%	$5,596.62	$5,596.62
Zapata	14,018	0.16%	0.1	0.08%	$3,624.17	$3,624.17
Zavala	11,677	0.13%	0	0.00%	$2,033.21	$2,033.21

AGENDA ITEM **October 12, 2015**

Receive and file completed fiscal year Grant for Routine Maintenance Program between Jefferson County, Texas and the Department of Transportation for Grant TxDOT CSJ No: M1620BMPT.

RECEIVED SEP 24 2015

Texas Department of Transportation

AVIATION DIVISION
125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

September 11, 2015

The Honorable Jeff Branick
Jefferson County Judge
1149 Pearl Street 4th Floor
Beaumont, Texas 77701

TxDOT CSJ No.: M1620BMPT

Dear Judge Branick:

We are pleased to return to you the completed fiscal year 2016 Grant for Routine Airport Maintenance Program between the County of Jefferson and the Texas Department of Transportation. By receipt of this letter the County of Jefferson is given notice to proceed for work as described on Attachment A – Scope of Services of the grant. Under this new agreement all work described in Attachment A shall be accomplished by August 31, 2016.

The Scope of Services of the grant includes a generic list of normal airport maintenance or service items under "General Maintenance" to try and reduce the number of amendments necessary to complete the grant. Special projects such as construction of new improvements or items that are not normal maintenance or services will need to be listed separately under the appropriate category, and any new special project that comes up during the grant year will need an approved amendment to be included on the Scope of Services.

A reimbursement request form is attached along with a project summary table - please list all invoices by date, description, related project, and amount on the attached table, or submit this information in your own spreadsheet or table. Be sure to include invoices (please do not include purchase orders and check copies) with the reimbursement request, and remember that we cannot pay for invoices dated before the grant is executed by the state. Reimbursement requests can be e-mailed to AVNPAYCOM@TXDOT.GOV or mailed to TxDOT Aviation Division, Attn. Megan Caffall, 125 E. 11th Street, Austin, Texas 78701-2483. FY2016 reimbursement requests will be accepted through September 30, 2016.

Keith Horn, Beaumont District, is the RAMP Coordinator for the grant work and will handle all technical and management aspects of any airport routine maintenance performed by the TxDOT District.

We look forward to the successful completion of this maintenance grant at the Jack Brooks Regional airport. If you need any further information or assistance, please call me at 1-800-687-4568 (800-68-PILOT) or e-mail me at megan.caffall@txdot.gov .

Sincerely,

Megan Caffall

Megan Caffall
RAMP Program Manager

cc: Keith Horn, Beaumont District

Enclosures

TEXAS DEPARTMENT OF TRANSPORTATION - DIVISION OF AVIATION
RAMP GRANT - Request for Reimbursement Form

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SECTION A [TxDOT COMPLETES 1-5]

End of Service: 8/31/2016

P.O. Number_____

Estimated Due Date:_____

Receipt No._____
Project ID: 42M1620BMPT
Dept. ID 4200 PC BU: 60175
Activity AVN-NP Source 870
App. Class: 13024 Fund 0006
Account 7612

Airport: Jack Brooks Regional
Name of Payee: County of Jefferson
Texas Payee Identification Number: 17460002912052
Address: 1149 Pearl – Courthouse, Beaumont TX 77701

Date Received: _____

FY: 2016

1. Grant Amount $ 50,000.00
2. Less Previous Approved Payments $_____
3. **AMOUNT APPROVED THIS PAYMENT** **$**_____

APPROVAL:

4. Project Manager_____ Date_____
5. Grant Manager_____ Date _____

==========

SECTION B: [SPONSOR COMPLETES 1-7]

1. **Final Reimbursement Request [ ] Yes [ ] No**
2. **DATE OF REQUEST:**_____
3. Request No.:_____
4. Total amount for invoices attached $_____
5. Less 50% Sponsor Share $_____
6. AMOUNT OF THIS PAYMENT REQUEST $_____

ATTACH COPY OF INVOICES TO THIS REQUEST

7. **CERTIFICATION OF SPONSOR**

I, _____, do hereby certify that I am _____,
(Title of person certifying)

and that I am duly authorized to make this certification for and on behalf of the County of Jefferson. I further certify that the attached invoice is correct and that it corresponds in every particular with the supplies and/or services contracted for. I further certify that the account is true, correct, and unpaid.

_____
SIGNATURE

If e-mailing this Request for Reimbursement please send to AVNPAYCOM@TXDOT.GOV

TEXAS DEPARTMENT OF TRANSPORTATION – DIVISION OF AVIATION
M1620BMPT
RAMP Grant Summary of Expenditures

Date Grant Executed by the State: September 11, 2015

Invoice Date	Invoice From:	Related Project	Amount

TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT CSJ No.: M1620BMPT

Part I - Identification of the Project

TO: The County of Jefferson, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Jefferson, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Jack Brooks Regional Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or $50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

   Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

   Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2016, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:

   a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and

   b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and

   c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and

   d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

   e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and

   f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

   g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

   h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

   i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

   a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;

   b. enter into contracts as necessary for execution of scope of services;

   c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;

e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The County of Jefferson, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 8th day of September, 2015.

The County of Jefferson, Texas
Sponsor

Witness Signature

Sponsor Signature

Airport Director
Witness Title

County Judge
Sponsor Title

Certificate of Attorney

I, Katheen Kennedy, acting as attorney for the County of Jefferson, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at 1:50p, Texas, this 8 day of September, 2015.

Witness Signature

Attorney's Signature

Airport Director
Witness Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

David S. Fulton, Director
Aviation Division
Texas Department of Transportation

Date: September 11, 2015

Attachment A
Scope of Services
TxDOT CSJ No.:M1620BMPT

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	$100,000.00	$50,000.00	$50,000.00
Special Project	$0.00	$0.00	$0.00
Special Project	$0.00	$0.00	$0.00
Special Project	$0.00	$0.00	$0.00
Special Project	$0.00	$0.00	$0.00
Special Project	$0.00	$0.00	$0.00
TOTAL	$100,000.00	$50,000.00	$50,000.00

Accepted by: The County of Jefferson, Texas

Signature

Title: County Judge

Date: 9-8-2015

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M1620BMPT

The County of Jefferson does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The County of Jefferson, Texas
(Sponsor)

By: _____

Title: County Judge

Date: 9-8-2015

Certification of State Single Audit Requirements

I, Alex Rupp, do certify that the County of Jefferson will comply with all
(Designated Representative)
requirements of the State of Texas Single Audit Act if the County of Jefferson spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Jefferson will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

_____
Signature

Airport Director
Title

9-8-2015
Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M1620BMPT

The County of Jefferson designates, Jeff Branick, Jefferson County Judge
(Name, Title)
as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The County of Jefferson, Texas
(Sponsor)

By: _____

Title: County Judge

Date: 9-8-2015

DESIGNATED REPRESENTATIVE

Mailing Address: 1149 Pearl Street
4th Floor
Beaumont, TX 77701

Overnight Mailing Address: 1149 Pearl St
4th Floor
Beaumont, TX 77701

Telephone/Fax Number: 409-835-8466

Email address: jbranick@co.jefferson.tx.us

AGENDA ITEM **October 12, 2015**

Consider, possibly approve County Judge to terminate Agreement with the City of Beaumont Regarding Plat Approval Authority in the Extraterritorial Jurisdiction.

COUNTY OF JEFFERSON | IN THE COMMISSIONERS COURT

STATE OF TEXAS | OF JEFFERSON COUNTY, TEXAS

ORDER TERMINATING AGREEMENT BETWEEN JEFFERSON COUNTY, TEXAS AND THE CITY OF BEAUMONT FOR PLAT APPROVAL IN THE EXTRATERRITORIAL JURISDICTION

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

The Commissioners Court of Jefferson County, Texas finds that it is in the best interest of Jefferson County, Texas and the citizens living within its unincorporated areas to terminate the AGREEMENT REGARDING PLAT APPROVAL IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT that was executed April 8, 2002.

FINDINGS OF FACT

(1) The Court finds that the agreement requires that citizens in the unincorporated areas must abide by all subdivision regulations promulgated by the City of Beaumont and that all subdivision plats must be submitted for approval with the City of Beaumont;
(2) Jefferson County has promulgated reasonable and necessary subdivision regulations to ensure that subdivisions and residential and commercial structures are properly constructed;
(3) The agreement with the City, paragraph IV. C., contravenes the mandate of Local Government Code Sec. 242.001(c) that if the City and County execute an agreement for the regulation of platting, both may not regulate subdivisions in the extraterritorial area;
(4) The County finds that it is the best interest of it citizens to require that Jefferson County issue building permits pursuant to Jefferson County Subdivision Rules and Regulations within the unincorporated areas to promote economic development and growth and to provide issuance of necessary building permits;
(5) The County is willing to enter discussions with the City with the City of Beaumont to enter into a new agreement that complies with Local Government Code 242.001.
(6) The County has the right, pursuant to paragraph VIII, to terminate this agreement by providing the City with thirty (30) days written notice of intent to terminate the agreement and said notice was provided by Judge Jeff R. Branick, County Judge, to Mr. Kyle Hayes, Beaumont City Manager, on the 14th day of July, 2015 with respect to building requirements and regulations.

IT IS HEREBY ORDERED that the provisions of the Agreement Regarding Plat Approval Authority in the Extraterritorial Jurisdiction of the City of Beaumont that relate to regulation of construction and issuance of construction permits within the unincorporated areas of Jefferson County and which are within the extraterritorial area of the City of Beaumont are hereby rescinded and terminated but the provisions that relate to approval of plats will remain in effect..

APPROVED AND SIGNED this ____ day of _____, 2015

_____
JEFF R. BRANICK, COUNTY JUDGE

_____
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

_____
COMMISSINER MICHAEL S. SINEGAL
Precinct No. 3

_____
COMMISSIONER EVERETTE ALFRED
Precinct No. 4

AGENDA ITEM NO 13 9

STATE OF TEXAS	§	AGREEMENT REGARDING PLAT APPROVAL AUTHORITY
COUNTY OF JEFFERSON	§	IN THE EXTRATERRITORIAL JURISDICTION

WHEREAS, Section 242 001, Local Government Code, requires a county and municipalities with extraterritorial jurisdiction in that county to enter into a written agreement identifying the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction (ETJ) of each such municipality, and

WHEREAS, Section 242 001 sets forth various methods of accomplishing this requirement, including allowing a county and municipality to enter into an interlocal agreement that establishes one office authorized to accept plat applications, collect plat application fees in one lump-sum amount, and provide one response to applicants indicating approval or denial of a plat application; and

WHEREAS, when this method is selected, the county and municipality must adopt one consolidated and consistent set of regulations related to plats and subdivisions of land in the ETJ; and

WHEREAS, Jefferson County (County) has determined it is desirable to allow the 23 municipalities with ETJ in the county to serve as the entity authorized to accept plat applications, collect application fees in one lump-sum amount, and provide one response to applicants indicating approval or denial of a plat application, and

WHEREAS, the City agrees to serve as the entity authorized to accept plat applications, collect application fees in one lump-sum amount, and provide one response

to applicants indicating approval or denial of a plat application for subdivision of property located in the City's ETJ; and

NOW, THEREFORE, County and City agree as follows:

I. **EFFECTIVE DATE** The effective date of this Agreement shall be April 1, 2002.

II. **APPLICABILITY** This Agreement shall apply to proposed subdivisions of property within the City's ETJ and which are not exempt from either City or County regulatory authority If a subdivision is exempt from either City or County regulatory authority, then this Agreement shall not apply, and the entity with sole regulatory authority for such subdivision may adopt and enforce any regulation permitted by law

III. **SUBDIVISION REGULATION UNDER CHAPTER 22, LOCAL GOVERNMENT CODE.** The County and the City hereby elect to regulate subdivisions in City's ETJ pursuant to Section 242.001(d)(4), Texas Local Government Code. The City shall serve as the entity authorized to accept plat applications, collect application fees in one lump-sum amount, and provide one response to applicants indicating approval or denial of a plat application for subdivision of property located in the City's ETJ Jefferson County will not accept from applicants subdivision plats for review and approval to the extent such plats propose subdivision of property which is located wholly within the municipal boundaries and/or the ETJ of the City

IV. **CITY'S RESPONSIBILITIES** The City shall

A Accept plat applications for subdivisions of property located within City's ETJ in Jefferson County

B Notify County of receipt of a plat application for subdivision of property located in City's ETJ in Jefferson County Such notification shall be by fax addressed to Jefferson County Engineer, and sent to (409) 835-8718 The notice shall clearly state that the City has received a plat application for property in City's ETJ in Jefferson County

C Enforce the subdivision regulations set forth in Attachment A

V. **COUNTY'S RESPONSIBILITIES.** The County shall·

Be responsible for making arrangements to receive copies of plats filed with the City for subdivisions of property located within City's ETJ in Jefferson County

VI. **CHANGES IN ETJ OR SUBDIVISION REGULATIONS** The City shall provide written notice to the County of (1) any proposed or actual change in the boundaries of City or the ETJ of the City, and (2) any proposed amendments to the City's subdivision regulations applicable to the City's ETJ in Jefferson County, at least sixty (60) days prior to the effective date of such change or amendment It is the intent of this section to allow the parties reasonable time to discuss proposed changes which may impact this Agreement prior to the effective date of such changes

VII. **NOTICES** All notices required to be given under this Agreement shall be sent to the respective parties at the following addresses

COUNTY	CITY
Jefferson County 1001 Pearl Street Beaumont, Texas 77701	City of Beaumont P O Box 3827 Beaumont, Texas 77704
Attn. Judge Carl Griffith	Attn Stephen J Bonczek

VIII. **TERM AND TERMINATION.** This Agreement shall be perpetual. However, either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

IX. **DEDICATIONS OF PROPERTY.** Nothing in this Agreement shall be construed as granting to the City the authority to accept dedications of property on behalf of the County. Individuals or entities desiring to dedicate property to the County, including but not limited to streets, alleys and parks, must contact the County. No property will be accepted by the County without formal approval of the Jefferson County Commissioners Court.

X. **EXTENT OF CITY'S ETJ.** The City is solely responsible for determining the boundaries of its ETJ County will rely upon City in this regard, and will not bear responsibility for any errors in determining the boundaries of City's ETJ.

XI. **AGENCY-INDEPENDENT CONTRACT.** The parties agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and of those of its agents or employees in conjunction with this Interlocal Agreement. This Agreement does not and shall not be

construed to entitle any party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party

XII. **AMENDMENT.** This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto

XIII. **BINDING AGREEMENT, AUTHORITY, PARTIES BOUND.** This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full rights and authority to enter this Agreement

XIV. **APPLICABLE LAW AND VENUE** This Agreement shall be expressly subject to the participating parties' Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable federal and state law This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action arising from this Agreement shall be in Jefferson County, Texas.

XV. **SEVERABILITY.** In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect

JEFFERSON COUNTY	CITY OF BEAUMONT
Carl Griffith, County Judge	Stephen J. Bonczek, City Manager
4-8-02	4/5/02
Date	Date

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RESOLUTION NO. 02-075

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be, and he is hereby authorized to execute an agreement, substantially in the form attached hereto as Exhibit "A," with Jefferson County as to the regulation of subdivisions in the City of Beaumont's extra-territorial jurisdiction.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of April, 2002.

- Guy N Goodson, Mayor Pro Tem -

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STATE OF TEXAS	§	AGREEMENT REGARDING PLAT APPROVAL AUTHORITY
COUNTY OF JEFFERSON	§	IN THE EXTRATERRITORIAL JURISDICTION

WHEREAS, Section 242.001, Local Government Code, requires a county and municipalities with extraterritonal jurisdiction in that county to enter into a written agreement identifying the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritonal jurisdiction (ETJ) of each such municipality, and

WHEREAS, Section 242.001 sets forth various methods of accomplishing this requirement, including allowing a county and municipality to enter into an interlocal agreement that establishes one office authorized to accept plat applications, collect plat application fees in one lump-sum amount, and provide one response to applicants indicating approval or denial of a plat application; and

WHEREAS, when this method is selected, the county and municipality must adopt one consolidated and consistent set of regulations related to plats and subdivisions of land in the ETJ; and

WHEREAS, Jefferson County (County) has determined it is desirable to allow the 23 municipalities with ETJ in the county to serve as the entity authorized to accept plat applications, collect application fees in one lump-sum amount, and provide one response to applicants indicating approval or denial of a plat application; and

WHEREAS, the City agrees to serve as the entity authorized to accept plat applications, collect application fees in one lump-sum amount, and provide one response

EXHIBIT "A"

to applicants indicating approval or denial of a plat application for subdivision of property located in the City's ETJ; and

NOW, THEREFORE, County and City agree as follows:

I. **EFFECTIVE DATE** The effective date of this Agreement shall be April 1, 2002

II. **APPLICABILITY.** This Agreement shall apply to proposed subdivisions of property within the City's ETJ and which are not exempt from either City or County regulatory authority. If a subdivision is exempt from either City or County regulatory authority, then this Agreement shall not apply, and the entity with sole regulatory authority for such subdivision may adopt and enforce any regulation permitted by law.

III. **SUBDIVISION REGULATION UNDER CHAPTER 22, LOCAL GOVERNMENT CODE.** The County and the City hereby elect to regulate subdivisions in City's ETJ pursuant to Section 242.001(d)(4), Texas Local Government Code. The City shall serve as the entity authorized to accept plat applications, collect application fees in one lump-sum amount, and provide one response to applicants indicating approval or denial of a plat application for subdivision of property located in the City's ETJ. Jefferson County will not accept from applicants subdivision plats for review and approval to the extent such plats propose subdivision of property which is located wholly within the municipal boundaries and/or the ETJ of the City.

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IV. CITY'S RESPONSIBILITIES The City shall:

A. Accept plat applications for subdivisions of property located within City's ETJ in Jefferson County.

B Notify County of receipt of a plat application for subdivision of property located in City's ETJ in Jefferson County. Such notification shall be by fax addressed to: Jefferson County Engineer, and sent to (409)835-8718. The notice shall clearly state that the City has received a plat application for property in City's ETJ in Jefferson County.

C Enforce the subdivision regulations set forth in Attachment A.

V. COUNTY'S RESPONSIBILITIES. The County shall:

Be responsible for making arrangements to receive copies of plats filed with the City for subdivisions of property located within City's ETJ in Jefferson County.

VI. CHANGES IN ETJ OR SUBDIVISION REGULATIONS. The City shall provide written notice to the County of (1) any proposed or actual change in the boundaries of City or the ETJ of the City; and (2) any proposed amendments to the City's subdivision regulations applicable to the City's ETJ in Jefferson County, at least sixty (60) days prior to the effective date of such change or amendment. It is the intent of this section to allow the parties reasonable time to discuss proposed changes which may impact this Agreement prior to the effective date of such changes.

VII. NOTICES. All notices required to be given under this Agreement shall be sent to the respective parties at the following addresses:

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CITY OF BEAUMONT

SUBDIVISION REGULATIONS

EXHIBIT "A"

COUNTY	CITY
Jefferson County 1001 Pearl Street Beaumont, Texas 77701	City of Beaumont P. O. Box 3827 Beaumont, Texas 77704
Attn: Judge Carl Griffith	Attn: Stephen J Bonczek

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X. EXTENT OF CITY'S ETJ. The City is solely responsible for determining the boundaries of its ETJ. County will rely upon City in this regard, and will not bear responsibility for any errors in determining the boundaries of City's ETJ.

