

**SPECIAL, 7/18/2016 1:30:00 PM**

BE IT REMEMBERED that on July 18, 2016, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1 (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)

ROD CARROLL

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*July 18, 2016*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
July 18, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **18th** day of **July 2016** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

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

## **PURCHASING:**

1. Consider and approve, execute, receive and file AT&T Switched Ethernet Service Pricing schedule for updated MIS Ethernet bandwidth for 14 Jefferson County sites in accordance with the AT&T Master Agreement approved on June 22, 2105. Monthly cost is to be \$8,446.50 for a 60 month period.

**SEE ATTACHMENTS ON PAGES 8 - 13**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file contract with the TALX Corporation (a provider of Equifax Verification Services) for income and employment verification services through The Work Number for the Jefferson County Public Health Department.

**SEE ATTACHMENTS ON PAGES 14 - 29**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file a sole source exemption pursuant to Local Government Code 262.024(7)(A) for the Scanning of Military Discharge Records into the TRTA Gov Aumentum records management software used by the County Clerk to Thomson Reuters/Mantron, Inc. The cost for an estimated quantity of 51,000 images is \$3825.00.

**SEE ATTACHMENTS ON PAGES 30 - 51**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**Notice of Meeting and Agenda and Minutes  
July 18, 2016**

4. 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 52 - 53**

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

**COUNTY AUDITOR:**

5. Consider and approve budget transfer - Veteran's Service - additional cost for fax kits.

|                   |                     |            |            |
|-------------------|---------------------|------------|------------|
| 120-8096-419-3084 | MINOR EQUIPMENT     | \$1,000.00 |            |
| 120-8096-419-5077 | CONTRACTUAL SERVICE |            | \$1,000.00 |

**SEE ATTACHMENTS ON PAGES 54 - 54**

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

6. Discuss FY 2016-2017 budget matters.

**Patrick discuss timeline of budget schedule--**

**Action: NONE**

7. Consider and approve budget transfer - Constable Pct.7 - additional cost for extra help.

|                   |                      |            |            |
|-------------------|----------------------|------------|------------|
| 120-3071-425-1005 | EXTRA HELP           | \$4,500.00 |            |
| 120-3071-425-2003 | EMPLOYEES' INSURANCE |            | \$4,500.00 |

**SEE ATTACHMENTS ON PAGES 55 - 55**

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

*Notice of Meeting and Agenda and Minutes*  
*July 18, 2016*

8. Regular County Bills - check #422701 through checks #422982.

**SEE ATTACHMENTS ON PAGES 56 - 65**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY CLERK:**

9. Consider and possibly approve an expenditure from the County Clerk's Records Management Fund in the amount of \$3,825.00 for scanning of 85 volumes of military discharge records by Thomson Reuters under Statement of Work TX071316JC.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

10. Consider, possibly approve, receive and file Compiled Financial Statements of Jefferson County Emergency Services District No. 1 pursuant to Texas Health and Safety Code Sec. 775.082.

**SEE ATTACHMENTS ON PAGES 66 - 148**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

11. Consider and possibly approve a Resolution In Support of Gulf Coast Community Protection and Recovery District, Inc. Appointing Directors, Approving Amendment to its Agreement with the Texas General Land Office and Approving Amendment to its Agreement with Dannenbaum Engineering.

**SEE ATTACHMENTS ON PAGES 149 - 150**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
July 18, 2016*

12. Consider and possibly approve a Resolution authorizing the establishment of the Jefferson County Veterans Treatment Court.

**SEE ATTACHMENTS ON PAGES 151 - 152**

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

13. Consider, possibly approve, receive and file a Property Tax Abatement between Jefferson County, Texas and ZeoGas LLC pursuant to Sec. 312.401, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 153 - 173**

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

14. Consider and possibly approve requesting The Texas Department of Transportation to include additional projects to the County Transportation Infrastructure Grant Program for concrete pavement repair in Northwest Forrest Subdivision in Precinct No. 1 and for concrete pavement repair in Forrest Central Subdivision in Precinct No. 2.

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

**COUNTY TAX ASSESSOR-COLLECTOR:**

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

**SEE ATTACHMENTS ON PAGES 174 - 185**

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

**ENGINEERING:**

16. Consider and possibly approve Overweight Vehicle Permit 02-OW-16 and attached Road Use Agreement to Duphil, Inc. for construction of pipeline, heavy haul trucks hauling timber mats, track hoes, and other heavy equipment along Craigen Road, Wilber Road, East Hamshire and League Road. This project is located in Precincts 2 and 3.

**SEE ATTACHMENTS ON PAGES 186 - 198**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**DISTRICT ATTORNEY:**

17. Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding matters that may require litigation

**Action: NONE**

**Other Business:**

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

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

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**Jeff R. Branick**  
**County Judge**



**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Interstate)  
Pricing Schedule Provided Pursuant to Custom Terms**

AT&T MA Reference No. 201505195174UA  
AT&T Contract ID No. ASEDZA9G6

|   |   |
|---|---|
| <b>Customer</b>   | <b>AT&amp;T</b>   |
| Jefferson County<br>Street Address: 1149 Pearl Street 7 <sup>th</sup> Floor<br>City: Beaumont State/Province: TEXAS<br>Zip Code: 77701 Country: USA   | The applicable AT&T Service-Providing Affiliate(s)  |
| <b>Customer Contact (for Notices)</b>   | <b>AT&amp;T Contact (for Notices)</b>   |
| Name: John Ferrara<br>Title: Systems Administrator<br>Street Address: 1149 Pearl Street, 6 <sup>th</sup> Floor<br>City: Beaumont<br>State/Province: TEXAS<br>Zip Code: 77701<br>Country: USA<br>Telephone: 409-835-8675<br>Fax:<br>Email: <a href="mailto:jferrara@co.jefferson.tx.us">jferrara@co.jefferson.tx.us</a><br>Customer Account Number or Master Account Number: | Name: Natasha Pratt<br>Street Address: 6500 West Loop South, 5.4<br>City: Bellaire State/Province: TEXAS<br>Zip Code: 77401 Country: USA<br>Telephone: 713-567-8508 Fax:<br>Email: <a href="mailto:n15132@att.com">n15132@att.com</a><br>Sales/Branch Manager: Michael Collins SCVP Name: Mary Scherer<br>Sales Strata: GEM Sales Region: SW<br><b>With a copy (for Notices) to:</b><br>AT&T Corp.<br>One AT&T Way<br>Bedminster, NJ 07921-0752<br>ATTN: Master Agreement Support Team<br>Email: <a href="mailto:mast@att.com">mast@att.com</a> |
| <b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>  |   |
| Name: _____ Company Name: _____<br>Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: USA<br>Telephone: _____ Fax: _____ Email: _____ Agent Code: _____  |   |

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

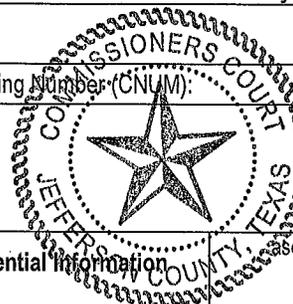
Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **more than 10%** of the total traffic on any Service.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

**This Agreement shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.**

|  |  |
|--|--|
| <b>Customer</b> (by its authorized representative) | <b>AT&amp;T</b> (by its authorized representative)                 |
| By:  | By:  |
| Printed or Typed Name: <u>Jeff. R. Branick</u>     | Printed or Typed Name: <u>Patrick J. Gleason</u>                   |
| Title: <u>County Judge</u>                         | Title: <u>Sr. Customer Contracts</u>                               |
| Date: <u>07/18/2016</u>                            | Date: <u>July 5 2016</u> <span style="float: right;">eh182c</span> |

|  |  |
|--|--|
| <b>For AT&amp;T internal use only:</b> | Contract Ordering and Billing Number (CNUM): |
|--|--|



**ATTEST**   
**DATE** 7/18/16 Chief Deputy

|  |  |
|--|--|
| WK# - Interstate-InterLATA-TBD<br>Please sign by December 12, 2016 | For AT&T Administrative Use Only<br>Pricing Schedule No. _____<br>Original Effective Date: _____ |
|--|--|

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Interstate)  
Pricing Schedule Provided Pursuant to Custom Terms**

**1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)**

|                            |  |   |
|----------------------------|--|---|
| <b>Service</b>             | AT&T Switched Ethernet Service <sup>SM</sup>           |   |
| <b>Service Provider(s)</b> | <b>Service Publication (incorporated by reference)</b> | <b>Service Publication Location (URL)</b>   |
| AT&T Texas                 | AT&T Switched Ethernet Service Guide                   | <a href="http://cpr.att.com/pdf/commonEthServGuide.html">http://cpr.att.com/pdf/commonEthServGuide.html</a> |

**2. PRICING SCHEDULE TERM, EFFECTIVE DATES**

|  |   |
|--|---|
| <b>Pricing Schedule Term</b>                                       | 60 months   |
| <b>Start Date of Minimum Payment Period, per Service Component</b> | later of the Effective Date or installation of the Service Component  |
| <b>Rate Stabilization per Service Component</b>                    | Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.                          |
| <b>Pricing following the end of Minimum Payment Period</b>         | non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule |

**3. MINIMUM PAYMENT PERIOD**

| <b>Service Components</b>    | <b>Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*</b> | <b>Minimum Payment Period per Service Component</b>                                     |
|------------------------------|---|---|
| CIR/CoS                      | 50% plus any unpaid or waived non-recurring charges   | Until the end of the Minimum Payment Period for the associated Customer Port Connection |
| All other Service Components | 50% plus any unpaid or waived non-recurring charges   | 60 months   |

\* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

**4. ADDS; MOVES; and UPGRADES**

**4.1 Adds**

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

**4.2 Moves**

Per applicable Service Publication

|  |  |  |
|--|--|--|
| ROME SR#: [insert SR #]<br>MP618D 06.21.2016 RLR: 775452v4 | <b>AT&amp;T and Customer Confidential Information</b><br>Page 2 of 6 | ase_ILEC_ICB_ps_interstate v.04.25.16<br>jp6186 062316 |
|--|--|--|

|                                  |  |
|----------------------------------|--|
| WK# - Interstate-InterLATA-TBD   | <u>For AT&amp;T Administrative Use Only</u>                  |
| Please sign by December 12, 2016 | Pricing Schedule No. _____<br>Original Effective Date: _____ |

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Interstate)**  
Pricing Schedule Provided Pursuant to Custom Terms

#### 4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

#### 4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS\*

| Service Components   | Monthly Recurring Rate and Non-recurring Charges   |
|--|--|
| Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A     | As specified in Attachment A   |
| Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A | 25% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term |

\*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)

#### 5. WAIVERS

##### Waived Charges

Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

#### 6. RATES AND CHARGES; QUANTITIES; INITIAL SITE AND SERVICE CONFIGURATION

See Attachment A. This Pricing Schedule is Customer's order for any new Services shown on Attachment A.

#### 7. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

##### 7.1 Accelerated Discount

|                                       | Accelerated Discount | Liability upon early termination of any Service Component  |
|---------------------------------------|----------------------|--|
| Special Construction Charges Discount | \$64,309.87          | 100% of the accelerated discount divided by the number of months in the Pricing Schedule Term multiplied by the number of months remaining in the Pricing Schedule Term at date of termination |

|                                  |  |
|----------------------------------|--|
| WK# - Interstate-InterLATA-TBD   | For AT&T Administrative Use Only                             |
| Please sign by December 12, 2016 | Pricing Schedule No. _____<br>Original Effective Date: _____ |

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Interstate)**  
Pricing Schedule Provided Pursuant to Custom Terms

**ATTACHMENT A**  
**RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION**  
**Jefferson County**

**A-1 Rates and Charges; Initial Quantities**

| Service Components / USOC   | Quantity New | Quantity Existing | Billed Monthly Recurring Rate (MRR), per unit | Total Billed Monthly Recurring Rate (Qty x MRR) | Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit | Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit | Total Billed Non-recurring Charge (Qty New x Billed NRC) |
|---|--------------|-------------------|---|---|---|---|--|
| Customer Port Connection - 100 Mbps / Basic / EYQEX                                 | 14           | 0                 | \$258.75                                      | \$3,622.50                                      | \$1,925.00  | \$0.00  | \$0.00   |
| 5Mb CIR / RealTime - Basic Only / R6EAX   | 8            | 0                 | \$265.50                                      | \$2,124.00                                      | \$150.00  | \$0.00  | \$0.00   |
| 10Mb CIR / RealTime - Basic Only / R6EBX  | 4            | 0                 | \$409.50                                      | \$1,638.00                                      | \$150.00  | \$0.00  | \$0.00   |
| 20Mb CIR / RealTime - Basic Only / R6EDX  | 2            | 0                 | \$531.00                                      | \$1,062.00                                      | \$150.00  | \$0.00  | \$0.00   |
| <b>TOTAL billed MRR and NRC for Service Components and Quantities listed above:</b> |              |                   |   | <b>\$8,446.50</b>                               |   |   | <b>\$0.00</b>  |

\*Any difference between the standard NRC and the billed NRC has been waived.  
Charges for special construction, if needed, may also apply.

If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.

**A-2 Minimum Quantity New Commitment**

| Required Installation Date   | Monthly Shortfall Charge  |
|--|---|
| Within twelve (12) months after the Effective Date, excluding AT&T delay | 50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term |

|                                  |  |
|----------------------------------|--|
| WK# - Interstate-InterLATA-TBD   | For AT&T Administrative Use Only                             |
| Please sign by December 12, 2016 | Pricing Schedule No. _____<br>Original Effective Date: _____ |

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Interstate)**  
Pricing Schedule Provided Pursuant to Custom Terms

**A-3 Initial New and Existing Sites and Service Configuration**

**Table 1 - Complete a line for each Customer Port Connection.**

| Port ID # | Street Address     | City        | State | New or Existing Service |
|-----------|--------------------|-------------|-------|-------------------------|
| 1         | 900 4TH ST         | PORT ARTHUR | TX    | New                     |
| 2         | 7933 VITERBO RD    | BEAUMONT    | TX    | New                     |
| 3         | 5326 HWY 69 S      | BEAUMONT    | TX    | New                     |
| 4         | 1201 US HWY 90     | CHINA       | TX    | New                     |
| 5         | 5700 JADE AV       | PORT ARTHUR | TX    | New                     |
| 6         | 7780 BOYT RD       | BEAUMONT    | TX    | New                     |
| 7         | 145 S 11TH ST      | BEAUMONT    | TX    | New                     |
| 8         | 4605 JERRY WARE DR | BEAUMONT    | TX    | New                     |
| 9         | 4640 HANGAR DR     | BEAUMONT    | TX    | New                     |
| 10        | 5000 JERRY WARE DR | BEAUMONT    | TX    | New                     |
| 11        | 5950 S 1ST AV      | PORT ARTHUR | TX    | New                     |
| 12        | 7759 VITERBO RD    | BEAUMONT    | TX    | New                     |
| 13        | 6000 AIRLINE DR    | BEAUMONT    | TX    | New                     |
| 14        | 19217 FM 365       | BEAUMONT    | TX    | New                     |

**Table 2 – Service Components associated with Customer Port Connections identified above.**

| Port ID # | Customer Port Connection Speed | CIR Speed / Tier | Class of Service / Package | Regenerator |
|-----------|--------------------------------|------------------|----------------------------|-------------|
| 1         | 100 Mbps Basic                 | 5 Mbps           | Real-Time                  | [Select]    |
| 2         | 100 Mbps Basic                 | 20 Mbps          | Real-Time                  | [Select]    |
| 3         | 100 Mbps Basic                 | 20 Mbps          | Real-Time                  | [Select]    |
| 4         | 100 Mbps Basic                 | 5 Mbps           | Real-Time                  | [Select]    |
| 5         | 100 Mbps Basic                 | 5 Mbps           | Real-Time                  | [Select]    |
| 6         | 100 Mbps Basic                 | 5 Mbps           | Real-Time                  | [Select]    |
| 7         | 100 Mbps Basic                 | 5 Mbps           | Real-Time                  | [Select]    |
| 8         | 100 Mbps Basic                 | 5 Mbps           | Real-Time                  | [Select]    |
| 9         | 100 Mbps Basic                 | 10 Mbps          | Real-Time                  | [Select]    |
| 10        | 100 Mbps Basic                 | 10 Mbps          | Real-Time                  | [Select]    |
| 11        | 100 Mbps Basic                 | 5 Mbps           | Real-Time                  | [Select]    |
| 12        | 100 Mbps Basic                 | 10 Mbps          | Real-Time                  | [Select]    |
| 13        | 100 Mbps Basic                 | 5 Mbps           | Real-Time                  | [Select]    |
| 14        | 100 Mbps Basic                 | 5 Mbps           | Real-Time                  | [Select]    |

|                                  |  |
|----------------------------------|--|
| WK# - Interstate-InterLATA-TBD   | For AT&T Administrative Use Only                             |
| Please sign by December 12, 2016 | Pricing Schedule No. _____<br>Original Effective Date: _____ |

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Interstate)**  
Pricing Schedule Provided Pursuant to Custom Terms

**Table 3 – Features associated with Customer Port Connections identified above.**

| Port ID # | Add'l MAC Addresses | Alternate Serving Switch | Diverse Access | Advanced Access Failover | Enhanced Multicast |
|-----------|---------------------|--------------------------|----------------|--------------------------|--------------------|
| 1         | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 2         | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 3         | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 4         | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 5         | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 6         | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 7         | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 8         | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 9         | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 10        | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 11        | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 12        | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 13        | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |
| 14        | [Select]            | [Select]                 | [Select]       | [Select]                 | [Select]           |

End of Document

**UNIVERSAL MEMBERSHIP AGREEMENT**  
for  
**The Work Number® Social Services**

This Universal Membership Agreement (the "Agreement") is entered into by and between **TALX Corporation (a provider of Equifax Verification Services), a Missouri Corporation, located at 11432 Lackland Road, St. Louis, Missouri ("EVS"), and Jefferson County Public Health Dept. ("Agency").**

**RECITALS:**

- A. EVS operates The Work Number®, a service used to verify employment and income information about an individual ("Consumers"), and various other services used to verify certain Consumer information (EVS's services are collectively referred to herein as the "Service"); and
- B. Agency wishes to use the Service to verify certain Consumer information.

**NOW, THEREFORE,** the parties agree as follows:

1. **SCOPE OF THE AGREEMENT.** This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit 1, Exhibit 2, and each Schedule A executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit or Schedule, the provisions of the Exhibit or Schedule will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in each Schedule A, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.
2. **EVS OBLIGATIONS.** The Service will provide Agency with automated access to certain employment and/or income data ("Data") furnished to EVS by employers.
3. **AGENCY OBLIGATIONS.**
  - a. Agency shall comply with the terms set forth in this Agreement which includes Exhibits 1 and 2, and also each Schedule A executed by the parties which may contain additional terms.
  - b. Agency shall pay for the Services as set forth in an applicable Schedule attached hereto. Unless otherwise provided for in such schedule, EVS may change the price of the Service and/or the Service Schedule and/or Description with thirty (30) days' notice. Agency's use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided in Section 7 below.
  - c. Agency certifies that it will order Data from the Service only when Agency intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when Agency otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.  
  
Agency agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Exhibit 1.
  - d. Agency certifies that it will comply with applicable provisions under Vermont law. In particular, Agency certifies that it will order Data relating to Vermont residents only after Agency has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from EVS.

**PLEASE FAX TO THE WORK NUMBER® SOCIAL SERVICES at 888-708-6816**

- e. Agency may use the Data provided through the Service only as described in this Agreement. Agency may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Agency first obtains EVS's written consent; provided, however, that Agency may discuss Consumer Data with the Data subject when Agency has taken adverse action against the subject based on the Data. Agency will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by EVS, except in any state where this contractual prohibition would be invalid. Agency will refer the Consumer to EVS whenever the Consumer disputes the Data disclosed by Agency. Agency will not interpret the failure of EVS to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- f. Agency may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Agency may not access, use or store the Data or EVS Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without Agency first obtaining EVS's written permission.
- g. Agency represents it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- h. Agency acknowledges it shall employ decision making processes reasonable and appropriate to the nature of the transaction and will utilize the Data as part of its process.
- i. Agency represents it has written authorization from the Consumer to verify income. Agency need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event Agency is using the Service to collect on defaulted child support obligations, Agency is not required to obtain such authorization.
- j. Agency may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining EVS's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with EVS.
- k. In order to ensure compliance with this Agreement, applicable law and EVS policies, EVS may conduct reviews of Agency activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Agency's requests for Data and/or its use of Data. Agency shall provide documentation within a reasonable time to EVS as reasonably requested for purposes of such review. Agency (i) shall cooperate fully with any and all investigations by EVS of allegations of abuse or misuse of the Services and allow EVS to access its premises, records, and personnel for purposes of such investigations if EVS deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Agency shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided below. Agency may change its contact information upon written notice:

| Audit Contact Name   | Audit Contact E-mail Address |
|--|------------------------------|
| Ms. Johnnie Roberts, Administrative Director<br>Jefferson Count Public Health Department | jroberts@co.jefferson.tx.us  |

- l. Additional representations and warranties as may be set forth in each Schedule A.

**4. AGENCY USE OF SERVICE.**

Data on the Service may be accessed by Agency to verify Consumer's employment status ("The Work Number<sup>®</sup> Employment Verification") or income ("The Work Number<sup>®</sup> Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or collecting on defaulted child support obligations that are in effect and valid.

**5. DATA SECURITY.** This Section 5 applies to any means through which Agency orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 5, the term "Authorized User" means a Agency employee that Agency has authorized to order or access the Service and who is trained on Agency's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including Agency's FCRA and other obligations with respect to the access and use of Data.

**a. Agency will, with respect to handling any Data provided through the Service:**

1. ensure that only Authorized Users can order or have access to the Service,
2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Agreement,
3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
4. ensure that all devices used by Agency to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other security procedures and controls which are standard practice in the data protection industry ("Industry Standard Practices"), for example compliance with ISO 27001 standards,
5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Agency security codes, user names, User IDs, and any passwords Agency may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited.
6. change Agency passwords at least every ninety (90) days or sooner if Agency suspects an unauthorized person has learned the password; and perform at a minimum, quarterly entitlement reviews to recertify and validate Authorized User's access privileges and disable the account of any Agency user who is no longer responsible for accessing the Service,
7. adhere to all security features in the software and hardware Agency uses to order or access the Services, including the use of IP restriction,
8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
9. in no event access the Services via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals
10. not use non-agency owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, Industry Standard Practices for the type of Data received from EVS must be employed,

11. if Agency sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,
  12. not ship hardware or software between Agency's locations or to third parties without deleting all EVS Agency number(s), security codes, User IDs, passwords, Agency user passwords, and any consumer information, or Data,
  13. monitor compliance with the obligations of this Section 5, and immediately notify EVS if Agency suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,
  14. if, subject to the terms of this Agreement, Agency uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Agency's user names, security access codes, or passwords, and Agency will ensure the Service Provider safeguards Agency's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Agency under this Section 5,
  15. use Industry Standard Practices to assure data security when disposing of any Data obtained from EVS. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Agency's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
  16. use Industry Standard Practices to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) Data must be protected through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) access (both physical and network) to systems storing Data must be secure, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
  17. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,
  18. use Industry Standard Practices to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,
  19. provide immediate notification to EVS of any change in address or office location and are subject to an onsite visit of the new location by EVS or its designated representative, and
  20. in the event Agency has a security incident involving EVS Confidential Information, Agency will fully cooperate with EVS in a security assessment process and promptly remediate any finding.
- b. If EVS reasonably believes that Agency has violated this Section 5, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Agency and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Agency's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Agency's compliance with the data security requirements of this Section 5.

6. **CONFIDENTIALITY.** Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement, consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If any other law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations of this Section 6 with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law.
7. **TERM AND TERMINATION.** This Agreement shall be for an annual term, and shall be automatically renewed for successive one year terms. Either EVS or Agency may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days prior written notice to the other. If EVS believes that Agency has breached an obligation under this Agreement, EVS may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules immediately upon notice to Agency.
8. **RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to EVS.
9. **WARRANTY.** EVS warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to EVS's performance thereof. Agency acknowledges that the ability of EVS to provide accurate information is dependent upon receipt of accurate information from employers. EVS does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, EVS MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EVS KNOWS OF SUCH PURPOSE.
10. **INDEMNIFICATION.** Agency and EVS recognize that every business decision represents an assumption of risk and that neither party in furnishing Confidential Information, Data, or the Service to the other, underwrites or assumes the other's risk in any manner. To the extent permitted by laws applicable to the parties, each party agrees to indemnify, defend and hold harmless ("Indemnify") the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses ("Claims") brought by third parties against the Indemnified Party and arising from the indemnifying party's, or its affiliates', directors', officers' or employees' ("Indemnifying Party") (i) breach of this Agreement, (ii) negligent or intentional, wrongful act or omission, (iii) infringement on third party proprietary rights. Further, each party agrees to Indemnify the other from and against the Indemnifying Party's (i) violation of applicable law, or (ii) breach of Section 6 Confidentiality.
11. **LIMITATION OF LIABILITY.** In no event shall EVS or its officers, agents or employees be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the performance of this Agreement, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by EVS hereunder exceed the sum paid by Agency for the item of service which causes Agency's claim.

12. **FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

13. **MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. This Agreement may not be assigned or transferred by Agency without EVS's prior written consent. This Agreement shall be freely assignable by EVS and shall inure to the benefit of and be binding upon the permitted assignee of either Agency or EVS. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.

14. **COUNTERPARTS/EXECUTION BY FACSIMILE.** For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.

By signing below, Agency acknowledges receipt of Exhibit 1, "Notice to Users of Consumer Reports Obligations of Users"; and Agency represents that Agency has read "Notice to Users of Consumer Reports Obligations of Users" which explains Agency's obligations under the FCRA as a user of consumer report information

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date indicated below.

Agency: **Jefferson County Public Health Dept.**

**TALX Corporation,**  
provider of Equifax Verification Services

By (signature): [Handwritten Signature]  
Name (print): Jeff R. Branick  
Title: Jefferson County Judge  
Date: July 18, 2016

By (signature): Ellen Stanko  
Name (print): Ellen Stanko  
Title: Vice President  
Date: July 6, 2016

ATTEST [Handwritten Signature]  
DATE 7/18/16



ATTEST \_\_\_\_\_  
DATE \_\_\_\_\_

**UNIVERSAL MEMBERSHIP AGREEMENT**  
for  
**The Work Number® Verifier Services**

**Exhibit I**

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website.

**Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

**I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

**A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are;

- As ordered by a court or a federal grand jury subpoena. *Section 604(a)(1)*
- As instructed by the consumer in writing. *Section 604(a)(2)*
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. *Section 604(a)(3)(A)*
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. *Sections 604(a)(3)(B) and 604(b)*
- For the underwriting of insurance as a result of an application from a consumer. *Section 604(a)(3)(C)*
- When there is a legitimate business need, in connection with a business transaction that is *initiated* by the consumer. *Section 604(a)(3)(F)(i)*
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. *Section 604(a)(3)(F)(ii)*
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. *Section 604(a)(3)(D)*
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. *Section 604(a)(3)(E)*
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. *Sections 604(a)(4) and 604(a)(5)*

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. *Section 604(c)*. The particular obligations of users of "prescreened" information are described in Section VII below.

**B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

### ***C. Users Must Notify Consumers When Adverse Actions Are Taken***

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA - such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

#### **1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

#### **2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

#### **3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

### ***D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files***

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

### ***E. Users Have Obligations When Notified of an Address Discrepancy***

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### ***F. Users Have Obligations When Disposing of Records***

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

## II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores.

These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

## III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

### A. *Employment Other Than in the Trucking Industry*

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. *Section 615(b)(2)*

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

### B. *Employment in the Trucking Industry*

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

## IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was

received from the consumer or the report was first requested, whichever is later in time.

## V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

## VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

## VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. *Sections 603(l), 604(c), 604(e), and 615(d)*. This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
  - The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
  - Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
  - The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.
- In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

## VIII. OBLIGATIONS OF RESELLERS

### A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identity of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.
 Resellers must make reasonable efforts to verify this information before selling the report.

### B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not,

the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

### ***C. Fraud Alerts and Resellers***

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

## **IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. *Sections 616, 617, and 621*. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. *Section 619*.

The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

### **Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

Section 602 15 U.S.C. 1681  
 Section 603 15 U.S.C. 1681a  
 Section 604 15 U.S.C. 1681b  
 Section 605 15 U.S.C. 1681c  
 Section 605A 15 U.S.C. 1681cA  
 Section 605B 15 U.S.C. 1681cB  
 Section 606 15 U.S.C. 1681d  
 Section 607 15 U.S.C. 1681e  
 Section 608 15 U.S.C. 1681f  
 Section 609 15 U.S.C. 1681g  
 Section 610 15 U.S.C. 1681h  
 Section 611 15 U.S.C. 1681i  
 Section 612 15 U.S.C. 1681j  
 Section 613 15 U.S.C. 1681k  
 Section 614 15 U.S.C. 1681l  
 Section 615 15 U.S.C. 1681m  
 Section 616 15 U.S.C. 1681n  
 Section 617 15 U.S.C. 1681o  
 Section 618 15 U.S.C. 1681p  
 Section 619 15 U.S.C. 1681q  
 Section 620 15 U.S.C. 1681r  
 Section 621 15 U.S.C. 1681s  
 Section 622 15 U.S.C. 1681s-1  
 Section 623 15 U.S.C. 1681s-2  
 Section 624 15 U.S.C. 1681t  
 Section 625 15 U.S.C. 1681u  
 Section 626 15 U.S.C. 1681v  
 Section 627 15 U.S.C. 1681w  
 Section 628 15 U.S.C. 1681x  
 Section 629 15 U.S.C. 1681y

UNIVERSAL MEMBERSHIP AGREEMENT  
for  
The Work Number® Social Services

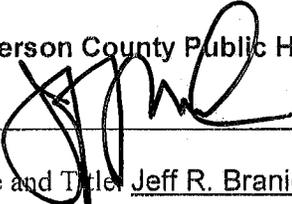
Exhibit 2

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, **Jefferson County Public Health Dept.** ("Agency"), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services ("EVS"), in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Agency's continued use of EVS services in relation to Vermont consumers, Agency hereby certifies as follows:

Vermont Certification. Agency certifies that it will comply with applicable provisions under Vermont law. In particular, Agency certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Agency has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

Agency: **Jefferson County Public Health Dept.**

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

Printed Name and Title: Jeff R. Branick, Jefferson County Judge

Account Number: N/A

Date: July 18, 2016

**Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: Ms. Johnnie Roberts  
Title: Administrative Director

Mailing Address: Jefferson County Public Health Department, 1295 Pearl Street, Beaumont, Texas 77701

E-Mail Address: jroberts@co.jefferson.tx.us

Phone: Fax: 409-839-2353

ATTEST  
DATE

  
7/18/16



**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

(a) A person shall not obtain the credit report of a consumer unless:

- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
- (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
- (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\***  
**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL**  
**SUB-AGENCY 031. CONSUMER PROTECTION DIVISION**  
**CHAPTER 012. Consumer Fraud--Fair Credit Reporting**  
**RULE CF 112 FAIR CREDIT REPORTING**  
**CVR 06-031-012, CF 112.03 (1999)**  
**CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

**UNIVERSAL MEMBERSHIP AGREEMENT  
SCHEDULE A – THE WORK NUMBER® EXPRESS SOCIAL SERVICE  
FEES AND SERVICE DESCRIPTION**

**I) AGENCY USE OF SERVICE:**

The Work Number® is an employment verification service provided by TALX Corporation (a provider of Equifax Verification Services), a Missouri corporation ("EVS"), to its employer clients. Data on the Service may be accessed by agency to verify Consumer's employment status ("The Work Number® Employment Verification") or income ("The Work Number® Income Verification") for commercial purposes. EVS shall provide the Service in accordance with the Universal Membership Agreement ("Agreement"), Exhibit 1 to the Agreement and this Schedule A (which is part of this Agreement). All defined terms used herein shall have the meaning ascribed to them in the Agreement.

- a) Product.** The Work Number® Employment Verification includes the Consumer's (i) employer name and (ii) employment status. The Work Number® Income Verification may include, without limitation, the Consumer's (i) employer address, (ii) employment dates, where available, (iii) position title, (iv) medical and dental information, where available, (v) pay rate, (vi) up to three (3) years of YTD gross income details, and (vii) up to three (3) years of pay period detail.
- b) Delivery.** The Service provides automated access to requested Data via the Internet or phone. If Data is requested via the Internet, it will be delivered instantly via the same mode. If Data is requested via the phone, it will be delivered by fax within one (1) business day.
- c) Input Requirements.** An Agency may request access to Data by providing the Consumer's social security number. .

**PRICING:** Fees for Services provided under this Schedule include:

**Verification Fees:**

**Per-transaction Pricing:**

Employment Summary (SSN Search): \$3.75 each

The Work Number® Income Verifications: \$11.20 each

Agency Initials: \_\_\_\_\_

- II) PAYMENT TERMS AND TAXES:** Invoices are due net thirty (30) days. Invoices outstanding over forty five (45) days will result in loss of access to the Service. Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items. If payment is made by credit card, EVS will charge the credit card each month for transactions completed in the prior month. Client will be invoiced electronically through Equifax's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon Client's request and are subject to additional monthly fees. Such fees are subject to modification by Equifax at intervals of no less than one year, upon prior written notice.
- III) MODIFICATION OF SERVICE DESCRIPTION:** EVS may modify this Service Description on thirty (30) days notice to Agency. Agency may terminate the Service within thirty (30) days after notice of a modification to the Service Description on written notice to EVS. Absence of such termination shall constitute Agency's agreement to the modification.

**UNIVERSAL MEMBERSHIP AGREEMENT  
SCHEDULE A – THE WORK NUMBER® EXPRESS SOCIAL SERVICE  
FEES AND SERVICE DESCRIPTION**

IN WITNESS WHEREOF, the parties have executed this Schedule A on the date indicated below.

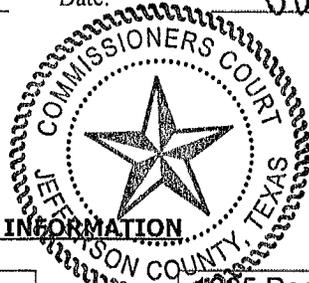
Agency: Jefferson County Public Health Dept.

TALX Corporation,  
provider of Equifax Verification Services:

By (signature): [Signature]  
Name (print): Jeff R. Blawick  
Title: Jefferson County Judge  
Date: July 18, 2016

By (signature): [Signature]  
Name (print): Ellen Stanko  
Title: Vice President  
Date: July 6, 2016

ATTEST  
DATE [Signature], Chief Deputy  
7/18/16



**CONTACT INFORMATION**

|   |   |                      |                             |
|---|---|----------------------|-----------------------------|
| Agency/Organization/<br>Company Name:       | Jefferson County Public Health Dept.  | Address:             | 295 Pearl Street            |
| DBA or Management<br>Company, if different: |   | City:                | Beaumont                    |
| Website address:                            | <a href="http://www.co.jefferson.tx.us/PublicHealth.htm">http://www.co.jefferson.tx.us/PublicHealth.htm</a> | State:               | Texas                       |
| Main Contact:                               | Ms. Johnnie Roberts   | Zip Code:            | 77701                       |
| Title:                                      | Administrative Director   | E-mail:              | jroberts@co.jefferson.tx.us |
| Phone #:                                    | 409-835-8530  | Fax #:               | 409-839-2353                |
| Supervisor:                                 | Dr. Cecil Walkes,<br>County Health Authority  | Supervisor<br>Phone# | 409-835-8530                |

**BILLING INFORMATION**

|                        |                           |  |  |
|------------------------|---------------------------|--|--|
| Billing Contact:       | Patrick Swain             | Billing Address:                             | 1149 Pearl Street, 7 <sup>th</sup> Floor |
| Billing Contact Title: | County Auditor            | City:  | Beaumont                                 |
| Billing Phone #:       | 409-835-8500              | State:                                       | Texas                                    |
| Billing Fax #:         | 409-835-2369              | Zip Code:                                    | 77701                                    |
| Billing E-mail:        | pswain@co.jefferson.tx.us | <i>Your invoice will be sent via E-mail.</i> |  |

**Agency Type:**

- Federal/State/County/City/Local/Government
- Non-Profit Organization
- For-Profit Organization
- Apartment Complex/Property Management
- Social Security Administration
- Housing Authority
- Third Party Vendor for Government Agency
- Other: Please specify \_\_\_\_\_

**Each program requires documented proof. Specific Program(s) that will use this service:**

- Food Stamps
- Fraud Investigations
- Low-Income Energy Assistance
- Low-Income Housing
- TANF
- Child Support Enforcement
- Pre-Employment
- Mortgage Loans
- MEDICAID
- Daycare Assistance
- Work-related Assistance
- Collections
- Other: (Please indicate other programs that will use this service: Indigent Health Care Program for Jefferson County Public Health Units I & II)

# STATEMENT OF WORK TX071316JC

## JEFFERSON COUNTY, TEXAS

### SCANNING OF PHOTOSTAT BOOKS

Version 1.0

July 13, 2016

Manatron, Inc. – A Thomson Reuters Business

Prepared by: John Rickerby

Document submitted by Manatron, Inc. – A Thomson Reuters Business

Thomson Reuters Tax & Accounting, Government

Records Management Division

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## PROJECT SUMMARY

|                                |   |
|--------------------------------|---|
| Project:                       | On-site scanning of Photostat books   |
| Project Site:                  | Jefferson County<br>1001 Pearl Street<br>Beaumont, Texas 77701  |
| County Contact:                | Carolyn Guidry, County Clerk<br>(409) 835-8475<br>cguidry@co.jefferson.tx.us  |
| Target Date of Implementation: | Detailed schedule with agreed-upon dates to be delivered in the planning phase of the project.  |
| Scope:                         | The scope of this project addresses the on-site scanning of 85 DD214 Photostat books, as follows: <ul style="list-style-type: none"> <li>DD214 Books 1 – 73: 73 books with an estimated 600 pages per book (11.5” x 18”)</li> <li>DD214 Books 74 – 85: 12 books with an estimated 600 pages per book (10” x 15”)</li> </ul> An estimated total of 51,000 JPEG images will be scanned and converted to TIFF. |
| Technology:                    | No additional hardware is required.   |

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business (“Thomson Reuters Tax & Accounting, Government” or “TRTA Gov”) and the Jefferson County, Texas County Clerk (the “County”).

## PROJECT OVERVIEW

This Statement of Work (“SOW”) defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

## PROJECT IMPLEMENTATION

### PURPOSE STATEMENT

The purpose of this project is to implement various initiatives for the County. This statement of work describes the work that TRTA Gov is responsible for implementing. The scope of this project includes the on-site scanning of DD214 Photostat books. Upon SOW signing, a project schedule will be developed between TRTA Gov and the County.

### COUNTY REQUIREMENTS

The County will provide a 6' x 12' space inside the County building near the vault with access 24 hours per day, 7 days a week, electricity, lighting and heat/air to allow on-site scanning. If on-site access is not available 24/7 within the County building, the County will provide a 8' x 22' parking space on County property near the vault with 24/7 access and electricity to allow on-premise scanning in a mobile scan center. If on-site or on-premise time is less than 24/7, the time and investment to complete this project will change according to the hours and days access is available.

### SCOPE STATEMENT

- **On-Site Scanning** – TRTA Gov will provide all necessary hardware, software, staff, project managers and a mobile scan center to perform scanning at the County's facility 24 hours per day, 7 days a week. If on-site or on-premise time is less than 24/7, the time and investment to complete the project will change according to the hours and days that access is available.
- **Book Inventory** – TRTA Gov staff will create an inventory report of all the books that require capture. The report will contain the type of book and book number.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, TRTA Gov can sort or prep them for \$25.00 per hour. If pages are too fragile to handle, TRTA Gov will bring this to the County's attention and recommend a book restoration and binding company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold two pages (left and right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders, and books will be put back onto shelves in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut, and the pages and binder will remain intact. Pages will be scanned on a book scanner at 300 dpi and are saved as color JPEG images. TRTA Gov's book scanners will capture two pages (left and right) per image and utilize book cradles to hold pages level. A glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.
- **Mechanical Book Scanning** – Handwritten, typed and Photostat pages are removed from mechanical binders and are scanned in color at 300 dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up.
- **On-Site Content Inspection** – TRTA Gov's on-site staff will inspect 100% of the images to ensure that none of the pages are missing, overlapping, cut off or out of focus. Any missing, overlapping, cut-off or out-of-focus images will be re-scanned at no charge prior to the on-site team leaving the premises.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300 dpi single-page black and white TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero-filled eight-digit number and stored in folders named by the document type and book number.

## PROJECT SCOPE/VOLUME ASSURANCE

In the case that TRTA Gov processes a number of records and TRTA Gov identifies a remaining volume of images to be processed that equals a total number of images greater than 5% of the original estimate, TRTA Gov will recognize a “Red Light” project status, signalling a stop in processing. TRTA Gov will estimate the new total number of images to be processed and will contact the County to communicate the updated estimate. TRTA Gov will produce an addendum to reflect the increases/changes from the original estimate(s) for this project, the updated pricing, and the impact the increase/changes will have on the project, including billing and delivery dates. Upon County acceptance and sign-off of the addendum, TRTA Gov will recognize “Green Light” project status and proceed with the project.

## PROJECT STAKEHOLDERS

| Name                            | Role                              | Contact Information   | Responsibility  |
|---------------------------------|-----------------------------------|---|---|
| Carolyn Guidry,<br>County Clerk | County Sponsor                    | Office: (409) 835-8475<br>Email: cguidry@co.jefferson.tx.us | Accepts deliverables;<br>approves change.                               |
| Dan Cullerton                   | TRTA Gov<br>Sponsor               | Office: (269) 388-2514<br>Email: dan.cullerton@tr.com       | Point of escalation; approves<br>change.                                |
| TBD                             | TRTA Gov<br>Project Manager       | Office:<br>Email:   | Monitors schedule and<br>deliverables; coordinates<br>responsibilities. |
| TBD                             | TRTA Gov<br>Technical<br>Resource | Office:<br>Email:   | Technical expert;<br>database/application<br>maintenance.               |

## PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PRODEDURES

### COMMUNICATIONS PLAN

In order to keep the County and TRTA Gov project managers and the project team informed on the progress of the project, a Communications Plan will be created for the Project Execution Plan. The Communications Plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

### PROJECT STATUS MEETINGS

The County and TRTA Gov project managers will meet regularly to update the project’s progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

### LOCATION OF PROJECT DOCUMENTS, DELIVERABLES, AND FILES

Soft copies of any project documents, deliverables, status reports, meeting notes, etc., will be kept by the TRTA Gov project manager electronically and are available upon request.

## ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

The TRTA Gov and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

## NOTICE

TRTA Gov reserves the right to subcontract work as it deems necessary to perform the services detailed in this SOW. TRTA Gov shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

## CHANGE MANAGEMENT PROCESS

The change management process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

A “change of scope” is defined as a change to any of the following:

- A change to the number of books, film rolls or cards to be processed;
- A change in the document types to be processed;
- A change in the order/priority of items to be processed;
- A change to the fields to be indexed or the rules by which they are indexed;
- A change to the number of loads made to Aumentum;
- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the TRTA Gov application software that deviates from the mutually agreed upon final software requirements; or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in TRTA Gov’s Change Management System. The County or TRTA Gov can initiate these change requests or addendums. The party shall identify the nature of the proposed change and reasons for the proposed change.

TRTA Gov shall evaluate the effect of the change set forth in the change request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of TRTA Gov’s evaluation shall be added to and become part of the change request. If TRTA Gov’s evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If TRTA Gov’s evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the County to determine mutual interest in pursuing the change request. The County may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

## PROJECT PRICING

TRTA Gov will provide the services described in this statement of work for the price specified below. Pricing is per item, and the estimate below is based on initial understanding of scope. The number of items provided is only an estimate. Billing will be for the actual number of items processed and delivered during the project.

### SCANNING OF DD214 BOOKS

| Item   | Estimated Quantity | Unit Price | Estimated Total Price |
|--|--------------------|------------|-----------------------|
| Scanning of JPEG images and conversion to TIFF | 51,000 images      | \$0.075    | \$3,825.00            |

### BILLING

The County will be billed for the actual number of items processed. Invoices will be issued upon the completion of Acceptance Forms 1 and 2.

# ATTACHMENT 1 – AGREEMENT TO SOW

## STATEMENT OF WORK AGREED UPON AND ACCEPTED

### Agreement and Acceptance

This Statement of Work will confirm all requests for professional services as outlined and at the prices indicated.

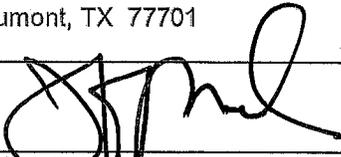
This SOW will be addendum to existing Statement of Work TX2012.001.01SOW between the County and TRTA Gov. All the terms and conditions of that agreement will pertain except as modified herein.

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 statement of work is to be handled through TRTA Gov's Change Management Process.

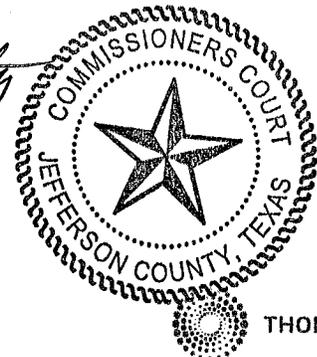
(The entirety of any digital images and indexes created during this project are the exclusive property of Jefferson County, Texas. TRTA Gov will not retain a copy of, sell, or give away any digital images or indexes processed for the project described in this SOW.)

This agreement is not effective until executed by both parties.

### Signatures

|   |  |
|---|--|
| Jefferson County<br>1001 Pearl Street<br>Beaumont, TX 77701                             | TRTA Gov<br>1807 Braker Lane, Suite 400<br>Austin, TX 78758                              |
| BY:  | BY:  |
| PRINTED NAME:<br>Jeff R. Branick  | PRINTED NAME:<br>Matthew Henry   |
| TITLE:<br>County Judge  | TITLE:<br>Lead Contract Administrator  |
| DATE:<br>07/18/2016   | DATE:<br>July 14, 2016   |

ATTEST  Chief Deputy  
DATE 7/18/16



## ATTACHMENT 2 – ACCEPTANCE FORMS

### ACCEPTANCE FORM 1 – SCANNING (BILLING ACCEPTANCE FORM) INITIAL DELIVERY ACCEPTANCE CRITERIA

#### Purpose

The purpose of this acceptance form is for the County to provide acceptance of scanning services and billing for this project.

#### Outputs

- TRTA Gov has completed scanning services for this batch as detailed in this SOW.
- There were \_\_\_\_\_ images delivered for this project.
- The County will start the thirty-calendar-day review and verification of the images.
- The County will document all errors discovered within the thirty-calendar-day review period.
- TRTA Gov will remediate all submitted errors within ten business days.

Scanning services for this project were completed on the following date: \_\_\_\_\_

#### Billing

The County agrees to be billed for 75% of the value of this batch, as follows:

\_\_\_\_\_ images x \$0.075 per image x .75 = \$ \_\_\_\_\_

#### Signatures

By signing this acceptance document, the County and TRTA Gov agree to the outputs specified above. The County also agrees to be billed for the total due shown above. 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 any remaining deliverables for further review.

|   |   |
|---|---|
| Jefferson County<br>1001 Pearl Street<br>Beaumont, TX 77701 | TRTA Gov<br>1807 Braker Lane, Suite 400<br>Austin, TX 78758 |
| BY:   | BY:   |
| PRINTED NAME:   | PRINTED NAME:   |
| TITLE:  | TITLE:  |
| DATE:   | DATE:   |

ACCEPTANCE FORM 2 –  
 SCANNING (BILLING ACCEPTANCE FORM)  
 FINAL DELIVERY ACCEPTANCE CRITERIA

**Purpose**

The purpose of this acceptance form is for the County to provide final acceptance of scanning services and billing for this project.

**Outputs**

- The County has completed the thirty-calendar-day review and verification of the images.
- The County has documented all errors discovered within the thirty-calendar-day review period.
- TRTA Gov has remediated all submitted errors within the ten-business-day remediation period.

These items were completed on the following date: \_\_\_\_\_

**Billing**

The County agrees to be billed for 25% of the value of this batch, as follows:

\_\_\_\_\_ images x \$0.075 per image x .25 = \$\_\_\_\_\_

**Signatures**

By signing this acceptance document, the County and TRTA Gov agree to the outputs specified above. The County also agrees to be billed for the total due shown above. 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 any remaining deliverables for further review.

|   |   |
|---|---|
| Jefferson County<br>1001 Pearl Street<br>Beaumont, TX 77701 | TRTA Gov<br>1807 Braker Lane, Suite 400<br>Austin, TX 78758 |
| BY:   | BY:   |
| PRINTED NAME:   | PRINTED NAME:   |
| TITLE:  | TITLE:  |
| DATE:   | DATE:   |

**ACCEPTANCE FORM 3 –  
PROJECT FINAL ACCEPTANCE CRITERIA (NON-BILLING ACCEPTANCE FORM)**

**Purpose**

The purpose of this acceptance form is for the County to agree that this project is complete.

**Outputs**

- TRTA Gov has completed all the services detailed in this SOW;
- The project detailed in this SOW is complete.

These services were completed on the following date: \_\_\_\_\_

**Actual Total Project Price**

\_\_\_\_\_ actual images x \$0.075 = \$ \_\_\_\_\_

**Signatures**

By signing this acceptance document, the County and TRTA Gov agree that the project detailed in this SOW is complete. 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 any remaining deliverables for further review.

|   |   |
|---|---|
| Jefferson County<br>1001 Pearl Street<br>Beaumont, TX 77701 | TRTA Gov<br>1807 Braker Lane, Suite 400<br>Austin, TX 78758 |
| BY:   | BY:   |
| PRINTED NAME:   | PRINTED NAME:   |
| TITLE:  | TITLE:  |
| DATE:   | DATE:   |

# STATEMENT OF WORK TX071316JC

## JEFFERSON COUNTY, TEXAS

### SCANNING OF PHOTOSTAT BOOKS

Version 1.0

July 13, 2016

Manatron, Inc. – A Thomson Reuters Business

Prepared by: John Rickerby



Document submitted by Manatron, Inc. – A Thomson Reuters Business

Thomson Reuters Tax & Accounting, Government

Records Management Division

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Austin, Texas 78758

Tel.: (866) 917-4354

Fax: (512) 833-8343

Thomson Reuters Tax & Accounting, Government

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## PROJECT SUMMARY

|                                |   |
|--------------------------------|---|
| Project:                       | On-site scanning of Photostat books   |
| Project Site:                  | Jefferson County<br>1001 Pearl Street<br>Beaumont, Texas 77701  |
| County Contact:                | Carolyn Guidry, County Clerk<br>(409) 835-8475<br>cguidry@co.jefferson.tx.us  |
| Target Date of Implementation: | Detailed schedule with agreed-upon dates to be delivered in the planning phase of the project.  |
| Scope:                         | The scope of this project addresses the on-site scanning of 85 DD214 Photostat books, as follows: <ul style="list-style-type: none"> <li>DD214 Books 1 – 73: 73 books with an estimated 600 pages per book (11.5” x 18”)</li> <li>DD214 Books 74 – 85: 12 books with an estimated 600 pages per book (10” x 15”)</li> </ul> An estimated total of 51,000 JPEG images will be scanned and converted to TIFF. |
| Technology:                    | No additional hardware is required.   |

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business (“Thomson Reuters Tax & Accounting, Government” or “TRTA Gov”) and the Jefferson County, Texas County Clerk (the “County”).

## PROJECT OVERVIEW

This Statement of Work (“SOW”) defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

## PROJECT IMPLEMENTATION

### PURPOSE STATEMENT

The purpose of this project is to implement various initiatives for the County. This statement of work describes the work that TRTA Gov is responsible for implementing. The scope of this project includes the on-site scanning of DD214 Photostat books. Upon SOW signing, a project schedule will be developed between TRTA Gov and the County.

### COUNTY REQUIREMENTS

The County will provide a 6' x 12' space inside the County building near the vault with access 24 hours per day, 7 days a week, electricity, lighting and heat/air to allow on-site scanning. If on-site access is not available 24/7 within the County building, the County will provide a 8' x 22' parking space on County property near the vault with 24/7 access and electricity to allow on-premise scanning in a mobile scan center. If on-site or on-premise time is less than 24/7, the time and investment to complete this project will change according to the hours and days access is available.

### SCOPE STATEMENT

- **On-Site Scanning** – TRTA Gov will provide all necessary hardware, software, staff, project managers and a mobile scan center to perform scanning at the County's facility 24 hours per day, 7 days a week. If on-site or on-premise time is less than 24/7, the time and investment to complete the project will change according to the hours and days that access is available.
- **Book Inventory** – TRTA Gov staff will create an inventory report of all the books that require capture. The report will contain the type of book and book number.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, TRTA Gov can sort or prep them for \$25.00 per hour. If pages are too fragile to handle, TRTA Gov will bring this to the County's attention and recommend a book restoration and binding company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold two pages (left and right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders, and books will be put back onto shelves in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut, and the pages and binder will remain intact. Pages will be scanned on a book scanner at 300 dpi and are saved as color JPEG images. TRTA Gov's book scanners will capture two pages (left and right) per image and utilize book cradles to hold pages level. A glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.
- **Mechanical Book Scanning** – Handwritten, typed and Photostat pages are removed from mechanical binders and are scanned in color at 300 dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time that vertical lines appear to minimize file size and eliminate data from being covered up.
- **On-Site Content Inspection** – TRTA Gov's on-site staff will inspect 100% of the images to ensure that none of the pages are missing, overlapping, cut off or out of focus. Any missing, overlapping, cut-off or out-of-focus images will be re-scanned at no charge prior to the on-site team leaving the premises.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300 dpi single-page black and white TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero-filled eight-digit number and stored in folders named by the document type and book number.

## PROJECT SCOPE/VOLUME ASSURANCE

In the case that TRTA Gov processes a number of records and TRTA Gov identifies a remaining volume of images to be processed that equals a total number of images greater than 5% of the original estimate, TRTA Gov will recognize a “Red Light” project status, signalling a stop in processing. TRTA Gov will estimate the new total number of images to be processed and will contact the County to communicate the updated estimate. TRTA Gov will produce an addendum to reflect the increases/changes from the original estimate(s) for this project, the updated pricing, and the impact the increase/changes will have on the project, including billing and delivery dates. Upon County acceptance and sign-off of the addendum, TRTA Gov will recognize “Green Light” project status and proceed with the project.

## PROJECT STAKEHOLDERS

| Name                            | Role                              | Contact Information   | Responsibility  |
|---------------------------------|-----------------------------------|---|---|
| Carolyn Guidry,<br>County Clerk | County Sponsor                    | Office: (409) 835-8475<br>Email: cguidry@co.jefferson.tx.us | Accepts deliverables;<br>approves change.                               |
| Dan Cullerton                   | TRTA Gov<br>Sponsor               | Office: (269) 388-2514<br>Email: dan.cullerton@tr.com       | Point of escalation; approves<br>change.                                |
| TBD                             | TRTA Gov<br>Project Manager       | Office:<br>Email:   | Monitors schedule and<br>deliverables; coordinates<br>responsibilities. |
| TBD                             | TRTA Gov<br>Technical<br>Resource | Office:<br>Email:   | Technical expert;<br>database/application<br>maintenance.               |

## PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PRODEDURES

### COMMUNICATIONS PLAN

In order to keep the County and TRTA Gov project managers and the project team informed on the progress of the project, a Communications Plan will be created for the Project Execution Plan. The Communications Plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

### PROJECT STATUS MEETINGS

The County and TRTA Gov project managers will meet regularly to update the project’s progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

### LOCATION OF PROJECT DOCUMENTS, DELIVERABLES, AND FILES

Soft copies of any project documents, deliverables, status reports, meeting notes, etc., will be kept by the TRTA Gov project manager electronically and are available upon request.

## ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

The TRTA Gov and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

## NOTICE

TRTA Gov reserves the right to subcontract work as it deems necessary to perform the services detailed in this SOW. TRTA Gov shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

## CHANGE MANAGEMENT PROCESS

The change management process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

A “change of scope” is defined as a change to any of the following:

- A change to the number of books, film rolls or cards to be processed;
- A change in the document types to be processed;
- A change in the order/priority of items to be processed;
- A change to the fields to be indexed or the rules by which they are indexed;
- A change to the number of loads made to Aumentum;
- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the TRTA Gov application software that deviates from the mutually agreed upon final software requirements; or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in TRTA Gov’s Change Management System. The County or TRTA Gov can initiate these change requests or addendums. The party shall identify the nature of the proposed change and reasons for the proposed change.

TRTA Gov shall evaluate the effect of the change set forth in the change request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of TRTA Gov’s evaluation shall be added to and become part of the change request. If TRTA Gov’s evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If TRTA Gov’s evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the County to determine mutual interest in pursuing the change request. The County may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

## PROJECT PRICING

TRTA Gov will provide the services described in this statement of work for the price specified below. Pricing is per item, and the estimate below is based on initial understanding of scope. The number of items provided is only an estimate. Billing will be for the actual number of items processed and delivered during the project.

### SCANNING OF DD214 BOOKS

| Item   | Estimated Quantity | Unit Price | Estimated Total Price |
|--|--------------------|------------|-----------------------|
| Scanning of JPEG images and conversion to TIFF | 51,000 images      | \$0.075    | \$3,825.00            |

### BILLING

The County will be billed for the actual number of items processed. Invoices will be issued upon the completion of Acceptance Forms 1 and 2.

## ATTACHMENT 1 – AGREEMENT TO SOW

### STATEMENT OF WORK AGREED UPON AND ACCEPTED

#### Agreement and Acceptance

This Statement of Work will confirm all requests for professional services as outlined and at the prices indicated.

This SOW will be addendum to existing Statement of Work TX2012.001.01SOW between the County and TRTA Gov. All the terms and conditions of that agreement will pertain except as modified herein.

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 statement of work is to be handled through TRTA Gov’s Change Management Process.

(The entirety of any digital images and indexes created during this project are the exclusive property of Jefferson County, Texas. TRTA Gov will not retain a copy of, sell, or give away any digital images or indexes processed for the project described in this SOW.)

This agreement is not effective until executed by both parties.

#### Signatures

|   |   |
|---|---|
| Jefferson County<br>1001 Pearl Street<br>Beaumont, TX 77701 | TRTA Gov<br>1807 Braker Lane, Suite 400<br>Austin, TX 78758 |
| BY:   | BY:   |
| PRINTED NAME:   | PRINTED NAME:   |
| TITLE:  | TITLE:  |
| DATE:   | DATE:   |

## ATTACHMENT 2 – ACCEPTANCE FORMS

### ACCEPTANCE FORM 1 – SCANNING (BILLING ACCEPTANCE FORM) INITIAL DELIVERY ACCEPTANCE CRITERIA

#### Purpose

The purpose of this acceptance form is for the County to provide acceptance of scanning services and billing for this project.

#### Outputs

- TRTA Gov has completed scanning services for this batch as detailed in this SOW.
- There were \_\_\_\_\_ images delivered for this project.
- The County will start the thirty-calendar-day review and verification of the images.
- The County will document all errors discovered within the thirty-calendar-day review period.
- TRTA Gov will remediate all submitted errors within ten business days.

Scanning services for this project were completed on the following date: \_\_\_\_\_

#### Billing

The County agrees to be billed for 75% of the value of this batch, as follows:

\_\_\_\_\_ images x \$0.075 per image x .75 = \$ \_\_\_\_\_

#### Signatures

By signing this acceptance document, the County and TRTA Gov agree to the outputs specified above. The County also agrees to be billed for the total due shown above. 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 any remaining deliverables for further review.

|   |   |
|---|---|
| Jefferson County<br>1001 Pearl Street<br>Beaumont, TX 77701 | TRTA Gov<br>1807 Braker Lane, Suite 400<br>Austin, TX 78758 |
| BY:   | BY:   |
| PRINTED NAME:   | PRINTED NAME:   |
| TITLE:  | TITLE:  |
| DATE:   | DATE:   |

ACCEPTANCE FORM 2 –  
 SCANNING (BILLING ACCEPTANCE FORM)  
 FINAL DELIVERY ACCEPTANCE CRITERIA

**Purpose**

The purpose of this acceptance form is for the County to provide final acceptance of scanning services and billing for this project.

**Outputs**

- The County has completed the thirty-calendar-day review and verification of the images.
- The County has documented all errors discovered within the thirty-calendar-day review period.
- TRTA Gov has remediated all submitted errors within the ten-business-day remediation period.