XI. AGENCY-INDEPENDENT CONTRACT. The parties agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and of those of its agents or employees in conjunction with this Interlocal Agreement. This Agreement does not and shall not be

construed to entitle any party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party.

XII. AMENDMENT. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

XIII. BINDING AGREEMENT, AUTHORITY, PARTIES BOUND. This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full rights and authority to enter this Agreement.

XIV. APPLICABLE LAW AND VENUE. This Agreement shall be expressly subject to the participating parties' Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action arising from this Agreement shall be in Jefferson County, Texas.

XV. SEVERABILITY. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

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JEFFERSON COUNTY	CITY OF BEAUMONT
Carl Griffith, County Judge	Stephen J. Bonczek, City Manager
4-8-02	4-5-02
Date	Date

23

ORDINANCE NO. 83-95

ENTITLED AN ORDINANCE REPEALING CHAPTER 24 OF THE CODE OF ORDINANCES OF THE CITY OF BEAUMONT AND ENACTING A NEW CHAPTER 24 PROVIDING SUBDIVISION REGULATIONS AND REPEALING SECTION 23-8 OF THE CODE OF ORDINANCES, PROVIDING GENERAL STANDARDS FOR STREET CONSTRUCTION; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

Section 1.

Chapter 23, Section 23-8 of the Code of Ordinances of the City of Beaumont is hereby repealed.

Section 2.

Chapter 24 of the Code of Ordinances of the City of Beaumont is hereby repealed and there is hereby enacted a new Chapter 24 to read as follows:

SUBDIVISION REGULATIONS

ARTICLE I. GENERAL PROVISIONS.

Sec. 24-1. This ordinance shall be known, cited and referred to as the Subdivision Regulations of the City of Beaumont, Texas

Sec. 24-2. The statutes of the state authorizing and empowering cities to regulate the platting and recording of subdivisions or additions situated within the corporate limits or within five (5) miles of the corporate limits of such city, the same being Chapter 231, Acts of the Regular Session of the 40th Legislature of Texas, 1927, such statutes being article 974a, Vernon's Annotated Civil Statutes, are hereby adopted for and on behalf of the city, and the city acting through its duly authorized officials shall have all the rights, powers, privileges and authority authorized and granted by and through such statutes

Sec. 24-3. Purpose.

(a) The subdivision of land is the first step in the process of urban development The arrangement of parcels in the community for residential, commercial and industrial uses and for streets, alleys, schools, parks and other public purposes will determine to a large degree the conditions of health, safety, economy and amenity that prevail in the urban area. The quality of these conditions is of public interest. These regulations and standards for the subdivision and improvement of land for urban use are to make provision for adequate light, air, open space, drainage, transportation, public utilities and other needs, to insure the development and maintenance of a healthy, attractive, planned, orderly and efficient community pursuant to the official Comprehensive Plan for the City of Beaumont

(b) The goals of these regulations are as follows·

(1) To protect and provide for the public health, safety, and general welfare of the municipality

(2) To guide the future growth and development of the municipality, in accordance with the Comprehensive Plan

(3) To provide for adequate light, air, and privacy, to secure safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population

(4) To protect the character and the social and economic stability of all parts of the municipality and to encourage the orderly and beneficial development and redevelopment of all parts of the municipality.

(5) To protect and conserve the value of land throughout the municipality and the value of buildings and improvements upon the land, and to minimize the conflicts among the uses of land and buildings.

(6) To guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, schools, parks, playgrounds, recreation, and other public requirements and facilities

(7) To provide the most beneficial relationship between the uses of land and buildings and the circulation of traffic throughout the municipality, having particular regard to the avoidance of congestion in the streets and highways, and the pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the proper location and width of streets and building lines

(8) To establish reasonable standards of design and procedures for subdivisions and resubdivisions, in order to further the orderly layout and use of land, and to insure proper legal descriptions and monumenting of subdivided land

(9) To insure that public facilities are available and will have a sufficient capacity to serve the proposed subdivision

(10) To prevent the pollution of air, streams, and ponds; to assure the adequacy of drainage facilities, to safeguard the water table; and to encourage the wise use and management of natural resources throughout the municipality in order to preserve the integrity, stability, and beauty of the community and the value of the land

(11) To preserve the natural beauty and take into account the topography of the municipality and to insure appropriate development with regard to these natural features

(12) To provide for open spaces through the most efficient design and layout of the land, including the use of average density in providing for minimum width and area of lots, while preserving the density of land as established in the zoning ordinance of the municipality.

(13) To provide that the cost of improvements which primarily benefit the tract of land being developed be borne by the owners or developers of the tract and that the cost of improvements which primarily benefit the whole community be done by the whole community

(14) To ensure that street, utilities, and drainage improvements needed by the subdivision are actually installed

Sec. 24-4. Jurisdiction

(a) Except as otherwise provided herein, every owner of land situated within the City of Beaumont or within the extraterritorial jurisdiction thereof, who causes the division of such land into two (2) or more lots, building sites, parcels, units, fractional parts thereof, shall first prepare a plat in accordance with the provision of this chapter The description of such lots, building sites, units or interests by metes and bounds or by other reference in an instrument of transfer shall not exempt the transaction from the provisions of this chapter However, the addition of two tracts or lots of land into one lot or parcel does not constitute a subdivision under these regulations

(b) No building permit or certificate of occupancy shall be issued nor shall connection or service with any City utilities, such as water and sewers, be permitted for any lot, tract, parcel or premises which was created by subdivision after January 22, 1980, unless the subdivision was approved by the Planning Commission

(c) No improvements shall be started until a preliminary plat has been approved by the Planning Commission after which approval, improvements may be started in accordance with the preliminary plat and with the approval of the City Engineer of the final construction plans.

Sec. 24-5. These regulations shall supplement and facilitate the enforcement of the provisions, standards, and specifications contained in the building and housing codes, Zoning Ordinance, Comprehensive Plan, Official Street and Highway Plan and other official plans of the city Where any provision of this ordinance imposes restrictions different from those imposed by any other provision of any other city ordinance, rule or regulation or any other provisions of law, the more restrictive shall control and be reflected in the plat. No plat showing a violation of a city ordinance, rule or regulation shall be approved.

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Sec. 24-6. Definitions

(a) Usage Words in the present tense include the future, words in the singular number include the plural number and words in the plural number include the singular number; the word "building" includes the word "structure", the word "lot" includes the words "parcel", "plot", or "tract", the word "shall" is mandatory and not discretionary

(b) In the interpretation of this ordinance, the following words and terms are to be used and interpreted as defined hereinafter:

Block: A tract of land bounded by streets, or a combination of streets, public parks, railroad rights-of-way, shorelines of waterways or corporate limits.

Comprehensive Plan: Policies in graphic and textual form adopted by the City Council to govern the future physical development of the city. Such plan may cover the entire city and all of its functions and services, or may consist of a combination of plans governing specific geographic areas which together cover the entire city and all of its functions and services

Construction Plans: The maps or construction drawings accompanying a subdivision plat that show the specific location and design of all required or proposed improvements to be installed in the subdivision

Cul-de-sac: A local street with only one outlet having an appropriate terminal for the safe and convenient reversal of traffic movement

Easement: Authorization by a property owner for the use by another, and for a specified purpose, of any designated part of the area being subdivided

Final plat: The map or drawing of a subdivision and any accompanying material, as described in these regulations which, if approved by the Planning Commission, may be submitted to the County Clerk for filing

Lot An undivided tract, plot or parcel, of land intended as a unit for the purpose, whether immediate or future, of transfer of ownership or for building development.

Lot orientation The compass reading for a line drawn from a point midway between the side lot lines at the required front yard setback to a point midway between the side lot lines at the required rear yard setback

Owner. Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under these regulations.

Resubdivision: A change in an approved or recorded subdivision plat if such change affects any street layout or area reserved thereon for public use, or any lot line

Subdivider: Any person who, having an interest in land, causes it, directly or indirectly, to be divided into a subdivision.

Subdivision: Any land, vacant or improved, which is divided or proposed to be divided into two (2) or more lots, parcels, sites, units, plots, or interests for the purpose of offer, sale, lease, or development, either on the installment plan or upon any and all other plans, terms, and conditions, including resubdivision.

ARTICLE II. PROCEDURE AND PLAT REQUIREMENTS.

Sec. 24-7. Pre-application conference.

The applicant should confer with the Planning staff prior to the preparation of a preliminary plat and discuss the procedure for obtaining approval of a subdivision plat and the requirements as to the general layout and arrangement of lots, blocks and streets, and minimum design and construction requirements for streets, storm drainage, sewerage and water improvements. The Planning staff shall also advise the applicant, where appropriate, to discuss the proposed subdivision with those officials who must eventually approve those aspects of the subdivision plat coming within their jurisdiction. At the request of the secretary of the planning commission, the subdivider shall submit a master or tentative plan for all the contiguous property owned or intended for development by the subdivider as required by the secretary of the planning commission. The plan shall show a proposed future street system and lot pattern sufficient for the secretary of the planning commission to review the proposed development for general compliance with respect to surrounding land use, street connections, utilities, drainage facilities and park and open space needs

Sec. 24-8. Preliminary plat.

(a) After the pre-application conference, the applicant shall file an application for approval of a preliminary plat on forms available at the Office of the Secretary to the Planning Commission. The application shall be accompanied by a filing fee and thirty (30) copies of the preliminary plat providing the following information:

(1) The title, or name, under which the proposed subdivision is to be recorded, with the name and signature of the owner shown thereon The title shall not duplicate or be similar to the name of an existing subdivision or property Written evidence of ownership, acceptable to the City Attorney, shall be required in order to identify ownership and various easements, conditions, restrictions, and covenants pertaining to the use of the land being subdivided

(2) The meridian or north point

(3) The scale of the map shall be shown and drawn on a scale of one hundred (100) feet to the inch or larger

(4) A key map embracing the area surrounding the proposed subdivision. On this key map the tract to be subdivided shall be indicated in a distinctive manner

(5) The location of existing streets, blocks, lots, alleys, easements, building lines, parks, watercourses, ravines, bridges, culverts, present structures, the outline of wooded areas, and other natural features in the area affected, with principal dimensions, and all significant information in regard to property immediately adjacent on all sides

(6) The names or designations of existing streets or roads The names or designations of all adjoining subdivisions and properties.

(7) Proposed plan of subdivision, showing streets, blocks, lots, alleys, easements, building lines, parks and other such areas, with principal dimensions. The plan shall show how the streets and easements in the subdivision will connect with those in the surrounding subdivisions

(8) The names of proposed streets. They shall conform with the names of any existing streets of which they may be or become extensions They must not duplicate or be similar to the recognized name of any other street located elsewhere in the community

(9) The location of existing and proposed sewers, water and gas mains and other public utilities easements and improvements.

(10) The location of existing and proposed storm drainage easements and improvements (A copy of all design computations shall be submitted along with the plans)

(11) Topography is not usually required to be shown; however, if the surface is markedly uneven, the Planning Commission may require

a contour map showing contour intervals of not more than two (2) feet. Profiles of proposed streets and alleys may be required.

(12) The boundaries and flood elevations of all areas located in flood hazard areas as determined by the Flood Insurance Rate Maps (FIRM) provided by the Federal Emergency Management Agency (FEMA), under the auspices of the National Flood Insurance Program (NFIP).

(13) The location of all existing pipeline easements and information concerning the size of the pipe, type of product being transported and the pressure in the pipeline.

(14) The name of the registered surveyor responsible for preparing the plat.

(15) A list of the proposed restrictive covenants, conditions, and limitations to govern the nature and use of the property being subdivided

(b) The Planning Commission shall be required to act upon an application completed in accordance with the requirements of this ordinance within thirty (30) days from the filing date. If the plat is disapproved, the Planning Commission shall inform the subdivider in writing of the reasons for such action. If said plat be not disapproved within thirty (30) from the filing date, it shall be deemed to have been approved by the Planning Commission Approval of the preliminary plat by the Planning Commission shall also constitute the conditional approval of the final plat subject to approval by the City Engineer of all proposed improvements plans and a ministerial determination by the Secretary of the Planning Commission that the final plat is consistent with the approved preliminary plat and complies with all the requirements of this ordinance.

(c) Approval or conditional approval of a preliminary plat by the Planning Commission shall be valid for a period of twenty-four (24) months from the date of approval Failure to prepare a final plat and have it recorded in accordance with the provisions of this ordinance within twenty-four (24) months from the date of preliminary plat approval shall result in the expiration of the previous approval.

(d) (1) Before the beginning of any construction on the proposed streets or public utilities pertaining to the subdivision, complete final construction plans of such improvements in the form of plats, sketches or other satisfactory written description, certified by a registered professional engineer, shall be filed with the City Engineer. The subdivider shall submit with the construction

drawings a development and review fee as specified in section 24-31 of this chapter. These shall show such features as street cross-sections and longitudinal slope for drainage, full description of proposed pavement or street improvements, dimensions and specifications for curbing, complete design and specification data concerning public utilities to be installed showing proposed position on the ground, specifications of materials and construction, plan-profile maps of all water and sewerage lines and stormwater sewers or drainageways showing both ground-surface and flow-line, and any other pertinent information of similar nature. If any part of the proposed construction is considered unsatisfactory by the City Engineer and below the standards required, construction operations shall not be started on the affected portion until alterations are made such that the completed work shall conform to the official standard requirements of the City.

(2) Upon the completion of construction of any such utility or improvement, complete "as built" plans in detail, dated, signed and certified by the engineer in charge, shall be filed with the City Engineer showing all features as actually installed, including materials, size, location, depth of elevation, numbers, ends of lines, connections, wyes, valves, storm sewer drains, inlets and other such features Connections with city utilities will not be allowed unless and until the subdivider complies with this requirement

Sec. 24-9. Final Plat

(a) After obtaining approval or conditional approval of the preliminary plat and all construction plans by the City Engineer, the applicant, if wishing to proceed with the subdivision, shall file an application for approval of the final plat on forms available at the office of the Secretary to the Planning Commission The application shall be accompanied by a filing fee with an original reproducible film, electronic file compatible with the Jefferson County Appraisal District's Geographic Information System (GIS) computer files, and twenty-five (25) prints of the final plat Patching and the pasting of paper attachments is not acceptable All figures and lettering shall be neat and easily legible For final approval, the final plat must comply in all respects with the approved preliminary plat and provide the following information· **

(1) The title, or name, by which the subdivision is to be identified, accompanied by at least a brief general description of the tract embraced, the meridian or north point, and the scale of the map; the name of the surveyor, engineer or other person responsible for the surveys and the plat

**24-9

NOTE: Eff Sept.6, 1999, H B 1563, STATUTES of TEXAS, Property Code Sec 12 002, Amended Code as follows "including an original TAX CERTIFICATE "

(2) A definite legal description and identification of the tract being subdivided, sufficient for the requirements of title examination. This may be embodied in the title or shown elsewhere on the plat

(3) The boundaries of the subdivided property referenced to the Texas State Plane Coordinate System shall be indicated on the map in a distinctive manner with complete and accurate field notes of such boundaries, and, the location and designation of all streets, alleys and other areas intended to be dedicated to the public use, with proper dimensions

(4) The location of all adjacent streets and alleys, with their names, and the names of adjoining subdivisions.

(5) All block, lot and street boundary lines Blocks and lots shall be numbered or lettered House numbers shall be allocated to lots Building lines and easements shall be shown and shall be defined by dimensions The actual width of all streets shall be shown, measured at right angles or radially, where curved.

(6) All necessary dimensions, including linear, curvilinear and angular, shall be shown, and must be accurate. The linear and curvilinear dimensions shall be expressed in feet and decimals of a foot. The angular dimensions may be shown by bearings. Curved boundaries must be fully described and all essential information given, including the length of tangents, central angle of curve, and the chords and arcs of curve. Block corners, angle points, points of curve and points of intersection of tangents shall be shown as permanently marked on the ground. Complete dimensional data shall be given on fractional lots or tracts

(7) Bench mark elevations will be established on at least one block corner of each street intersection and in no case more than one thousand (1000) feet from any other bench mark. These elevations shall be clearly shown on the plat

(8) The description and location of permanent survey reference monuments shall be shown These shall be other than, and in addition to, markers set for block or lot corners They shall be located in suitable places throughout the subdivision and there shall be at least as many of them as there are blocks in the subdivision, but not less than two (2) in the event there is only one block in the subdivision. The distance between successive monuments along any street or reference line shall not be greater than one thousand (1000) feet

(9) A certificate of ownership in fee of all the land embraced in the subdivision or authenticity of the plat and dedication, including all properties intended for public use, signed and acknowledged by all owners of any interest in such land and properties Acknowledgement shall be in the form required in the conveyance of real estate. Approval and acceptance by all lienholders shall be included If all block corners have not been staked at the time such final plat is submitted for final approval, the owner's certificate shall include a declaration and agreement that all such corners have been staked or have been contracted to be staked

(10) A certificate by the responsible registered professional land surveyor in charge, duly authenticated, that the plat is drawn to scale, is true and correct and in accordance with the determinations of surveys actually made on the ground. If all the block corners in the subdivision have been staked at the time of final approval, the surveyor's certificate shall so declare. The surveyor's certificate shall also state whether or not the tract is within five (5) miles of the city limits, measured in a straight line between nearest points, unless this information is shown in suitable manner elsewhere on the face of the plat.

(11) All legal restrictions and requirements placed on the approval of the preliminary plat shall be indicated on the final plat

(12) Certificates of approval to be signed by the Chairman and Secretary of the Planning Commission

(13) The flood zones, boundaries and elevations of all areas located in flood hazard areas as determined by the Flood Insurance Rate Maps (FIRM) provided by the Federal Emergency Management Agency (FEMA) shall be shown on the final plat

(b) It shall be the responsibility of the Secretary to the Planning Commission to promptly file the final plat with the County Clerk. The applicant shall be responsible for paying all recording fees and costs.

(c) A minor plat may be approved by the Director of Planning The approved plat shall be signed by the Secretary and Chairman of the Planning Commission A minor plat is a final plat that consists of four or fewer lots fronting on an existing street and not requiring the creation of any new streets or the extension of municipal facilities A minor plat shall comply with all the regulations of the subdivision and the zoning ordinances The Director of Planning may, for any reason, elect to present the plat to the Planning Commission to approve the plat. The Planning Director shall not disapprove a minor plat, but shall refer any plat which he refuses to approve to the

Planning Commission within thirty (30) days of submission of the plat in his office.

(d) The Planning and Zoning Commission shall act on a plat within thirty (30) days after the date the plat is filed If the Planning and Zoning Commission fails to act on the plat within the prescribed period, the Planning and Zoning Commission on request shall issue a certificate stating the date the plat was filed and that the Planning and Zoning Commission failed to act on the plat within the thirty (30) day period The certificate is effective in place of the endorsement required for the filing of the plat

Sec. 24-10. Vacation of plats, replats and resubdivisions.