These items were completed on the following date: \_\_\_\_\_

**Billing**

The County agrees to be billed for 25% of the value of this batch, as follows:

\_\_\_\_\_ images x \$0.075 per image x .25 = \$\_\_\_\_\_

**Signatures**

By signing this acceptance document, the County and TRTA Gov agree to the outputs specified above. The County also agrees to be billed for the total due shown above. 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 any remaining deliverables for further review.

|   |   |
|---|---|
| Jefferson County<br>1001 Pearl Street<br>Beaumont, TX 77701 | TRTA Gov<br>1807 Braker Lane, Suite 400<br>Austin, TX 78758 |
| BY:   | BY:   |
| PRINTED NAME:   | PRINTED NAME:   |
| TITLE:  | TITLE:  |
| DATE:   | DATE:   |

**ACCEPTANCE FORM 3 –  
PROJECT FINAL ACCEPTANCE CRITERIA (NON-BILLING ACCEPTANCE FORM)**

**Purpose**

The purpose of this acceptance form is for the County to agree that this project is complete.

**Outputs**

- TRTA Gov has completed all the services detailed in this SOW;
- The project detailed in this SOW is complete.

These services were completed on the following date: \_\_\_\_\_

**Actual Total Project Price**

\_\_\_\_\_ actual images x \$0.075 = \$ \_\_\_\_\_

**Signatures**

By signing this acceptance document, the County and TRTA Gov agree that the project detailed in this SOW is complete. 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 any remaining deliverables for further review.

|   |   |
|---|---|
| Jefferson County<br>1001 Pearl Street<br>Beaumont, TX 77701 | TRTA Gov<br>1807 Braker Lane, Suite 400<br>Austin, TX 78758 |
| BY:   | BY:   |
| PRINTED NAME:   | PRINTED NAME:   |
| TITLE:  | TITLE:  |
| DATE:   | DATE:   |



**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: July 12, 2016  
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

July 18, 2016

| DEPARTMENT                              | DESCRIPTION OF PROPERTY       | SERIAL NO.      | ASSET NO. |
|---|-------------------------------|-----------------|-----------|
| CONSTABLE PCT. 6                        | LAW BOOKS                     |                 |           |
| CONSTABLE PCT. 6                        | HP OFFICEJET PRO PRINTER 6230 | TH56N6410RM     |           |
| <i>contact person: Samantha Redeaux</i> |                               |                 |           |
| CRIMINAL DISTRICT COURT                 | OFFICE CHAIR                  |                 |           |
| <i>contact person: Kim Carter</i>       |                               |                 |           |
| EMERGENCY MANAGEMENT                    | HP PLOTTER DJ5000             | SG17514001      |           |
| <i>contact person: Mike White</i>       |                               |                 |           |
| HEALTH & WELFARE I                      | DESK                          |                 |           |
| HEALTH & WELFARE I                      | CHAIR                         | 12359           |           |
| HEALTH & WELFARE I                      | BURGUNDY LEATHER CHAIR        |                 |           |
| HEALTH & WELFARE I                      | BLACK LEATHER EXECUTIVE CHAIR |                 |           |
| HEALTH & WELFARE I                      | 2-DOOR CABINET                |                 |           |
| HEALTH & WELFARE I                      | 3-SHELF BOOKCASE              |                 |           |
| HEALTH & WELFARE I                      | 2-SHREDDERS                   |                 |           |
| <i>contact person: Rachael Draguski</i> |                               |                 |           |
| SERVICE CENTER                          | FAX MACHINE                   | U61325HON523287 |           |
| <i>contact person: Joe Zurita</i>       |                               |                 |           |

Approved by Commissioners' Court: \_\_\_\_\_

**Veteran Service  
Office**

# Memo

**To:** Fran Lee  
**From:** Hilary L. Guest  
**CC:**  
**Date:** July 7, 2016  
**Re:** Budget Transfer

---

I would like to request the following budget transfer at this time. I would like to transfer \$1000.00. From Contractual Services (acct. # 120-8096-419.5077) to my minor equipment (acct. # 120-8096-419.3084) to cover the cost of the fax modular kits for copiers (2 total).

Thank you.



Hilary L. Guest



*Jeff Greenway*

Constable, Precinct 7

7933 Viterbo Road, Suite 5 • Beaumont, TX 77705  
(409) 719-5990 Fax (409) 721-6017

July 12, 2016

To: FRAN LEE

Due to the lack of money on the "extra help" account because of the Office Specialist taking 6 weeks for maternity leave, I am requesting to transfer money from the Employees Insurance account (120-3071-425-2003) to the Extra Help account (120-3071-425-1005). Please let me know if you have any other questions. Thank you. *\$4,500*

Approved:

Constable, Jeff Greenway, Pct. 7

| NAME                                | AMOUNT    | CHECK NO. | TOTAL       |
|-------------------------------------|-----------|-----------|-------------|
| JURY FUND                           |           |           |             |
| DAWN DONUTS                         | 127.50    | 422972    | 127.50**    |
| ROAD & BRIDGE PCT.#1                |           |           |             |
| ENTERGY                             | 736.42    | 422770    | 736.42**    |
| ROAD & BRIDGE PCT.#2                |           |           |             |
| CITY OF NEDERLAND                   | 138.62    | 422750    |             |
| MUNRO'S                             | 11.95     | 422789    |             |
| PHILPOTT MOTORS, INC.               | 47.32     | 422794    |             |
| AT&T                                | 93.63     | 422810    |             |
| BUMPER TO BUMPER                    | 49.00     | 422878    | 340.52**    |
| ROAD & BRIDGE PCT. # 3              |           |           |             |
| SPIDLE & SPIDLE                     | 1,610.37  | 422734    |             |
| FARM & HOME SUPPLY                  | 45.47     | 422763    |             |
| GULF COAST AUTOMOTIVE, INC.         | 52.78     | 422769    |             |
| MUNRO'S                             | 38.15     | 422789    |             |
| SMART'S TRUCK & TRAILER, INC.       | 139.78    | 422808    |             |
| TIME WARNER COMMUNICATIONS          | 86.91     | 422814    |             |
| MATHESON TRI-GAS                    | 177.75    | 422819    |             |
| VULCAN MATERIALS CO.                | 3,962.38  | 422821    |             |
| STRATTON INC.                       | 15.55     | 422823    |             |
| ROLLINS TRUCK & TRAILER REPAIR      | 235.00    | 422831    |             |
| HOWARD'S AUTO SUPPLY                | 334.18    | 422835    |             |
| WALMART COMMUNITY BRC               | 81.44     | 422854    |             |
| CENTERPOINT ENERGY RESOURCES CORP   | 34.06     | 422881    |             |
| MARTIN PRODUCT SALES LLC            | 27,733.56 | 422888    |             |
| BILL WILLIAMS                       | 200.00    | 422893    |             |
| ATSCO                               | 70.00     | 422901    |             |
| ON TIME TIRE                        | 766.88    | 422930    |             |
| SILSBEE FORD INC                    | 26,081.95 | 422945    | 61,666.21** |
| ROAD & BRIDGE PCT.#4                |           |           |             |
| AYRES MFG. CO.                      | 1,234.95  | 422741    |             |
| BEAUMONT TRACTOR COMPANY            | 261.99    | 422744    |             |
| CHEM SEARCH                         | 386.55    | 422745    |             |
| COASTAL WELDING SUPPLY              | 45.00     | 422751    |             |
| RB EVERETT & COMPANY, INC.          | 35.28     | 422762    |             |
| CASH ADVANCE ACCOUNT                | 94.00     | 422778    |             |
| M&D SUPPLY                          | 59.38     | 422781    |             |
| MUNRO'S                             | 129.74    | 422789    |             |
| OFFICE DEPOT                        | 490.77    | 422791    |             |
| OIL CITY TRACTORS, INC.             | 205.85    | 422792    |             |
| SMART'S TRUCK & TRAILER, INC.       | 1,080.00  | 422808    |             |
| AT&T                                | 76.64     | 422810    |             |
| BRENT CHRISTOPHER PHOTOGRAPHY       | 214.65    | 422874    |             |
| MARTIN PRODUCT SALES LLC            | 356.11    | 422888    |             |
| INTERSTATE ALL BATTERY CENTER - BMT | 679.70    | 422908    |             |
| ON TIME TIRE                        | 70.99     | 422930    |             |
| ASCO                                | 189.66    | 422936    |             |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 205.31    | 422948    |             |
| GCR TIRES & SERVICE                 | 1,510.96  | 422953    |             |
| MARTIN MARIEETA MATERIALS           | 958.46    | 422965    | 8,285.99**  |
| ENGINEERING FUND                    |           |           |             |
| TACERA                              | 135.00    | 422816    |             |
| VERIZON WIRELESS                    | 246.07    | 422848    |             |
| JEFFERSON COUNTY CREDIT CARDS       | 30.00     | 422916    | 411.07**    |
| PARKS & RECREATION                  |           |           |             |
| CITY OF PORT ARTHUR - WATER DEPT.   | 531.74    | 422748    |             |
| ENTERGY                             | 1,554.67  | 422770    |             |
| VULCAN MATERIALS CO.                | 6,815.98  | 422821    |             |
| LOWE'S HOME CENTERS, INC.           | 20.10     | 422865    |             |
| JEFFERSON COUNTY CREDIT CARDS       | 171.10    | 422916    |             |

| NAME                             | AMOUNT   | CHECK NO. | TOTAL       |
|----------------------------------|----------|-----------|-------------|
| URETEK ICR                       | 8,085.00 | 422932    | 17,178.59** |
| GENERAL FUND                     |          |           |             |
| TAX OFFICE                       |          |           |             |
| ACE IMAGEWEAR                    | 21.35    | 422807    |             |
| UNITED STATES POSTAL SERVICE     | 1,073.21 | 422856    |             |
| UNITED STATES POSTAL SERVICE     | 48.43    | 422857    | 1,142.99*   |
| COUNTY HUMAN RESOURCES           |          |           |             |
| UNITED STATES POSTAL SERVICE     | 7.26     | 422856    | 7.26*       |
| AUDITOR'S OFFICE                 |          |           |             |
| OFFICE DEPOT                     | 302.21   | 422791    |             |
| UNITED STATES POSTAL SERVICE     | 13.89    | 422856    |             |
| JEFFERSON COUNTY CREDIT CARDS    | 49.99    | 422916    | 366.09*     |
| COUNTY CLERK                     |          |           |             |
| OFFICE DEPOT                     | 85.74    | 422791    |             |
| UNITED STATES POSTAL SERVICE     | 223.72   | 422856    |             |
| UNITED STATES POSTAL SERVICE     | 61.27    | 422857    | 370.73*     |
| COUNTY JUDGE                     |          |           |             |
| CHEROKEE COUNTY CLERK            | 1,641.00 | 422755    |             |
| OFFICE DEPOT                     | 244.86   | 422791    |             |
| UNITED STATES POSTAL SERVICE     | 3.99     | 422856    |             |
| HUBERT OXFORD IV                 | 500.00   | 422902    |             |
| JAN GIROUARD & ASSOCIATES LLC    | 200.00   | 422975    | 2,589.85*   |
| RISK MANAGEMENT                  |          |           |             |
| UNITED STATES POSTAL SERVICE     | 20.31    | 422856    | 20.31*      |
| COUNTY TREASURER                 |          |           |             |
| OFFICE DEPOT                     | 604.84   | 422791    |             |
| UNITED STATES POSTAL SERVICE     | 216.74   | 422856    |             |
| LEXISNEXIS- ACCURINT             | 115.00   | 422911    | 936.58*     |
| PRINTING DEPARTMENT              |          |           |             |
| OLMSTED-KIRK PAPER               | 788.23   | 422793    | 788.23*     |
| PURCHASING DEPARTMENT            |          |           |             |
| UNITED STATES POSTAL SERVICE     | 7.64     | 422856    | 7.64*       |
| GENERAL SERVICES                 |          |           |             |
| CASH ADVANCE ACCOUNT             | 175.00   | 422778    |             |
| OLMSTED-KIRK PAPER               | 1,170.00 | 422793    |             |
| TIME WARNER COMMUNICATIONS       | 204.86   | 422815    |             |
| INTERFACE EAP                    | 1,709.40 | 422830    |             |
| TOWER COMMUNICATIONS, INC.       | 2,435.00 | 422852    |             |
| DYNAMEX INC                      | 201.85   | 422944    |             |
| HILL COUNTRY PEST CONTROL        | 3,644.60 | 422980    | 9,540.71*   |
| DATA PROCESSING                  |          |           |             |
| DAVID A. DOMINGUEZ               | 448.20   | 422757    |             |
| OFFICE DEPOT                     | 70.14    | 422791    |             |
| PRO DATA COMPUTER SERVICES, INC. | 615.00   | 422836    |             |
| CDW COMPUTER CENTERS, INC.       | 415.45   | 422838    |             |
| LEXISNEXIS- ACCURINT             | 115.00   | 422911    | 1,663.79*   |
| VOTERS REGISTRATION DEPT         |          |           |             |
| UNITED STATES POSTAL SERVICE     | 204.97   | 422856    | 204.97*     |
| ELECTIONS DEPARTMENT             |          |           |             |

| NAME                                | AMOUNT   | CHECK NO. | TOTAL      |
|-------------------------------------|----------|-----------|------------|
| WALMART COMMUNITY BRC               | 141.23   | 422854    |            |
| UNITED STATES POSTAL SERVICE        | 16.56    | 422856    |            |
| SIERRA SPRING WATER CO. - BT        | 45.89    | 422859    |            |
| ELECTION ADMINISTRATION REPORT      | 219.00   | 422862    |            |
| JEFFERSON COUNTY CREDIT CARDS       | 352.50   | 422916    |            |
| CABLETIESANDMORE                    | 1,085.98 | 422979    | 1,861.16*  |
| DISTRICT ATTORNEY                   |          |           |            |
| JEFFERSON CTY. YOUNG LAWYER'S ASSOC | 75.00    | 422737    |            |
| DALLAS CHILDRENS ADVOCACY CENTER    | 550.00   | 422756    |            |
| OFFICE DEPOT                        | 407.46   | 422791    |            |
| SECRETARY OF STATE                  | 15.00    | 422805    |            |
| TEXAS DISTRICT & COUNTY ATTY ASSN.  | 410.00   | 422817    |            |
| UNITED STATES POSTAL SERVICE        | 215.19   | 422856    |            |
| UNITED STATES POSTAL SERVICE        | 1.61     | 422857    |            |
| LEXISNEXIS- ACCURINT                | 345.00   | 422911    |            |
| THOMSON REUTERS-WEST                | 1,922.59 | 422939    |            |
| TRANSUNION RISK AND ALTERNATIVE     | 110.00   | 422957    | 4,051.85*  |
| DISTRICT CLERK                      |          |           |            |
| OFFICE DEPOT                        | 523.62   | 422791    |            |
| UNITED STATES POSTAL SERVICE        | 229.99   | 422856    | 753.61*    |
| CRIMINAL DISTRICT COURT             |          |           |            |
| DAVID GROVE                         | 9,650.00 | 422735    |            |
| TRAVIS EVANS                        | 900.00   | 422761    |            |
| CASH ADVANCE ACCOUNT                | 1,503.25 | 422778    |            |
| JOHN E MACEY                        | 800.00   | 422782    |            |
| RENE MULHOLLAND                     | 1,406.50 | 422820    |            |
| KEVIN S. LAINE                      | 600.00   | 422834    |            |
| UNITED STATES POSTAL SERVICE        | 3.40     | 422856    |            |
| JASON ROBERT NICKS                  | 800.00   | 422912    |            |
| THOMAS P ROEBUCK                    | 8,348.00 | 422943    |            |
| MATUSKA LAW FIRM                    | 900.00   | 422949    | 24,911.15* |
| 58TH DISTRICT COURT                 |          |           |            |
| LEXIS-NEXIS                         | 55.00    | 422858    | 55.00*     |
| 136TH DISTRICT COURT                |          |           |            |
| LEXIS-NEXIS                         | 57.00    | 422858    | 57.00*     |
| 172ND DISTRICT COURT                |          |           |            |
| AMERICAN JUDGES ASSOCIATION., INC.  | 150.00   | 422738    |            |
| CASH ADVANCE ACCOUNT                | 1,471.90 | 422778    |            |
| LEXIS-NEXIS                         | 56.00    | 422858    | 1,677.90*  |
| 252ND DISTRICT COURT                |          |           |            |
| GAYLYN COOPER                       | 800.00   | 422731    |            |
| DAVID W BARLOW                      | 750.00   | 422743    |            |
| CHEROKEE COUNTY CLERK               | 422.00   | 422755    |            |
| CASH ADVANCE ACCOUNT                | 584.15   | 422778    |            |
| OFFICE DEPOT                        | 215.99   | 422791    |            |
| NATHAN REYNOLDS, JR.                | 2,000.00 | 422799    |            |
| KEVIN PAULA SEKALY PC               | 250.00   | 422806    |            |
| BRACK JONES JR.                     | 8,750.00 | 422833    |            |
| KEVIN S. LAINE                      | 1,700.00 | 422834    |            |
| UNITED STATES POSTAL SERVICE        | 24.26    | 422856    |            |
| ANTOINE FREEMAN                     | 600.00   | 422897    |            |
| ALLEN PARKER                        | 8,750.00 | 422913    |            |
| SAMUEL & SON LAW FIRM PLLC          | 8,750.00 | 422955    | 33,596.40* |
| 279TH DISTRICT COURT                |          |           |            |
| CASH ADVANCE ACCOUNT                | 1,365.24 | 422778    |            |
| ANITA F. PROVO                      | 75.00    | 422797    |            |
| CHARLES ROJAS                       | 75.00    | 422841    |            |

| NAME                            | AMOUNT   | CHECK NO. | TOTAL      |
|---------------------------------|----------|-----------|------------|
| LEXIS-NEXIS                     | 56.00    | 422858    |            |
| WILLIAM FORD DISHMAN            | 300.00   | 422942    |            |
| LAW OFFICE OF J SCOTT FREDERICK | 75.00    | 422960    | 1,946.24*  |
| 317TH DISTRICT COURT            |          |           |            |
| LAIRO DOWDEN, JR.               | 325.00   | 422758    |            |
| TRAVIS EVANS                    | 325.00   | 422761    |            |
| TERRENCE HOLMES                 | 1,350.00 | 422773    |            |
| MARVA PROVO                     | 1,050.00 | 422795    |            |
| ANITA F. PROVO                  | 2,000.00 | 422797    |            |
| KEVIN PAULA SEKALY PC           | 1,150.00 | 422806    |            |
| BRACK JONES JR.                 | 325.00   | 422832    |            |
| CHARLES ROJAS                   | 660.00   | 422841    |            |
| UNITED STATES POSTAL SERVICE    | .47      | 422856    |            |
| GLEN M. CROCKER                 | 1,260.00 | 422861    |            |
| LANGSTON ADAMS                  | 75.00    | 422867    |            |
| JOEL WEBB VAZQUEZ               | 1,450.00 | 422877    |            |
| TONYA CONNELL TOUPS             | 1,275.00 | 422896    |            |
| ALLEN PARKER                    | 75.00    | 422913    |            |
| JONATHAN L. STOVALL             | 575.00   | 422920    |            |
| LINDSAY LAW FIRM, PLLC          | 1,000.00 | 422922    |            |
| WILLIAM FORD DISHMAN            | 375.00   | 422942    |            |
| MATUSKA LAW FIRM                | 325.00   | 422949    |            |
| TARA SHELANDER                  | 575.00   | 422951    |            |
| MELANIE AIREY                   | 75.00    | 422959    |            |
| GORDON D FRIESZ                 | 725.00   | 422967    |            |
| THE MAYO LAW FIRM PLLC          | 500.00   | 422973    |            |
| ASHLEY CEDILLO                  | 150.00   | 422977    | 15,620.47* |
| JUSTICE COURT-PCT 1 PL 1        |          |           |            |
| UNITED STATES POSTAL SERVICE    | 16.44    | 422856    |            |
| LEXISNEXIS- ACCURINT            | 115.00   | 422911    | 131.44*    |
| JUSTICE COURT-PCT 1 PL 2        |          |           |            |
| LEXISNEXIS- ACCURINT            | 115.00   | 422911    | 115.00*    |
| JUSTICE COURT-PCT 2             |          |           |            |
| LEXISNEXIS- ACCURINT            | 115.00   | 422911    | 115.00*    |
| JUSTICE COURT-PCT 4             |          |           |            |
| AT&T                            | 76.64    | 422810    |            |
| LEXISNEXIS- ACCURINT            | 115.00   | 422911    | 191.64*    |
| JUSTICE COURT-PCT 6             |          |           |            |
| UNITED STATES POSTAL SERVICE    | 25.49    | 422856    |            |
| LEXISNEXIS- ACCURINT            | 115.00   | 422911    | 140.49*    |
| JUSTICE COURT-PCT 7             |          |           |            |
| LEXISNEXIS- ACCURINT            | 115.00   | 422911    | 115.00*    |
| JUSTICE OF PEACE PCT. 8         |          |           |            |
| UNITED STATES POSTAL SERVICE    | 81.25    | 422857    |            |
| LEXISNEXIS- ACCURINT            | 115.00   | 422911    | 196.25*    |
| COUNTY COURT AT LAW NO.1        |          |           |            |
| UNITED STATES POSTAL SERVICE    | 41.00    | 422856    |            |
| LEXIS-NEXIS                     | 52.00    | 422858    |            |
| SIERRA SPRING WATER CO. - BT    | 86.04    | 422860    |            |
| JEFFERSON COUNTY CREDIT CARDS   | 550.00   | 422916    | 729.04*    |
| COUNTY COURT AT LAW NO. 2       |          |           |            |
| GAYLYN COOPER                   | 250.00   | 422731    |            |
| EDWARD B. GRIPON, M.D., P.A.    | 595.00   | 422768    |            |

| NAME                                | AMOUNT   | CHECK NO. | TOTAL     |
|-------------------------------------|----------|-----------|-----------|
| UNITED STATES POSTAL SERVICE        | 3.19     | 422856    |           |
| JEFFERSON COUNTY CREDIT CARDS       | 266.63   | 422916    |           |
| LINDSEY SCOTT                       | 250.00   | 422963    |           |
| AMY TOMLINSON                       | 550.00   | 422970    |           |
| ASHLEY CEDILLO                      | 250.00   | 422977    | 2,164.82* |
| COUNTY COURT AT LAW NO. 3           |          |           |           |
| TERRENCE HOLMES                     | 350.00   | 422773    |           |
| TEXAS ASSN. FOR COURT ADMINISTRATIO | 225.00   | 422812    |           |
| CHARLES ROJAS                       | 300.00   | 422841    |           |
| UNITED STATES POSTAL SERVICE        | 6.78     | 422856    |           |
| LEXIS-NEXIS                         | 55.00    | 422858    |           |
| ANTOINE FREEMAN                     | 250.00   | 422897    |           |
| MATUSKA LAW FIRM                    | 250.00   | 422949    | 1,436.78* |
| COURT MASTER                        |          |           |           |
| JUDGE LARRY GIST                    | 626.98   | 422766    |           |
| UNITED STATES POSTAL SERVICE        | 1.26     | 422856    |           |
| LEXIS-NEXIS                         | 56.00    | 422858    | 684.24*   |
| MEDIATION CENTER                    |          |           |           |
| UNITED STATES POSTAL SERVICE        | 8.78     | 422856    | 8.78*     |
| ALTERNATIVE SCHOOL                  |          |           |           |
| CONSOLIDATED PLASTICS CO., INC.     | 152.98   | 422754    | 152.98*   |
| COMMUNITY SUPERVISION               |          |           |           |
| GUARDIAN FORCE                      | 1,530.00 | 422730    | 1,530.00* |
| SHERIFF'S DEPARTMENT                |          |           |           |
| CITY OF NEDERLAND                   | 51.60    | 422750    |           |
| JEFFERSON CTY. SHERIFF'S DEPARTMENT | 360.00   | 422776    |           |
| MOORMAN & ASSOCIATES, INC.          | 1,200.00 | 422787    |           |
| OFFICE DEPOT                        | 319.77   | 422791    |           |
| AT&T                                | 124.96   | 422810    |           |
| BROWNELLS, INC.                     | 35.56    | 422827    |           |
| CLASSEN BUCK SEMINAR INC            | 151.50   | 422829    |           |
| CDW COMPUTER CENTERS, INC.          | 129.35   | 422838    |           |
| UNITED STATES POSTAL SERVICE        | 947.58   | 422856    |           |
| FIVE STAR FEED                      | 133.85   | 422870    |           |
| INTERSTATE ALL BATTERY CENTER - BMT | 199.99   | 422908    |           |
| JEFFERSON COUNTY CREDIT CARDS       | 423.66   | 422916    |           |
| RITA HURT                           | 825.00   | 422927    |           |
| TRANSUNION RISK AND ALTERNATIVE     | 482.75   | 422957    | 5,385.57* |
| CRIME LABORATORY                    |          |           |           |
| SANITARY SUPPLY, INC.               | 45.04    | 422802    |           |
| HENRY SCHEIN, INC.                  | 166.56   | 422803    |           |
| EXCEL MEDICAL WASTE LLC             | 79.80    | 422962    |           |
| ATTAINIT                            | 92.10    | 422969    | 383.50*   |
| JAIL - NO. 2                        |          |           |           |
| HILO / O'REILLY AUTO PARTS          | 33.75    | 422729    |           |
| JOHNSTONE SUPPLY                    | 30.05    | 422736    |           |
| CITY OF BEAUMONT - WATER DEPT.      | 16.00    | 422747    |           |
| COBURN'S, BEAUMONT BOWIE (1)        | 33.31    | 422752    |           |
| W.W. GRAINGER, INC.                 | 17.61    | 422767    |           |
| HERNANDEZ OFFICE SUPPLY, INC.       | 746.88   | 422771    |           |
| HERTZ CORPORATION                   | 97.42    | 422772    |           |
| M&D SUPPLY                          | 66.94    | 422781    |           |
| MCNEILL INSURANCE AGENCY            | 71.00    | 422784    |           |
| MOORE SUPPLY, INC.                  | 55.95    | 422786    |           |
| OIL CITY TRACTORS, INC.             | 107.91   | 422792    |           |
| RALPH'S INDUSTRIAL ELECTRONICS      | 79.37    | 422801    |           |
| SANITARY SUPPLY, INC.               | 1,827.70 | 422802    |           |

| NAME                                | AMOUNT    | CHECK NO. | TOTAL      |
|-------------------------------------|-----------|-----------|------------|
| SCOTT EQUIPMENT, INC.               | 145.35    | 422804    |            |
| AT&T                                | 1,356.42  | 422810    |            |
| WHOLESALE ELECTRIC SUPPLY CO.       | 99.30     | 422824    |            |
| ADVANCED SYSTEMS & ALARM SERVICES,  | 945.00    | 422840    |            |
| CHARMTEX INC.                       | 1,118.40  | 422871    |            |
| TASER INTERNATIONAL                 | 878.22    | 422879    |            |
| BELT SOURCE                         | 129.25    | 422886    |            |
| TABB TEXTILE COMPANY, INC.          | 3,480.00  | 422903    |            |
| FIRETROL PROTECTION SYSTEMS, INC.   | 920.00    | 422906    |            |
| WORLD FUEL SERVICES                 | 248.45    | 422910    |            |
| FIVE STAR CORRECTIONAL SERVICE      | 49,246.19 | 422914    |            |
| JEFFERSON COUNTY CREDIT CARDS       | 198.56    | 422916    |            |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 745.56    | 422933    |            |
| MATERA PAPER COMPANY INC            | 1,091.40  | 422937    |            |
| LONE STAR UNIFORMS                  | 4,686.98  | 422968    |            |
| INDUSTRIAL TRANSPORTATION WASTE LLC | 720.00    | 422978    |            |
|                                     |           |           | 68,795.85* |
| JUVENILE PROBATION DEPT.            |           |           |            |
| WILLIE DAVIS                        | 20.00     | 422733    |            |
| G. FRAN HUDGINS                     | 1,225.00  | 422774    |            |
| CHERYL TARVER                       | 97.20     | 422828    |            |
| UNITED STATES POSTAL SERVICE        | 11.43     | 422856    |            |
| KESHA NIXON                         | 38.71     | 422887    |            |
| NISHA AMIN                          | 1,600.00  | 422899    |            |
| DURWARD MINOR                       | 137.70    | 422941    |            |
| ROXANA MITCHELL                     | 388.26    | 422964    |            |
| KAREN RIGGS                         | 131.76    | 422971    |            |
|                                     |           |           | 3,650.06*  |
| JUVENILE DETENTION HOME             |           |           |            |
| ALL STAR PLUMBING                   | 586.16    | 422739    |            |
| OFFICE DEPOT                        | 275.30    | 422791    |            |
| KAREN ROBERTS                       | 300.00    | 422907    |            |
| WASTEWATER TRANSPORT SERVICES LLC   | 918.00    | 422950    |            |
| EXCEL MEDICAL WASTE LLC             | 79.80     | 422962    |            |
|                                     |           |           | 2,159.26*  |
| CONSTABLE PCT 1                     |           |           |            |
| CASH ADVANCE ACCOUNT                | 1,179.10  | 422778    |            |
| UNITED STATES POSTAL SERVICE        | 19.21     | 422856    |            |
| LEXISNEXIS- ACCURINT                | 115.00    | 422911    |            |
| SILSBEE FORD INC                    | 332.70    | 422945    |            |
|                                     |           |           | 980.61*    |
| CONSTABLE-PCT 2                     |           |           |            |
| LEXISNEXIS- ACCURINT                | 115.00    | 422911    |            |
|                                     |           |           | 115.00*    |
| CONSTABLE-PCT 4                     |           |           |            |
| AT&T                                | 38.32     | 422810    |            |
| TEXAS CODE BLUE LLC                 | 442.00    | 422876    |            |
| DISH NETWORK                        | 51.54     | 422892    |            |
| WATCH GUARD VIDEO                   | 114.00    | 422895    |            |
| TRANSUNION RISK AND ALTERNATIVE     | 70.00     | 422958    |            |
|                                     |           |           | 715.86*    |
| CONSTABLE-PCT 6                     |           |           |            |
| OFFICE DEPOT                        | 243.70    | 422791    |            |
| UNITED STATES POSTAL SERVICE        | 15.54     | 422856    |            |
| LEXISNEXIS- ACCURINT                | 115.00    | 422911    |            |
|                                     |           |           | 374.24*    |
| CONSTABLE PCT. 7                    |           |           |            |
| CASH ADVANCE ACCOUNT                | 543.25    | 422778    |            |
|                                     |           |           | 543.25*    |
| COUNTY MORGUE                       |           |           |            |
| FMMS HOLDINGS OF TEXAS LLC          | 61,200.00 | 422929    |            |
|                                     |           |           | 61,200.00* |
| AGRICULTURE EXTENSION SVC           |           |           |            |
| UNITED STATES POSTAL SERVICE        | 37.51     | 422856    |            |

| NAME                                | AMOUNT    | CHECK NO. | TOTAL      |
|-------------------------------------|-----------|-----------|------------|
| DAVID OATES                         | 47.52     | 422976    |            |
| CHINATU GLADRICH                    | 75.00     | 422981    |            |
| HEALTH AND WELFARE NO. 1            |           |           | 160.03*    |
| UNITED STATES POSTAL SERVICE        | 38.83     | 422856    |            |
| LEXISNEXIS- ACCURINT                | 115.00    | 422911    |            |
| ESSLINE KNOX                        | 41.04     | 422921    |            |
| HEALTH AND WELFARE NO. 2            |           |           | 194.87*    |
| CITY OF PORT ARTHUR - WATER DEPT.   | 80.00     | 422749    |            |
| O.W. COLLINS APARTMENTS             | 235.26    | 422753    |            |
| FOREST LAWN FUNERAL HOME            | 999.00    | 422764    |            |
| MOODY-HARRIS FUNERAL HOME           | 1,500.00  | 422785    |            |
| OFFICE DEPOT                        | 136.04    | 422791    |            |
| UNITED STATES POSTAL SERVICE        | 328.07    | 422857    |            |
| LEXISNEXIS- ACCURINT                | 115.00    | 422911    |            |
| NURSE PRACTITIONER                  |           |           | 3,393.37*  |
| EXCEL MEDICAL WASTE LLC             | 39.90     | 422962    |            |
| CHILD WELFARE UNIT                  |           |           | 39.90*     |
| DISA, INC.                          | 652.00    | 422759    |            |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 209.75    | 422863    |            |
| J.C. PENNEY'S                       | 1,030.82  | 422864    |            |
| ENVIRONMENTAL CONTROL               |           |           | 1,892.57*  |
| TEXAS COMMISSION ON ENVIRONMENTAL   | 111.00    | 422868    |            |
| INDIGENT MEDICAL SERVICES           |           |           | 111.00*    |
| LOCAL GOVERNMENT SOLUTIONS LP       | 3,773.00  | 422898    |            |
| CARDINAL HEALTH 110 INC             | 15,623.46 | 422940    |            |
| MAINTENANCE-BEAUMONT                |           |           | 19,396.46* |
| AAA LOCK & SAFE                     | 293.50    | 422728    |            |
| CITY OF BEAUMONT - LANDFILL         | 93.50     | 422740    |            |
| CINTAS, INC.                        | 593.07    | 422746    |            |
| RALPH'S INDUSTRIAL ELECTRONICS      | 375.75    | 422801    |            |
| SANITARY SUPPLY, INC.               | 461.40    | 422802    |            |
| ACE IMAGEWEAR                       | 390.42    | 422807    |            |
| WORTH HYDROCHEM                     | 250.00    | 422825    |            |
| SALADIN PUMP & EQUIPMENT            | 7,895.00  | 422839    |            |
| BAKER DISTRIBUTING COMPANY          | 179.16    | 422872    |            |
| BELT SOURCE                         | 183.96    | 422886    |            |
| FIRETROL PROTECTION SYSTEMS, INC.   | 255.00    | 422906    |            |
| JEFFERSON COUNTY CREDIT CARDS       | 346.00    | 422916    |            |
| AI FILTER SERVICE COMPANY           | 732.70    | 422926    |            |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 294.00    | 422933    |            |
| WASTEWATER TRANSPORT SERVICES LLC   | 248.00    | 422950    |            |
| MAINTENANCE-PORT ARTHUR             |           |           | 12,591.46* |
| ENTERGY                             | 5,390.35  | 422770    |            |
| TIME WARNER COMMUNICATIONS          | 300.57    | 422813    |            |
| UNITED STATES POSTAL SERVICE        | 9.40      | 422857    |            |
| MAINTENANCE-MID COUNTY              |           |           | 5,700.32*  |
| CITY OF NEDERLAND                   | 318.51    | 422750    |            |
| ACE IMAGEWEAR                       | 29.12     | 422807    |            |
| W. JEFFERSON COUNTY M.W.D.          | 26.13     | 422822    |            |
| SERVICE CENTER                      |           |           | 373.76*    |
| SPIDLE & SPIDLE                     | 7,026.00  | 422734    |            |
| J.K. CHEVROLET CO.                  | 149.60    | 422775    |            |
| KINSEL FORD, INC.                   | 446.30    | 422779    |            |

| NAME                                | AMOUNT    | CHECK NO. | TOTAL        |
|-------------------------------------|-----------|-----------|--------------|
| THE MUFFLER SHOP                    | 35.00     | 422788    |              |
| RITTER @ HOME                       | 22.55     | 422800    |              |
| AT&T                                | 62.42     | 422810    |              |
| JEFFERSON CTY. TAX OFFICE           | 7.50      | 422844    |              |
| JEFFERSON CTY. TAX OFFICE           | 7.50      | 422845    |              |
| JEFFERSON CTY. TAX OFFICE           | 7.50      | 422846    |              |
| JEFFERSON CTY. TAX OFFICE           | 7.50      | 422847    |              |
| CODE 3 PUBLIC SAFETY EQUIPMENT, INC | 1,044.00  | 422851    |              |
| VOYAGER FLEET SYSTEM, INC.          | 21,165.25 | 422869    |              |
| BUMPER TO BUMPER                    | 618.00    | 422878    |              |
| AMERICAN TIRE DISTRIBUTORS          | 1,241.02  | 422904    |              |
| C & I OIL COMPANY INC               | 855.40    | 422905    |              |
| MIGHTY OF SOUTHEAST TEXAS           | 26.32     | 422925    |              |
|                                     |           |           | 32,721.86*   |
| VETERANS SERVICE                    |           |           |              |
| UNITED STATES POSTAL SERVICE        | 24.79     | 422857    |              |
|                                     |           |           | 24.79*       |
|                                     |           |           | 330,784.98** |
| MOSQUITO CONTROL FUND               |           |           |              |
| EASTEX RUBBER & GASKET              | 345.02    | 422760    |              |
| MUNRO'S                             | 75.70     | 422789    |              |
| FASTENAL                            | 56.13     | 422837    |              |
| PARKER LUMBER                       | 16.18     | 422915    |              |
| JEFFERSON COUNTY CREDIT CARDS       | 541.89    | 422916    |              |
| ONSITE AVIONICS LLC                 | 194.00    | 422952    |              |
|                                     |           |           | 1,228.92**   |
| J.C. FAMILY TREATMENT               |           |           |              |
| JUDY PAASCH                         | 110.00    | 422880    |              |
|                                     |           |           | 110.00**     |
| LAW LIBRARY FUND                    |           |           |              |
| THOMSON REUTERS-WEST                | 131.00    | 422938    |              |
|                                     |           |           | 131.00**     |
| EMPG GRANT                          |           |           |              |
| SOUTHEAST TEXAS WATER               | 53.65     | 422809    |              |
| BUCK SPRINGS WATER                  | 2,296.00  | 422934    |              |
|                                     |           |           | 2,349.65**   |
| JUVENILE DETENTION - TJPC           |           |           |              |
| VERIZON WIRELESS                    | 56.31     | 422849    |              |
|                                     |           |           | 56.31**      |
| JUVENILE PROB & DET. FUND           |           |           |              |
| ANITA F. PROVO                      | 300.00    | 422797    |              |
|                                     |           |           | 300.00**     |
| GRANT A STATE AID                   |           |           |              |
| CASH ADVANCE ACCOUNT                | 250.25    | 422778    |              |
| BI INCORPORATED                     | 520.40    | 422842    |              |
| OMNICARE SAN ANTONIO                | 1,427.66  | 422889    |              |
| VICTORIA COUNTY JUVENILE SERVICES   | 5,320.00  | 422900    |              |
| GRAYSON COUNTY DEPT OF JUVENILE     | 7,410.00  | 422956    |              |
| GLOBAL INSTITUTE OF FORENSIC        | 499.00    | 422982    |              |
|                                     |           |           | 15,427.31**  |
| COMMUNITY SUPERVISION FND           |           |           |              |
| JEFFERSON CTY. COMMUNITY SUP.       | 1,949.00  | 422777    |              |
| CASH ADVANCE ACCOUNT                | 333.50    | 422778    |              |
| OFFICE DEPOT                        | 886.69    | 422791    |              |
| UNITED STATES POSTAL SERVICE        | 42.14     | 422856    |              |
| UNITED STATES POSTAL SERVICE        | 254.05    | 422857    |              |
| LOCAL GOVERNMENT SOLUTIONS LP       | 6,965.00  | 422898    |              |
| DANA DOVER                          | 194.94    | 422961    |              |
| EXCEL MEDICAL WASTE LLC             | 194.60    | 422962    |              |
|                                     |           |           | 10,819.92**  |
| JEFF. CO. WOMEN'S CENTER            |           |           |              |
| AIR COMFORT, INC.                   | 5,756.00  | 422732    |              |
| ALL STAR PLUMBING                   | 361.63    | 422739    |              |

| NAME                                | AMOUNT    | CHECK NO. | TOTAL        |
|-------------------------------------|-----------|-----------|--------------|
| LUBE SHOP                           | 7.00      | 422780    |              |
| KIM MCKINNEY, LPC, LMFT             | 225.00    | 422783    |              |
| FRED PRYOR SEMINARS & CAREER TRACK  | 149.00    | 422798    |              |
| SYSCO FOOD SERVICES, INC.           | 1,480.24  | 422811    |              |
| PETTY CASH - RESTITUTION I          | 77.60     | 422826    |              |
| TEXAS FIRE & COMMUNICATIONS         | 127.50    | 422843    |              |
| TOWER COMMUNICATIONS, INC.          | 60.00     | 422852    |              |
| THE CHANGE COMPANIES                | 193.50    | 422866    |              |
| BEN E KEITH FOODS                   | 2,046.25  | 422875    |              |
| TEXAS A&M UNIVERSITY - COMMERCE     | 100.00    | 422966    | 10,583.72**  |
| JAG GRANTS                          |           |           |              |
| CDW COMPUTER CENTERS, INC.          | 339.09    | 422838    | 339.09**     |
| COUNTY CLERK - RECORD MGT           |           |           |              |
| MANATRON                            | 11,043.64 | 422894    | 11,043.64**  |
| COUNTY RECORDS MANAGEMENT           |           |           |              |
| UNITED STATES POSTAL SERVICE        | 2.45      | 422856    | 2.45**       |
| DARE CONTRIBUTIONS FUND             |           |           |              |
| OFFICE DEPOT                        | 44.23     | 422791    | 44.23**      |
| DEPUTY SHERIFF EDUCATION            |           |           |              |
| CASH ADVANCE ACCOUNT                | 1,496.50  | 422778    |              |
| JEFFERSON COUNTY CREDIT CARDS       | 300.00    | 422916    | 1,796.50**   |
| J.P. COURTROOM TECH. FUND           |           |           |              |
| MARC DEROUEN                        | 667.92    | 422919    | 667.92**     |
| HOTEL OCCUPANCY TAX FUND            |           |           |              |
| D&S SIGN & SUPPLY, INC.             | 526.11    | 422742    |              |
| AT&T                                | 176.18    | 422810    |              |
| TRI-CITY COFFEE SERVICE             | 40.65     | 422818    |              |
| DISH NETWORK                        | 110.55    | 422891    |              |
| SIGN DOCTOR, INC                    | 654.50    | 422923    | 1,507.99**   |
| CAPITAL PROJECTS FUND               |           |           |              |
| HERNANDEZ OFFICE SUPPLY, INC.       | 123.75    | 422771    |              |
| OTIS ELEVATOR COMPANY               | 81,444.00 | 422873    |              |
| THE HEARTFIELD LAW FIRM             | 7,187.50  | 422917    |              |
| LJA ENGINEERING INC                 | 577.08    | 422931    | 89,332.33**  |
| AIRPORT FUND                        |           |           |              |
| SPIDLE & SPIDLE                     | 723.44    | 422734    |              |
| AT&T                                | 600.44    | 422810    |              |
| MR. ROOTER PLUMBING                 | 388.00    | 422853    |              |
| DISH NETWORK                        | 95.55     | 422890    |              |
| ALL INDUSTRIES, INC.                | 10,752.00 | 422924    |              |
| CRAWFORD ELECTRIC SUPPLY COMPANY    | 903.81    | 422935    |              |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 90.13     | 422948    |              |
| EASTERN AVIATION FUELS INC          | 13,861.49 | 422954    | 27,414.86**  |
| SE TX EMP. BENEFIT POOL             |           |           |              |
| STANDARD INSURANCE COMPANY          | 21,404.28 | 422884    |              |
| RELIANCE STANDARD LIFE INSURANCE    | 5,947.58  | 422885    |              |
| CHLIC-CHICAGO                       | 63,970.28 | 422909    |              |
| GROUP ADMINISTRATIVE CONCEPTS INC   | 794.00    | 422918    |              |
| COMPASS PROFESSIONAL HEALTH SERVICE | 6,365.00  | 422946    |              |
| SA BENEFITS SERVICES LLC            | 29,571.79 | 422947    | 128,052.93** |
| LIABILITY CLAIMS ACCOUNT            |           |           |              |

| NAME                                | AMOUNT       | CHECK NO. | TOTAL           |
|-------------------------------------|--------------|-----------|-----------------|
| STEVENS BALDO FREEMAN & LIGHTY LLP  | 2,108.75     | 422928    | 2,108.75**      |
| WORKER'S COMPENSATION FD            |              |           |                 |
| TRISTAR RISK MANAGEMENT             | 3,597.00     | 422882    |                 |
| TRISTAR RISK MANAGEMENT             | 3,932.22     | 422883    | 7,529.22**      |
| PAYROLL FUND                        |              |           |                 |
| JEFFERSON CTY. - FLEXIBLE SPENDING  | 14,959.67    | 422701    |                 |
| CLEAT                               | 324.00       | 422702    |                 |
| JEFFERSON CTY. TREASURER            | 17,560.64    | 422703    |                 |
| RON STADTMUELLER - CHAPTER 13       | 932.50       | 422704    |                 |
| INTERNAL REVENUE SERVICE            | 475.00       | 422705    |                 |
| JEFFERSON CTY. ASSN. OF D.S. & C.O. | 4,920.00     | 422706    |                 |
| JEFFERSON CTY. COMMUNITY SUP.       | 9,765.08     | 422707    |                 |
| JEFFERSON CTY. TREASURER - HEALTH   | 455,867.85   | 422708    |                 |
| JEFFERSON CTY. TREASURER - PAYROLL  | 1,615,583.88 | 422709    |                 |
| JEFFERSON CTY. TREASURER - PAYROLL  | 654,215.42   | 422710    |                 |
| MONY/MLOA                           | 198.74       | 422711    |                 |
| POLICE & FIRE FIGHTERS' ASSOCIATION | 3,072.61     | 422712    |                 |
| UNITED WAY OF BEAUMONT& N JEFFERSON | 55.31        | 422713    |                 |
| JEFFERSON CTY. TREASURER - TCDRS    | 621,972.31   | 422714    |                 |
| OPPENHEIMER FUNDS DISTRIBUTOR, INC  | 1,906.65     | 422715    |                 |
| JEFFERSON COUNTY TREASURER          | 2,637.04     | 422716    |                 |
| JEFFERSON COUNTY - TREASURER -      | 6,460.51     | 422717    |                 |
| NECHES FEDERAL CREDIT UNION         | 58,851.75    | 422718    |                 |
| JEFFERSON COUNTY - NATIONWIDE       | 79,099.71    | 422719    |                 |
| TENNESSEE CHILD SUPPORT             | 115.38       | 422720    |                 |
| SBA - U S DEPARTMENT OF TREASURY    | 168.49       | 422721    |                 |
| CALIFORNIA STATE DISBURSEMENT UNIT  | 117.23       | 422722    |                 |
| WILLIAM E HEITKAMP                  | 755.01       | 422723    |                 |
| JOHN TALTON                         | 1,560.77     | 422724    |                 |
| IL DEPT OF HEALTCARD AND FAMILY SER | 49.85        | 422725    |                 |
| BELINDA M ZURITA                    | 230.77       | 422726    |                 |
| UNITED STATES TREASURY              | 2,446.30     | 422727    | 3,554,302.47**  |
| DISTRICT CRT RECORDS TECH           |              |           |                 |
| DATA BANK IMX LLC                   | 6,750.00     | 422974    | 6,750.00**      |
| MARINE DIVISION                     |              |           |                 |
| GT DISTRIBUTORS, INC.               | 2,072.45     | 422765    |                 |
| ENERGY                              | 508.11       | 422770    |                 |
| AT&T                                | 81.96        | 422810    |                 |
| VERIZON WIRELESS                    | 531.86       | 422850    |                 |
| MIGHTY OF SOUTHEAST TEXAS           | 649.95       | 422925    | 3,844.33**      |
|                                     |              |           | 4,295,274.82*** |

**AGENDA ITEM****July 18, 2016**

Consider, possibly approve, receive and file Compiled Financial Statements of Jefferson County Emergency Services District No. 1 pursuant to Texas Health and Safety Code Sec. 775.082.

COMPILED FINANCIAL STATEMENTS  
OF  
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

FOR FISCAL YEAR COMMENCING OCTOBER 1, 2014  
THROUGH SEPTEMBER 30, 2015

TO

COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS

AFFIDAVIT IN SUPPORT OF  
COMPILED FINANCIAL STATEMENTS  
OF JEFFERSON COUNTY EMERGENCY  
SERVICES DISTRICT NO. 1

COUNTY OF JEFFERSON

BEFORE ME, the undersigned Notary Public, on this \_\_\_ day of July, 2016, personally appeared Lavon L. Jones, who, by me being sworn, on his oath says:

"I am Lavon L. Jones. I reside at 13395 Rolling Hills Drive, Beaumont, Texas 77713, which address is within the boundaries of Jefferson County Emergency Services District No. 1. I am President of the Board of Commissioners of said emergency services district and familiar with the records of said district, having served as its President throughout the fiscal year beginning October 1, 2014, through September 30, 2015.

"Attached to this Affidavit are two (2) enclosures:

"Enclosure 1: The minutes of each month and the financial statements of each month arranged in calendar order;

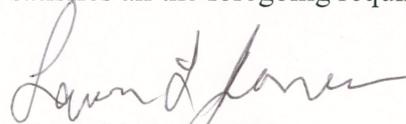
"Enclosure 2: Financial statements of the district's provider, which is Jefferson County Emergency Services District No. 1, inc. a Texas non-profit corporation; and,

" I hereby certify the accuracy and authenticity of Enclosure 1. Each month the Treasurer presents to the entire board the financial statement for the previous month. In open session, the board reviews said statement and either approves the statement as written or with necessary amendments. The same is true as to the minutes of the Board.

"Further, each month's statement is reviewed against statements received from banks holding funds of the District. The bank statements have consistently been verified as consistent with the monthly statements of the district.

"The provider is not a part of the district and is an independent non-profit corporation not subject to the control of the Board. However, the Board does review each monthly statement of the provider as shown in Enclosure 2 and I certify such statements of the provider are consistent with the Board's intention and there appears to be no discrepancy in such statements.

"The statements are compiled to satisfy statutory requirements of the Texas Health and Safety Code Section 775.0821, which provides that certain small districts are exempt from the requirement to file an annual audit if such district meets the following requirements: (1) did not have outstanding bonds or any outstanding liabilities having a term of more than one year during the previous fiscal year; (2) did not receive more than \$250,000 in gross receipts from operations, loans, taxes or contributions during the previous fiscal year; and, (3) did not have a total of more than \$250,000 in cash and temporary investments during the previous fiscal year. Upon oath, I swear Jefferson County Emergency Services District No. 1 satisfies all the foregoing requirements."

  
LAVON L. JONES

SUBSCRIBED AND SWORN TO BEFORE ME by Lavon L. Jones on this the 12 day of July, 2016.

Kimberely L. Vandver

(Name)

Kimberely L. Vandver

Notary Public in and for the State of Texas

My Commission expires 4-11-17

## Enclosure 1

The minutes of each month and the financial statements of each month of Jefferson County Emergency Services District No. 1 are arranged in calendar order.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

## MINUTES OF REGULAR MEETING OF OCTOBER 21, 2014

The meeting was called to order by President Jones, who announced that a quorum was present.

Members Present:            Sue Haver  
                                      Melody Petitt  
                                      Lavon Jones  
                                      Sonny Wadenpfohl

Member Absent:            Zane Bledsoe

President Jones offered the invocation.

The fire department action report was not available this month except for an oral report by Chief Gonzales concerning the vandalized emergency radio repeater tower on Raines Road that shut down two-way radio communications during an emergency call. It was subsequently repaired.

The District received a financial report from the fire department. No action by the Board being required, none was taken.

Upon motion of Member Petitt, seconded by Member Haver, the minutes of the last meeting were approved.

Member Haver then presented the ESD-1 financial report and, upon motion of Member Petitt and Seconded by Member Jones, the report was approved.

Upon motion by Member Petitt and seconded by Member Haver, a Resolution required by state law approving the 2014 Tax Roll was passed.

After discussion and input from the fire department, a motion to fund the fire department with \$20,000.00 was made by Member Jones and Seconded by Member Haver and duly passed. Although no official action by the District was required, but considering the anticipated slowdown of tax income, it was agreed that the department should proceed with the replacement of the Emergency Vehicle.

After discussion of Agenda Item #8 calling for the possible employment of an auditor, the matter was tabled with directions to seek local CPA's and to seek clarification from the Brooks Cardiel firm as to their proposal. The motion to table was made by Member Jones and seconded by Member Petitt and passed unanimously.

Treasurer Haver brought to the Board's attention a bill from Southeast Texas Regional Planning Commission in the amount of \$150 for dues for the upcoming year. Upon motion of Treasurer Haver, seconded by Member Pettitt, the motion was passed. It was also agreed that since the matter had not been included in the notice for the present meeting, the item should be on the following month's agenda for ratification.

Member Pettitt moved for adjournment; Member Haver seconded. The meeting was then adjourned.

In the absence of Secretary Bledsoe, these minutes were prepared by Member Wadenpfuhl.

## MONTHLY REPORT FOR October 2014

## Wells Fargo Checking Account

|                       |                      |               |                          |
|-----------------------|----------------------|---------------|--------------------------|
| Beginning Balance     |                      |               | <b>\$38,499.16</b>       |
| Credits               |                      |               |                          |
| Deposit               |                      |               | 446.49                   |
| Interest              |                      |               | <u>1.35</u>              |
|                       | <b>Total Credits</b> |               | <b>\$ 447.84</b>         |
| Debits                |                      |               |                          |
| Check #               | Date                 | Payee         | Amount                   |
| 1336                  | 09/14/2014           | Safe-D        | 275.00                   |
| 1341                  | 10/21/2014           | JCESD #1, INC | 20,000.00                |
| 1342                  | 10/21/2014           | SET RPC       | <u>150.00</u>            |
|                       | <b>Total Debits</b>  |               | <b>\$20,425.00</b>       |
| Beginning Balance     |                      |               | <b>38,499.16</b>         |
| Plus Credits          |                      |               | <b>447.84</b>            |
| Less Debits           |                      |               | <b><u>-20,425.00</u></b> |
| <b>Ending Balance</b> |                      |               | <b>18,522.00</b>         |

## Wells Fargo Savings Account

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | <b>\$ 7,400.25</b> |
| Interest Earned       | <u>.19</u>         |
| <b>Ending Balance</b> | <b>\$ 7,400.44</b> |

## Capitol One Savings Account (Quarterly)

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | <b>23,698.32</b>   |
| Interest Earned       | <u>0.00</u>        |
| <b>Ending Balance</b> | <b>\$23,698.32</b> |

## RECAPITULATION

|                      |                         |
|----------------------|-------------------------|
| Wells Fargo Checking | <b>\$18,522.00</b>      |
| Wells Fargo Savings  | <b>7,400.44</b>         |
| Capitol One Savings  | <b><u>23,698.32</u></b> |
|                      | <b>49,620.76</b>        |

Outstanding Checks

|                            |                     |
|----------------------------|---------------------|
| <b>Total Liquid Assets</b> | <b>\$ 49,620.76</b> |
|----------------------------|---------------------|

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

## MINUTES OF REGULAR MEETING OF NOVEMBER 18 , 2014

The meeting was called to order by President Jones, with a quorum present.

Members Present: Sue Haver  
Lavon Jones  
Karl Wadenpfehl

Members Absent: Zane Bledsoe  
Melody Petitt

Member Haver offered the invocation.

The fire department action report was not available this month.

With a motion by Member Haver, the minutes of the Oct 21, 2014 were approved.

Member Haver then presented the ESD-1 financial report of the previous month, and upon motion of Member Wadenpfehl, the report was approved, unanimously.

Discussion on hiring a CPA, and what format the ledgers would have to be in, in order to prepare for audit. Motion was made by Member Jones to set a regular monthly meeting in early December, and a separate meeting to interview CPA's at another date in December, with exact dates to be provided in the interim by Member Jones. *The James Edwards Firm* of Beaumont, and the *Brooks Cardiel Firm* of The Woodlands would be contacted. Motion approved.

With a motion by Member Haver, vote was taken to authorize a payment of \$26,000 to fund the fire department for the first half of fiscal year 2014-15. Motion approved.

Ratified a \$150 payment of dues remitted in October to the Southeast Texas Regional Planning Commission for 2015.

Authorized Member Wadenpfehl to attend the SAFE•D of Texas Conference in Bastrop, TX, January 15-17.

In the absence of Secretary Bledsoe, these minutes were prepared by Member Wadenpfehl

## MONTHLY REPORT FOR November 2014

## Wells Fargo Checking Account

Beginning Balance **\$18,522.00**

## Credits

|                      |                    |
|----------------------|--------------------|
| Deposit              | 3,778.53           |
| Transfer fm. Savings | 3,720.00           |
| Interest             | <u>.53</u>         |
| <b>Total Credits</b> | <b>\$ 7,499.06</b> |

## Debits

| Check # | Date       | Payee               | Amount             |
|---------|------------|---------------------|--------------------|
| 1343    | 11/21/2014 | JCESD 1, INC.       | <u>\$26,000.00</u> |
|         |            | <b>Total Debits</b> | <b>\$26,000.00</b> |

|                       |                          |
|-----------------------|--------------------------|
| Beginning Balance     | <b>18,522.00</b>         |
| Plus Credits          | <b>7,499.06</b>          |
| Less Debits           | <u><b>-26,000.00</b></u> |
| <b>Ending Balance</b> | <b>21.06</b>             |

---

## Wells Fargo Savings Account

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | <b>\$ 7,400.44</b> |
| Interest Earned       | .16                |
| Transfer to Checking  | <u>-3,720.00</u>   |
| <b>Ending Balance</b> | <b>\$ 3,680.60</b> |

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## Capitol One Savings Account (Quarterly)

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | <b>23,698.32</b>   |
| Interest Earned       | <u>0.00</u>        |
| <b>Ending Balance</b> | <b>\$23,698.32</b> |

---

## RECAPITULATION

|                      |                         |
|----------------------|-------------------------|
| Wells Fargo Checking | <b>\$ 21.06</b>         |
| Wells Fargo Savings  | <b>3,680.60</b>         |
| Capitol One Savings  | <u><b>23,698.32</b></u> |
|                      | <b>27,399.98</b>        |

Outstanding Checks

**Total Liquid Assets** **\$ 27,399.98**

No meeting was held in December, 2014.

## MONTHLY REPORT FOR December 2014

## Wells Fargo Checking Account

Beginning Balance \$ 21.60

## Credits

|                      |                   |
|----------------------|-------------------|
| Deposit              | 8,671.94          |
| Deposit              | 9.46              |
| Interest             | <u>.32</u>        |
| <b>Total Credits</b> | <b>\$ 8681.72</b> |

## Debits

| Check # | Date | Payee | Amount |
|---------|------|-------|--------|
|---------|------|-------|--------|

|                     |           |
|---------------------|-----------|
| No Expenditures     | \$        |
| <b>Total Debits</b> | <b>\$</b> |

|                       |                   |
|-----------------------|-------------------|
| Beginning Balance     | 21.60             |
| Plus Credits          | 8,681.72          |
| Less Debits           | <u>- 000.00</u>   |
| <b>Ending Balance</b> | <b>\$ 8702.78</b> |

## Wells Fargo Savings Account

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | \$ 3,680.60        |
| Interest Earned       | <u>.09</u>         |
| <b>Ending Balance</b> | <b>\$ 3,680.69</b> |

## Capitol One Savings Account (Quarterly)

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | 23,698.32          |
| Interest Earned       | <u>5.97</u>        |
| <b>Ending Balance</b> | <b>\$23,704.29</b> |

## RECAPITULATION

|                      |                  |
|----------------------|------------------|
| Wells Fargo Checking | \$ 8,702.78      |
| Wells Fargo Savings  | 3,680.69         |
| Capitol One Savings  | <u>23,704.29</u> |
|                      | <b>36,087.76</b> |

Outstanding Checks

**Total Liquid Assets \$ 36,087.76**

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

## MINUTES OF REGULAR MEETING OF JANUARY 20, 2015

The meeting was called to order by the President, with a quorum declared present.

Members Present:                      Lavon Jones, President  
     Zane Bledsoe, Secretary  
     Sue Haver, Treasurer  
     Melody Pettit, Member  
     Sonny Wadenpfohl, Member

Members Absent:                      None

*NOTE: No meeting in the month of December was held. Regular meeting of February 17 was postponed to February 24, 2015.*

1. The invocation was offered by Zane Bledsoe.
2. Financial reports for the fire department for the months of July (?), November, and December were offered by Julie LaFlamé. On motion of Member Pettit and seconded by Member Bledsoe, they were approved. Chief Chris Gonzales was not available and no run sheet report was offered.
3. On motion of Member Bledsoe and seconded by Member Pettit, the minutes of the November meeting were approved.
4. Treasurer Haver presented the district financial statements for the months of November and December. On motion by Member Pettit, and second by Member Bledsoe, the statements of both months were approved.
5. Treasurer Haver announced that a check from the Wells Fargo Checking Account had been issued that had left a shortfall of \$3,720.00. She recommended that a like amount from the Savings Account at said bank be transferred to the checking account to cover the inadvertent shortfall. Member Pettit moved that said transfer be done; Member Bledsoe seconded, and said motion carried.
6. After some discussion about approval of an auditor, including the fact that the deadline for completion of the audit is September 1 and that an audit should be completed in a couple of months, Member Wadenpfohl moved and Member Pettit seconded a motion to table the selection of an auditor until next month.