(a) Any such plan, plat or replat may be vacated by the proprietors of the land covered thereby at any time before the sale of any lot therein by a written instrument declaring the same to be vacated, duly executed, acknowledged and recorded in the same office as the plat to be vacated, provided the approval of the Planning Commission shall have been obtained as above provided, and the execution and recordation of the instrument shall operate to destroy the force and effect of the recording of the plan, plat or replat so vacated In cases where lots have been sold, the plan, plat or replat, or any part thereof, may be vacated upon the application of all the owners of lots in said plat and with the approval, as above provided, of the Planning Commission. The County Clerk of the county in whose office the plan or plat thus vacated has been recorded shall write in plain, legible letters across the plan or plat so vacated the word "Vacated", and also make a reference on the same to the volume and page in which said instrument of vacation is recorded

(b) In the event there is not compliance with Subsection (a) of this section, a replat or resubdivision of a plat, or a portion thereof, without vacation of the previous plat, is hereby expressly authorized to be recorded and shall be deemed valid and controlling, when approved, after a public hearing by the Planning Commission when:

(1) It has been signed and acknowledged by only the owners of the particular property which is being resubdivided or replatted;

(2) It has been approved by the Planning Commission or other appropriate governing body, as the case may be, after a public hearing in relation thereto at which parties in interest and citizens shall have an opportunity to be heard,

(3) It does not attempt to alter, amend, or remove any covenants or restrictions; and

(4) There is compliance, when applicable, with Subsections (c) and (d) of this section.

(c) The following additional requirements for approval shall apply in any resubdivision or replatting of a subdivision, without vacating the immediate previous plat, if any of the proposed area to be resubdivided or replatted was within the immediately preceding five years limited by any interim or permanent zoning classification to residential use for not more than two residential units per lot, or if any lot in the immediate previous subdivision was limited by deed restriction to residential use for not more than two residential units per lot.

(1) Notice of such Planning Commission hearing shall be given in advance in the following manner

a publication at least fifteen (15) days in advance of hearing being published in a paper of general circulation in Beaumont; and,

b. written notice with a copy of section 24-10 (c) (2) attached to the notice of such hearing forwarded by the Planning Commission to owners as the ownerships appear on the current tax roll of Beaumont or if the replat is in the city's extraterritorial jurisdiction, then the most recently approved county tax roll of all lots in the immediately preceding subdivision plat within two hundred (200) feet of the proposed replat not less than fifteen (15) days prior to the date of such hearing, such notice is considered served when it is deposited, properly addressed and postage paid, in a post office or postal depository within the boundaries of Beaumont.

(2) If the proposed replat is protested in accordance with this subsection, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of all members of the planning commission. For a legal protest, written instruments signed by the owners of at least twenty (20%) percent of the area of the lots or land, including streets and alleys, immediately adjoining the area covered by the proposed replat and extending two hundred (200) feet from that area, but within the original subdivision, must be filed with the secretary of the planning commission prior to the close of the public hearing

(3) Provided, however, compliance with Subdivision (1) or (2) of this subsection shall not be required for approval of a replatting or resubdividing of a portion of a prior plat if all of the proposed area sought to be replatted or resubdivided was designated or reserved for usage other than for single or duplex family residential usage by notation on the last legally recorded plat or in the legally recorded restrictions applicable to such plat

(d) Notwithstanding any other provision of this section, the Planning Commission is authorized to approve and issue an amending plat which is signed by the applicants only, and which is for one or more of the purposes set forth in the following Subdivisions (1) through (9), inclusive, and such approval and issuance shall not require notice, hearing, or approval of other lot owners This subsection shall apply only if the sole purpose of the amending plat is

(1) To correct an error in any course or distance shown on the prior plat,

(2) To add any course or distance that was omitted on the prior plat,

(3) To correct an error in the description of the real property shown on the prior plat,

(4) To indicate monuments set after death, disability, or retirement from practice of the engineer or surveyor charged with responsibilities for setting monuments;

(5) To show the proper location or character of any monument which has been changed in location or character or which originally was shown at the wrong location or incorrectly as to its character on the prior plat,

(6) To correct any other type of scrivener or clerical error or omission as previously approved by the Planning Commission; such errors and omissions may include, but are not limited to, lot numbers, acreage, street names, and identification of adjacent recorded plats;

(7) To correct an error in courses and distances of lot lines between two adjacent lots where both lot owners join in the application for plat amendment and neither lot is abolished, provided that such amendment does not attempt to remove recorded covenants or restrictions and does not have a materially adverse effect on the property rights of the other owners in the plat,

(8) To relocate a lot line in order to cure an inadvertent encroachment of a building or improvement on a lot line or on an easement,

(9) To relocate one or more lot lines between one or more adjacent lots where the owner or owners of all such lots join in the application for the plat amendment, provided that such amendment does not:

a attempt to remove recorded covenants or restrictions, or

b. increase the number of lots

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Sec. 24-11. Acceptance of Dedication Offers

Acceptance of offer of dedication of streets, utilities, public areas and parks shall be by action of the City Council. The approval by the Planning Commission of a subdivision plat shall not be deemed to constitute or imply the acceptance by the city of any street or utility easements or improvements shown on said plat.

ARTICLE III. GENERAL DESIGN PRINCIPLES AND SPECIFIC DESIGN STANDARDS AND IMPROVEMENT REQUIREMENTS.

Sec. 24-12. General Design Principles

The quality of design of the urban area is dependent on the design quality of the individual subdivisions that compose it Good community design requires the coordination of the efforts of each subdivider and developer of land within the urban area Therefore, the design of each subdivision shall be prepared in accordance with the design principles, concepts and standards in the Comprehensive Plan document which includes the Land Use Element, Transportation Elements, Community Facilities Element and Utilities Element as approved by the city and on file in the office of the City Clerk, and in accordance with the following provisions:

(a) Neighborhood Unit Concept It is intended that the urban area shall be designed as a group of integrated residential neighborhoods with appropriate activity centers and corridors and industrial areas The following design principles are central to the neighborhood unit concept:

(1) Arterial streets are routed around the perimeter of the neighborhood

(2) Collector streets should disperse local traffic to arterial streets without bisecting the neighborhood Collector streets should be designed so as to discourage their use as crosstown, arterial streets

(3) Children can walk to school and play areas through pedestrian ways or open space corridors separated from streets and the hazards of moving automobiles

(4) Residential streets should provide good access to residential units but should be planned so that they will not be used as through-traffic routes. Cul-de-sacs, curved street layouts, and light-duty surfacing should be used to promote low traffic volumes and preservation of residential character.

(5) The elementary school and neighborhood park and playground should be located in the center of the residential area while major streets are routed along the perimeter Each family should be within one-half mile of the neighborhood center

(6) Public buildings and multi-family dwellings are located so as to form a buffer between the more intense activity of the shopping center and the quiet atmosphere of the single family residential areas

(7) The neighborhood shopping center is located on arterial streets This gives good access both from within and outside of the neighborhood Residents of other areas can reach the shopping center without traveling through the neighborhood

(b) Physical conditions. The arrangement of lots and blocks and the street system should be designated to make the most advantageous use of topography, and natural physical features. Tree masses and large individual trees should be preserved The system of streets and sidewalks, and the layout and arrangement of blocks and lots should be designed to take advantage of the natural and scenic qualities of the area Land which the Planning Commission finds to be unsuitable for subdivision or development due to flooding, improper drainage, adverse earth formations, utility or pipeline easements or other features which will reasonably be harmful to the safety, health, and general welfare of the present or future inhabitants of the subdivision or its surroundings, shall not be subdivided or developed unless adequate methods are formulated by the developer and approved by the Planning Commission that will solve the problems created by the unsuitable land conditions.

(c) The following general design requirements ensure that the proposed subdivision is coordinated with its immediate neighbors with respect to land use, street connections, utilities, drainage facilities, and the possible dedication of parks and open spaces

(1) When a tract is subdivided into larger than normal building lots, such lots shall be so arranged as to permit the logical location and opening of future streets and possible resubdivision of lots with provision for adequate utility easements and connections.

(2) When the plat to be submitted includes only part of the contiguous property owned or intended for development by the subdivider, a tentative plan of a proposed future street system for the unsubdivided portion shall be prepared and submitted by the subdivider

(3) The subdivision plat shall provide for the logical extension of abutting and proposed utilities and drainage easements and improvements in order to provide for system continuity and to promote future development of adjacent areas

Sec. 24-13. Streets

The arrangement, classification, character, extent, width, grade and location of all public and private streets shall conform to the Major Street and Highway Plan, the official street construction standards and the official street construction specifications of the City and shall be designed in accordance with the following provisions.

(a) The subdivider shall be required to dedicate appropriate right-of-way for major arterial streets required within or abutting said subdivision in

accordance with the Street and Highway Plan. The right-of-way required for major arterial streets shall be from eighty (80) feet to one hundred twenty (120) feet in width as may be required. The payment width of arterial streets shall be forty-four (44) feet to one hundred (100) feet from face to face of curb including channelization and storage lanes as may be appropriate

(b) The subdivider shall be required to dedicate appropriate right-or-way for minor arterial streets required within or abutting said subdivision in accordance with the Street and Highway Plan. The right-of-way required for arterial streets shall be from sixty (60) feet to ninety (90) feet in width as may be required. The pavement width of arterial streets shall be thirty-six (36) feet to sixty (60) feet from face to face of curb including channelization and storage lanes as may be appropriate.

(c) Industrial streets, as required, shall be constructed by the subdivider. The right-of-way required for industrial streets shall be a minimum of seventy (70) feet in width. The pavement width of industrial streets shall be a minimum of forty (40) feet from face to face of curb. The city will pay the difference in pipe size costs when a larger storm sewer pipe than adequate for a particular subdivision is required by the city

(d) Collector streets and minor collector streets shall be constructed in new subdivisions by the subdivider. A street serving more than 64, but less than 450 dwelling units, shall be a minor collector street with a right-of-way of no less than sixty (60) feet and a thirty six (36) foot face of curb to face of curb pavement. A street serving more than 450 dwelling units shall provide access to an arterial as a collector street with a minimum right-of-way of sixty five (65) feet and a pavement of forty five (45) feet face of curb to face of curb. Collector streets should not be developed with direct driveway access or parking. The city will pay the increase in cost when a larger storm sewer pipe than adequate for a particular subdivision is required by the City The increase in cost for a larger pipe will be calculated by determining the increase in pipe cost and multiplying by two (2)

(e) Residential streets shall be constructed in new subdivisions by the subdivider The right-of-way required for residential streets shall be fifty (50) feet in width Pavement width shall be twenty-six (26) feet from face to face of curb A single outlet residential street shall serve no more than 32 dwelling units. A double outlet residential street, such as a loop configuration, shall serve no more than 64 dwelling units. The City will pay the increase in cost when a larger storm sewer pipe than adequate for a particular subdivision is required by the City. Increase in cost for a larger pipe will be calculated by determining the increase in pipe cost and multiplying by two (2) Roll-type curbs are allowed

(f) Minor residential streets shall be constructed in new subdivisions by the subdivider. The right-of-way required for minor residential streets shall be

forty (40) feet in width. Pavement width shall be twenty (20) feet from face to face of curb. Minor residential streets are either cul-de-sac streets servicing less than fifteen (15) dwelling units or one-way loop streets with no on-street parking that service less than twenty (20) dwelling units The City will pay the increase in cost when a larger storm sewer pipe than adequate for a particular subdivision is required by the City. Increase in cost for a larger pipe will be calculated by determining the increase in pipe cost and multiplying by two (2). Roll type curbs are allowed.

(g) Offsets in street alignment shall be avoided When a subdivision street is intersected by two other subdivision streets, the intersecting streets should form a four-leg intersection or two three-leg intersections offset at their centers by at least one-hundred fifty (150) feet. In the case of two (2) collector or arterial street intersections, a larger street offset may be required to allow for left turn storage between intersections. Intersections of five (5) or more approaches shall be avoided The preferred angle of intersection of intersection streets is ninety (90) degrees Acute angles between streets in subdivisions at their intersection shall be avoided, provided, that when intersecting angles sharper than eighty (80) degrees are deemed necessary by the City, the property line in the small angle of the intersection shall be rounded, or otherwise located, so as to permit the construction of curbs having a radius of not less than twenty-five (25) feet without decreasing the normal width of the sidewalk area.

(h) A cul-de-sac shall be no more than eight hundred (800) feet long, unless topography, density, adequate circulation, or other unusual conditions necessitate a greater length, and shall terminate at a circle with a minimum right-of-way radius of fifty (50) feet and a pavement radius of thirty three (33) feet back to back of curb

When the Planning Commission determines that there is a reasonable expectation that a dead-end street will be extended within two (2) years, construction of a temporary cul-de-sac may be approved The Planning Commission may waive temporary cul-de-sac requirements for dead-end streets when the street is less than two hundred (200) feet in length The portion of the temporary cul-de-sac which will serve as an extension of the street shall be constructed in accordance with the city standards and that additional portion of the temporary cul-de-sac shall be in accordance with the city standards for a permanent cul-de-sac or a cement stabilized base with an asphaltic concrete surface. The pavement radius shall be twenty-five (25) feet within a fifty-foot (50') right-of-way (in fee or easement) No parking shall be allowed on a street terminating with a temporary cul-de-sac No curb shall be required on a temporary cul-de-sac

If the street extension is not under construction within two (2) years of the date of city acceptance of the dead-end street on which a temporary cul-de-sac was permitted, then the developer shall construct a permanent cul-de-sac in

accordance with city standards within six (6) months of the end of the two-year period.

When the street is extended, the developer shall remove the temporary portion of the cul-de-sac and install curbs and other improvements necessary to conform with city standards. Driveways shall be extended from the existing driveways to connect to the street after the extension

(i) Where a residential subdivision borders on or contains an existing or proposed arterial street, the Planning Commission shall require that access to such streets be limited by:

(1) The subdivision of lots so as to back into the primary arterial and front onto a parallel local street with a nonaccess reservation strip along the rear property line to prevent access from the arterial;

(2) Providing a series of cul-de-sacs, U-shaped local streets, or short loops entered from and designed generally at right angles to a parallel street, with the rear lot lines of their terminal lots backing into the arterial street.

(j) Residential and minor residential streets should be designed so that at least eighty (80) percent of the buildings in the subdivision can be oriented on streets parallel to nine (9) degrees south of west, with a possible variation to six (6) degrees north of west, or to twenty-five (25) degrees south of west Exceptions to this required orientation may be granted when it is shown that strict compliance is infeasible due to the size, configuration, or orientation of the property, the nature of surrounding development, circulation patterns, improved design or existing physical features of the site

(k) Rural streets may be provided in neighborhoods zoned Agricultural-Residential (A-R) or outside the city limits, but within our extraterritorial jurisdiction with lots conforming to the A-R District A single outlet rural street shall serve no more than 24 dwelling units and may be eight hundred (800) feet long as a cul-de-sac A rural street shall have a sixty (60) foot right-of-way with a twenty (20) foot concrete pavement Curbs are not required and open road side ditches may be used for drainage. No parking shall be allowed along a rural street right-of-way Street lights shall be at each street intersection, but may be spaced at an average of 600 feet between intersections

Sec. 24-14. Alleys

The minimum width of any alley shall be twenty (20) feet, except that where both sides abut residential property a fifteen (15) foot alley may be used, with an easement

and building line on both sides of at least two and one-half (2 1/2) feet and a five (5) foot cutoff at all acute corners.

Sec. 24-15. Sidewalks

(a) A Certificate of Occupancy and Compliance for a lot shall not be issued until the sidewalk requirements for that lot are met. Sidewalks shall be installed before the final plat may be filed or a bond or cash payment as allowed by section 24-26 (a) or (b) may be provided that guarantees the sidewalk will be installed within two (2) years of the final plat. A building permit includes the construction of any sidewalk that may be required for that lot Sidewalks on at least one side of the public right-of-way with a minimum width of four (4) feet shall be installed by the subdivider along the following routes:

(1) On all "safe school routes". "Safe school routes" shall be those which have been developed and designated by the Planning and Zoning Commission with necessary assistance from the Transportation Department and appropriate affected school authorities.

(2) On all arterial and collector streets.

(b) Where sidewalks are required, the Planning Commission is further authorized to designate and determine, in accordance with established criteria, whether sidewalks are required on both sides or one side of a given street, and shall insure that its decision with reference to sidewalks is communicated to the appropriate departments of the City.

Sec. 24-16. Easements

(a) Minimum utility easements of between ten (10) and twenty (20) feet shall be provided along rear and side lot lines when necessary for use by public and private utilities. Provided, however, that the Planning Commission may require easements of greater width for the extension of main storm sewers, water lines or sanitary sewers and other utilities when it is deemed necessary

(b) Minimum drainage easements shall be required when a subdivision is traversed by a watercourse, drainage channel, stream or underground conduits Minimum easements shall be adequate to provide for the drainage requirements as determined by the City Engineer or any local drainage districts

(c) Utility easements should be laid out with the following widths and locational order for each facility.

(1) A 20 foot perimeter easement beginning at the property line; the phone line should be offset 3.5 feet, the electrical lines offset 7 feet and the poles 9 feet, the sanitary sewer offset 13 feet, the cable television offset 16 feet and gas line offset at 18 feet.

(2) For a 20 foot back to back easement beginning at the north or east line of the easement, the phone line should be offset 2 feet, the electrical lines offset 5 feet and the poles 7 feet, the sanitary sewer line offset 12 feet, the gas line offset 16 feet, and the cable television line offset 18 feet.

(3) For a street right-of-way utility layout, the storm sewer should be 1.5 feet behind the curb, the gas line 5 feet, the sanitary sewer 7 feet with the water line on the other side of the right-of-way, electrical lines 10 feet, cable television 12 feet and telephone at 14 feet A 5 foot utility easement adjacent to both sides of the right-of-way is required.

(4) All utilities placed underground shall be at a depth of not less than 24 inches measured from top of curb or pavement

(5) Storm sewers shall be located within a dedicated right-of-way or a dedicated storm sewer easement, but not within a utility easement.

Sec. 24-17. Blocks

The lengths, widths, and shapes of blocks shall be determined with due regard for the following

(a) Blocks used for residential purposes should be of sufficient width to allow for two (2) tiers of lots of appropriate depth. Exceptions to this standard shall be permitted in blocks adjacent to major streets, railroad, or waterways.

(b) Maximum block lengths for residential use should not exceed one thousand two hundred (1200) feet. Wherever practical, blocks along arterials should not be less than one thousand (1000) feet in length

Sec. 24-18. Lots.

(a) Lots shall have a minimum width, depth and area of not less than that required by the zoning ordinance for the zoning district in which the lots are located. All lots shall abut a public or private street and shall abut the street no less than the required lot width for that lot with the exception of cul-de-sacs which shall have no less than twenty five (25) feet of frontage. Minimum lot widths within the extra territorial jurisdiction (ETJ) shall be based on proposed use corresponding to the zoning requirements if developed within the city limits. Provided, however, that corner lots in RS, Residential Single-Family Dwelling Districts, shall have a minimum lot width of sixty

(60) feet. Side lot lines should be approximately at right angles or radial to street lines.

(b) The layout and arrangement of residential lots should provide for at least eighty (80) percent of the lots to have a north/south lot orientation which permits buildings to be oriented to the south with their long axis running east/west. To ensure maximum solar access opportunities, radial lot line requirements may be modified to permit lot lines to be aligned from north to south on streets which do not have the east/west orientation

(c) Whenever a residential lot abuts two streets, one of which is an existing or proposed arterial street, the Planning Commission may require access on the nonarterial street and nonaccess reservation along the rear property line Lots at major street intersections and at all other points where traffic flow may be affected shall be rounded, or otherwise located, so as to permit the construction of curbs having a radius of not less than twenty-five (25) feet without decreasing the normal width of the sidewalk area

Sec. 24-19. Street lights

(a) Street lights are required in all subdivisions developed after the effective date of this ordinance, consistent with the following criteria

(1) The minimum capacity of residential luminaries shall be one hundred (100) watt high pressure sodium (8500 lumens) or an approved equal.

(2) Street lights shall be installed at all intersections and at additional locations not less than two hundred (200) feet apart Locations shall be designated so as to provide an average separation of approximately two hundred fifty (250) feet Variations shall occur only where lot widths and/or other conditions necessitate

(3) The subdivider, in cooperation with Gulf States Utilities Company, shall designate proposed street light locations on the preliminary plat.

(4) The Director of Transportation shall approve street light locations and may require relocation of designated street lights and/or addition or deletion of street lights

(b) All costs associated with the construction and installation of street lights in subdivisions developed after the effective date of this ordinance shall be paid by the subdivider. Payment of said costs shall be a prerequisite to approval of the final plat of the subdivision.

(c) Upon installation and acceptance of any public street light at a location

established in accordance with the above guidelines, the City shall assume the monthly power and maintenance cost charges set in the current rate schedule.

Sec. 24-20. House numbers.

House numbers will be allocated to lots. The house numbers will be coordinated with the master plan of house numbers within the city limits, i.e , one house number to be allocated for each twenty (20) foot strip of lot width, the even numbers on one side of the street beginning with ten (10) and the odd numbers on the other side of the street beginning with five (5)

Sec. 24-21. Street monuments, survey monuments and lot markers.

(a) Concrete monuments, eight (8) inches in diameter by thirty (30) inches long, shall be placed at all corners of boundary lines and at curve points and angle points of a subdivision, and in any case, not more than one thousand (1000) feet apart. The exact intersection point on the monument shall be marked by a copper pin one-fourth (1/4) of an inch in diameter embedded at least three (3) inches in the monument. The top of the monument shall be placed flush with the natural ground or in the event grading is required it shall be placed flush with the finished grade.

(b) The description and location of permanent survey reference monuments shall be shown. These shall be other than, and in addition to, markers set for block or lot corners They shall be of concrete, of the same type as street monuments, and wherever practical, they shall be set so that the top of the monuments will be not less than twelve (12) inches below the ground surface after contemplated improvements are completed.

(c) Lot markers shall be metal, concrete or other reasonably permanent material and shall be placed flush with the ground, or countersunk, if necessary, in order to avoid being disturbed

Sec. 24-22. Water and sanitary sewers

Utility easements and water and sewer facilities shall be provided by the subdivider in accordance with the standards and specifications for minimum water and sanitary sewer requirements on file in the Office of the Water Utilities Director for the City of Beaumont.

Sec. 24-23. Drainage and storm sewers

The subdivider shall provide for all storm water easements and improvements in accordance with the plans approved by the City Engineer. Such plans shall be identical to the plans which were submitted for purposes of approval of the preliminary and final plat

Sec. 24-24. Shade trees in single-family residential districts.

As a requirement of subdivision approval, the subdivider shall plant or retain one (1) shade tree in the required front yard of each lot Acceptable shade trees shall include oaks, pines, Chinese tallows, elms, ginkgos (male preferred), sycamore, or other similar native shade tree species Such trees shall be a minimum of six (6) feet in height immediately upon planting and have a two (2) inch caliper measured eighteen (18) inches from the ground.

ARTICLE IV. ASSURANCE FOR COMPLETION OF IMPROVEMENTS.

Sec. 24-25. Completion of improvements.

Before the final plat is signed by the Chairman of the Planning Commission and filed by the Secretary of the Planning Commission, the subdivider shall complete, in a manner satisfactory to the City Engineer, all improvements required in these regulations as approved by the Planning Commission Final plat approval and recordation shall not be granted until the subdivider has dedicated by instrument on the plat all public easements, property, and improvements, free and clear of all liens and encumbrances, and they have been accepted by the City Council.

Sec. 24-26. Alternatives to completion of improvements

In lieu of requiring the completion of all improvements prior to the approval and recording of the final plat, the City Council may, at its discretion, enter into a contract with the subdivider whereby the subdivider shall provide one of the following guarantees.

(a) The applicant shall post cash, a payment and performance bond, or an irrevocable letter of credit payable to the City of Beaumont in an amount equal to 130% of the estimated cost. This amount shall include the City's cost of administering the completion of the improvement in the event the subdivider defaults as provided herein The security shall be deposited with the City or in escrow with a bank at the option of the City. Such bond or letter of credit shall comply with all statutory requirements and shall be satisfactory to the City Attorney as to form, sufficiency, and manner of execution as set forth in these regulations. The period within which required improvements must be completed shall be specified by the Planning Commission and shall be incorporated in the bond or letter of credit In those cases where a bond or letter of credit has been posted and the required improvements have not been installed within the terms of the bond or letter of credit, the government body may thereupon declare the bond or letter of credit to be in default and require that all of the improvements be installed

(b) If a bank escrow is chosen, or if a letter of credit is submitted, the subdivider shall file with the City an agreement between the bank and the subdivider guaranteeing the following:

(1) That the funds of said escrow account shall be held in trust until released by the City and may not be used or pledged by the subdivider as security in any other matter during that period;

(2) And that in the case of a default on the part of the subdivider, the bank shall immediately make the escrowed funds available to the City for use in the completion of the required improvements

(c) (Reserved)

(d) In those cases where improvement guarantees have been made under the provisions of this section of the ordinance, the amount of the required guarantee may be reduced by the City Manager upon acceptance of the dedicated portion of the required improvements. The amount of the reduction shall not exceed the percentage which the newly accepted improvements are of all originally required improvements. In no case, however, shall the guarantee be reduced to less than fifteen (15) percent of the original amount Upon acceptance of the dedication of the final portion of improvements, the City shall authorize the release of the remaining portion of the improvement guarantee.

Sec. 24-27. Deferral of waiver of required improvements

(a) The Planning Commission may defer, reduce, or waive at the time of plat approval, subject to appropriate conditions, the provision of any or all such improvements as, in its judgement, are not necessary in the interest of the public health, safety, and general welfare, or which are inappropriate because of inadequacy or lack of connecting facilities

(b) Whenever it is deemed necessary by the Planning Commission to defer the construction of any improvements required herein because of incompatible grades, future planning, inadequate or lack of connecting facilities, or for other reasons, the subdivider shall pay his share of the costs of the future improvements prior to approval and recording of the final plat. In lieu of a cash payment, the subdivider may use one of the other improvement guarantees set forth in Section 24-25 of this ordinance

Sec. 24-28. (Reserved)

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Sec. 24-29. Enforcement, violations and penalties, and civil remedies

(a) The provisions of this ordinance shall be administered and enforced by the City Manager or his designate

(b) Any person, firm, corporation or entity that violates or assists in the violation of any of the provisions of this ordinance, or fails to comply with any of the requirements thereof, shall be guilty of a misdemeanor and upon conviction shall be punished as provided for in Section 1-8 of the Code of Ordinances of Beaumont, Texas Each day such a violation exists shall constitute a separate offense.

(c) In order to enforce the provisions of this ordinance, the City Attorney is authorized to institute any civil action in the appropriate court upon the prior approval of the City Manager.

Sec. 24-30. Variances, exceptions and appeals.

(a) (1) Where the Planning Commission finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations or that public interest may be served by an alternative proposal, it may approve variances to these subdivision regulations so that substantial justice may be done and the public interest secured provided that such variances shall not have the effect of nullifying the general intent and purpose of these regulations; and further provided that the Planning Commission shall not approve variances unless it shall make findings based upon the evidence presented to it in each specific case that.

(a) The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property.

(b) The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property.

(c) Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict terms of these regulations are enforced

(d) The variance will not in any significant way vary the provisions of the Zoning Ordinance, Zoning Map, or Comprehensive Plan

(2) In approving variances, the Planning Commission may impose such conditions as will, in its judgement, secure substantially the objectives of the standards or requirements of these regulations

(3) A petition for any such variance shall be submitted in writing by the applicant at the time when the preliminary plat is filed for the consideration of the Planning Commission or when a final plat is filed for consideration of the Planning Commission under the terms of Section 24-3 (8) of this code The petition shall state fully the grounds for the application and all of the facts relied upon by the applicant.

(b) (1) Exceptions for lot splits: the requirements of this ordinance shall not apply to the resubdivision of industrial lots or commercial lots, when four or fewer lots are involved and the resulting lots meet all the minimum lot area, width, and depth requirements of the Zoning Ordinance

(2) Exemptions from preliminary plat requirements:

A preliminary plat shall not be required for the subdivision or resubdivision of a tract of land provided the following conditions exist or have been met:

(a) Each block and subdivided lot fronts upon a dedicated street or a private street or drive previously approved by the Planning Commission

(b) Provisions have been made for all utilities, easements, and improvements, required to serve each block and lot in accordance with the requirements of this chapter.

(c) The resulting lots meet the minimum lot area, width, depth and yard regulations for the zoning district in which the property is located, and

(d) Existing buildings and structures located on the lots are in compliance with the fire wall regulations of the building code

Applicants using this exemption from preliminary plat requirements must submit and obtain approval from the Planning Commission for the final plat. Final plats accompanied by written evidence from the various utility agencies and departments that all drainage and utilities easements and improvements are satisfactory shall be submitted not less than three (3) working days prior to the Planning Commission meeting at which consideration is requested

(3) Appeals Any applicant aggrieved by any order, requirement, decision or determination made by the Secretary of the Planning

Commission involving the administration, interpretation and enforcement of this ordinance, may appeal the decision to the Planning Commission. Such appeal shall be made by filing an application setting forth that such decision was improper in whole or in part, and specifying the grounds for the alleged impropriety

Sec. 24-31. Application fees

An application processing fee of three hundred ($300) dollars shall be paid at the time of the filing of an application for preliminary plat, final plat, replat, or vacation of a plat An application processing fee of $150 shall be paid at the time of filing of an application for a minor or amending plat. For resubdivision or replats involving advertising and public notification of surrounding property owners, an additional application processing fee of two hundred dollars ($200) shall be paid at the time of the filing of the application. When construction is required, such as on a preliminary plat, the subdivider shall pay an inspection fee equal to two (2%) percent of estimated construction cost at the time construction drawings are submitted to the City Engineer for approval or a registered professional engineer shall certify to the city that the development has been built according to the approved construction drawings and city standards after the completion of construction.

Section 3.

That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable.

Section 4.

All ordinance or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

Section 5.

Any person who violates any provision of this ordinance shall, upon conviction, be punished as provided in Section 1-8 of the Code of Ordinances of Beaumont, Texas

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of September, 1983.

/s/William E. Neild

- Mayor -

REVISIONS

Ordinance 83-145, October 25, 1983, Sections 24-8(a) and 24-9(a)

Ordinance 85-113, November 19, 1985, Sections 24-10(d) and added Section 24-10(d)(9).

Ordinance 91-83, October 8, 1991, Sections 24-7, 24-8, 24-9, 24-10, 24-13, 24-15, 24-16, 24-17, 24-18, 24-30(b) and 24-31.

Ordinance 92-56, July 28, 1992, Section 24-26(c) deleted.

Ordinance 92-55, July 28, 1992, Section 24-9(d).

AGENDA ITEM **October 12, 2015**

Receive and file executed Interlocal Cooperation Agreement between Chambers County, Jefferson County and Southwestern Correctional, LLC, doing business as LaSalle Corrections for the purpose of housing and care for such inmates at the Jefferson County Downtown Jail.

JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH — *LAW ENFORCEMENT*
CHIEF GEORGE MILLER — *CORRECTIONS*
CHIEF MARK DUBOIS — *SERVICES*
CHIEF RON HOBBS — *NARCOTICS*

September 22, 2015

Copy

Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

Re: Interlocal Cooperation Agreement between Chambers County, Jefferson County and Southwestern Correctional, LLC, doing business as LaSalle Corrections.

Please place the following item on Commissioners' Court agenda for Monday, September 28, 2015.

Consider, possibly approve and authorize the County Judge to executed the Interlocal Cooperation Agreement between Chambers County, Jefferson County and the Southwestern Correctional, LLC, doing business as LaSalle Corrections for the purpose of housing and care for such inmates at the Jefferson County Downtown Jail.

Should you require further information, please contact my office at ext. 8662.

G. Mitch Woods

G. Mitch Woods, Sheriff
Jefferson County, Texas

STATE OF TEXAS	§	**INTERLOCAL COOPERATION**
	§	
COUNTY OF CHAMBERS	§	**AGREEMENT**

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into effective date of 28th day of September, 2015 ("Effective Date") by and between the COUNTY OF CHAMBERS, a political subdivision of the State of Texas ("COUNTY"), COUNTY OF JEFFERSON, a political subdivision of the State of Texas ("CONTRACTOR"), and SOUTHWESTERN CORRECTIONAL, LLC doing business as LASALLE CORRECTIONS, operator of the Jefferson County Jail and a Texas limited liability corporation with an address of 26228 Ranch Road 12, Dripping Springs, Texas 78620 ("OPERATOR"). COUNTY, CONTRACTOR, and OPERATOR may hereafter be referred to singularly as a "Party" or collectively as the "Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

WHEREAS, COUNTY is seeking to provide for the housing and care of certain inmates of COUNTY; and

WHEREAS, CONTRACTOR currently has excess capacity and the ability to provide housing and care for such inmates at the Jefferson County Downtown Jail ("Jail");

WHEREAS, OPERATOR currently operates the Jail on behalf of CONTRACTOR under the Jefferson County Jail Management Services Contract signed on June 28, 2011, between CONTRACTOR and OPERATOR ("Operation Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which CONTRACTOR will provide detention services for inmates of COUNTY at the Jail operated and managed by OPERATOR.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions under which CONTRACTOR will provide to COUNTY detention services for COUNTY inmates at the Jail managed and operated by OPERATOR.

ARTICLE II
TERM

2.1 The term ("Term") of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2015. COUNTY and CONTRACTOR may renew the Agreement on an annual basis for three (3) additional one (1) year periods commencing on January 1, 2016 through December 31, 2018. The Agreement shall renew automatically upon the expiration of the current term unless either COUNTY or CONTRACTOR provides the other Party with written notice of its desire not to renew the Agreement. Such notice shall be provided at least ninety (90) days prior to the expiration of the current term. All agreements between the Parties are set out in this Agreement and no oral agreements which are not contained in this Agreement will be enforceable against any Party.

2.2 Notwithstanding Article II, Section 2.01 hereof, this Agreement will terminate in the event sufficient funds are not appropriated by the Chambers County Commissioners Court to meet the COUNTY'S fiscal obligations herein, or if sufficient funds are not appropriated by the Jefferson County Commissioners Court to meet the CONTRACTOR'S service obligations agreed hereto in any fiscal year. In such event, the terminating Party agrees to give the non-terminating Party sixty (60) days' written notice prior to such termination.

2.3 The Parties hereby agree that, notwithstanding any other language to the contrary herein, either COUNTY or CONTRACTOR may terminate this Agreement with or without cause by giving to the other Party thirty (30) days' written notice of its intention to terminate. Upon termination of this agreement, return of the COUNTY inmates to Chambers County Sheriff will be transported within forty-eight (48 hours) or a time mutually determined by CONTRACTOR and COUNTY.

ARTICLE III
DESIGNATED REPRESENTATIVES

3.1 COUNTY hereby appoints Brian C. Hawthorne, Chambers County Sheriff, as its designated representative under this Agreement.

3.2 CONTRACTOR hereby appoints Mitch Woods Jefferson County Sheriff, as its designated representative under this Agreement.

3.3 OPERATOR hereby appoints Rodney Cooper, LaSalle Corrections, Executive Director, as its designated representative under this Agreement.

3.4 A Party may change its designated representatives at any time by providing the other Parties with written notice of the change pursuant to Article X, Section 10.01 herein below.

ARTICLE IV
OBLIGATIONS

4.1 CONTRACTOR agrees to provide for housing and safekeeping of inmates of COUNTY in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards ("Jail Commission"). The Parties agree that any inmate of COUNTY shall be eligible for incarceration at the Jail under this Agreement provided that the incarceration of such inmate is in accordance with the standards under the Jail Commission approved custody assessment system in· place at the Jail. CONTRACTOR understands and agrees that COUNTY shall have sole discretion as to the number of inmates of COUNTY to send to the Jail, including whether to send any inmates at all, and that COUNTY does not guarantee a minimum number of inmates to be housed in the Jail under this Agreement. Furthermore, COUNTY understands and agrees that CONTRACTOR will house COUNTY'S inmates provided the Jail has available beds.

4.2 CONTRACTOR through its contract with OPERATOR shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in the Jail, subject to the terms and conditions of this Agreement. Routine medical services provided to COUNTY'S inmates shall also be in accordance with CONTRACTOR'S Health Services Plan for CONTRACTOR'S inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.

4.3 County and OPERATOR agree that they are responsible for the transportation of inmates of COUNTY to and from the Jail twice per week, on Tuesday and Thursday, if needed, and any additional transportation will be billed at the rate of $.50 per mile and $15.00 per guard hour. COUNTY will provide a minimum 24 hour notice of the total number and identity of all inmates to be transported, both regular scheduled and special transports if possible. COUNTY will also provide 24 hour notice if no transports are needed for regular transport days.

4.4 CONTRACTOR through its contract with OPERATOR agrees to provide reasonable medical services to inmates of COUNTY only as follows:

(a) CONTRACTOR through its contract with OPERATOR shall provide routine medical services to inmates of COUNTY in the Jail, including on-site sick call (provided by on-site staff) and non-prescription, over-the-counter/non- legend and routine drugs and medical supplies; and

(b) CONTRACTOR through its contract with OPERATOR shall provide non-routine medical services to inmates of COUNTY, which are necessitated by an emergency or by a life threatening medical situation, including ambulance transportation or emergency flight if required:, at the cost of COUNTY.

In the event an inmate of COUNTY requires medical services other than those described in subparagraph (a) hereinabove, including but not limited to dental, optical services, mental health services, prescription drugs and treatments,

CONTRACTOR agrees to contact COUNTY'S Designated Representative to advise the Designated Representative of the County: (i) the identity of the COUNTY inmate; (ii) the type of the medical services and/or treatments CONTRACTOR has determined the COUNTY inmate requires; (iii) any services or treatments the COUNTY inmate has received at the Jail in connection with the illness or condition for which CONTRACTOR is contacting COUNTY'S Designated Representative; (iv) a contact name and telephone number for the representative with OPERATOR that determined the medical services and/or treatments are necessary for the COUNTY inmate; and (v) the arrangements which have been made to transport the COUNTY inmate back to Chambers County to receive the medical services and/or treatments. In addition, should a COUNTY inmate be hospitalized for any reason at a non-Chambers County facility, CONTRACTOR shall provide COUNTY with the information required in items (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the COUNTY inmate that is familiar with the COUNTY inmate's condition.