7. For the same reason, Member Wadenpfohl motioned, and Member Pettit seconded, that selection of an attorney to review a contract with the auditor be tabled until next month. The motion carried.
8. Member Wadenpfohl was the only member who attended the Safe-D conference. Since the President had not furnished him with a copy of the Travel Policy, his reimbursement was tabled on motion of Member Pettit and second by Member Bledsoe. The motion carried.
9. Member Bledsoe nominated Member Wadenpfohl as Secretary of the Board, and on second by Member Haver, Wadenpfohl was elected to the position of Secretary. On motion of Member Pettit and second by Member Haver, Member Bledsoe was elected as the Vice President of the Board.
10. On motion of Member Pettit and second by Member Haver, two bills were ordered to be paid: \$974.82 to the Tax Assessor Collector of Jefferson County for the 2014 tax year, and \$382.64 to the Jefferson County Appraisal District for the First Quarter of 2015.
11. No action was necessary or taken on Item 11 of the Agenda.

Without objection President Jones announced that the meeting was adjourned.

Minutes prepared by President Jones, and edited by Secretary Wadenpfohl.

## MONTHLY REPORT FOR January 2015

## Wells Fargo Checking Account

|                   |  |             |
|-------------------|--|-------------|
| Beginning Balance |  | \$ 8,702.78 |
|-------------------|--|-------------|

## Credits

|                              |  |                    |
|------------------------------|--|--------------------|
| Deposit                      |  | 61,817.75          |
| Deposit (WF Reversed Charge) |  | 419.40             |
| Deposit                      |  | 6.37               |
| Interest                     |  | <u>2.30</u>        |
| <b>Total Credits</b>         |  | <b>\$62,245.82</b> |

## Debits

| Check # | Date       | Payee                     | Amount                  |
|---------|------------|---------------------------|-------------------------|
| 1344    | 01/20/2015 | JCAD                      | \$ 382.64               |
|         | 01/12/2015 | WF Client Serv. Chg. 2014 | 419.40                  |
|         | 01/20/2015 | WF Client Serv. Chg. 2014 | 419.00                  |
|         |            | <b>Total Debits</b>       | <b>\$ <u>382.64</u></b> |

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | 8,702.78           |
| Plus Credits          | 62,245.82          |
| Less Debits           | <u>- 1,221.04</u>  |
| <b>Ending Balance</b> | <b>\$69,727.56</b> |

## Wells Fargo Savings Account

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | \$ 3,680.69        |
| Interest Earned       | <u>.10</u>         |
| <b>Ending Balance</b> | <b>\$ 3,680.79</b> |

## Capitol One Savings Account (Quarterly)

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | 23,698.32          |
| Interest Earned       | <u>5.97</u>        |
| <b>Ending Balance</b> | <b>\$23,704.29</b> |

## RECAPITULATION

|                      |                  |
|----------------------|------------------|
| Wells Fargo Checking | \$69,727.56      |
| Wells Fargo Savings  | 3,680.79         |
| Capitol One Savings  | <u>23,704.29</u> |
|                      | <b>97,112.64</b> |

|                             |             |
|-----------------------------|-------------|
| Outstanding Checks          |             |
| 1345 Jeff. Co Tax Collector | \$ - 974.82 |

|                            |                    |
|----------------------------|--------------------|
| <b>Total Liquid Assets</b> | <b>\$96,137.82</b> |
|----------------------------|--------------------|

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

## MINUTES OF REGULAR MEETING OF FEBRUARY 24, 2015

The meeting was called to order by President Jones, with a quorum declared present.

Members Present:                      Lavon Jones, President  
     Zane Bledsoe, Vice-President  
     Sue Haver, Treasurer  
     Melody Petitt, Member  
     Sonny Wadenpfohl, Secretary

Members Absent:                      None

*NOTE: Regular meeting of February 17 was postponed to February 24, 2015.*

1. The invocation was offered by Zane Bledsoe.
2. The President announced that the reports of the fire department would be received by the Board:
  - Financial report for the fire department for the month of January 2015 was presented.
  - The fire department presented run sheet reports for December 2014, and January 2015.
 No action by the Board being required, none was taken.
3. Minutes of the January 20, 2015 meeting were read and on motion of Member Member Bledsoe, and seconded by Member Haver, the minutes were *approved*.
4. Treasurer Haver presented the ESD-1 financial statement for the month of January, 2015. On motion by Member Petitt and seconded by Member Bledsoe, the financial statement was *approved*.
5. After board interviews with two independent auditing firms on January 19, 2015, and further discussion, motion was made by Member Petitt, and seconded by Member Bledsoe, to hire the firm of Brooks Cardiel, PLLC, Woodlands, Texas, for an approximate cost of \$6500, to audit both the non-profit corporation and ESD-1 before Sep. 1. Motion was *approved*.
6. Discussion of the need to hire an attorney to review and prepare contracts with the new auditor ended with Member Bledsoe making a motion for Member Petitt, who offered to personally review the Brooks Cardiel contracts, to present the contracts, with any proposed modifications, for approval at the District meeting on March 17. Seconded by Member Haver, motion was *approved*, eliminating the need to hire an attorney for this task.

7. Member Bledsoe motioned, with a second by Member Petitt, to approve reimbursement to Member Wadenpfehl for expenses incurred in attending the January 2015 SAFE•D Conference held in Bastrop, Texas. Motion *approved* for \$814.04.

8. Discussion of the need for the non-profit corporation to replace an aged-out emergency vehicle and method of financing the purchase of said vehicle, resulted in a motion by Member Petitt, seconded by Member Bledsoe, to transfer \$40,000 in available District funds to the non-profit corporation account for the immediate purchase and replacement of the Emergency 5 vehicle, eliminating the need for securing any type of financing. Motion was *approved*.

9. Member Petitt motioned to pay Attorney Chris Leavins \$17.50 for a phone consultation fee. Seconded by Member Bledsoe, motion was *approved*.

Without objection, President Jones announced that the meeting was adjourned.

Minutes prepared by Secretary Wadenpfehl

## MONTHLY REPORT FOR February 2015

## Wells Fargo Checking Account

|                              |                           |                      |                      |
|------------------------------|---------------------------|----------------------|----------------------|
| Beginning Balance            |                           |                      | <b>\$69,727.56</b>   |
| Credits                      |                           |                      |                      |
| Deposit                      |                           |                      | 48,810.75            |
| Deposit (WF Reversed Charge) |                           |                      | 419.00               |
| Deposit (WF Reversed Charge) |                           |                      | 419.76               |
| Deposit                      |                           |                      | 1.51                 |
| Interest                     |                           |                      | <u>3.74</u>          |
|                              |                           | <b>Total Credits</b> | <b>\$49,654.76</b>   |
| Debits                       |                           |                      |                      |
| Check #                      | Date                      | Payee                | Amount               |
| 1345                         | 02/09/2015                | Jeff. Co. Tax Coll.  | \$ 974.82            |
| 1346                         | 02/27/2015                | Karl Wadenphuhl      | 814.04               |
| 1347                         | 02/26/2015                | JCESD #1, INC.       | 40,000.00            |
| 1348                         | 02/26/2015                | Germer PLLC          | 17.50                |
| 02/26/2015                   | WF Client Serv. Chg. 2014 |                      | <u>419.76</u>        |
|                              |                           | <b>Total Debits</b>  | <b>- \$42,226.12</b> |
| Beginning Balance            |                           |                      | <b>69,727.56</b>     |
| Plus Credits                 |                           |                      | <b>49,654.76</b>     |
| Less Debits                  |                           |                      | <b>- 42,226.12</b>   |
| <b>Ending Balance</b>        |                           |                      | <b>\$77,156.20</b>   |

## Wells Fargo Savings Account

|                       |  |                    |
|-----------------------|--|--------------------|
| Beginning Balance     |  | <b>\$ 3,680.79</b> |
| Interest Earned       |  | <u>.08</u>         |
| <b>Ending Balance</b> |  | <b>\$ 3,680.87</b> |

## Capitol One Savings Account (Quarterly)

|                       |  |                    |
|-----------------------|--|--------------------|
| Beginning Balance     |  | <b>23,698.32</b>   |
| Interest Earned       |  | <u>5.97</u>        |
| <b>Ending Balance</b> |  | <b>\$23,704.29</b> |

## RECAPITULATION

|                            |                         |
|----------------------------|-------------------------|
| Wells Fargo Checking       | <b>\$77,156.20</b>      |
| Wells Fargo Savings        | <b>3,680.87</b>         |
| Capitol One Savings        | <u><b>23,704.29</b></u> |
|                            | <b>97,112.64</b>        |
| <b>Total Liquid Assets</b> | <b>\$104,541.36</b>     |

NOTE: WF had refunded us the \$419.00 overcharge that was charged against us in January, but then in February had charged us \$419.76. Then WF credited us back the \$419.76. Right now, we have been credited back all charges which had been erroneously charged against us.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

## MINUTES OF REGULAR MEETING OF MARCH 17, 2015

The meeting was called to order by President Jones, with a quorum declared present.

Members Present:                      Lavon Jones, President  
     Zane Bledsoe, Vice-President  
     Sue Haver, Treasurer  
     Melody Petitt, Member  
     Sonny Wadenpfohl, Secretary

Members Absent:                      None

1. The invocation was offered by President Jones.
2. The President announced that the reports of the fire department would be received by the Board:
  - Financial report for the fire department for the month of February 2015 was presented.
  - The fire department presented run sheet reports for February 2015.
 No action by the Board being required, none was taken.
3. Minutes of the February 24, 2015 meeting were read, and on motion of Member Petitt, and seconded by Member Haver, the minutes were *approved*.
4. Treasurer Haver presented the ESD-1 financial statement for the month of February, 2015. On motion by Member Petitt and seconded by Member Bledsoe, the financial statement was *approved*.
5. Member Petitt, after reviewing the printed contracts since the last regular meeting, reported that the two pending auditing contracts with the firm Brooks Cardiel of The Woodlands, contained nothing out of the ordinary. Member Petitt then motioned for the contracts to be approved for both the non-profit at \$3500, and the district at \$3000. Seconded by Member Bledsoe, the motion *passed*.
6. Motion was made by Member Petitt to pay the Jefferson County Appraisal District \$382.64 for its second quarter Entity Allocation. Seconded by Member Haver, motion *passed*.

Without objection, President Jones announced that the meeting was adjourned.

Minutes prepared by Secretary Wadenpfohl

## MONTHLY REPORT FOR March 2015

## Wells Fargo Checking Account

|                       |                      |                     |   |                    |
|-----------------------|----------------------|---------------------|---|--------------------|
| Beginning Balance     |                      |                     |   | \$77,156.20        |
| Credits               |                      |                     |   |                    |
|                       | Deposit              |                     |   | 13,692.50          |
|                       | Deposit              |                     |   | 43.35              |
|                       | Interest             |                     |   | <u>3.42</u>        |
|                       | <b>Total Credits</b> |                     |   | <b>\$13,739.27</b> |
| Debits                |                      |                     |   |                    |
| Check #               | Date                 | Payee               |   | Amount             |
| 1349                  | 03/17/2015           | JCAD                |   | <u>382.64</u>      |
|                       |                      | <b>Total Debits</b> | - | <b>\$382.64</b>    |
| Beginning Balance     |                      |                     |   | 77,156.20          |
| Plus Credits          |                      |                     |   | 13,739.27          |
| Less Debits           |                      |                     |   | <u>- 382.64</u>    |
| <b>Ending Balance</b> |                      |                     |   | <b>\$90,512.83</b> |

## Wells Fargo Savings Account

|                       |  |                    |
|-----------------------|--|--------------------|
| Beginning Balance     |  | \$ 3,680.87        |
| Interest Earned       |  | <u>.10</u>         |
| <b>Ending Balance</b> |  | <b>\$ 3,680.97</b> |

## Capitol One Savings Account (Quarterly)

|                       |  |                    |
|-----------------------|--|--------------------|
| Beginning Balance     |  | 23,704.29          |
| Interest Earned       |  | <u>9.09</u>        |
| <b>Ending Balance</b> |  | <b>\$23,713.38</b> |

## RECAPITULATION

|                            |                                |
|----------------------------|--------------------------------|
| Wells Fargo Checking       | \$90,512.83                    |
| Wells Fargo Savings        | 3,680.97                       |
| Capitol One Savings        | <u>23,713.38</u>               |
|                            | <del>97,112.64</del> <i>HH</i> |
| <b>Total Liquid Assets</b> | <b>\$117,907.18</b>            |

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

## MINUTES OF REGULAR MEETING OF APRIL 21, 2015

The meeting was called to order by President Jones, with a quorum declared present.

Members Present: Lavon Jones, President  
Zane Bledsoe, Vice-President  
Melody Petitt, Member  
Sonny Wadenpfehl, Secretary

Members Absent: Sue Haver, Treasurer

✓ 1. The invocation was offered by President Jones.

2. The President asked for the reports of the fire department to be received by the Board:  
•The financial report for the fire department for the month of March 2015 was presented.  
•The fire department presented the run sheet report for March 2015.  
•No action by the Board being required, none was taken.

3. Minutes of the March 17, 2015 meeting were read, and on motion of Member Bledsoe, and seconded by Member Petitt, the minutes were *approved*.

4. In the absence of Treasurer Haver, President Jones presented the ESD-1 financial statement for the month of March, 2015. On motion by Member Petitt and seconded by Member Bledsoe, the financial statement was *approved as corrected*.

5. Motion was made by Member Bledsoe to amend the performance times in the BrooksCardiel auditing agreement and to approve the letter of amendment drawn up by President Jones. Seconded by Member Petitt, the letter was *approved*.

6. After discussion it was determined that Chief Gonzales be authorized to ascertain the best method of disposing of the Chevrolet Suburban, AKA **Rescue 5** Emergency Vehicle, and to set the price of the disposal. When this determination is made, the President would then poll the members of the board, and if a majority of the board approved, Chief Gonzales would be authorized to dispose of the Suburban. The disposal will then be placed on next month's agenda for ratification. This was put in the form of a motion by Member Wadenpfehl, and seconded by Member Bledsoe. Motion *passed*.

7. Motion was made by Member Bledsoe for Treasurer Haver to pay the premium for the Fire Department building insurance to PKG, Policy #VFIS-TR-2053225, in the amount of \$3361.00. Seconded by Member Wadenpfehl, motion was *approved*.

Without objection, President Jones announced that the meeting was adjourned.

Minutes prepared by Secretary Wadenpfehl

## MONTHLY REPORT FOR April 2015

## Wells Fargo Checking Account

**Beginning Balance** **\$90,512.83**

**Credits**

|                      |                    |
|----------------------|--------------------|
| Deposit              | 2,911.92           |
| Interest             | <u>3.40</u>        |
| <b>Total Credits</b> | <b>\$ 2,915.32</b> |

**Debits**

| Check #             | Date       | Payee | Amount            |
|---------------------|------------|-------|-------------------|
| 1350                | 04/21/2015 | VFIS  | <u>3,361.00</u>   |
| <b>Total Debits</b> |            |       | <b>- 3,361.00</b> |

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | <b>90,512.83</b>   |
| Plus Credits          | <b>2,915.32</b>    |
| Less Debits           | <u>- 3,361.00</u>  |
| <b>Ending Balance</b> | <b>\$90,067.15</b> |

---

## Wells Fargo Savings Account

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | <b>\$ 3,680.97</b> |
| Interest Earned       | <u>.09</u>         |
| <b>Ending Balance</b> | <b>\$ 3,681.06</b> |

---

## Capitol One Savings Account (Quarterly)

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | <b>23, 713.38</b>  |
| Interest Earned       | <u>0.00</u>        |
| <b>Ending Balance</b> | <b>\$23,713.38</b> |

---

## RECAPITULATION

|                      |                         |
|----------------------|-------------------------|
| Wells Fargo Checking | <b>\$90,067.15</b>      |
| Wells Fargo Savings  | <b>3,681.06</b>         |
| Capitol One Savings  | <u><b>23,713.38</b></u> |
|                      | <b>\$117,461.59</b>     |

|                            |                     |
|----------------------------|---------------------|
| <b>Total Liquid Assets</b> | <b>\$117,461.59</b> |
|----------------------------|---------------------|

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

## MINUTES OF REGULAR MEETING OF MAY 19, 2015

The meeting was called to order by President Jones, with a quorum declared present.

Members Present:                      Lavon Jones, President  
    Sue Haver, Treasurer  
    Sonny Wadenpfohl, Secretary

Members Absent:                      Zane Bledsoe, Vice-president  
    Melody Pettitt, Member

1. The invocation was offered by Member Haver.
2. The President asked for the reports of the fire department to be received by the Board:
  - The financial report for the fire department for April 2015 was not available.
  - The fire department presented the run sheet report for April 2015.
  - No action by the Board being required, none was taken.
3. Minutes of the April 21, 2015 meeting were read, and on motion of Member Haver, and seconded by President Jones, the minutes were *approved*.
4. Treasurer Haver presented the financial statement for April 2015. On motion by Member Wadenpfohl and seconded by President Jones, the financial statement was *approved*.
5. & 6. Motion was made by Member Haver and Seconded by Member Wadenpfohl to authorize the sale of the 1991 Chevy Suburban (Rescue 5) as surplus property for its market value of \$100 to a volunteer fire department in deep East Texas. *Motion was passed*.
7. There were no bills due to be paid as of this meeting date.

Without objection, President Jones announced that the meeting was adjourned.

Minutes prepared by Secretary Wadenpfohl

## MONTHLY REPORT FOR May 2015

## Wells Fargo Checking Account

**Beginning Balance** **\$90,067.15**

**Credits**

|                      |                    |
|----------------------|--------------------|
| Deposit              | 6,859.24           |
| Interest             | <u>3.66</u>        |
| <b>Total Credits</b> | <b>\$ 6,862.90</b> |

**Debits**

| Check #             | Date | Payee | Amount      |
|---------------------|------|-------|-------------|
| <b>Total Debits</b> |      |       | <b>0.00</b> |

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | 90,067.15          |
| Plus Credits          | 6,862.90           |
| Less Debits           | <u>0.00</u>        |
| <b>Ending Balance</b> | <b>\$96,930.05</b> |

---

## Wells Fargo Savings Account

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | \$ 3,681.06        |
| Interest Earned       | <u>.09</u>         |
| <b>Ending Balance</b> | <b>\$ 3,681.15</b> |

---

## Capitol One Savings Account (Quarterly)

|                       |                    |
|-----------------------|--------------------|
| Beginning Balance     | 23, 713.38         |
| Interest Earned       | <u>0.00</u>        |
| <b>Ending Balance</b> | <b>\$23,713.38</b> |

---

## RECAPITULATION

|                                |                         |
|--------------------------------|-------------------------|
| Wells Fargo Checking           | \$96,930.05             |
| Wells Fargo Savings            | 3,681.15                |
| Capitol One Savings            | <u>23,713.38</u>        |
|                                | <b>\$117,461.59</b>     |
| <br><b>Total Liquid Assets</b> | <br><b>\$124,324.58</b> |

## Monthly Financial Report

June-15

| <b>Wells Fargo Checking Account</b> |                   |
|-------------------------------------|-------------------|
| Beginning Balance                   | \$96,930.05       |
| <b>Credits</b>                      |                   |
| Tax Deposit                         | 2,554.97          |
| Interest                            | 3.67              |
| <b>Total Credits</b>                | <b>\$2,558.64</b> |

|                     |             |
|---------------------|-------------|
| <b>Total Debits</b> | (52,019.84) |
|---------------------|-------------|

|                       |                    |
|-----------------------|--------------------|
| <b>Ending Balance</b> | <b>\$47,468.85</b> |
|-----------------------|--------------------|

| <b>Wells Fargo Savings Account</b> |            |
|------------------------------------|------------|
| Beginning Balance                  | \$3,681.15 |
| Interest Earned                    | 0.09       |
| Ending Balance                     | \$3,681.24 |

| <b>Capitol One Savings Account (Quarterly)</b> |             |
|--|-------------|
| Beginning Balance                              | \$23,713.38 |
| Interest Earned                                | 11.83       |
| Ending Balance                                 | \$23,725.21 |

| <b>RECAPITULATION</b> |           |
|-----------------------|-----------|
| Wells Fargo Checking  | 47,468.85 |
| Wells Fargo Savings   | 3,681.24  |
| Capitol One Savings   | 23,725.21 |

|                            |                    |
|----------------------------|--------------------|
| <b>Total Liquid Assets</b> | <b>\$74,875.30</b> |
|----------------------------|--------------------|

|                                 |
|---------------------------------|
| <b>Monthly Financial Report</b> |
|---------------------------------|

|                |
|----------------|
| <b>July-15</b> |
|----------------|

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Wells Fargo Checking Account</b> |                   |
| Beginning Balance                   | \$47,468.85       |
| <b>Credits</b>                      |                   |
| Tax Deposit                         | 1,678.26          |
| Interest                            | 1.94              |
| <b>Total Credits</b>                | <b>\$1,680.20</b> |

|                     |               |
|---------------------|---------------|
| <b>Total Debits</b> | <b>(7.06)</b> |
|---------------------|---------------|

|                       |                    |
|-----------------------|--------------------|
| <b>Ending Balance</b> | <b>\$49,141.99</b> |
|-----------------------|--------------------|

|                                    |            |
|------------------------------------|------------|
| <b>Wells Fargo Savings Account</b> |            |
| Beginning Balance                  | \$3,681.24 |
| Interest Earned                    | 0.10       |
| Ending Balance                     | \$3,681.34 |

|  |             |
|--|-------------|
| <b>Capitol One Savings Account (Quarterly)</b> |             |
| Beginning Balance                              | \$23,725.21 |
| Interest Earned                                | 0.00        |
| Ending Balance                                 | \$23,725.21 |

|                       |           |
|-----------------------|-----------|
| <b>RECAPITULATION</b> |           |
| Wells Fargo Checking  | 49,141.99 |
| Wells Fargo Savings   | 3,681.34  |
| Capitol One Savings   | 23,725.21 |

|                            |                    |
|----------------------------|--------------------|
| <b>Total Liquid Assets</b> | <b>\$76,548.54</b> |
|----------------------------|--------------------|

|                                 |
|---------------------------------|
| <b>Monthly Financial Report</b> |
|---------------------------------|

|  | May-15              | June-15            | July-15            | August-15          |
|--|---------------------|--------------------|--------------------|--------------------|
| <b>Wells Fargo Checking Account</b>            |                     |                    |                    |                    |
| Beginning Balance                              | \$90,067.15         | \$96,930.05        | \$47,468.85        | \$49,141.99        |
| <b>Credits</b>                                 |                     |                    |                    |                    |
| Tax Deposit                                    | 6,859.24            | 2,554.97           | 1,678.26           | 1,883.86           |
| Interest                                       | 3.66                | 3.67               | 1.94               | 1.83               |
| <b>Total Credits</b>                           | <b>\$6,862.90</b>   | <b>\$2,558.64</b>  | <b>\$1,680.20</b>  | <b>\$1,885.69</b>  |
| <b>Total Debits</b>                            | <b>0.00</b>         | <b>(52,019.84)</b> | <b>(7.06)</b>      | <b>(11,750.00)</b> |
| <b>Ending Balance</b>                          | <b>\$96,930.05</b>  | <b>\$47,468.85</b> | <b>\$49,141.99</b> | <b>\$39,277.68</b> |
| <b>Wells Fargo Savings Account</b>             |                     |                    |                    |                    |
| Beginning Balance                              | \$3,681.06          | \$3,681.15         | \$3,681.24         | \$3,681.34         |
| Interest Earned                                | 0.09                | 0.09               | 0.10               | 0.10               |
| Ending Balance                                 | \$3,681.15          | \$3,681.24         | \$3,681.34         | \$3,681.44         |
| <b>Capitol One Savings Account (Quarterly)</b> |                     |                    |                    |                    |
| Beginning Balance                              | \$23,713.38         | \$23,713.38        | \$23,725.21        | \$23,725.21        |
| Interest Earned                                | 0.00                | 11.83              | 0.00               | 0.00               |
| Ending Balance                                 | \$23,713.38         | \$23,725.21        | \$23,725.21        | \$23,725.21        |
| <b>RECAPITULATION</b>                          |                     |                    |                    |                    |
| Wells Fargo Checking                           | 96,930.05           | 47,468.85          | 49,141.99          | 39,277.68          |
| Wells Fargo Savings                            | 3,681.15            | 3,681.24           | 3,681.34           | 3,681.44           |
| Capitol One Savings                            | 23,713.38           | 23,725.21          | 23,725.21          | 23,725.21          |
| <b>Total Liquid Assets</b>                     | <b>\$124,324.58</b> | <b>\$74,875.30</b> | <b>\$76,548.54</b> | <b>\$66,684.33</b> |

|                                 |
|---------------------------------|
| <b>Monthly Financial Report</b> |
|---------------------------------|

|  | May-15       | June-15     | July-15     | August-15   | September-15 |
|--|--------------|-------------|-------------|-------------|--------------|
| <b>Wells Fargo Checking Account</b>            |              |             |             |             |              |
| Beginning Balance                              | \$90,067.15  | \$96,930.05 | \$47,468.85 | \$49,141.99 | \$39,277.68  |
| <b>Credits</b>                                 |              |             |             |             |              |
| Tax Deposit                                    | 6,859.24     | 2,554.97    | 1,678.26    | 1,883.86    | 1,216.81     |
| Interest                                       | 3.66         | 3.67        | 1.94        | 1.83        | 1.49         |
| <b>Total Credits</b>                           | \$6,862.90   | \$2,558.64  | \$1,680.20  | \$1,885.69  | \$1,218.30   |
| <b>Total Debits</b>                            | 0.00         | (52,019.84) | (7.06)      | (11,750.00) | (545.30)     |
| <b>Ending Balance</b>                          | \$96,930.05  | \$47,468.85 | \$49,141.99 | \$39,277.68 | \$39,950.68  |
| <b>Wells Fargo Savings Account</b>             |              |             |             |             |              |
| Beginning Balance                              | \$3,681.06   | \$3,681.15  | \$3,681.24  | \$3,681.34  | \$3,681.44   |
| Interest Earned                                | 0.09         | 0.09        | 0.10        | 0.10        | 0.09         |
| <b>Ending Balance</b>                          | \$3,681.15   | \$3,681.24  | \$3,681.34  | \$3,681.44  | \$3,681.53   |
| <b>Capitol One Savings Account (Quarterly)</b> |              |             |             |             |              |
| Beginning Balance                              | \$23,713.38  | \$23,713.38 | \$23,725.21 | \$23,725.21 | \$23,725.21  |
| Interest Earned                                | 0.00         | 11.83       | 0.00        | 0.00        | 11.96        |
| Debits   |              |             |             |             | (25.00)      |
| <b>Ending Balance</b>                          | \$23,713.38  | \$23,725.21 | \$23,725.21 | \$23,725.21 | \$23,712.17  |
| <b>RECAPITULATION</b>                          |              |             |             |             |              |
| Wells Fargo Checking                           | 96,930.05    | 47,468.85   | 49,141.99   | 39,277.68   | 39,950.68    |
| Wells Fargo Savings                            | 3,681.15     | 3,681.24    | 3,681.34    | 3,681.44    | 3,681.53     |
| Capitol One Savings                            | 23,713.38    | 23,725.21   | 23,725.21   | 23,725.21   | 23,712.17    |
| <b>Total Liquid Assets</b>                     | \$124,324.58 | \$74,875.30 | \$76,548.54 | \$66,684.33 | \$67,344.38  |



JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT #1

BOARD MEETING OF JULY 21, 2015

MEMBERS PRESENT: Lavon Jones, Sue Haver, Melody Petitt, Zane Bledsoe

MEMBER ABSENT: Karl Wadenpfuhl

FIRE DEPARTMENT MEMBERS: Julie LaFlamme, Chief Chris Gonzalesd

Invocation: Chris Gonzales

Fire Department Report: Julie LaFlamme presented the financial report for the past month, detailing monies spent for operational needs.

Minutes: Minutes for the Special Meeting of June 27, 2015 and the Minutes of the Board Meeting of June 16, 2015 were reviewed. Motion to approve made by Member Petitt and seconded by Member Haver

Board Financial Statement: Financial Report was reviewed and corrected. Motion to approve by Member Petitt and seconded by Member Bledsoe.

2015-2016 Fiscal Butget Year: Possible fire department needs for the upcoming year were discussed. The Fire Department agreed to have a budget presentation ready by the August Board meeting.

Payment of Bills: Bills due for payment were approved on motion by Member Petitt and seconded by Member Bledsoe.

Meeting Adjourned

Minutes by Vice President Zane Bledsoe

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

## MINUTES OF REGULAR MEETING OF AUGUST 18, 2015

The meeting was called to order by President Lavon Jones, with a quorum declared present.

Members Present: Lavon Jones, President  
Zane Bledsoe, Vice-president  
Sue Haver, Treasurer  
Sonny Wadenpfuhl, Secretary

Member(s) Absent: Melody Petitt, Member

Fire Department: Chris Gonzales, Chief  
Julie LaFlamme, Administrator

1. The invocation was offered by Member Bledsoe.
2. The President asked for the reports of the fire department to the Board:
  - The financial report for the fire department for July 2015 was presented by Julie LaFlamme, showing a balance of \$61,657.96.
  - Chief Gonzales presented the run sheet reports for May and June 2015
  - No action by the Board being required, none was taken.
  - Fireman Justin demonstrated the new SCBA air breather units for the Board.
3. Minutes of the July 21, 2015 meeting were read, and on motion of Member Haver, and seconded by President Jones, the minutes were *approved*.
4. Treasurer Haver presented the financial statements for June & July 2015, showing balances of \$74,875.30 and \$76,548.54 respectfully. On motion by Member Bledsoe and seconded by Member Wadenpfuhl, the financial statements were *approved*.
5. Discussion was held for checks donated to ESD 1 to be directed to the fire department and held for a project in memory of Fireman Rusty.
6. Discussion was held in reference to disposal of old SCBA units, currently non-compliant with existing safety rules. On motion by Member Wadenpfuhl, and seconded by Member Bledsoe, the board directed the Chief to donate the old SCBA units, as salvage property, to the Texas Forest Service "Helping Hands Program." *Motion passed.*
7. The board received the fire department budget for fiscal year 2015-16 for \$130,000.
8. A motion was made by Member Bledsoe and seconded by Member Haver to adopt an Order approving a budget for ESD 1 of \$158,000.00 for fiscal year 2015-16. *Motion passed.*
9. A motion made by Member Wadenpfuhl, seconded by Member Bledsoe, to fund the fire department \$10,000 to the end of the current fiscal year, and to pay a progress payment to Brooks Cardiel PLLC for \$1750.00. *Motion passed.*

President Jones declared the meeting adjourned.

Minutes prepared by Secretary Wadenpfuhl

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

## MINUTES OF REGULAR MEETING OF SEPTEMBER 22, 2015

The meeting was called to order by President Lavon Jones, with a quorum declared present.