4.5 CONTRACTOR and OPERATOR understand that the detention services to be provided under this Agreement include only basic custodial care and supervision, and do not include any special educational, vocational, or other programs.

4.6 CONTRACTOR reserves the right for CONTRACTOR and/or OPERATOR to review the background of inmates sought to be transferred to the Jail, and COUNTY agrees to cooperate with and provide information reasonably requested regarding any such inmate. CONTRACTOR reserves the right to refuse acceptance of any such inmate if, in the reasonable judgment of CONTRACTOR'S Designated Representative, a particular inmate's behavior, medical, or psychological condition, or other circumstances of reasonable concern, makes the inmate unacceptable for incarceration in the Jail.

4.7 CONTRACTOR and OPERATOR further agree that should a prisoner be injured while being housed by CONTRACTOR, that CONTRACTOR and/or OPERATOR will within ten (10) hours notify COUNTY of said injury and provide COUNTY with copies of all incident reports relating to the injury.

4.8 CONTRACTOR shall only be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage or loss is caused by the fault or negligence of Contractor, its agents or employees. COUNTY shall only be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage or loss is caused by the fault or negligence of County, its agents or employees.

4.9 **INDEMNIFICATION. AS OPERATOR BENEFITS FINANCIALLY FROM THE TERMS OF THIS AGREEMENT, OPERATOR AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY CONTRACTOR, COUNTY AND THEIR OFFICIALS, EMPLOYEES,** AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS, ASSESSMENTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, THE "LIABILITIES"), INCURRED OR SUFFERED BY CONTRACTOR, COUNTY AND THEIR

OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT ARISE OUT OF OR RESULT FROM ANY CAUSE OR CLAIM OR ANY NEGLIGENT OR WRONGFUL ACT OR FAILURE TO ACT BY OPERATOR OR ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ITS SUBCONTRACTORS OR ASSIGNS, FOR LIABILITIES THAT ARISE OR RESULT FROM THE ACTS OR OMISSIONS OF OPERATOR IN ITS OPERATION OF THE JAIL UNDER THE OPERATION AGREEMENT OR THIS AGREEMENT. THIS INDEMNITY SHALL NOT COVER ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES, OR EXPENSES, INCLUDING ATTORNEYS' FEES CAUSED BY, OR RESULTING FROM, LIABILITIES THAT ARE ATTRIBUTABLE TO THE GROSS NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, COUNTY OR THEIR OFFICIALS EMPLOYEES, AGENTS OR REPRESENTATIVES OR ANY LEGAL ENTITY FOR WHOSE NEGLIGENT ACTION OR OMISSION COUNTY MAY BE LIABLE. THIS PROVISION DOES NOT AFFECT OR ALLEVIATE ANY DUTIES OF OPERATOR TO CONTRACTOR THAT EXIST PURSUANT TO THE CHAMBERS COUNTY JAIL MANAGEMENT SERVICES CONTRACT SIGNED ON AUGUST 25, 2015, BETWEEN OPERATOR AND CONTRACTOR.

4.10 CONTRACTOR shall require OPERATOR to maintain, at a minimum, and OPERATOR agrees to maintain the insurance required in the Operation Agreement, Article IX.

ARTICLE V
PAYMENT FOR SERVICES

5.1 COUNTY agrees to pay CONTRACTOR a per-diem rate for detention services under this Agreement in the amount of FORTY FIVE DOLLARS AND 00/100 ($45.00) for each inmate for each day that detention services are provided from the effective date. The Parties agree that a portion of any day shall be computed as a full day under this Agreement, and subject to the per diem rate, only on the day of arrival of the inmate to the Jail. COUNTY shall not be responsible for any pro-rated per diem fees for any partial day that includes the day of departure of any inmate.

5.2 COUNTY understands and acknowledges that only routine medical services, as described in Article IV, Section 4.04(a) hereinabove, are included in the per diem rate for detention services provided under this Agreement, and that reasonable medical expenses for services that are required to be provided pursuant to Article IV, Section 4.04(b) hereinabove shall be the responsibility of COUNTY.

5.3 CONTRACTOR and/or OPERATOR agrees to issue a monthly invoice to COUNTY addressed to the Chambers County Auditor at 404 Washington Ave, Anahuac Texas 77514, with a copy to COUNTY'S Designated Representative. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of COUNTY under this Agreement as well as the period of time for which the invoice applies. The invoice submitted by CONTRACTOR hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by COUNTY, then COUNTY agrees to notify CONTRACTOR in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice. The Parties agree that only payment of the disputed amount may be retained by COUNTY until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.

5.4 Payments by COUNTY to CONTRACTOR for the detention services provided under this Agreement must be made from current revenues available to COUNTY. The payment of funds under any provision of this Agreement by COUNTY is contingent upon an appropriation by COUNTY to cover the provisions of the Agreement. Neither COUNTY, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of COUNTY may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of COUNTY. The failure of COUNTY to appropriate sufficient funds will not cause COUNTY to be in default under this Agreement, and CONTRACTOR'S sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE VI
RECORDS

6.1 COUNTY agrees to provide CONTRACTOR and/or OPERATOR with copies of all inmate classifications and detention records applicable to each inmate that is to be detained at the Jail under this Agreement as well as any medical records or other relevant information in the possession of COUNTY for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.

6.2 Upon request, CONTRACTOR and/or OPERATOR agrees to provide COUNTY with copies of any records or reports maintained by CONTRACTOR that are applicable to the particular inmate of COUNTY relating to that inmate's detention at the Jail under this Agreement.

6.3 The Parties agree that neither CONTRACTOR nor OPERATOR shall be responsible for the computation or processing of any inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. In addition, .CONTRACTOR shall not be responsible for paperwork arrangements for any inmate that is to be transferred to the Texas Department of Criminal Justice, Institutional Division. All of the

foregoing recordkeeping and/or paperwork requirements shall continue to be the responsibility of COUNTY.

6.4 COUNTY agrees to comply with all of CONTRACTOR'S booking procedures. CONTRACTOR and/or OPERATOR hereby agree to furnish COUNTY with a copy of those procedures on, or prior to, execution of this Agreement by CONTRACTOR.

ARTICLE VII
TEXAS LAW TO APPLY

7.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE VIII
LEGAL CONSTRUCTION

8.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE IX
AMENDMENTS

9.01 No amendment, modification, or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of COUNTY, CONTRACTOR, and OPERATOR.

ARTICLE X
NOTICES

10.01 All notices to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below or at such other address as the Parties may designate. All notices given by mail shall be deemed to have been given three (3) days after the time of deposit in the United States mail and shall be effective from such date.

If to County: Judge Jimmy Sylvia
Chambers County Judge

404 Washington Ave
Anahuac, Texas 77514

With copy to:
Sheriff Brian C. Hawthorne
Chambers County Sheriff's Office
201 North Court
PO Box 998
Anahuac, Texas 77514

If to CONTRACTOR:
Judge Jeff Branick
Jefferson County Judge
1149 Pearl Street
Beaumont, Texas 77701

With copy to:
Sheriff Mitch Woods
Jefferson County Sheriff's Office
1001 Pearl Street
Beaumont, Texas 77701

If to OPERATOR:
Tim Kurpiewski
LaSalle Southwest Corrections
26228 Ranch Road 12
Dripping Springs, TX 78620

ARTICLE XI
ASSIGNMENT

11.01 No Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the written consent of the other Parties. Any attempt to assign without such approval shall be void.

ARTICLE XII
COMPLIANCE WITH LAWS AND ORDINANCES

12.01 The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement.

ARTICLE XIII
PRIOR AGREEMENTS SUPERSEDED

13.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

ARTICLE XIV
MULTIPLE COUNTERPARTS

14.01 This Agreement may be executed in counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

ARTICLE XV
PARTIES BOUND

15.01 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third-party beneficiaries to this Agreement.

EXECUTED IN TRIPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 28th DAY OF September 2015.

COUNTY OF JEFFERSON

By: _____
Jeff Branick
County Judge

ATTEST:

_____
County Clerk Administrator

APPROVED:

By: _____
Mitch Woods
Jefferson County Sheriff

COUNTY OF CHAMBERS

By: _____
Jimmy Sylvia
County Judge

ATTEST:

_____
County Clerk

APPROVED:

By: _____
Brian C. Hawthorne
Chambers County Sheriff

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

LASALLE CORRECTIONS, LLC

By: _____
Name: _____
Title: _____
Date: September 28, 2015

2016 County Holidays

January 18 (Monday)
Martin Luther King, Jr., Day

February 15 (Monday)
President's Day

March 25 (Friday)
Good Friday

May 30 (Monday)
Memorial Day

July 4 (Monday)
Independence Day

September 5 (Monday)
Labor Day

November 11 (Friday)
Veteran's Day

November 24 & 25 (Thursday & Friday)
Thanksgiving

December 26 & 27 (Monday & Tuesday)
Christmas

December 30, 2016 (Friday)
New Year's

RECEIVED OCT 07 2015

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

October 5, 2015

The Honorable Jeff Branick
County Judge, County of Jefferson
1149 Pearl St.
Beaumont, TX 77701-3638

Re: Texas Community Development Block Grant Program (TxCDBG)
Contract No. 711281, Amendment No. 2

Dear Judge Branick:

Enclosed is an executed copy of Amendment No. 2 to Contract No. 711281 between the County of Jefferson, and the Texas Department of Agriculture (TDA) for your records.

Should you have any questions or need additional information concerning this Amendment, please do not hesitate to contact your Contract Specialist, Kevin Smith at 512-936-6729 or Kevin.Smith@TexasAgriculture.gov.

Sincerely yours,

Liz Bainter
TxCDBG Contract Technician

LB/LB/lb

Enclosure

TEXAS DEPARTMENT OF AGRICULTURE
TEXAS COMMUNITY DEVELOPMENT PROGRAM

AMENDMENT NO. 2

CONTRACT NO. 711281

COUNTY OF JEFFERSON

STATE OF TEXAS

COUNTY OF TRAVIS

Section 1.

The Texas Department of Agriculture, an agency of the State of Texas, hereinafter referred to as "Department," and the County of Jefferson, hereinafter referred to as "Contractor," do hereby contract and agree to amend their original contract, as initially executed by the Department effective March 05, 2012, for the performance of community development activities.

Section 2.

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit A, Performance Statement, is revised to read hereafter as given in the Performance Statement attached to this amendment, hereinafter referred to as Exhibit A, and hereby made a part of this amendment. Exhibit A consists of two (2) pages.

Section 3.

The parties hereto agree that all of the terms of the contract identified in Section 1, including the total funded amount of $275,000.00, above shall remain in effect and shall continue to govern except to the extent that they conflict with the terms of this amendment.

Section 4.

The parties hereto agree that nothing in this amendment shall be construed as authorizing any violation of federal, state or local laws or regulations as they pertain to the contract identified in Section 1 above.

Section 5.

By the signing of this amendment, the parties hereto expressly understand and agree that this amendment shall become a part of the contract identified above in Section 1 above as though it were set forth word for word therein.

Jeff Branick, County Judge
County of Jefferson

9.8.15
Date

Approved and accepted on behalf of the Texas Department of Agriculture.

Jason Fearneyhough, Deputy Commissioner
Texas Department of Agriculture

10/1/2015
Date

This contract amendment is not effective unless signed by the Deputy Commissioner of the Texas Department of Agriculture, or his authorized designee.

AGENDA **October 12, 2015**

Consider and possibly approve a resolution regarding Commissioners Court Budgetary Responsibility.

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 12th day of October, 2015, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Michael Shane Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

COMMISSIONERS COURT BUDGETARY RESPONSIBILITY

Whereas, Texas statutes provide for the orderly conduct of county business and include provisions addressing staffing for the county and district courts in a county; and

Whereas, the Texas Local Government Code sets forth the process by which elected district, county, and precinct officers may appoint deputies, assistants, clerks, and other employees that are required in the performance of the officer's duties, and requires commissioners court approval of both the creation of, and compensation for, each such position; and

Whereas, the Texas Constitution grants district courts supervisory authority over county commissioners courts that can be invoked only when a commissioners court acts beyond its jurisdiction or when the commissioners court clearly abuses the discretion conferred upon it by law; and

Whereas, there exists almost 90 years of judicial precedent holding that a district court may not invoke its own supervisory authority over a commissioners court, and that a lawsuit challenging an action of the commissioners court is required to invoke such authority; and

Whereas, a district court's inherent power to require the legislative and executive branches of government to provide essential staffing for the court to perform its judicial functions has long been recognized by the courts of Texas to be limited and subject to principles of due process; and

Whereas, the county commissioners courts of Texas, as the sole authority responsible for setting annual budgets and assessing taxes on county residents to fund such budgets, are the appropriate bodies for making decisions of a budgetary nature within each county; and

Whereas, in the matter of *The Hon. Lonnie Cox v. The Hon. Mark Henry*, Cause No. 15CV0583, now pending in the 56th Judicial District Court, Galveston County, these fundamental principles for the orderly conduct of county business are at issue; and

Whereas, any appellate court decision in the case is likely to have statewide impact of profound importance to all counties in the state.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas supports the efforts of the Galveston County Commissioners Court to defend: (1) the well-defined authority of county commissioners courts in budget matters within each county; and (2) principles of due process applicable to district court review of county commissioners courts' decisions; and

BE IT FURTHER RESOLVED, that the Commissioners Court of Jefferson County, Texas urges other counties to support the Galveston County Commissioners Court through appropriate means, such as resolutions of support and amicus curiae.

SIGNED this 12th day of October, 2015

JUDGE JEFF R. BRANICK
County Judge

Absent
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

RATES FOR WALTER UMPHREY RV PARK

EFFECTIVE OCTOBER 19, 2015

RATES:

MONTHLY	WEEKLY	DAILY
$ 375.00	$ 110.00	$ 23.00

SENIOR RATE (for anyone over the age of 65):

MONTHLY	WEEKLY	DAILY
$ 360.00	$ 100.00	$ 20.00

Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

October 2, 2015

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of September 30, 2015, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.338%. The interest rate on funds invested in an investment account at Wells Fargo is currently .210%.

The 90 day Treasury interest rate on September 30, 2015 was .013% and the interest on your checking accounts for the month of August was .270%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda October 12, 2015, to be received and filed.

Sincerely,

Tim Funchess

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for September, 2015, including the year to date total earnings on County funds.

389

JEFFERSON COUNTY
MONTH END SEPTEMBER 30, 2015 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-Sep-15	$7,712.65	$7,712.65	100	0.210%	30-Sep-15	NONE	30	30	7580310386	WELLS FARGO	$7,712.65				$7,712.65
CDs and Securities																
FHLMC 1.20 %	23-Feb-15	$2,000,000.00	$2,000,000.00	100	1.200%	20-Feb-18	20-Aug-15	874	1093	3134G6BF9	NATIONAL ALLIANCE	$2,002,400.00	$100.12	$2,533.33	$11,800.00	$2,004,933.33
FHLMC 1.40 %	17-Aug-15	$2,000,000.00	$2,000,000.00	100	1.400%	17-Aug-18	17-Nov-15	1052	1096	3134G7MC2	COASTAL SECURITIES	$2,002,800.00	$100.14	$3,422.22	$0.00	$2,006,222.22
FHLMC 1.40%	27-Aug-15	$2,000,000.00	$2,000,000.00	100	1.400%	27-Aug-18	27-Nov-15	1062	1096	3134G7PG0	NATIONAL ALLIANCE	$2,003,300.00	$100.17	$2,644.44	$0.00	$2,005,944.44
FHLMC 1.15%	30-Jan-15	$2,000,000.00	$2,000,000.00	100	1.150%	30-Jan-18	30-Apr-15	853	1096	3134G6AL7	WELLS SECURITIES	$2,001,360.00	$100.07	$1,897.78	$11,500.00	$2,003,257.78
FHLB 1.50%	16-Jul-15	$2,100,000.00	$2,100,000.00	100	1.500%	16-Jul-18	16-Oct-15	1020	1096	3130A5NV7	NATIONAL ALLIANCE	$2,101,113.00	$100.05	$6,562.50	$0.00	$2,107,675.50
FHLMC 1.375%	30-Jul-15	$2,000,000.00	$2,000,000.00	100	1.375%	30-Jul-18	30-Oct-15	1034	1096	3134G7DM0	WELLS SECURITIES	$2,001,820.00	$100.09	$4,659.72	$0.00	$2,006,479.72
FHLMC 1.45% (NEW)	10-Sep-15	$2,000,000.00	$2,000,000.00	100	1.450%	10-Sep-18	10-Dec-15	1076	1096	3134G7TE1	NATIONAL ALLIANCE	$2,002,800.00	$100.14	$1,691.67	$0.00	$2,004,491.67
ICD-BMW Bank 1.05%*	20-Jun-14	$248,000.00	$248,000.00	100	1.050%	20-Jun-17	None	629	1096	05580AAK0	WELLS SECURITIES	$248,000.00	$100.00	$734.83	$2,604.00	$248,734.83
ICD-Discover Bk 1.10%*	26-Jun-14	$248,000.00	$248,007.47	100	1.100%	26-Jun-17	None	635	1096	254671X21	WELLS SECURITIES	$248,000.00	$100.00	$732.45	$2,728.00	$248,732.45
ICD-Ally Bank 1.15%*	26-Jun-14	$248,000.00	$248,007.81	100	1.150%	26-Jun-17	None	635	1096	02006LFK4	WELLS SECURITIES	$248,000.00	$100.00	$765.74	$2,852.00	$248,765.74
ICD-Goldman S. 1.15%*	26-Jun-14	$248,000.00	$248,007.81	100	1.150%	26-Jun-17	None	635	1096	38147JK76	WELLS SECURITIES	$248,000.00	$100.00	$765.74	$2,852.00	$248,765.74
* (Investment CD's)														$26,410.42		

	TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE	WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE			TOTAL BOOK VALUE
INVESTMENT ACCT	$7,712.65	$7,712.65							$7,712.65			
CDs and Securities	$15,092,000.00	$15,092,023.09		1.338%	0.824%	972	DAYS		$15,107,593.00			
TOTALS ALL ACCTS:	**$15,099,712.65**	**$15,099,735.74**							**$15,115,305.65**			**$15,141,716.07**

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF SEPTEMBER 30, 2015

MARKET VALUE OF PLEDGE SECURITIES	**$118,011,502.60**
BALANCE IN ALL ACCOUNTS:	**$76,989,601.84**
OVER OR (UNDER) AMOUNT:	**$41,021,900.76**
	153.28%

COMPLIANCE STATEMENT

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Tim Funchess

Tim Funchess, Jefferson County Investment Officer

SEPTEMBER 2015, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
POOLED CASH ACCOUNT												
INVESTMENT ACCT	01-Sep-15	$7,712.65	$7,712.65		0.210%	30-Sep-15		30	7580310386	WELLS FARGO	$1.43	
FHLB 1.12%	25-Aug-14	$1,000,000.00	$1,000,000.00	100	1.120%	25-Aug-17	25-Feb-15	1096	3130A2UB0	COASTAL SECURITIES	$933.33	CALLED
FHLB 1.40%	29-Jun-15	$2,000,000.00	$2,000,000.00	100	1.400%	29-Jun-18	29-Sep-15	1096	3130A5LP2	COASTAL SECURITIES	$7,000.00	CALLED
FHLMC 1.35%	29-Jun-15	$2,000,000.00	$2,000,000.00	100	1.350%	29-Jun-18	29-Sep-15	1096	3134G6Q30	NATIONAL ALLIANCE	$6,750.00	CALLED
FHLB 1.20%	27-Feb-15	$2,000,000.00	$2,000,000.00	100	1.200%	27-Feb-18	27-May-15	1096	3130A45L2	WELLS SECURITIES	$2,200.00	CALLED
												$16,884.76
CHECKING INTEREST												
POOLED CASH ACCT		SEPTEMBER INTEREST			0.270%					WELLS FARGO	$13,260.97	
OTHER COUNTY ACCTS		SEPTEMBER INTEREST			0.270%					WELLS FARGO	$682.37	
TAX LICENSE ACCT		AUGUST INTEREST			0.248%					WELLS FARGO	$104.06	$14,047.40
TOTAL		**$7,007,712.65**	**$7,007,712.65**								**$30,932.16**	**$30,932.16**

FISCAL YEAR 2014-2015

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.01%	$24,494.19	0.184%
NOVEMBER	0.03%	$14,688.14	0.185%
DECEMBER	0.04%	$46,195.44	0.188%
JANUARY	0.02%	$14,253.61	0.200%
FEBRUARY	0.02%	$25,251.01	0.200%
MARCH	0.04%	$53,155.03	0.200%
APRIL	0.01%	$28,410.06	0.218%
MAY	0.02%	$16,716.39	0.222%
JUNE	0.02%	$90,204.84	0.225%
JULY	0.09%	$28,253.50	0.226%
AUGUST	0.05%	$44,629.43	0.248%
SEPTEMBER	0.01%	$30,932.16	0.270%
ANNUAL TOTALS		**$ 417,183.80**	

Joleen E. Fregia
Chief Deputy
e-mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
e-mail
tfunchess@co.jefferson.tx.us

October 5, 2015

Judge Jeff R. Branick
County Commissioners
Jefferson County
Beaumont, TX 77701

Dear Judge and Commissioners:

Wells Fargo Bank is requesting release of the excess collateral pledged to the funds of Jefferson County and the Jefferson County District and County Clerks Trust funds, through the Bank of New York-Mellon Trust Company.