Members Present: Lavon Jones, President  
Zane Bledsoe, Vice-president  
Sue Haver, Treasurer  
Sonny Wadenpfuhl, Secretary

Member(s) Absent: Melody Petitt, Member

Fire Department: Chris Gonzales, Chief  
Julie LaFlamme, Administrator

1. The invocation was offered by Member Bledsoe.
2. The President asked for the reports of the fire department to the Board:
  - The corrected financial report for July 2015 was presented by Julie LaFlamme, showing a balance of \$61,657.96.
  - The financial report for August 2015 was presented by Julie LaFlamme, showing a balance of \$68,968.41.
  - Run sheet reports for July and August 2015 were not available.
  - No action by the Board being required, none was taken.
3. Minutes of the August 18, 2015 meeting were read, and on motion of Member Bledsoe and seconded by Member Haver, the minutes were *approved*.
4. Treasurer Haver presented the financial statements for August 2015, showing a balance of \$66,684.33. On motion by Member Bledsoe and seconded by Member Wadenpfuhl, the financial statement was *approved*.
5. A motion was made by Member Haver and seconded by Member Bledsoe for an Order to adopt a tax rate for Maintenance and Operations for ESD #1, set at \$0.069560 per \$100 valuation for the 2015-2016 fiscal year. Motion *passed*.
6. A motion was made by Member Bledsoe and seconded by Member Wadenpfuhl to authorize Member Haver to take an on-line course in Roberts Rules of Order, sponsored by SAFE-D for a fee of \$35.00. Motion *passed*.
7. A motion was made by Member Haver and seconded by Member Bledsoe, to authorize any board or fire department members to attend the annual conference of SAFE-D in Galveston scheduled for February 18, 19, and 20, 2016. Motion *passed*.
8. A motion was made by Member Bledsoe and seconded by Member Haver to ratify the issuance of ESD#1 Check #001356 in the amount of \$49.70 to the Beaumont Enterprise as payment for a legal notice of the proposed tax rate, as required by law. Motion *passed*.
9. A motion was made by Member Wadenpfuhl and seconded by Member Bledsoe, to ratify the transfer of \$0.01 from the Wells Fargo Maintenance and Operations Account to the Wells Fargo Savings Account in order to -0- balance the account, a condition to closing the account. Motion *passed*.

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

10, On a motion of Member Bledsoe and seconded by Member Wadenpfohl, the following payments were authorized:

- \$275.00 to SAFE-D for one year's membership dues.
- \$382.65 to Jefferson County Appraisal District for the fourth quarter entity allocation.
- \$112.95 to Sue Haver as reimbursement for a new district mailbox and post.
- \$10,000 to the non-profit corporation of the fire department to meet one month's cost of M & O.

Motion *passed*.

11. Postponed discussion of the procedure of payment of the Maintenance and Operation Fund to the fire department for the 2015-2016 fiscal year, pending the audit by Brooks Cardiel, PLLC.

12. A motion was made by Member Bledsoe and seconded by Member Haver, to authorize a final payment of \$1750.00 to Brooks Cardiel, PLLC, for the district audit. Motion *passed*.

13. A motion was made by Member Bledsoe and seconded by Member Haver, to limit the audit of the fire provider of the district (e.g. our "fire department") to nine months in order to coincide with its fiscal year previous to a change of the fiscal year. Motion *passed*.

President Jones declared the meeting adjourned.

Minutes prepared by Secretary Wadenpfohl

## JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

## MINUTES OF REGULAR MEETING OF OCTOBER 20, 2015

The meeting was called to order by President Lavon Jones, with a quorum declared present.

Members Present: Lavon Jones, President  
Zane Bledsoe, Vice-president  
Sue Haver, Treasurer  
Sonny Wadenpfohl, Secretary

Member(s) Absent: Melody Petitt, Member

Fire Department: Julie LaFlamme, Administrator

1. The invocation was offered by Member Bledsoe.
2. The Audit Report for 2013-2014 was presented by Jon Watson of the BrooksCardiel PLLC firm. Mr. Watson recommended use of QuickBooks software in order to expedite the transfer of necessary audit information between the Treasurer of ESD-1, the Business Manager of the Fire Department, and BrooksCardiel.
3. Member Bledsoe motioned, and Member Wadenpfohl seconded, to authorize two payments of \$1500 to BrooksCardiel for the audit of the Fire Department financial books for the past fiscal year. Motion *passed*.
4. Open discussion concerning: 1) procedure for signing checks; 2) use of the internet to utilize accounting software in the Cloud instead of installing directly onto a PC.
5. The President asked for the reports of the fire department to the Board:
  - The financial report for September 2015 was presented by Julie LaFlamme, showing a balance of \$14,009.10.
  - Run sheet reports for September 2015 were not available.
 No action by the Board being required, none was taken.
6. Minutes of the September 22, 2015 meeting were read, and on motion of Member Bledsoe and seconded by Member Haver, the minutes were *approved*.
7. Treasurer Haver presented the ESD-1 financial statements for September 2015, showing a balance of \$67,344.38. On motion by Member Bledsoe and seconded by President Jones, the financial statement was *approved*.
8. President Jones asked Treasurer Haver to recommend to the Board the timing of incremental funding of the fire department, and the amount of such incremental funding.
9. Member Bledsoe motioned, and Member Wadenpfohl seconded, to reimburse Member Haver's SAFE-D commissioners' class taken online in the amount of \$35.00. Motion *passed*.

President Jones declared the meeting adjourned.

NOTE: *Vice-President Zane Bledsoe* announced his resignation from the ESD-1 Board of Commissioners, effective 10-20-15. Member *Melody Petitt* announced her resignation from the ESD-1 Board of Commissioners via fax to County Commissioner Arnold, effective 10-20-15.

Minutes prepared by Secretary Wadenpfohl

## Enclosure 2

The financial statements of each month of Jefferson County Emergency Services District No. 1, Inc., the Provider for the District, are arranged in calendar order.

## Jefferson County Emergency Services District # 1, Inc.

|  | October 2014<br>\$ Budget Amount | October Monthly<br>Expenditure | Spent to Date     | % Spent      |
|--|----------------------------------|--------------------------------|-------------------|--------------|
| 1. Engine #2 Annual Payment                                      | \$26,004.67                      |                                |                   | 0.00%        |
| 2. Vehicle Insurance   | \$12,041.00                      |                                |                   |              |
| 3. Workman's Compensation Insurance                              | \$900.00                         |                                |                   |              |
| 4. Vehicle Maintenance/Repair                                    | \$2,100.00                       | \$2,278.73                     | \$2,278.73        | 108.51%      |
| 5. Fuel  | \$3,000.00                       | \$177.88                       | \$177.88          | 5.93%        |
| 6. Bunker Gear Maintenance/Purchase                              | \$9,600.00                       |                                |                   | 0.00%        |
| 7. Radio & Pager Maintenance/Purchase                            | \$500.00                         |                                |                   | 0.00%        |
| 8. Uniform Maintenance/Purchases                                 | \$600.00                         |                                |                   | 0.00%        |
| 9. Telephone Service (Phone/Fax/Security)                        | \$1,650.00                       | \$105.53                       | \$105.53          | 6.40%        |
| 10. Fire Alarm Service (inc. in Station Maint.).                 | \$0.00                           |                                |                   |              |
| 11. Member Fuel Reimbursement                                    | \$2,200.00                       | \$490.00                       | \$490.00          | 22.27%       |
| 12. Print/Copy/Office Supplies                                   | \$350.00                         |                                |                   | 0.00%        |
| 13. Fire Training  | \$1,000.00                       |                                |                   | 0.00%        |
| 14. Medical Training   | \$500.00                         | \$23.71                        | \$23.71           | 4.74%        |
| 15. Medical Supplies   | \$3,500.00                       |                                |                   | 0.00%        |
| 16. Organizational Dues  | \$350.00                         |                                |                   | 0.00%        |
| 17. Community Education  | \$0.00                           |                                |                   |              |
| 18. Miscellaneous  | \$1,000.00                       |                                |                   | 0.00%        |
| * (See Itemized Listing)   |                                  |                                |                   |              |
| 19. Utilities (Electric, Gas)                                    | \$4,500.00                       | \$210.63                       | \$210.63          | 4.68%        |
| 20. Internet & TV  | \$1,200.00                       | \$101.98                       | \$101.98          | 8.50%        |
| 21. Accounting - CPA & IRS                                       | \$1,500.00                       |                                |                   | 0.00%        |
| 22. Annual Air Pak Testing                                       | \$200.00                         | \$160.00                       | \$160.00          | 80.00%       |
| 23. Annual Fire Hose Testing                                     | \$2,450.00                       |                                |                   | 0.00%        |
| 24. SCBA Air Fill Testing (Qtr. Maint.)                          | \$1,675.20                       |                                |                   | 9.55%        |
| 25. Defibrillator Testing  | \$500.00                         |                                |                   | 0.00%        |
| 26. Station Maint. (Pest Control, Cleaning &<br>Annual Security) | \$1,000.00                       | \$259.42                       | \$259.42          | 25.94%       |
| 27. Engine Pump Recertification                                  | \$750.00                         |                                |                   | 0.00%        |
| 28. Rescue #5 Payments (New Vehicle)                             | \$6,000.00                       |                                |                   | 0.00%        |
| 29. Paid Position  | \$45,000.00                      |                                |                   | 0.00%        |
| <b>TOTALS</b>  | <b>\$130,070.87</b>              | <b>\$3,807.88</b>              | <b>\$3,807.88</b> | <b>2.93%</b> |

**Jefferson County Emergency Services District # 1, Inc.  
October 2014**

| <b>October EXPENDITURES</b>    |   |                   |        |         |  |
|--------------------------------|---|-------------------|--------|---------|--|
| Payee                          | Reason  | Amount            | Date   | Check # |  |
| AT&T                           | Phone, Fax & Security Lines 9/17 - 10/16/2014   | \$105.53          | 1-Oct  | 1120    |  |
| Centerpoint Energy             | Station Gas 8/18 - 9/18/2014                    | \$30.55           | 1-Oct  | 1121    |  |
| Julie LaFlamme                 | Reimburse: Mailbox & Supplies to Install        | \$133.45          | 1-Oct  | 1122    |  |
| Dan Flowers- Unit #2           | 3rd Qtr Stipends 2014, 28 runs                  | \$140.00          | 1-Oct  | 1123    |  |
| James Martin - Unit #11        | 3rd Qtr Stipends 2014, 5 runs                   | \$25.00           | 1-Oct  | 1124    |  |
| Lewis Leach - Unit #14         | 3rd Qtr Stipends 2014, 2 runs                   | \$10.00           | 1-Oct  | 1125    |  |
| Tommy Phillips, Jr. - Unit #23 | 3rd Qtr Stipends 2014, 15 runs                  | \$75.00           | 1-Oct  | 1126    |  |
| Ronnie Adams - Unit #40        | 3rd Qtr Stipends 2014, 3 runs                   | \$15.00           | 1-Oct  | 1127    |  |
| John Gundolf - Unit #50        | 3rd Qtr Stipends 2014, 5 runs                   | \$25.00           | 1-Oct  | 1128    |  |
| Jose Vazquez - Unit #52        | 3rd Qtr Stipends 2014, 4 runs                   | \$20.00           | 1-Oct  | 1129    |  |
| John Hidalgo - Unit #53        | 3rd Qtr Stipends 2014, 15 runs                  | \$75.00           | 1-Oct  | 1130    |  |
| John LaFlamme - Unit #55       | 3rd Qtr Stipends 2014, 7 runs                   | \$35.00           | 1-Oct  | 1131    |  |
| Ryan Jannise - Unit #58        | 3rd Qtr Stipends 2014, 1 run                    | \$5.00            | 1-Oct  | 1132    |  |
| Tom Phillips Sr. - Unit #60    | 3rd Qtr Stipends 2014, 13 runs                  | \$65.00           | 1-Oct  | 1133    |  |
| Directv                        | Television Service 10/7 - 11/6/2014             | \$63.99           | 21-Oct | 1134    |  |
| Entergy                        | Electric Service 9/3 - 10/2/2013                | \$180.08          | 21-Oct | 1135    |  |
| Verizon Wireless               | Internet Service 9/2 - 10/1/2014                | \$37.99           | 21-Oct | 1136    |  |
| MES - Texas                    | Air Sample                                      | \$160.00          | 21-Oct | 1137    |  |
| Card Service Center (VISA)     | Specialty Light Bulbs 125.97, Truck Fuel 177.88 | \$303.85          | 21-Oct | 1138    |  |
| Siddons-Martin Emergency Group | Air Horn for 2011 Pumper (Eng #2)               | \$329.09          | 21-Oct | 1139    |  |
| Siddons-Martin Emergency Group | Yrly PM on 2011 Pier Pumper/Eng #2              | \$1,949.64        | 21-Oct | 1140    |  |
| American Heart Association     | Recertification for Dan Flowers - Unit #2       | \$23.71           | 21-Oct | 1141    |  |
|                                |   |                   |        |         |  |
|                                |   |                   |        |         |  |
|                                |   |                   |        |         |  |
|                                |   |                   |        |         |  |
| <b>TOTAL</b>                   |   | <b>\$3,807.88</b> |        |         |  |

**Jefferson County Emergency Services District # 1, Inc.  
October 2014**

**Wells Fargo Checking - New Account**

|                               |                    |
|-------------------------------|--------------------|
| Beginning October Balance     | \$4,391.36         |
| Withdrawals                   | -\$3,807.88        |
| Interest (October)            | \$0.25             |
| Deposits*                     | \$20,000.00        |
| <b>Ending October Balance</b> | <b>\$20,583.73</b> |

**Wells Fargo Bank Statement**

**Outstanding Checks**

- # 1031 Paul Truax
- # 1128 John Gundolf
- # 1132 Ryan Jannise

\$20,618.73 October Ending Balance

Wells Fargo Bank Balance

\$20,583.73

**Community BANK Checking Balance:**

Bank Balance  
\$3,290.82  
\$3,290.82

|                            |                    |
|----------------------------|--------------------|
| Volunteers Savings Account | \$13,785.64        |
| Deposits                   |                    |
| Withdrawals                |                    |
| Interest earned            | \$0.29             |
| <b>Savings Balance</b>     | <b>\$13,785.93</b> |

Jefferson County Emergency Services District # 1, Inc.  
October 2014

\*Itemized Expenditures

18. Miscellaneous Expenditures Detailed

Expenditures

Total Misc. Expenditures \$0.00

Jefferson County Emergency Services District # 1, Inc.

|  | November 2014<br>\$ Budget Amount | NOVEMBER<br>Monthly<br>Expenditure | Spent to Date     | % Spent      |
|--|-----------------------------------|------------------------------------|-------------------|--------------|
| 1. Engine #2 Annual Payment                                      | \$26,004.67                       |                                    |                   | 0.00%        |
| 2. Vehicle Insurance   | \$12,041.00                       |                                    |                   | 0.00%        |
| 3. Workman's Compensation Insurance                              | \$900.00                          | \$68.00                            | \$68.00           | 7.56%        |
| 4. Vehicle Maintenance/Repair                                    | \$2,100.00                        | \$1,307.35                         | \$3,586.08        | 170.77%      |
| 5. Fuel  | \$3,000.00                        | \$298.90                           | \$476.78          | 15.89%       |
| 6. Bunker Gear Maintenance/Purchase                              | \$9,600.00                        | \$57.50                            | \$57.50           | 0.60%        |
| 7. Radio & Pager Maintenance/Purchase                            | \$500.00                          | \$512.50                           | \$512.50          | 102.50%      |
| 8. Uniform Maintenance/Purchases                                 | \$600.00                          | \$17.32                            | \$17.32           | 2.89%        |
| 9. Telephone Service (Phone/Fax/Security)                        | \$1,650.00                        | \$126.99                           | \$232.52          | 14.09%       |
| 10. Fire Alarm Service (inc. in Station Maint.).                 | \$0.00                            |                                    |                   |              |
| 11. Member Fuel Reimbursement                                    | \$2,200.00                        |                                    | \$490.00          | 22.27%       |
| 12. Print/Copy/Office Supplies                                   | \$350.00                          | \$26.69                            | \$26.69           | 7.63%        |
| 13. Fire Training  | \$1,000.00                        |                                    |                   | 0.00%        |
| 14. Medical Training   | \$500.00                          | \$99.00                            | \$99.00           | 19.80%       |
| 15. Medical Supplies   | \$3,500.00                        | \$690.04                           | \$690.04          | 19.72%       |
| 16. Organizational Dues  | \$350.00                          |                                    |                   | 0.00%        |
| 17. Community Education  | \$0.00                            |                                    |                   |              |
| 18. Miscellaneous<br>*(See Itemized Listing)                     | \$1,000.00                        | \$552.81                           | \$552.81          | 55.28%       |
| 19. Utilities (Electric, Gas)                                    | \$4,500.00                        | \$216.02                           | \$396.10          | 8.80%        |
| 20. Internet & TV  | \$1,200.00                        | \$102.00                           | \$203.98          | 17.00%       |
| 21. Accounting - CPA & IRS                                       | \$1,500.00                        | \$1,250.00                         | \$1,250.00        | 83.33%       |
| 22. Annual Air Pak Testing                                       | \$200.00                          |                                    | \$160.00          | 80.00%       |
| 23. Annual Fire Hose Testing                                     | \$2,450.00                        |                                    |                   | 0.00%        |
| 24. SCBA Air Fill Testing (Qtr. Maint.)                          | \$1,675.20                        |                                    |                   | 9.55%        |
| 25. Defibrillator Testing  | \$500.00                          |                                    |                   | 0.00%        |
| 26. Station Maint. (Pest Control, Cleaning &<br>Annual Security) | \$1,000.00                        |                                    | \$259.42          | 25.94%       |
| 27. Engine Pump Recertification                                  | \$750.00                          |                                    |                   | 0.00%        |
| 28. Rescue #5 Payments (New Vehicle)                             | \$6,000.00                        |                                    |                   | 0.00%        |
| 29. Paid Position  | \$45,000.00                       |                                    |                   | 0.00%        |
| <b>TOTALS</b>  | <b>\$130,070.87</b>               | <b>\$5,325.12</b>                  | <b>\$9,078.74</b> | <b>6.98%</b> |



**Jefferson County Emergency Services District # 1, Inc.  
November 2014**

**Wells Fargo Checking - New Account**

|                                |                    |
|--------------------------------|--------------------|
| Beginning November Balance     | \$20,583.73        |
| Withdrawals                    | -\$5,325.12        |
| Interest (November)            | \$0.70             |
| Deposits*                      |                    |
| <b>Ending November Balance</b> | <b>\$15,259.31</b> |

**Wells Fargo Bank Statement**

|  |                    |                                |
|--|--------------------|--------------------------------|
| <b>Outstanding Checks</b>                  | <b>\$17,408.17</b> | <b>November Ending Balance</b> |
| # 1031 Paul Truax                          | -\$5.00            |                                |
| # 1128 John Gundolf                        | -\$25.00           |                                |
| # 1132 Ryan Jannise                        | -\$5.00            |                                |
| # 1152 Jose Vazquez                        | -\$17.32           |                                |
| # 1157 Emergency Medical Products, Inc.    | -\$690.04          |                                |
| # 1158 Delta Industrial Service and Supply | -\$57.50           |                                |
| # 1159 Wathen, Deshong & Juncker, LLP      | -\$1,250.00        |                                |
| # 1160 Tom Phillips, Sr.                   | -\$99.00           |                                |
| <b>Wells Fargo Bank Balance</b>            | <b>\$15,259.31</b> |                                |

**Community BANK Checking Balance:  
Deposit**

|                           |
|---------------------------|
| Bank Balance              |
| <u>\$3,290.82</u>         |
| \$30,500.00               |
| <u><b>\$33,790.82</b></u> |

|                                   |                    |
|-----------------------------------|--------------------|
| <b>Volunteers Savings Account</b> | <b>\$13,785.93</b> |
| Deposits                          |                    |
| Withdrawals                       |                    |
| Interest earned                   | \$0.29             |
| <b>Savings Balance</b>            | <b>\$13,786.22</b> |

Jefferson County Emergency Services District # 1, Inc.  
November 2014

\*Itemized Expenditures

18. Miscellaneous Expenditures Detailed

Expenditures

Card Service Center (VISA) Chainsaw Sparkplug

\$2.81

Accents Glass & Upholstery (Replace Hose Cover)

\$550.00

Total Misc. Expenditures

\$552.81

Jefferson County Emergency Services District # 1, Inc.

|   | December 2014<br>\$ Budget Amount | December<br>Monthly<br>Expenditure | Spent to Date      | % Spent       |
|---|-----------------------------------|------------------------------------|--------------------|---------------|
| 1. Engine #2 Annual Payment                                   | \$26,004.67                       |                                    |                    | 0.00%         |
| 2. Vehicle Insurance  | \$12,041.00                       |                                    |                    | 0.00%         |
| 3. Workman's Compensation Insurance                           | \$900.00                          |                                    | \$68.00            | 7.56%         |
| 4. Vehicle Maintenance/Repair                                 | \$2,100.00                        | \$340.76                           | \$3,926.84         | 186.99%       |
| 5. Fuel   | \$3,000.00                        | \$428.57                           | \$905.35           | 30.18%        |
| 6. Bunker Gear Maintenance/Purchase                           | \$9,600.00                        |                                    | \$57.50            | 0.60%         |
| 7. Radio & Pager Maintenance/Purchase                         | \$500.00                          |                                    | \$512.50           | 102.50%       |
| 8. Uniform Maintenance/Purchases                              | \$600.00                          |                                    | \$17.32            | 2.89%         |
| 9. Telephone Service (Phone/Fax/Security)                     | \$1,650.00                        | \$124.26                           | \$356.78           | 21.62%        |
| Fire Alarm Service (inc. in Station Maint.).                  | \$0.00                            |                                    |                    |               |
| 11. Member Fuel Reimbursement                                 | \$2,200.00                        |                                    | \$490.00           | 22.27%        |
| 12. Print/Copy/Office Supplies                                | \$350.00                          |                                    | \$26.69            | 7.63%         |
| 13. Fire Training   | \$1,000.00                        |                                    |                    | 0.00%         |
| 14. Medical Training  | \$500.00                          |                                    | \$99.00            | 19.80%        |
| 15. Medical Supplies  | \$3,500.00                        |                                    | \$690.04           | 19.72%        |
| 16. Organizational Dues                                       | \$350.00                          | \$385.00                           | \$385.00           | 110.00%       |
| 17. Community Education                                       | \$0.00                            |                                    |                    |               |
| 18. Miscellaneous   | \$1,000.00                        | \$311.68                           | \$864.49           | 86.45%        |
| *(See Itemized Listing)                                       |                                   |                                    |                    |               |
| 19. Utilities (Electric, Gas)                                 | \$4,500.00                        | \$320.53                           | \$716.63           | 15.93%        |
| 20. Internet & TV   | \$1,200.00                        | \$102.02                           | \$306.00           | 25.50%        |
| 21. Accounting - CPA & IRS                                    | \$1,500.00                        | \$2,925.00                         | \$4,175.00         | 278.33%       |
| 22. Annual Air Pak Testing                                    | \$200.00                          |                                    | \$160.00           | 80.00%        |
| 23. Annual Fire Hose Testing                                  | \$2,450.00                        |                                    |                    | 0.00%         |
| 24. SCBA Air-Fill Testing (Qtr. Maint.)                       | \$1,675.20                        | \$1,479.84                         | 1479.84            | 88.34%        |
| 25. Defibrillator Testing                                     | \$500.00                          |                                    |                    | 0.00%         |
| 26. Station Maint. (Pest Control, Cleaning & Annual Security) | \$1,000.00                        | \$55.00                            | \$314.42           | 31.44%        |
| 27. Engine Pump Recertification                               | \$750.00                          |                                    |                    | 0.00%         |
| 28. Rescue #5 Payments (New Vehicle)                          | \$6,000.00                        |                                    |                    | 0.00%         |
| 29. Paid Position   | \$45,000.00                       |                                    |                    | 0.00%         |
| <b>TOTALS</b>   | <b>\$130,070.87</b>               | <b>\$6,472.66</b>                  | <b>\$15,551.40</b> | <b>11.96%</b> |



**Jefferson County Emergency Services District # 1, Inc.  
December 2014**

**Community Bank Checking**

|                                |                    |
|--------------------------------|--------------------|
| Beginning December Balance     | \$33,790.82        |
| Withdrawals                    | -\$6,451.98        |
| Deposits*                      |                    |
| <b>Ending December Balance</b> | <b>\$27,338.84</b> |

**Community Bank Statement**

Outstanding Checks  
 CK #1588 Julie LaFlamme -\$92.77  
 CK #1598 Terry Peddy Pest Control, Inc. -\$55.00

\$27,486.61 December Ending Balance

Community Bank Balance \$27,338.84

**Wells Fargo Bank Statement**

Outstanding Checks  
 #1031 Paul Truax -\$5.00  
 #1132 Ryan Jannise -\$5.00  
 #1152 Jose Vazquez -\$17.32  
 #1160 Tom Phillips, Sr. -\$99.00  
**Wells Fargo Bank Balance** \$15,259.90

*Wells Fargo Checking (Board created) - to be closed*  
 Interest - December

Bank Balance  
\$15,259.31  
 \$0.59  
\$15,259.90

|                                   |                    |
|-----------------------------------|--------------------|
| <b>Volunteers Savings Account</b> | <b>\$13,786.22</b> |
| Deposits                          | \$25.00            |
| Withdrawals                       |                    |
| Interest earned                   | \$0.29             |
| <b>Savings Balance</b>            | <b>\$13,811.51</b> |

Jefferson County Emergency Services District # 1, Inc.  
December 2014

**\*Itemized Expenditures**

**18. Miscellaneous Expenditures Detailed**

**Expenditures**

|   |         |
|---|---------|
| Julie LaFlamme - Reimburse for Holiday Lights | \$92.77 |
| Coastal Welding Supply (Oxygen )              | \$20.68 |
| Meal for members following fire call          | \$71.99 |

**Total Misc. Expenditures** \$185.44

Jefferson County Emergency Services District # 1, Inc.

|   | January 2015<br>\$ Budget Amount | January Monthly<br>Expenditure | Spent to Date      | % Spent       |
|---|----------------------------------|--------------------------------|--------------------|---------------|
| 1. Engine #2 Annual Payment                                   | \$26,004.67                      |                                |                    | 0.00%         |
| 2. Vehicle Insurance  | \$12,041.00                      |                                |                    | 0.00%         |
| 3. Workman's Compensation Insurance                           | \$900.00                         |                                | \$68.00            | 7.56%         |
| 4. Vehicle Maintenance/Repair                                 | \$2,100.00                       |                                | \$3,926.84         | 186.99%       |
| 5. Fuel   | \$3,000.00                       | \$204.67                       | \$1,110.02         | 37.00%        |
| 6. Bunker Gear Maintenance/Purchase                           | \$9,600.00                       | \$125.00                       | \$182.50           | 1.90%         |
| 7. Radio & Pager Maintenance/Purchase                         | \$500.00                         |                                | \$512.50           | 102.50%       |
| 8. Uniform Maintenance/Purchases                              | \$600.00                         | \$42.00                        | \$59.32            | 9.89%         |
| 9. Telephone Service (Phone/Fax/Security)                     | \$1,650.00                       | \$259.46                       | \$616.24           | 37.35%        |
| Fire Alarm Service (inc. in Station Maint.).                  | \$0.00                           |                                |                    |               |
| 11. Member Fuel Reimbursement                                 | \$2,200.00                       | \$605.00                       | \$1,095.00         | 49.77%        |
| 12. Print/Copy/Office Supplies                                | \$350.00                         | \$19.04                        | \$45.73            | 13.07%        |
| 13. Fire Training   | \$1,000.00                       |                                |                    | 0.00%         |
| 14. Medical Training  | \$500.00                         |                                | \$99.00            | 19.80%        |
| 15. Medical Supplies  | \$3,500.00                       |                                | \$690.04           | 19.72%        |
| 16. Organizational Dues                                       | \$350.00                         |                                | \$385.00           | 110.00%       |
| 17. Community Education                                       | \$0.00                           |                                |                    |               |
| 18. Miscellaneous   | \$1,000.00                       | \$102.86                       | \$967.35           | 96.74%        |
| *(See Itemized Listing)                                       |                                  |                                |                    |               |
| 19. Utilities (Electric, Gas)                                 | \$4,500.00                       | \$360.12                       | \$1,076.75         | 23.93%        |
| 20. Internet & TV   | \$1,200.00                       | \$102.00                       | \$408.00           | 34.00%        |
| 21. Accounting - CPA & IRS                                    | \$1,500.00                       |                                | \$4,175.00         | 278.33%       |
| 22 Annual Air Pak Testing                                     | \$200.00                         | \$160.00                       | \$320.00           | 160.00%       |
| 23 Annual Fire Hose Testing                                   | \$2,450.00                       | \$2,641.00                     | \$2,641.00         | 107.80%       |
| 24. SCBA Air Fill Testing (Qtr. Maint.)                       | \$1,675.20                       |                                | 1479.84            | 88.34%        |
| 25. Defibrillator Testing                                     | \$500.00                         |                                |                    | 0.00%         |
| 26. Station Maint. (Pest Control, Cleaning & Annual Security) | \$1,000.00                       |                                | \$314.42           | 31.44%        |
| 27. Engine Pump Recertification                               | \$750.00                         |                                |                    | 0.00%         |
| 28. Rescue #5 Payments (New Vehicle)                          | \$6,000.00                       |                                |                    | 0.00%         |
| 29. Paid Position   | \$45,000.00                      |                                |                    | 0.00%         |
| <b>TOTALS</b>   | <b>\$130,070.87</b>              | <b>\$4,621.15</b>              | <b>\$20,172.55</b> | <b>15.51%</b> |

**Jefferson County Emergency Services District # 1, Inc.  
January 2015**

| January EXPENDITURES                |  | Payee       | Reason  | Amount            | Date   | Check # |
|-------------------------------------|--|-------------|---|-------------------|--------|---------|
| MES - Texas                         |  |             | Air Sample & Fuel Charge                            | \$160.00          | 6-Jan  | 1600    |
| AT&T                                |  |             | Phone, Fax & Security Lines 12/17 - 1/16/2015       | \$124.91          | 6-Jan  | 1601    |
| CenterPoint Energy                  |  |             | Station Gas Service 11/18 - 12/18/2014              | \$53.82           | 6-Jan  | 1602    |
| Card Service Center (VISA)          |  |             | Fuel \$204.67, Meals \$102.86                       | \$307.53          | 13-Jan | 1603    |
| Verizon Wireless                    |  |             | Internet Access 12/2 - 1/1/2015                     | \$38.01           | 13-Jan | 1604    |
| Directv                             |  |             | Television Service                                  | \$63.99           | 13-Jan | 1605    |
| Entergy                             |  |             | Electric Service                                    | \$306.30          | 13-Jan | 1606    |
|                                     |  | <b>VOID</b> |   | \$0.00            | 13-Jan | 1607    |
| Dan Flowers, Unit #2                |  |             | 4th Qtr Stipends - 29 runs                          | \$145.00          | 21-Jan | 1608    |
| Les Martin, Unit #11                |  |             | 4th Qtr Stipends - 13 runs                          | \$65.00           | 21-Jan | 1609    |
| Lewis Leach, Unit #14               |  |             | 4th Qtr Stipends - 2 runs                           | \$10.00           | 21-Jan | 1610    |
| Tom Phillips, Jr., Unit #23         |  |             | 4th Qtr Stipends - 2 runs                           | \$10.00           | 21-Jan | 1611    |
| Cameron Fontenot, Unit #32          |  |             | 4th Qtr Stipends - 5 runs                           | \$25.00           | 21-Jan | 1612    |
| Jordan Gonzales, Unit #34           |  |             | 4th Qtr Stipends - 1 runs                           | \$5.00            | 21-Jan | 1613    |
| Ronnie Adams, Unit #40              |  |             | 4th Qtr Stipends - 3 runs                           | \$15.00           | 21-Jan | 1614    |
| John Gundolf, Unit #50              |  |             | 4th Qtr Stipends - 10 runs                          | \$50.00           | 21-Jan | 1615    |
| Paul Truax, Unit #51                |  |             | 4th Qtr Stipends - 1 runs                           | \$5.00            | 21-Jan | 1616    |
| Justin Hidalgo, Unit #52            |  |             | 4th Qtr Stipends - 13 runs                          | \$65.00           | 21-Jan | 1617    |
| Jose Vazquez, Unit #53              |  |             | 4th Qtr Stipends - 10 runs                          | \$50.00           | 21-Jan | 1618    |
| John LaFlamme, Unit #55             |  |             | 4th Qtr Stipends - 7 runs                           | \$35.00           | 21-Jan | 1619    |
| Mark Mann, Unit #58                 |  |             | 4th Qtr Stipends - 13 runs                          | \$65.00           | 21-Jan | 1620    |
| Tom Phillips, Sr., Unit #60         |  |             | 4th Qtr Stipends - 12 runs                          | \$60.00           | 21-Jan | 1621    |
| Code Blue Police Supply             |  |             | 1 pr. Black Pants for Ranger Ladhner                | \$42.00           | 21-Jan | 1622    |
| Service Testing Services, Inc.      |  |             | Hydrostatic Testing of Hoses and Ladders            | \$2,641.00        | 21-Jan | 1623    |
| Julie LaFlamme                      |  |             | Reimbursement for Office Supplies                   | \$19.04           | 21-Jan | 1624    |
| Delta Industrial Service and Supply |  |             | 2 sets Bunker Gear/1 pr. Gloves cleaned & inspected | \$125.00          | 27-Jan | 1625    |
| AT&T                                |  |             | Phone, Fax & Security Lines 1/17 - 2/16/2015        | \$134.55          | 27-Jan | 1626    |
| <b>TOTAL</b>                        |  |             |   | <b>\$4,621.15</b> |        |         |

Jefferson County Emergency Services District # 1, Inc.

Community Bank Checking

January 2015

|                           |             |
|---------------------------|-------------|
| Beginning January Balance | \$27,318.16 |
| Withdrawals               | -\$4,621.15 |
| Deposits*                 | \$113.45    |
| Ending January Balance    | \$22,810.46 |

\*Voided Checks # 1590 \$20.68 & Ck #1588 \$92.77

Community Bank Statement

Outstanding Checks

\$26,312.05 January Ending Balance

|  |             |
|--|-------------|
| CK# 1608 Dan Flowers                         | -\$145.00   |
| CK# 1610 Lewis Leah                          | -\$10.00    |
| CK# 1611 Tom Phillips, Jr.                   | -\$10.00    |
| CK# 1612 Cameron Fontenot                    | -\$25.00    |
| CK# 1613 Jordan Gonzales                     | -\$5.00     |
| CK# 1614 Ronnie Adams                        | -\$15.00    |
| CK# 1615 John Gundolf                        | -\$50.00    |
| CK# 1616 Paul Truax                          | -\$5.00     |
| CK# 1617 Justin Hidalgo                      | -\$65.00    |
| CK# 1618 Jose Vazquez                        | -\$50.00    |
| CK# 1619 John LaFlamme                       | -\$35.00    |
| CK# 1620 Mark Mann                           | -\$65.00    |
| CK# 1621 Tom Phillips, Sr.                   | -\$60.00    |
| CK# 1622 Code Blue Police Supply             | -\$42.00    |
| CK# 1623 Sharp Testing Services, Inc.        | -\$2,641.00 |
| CK# 1624 Julie LaFlamme                      | -\$19.04    |
| CK# 1625 Delta Industrial Service and Supply | -\$125.00   |
| CK# 1626 AT&T                                | -\$134.55   |

\$22,810.46 Community Bank Balance

Wells Fargo Bank Statement

Jefferson County Emergency Services District # 1, Inc.

|                                 |                    |
|---------------------------------|--------------------|
| <b>Outstanding</b>              | <b>\$15,369.49</b> |
| #1031 Paul Truax                | -\$5.00            |
| #1132 Ryan Jannise              | -\$5.00            |
| #1160 Tom Phillips, Sr.         | -\$99.00           |
| <b>Wells Fargo Bank Balance</b> | <b>\$15,260.49</b> |

Well Fargo Checking (Board created) - to be closed

|                    |                    |
|--------------------|--------------------|
| Interest - January | \$15,259.90        |
|                    | \$0.59             |
|                    | <b>\$15,260.49</b> |

\*Itemized Expenditures

18. Miscellaneous Expenditures Detailed

Meals (lunch w/State Fire Marshal & Meal after Fire) \$102.86

Total Misc. Expenditures **\$102.86**

|                            |                    |
|----------------------------|--------------------|
| Volunteers Savings Account | \$13,811.51        |
| Deposits                   | \$300.00           |
| Withdrawals                |                    |
| Interest earned            | \$0.30             |
| <b>Savings Balance</b>     | <b>\$14,111.81</b> |

**Jefferson County Emergency Services District # 1, Inc.**

|     |   | <b>February 2015</b> |  |                              |                    |               |
|-----|---|----------------------|--|------------------------------|--------------------|---------------|
|     |   | \$ Budget Amount     |  | February Monthly Expenditure | Spent to Date      | % Spent       |
| 1.  | Engine #2 Annual Payment                                  | \$26,004.67          |  |                              |                    | 0.00%         |
| 2.  | Vehicle Insurance   | \$12,041.00          |  |                              |                    | 0.00%         |
| 3.  | Workman's Compensation Insurance                          | \$900.00             |  |                              | \$68.00            | 7.56%         |
| 4.  | Vehicle Maintenance/Repair                                | \$2,100.00           |  |                              | \$3,926.84         | 186.99%       |
| 5.  | Fuel  | \$3,000.00           |  | \$90.74                      | \$1,200.76         | 40.03%        |
| 6.  | Bunker Gear Maintenance/Purchase                          | \$9,600.00           |  |                              | \$182.50           | 1.90%         |
| 7.  | Radio & Pager Maintenance/Purchase                        | \$500.00             |  | \$8.27                       | \$520.77           | 104.15%       |
| 8.  | Uniform Maintenance/Purchases                             | \$600.00             |  |                              | \$59.32            | 9.89%         |
| 9.  | Telephone Service (Phone/Fax/Security)                    | \$1,650.00           |  |                              | \$616.24           | 37.35%        |
| 10. | Fire Alarm Service (inc. in Station Maint.).              | \$0.00               |  |                              |                    |               |
| 11. | Member Fuel Reimbursement                                 | \$2,200.00           |  |                              | \$1,095.00         | 49.77%        |
| 12. | Print/Copy/Office Supplies                                | \$350.00             |  | \$224.03                     | \$269.76           | 77.07%        |
| 13. | Fire Training   | \$1,000.00           |  |                              |                    | 0.00%         |
| 14. | Medical Training  | \$500.00             |  |                              | \$99.00            | 19.80%        |
| 15. | Medical Supplies  | \$3,500.00           |  |                              | \$690.04           | 19.72%        |
| 16. | Organizational Dues                                       | \$350.00             |  |                              | \$385.00           | 110.00%       |
| 17. | Community Education                                       | \$0.00               |  |                              |                    |               |
| 18. | Miscellaneous   | \$1,000.00           |  | \$62.90                      | \$1,030.25         | 103.03%       |
|     | *(See Itemized Listing)                                   |                      |  | \$413.80                     | \$1,490.55         | 33.12%        |
| 19. | Utilities (Electric, Gas)                                 | \$4,500.00           |  | \$103.98                     | \$511.98           | 42.67%        |
| 20. | Internet & TV   | \$1,200.00           |  |                              | \$4,175.00         | 278.33%       |
| 21. | Accounting - CPA & IRS                                    | \$1,500.00           |  |                              | \$320.00           | 160.00%       |
| 22. | Annual Air Pak Testing                                    | \$200.00             |  |                              | \$2,641.00         | 107.80%       |
| 23. | Annual Fire Hose Testing                                  | \$2,450.00           |  |                              | 1479.84            | 88.34%        |
| 24. | SCBA Air Fill Testing (Qtr. Maint.)                       | \$1,675.20           |  |                              |                    | 0.00%         |
| 25. | Defibrillator Testing                                     | \$500.00             |  |                              |                    |               |
| 26. | Station Maint. (Pest Control, Cleaning & Annual Security) | \$1,000.00           |  |                              | \$314.42           | 31.44%        |
| 27. | Engine Pump Recertification                               | \$750.00             |  |                              |                    | 0.00%         |
| 28. | Rescue #5 Payments (New Vehicle)                          | \$6,000.00           |  |                              |                    | 0.00%         |
| 29. | Paid Position   | \$45,000.00          |  |                              |                    | 0.00%         |
|     | <b>TOTALS</b>   | <b>\$130,070.87</b>  |  | <b>\$903.72</b>              | <b>\$21,076.27</b> | <b>16.20%</b> |





Jefferson County Emergency Services District # 1, Inc.  
February 2015

\*Itemized Expenditures

18. Miscellaneous Expenditures Detailed

Expenditures

Coastal Welding Supply, Inc. (Shipped 6 Compressed Oxygen)

\$62.90

Total Misc. Expenditures \$62.90

|                            |                    |
|----------------------------|--------------------|
| Volunteers Savings Account | \$14,111.81        |
| Deposits                   |                    |
| Withdrawals                |                    |
| Interest earned            | \$0.00             |
| <b>Savings Balance</b>     | <b>\$14,111.81</b> |

Jefferson County Emergency Services District # 1, Inc.

|  | March 2015<br>\$ Budget Amount | March Monthly<br>Expenditure | Spent to Date      | % Spent       |
|--|--------------------------------|------------------------------|--------------------|---------------|
| 1. Engine #2 Annual Payment  | \$26,004.67                    |                              |                    | 0.00%         |
| 2. Vehicle Insurance   | \$12,041.00                    |                              |                    | 0.00%         |
| 3. Workman's Compensation Insurance                                  | \$900.00                       |                              | \$68.00            | 7.56%         |
| 4. Vehicle Maintenance/Repair  | \$2,100.00                     | \$43.50                      | \$3,970.34         | 189.06%       |
| 5. Fuel  | \$3,000.00                     | \$67.36                      | \$1,268.12         | 42.27%        |
| 6. Bunker Gear Maintenance/Purchase                                  | \$9,600.00                     |                              | \$182.50           | 1.90%         |
| 7. Radio & Pager Maintenance/Purchase                                | \$500.00                       | \$698.10                     | \$1,218.87         | 243.77%       |
| 8. Uniform Maintenance/Purchases                                     | \$600.00                       |                              | \$59.32            | 9.89%         |
| 9. Telephone Service (Phone/Fax/Security)                            | \$1,650.00                     | \$125.09                     | \$741.33           | 44.93%        |
| 10. Fire Alarm Service (inc. in Station Maint.).                     | \$0.00                         |                              |                    |               |
| 11. Member Fuel Reimbursement  | \$2,200.00                     |                              | \$1,095.00         | 49.77%        |
| 12. Print/Copy/Office Supplies                                       | \$350.00                       |                              | \$269.76           | 77.07%        |
| 13. Fire Training  | \$1,000.00                     |                              |                    | 0.00%         |
| 14. Medical Training   | \$500.00                       |                              | \$99.00            | 19.80%        |
| 15. Medical Supplies   | \$3,500.00                     |                              | \$690.04           | 19.72%        |
| 16. Organizational Dues  | \$350.00                       |                              | \$385.00           | 110.00%       |
| 17. Community Education  | \$0.00                         |                              |                    |               |
| 18. Miscellaneous  | \$1,000.00                     | \$114.68                     | \$1,144.93         | 114.49%       |
| 19. Utilities (Electric, Gas)  | \$4,500.00                     | \$355.34                     | \$1,845.89         | 41.02%        |
| 20. Internet & TV  | \$1,200.00                     | \$103.98                     | \$615.96           | 51.33%        |
| 21. Accounting - CPA & IRS   | \$1,500.00                     |                              | \$4,175.00         | 278.33%       |
| 22. Annual Air Pak Testing   | \$200.00                       |                              | \$320.00           | 160.00%       |
| 23. Annual Fire Hose Testing   | \$2,450.00                     |                              | \$2,641.00         | 107.80%       |
| 24. SCBA Air Fill Testing (Qtr. Maint.)                              | \$1,675.20                     |                              | 1479.84            | 88.34%        |
| 25. Defibrillator Testing  | \$500.00                       |                              |                    | 0.00%         |
| 26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags) | \$1,000.00                     | \$121.90                     | \$436.32           | 43.63%        |
| 27. Engine Pump Recertification                                      | \$750.00                       | \$650.00                     | \$650.00           | 86.67%        |
| 28. Rescue #5 Payments (New Vehicle)                                 | \$6,000.00                     |                              |                    | 0.00%         |
| 29. Paid Position  | \$45,000.00                    |                              |                    | 0.00%         |
| <b>TOTALS</b>  | <b>\$130,070.87</b>            | <b>\$2,279.95</b>            | <b>\$23,356.22</b> | <b>17.96%</b> |



**Jefferson County Emergency Services District # 1, Inc.  
March 2015**

**Community Bank Checking**

|                             |                    |
|-----------------------------|--------------------|
| Beginning March Balance     | \$68,107.72        |
| Withdrawals                 | -\$2,279.95        |
| Deposits*                   |                    |
| <b>Ending March Balance</b> | <b>\$65,827.77</b> |

**Community Bank Statement**

\$66,042.45 February Ending Balance

Outstanding Checks

|                            |           |
|----------------------------|-----------|
| CK# 1610 Lewis Leach       | -\$10.00  |
| CK# 1612 Cameron Fontenot  | -\$25.00  |
| CK# 1616 Paul Truax        | -\$5.00   |
| CK# 1621 Tom Phillips, Sr. | -\$60.00  |
| CK# 1644 Julie LaFlamme    | -\$114.68 |

\$65,827.77 Community Bank Balance

**Wells Fargo Bank Statement**

Outstanding Checks

|                                 |                    |
|---------------------------------|--------------------|
| #1031 Paul Truax                | -\$5.00            |
| #1132 Ryan Jannise              | -\$5.00            |
| #1160 Tom Phillips, Sr.         | -\$99.00           |
| <b>Wells Fargo Bank Balance</b> | <b>\$15,261.60</b> |

**Well Fargo Checking (Board created) - to be closed**

Interest - March

\$15,261.02  
\$0.58  
\$15,261.60

Jefferson County Emergency Services District # 1, Inc.

\*Itemized Expenditures

18. Miscellaneous Expenditures Detailed

March 2015  
Expenditures

Julie LaFlamme (Sam's purchase) Paper Towels, Ice,  
Candy, 2 Cakes, Chips & Soda

\$114.68

Total Misc. Expenditures

\$114.68

|                            |             |
|----------------------------|-------------|
| Volunteers Savings Account | \$14,111.81 |
| Deposits                   | \$100.00    |
| Withdrawals                |             |
| Interest earned            | \$0.00      |
| Savings Balance            | \$14,211.81 |

Jefferson County Emergency Services District # 1, Inc.

|               |  | April 2015          |  |                           |                    |               |
|---------------|--|---------------------|--|---------------------------|--------------------|---------------|
|               |  | \$ Budget Amount    |  | April Monthly Expenditure |                    |               |
|               |  |                     |  |                           | Spent to Date      | % Spent       |
| 1.            | Engine #2 Annual Payment   | \$26,004.67         |  |                           |                    | 0.00%         |
| 2.            | Vehicle Insurance  | \$12,041.00         |  |                           |                    | 0.00%         |
| 3.            | Workman's Compensation Insurance                                 | \$900.00            |  |                           | \$68.00            | 7.56%         |
| 4.            | Vehicle Maintenance/Repair                                       | \$2,100.00          |  | \$571.32                  | \$4,541.66         | 216.27%       |
| 5.            | Fuel   | \$3,000.00          |  | \$158.46                  | \$1,426.58         | 47.55%        |
| 6.            | Bunker Gear Maintenance/Purchase                                 | \$9,600.00          |  |                           | \$182.50           | 1.90%         |
| 7.            | Radio & Pager Maintenance/Purchase                               | \$500.00            |  |                           | \$1,218.87         | 243.77%       |
| 8.            | Uniform Maintenance/Purchases                                    | \$600.00            |  |                           | \$59.32            | 9.89%         |
| 9.            | Telephone Service (Phone/Fax/Security)                           | \$1,650.00          |  | \$122.29                  | \$863.62           | 52.34%        |
| 10.           | Fire Alarm Service (inc. in Station Maint).                      | \$0.00              |  |                           |                    |               |
| 11.           | Member Fuel Reimbursement  | \$2,200.00          |  | \$430.00                  | \$1,525.00         | 69.32%        |
| 12.           | Print/Copy/Office Supplies                                       | \$350.00            |  | \$49.00                   | \$318.76           | 91.07%        |
| 13.           | Fire Training  | \$1,000.00          |  |                           |                    | 0.00%         |
| 14.           | Medical Training   | \$500.00            |  |                           | \$99.00            | 19.80%        |
| 15.           | Medical Supplies   | \$3,500.00          |  |                           | \$690.04           | 19.72%        |
| 16.           | Organizational Dues  | \$350.00            |  |                           | \$385.00           | 110.00%       |
| 17.           | Community Education  | \$0.00              |  |                           |                    |               |
| 18.           | Miscellaneous  | \$1,000.00          |  | \$145.88                  | \$1,290.81         | 129.08%       |
|               | *(See Itemized Listing)  |                     |  |                           |                    |               |
| 19.           | Utilities (Electric, Gas)  | \$4,500.00          |  | \$95.44                   | \$1,941.33         | 43.14%        |
| 20.           | Internet & TV  | \$1,200.00          |  | \$103.98                  | \$719.94           | 60.00%        |
| 21.           | Accounting - CPA & IRS   | \$1,500.00          |  |                           | \$4,175.00         | 278.33%       |
| 22.           | Annual Air Pak Testing   | \$200.00            |  |                           | \$320.00           | 160.00%       |
| 23.           | Annual Fire Hose Testing   | \$2,450.00          |  |                           | \$2,641.00         | 107.80%       |
| 24.           | SCBA Air Fill Testing (Qtr. Maint.)                              | \$1,675.20          |  |                           | 1479.84            | 88.34%        |
| 25.           | Defibrillator Testing  | \$500.00            |  |                           |                    | 0.00%         |
| 26.           | Station Maint. (Pest Control, Cleaning & Annual Security, Flags) | \$1,000.00          |  | \$45.00                   | \$481.32           | 48.13%        |
| 27.           | Engine Pump Recertification                                      | \$750.00            |  |                           | \$650.00           | 86.67%        |
| 28.           | Rescue #5 Payments (New Vehicle)                                 | \$6,000.00          |  |                           |                    | 0.00%         |
| 29.           | Paid Position  | \$45,000.00         |  |                           |                    | 0.00%         |
| <b>TOTALS</b> |  | <b>\$130,070.87</b> |  | <b>\$1,721.37</b>         | <b>\$25,077.59</b> | <b>19.28%</b> |

Jefferson County Emergency Services District # 1, Inc.

| April EXPENDITURES               |   |                   |        |         |  |
|----------------------------------|---|-------------------|--------|---------|--|
| Payee                            | Reason  | Amount            | Date   | Check # |  |
| Chris Gonzales - Unit #1         | Jan-Mar 2015 Stipends, 13 runs - 6 in POV   | \$30.00           | 7-Apr  | 1645    |  |
| Dan Flowers - Unit #2            | Jan-Mar 2015 Stipends, 20 runs  | \$100.00          | 7-Apr  | 1646    |  |
| James Martin - Unit #11          | Jan-Mar 2015 Stipends, 6 runs   | \$30.00           | 7-Apr  | 1647    |  |
| Lewis Leach - Unit #14           | Jan-Mar 2015 Stipends, 4 runs   | \$20.00           | 7-Apr  | 1648    |  |
| Tom Phillips, Jr. - Unit #23     | Jan-Mar 2015 Stipends, 7 runs   | \$35.00           | 7-Apr  | 1649    |  |
| Cameron Fontenot - Unit #32      | Jan-Mar 2015 Stipends, 1 run  | \$5.00            | 7-Apr  | 1650    |  |
| Jordan Gonzales - Unit #34       | Jan-Mar 2015 Stipends, 1 run  | \$5.00            | 7-Apr  | 1651    |  |
| Ronnie Adams - Unit #40          | Jan-Mar 2015 Stipends, 1 run  | \$5.00            | 7-Apr  | 1652    |  |
| John Gundolf - Unit #50          | Jan-Mar 2015 Stipends, 5 runs   | \$25.00           | 7-Apr  | 1653    |  |
| Justin Hidalgo - Unit #52        | Jan-Mar 2015 Stipends, 6 runs   | \$30.00           | 7-Apr  | 1654    |  |
| Jr. Vazquez - Unit #53           | Jan-Mar 2015 Stipends, 3 runs   | \$15.00           | 7-Apr  | 1655    |  |
| John LaFlamme - Unit #55         | Jan-Mar 2015 Stipends, 4 runs   | \$20.00           | 7-Apr  | 1656    |  |
| Julie LaFlamme - Unit #56        | Jan-Mar 2015 Stipends, 1 run  | \$5.00            | 7-Apr  | 1657    |  |
| Mark Mann - Unit #58             | Jan-Mar 2015 Stipends, 2 runs   | \$10.00           | 7-Apr  | 1658    |  |
| Tom Phillips, Sr. - Unit #60     | Jan-Mar 2015 Stipends, 19 runs  | \$95.00           | 7-Apr  | 1659    |  |
| Centerpoint Energy               | Station Gas 2/19 - 3/19/2015  | \$95.44           | 7-Apr  | 1660    |  |
| AT&T                             | Phone, Fax & Security Lines 3/17 - 4/16/2015  | \$122.29          | 7-Apr  | 1661    |  |
| Justin Hidalgo - Unit #52        | Reimbursed - Springs for Brush Truck  | \$30.14           | 7-Apr  | 1662    |  |
| Jordan Gonzales - Unit #34       | Reimbursed - Oil Change for Brush Truck   | \$94.95           | 7-Apr  | 1663    |  |
| Jordan Gonzales - Unit #34       | Reimbursed - Fuel for Brush Truck   | \$27.93           | 7-Apr  | 1664    |  |
| Siddons-Martin Emergency Group   | Repair Engine - Air Leak behind Dash  | \$354.57          | 7-Apr  | 1665    |  |
| Directv                          | Television Service 4/7 - 5/6/2015   | \$65.99           | 14-Apr | 1666    |  |
| Verizon Wireless                 | Internet Service 3/2 - 4/1/2015   | \$37.99           | 14-Apr | 1667    |  |
| Safe and Sound Security Services | Adj. Tampers on Sirens & Adj. Cameras   | \$45.00           | 14-Apr | 1668    |  |
| Card Service Center (VISA)       | Fuel 158.46, Truck Maint. 36.74, Meals 145.88<br>Note: \$112.33 transferred from Volunteer Savings<br>for FF Recognition Meal | \$341.08          | 14-Apr | 1669    |  |
| Julie LaFlamme - Unit #56        | Reimbursed for Postage Expense  | \$49.00           | 14-Apr | 1670    |  |
| Tom Phillips, Sr. - Unit #60     | Reimbursed for Oil Change for Brush Truck   | \$26.99           | 21-Apr | 1671    |  |
| <b>TOTAL</b>                     |   | <b>\$1,721.37</b> |        |         |  |

Community Bank Checking

Jefferson County Emergency Services District # 1, Inc.

April 2015

|                         |             |
|-------------------------|-------------|
| Beginning April Balance | \$65,827.77 |
| Withdrawals             | -\$1,721.37 |
| Deposits*               | \$15,373.93 |
| Ending April Balance    | \$79,480.33 |

Community Bank Statement

\$79,557.32 April Ending Balance

Outstanding Checks

- CK# 1616 Paul Truax - \$5.00
- CK# 1652 Ronnie Adams - \$5.00
- CK# 1653 John Gundolf - \$25.00
- CK# 1655 Jose Vazquez - \$15.00
- CK# 1671 Tom Phillips, Sr. - \$26.99

\$79,480.33 Community Bank Balance

Community Bank Deposits

- W's Fargo Check #1161 written 4/14/2015, \$15,261.60
- Funds written to close account \$112.30
- Telephone Transfer

TOTAL DEPOSITS \$15,373.90

Jefferson County Emergency Services District # 1, Inc.  
April 2015

\*Itemized Expenditures

18. Miscellaneous Expenditures Detailed

Expenditures

Meals on VISA (Note: \$112.33 transferred from  
Volunteer Savings for FF Recognition Dinner

\$145.88

Total Misc. Expenditures

\$145.88

|                            |                    |
|----------------------------|--------------------|
| Volunteers Savings Account | \$14,211.81        |
| Deposits                   |                    |
| Withdrawals                | -\$112.33          |
| Transfer Fee               | -\$3.00            |
| Interest earned            | \$0.00             |
| <b>Savings Balance</b>     | <b>\$14,096.48</b> |

Jefferson County Emergency Services District # 1, Inc.

|  | May 2015<br>\$ Budget Amount | May Monthly<br>Expenditure | Spent to Date      | % Spent       |
|--|------------------------------|----------------------------|--------------------|---------------|
| 1. Engine #2 Annual Payment  | \$26,004.67                  |                            |                    | 0.00%         |
| 2. Vehicle Insurance   | \$12,041.00                  |                            |                    | 0.00%         |
| 3. Workman's Compensation Insurance                                  | \$900.00                     |                            | \$68.00            | 7.56%         |
| 4. Vehicle Maintenance/Repair  | \$2,100.00                   |                            | \$4,541.66         | 216.27%       |
| 5. Fuel  | \$3,000.00                   | \$115.94                   | \$1,542.52         | 51.42%        |
| 6. Bunker Gear Maintenance/Purchase                                  | \$9,600.00                   | \$46.42                    | \$228.92           | 2.38%         |
| 7. Radio & Pager Maintenance/Purchase                                | \$500.00                     | \$46.42                    | \$1,218.87         | 243.77%       |
| 8. Uniform Maintenance/Purchases                                     | \$600.00                     |                            | \$59.32            | 9.89%         |
| 9. Telephone Service (Phone/Fax/Security)                            | \$1,650.00                   | \$248.56                   | \$1,112.18         | 67.40%        |
| 1. Fire Alarm Service (inc. in Station Maint.).                      | \$0.00                       |                            |                    |               |
| 11. Member Fuel Reimbursement  | \$2,200.00                   |                            | \$1,525.00         | 69.32%        |
| 12. Print/Copy/Office Supplies                                       | \$350.00                     | \$444.89                   | \$763.65           | 218.19%       |
| 13. Fire Training  | \$1,000.00                   |                            |                    | 0.00%         |
| 14. Medical Training   | \$500.00                     | \$350.00                   | \$449.00           | 89.80%        |
| 15. Medical Supplies   | \$3,500.00                   | \$441.20                   | \$1,131.24         | 32.32%        |
| 16. Organizational Dues  | \$350.00                     |                            | \$385.00           | 110.00%       |
| 17. Community Education  | \$0.00                       |                            |                    |               |
| 18. Miscellaneous  | \$1,000.00                   | \$37.87                    | \$1,328.68         | 132.87%       |
| *(See Itemized Listing)  |                              |                            |                    |               |
| 19. Utilities (Electric, Gas)  | \$4,500.00                   | \$32.89                    | \$1,974.22         | 43.87%        |
| 20. Internet & TV  | \$1,200.00                   | \$103.98                   | \$823.92           | 68.66%        |
| 21. Accounting - CPA & IRS   | \$1,500.00                   | \$2,065.00                 | \$6,240.00         | 416.00%       |
| 22. Annual Air Pak Testing   | \$200.00                     | \$160.00                   | \$480.00           | 240.00%       |
| 2. Annual Fire Hose Testing  | \$2,450.00                   |                            | \$2,641.00         | 107.80%       |
| 24. SCBA Air Fill Testing (Qtr. Maint.)                              | \$1,675.20                   |                            | 1479.84            | 88.34%        |
| 25. Defibrillator Testing  | \$500.00                     |                            |                    | 0.00%         |
| 26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags) | \$1,000.00                   | \$443.40                   | \$924.72           | 92.47%        |
| 27. Engine Pump Recertification                                      | \$750.00                     |                            | \$650.00           | 86.67%        |
| 28. Rescue #5 Payments (New Vehicle)                                 | \$6,000.00                   |                            |                    | 0.00%         |
| 29. New Rescue Vehicle   | \$45,000.00                  | \$36,379.00                | \$36,379.00        | 80.84%        |
| <b>TOTALS</b>  | <b>\$130,070.87</b>          | <b>\$40,869.15</b>         | <b>\$29,567.74</b> | <b>22.73%</b> |



**Jefferson County Emergency Services District # 1, Inc.  
May 2015**

**Community Bank Checking**

|                       |                    |
|-----------------------|--------------------|
| Beginning May Balance | \$79,480.33        |
| Withdrawals           | -\$40,869.15       |
| Deposits*             | \$5.00             |
| Ending May Balance    | <b>\$38,616.18</b> |