Currently we have collateral in place totaling $117,894,890 versus our $76,868,772 in deposits; 153%. The trust funds have $6,218,079 in collateral versus $5,089,739 in deposits; 122%

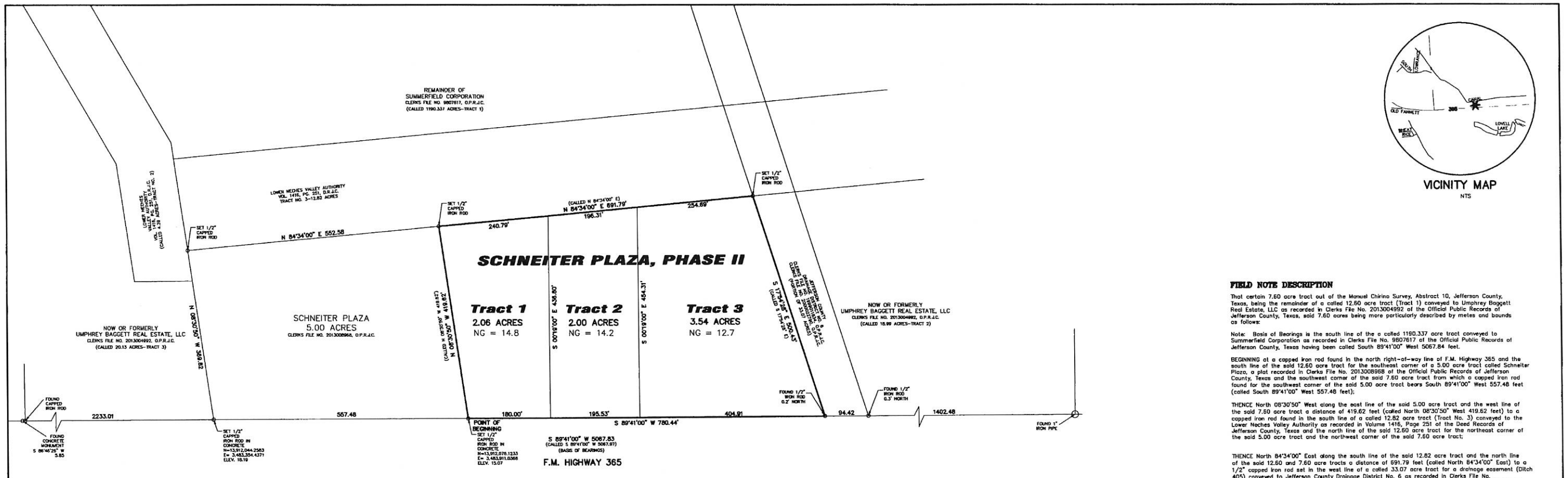
Please consider for approval this release at your next Commissioner's Court meeting.

Sincerely,

Tim Funchess, CCT, CIO
Enclosure

FOR COMMISSIONERS COURT AGENDA October 12, 2015
Agenda should read:

Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. for the funds of Jefferson County and the Jefferson County District and County Clerk's Trust fund.



VICINITY MAP
NTS

FIELD NOTE DESCRIPTION

That certain 7.60 acre tract out of the Manuel Chirino Survey, Abstract 10, Jefferson County, Texas, being the remainder of a called 12.60 acre tract (Tract 1) conveyed to Umphrey Baggett Real Estate, LLC as recorded in Clerks File No. 2013004992 of the Official Public Records of Jefferson County, Texas, said 7.60 acres being more particularly described by metes and bounds as follows:

Note: Basis of Bearings is the south line of the a called 1190.337 acre tract conveyed to Summerfield Corporation as recorded in Clerks File No. 9807617 of the Official Public Records of Jefferson County, Texas having been called South 89°41'00" West 5067.84 feet.

BEGINNING at a capped iron rod found in the north right-of-way line of F.M. Highway 365 and the south line of the said 12.60 acre tract for the southeast corner of a 5.00 acre tract called Schneiter Plaza, a plat recorded in Clerks File No. 2013008968 of the Official Public Records of Jefferson County, Texas and the southwest corner of the said 7.60 acre tract from which a capped iron rod found for the southwest corner of the said 5.00 acre tract bears South 89°41'00" West 557.48 feet (called South 89°41'00" West 557.48 feet);

THENCE North 08°30'50" West along the east line of the said 5.00 acre tract and the west line of the said 7.60 acre tract a distance of 419.62 feet (called North 08°30'50" West 419.62 feet) to a capped iron rod found in the south line of a called 12.82 acre tract (Tract No. 3) conveyed to the Lower Neches Valley Authority as recorded in Volume 1416, Page 251 of the Deed Records of Jefferson County, Texas and the north line of the said 12.60 acre tract for the northeast corner of the said 5.00 acre tract and the northwest corner of the said 7.60 acre tract;

THENCE North 84°34'00" East along the south line of the said 12.82 acre tract and the north line of the said 12.60 and 7.60 acre tracts a distance of 691.79 feet (called North 84°34'00" East) to a 1/2" capped iron rod set in the west line of a called 33.07 acre tract for a drainage easement (Ditch 405) conveyed to Jefferson County Drainage District No. 6 as recorded in Clerks File No. 2000022790 of the Official Public Records of Jefferson County for the northeast corner of the said 12.60 and 7.60 acre tracts;

THENCE South 17°54'28" East along the said west line of the 33.07 acre tract and the east line of the said 12.60 and 7.60 acre tracts a distance of 500.43 feet (called South 17°54'28" East 500.43 feet) to a point in the said north right-of-way line of F.M. Highway 365 for the southwest corner of the said 33.07 acre tract and the southeast corner of the said 12.60 and 7.60 acre tracts;

THENCE South 89°41'00" West along the said north right-of-way line of F.M. Highway 365 and the south line of the said 12.60 and 7.60 acre tracts a distance of 780.44 feet (called South 89°41'00" West) to the POINT OF BEGINNING and containing 7.60 acres of land, more or less.

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT UMPHREY BAGGETT REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 490 PARK STREET, BEAUMONT, TEXAS 77701, OWNER OF 12.60 ACRES OF LAND OUT OF THE ORIGINAL SURVEY, JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED FEBRUARY 13, 2013, AND RECORDED IN CLERK'S FILE NO. 2013004992 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 7.60 ACRES OF LAND OUT OF THE ORIGINAL SURVEY, TO BE KNOWN AS THE SCHNEITER PLAZA, PHASE II, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID UMPHREY BAGGETT REAL ESTATE, LLC, HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS VICE PRESIDENT, MICHAEL HAVARD, THEREUNTO DULY AUTHORIZED,

BY: UMPHREY FAMILY LIMITED PARTNERSHIP
A TEXAS LIMITED PARTNERSHIP, AS MEMBER

BY: HILLISTER ENTERPRISES, INC., A TEXAS CORPORATION, AS GENERAL PARTNER OF THE MEMBER

BY: _____
MICHAEL HAVARD, VICE PRESIDENT

STATE OF TEXAS
COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 16th DAY OF SEPTEMBER 2015, BY MICHAEL HAVARD, AS VICE PRESIDENT OF HILLISTER ENTERPRISES, INC., A TEXAS CORPORATION, ON BEHALF OF SAID CORPORATION AS GENERAL PARTNER OF UMPHREY FAMILY LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID PARTNERSHIP AS MEMBER OF UMPHREY BAGGETT REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY, IN THE CAPACITY HEREIN STATED.

_____
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

DEBRA CLARK
Notary Public, State Of Texas
My Commission Expires
05-25-2018

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2015, AT ____ O'CLOCK ___M., AND DULY RECORDED ON THE ____ DAY OF _____, 2015, AT ____O'CLOCK___M., IN THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, IN CLERK'S FILE NO. _____.

_____
CAROLYN L. GUIDRY, COUNTY CLERK
JEFFERSON COUNTY, TEXAS

BY: _____ , DEPUTY

RESTRICTIONS RECORDED: _____

JEFFERSON COUNTY

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

_____
DON RAO, DIRECTOR OF ENGINEERING

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE ____DAY OF _____ A.D. 2015, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

_____ _____
COMMISSIONER, PRECINCT 1 COMMISSIONER, PRECINCT 2
JEFFERSON COUNTY, TEXAS JEFFERSON COUNTY, TEXAS

_____ _____
COMMISSIONER, PRECINCT 3 COMMISSIONER, PRECINCT 4
JEFFERSON COUNTY, TEXAS JEFFERSON COUNTY, TEXAS

_____
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

COUNTY DIRECTOR OF ENGINEERING CERTIFICATE

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

_____
DON RAO, DIRECTOR OF ENGINEERING

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

_____
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

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

_____
MITCHELL LEE BRACKIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5163

STATE OF TEXAS
REGISTERED
MITCHELL LEE BRACKIN
5163
PROFESSIONAL
LAND SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME BY MITCHELL LEE BRACKIN AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21st DAY OF Sept 2015.

_____
A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

REBECCA L PELLERIN
MY COMMISSION EXP RES
May 9, 2018

NOTES:

1. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
2. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.
3. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE FANNETT SCHOOL DISTRICT.
4. PLATTED PARCELS OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE X AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL #480385 0285 C, DATED AUGUST 8, 2002. FEMA FLOOD ZONE X (AREAS OUTSIDE THE 100 AND 500 YEAR FLOOD PLAIN). FITTZ & SHIPMAN, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP.
5. UTILITY NOTES: ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY ENTERGY TEXAS, INC.
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY A.T. & T.
GAS UTILITY SERVICE WILL BE PROVIDED BY (NONE AVAILABLE)
WATER UTILITY SERVICE WILL BE PROVIDED BY WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT.
SEWER UTILITY SERVICE WILL BE PROVIDED BY (NONE AVAILABLE)
CABLE UTILITY SERVICE WILL BE PROVIDED BY (NONE AVAILABLE)
6. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
7. WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

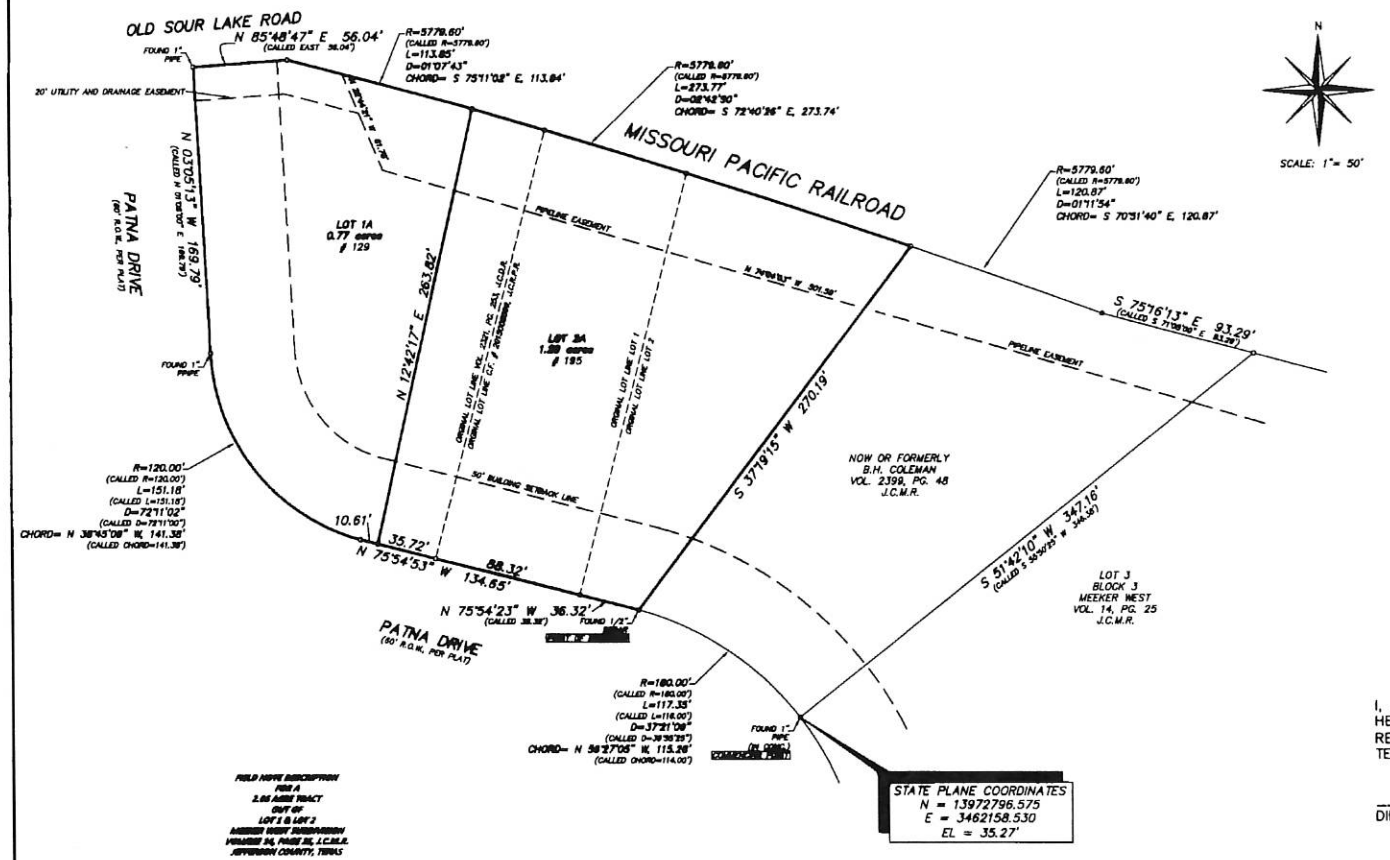
_____
WATER SUPPLY REPRESENTATIVE

8. ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.
9. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
10. BENCHMARKS: SOUTHWEST CORNER OF THIS SUBDIVISION.
11. COORDINATES ARE REFERENCED TO TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE #4204.

100 0 100 200 300
Scale: 1" = 100'

FINAL PLAT OF
A 7.60 ACRE TRACT
TO BE CALLED
SCHNEITER PLAZA, PHASE II
OUT OF A
12.60 ACRE TRACT
IN THE
MANUEL CHIRINO LEAGUE, ABSTRACT 10
JEFFERSON COUNTY, TEXAS
September 2015

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



BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE, CONVERGENCE 02°18'50", SCALE FACTOR 0.999949221, NAD 1983

FIELD NOTE DESCRIPTION FOR A 2.06 ACRE TRACT OUT OF LOT 1 & LOT 2 MEEKER WEST SUBDIVISION VOLUME 14, PAGE 25, J.C.M.R. JEFFERSON COUNTY, TEXAS

THAT CERTAIN 2.06 acre tract or parcel of land being all of Lot 1 and a portion of Lot 2 of Meeker West, a plat recorded in Volume 14, Page 25, of the Map Records of Jefferson County, Texas, also being the same tract of land conveyed to James K. Linder recorded in Volume 2321, Page 253, of the Deed Records of Jefferson County, Texas, and the same tract of land conveyed to Harris Fontenot recorded in Clerk's File No. 2015008569, of the Real Property Records of Jefferson County, Texas; said 2.06 acre tract being more particularly described by metes and bounds as follows:

(BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE, CONVERGENCE 02°18'50", SCALE FACTOR 0.999949221, NAD 1983)

COMMENCING at a 1" pipe found (in concrete) in the north right-of-way line of Patna Drive; said pipe being the southwest corner of Lot 3, Meeker West Subdivision, the southeast corner of the said Lot 2, the southeast corner of a tract of land conveyed to B.H. Coleman recorded in Volume 2399, Page 48, of the Deed Records of Jefferson County, Texas;

THENCE along the north right-of-way line of Patna Drive, the south line of the said Coleman tract and the south line of the said Lot 2, northwesterly along a curve to the left having a radius 180.00 feet (called 180.00 feet), an arc length of 117.35 feet (called 116.00 feet), a delta angle of 37°21'09" (called 36°35'25"), a chord bearing North 56°27'05" West, and a chord length of 115.28 feet (called 114.00 feet) to the POINT OF BEGINNING;

BEGINNING at a 1/2" rebar found in the north right-of-way line of Patna Drive; said rebar being the southwest corner of the said Coleman tract, the southeast corner of the said Fontenot tract, an angle point on the south line of the said Lot 2, and the southeast corner of the herein described tract;

THENCE North 75°54'23" West along the north right-of-way line of Patna Drive, the south line of the said Fontenot tract and the south line of the said Lot 2, a distance of 36.32 feet (called 36.32 feet) to a 1/2" rebar set and capped "FAUST" for the southwest corner of the said Lot 2; said rebar being the southeast corner of the said Lot 1, an angle point on the south line of the said Fontenot tract, and an angle point on the south line of the herein described tract;

THENCE North 75°54'53" West along the north right-of-way line of Patna Drive, the south line of the said Fontenot tract and of the said Linder tract, and the south line of the said Lot 1, a distance of 134.65 feet to a 1/2" rebar set and capped "FAUST" for the southwest corner of the said Lot 1; said rebar being the southwest corner of the said Linder tract and the southwest corner of the herein described tract;

THENCE along the east right-of-way line of Patna Drive, the west line of the said Linder tract and the west line of the said Lot 1, northwesterly along a curve to the right having a radius 120.00 feet (called 120.00 feet), an arc length of 151.18 feet (called 151.18 feet), a delta angle of 72°11'02" (called 72°11'00"), a chord bearing North 38°49'08" West, and a chord length of 141.38 feet (called 141.38 feet) to a 1" pipe found for an angle point on the west line of the said Lot 1; said pipe being an angle point on the west line of the said Linder tract and an angle point on the west line of the herein described tract;

THENCE North 03°05'13" West (called North 01°06'00" East) along the east right-of-way line of Patna Drive, the west line of the said Linder tract, and the west line of the said Lot 1, a distance of 169.79 feet (called 169.79 feet) to a 1" pipe found for a point on the south right-of-way line of Old Sour Lake Road; said pipe being the northwest corner of the Linder tract, the northwest corner of the said Lot 1, and the northwest corner of the herein described tract;

THENCE North 85°48'47" East (called East) along the south right-of-way line of Old Sour Lake Road, the north line of the said Linder tract and the north line of the said Lot 1, a distance of 56.04 feet to a 1/2" rebar set and capped "FAUST" for a point on the south line of the Missouri Pacific Railroad; said rebar being an angle point on the north line of the said Linder tract, an angle point on the north line of the said Lot 1, and an angle point on the north line of the herein described tract;

THENCE along the south line of Missouri Pacific Railroad tract, the north line of the said Linder tract and the north line of the said Lot 1, southeasterly along a curve to the right having a radius 5779.60 feet (called 5779.60 feet), an arc length of 113.85 feet, a delta angle of 01°07'43", a chord bearing South 75°11'02" East, and a chord length of 113.84 feet to a 1/2" rebar set and capped "FAUST" for an angle point on the south line of the Missouri Pacific Railroad tract; said rebar being an angle point on the north line of the said Linder tract, an angle point on the north line of the said Lot 1 and an angle point on the north line of the herein described tract;

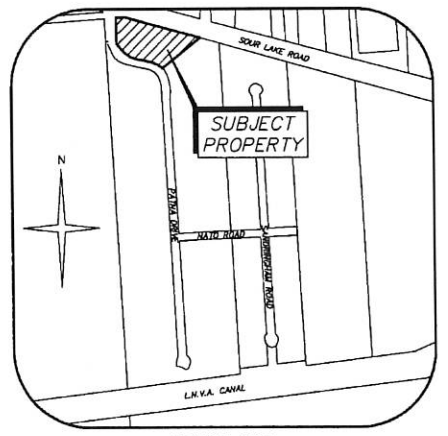
THENCE along the south line of Missouri Pacific Railroad tract, the north line of the said Linder tract and the north line of the said Fontenot tract, the north line of the said Lot 1 and the north line of the said Lot 2, southeasterly along a curve to the right having a radius 5779.60 feet (called 5779.60 feet), an arc length of 273.77 feet, a delta angle of 02°42'50", a chord bearing South 72°40'25" East, and a chord length of 273.74 feet to a 1/2" rebar set and capped "FAUST" for an angle point on the south line of the Missouri Pacific Railroad tract; said rebar being the northeast corner of the said Fontenot tract, the northeast corner of the said Coleman tract an angle point on the north line of the said Lot 2 and the northeast corner of the herein described tract;

THENCE South 37°19'15" West along the west line of the said Coleman tract and the east line of the said Fontenot tract, a distance of 270.19 feet to the POINT OF BEGINNING and containing 2.06 acres of land, more or less.

A REPLAT OF

LOT 1 & LOT 2 MEEKER WEST VOL. 14, PG. 25, J.C.M.R. INTO LOT 1A, LOT 2A

MEEKER WEST



VICINITY MAP
N.T.S.

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

_____
DIRECTOR OF ENGINEERING

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE ____ DAY OF _____ A.D. 20____, ARTHORIZING THE FILING FOR THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

_____ _____
COMMISSIONER PRECINCT NO. 1 COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS JEFFERSON COUNTY, TEXAS

_____ _____
COMMISSIONER PRECINCT NO. 3 COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS JEFFERSON COUNTY, TEXAS

_____
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

CITY PLANNING AND ZONING COMMISSION APPROVAL:

CERTIFICATE OF APPROVAL CITY OF BEAUMONT
PLANNING AND ZONING COMMISSION:

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

_____
PLANNING COMMISSION CHAIRMAN

_____
SECRETARY

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE

ON _____, 20____ AT _____ O'CLOCK ___M.

RECORDED IN _____, JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

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

_____
COUNTY CLERK, JEFFERSON COUNTY, TEXAS

BY: _____, DEPUTY

SURVEYOR NOTES:

1. THIS SURVEY WAS COMPLETED WITHOUT A TITLE COMMITMENT. EASEMENTS AND OTHER ENCUMBRANCES OF RECORD WERE NOT RESEARCHED AS PART OF OUR SERVICES. ENCUMBRANCES AND EASEMENTS MAY EXIST ON THIS PROPERTY AND ARE NOT REFLECTED ON THIS PLAT.
2. ALL PROPERTY CORNERS ARE MARKED WITH SET 1/2" REBAR CAPPED "FAUST" UNLESS SHOWN OTHERWISE.
3. LOTS SHALL BE GRADED SUCH THAT RUNOFF DOES NOT DIRECTLY DRAIN ONTO ADJACENT LOTS.
4. NEW CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
5. THIS SUBDIVISION LIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT.
6. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARDIN-JEFFERSON SCHOOL DISTRICT.
7. NEW STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
8. NEW STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
9. ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.
10. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
11. PLATTED PARCELS OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE X AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL # 48245C0110 C, DATE AUGUST 8, 2002. FEMA FLOOD X ARE AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

Faust
ENGINEERING AND SURVEYING, INC.
2525 CALDER STREET ■ BEAUMONT, TEXAS 77702
(409) 813-3410 ■ FAX (409) 813-3484

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I HARRIS R. FONTENOT, OWNER OF A TRACT OF LAND OUT OF THE MEEKER WEST SUBDIVISION, JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED MARCH 19, 2015, CLERK'S FILE NO. 2015008569, JEFFERSON COUNTY REAL PROPERTY RECORDS, DO HEREBY SUBDIVIDE 1.04 ACRES OF LAND OUT OF THE MEEKER WEST SUBDIVISION, TO BE KNOWN AS MEEKER WEST, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC, THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND I, THIS 18TH DAY OF AUGUST A.D. 2015

Harris R Fontenot
HARRIS R. FONTENOT

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HARRIS R. FONTENOT KNOWN TO ME THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 18TH DAY OF AUGUST A.D. 2015

_____
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

ANN LINDHOLM
My Commission Expires
September 06, 2017

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I JAMES K. LINDER, OWNER OF A TRACT OF LAND OUT OF THE MEEKER WEST SUBDIVISION, JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED JUNE 25, 1981, VOLUME 2321, PAGE 253, JEFFERSON COUNTY DEED RECORDS, DO HEREBY SUBDIVIDE 1.02 ACRES OF LAND OUT OF THE MEEKER WEST SUBDIVISION, TO BE KNOWN AS MEEKER WEST, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC, THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND I, THIS 18TH DAY OF AUGUST A.D. 2015

James K Linder
JAMES K. LINDER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES K. LINDER KNOWN TO ME THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 18TH DAY OF AUGUST A.D. 2015

_____
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

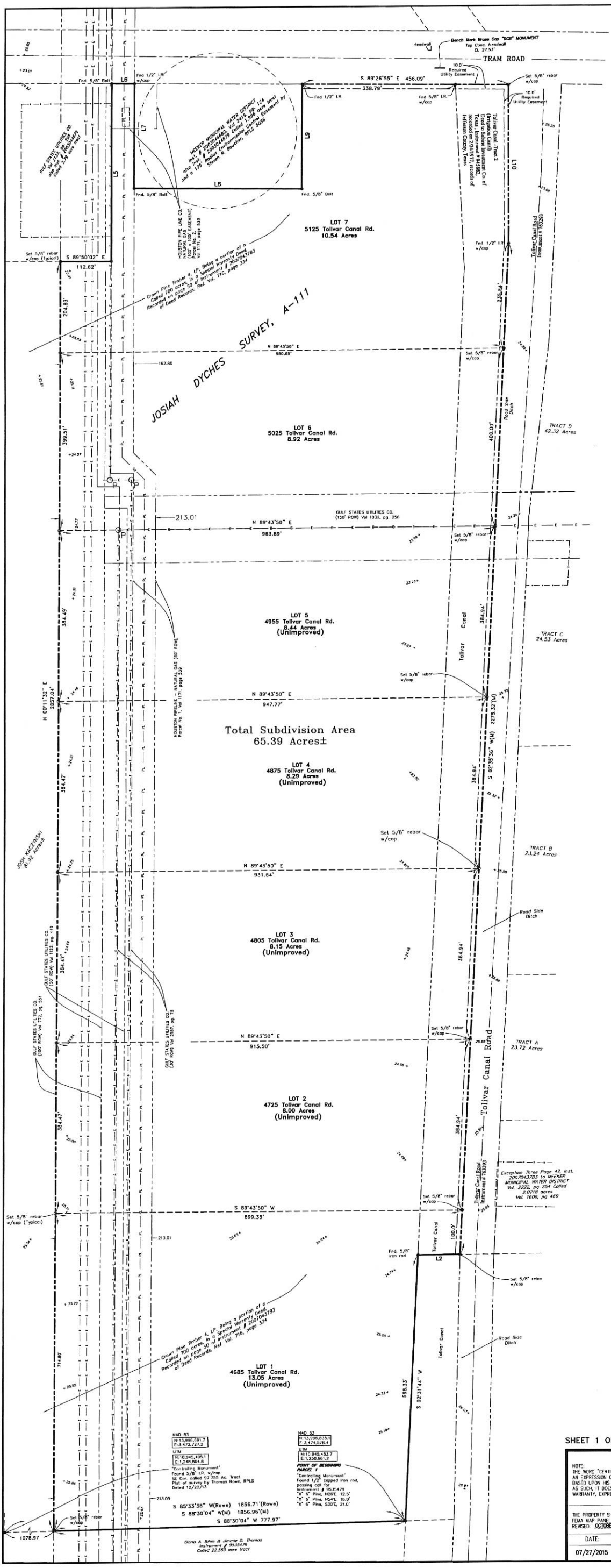
ANN LINDHOLM
My Commission Expires
September 06, 2017

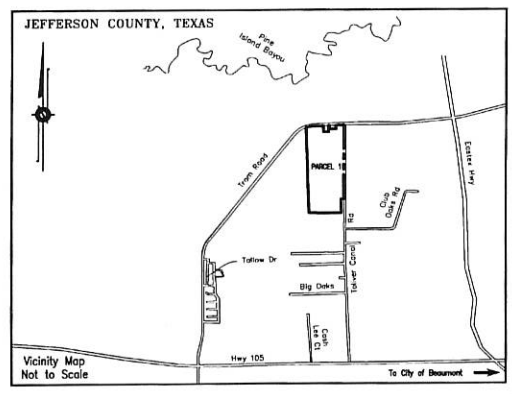
THIS IS TO CERTIFY THAT I, RICHARD F. FAUST REGISTERED PUBLIC SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL BLOCK CORNERS, LOT CORNERS, ANGLE POINTS AND POINTS OF CURVE ARE PROPERLY MARKED WITH IRON RODS; ½" X 24" WITH ORANGE PLASTIC CAPS MARKED "FAUST", AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

Richard F Faust
RICHARD F. FAUST, REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4782
ENGINEERING FIRM REGISTRATION NO. 4800
SURVEYING FIRM REGISTRATION NO. 100024-00

STATE OF TEXAS
REGISTERED
RICHARD F. FAUST
4782
PROFESSIONAL
LAND SURVEYOR

Census Tract: 114
Project No. 150127
Date: JULY 20, 2015





Stonewood Subdivision Lots 1 thru 7

Situated in:

Josiah Dyches Survey A-111

Jefferson County, Texas

SURVEYOR'S NOTES:

1) Coordinates shown hereon are UTM, Zone 15, derived from Static GPS observations obtained with Trimble R7 receiver, and processed by OPUS, Geoid 12A.

2) Elevations shown hereon are based on Static GPS Observations, using Trimble R7 Units, and processed by Opus and are relative to Mean Sea Level, NAVD88, Geoid 12B.

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

4) The servitudes and restrictions shown on this survey are limited to those set forth in the description furnished us and this plat is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.

LINE TABLE – MEASURE

LINE	BEARING	DISTANCE
L2	S 89°22'10" W	93.13'
L5	N 00°10'12" E	399.91'
L6	S 89°26'55" E	49.99'
L7	S 00°10'20" W	234.99'
L8	S 89°26'54" E	370.01'
L9	N 00°10'20" E	234.99'
L10	S 00°07'14" E	356.07'

RECORD INSTRUMENT #945882
TOLIVER CANAL TRACT #2

L10	S 01°09" E	356.09'

LEGEND

- Irons found in place
- 5/8" rods w/cap set in place
- Easement or right of way lines.
- Deed or record lines.
- Interior and adjacent lot lines.
- P — Power poles.
- E — Overhead electric lines.
- X — Fences.
- ℄ — Centerline
- ROW — Right of Way
- (M) — Measured
- (R) — Record
- PL — Existing Natural Gas Pipeline
- E — Overhead Electrical Lines

FIELD NOTES:

Being a 65.39 acre tract or parcel of land lying and being situated in the Josiah Dyches Survey, A-111, Jefferson County, Texas, and being out of a portion of a called 700 acre tract, in a Special Warranty Deed, recorded at page 50 of Instrument number 2007043783 of Deed Records of Jefferson County, Texas, Reference Volume 716, page 334, said 65.39 acre tract being more particularly described as follows;

Beginning at a found 1/2" iron rod with cap on the North line of a called 22.560 acre tract, recorded in Instrument Number 95354?9, Deed Records of Jefferson County, Texas, and on the West side of Tolivar Canal, having UTM Coordinates of X= 1,250,661.2 feet and Y= 10,945,453.7 feet, from whence a found X in a 6" Pine bears N26°E at a distance of 12.5 feet, a found X in a 6" Pine bears N54°E at a distance of 16.0 feet and a found X in a 6" Pine bears S30°E at a distance of 21.0 feet and from the point of beginning run;

Thence run S 88°30'04" W, all bearings shown hereon are UTM grid bearings, (record S85°33'38"W – Rowe Survey) along the North line of said 22.560 acre tract for a distance of 777.97 feet to a set 5/8" rebar with cap stamped Collins 5032 on the West right-of-way line of a 100.00' wide Gulf States Utilities Company servitude, recorded at Volume 2157, page 298;

Thence N 00°11'32" E along said West right-of-way line for a distance of 2857.04 feet to a set 5/8" rebar with cap stamped Collins 5032 on the South line of a called 2.79 acre Gulf States Utilities Company tract as recorded in Volume 2157, page 124, under Instrument Number 2003044679, records of Jefferson County, Texas;

Thence leaving said West right-of-way line of said 100.00' wide Gulf States Utilities Company servitude run S 89°50'02" E for a distance of 112.62 feet to a found 5/8" iron bolt on the Southeast corner of said 2.79 acre Gulf States Utilities Company tract;

Thence N 00°10'12" E for a distance of 399.91 feet to a found 5/8" iron bolt on the Northeast corner of said 2.79 acre Gulf States Utilities Company tract and the South right-of-way line of Tram Road;
Thence S 89°26'55" E along the South right-of-way line of said Tram Road for a distance of 49.99 feet to a found 1/2" iron rod with cap on the Northwest corner of a called 1.996 acre tract to Meeker Municipal Water District, Instrument No. 2003044680, Volume 2415, page 124.

Thence S 00°10'20" W along the West line of said 1.996 acre tract for a distance of 234.99 feet to a found 5/8" rebar with cap stamped Collins 5032 on the Southwest corner of said 1.996 acre tract, from whence a found X in a 10" Pine bears N 00° E at a distance of 8.3 feet, a found X in a 8" Pine bears S 87° E at a distance of 9.9 feet, and a found X in a 12" Pine bears S 03° E at a distance of 4.7 feet;

Thence S 89°26'54" E along the South line of said 1.996 acre tract for a distance of 370.01 feet to a found 5/8" iron bolt with cap on the Southeast corner of said 1.996 acre tract, from whence a found X in a 14" Pine bears N 24° E at a distance of 2.3 feet, a found X in a 8" Pine bears S 24° W at a distance of 9.2 feet, and a found X in a 14" Pine bears N 88° W at a distance of 9.0 feet;

Thence N 00°10'20" E along the East line of said 1.996 acre tract for a distance of 234.99 feet to a found 1/2" iron rod with cap on the South right-of-way line of said Tram Road, same being the Northeast corner of aforementioned 1.996 acre tract, from whence a found X in a 13" Gum bears S 69° E at a distance of 22.5 feet, a found X in a 6" Pine bears S 01° E at a distance of 18.3 feet, and a found X in a 14" Gum bears S 29° W at a distance of 21.7 feet;

Thence along the South line of said Tram Road run S 89°26'55" E passing a found 5/8" rebar with cap stamped Collins 5032 on the Northwest corner of the Tolivar Canal Tract No. 2, Deed to Sabine Investment Co. of Texas, Instrument No. 945882, recorded on 2/24/1977, deed records of Jefferson County, Texas, at a distance of 338.79 feet, and continue for a total distance of 456.09 feet to a set 5/8" rebar with cap stamped Collins 5032 on the Northeast corner of said Tolivar Canal Tract No. 2, same being Northwest corner of the West right-of-way line of Tolivar Canal Road, Instrument No. 763293, deed records of Jefferson County, Texas;

Thence S 00°07'14" E (record S 01°09" E) along said West right-of-way line of Tolivar Canal Road, same being the East right-of-way line of said Tolivar Canal Tract 2, for a distance of 356.07 feet (record 356.09 feet) to a found 1/2" iron rod with cap;

Thence S 02°35'36" W along said West right-of-way line of Tolivar Canal Road, same being the East right-of-way line of said Tolivar Canal Tract 2, for a distance of 2275.32 feet to a set 5/8" rebar with cap stamped Collins 5032;

Thence leaving said West right-of-way line of Tolivar Canal Road and along the South line of said Tolivar Canal Tract No. 2, run S 89°22'10" W for a distance of 93.13 feet to a found 5/8" rebar with cap on the Southwest corner of said Tolivar Canal Tract No. 2;

Thence leaving the aforementioned South line of the Tolivar Canal Tract No. 2, run S 02°31'44" W for a distance of 598.33 feet to the Point of Beginning, containing 65.39 acres, more or less, and being subject to an overhead electric line right-of-way to Gulf States Utilities, Volume 772, page 551 of the deed records of Jefferson County, Texas, the Houston Pipeline, Volume 1171, page 539 of the deed records of Jefferson County, Texas, a 175' Radius Environmental Control Easement by Steven R. Boucher, RPLS 5056, and any rights of way, servitudes, easements, both recorded or unrecorded, visible or invisible.

SHEET 1 OF 2

NOTE:
THE WORD "CERTIFY" AS USED HEREIN IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION, AND BELIEF. AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.

THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X"
FEMA MAP PANEL NO.: 48199C0550F
REVISED: OCTOBER 10, 2010

I CERTIFY THIS SURVEY AND PLAT WAS PREPARED BY ME OR BY THOSE UNDER MY DIRECT SUPERVISION, AND THERE ARE NO VISIBLE ENCROACHMENTS EITHER WAY ACROSS THE PROPERTY OTHER THAN THOSE SHOWN HEREON. MADE AT THE REQUEST OF:
Stoney Petit Ph. (409) 454-8198 / *Josh Kaczynski* Ph. (409) 554-1325
Being the:
Stonewood Subdivision – Lots 1 thru 7
Situated in the:
Josiah Dyches Survey A-111
Jefferson County, Texas

DATE:	SCALE:	DRAWN BY:	CHECKED BY:	JOB NO.:	PLAT NO.:
07/27/2015	1" = 100'	DEM	VTC	215071	215071-SHEET 1 OF 2

COLLINS
LAND SURVEYORS
Licensed To Serve Louisiana, Texas, Arkansas, Mississippi, and Alabama
2961 E. Napoleon Street., Suite 3
Sulphur, LA 70663
337-313-6110 office
337-313-6114 fax

THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR A CATEGORY "1A" CONDITION "II"SURVEY ACCORDING TO THE "TEXAS" MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS."

STATE OF TEXAS COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That Southwood Timberlands, Corp. and Petit Investment Properties, LLC, a corporation organized and existing under the laws of the State of Texas, with its home address at P.O. Box 7012, Beaumont, Texas 77726, owner of 65.39 acres of land out of the Original Survey, Jefferson County, Texas as conveyed to me by deed dated _____ and recorded in Volume _____, Page _____, Jefferson County Deed Records, DO HEREBY SUBDIVIDE 65.39 acres of land out of the Original Survey, (Note: If the subdivision lies in more than one survey, determine the acreage in each survey and repeat for each original survey within the subdivision) to be known as the Stonewood Subdivision, in accordance with the plat shown hereon, subject to any and all easements or restrictions hereto fore granted and do hereby dedicate to the public (or" "owners of the property shown hereon" for private streets) the streets and easements shown hereon.

IN WITNESS WHEREOF, the said Southwood Timberlands, Corp. and Petit Investment Properties, LLC has caused these presents to be executed by its President and managing member, thereunto duly authorized.

Joshua Kaczynski & Michael S. Petit III

(Owner's Name) Owner

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Joshua Kaczynski & Michael S. Petit III known to me to be person whose name is subscribed to the foregoing instrument as Owner and acknowledged to me that he executed the same in such capacity as the act and deed of said corporation for the purposes and considerations therein stated,

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of September A.D., 20 15.

Monica Eileen Elliott
NOTARY PUBLIC in and for Jefferson County, Texas

MONICA EILEEN ELLIOTT
MY COMMISSION EXPIRES
November 23, 2015

CERTIFICATE OF COUNTY APPROVAL STATE OF TEXAS JEFFERSON COUNTY

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

_____ COMMISSIONER, PRECINCT 1 JEFFERSON COUNTY, TEXAS

_____ COMMISSIONER, PRECINCT 2 JEFFERSON COUNTY, TEXAS

_____ COMMISSIONER, PRECINCT 3 JEFFERSON COUNTY, TEXAS

_____ COMMISSIONER, PRECINCT 4 JEFFERSON COUNTY, TEXAS

_____ COUNTY JUDGE

CERTIFICATE OF RECORDING

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2015, AT _____ O'CLOCK

RECORDED IN FILE # _____ JEFFERSON COUNTY OFFICE PUBLIC RECORDS.

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

_____
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

BY: _____, DEPUTY

RESTRICTIONS RECORDED: _____

CERTIFICATION OF COUNTY DIRECTOR OF ENGINEERING

I, Don Rao , Director of Engineering of Jefferson County, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office as adopted by the Commissioner's Court of Jefferson County, Texas

_____
Director of Engineering

CERTIFICATION OF SURVEYOR:

I, VIRGIL T. COLLINS, a Registered Professional Land Surveyor in the state of Texas certify that this plat has been prepared from and actual survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the Subdivision Regulations of Jefferson County.

STATE OF TEXAS REGISTERED VIRGIL T. COLLINS 5032 PROFESSIONAL LAND SURVEYOR

_____
VIRGIL T. COLLINS
REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS NO. 5032

SUBSCRIBED AND SWORN TO BEFORE ME BY VIRGIL T. COLLINS AND GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23rd DAY OF September 2015.

_____
NOTARY PUBLIC

A NOTARY PUBLIC IN AND FOR THE STATE OF LOUISIANA

MY COMMISSION EXPIRES: is for Life

DUSTON L. ERWIN
Notary Public
State of Louisiana
Notary ID # 131494
Livingston Parish

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THE CITY OF BEAUMONT, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE PLANNING & ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS, THIS _____ DAY OF _____ A.D., 2015.

_____
CHAIRMAN

ATTESTED AND APPROVED FOR ADMINISTRATION:

_____
SECRETARY

Development Regulations Notes:
No construction or other development within this subdivision may begin until all Jefferson county development requirements have been met.

Municipal ETJ note:
This subdivision lies within the extraterritorial jurisdiction of the City of Beaumont, Texas.

School District plat note:
This subdivision is within the boundaries of the Hardin-Jefferson Independent School District.

FEMA flood plain note:
All platted parcels of the subdivision lie within the boundaries of Flood Zone X as delineated on the FEMA Flood Insurance Rate Map of Jefferson County, Community Panel # 4803850040 D dated August 6 2002. FEMA Flood Zone X is defined as area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.

Utility notes:
Electric utility service will be provided by: Entergy Texas, Inc.
Telephone utility service will be provided by: A T & T
Water utility service will be provided by: Meeker Water Supply Corporation
Sewer utility service will be provided by: -NONE-
Gas utility service will be provided by: -NONE-
Cable utility service will be provided by: -NONE-

Sewage Disposal Note:
No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Jefferson County.

Individual Water Supply Note:
No structure in this subdivision shall be occupied until connected to an individual water supply, state approved community water system, or engineered rainwater collection system.

Water Supply Note:
Meeker Water Supply Corporation, an approved public water supply system, has adequate quantity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

_____
Meeker Water Supply Corporation

Pipeline Easement Note:
There are easements within the limits of the subdivision.

Drainage Easement Note:
All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of the drainage facilities. Easements shown hereon include the right to trim or remove all trees and shrubs on or overhanging.

Benchmark
Found Brass Cap "DCB" Monument above the Northeast corner of subject property as shown on plat.

FIELD NOTES:

Being a 65.39 acre tract or parcel of land lying and being situated in the Josiah Dyches Survey, A-111, Jefferson County, Texas, and being out of a portion of a called 700 acre tract, in a Special Warranty Deed, recorded at page 50 of Instrument number 2007043783 of Deed Records of Jefferson County, Texas, Reference Volume 716, page 334, said 65.39 acre tract being more particularly described as follows;

Beginning at a found 1/2" iron rod with cap on the North line of a called 22.560 acre tract, recorded in Instrument Number 9535479, Deed Records of Jefferson County, Texas, and on the West side of Tolivar Canal, having UTM Coordinates of X= 1,250,661.2 feet and Y= 10,945,453.7 feet, from whence a found X in a 6" Pine bears N26°E at a distance of 12.5 feet, a found X in a 6" Pine bears N54°E at a distance of 16.0 feet and a found X in a 6" Pine bears S30°E at a distance of 21.0 feet and from the point of beginning run;

Thence run S 88°30'04" W, all bearings shown hereon are UTM grid bearings, (record S85°33'38"W – Rowe Survey) along the North line of said 22.560 acre tract for a distance of 777.97 feet to a set 5/8" rebar with cap stamped Collins 5032 on the West right-of-way line of a 100.00' wide Gulf States Utilities Company servitude, recorded at Volume 2157, page 298;

Thence N 00°11'32" E along said West right-of-way line for a distance of 2857.04 feet to a set 5/8" rebar with cap stamped Collins 5032 on the South line of a called 2.79 acre Gulf States Utilities Company tract as recorded in Volume 2157, page 124, under Instrument Number 200304479, records of Jefferson County, Texas;

Thence leaving said West right-of-way line of said 100.00' wide Gulf States Utilities Company servitude run S 89°50'02" E for a distance of 112.62 feet to a found 5/8" iron bolt on the Southeast corner of said 2.79 acre Gulf States Utilities Company tract;

Thence N 00°10'12" E for a distance of 399.91 feet to a found 5/8" iron bolt on the Northeast corner of said 2.79 acre Gulf States Utilities Company tract and the South right-of-way line of Tram Road;
Thence S 89°26'55" E along the South right-of-way line of said Tram Road for a distance of 49.99 feet to a found 1/2" iron rod with cap on the Northwest corner of a called 1.996 acre tract to Meeker Municipal Water District, Instrument No. 2003044680, Volume 2415, page 124.

Thence S 00°10'20" W along the West line of said 1.996 acre tract for a distance of 234.99 feet to a found 5/8" rebar with cap stamped Collins 5032 on the Southwest corner of said 1.996 acre tract, from whence a found X in a 10" Pine bears N 00° E at a distance of 8.3 feet, a found X in a 8" Pine bears S 87° E at a distance of 9.9 feet, and a found X in a 12" Pine bears S 03° E at a distance of 4.7 feet;

Thence S 89°26'54" E along the South line of said 1.996 acre tract for a distance of 370.01 feet to a found 5/8" iron bolt with cap on the Southeast corner of said 1.996 acre tract, from whence a found X in a 14" Pine bears N 24° E at a distance of 2.3 feet, a found X in a 8" Pine bears S 24° W at a distance of 9.2 feet, and a found X in a 14" Pine bears N 88° W at a distance of 9.0 feet;

Thence N 00°10'20" E along the East line of said 1.996 acre tract for a distance of 234.99 feet to a found 1/2" iron rod with cap on the South right-of-way line of said Tram Road, same being the Northeast corner of aforementioned 1.996 acre tract, from whence a found X in a 13" Gum bears S 69° E at a distance of 22.5 feet, a found X in a 6" Pine bears S 01° E at a distance of 18.3 feet, and a found X in a 14" Gum bears S 29° W at a distance of 21.7 feet;

Thence along the South line of said Tram Road run S 89°26'55" E passing a found 5/8" rebar with cap stamped Collins 5032 on the Northwest corner of the Tolivar Canal Tract No. 2, Deed to Sabine Investment Co. of Texas, Instrument No. 945882, recorded on 2/24/1977, deed records of Jefferson County, Texas, at a distance of 338.79 feet, and continue for a total distance of 456.09 feet to a set 5/8" rebar with cap stamped Collins 5032 on the Northeast corner of said Tolivar Canal Tract No. 2, same being Northwest corner of the West right-of-way line of Tolivar Canal Road, Instrument No. 763293, deed records of Jefferson County, Texas;

Thence S 00°07'14" E (record S 01°09" E) along said West right-of-way line of Tolivar Canal Road, same being the East right-of-way line of said Tolivar Canal Tract 2, for a distance of 356.07 feet (record 356.09 feet) to a found 1/2" iron rod with cap;

Thence S 02°35'36" W along said West right-of-way line of Tolivar Canal Road, same being the East right-of-way line of said Tolivar Canal Tract 2, for a distance of 2275.32 feet to a set 5/8" rebar with cap stamped Collins 5032;

Thence leaving said West right-of-way line of Tolivar Canal Road and along the South line of said Tolivar Canal Tract No. 2, run S 89°22'10" W for a distance of 93.13 feet to a found 5/8" rebar with cap on the Southwest corner of said Tolivar Canal Tract No. 2;

Thence leaving the aforementioned South line of the Tolivar Canal Tract No. 2, run S 02°31'44" W for a distance of 598.33 feet to the Point of Beginning, containing 65.39 acres, more or less, and being subject to an overhead electric line right-of-way to Gulf States Utilities, Volume 772, page 551 of the deed records of Jefferson County, Texas, the Houston Pipeline, Volume 1171, page 539 of the deed records of Jefferson County, Texas, a 175' Radius Environmental Control Easement by Steven R. Boucher, RPLS 5056, and any rights of way, servitudes, easements, both recorded or unrecorded, visible or invisible.

GENERAL NOTES:

1. ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING A PART OF THIS ADDITION.

2. 5/8" CAPPED IRON RODS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

3. JEFFERSON COUNTY REQUIRES ALL CONSTRUCTION TO HAVE MINIMUM FIRST FLOOR ELEVATION THAT IS ONE (1) FOOT ABOVE THE BFE (BASE FLOOD ELEVATION). (X) DENOTES NATURAL GROUND ELEVATION OF LOT ON FINAL PLAT. THE PROPERTY SITUATED HEREON IS LOCATED IN FLOOD ZONE "X", FEMA MAP PANEL NO. 48199C0550F, REVISED: OCTOBER 6, 2010.

4. EACH HOUSE SHALL INSTALL AN AEROBIC WASTEWATER SYSTEM DESIGNED AND INSTALLED ACCORDING TO TCEQ RULES FOR ON-SITE SEWERAGE FACILITIES.

5. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE ADEQUACY OF SAID LOT SIZES AND OR LOT DIMENSIONS FOR SUITABILITY OR COMPLIANCE WITH TCEQ REGULATIONS FOR ON SITE SEWAGE TREATMENT FACILITIES.

6. ALL UTM COORDINATES ARE REFERENCED TO THE UTM ZONE 15, TEXAS SOUTH CENTRAL, TO CONVERT TO STATE PLANE COORDINATES NAD 83, TEXAS SOUTH CENTRAL ZONE #4204, ROTATE FROM CONTROLLING MONUMENTS 02°56'26".

7. LOTS SHALL BE GRADED TO DRAIN TO STREET, LOTS SHALL NOT DRAIN ONTO ADJACENT LOTS BEFORE AND AFTER STRUCTURES ARE BUILT. DRAINAGE FLOW FROM SUBJECT PROPERTY IS NORTH ALONG ROADSIDE DITCH ALONG TOLIVAR CANAL ROAD TO THE ROAD SIDE DITCH ALONG TRAM ROAD, AND CONTINUES IN A WESTERLY DIRECTION ALONG TRAM ROAD.

8. FINAL DETERMINATION OF CULVERT SIZE SHALL BE BY JEFFERSON COUNTY PRECINCT OFFICE.

9. ALL STRUCTURES BUILT WITHIN THIS SUBDIVISION SHALL BE BUILT AT A MINIMUM FINISHED FLOOR ELEVATION OF 1.0' ABOVE EXISTING ROAD ELEVATION AT MEAN SEA LEVEL.

10. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.

SHEET 2 OF 2

NOTE:
THE WORD "CERTIFY" AS USED HEREIN IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION, AND BELIEF, AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.

THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X" FEMA MAP PANEL NO.: 48199C0550F REVISED: OCTOBER 10, 2010

I CERTIFY THIS SURVEY AND PLAT WAS PREPARED BY ME OR BY THOSE UNDER MY DIRECT SUPERVISION, AND THERE ARE NO VISIBLE ENCROACHMENTS EITHER WAY ACROSS THE PROPERTY OTHER THAN THOSE SHOWN HEREON. MADE AT THE REQUEST OF:

Stoney Petit / Josh Kaczynski
Ph. (409) 454-8198 Ph. (409) 554-1325

Being the:
Stonewood Subdivision - Lots 1 thru 7
Situated in the:
Josiah Dyches Survey A-111
Jefferson County, Texas

DATE:	SCALE:	DRAWN BY:	CHECKED BY:	JOB NO.:	PLAT NO.:
07/27/2015	1" = 100'	DEM	VTC	215071	215071-SHEET 2 OF 2

COLLINS LAND SURVEYORS
Licensed To Serve Louisiana, Texas, Arkansas, Mississippi, and Alabama
2961 E. Napoleon Street., Suite 3
Sulphur, LA 70663
337-313-6110 office
337-313-6114 fax

THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR A CATEGORY "1A" CONDITION "II" SURVEY ACCORDING TO THE "TEXAS" MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS."

Southeast Texas Government
Employees Benefits Pool

October 1, 2015

Jefferson County Commissioners' Court
1149 Pearl Street
Beaumont, Texas 77701

Honorable Judge Jeff Branick and Commissioners' Court:

On behalf of the Southeast Texas Government Employee Benefits Pool Board of Trustees, I am pleased to present 2016 renewal rates for your current employee benefits through the risk pool. We are proud of the partnerships we have developed with the groups in the pool and are determined to continue to meet your employees' needs for high quality benefits while managing costs.

MEDICAL PLAN OPTIONS

The following rates reflect a 7% increase for Active Employees. Jefferson County currently offers Plan 333 to its active employees. Effective January 1, 2016, Plan 333 will no longer have any out-of-network benefits (except in cases of an emergency).

	Medical Plan 333 (Active Employees)
Employee only	$581.49
Employee & Spouse	$1,337.76
Employee & Child	$1,177.81
Family	$1,533.69

The following rates reflect a 7% increase for Retirees under 65 years of age. Jefferson County currently offers Plan 333 to its retirees.

	Medical Plan 333 (Retirees)
Retiree only	$1,018.97
Retiree & Spouse	$2,344.24
Retiree & Child	$2,063.96
Family	$2,687.58
Spouse Only	$1,325.26
Child Only	$1,044.98

215 Franklin Street, Suite 202, Beaumont, Texas 77701
(409) 835-8672 Phone (409) 835-8634 Fax

DENTAL PLAN OPTIONS

The following rates reflect no change for 2015.

	Dental High Plan	Dental Basic Plan
Employee only	$25.36	$17.00
Employee & Child	$54.62	$35.55
Employee & Spouse	$54.62	$35.55
Family	$92.85	$54.89

LIFE INSURANCE AND LONG TERM DISABILITY INSURANCE

Basic Life, Supplemental Life and Long Term Disability rates will not change for 2015.

Age 65 & Over Retiree Benefits

There is a 2.7% overall rate increase for the Age 65 & Over Retiree Benefits offered through Group Administrative Concepts, which includes the Hartford Medicare Supplement and Express Scripts Medicare Part D drug coverage (from $292.91 to $300.96 per member per month).

In accordance with your Interlocal Participation Agreement, your agreement will automatically renew effective January 1, 2016, unless written notice of the intent to terminate the agreement is received sixty (60) days prior to the renewed term.

If you have any questions concerning the benefits, rate changes, or if there is anything else we can help you with, please don't hesitate to give us a call. We will be happy to assist in any way we can.

Sincerely,

Kim Isaacs
Administrator

CC: Patrick Swain, Chairperson

Regular, October 12, 2015

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 12, 2015