VOID CK #1616

**Community Bank Statement**

**\$75,771.52 May Ending Balance**

Outstanding Checks

|  |              |
|--|--------------|
| CK# 1652 Ronnie Adams                              | -\$5.00      |
| CK# 1653 John Gundolf                              | -\$25.00     |
| CK# 1676   | VOID         |
| CK# 1683 Julie LaFlamme                            | -\$4.91      |
| CK# 1685 Emergency Medical Products, Inc.          | -\$177.20    |
| CK# 1686 AT&T                                      | -\$124.25    |
| CK# 1687 Caldwell Country Chevrolet (Siddon-Martin | -\$36,379.00 |
| CK# 1688 Best Buy                                  | -\$439.98    |

**\$38,616.18 Community Bank Balance**

**V's Fargo Bank - Balance of \$109.37**  
(Outstanding Checks plus Interest)

Jefferson County Emergency Services District # 1, Inc.  
May 2015

\*Itemized Expenditures

18. Miscellaneous Expenditures Detailed

Expenditures

Pizza & Drinks for Extrication Class Training

\$37.87

Total Misc. Expenditures \$37.87

|                            |                    |
|----------------------------|--------------------|
| Volunteers Savings Account | \$14,211.81        |
| Deposits                   |                    |
| Withdrawals                | -\$112.33          |
| Transfer Fee               | -\$3.00            |
| Interest earned            | \$0.00             |
| <b>Savings Balance</b>     | <b>\$14,096.48</b> |

Jefferson County Emergency Services District # 1, Inc.

|  | June 2015<br>\$ Budget Amount | June Monthly<br>Expenditure | Spent to Date      | % Spent       |
|--|-------------------------------|-----------------------------|--------------------|---------------|
| 1. Engine #2 Annual Payment  | \$26,004.67                   | \$26,004.67                 | \$26,004.67        | 100.00%       |
| 2. Vehicle Insurance   | \$12,041.00                   | \$112.00                    | \$112.00           | 0.93%         |
| 3. Workman's Compensation Insurance                                  | \$900.00                      |                             | \$68.00            | 7.56%         |
| 4. Vehicle Maintenance/Repair  | \$2,100.00                    |                             | \$4,541.66         | 216.27%       |
| 5. Fuel  | \$3,000.00                    | \$99.00                     | \$1,641.52         | 54.72%        |
| 6. Bunker Gear Maintenance/Purchase                                  | \$9,600.00                    |                             | \$228.92           | 2.38%         |
| 7. Radio & Pager Maintenance/Purchase                                | \$500.00                      | \$44.50                     | \$1,263.37         | 252.67%       |
| 8. Uniform Maintenance/Purchases                                     | \$600.00                      |                             | \$59.32            | 9.89%         |
| 9. Telephone Service (Phone/Fax/Security)                            | \$1,650.00                    |                             | \$1,112.18         | 67.40%        |
| 1. Fire Alarm Service (inc. in Station Maint.).                      | \$0.00                        |                             |                    |               |
| 11. Member Fuel Reimbursement  | \$2,200.00                    |                             | \$1,525.00         | 69.32%        |
| 12. Print/Copy/Office Supplies                                       | \$350.00                      |                             | \$763.65           | 218.19%       |
| 13. Fire Training  | \$1,000.00                    |                             |                    | 0.00%         |
| 14. Medical Training   | \$500.00                      |                             | \$449.00           | 89.80%        |
| 15. Medical Supplies   | \$3,500.00                    |                             | \$1,131.24         | 32.32%        |
| 16. Organizational Dues  | \$350.00                      |                             | \$385.00           | 110.00%       |
| 17. Community Education  | \$0.00                        |                             |                    |               |
| 18. Miscellaneous  | \$1,000.00                    | \$529.17                    | \$1,857.85         | 185.79%       |
| * (See Itemized Listing)   |                               |                             |                    |               |
| 19. Utilities (Electric, Gas)  | \$4,500.00                    | \$31.26                     | \$2,005.48         | 44.57%        |
| 20. Internet & TV  | \$1,200.00                    | \$102.31                    | \$926.23           | 77.19%        |
| 21. Accounting - CPA & IRS   | \$1,500.00                    |                             | \$6,240.00         | 416.00%       |
| 22. Annual Air Pak Testing   | \$200.00                      |                             | \$480.00           | 240.00%       |
| 23. Annual Fire Hose Testing   | \$2,450.00                    |                             | \$2,641.00         | 107.80%       |
| 24. SCBA Air Fill Testing (Qtr. Maint.)                              | \$1,675.20                    |                             | 1479.84            | 88.34%        |
| 25. Defibrillator Testing  | \$500.00                      |                             |                    | 0.00%         |
| 26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags) | \$1,000.00                    | \$906.78                    | \$1,831.50         | 183.15%       |
| 27. Engine Pump Recertification                                      | \$750.00                      |                             | \$650.00           | 86.67%        |
| 28. Rescue #5 Payments (New Vehicle)                                 | \$6,000.00                    |                             |                    | 0.00%         |
| 29. New Rescue Vehicle   | \$45,000.00                   |                             | \$36,379.00        | 80.84%        |
| <b>TOTALS</b>  | <b>\$130,070.87</b>           | <b>\$27,829.69</b>          | <b>\$57,397.43</b> | <b>44.13%</b> |



**Jefferson County Emergency Services District # 1, Inc.  
June 2015**

**Community Bank Checking**

|                            |                    |
|----------------------------|--------------------|
| Beginning June Balance     | <b>\$38,616.18</b> |
| Withdrawals                | -\$27,829.69       |
| Deposits*                  | \$176.13           |
| <b>Ending June Balance</b> | <b>\$10,962.62</b> |

**Community Bank Statement**

Outstanding Checks

|   |          |
|---|----------|
| CK# 1652 Ronnie Adams                   | -\$5.00  |
| CK# 1690 Tom Phillips, Jr.              | -\$4.21  |
| CK# 1697 Verizon Wireless               | -\$37.99 |
| CK# 1698 DirectTV                       | -\$64.32 |
| CK# 1699 Terry Peddy Pest Control, Inc. | -\$55.00 |

**\$11,129.14** May Ending Balance

**\$10,962.62** Community Bank Balance

**Wells Fargo Bank - Balance of \$109.37**

Outstanding Checks

|                         |                |
|-------------------------|----------------|
| #1031 Paul Truax        | \$5.00         |
| #1132 Ryan Jannise      | \$5.00         |
| #1160 Tom Phillips, Sr. | <u>\$99.00</u> |

Interest Paid

|                 |
|-----------------|
| \$109.00        |
| <u>\$0.37</u>   |
| <b>\$109.37</b> |

**Balance remaining in Wells Fargo from Outstanding checks...**

Check #1162 written to JCESD#1, Inc for deposit to  
Community Bank Acct  
Check #1031, 1132 & 1160 Voided/Never Cashd

|               |
|---------------|
| -\$109.37     |
| <b>\$0.00</b> |

Jefferson County Emergency Services District # 1, Inc.  
June 2015

\*Itemized Expenditures

18. Miscellaneous Expenditures Detailed Expenditures

VISA - Flashlight Batteries \$64.93  
VISA - License Management \$165.00

Tom Phillips, Jr. - Chainsaw fuel line & sparkplug \$4.21  
Julie LaFlamme - Gatorade, Water, Candy, Chips \$108.46  
L O s Leach - Repaired Chainsaw (Blade, Guard, Remote & File) \$186.57

**Total Misc. Expenditures** \$529.17

Community Bank Deposits

Safe & Sound Security Services - Refund Phone Bill \$176.13

**Total Deposits** \$176.13

## Jefferson County Emergency Services District # 1, Inc.

|  | July 2015<br>\$ Budget Amount | July Monthly<br>Expenditure | Spent to Date      | % Spent       |
|--|-------------------------------|-----------------------------|--------------------|---------------|
| 1. Engine #2 Annual Payment  | \$26,004.67                   |                             | \$26,004.67        | 100.00%       |
| 2. Vehicle Insurance   | \$12,041.00                   |                             | \$112.00           | 0.93%         |
| 3. Workman's Compensation Insurance                                  | \$900.00                      |                             | \$68.00            | 7.56%         |
| 4. Vehicle Maintenance/Repair  | \$2,100.00                    | \$87.60                     | \$4,629.26         | 220.44%       |
| 5. Fuel  | \$3,000.00                    | \$193.51                    | \$1,835.03         | 61.17%        |
| 6. Bunker Gear Maintenance/Purchase                                  | \$9,600.00                    |                             | \$228.92           | 2.38%         |
| 7. Radio & Pager Maintenance/Purchase                                | \$500.00                      | \$220.10                    | \$1,483.47         | 296.69%       |
| 8. Uniform Maintenance/Purchases                                     | \$600.00                      |                             | \$59.32            | 9.89%         |
| 9. Telephone Service (Phone/Fax/Security)                            | \$1,650.00                    | \$129.79                    | \$1,241.97         | 75.27%        |
| 10. Fire Alarm Service (inc. in Station Maint.).                     | \$0.00                        |                             |                    |               |
| 11. Member Fuel Reimbursement  | \$2,200.00                    |                             | \$1,525.00         | 69.32%        |
| 12. Print/Copy/Office Supplies                                       | \$350.00                      |                             | \$763.65           | 218.19%       |
| 13. Fire Training  | \$1,000.00                    |                             |                    | 0.00%         |
| 14. Medical Training   | \$500.00                      |                             | \$449.00           | 89.80%        |
| 15. Medical Supplies   | \$3,500.00                    | \$279.80                    | \$1,411.04         | 40.32%        |
| 16. Organizational Dues  | \$350.00                      |                             | \$385.00           | 110.00%       |
| 17. Community Education  | \$0.00                        |                             |                    |               |
| 18. Miscellaneous  | \$1,000.00                    | \$310.80                    | \$2,168.65         | 216.87%       |
| * (See Itemized Listing)   |                               |                             |                    |               |
| 19. Utilities (Electric, Gas)  | \$4,500.00                    | \$67.07                     | \$2,072.55         | 46.06%        |
| 20. Internet & TV  | \$1,200.00                    | \$215.83                    | \$1,142.06         | 95.17%        |
| 21. Accounting - CPA & IRS   | \$1,500.00                    |                             | \$6,240.00         | 416.00%       |
| 22. Annual Air Pak Testing   | \$200.00                      |                             | \$480.00           | 240.00%       |
| 23. Annual Fire Hose Testing   | \$2,450.00                    |                             | \$2,641.00         | 107.80%       |
| 24. SCBA Air Fill Testing (Qtr. Maint.)                              | \$1,675.20                    |                             | 1479.84            | 88.34%        |
| 25. Defibrillator Testing  | \$500.00                      |                             |                    | 0.00%         |
| 26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags) | \$1,000.00                    |                             | \$1,831.50         | 183.15%       |
| 27. Engine Pump Recertification                                      | \$750.00                      |                             | \$650.00           | 86.67%        |
| 28. Rescue #5 Payments (New Vehicle)                                 | \$6,000.00                    | \$0.00                      | \$0.00             | 0.00%         |
| 29. New Rescue Vehicle   | \$45,000.00                   |                             | \$36,379.00        | 80.84%        |
| <b>TOTALS</b>  | <b>\$130,070.87</b>           | <b>\$1,504.50</b>           | <b>\$95,280.93</b> | <b>73.25%</b> |



**Jefferson County Emergency Services District # 1, Inc.  
July 2015**

**Community Bank Checking**

|                            |                    |
|----------------------------|--------------------|
| Beginning July Balance     | \$10,962.62        |
| Withdrawals                | -\$1,504.50        |
| Deposits*                  | \$52,199.84        |
| <b>Ending July Balance</b> | <b>\$61,657.96</b> |

**Community Bank Statement**

Outstanding Checks

|   |           |
|---|-----------|
| CK# 1652 Ronnie Adams                     | -\$5.00   |
| CK# 1712 James Martin                     | -\$41.63  |
| CK# 1715 James Martin                     | -\$30.47  |
| CK# 1716 Emergency Medical Products, Inc. | -\$116.40 |
| CK# 1717 Jose Vazquez                     | -\$10.81  |
| CK# 1718 AT&T                             | -\$111.85 |

**\$61,974.12 Ending July Balance**

**\$61,657.96 Community Bank Balance**

Deposits to Community Bank

|   |               |
|---|---------------|
| Closed Wells Fargo Acct                 | 109.37        |
| Funds from Board for SCBA's             | 51,637.20     |
| Donation toward Rusty's Service         | 100.00        |
| Transferred from Member Savings         | 109.30        |
| Transferred from Member Savings Deposit | 143.97        |
|   | <u>100.00</u> |

Funds from Board to purchase SCBA's  
 To cover cost of Check #1709, but it was Voided  
 To cover cost of Check #1705  
 To cover cost of Check #1713

- Funds to be transferred to Member Savings in Aug.

**Total Deposits** **52,199.84**

Jefferson County Emergency Services District # 1, Inc.  
July 2015

\*Itemized Expenditures

18. Miscellaneous Expenditures Detailed

Expenditures

|   |          |
|---|----------|
| Julie LaFlamme- reimburse Flowers - Gautreaux Funeral | \$143.97 |
| Julie LaFlamme- reimburse Meal - Gautreaux Funeral    | \$109.30 |
| Julie LaFlamme- reimburse Weed Killer-Hydrant Maint.  | \$46.72  |
| Jose Vazquez - Battery for Brush Truck Flashlight     | \$10.81  |

**Total Misc. Expenditures** \$310.80

|                            |                    |
|----------------------------|--------------------|
| Volunteers Savings Account | \$14,096.48        |
| Deposits                   |                    |
| Withdrawals                | -\$253.27          |
| Transfer Fee               |                    |
| Interest earned            |                    |
| <b>Savings Balance</b>     | <b>\$13,843.21</b> |

For Ck# 1705 & Ck#1713

Jefferson County Emergency Services District # 1, Inc.

|  | August 2015<br>\$ Budget Amount | August Monthly<br>Expenditure | Spent to Date      | % Spent       |
|--|---------------------------------|-------------------------------|--------------------|---------------|
| 1. Engine #2 Annual Payment  | \$26,004.67                     |                               | \$26,004.67        | 100.00%       |
| 2. Vehicle Insurance   | \$12,041.00                     |                               | \$112.00           | 0.93%         |
| 3. Workman's Compensation Insurance                                  | \$900.00                        | \$872.00                      | \$940.00           | 104.44%       |
| 4. Vehicle Maintenance/Repair  | \$2,100.00                      |                               | \$4,629.26         | 220.44%       |
| 5. Fuel  | \$3,000.00                      | \$217.45                      | \$2,052.48         | 68.42%        |
| 6. Bunker Gear Maintenance/Purchase                                  | \$9,600.00                      |                               | \$228.92           | 2.38%         |
| 7. Radio & Pager Maintenance/Purchase                                | \$500.00                        |                               | \$1,483.47         | 296.69%       |
| 8. Uniform Maintenance/Purchases                                     | \$600.00                        | \$335.76                      | \$395.08           | 65.85%        |
| 9. Telephone Service (Phone/Fax/Security)                            | \$1,650.00                      | \$112.77                      | \$1,354.74         | 82.11%        |
| 10. Fire Alarm Service (inc. in Station Maint.).                     | \$0.00                          |                               |                    |               |
| 11. Member Fuel Reimbursement  | \$2,200.00                      | \$550.00                      | \$2,075.00         | 94.32%        |
| 12. Print/Copy/Office Supplies                                       | \$350.00                        |                               | \$763.65           | 218.19%       |
| 13. Fire Training  | \$1,000.00                      |                               |                    | 0.00%         |
| 14. Medical Training   | \$500.00                        |                               | \$449.00           | 89.80%        |
| 15. Medical Supplies   | \$3,500.00                      |                               | \$1,411.04         | 40.32%        |
| 16. Organizational Dues  | \$350.00                        |                               | \$385.00           | 110.00%       |
| 17. Community Education  | \$0.00                          |                               |                    |               |
| 18. Miscellaneous  | \$1,000.00                      | \$355.46                      | \$2,524.11         | 252.41%       |
| * (See Itemized Listing)   |                                 |                               |                    |               |
| 19. Utilities (Electric, Gas)  | \$4,500.00                      | \$200.17                      | \$2,272.72         | 50.50%        |
| 20. Internet & TV  | \$1,200.00                      | \$103.98                      | \$1,246.04         | 103.84%       |
| 21. Accounting - CPA & IRS   | \$1,500.00                      | \$45.00                       | \$6,285.00         | 419.00%       |
| 22. Annual Air Pak Testing   | \$200.00                        |                               | \$480.00           | 240.00%       |
| 23. Annual Fire Hose Testing   | \$2,450.00                      |                               | \$2,641.00         | 107.80%       |
| 24. SCBA Air Fill Testing (Qtr. Maint.)                              | \$1,675.20                      |                               | 1479.84            | 88.34%        |
| 25. Defibrillator Testing  | \$500.00                        |                               |                    | 0.00%         |
| 26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags) | \$1,000.00                      |                               | \$1,831.50         | 183.15%       |
| 27. Engine Pump Recertification                                      | \$750.00                        |                               | \$650.00           | 86.67%        |
| 28. Rescue #5 Payments (New Vehicle)                                 | \$6,000.00                      |                               | \$0.00             | 0.00%         |
| 29. New Rescue Vehicle   | \$45,000.00                     |                               | \$36,379.00        | 80.84%        |
| <b>TOTALS</b>  | <b>\$130,070.87</b>             | <b>\$2,792.59</b>             | <b>\$98,073.52</b> | <b>75.40%</b> |

Jefferson County Emergency Services District # 1, Inc.  
August 2015

| August EXPENDITURES               |   | Reason            | Amount | Date | Check # |
|-----------------------------------|---|-------------------|--------|------|---------|
| Payee                             |   |                   |        |      |         |
| CenterPoint Energy                | Station Gas 6/19 - 7/22/2015  | \$34.29           | 4-Aug  | 1719 |         |
| Tom Phillips, Sr. - Unit #60      | Reimburse to repair Chainsaw - Fixed Ground   | \$70.00           | 4-Aug  | 1720 |         |
| Entergy                           | Electric Service 7/7 - 8/4/2015   | \$165.88          | 11-Aug | 1721 |         |
| Verizon Wireless                  | Internet Service 7/2 - 8/1/2015   | \$37.99           | 11-Aug | 1722 |         |
| Texas Mutual Insurance            | Workers Comp Coverage 9/10/2015-9/10/2016   | \$872.00          | 11-Aug | 1723 |         |
| Card Service Center (VISA)        | Gautreux Meal -191.67, Chainsaw Fuel - 40.98,<br>Training meal - 47.41, Fuel 217.45, Paint 5.40 | \$502.91          | 11-Aug | 1724 |         |
| W. hen, DeShong & Juncker, L.L.P. | 2013-2014 Tax Returns sent via Email to Auditor Jon Watson                                      | \$45.00           | 18-Aug | 1725 |         |
| DirectV                           | Television Service 8/7 - 9/6/2015   | \$65.99           | 18-Aug | 1726 |         |
| Robert Ring - Unit #57            | Reimburse for Uniform Boots   | \$75.76           | 18-Aug | 1727 |         |
| Code Blue Police Supply           | Uniform Pants for Unit #57 (Robert Ring)  | \$44.00           | 18-Aug | 1728 |         |
| Galls, LLC                        | 1 Dozen Uniform Ball Caps   | \$216.00          | 18-Aug | 1729 |         |
| AT&T                              | Phone, Fax & Security Lines 8/17 - 9/16/2015  | \$112.77          | 25-Aug | 1730 |         |
| Dan Flowers - Unit #2             | Stipends, Apr-June 2015, 12 runs  | \$60.00           | 25-Aug | 1731 |         |
| James Martin - Unit #11           | Stipends, Apr-June 2015, 9 runs   | \$45.00           | 25-Aug | 1732 |         |
| Lewis Leach - Unit #14            | Stipends, Apr-June 2015, 5 runs   | \$25.00           | 25-Aug | 1733 |         |
| Tom Phillips, Jr. - Unit #23      | Stipends, Apr-June 2015, 23 runs  | \$115.00          | 25-Aug | 1734 |         |
| Cameron Fontenot - Unit #32       | Stipends, Apr-June 2015, 4 runs   | \$20.00           | 25-Aug | 1735 |         |
| Jordan Gonzales - Unit #34        | Stipends, Apr-June 2015, 3 runs   | \$15.00           | 25-Aug | 1736 |         |
| Ronnie Adams - Unit #40           | Stipends, Apr-June 2015, 1 runs   | \$5.00            | 25-Aug | 1737 |         |
| John Gundolf - Unit #50           | Stipends, Apr-June 2015, 1 runs   | \$5.00            | 25-Aug | 1738 |         |
| J. Hidalgo - Unit #52             | Stipends, Apr-June 2015, 14 runs  | \$70.00           | 25-Aug | 1739 |         |
| Jose Vazquez - Unit #53           | Stipends, Apr-June 2015, 6 runs   | \$30.00           | 25-Aug | 1740 |         |
| John LaFlamme - Unit #55          | Stipends, Apr-June 2015, 5 runs   | \$25.00           | 25-Aug | 1741 |         |
| Robert Ring - Unit #57            | Stipends, Apr-June 2015, 3 runs   | \$15.00           | 25-Aug | 1742 |         |
| Mark Mann - Unit #58              | Stipends, Apr-June 2015, 3 runs   | \$15.00           | 25-Aug | 1743 |         |
| Tom Phillips, Sr. - Unit #60      | Stipends, Apr-June 2015, 21 runs  | \$105.00          | 25-Aug | 1744 |         |
| <b>TOTAL</b>                      |   | <b>\$2,792.59</b> |        |      |         |

**Jefferson County Emergency Services District # 1, Inc.  
August 2015**

**Community Bank Checking**

|                              |             |
|------------------------------|-------------|
| Beginning August Balance     | \$61,657.96 |
| Withdrawals - Checks Written | -\$2,792.59 |
| Transfers                    | -\$100.00   |
| Deposits*                    | \$10,203.04 |
| Ending August Balance        | \$68,968.41 |

Funds back to Mbr Savings - Check #1709 voided

**Community Bank Statement**

**\$69,631.18 Ending August Balance**

Outstanding Checks

|                              |           |              |
|------------------------------|-----------|--------------|
| AT&T                         | -\$112.77 | Check # 1730 |
| Dan Flowers - Unit #2        | -\$60.00  | Check # 1731 |
| James Martin - Unit #11      | -\$45.00  | Check # 1732 |
| Lewis Leach - Unit #14       | -\$25.00  | Check # 1733 |
| Tom Phillips, Jr. - Unit #23 | -\$115.00 | Check # 1734 |
| Cameron Fontenot - Unit #32  | -\$20.00  | Check # 1735 |
| Jordan Gonzales - Unit #34   | -\$15.00  | Check # 1736 |
| Ronnie Adams - Unit #40      | -\$5.00   | Check # 1737 |
| John Gundolf - Unit #50      | -\$5.00   | Check # 1738 |
| Justin Hidalgo - Unit #52    | -\$70.00  | Check # 1739 |
| Jose Vazquez - Unit #53      | -\$30.00  | Check # 1740 |
| John LaFlamme - Unit #55     | -\$25.00  | Check # 1741 |
| Robert Ring - Unit #57       | -\$15.00  | Check # 1742 |
| Mark Mann - Unit #58         | -\$15.00  | Check # 1743 |
| Tom Phillips, Sr. - Unit #60 | -\$105.00 | Check # 1744 |

**\$68,968.41 Community Bank Balance**

Deposits to Community Bank

Dividend Check from Texas Mutual  
Funds from Board - JCESD #1

\$203.04

\$10,000.00

**Total Deposits**

**\$10,203.04**

Jefferson County Emergency Services District # 1, Inc.  
August 2015

\*Itemized Expenditures

**18. Miscellaneous Expenditures Detailed**

|  | <u>Expenditures</u> |
|--|---------------------|
| Tom Phillips, Sr for payment to Tye Carter to repair Chainsaw (Fixed Ground Issue) | \$70.00             |
| Pizza purchased for training night (VISA)  | \$47.41             |
| Gautreux Meal - Day of Funeral (VISA)  | \$191.67            |
| Chainsaw Fuel (VISA)   | \$40.98             |
| Paint for SCBA's (VISA)  | \$5.40              |

**Total Misc. Expenditures** \$355.46

|                            |                    |
|----------------------------|--------------------|
| Volunteers Savings Account | <b>\$13,843.21</b> |
| Deposits                   | \$175.00           |
| Withdrawals                |                    |
| Transfer Fee               |                    |
| Interest earned            |                    |
| <b>Savings Balance</b>     | <b>\$14,018.21</b> |

Jefferson County Emergency Services District # 1, Inc.

|  | September 2015<br>\$ Budget Amount | September<br>Monthly<br>Expenditure | Spent to Date       | % Spent       |
|--|------------------------------------|-------------------------------------|---------------------|---------------|
| 1. Engine #2 Annual Payment  | \$26,004.67                        |                                     | \$26,004.67         | 100.00%       |
| 2. Vehicle Insurance   | \$12,041.00                        | \$8,549.00                          | \$8,661.00          | 71.93%        |
| 3. Workman's Comp, A & S Insurance                                   | \$900.00                           | \$3,185.00                          | \$4,125.00          | 458.33%       |
| 4. Vehicle Maintenance/Repair  | \$2,100.00                         | \$169.77                            | \$4,799.03          | 228.53%       |
| 5. Fuel  | \$3,000.00                         | \$197.87                            | \$2,250.35          | 75.01%        |
| 6. Bunker Gear Maintenance/Purchase                                  | \$9,600.00                         |                                     | \$228.92            | 2.38%         |
| 7. Radio & Pager Maintenance/Purchase                                | \$500.00                           |                                     | \$1,483.47          | 296.69%       |
| 8. Uniform Maintenance/Purchases                                     | \$600.00                           | \$244.57                            | \$639.65            | 106.61%       |
| 9. Telephone Service (Phone/Fax/Security)                            | \$1,650.00                         | \$107.31                            | \$1,462.05          | 88.61%        |
| 10. Fire Alarm Service (inc. in Station Maint).                      | \$0.00                             |                                     |                     |               |
| 11. Member Fuel Reimbursement  | \$2,200.00                         |                                     | \$2,075.00          | 94.32%        |
| 12. Print/Copy/Office Supplies                                       | \$350.00                           | \$37.88                             | \$801.53            | 229.01%       |
| 13. Fire Training  | \$1,000.00                         |                                     |                     | 0.00%         |
| 14. Medical Training   | \$500.00                           |                                     | \$449.00            | 89.80%        |
| 15. Medical Supplies   | \$3,500.00                         |                                     | \$1,411.04          | 40.32%        |
| 16. Organizational Dues  | \$350.00                           |                                     | \$385.00            | 110.00%       |
| 17. Community Education  | \$0.00                             |                                     |                     |               |
| 18. Miscellaneous  | \$1,000.00                         |                                     |                     |               |
| * (See Itemized Listing)   |                                    |                                     |                     |               |
| 19. Utilities (Electric, Gas)  | \$4,500.00                         | \$281.03                            | \$2,553.75          | 56.75%        |
| 20. Internet & TV  | \$1,200.00                         | \$103.98                            | \$1,350.02          | 112.50%       |
| 21. Accounting - CPA & IRS   | \$1,500.00                         |                                     | \$6,285.00          | 419.00%       |
| 22. Annual Air Pak Testing   | \$200.00                           |                                     | \$480.00            | 240.00%       |
| 23. Annual Fire Hose Testing   | \$2,450.00                         |                                     | \$2,641.00          | 107.80%       |
| 24. SCBA Air Fill Testing (Qtr. Maint.)                              | \$1,675.20                         |                                     | 1479.84             | 88.34%        |
| 25. Defibrillator Testing  | \$500.00                           |                                     |                     | 0.00%         |
| 26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags) | \$1,000.00                         | \$254.93                            | \$2,086.43          | 208.64%       |
| 27. Engine Pump Recertification                                      | \$750.00                           |                                     | \$650.00            | 86.67%        |
| 28. Rescue #5 Payments (New Vehicle)                                 | \$6,000.00                         |                                     | \$0.00              | 0.00%         |
| 29. New Rescue Vehicle   | \$45,000.00                        |                                     | \$36,379.00         | 80.84%        |
| 30. Board Extra Revenue (10 New SCBA's)                              | \$51,697.20                        | \$52,897.20                         | \$52,897.20         | 102.32%       |
| <b>TOTALS</b>  | <b>\$181,768.07</b>                | <b>\$66,046.24</b>                  | <b>\$164,119.76</b> | <b>90.29%</b> |



Jefferson County Emergency Services District # 1, Inc.

|                                |                |              |
|--------------------------------|----------------|--------------|
| Beginning August Balance       | September 2015 | \$68,968.41  |
| Withdrawals - Checks Written   |                | -\$66,046.24 |
| Withdrawals - Debit for Vendor |                | -\$122.39    |
| Transfers                      |                |              |
| Deposits*                      |                | \$11,209.32  |
| Ending August Balance          |                | \$14,009.10  |

(Deluxe Check Reorder)

Community Bank Statement

\$14,379.93 Ending August Balance

| Outstanding Checks             |           |
|--------------------------------|-----------|
| John Gundolf - Unit #50        | -\$5.00   |
| Terry Peddy Pest Control, Inc. | -\$55.00  |
| CenterPoint Energy             | -\$33.75  |
| AT&T                           | -\$107.31 |
| Siddons-Martin Emergency Group | -\$169.77 |
|                                |           |
|                                |           |
|                                |           |
|                                |           |
|                                |           |
|                                |           |
|                                |           |

Check # 1738  
 Check # 1755  
 Check # 1756  
 Check # 1757  
 Check # 1758

\$14,009.10 Community Bank Balance

Deposits to Community Bank

Entergy Grant for Bunker Gear Replacement  
 Funds from Board - JCESD #1  
 Deluxe Check Order - Tax Amount Refunded  
**Total Deposits**

|                       |                    |
|-----------------------|--------------------|
|                       | \$1,200.00         |
|                       | \$10,000.00        |
|                       | \$9.32             |
| <b>Total Deposits</b> | <b>\$11,209.32</b> |

\*Itemized Expenditures

Jefferson County Emergency Services District # 1, Inc.

18. Miscellaneous Expenditures Detailed

September 2015 Expenditures

|                      |        |
|----------------------|--------|
| Water                | \$8.97 |
| Soda, Plates & Bowls | \$8.73 |

|                          |         |
|--------------------------|---------|
| Total Misc. Expenditures | \$17.70 |
|--------------------------|---------|

|                        |             |
|------------------------|-------------|
| nteers Savings Account | \$14,018.21 |
| Deposits               | \$785.00    |
| Withdrawals            |             |
| Transfer Fee           |             |
| Interest earned        |             |
| Savings Balance        | \$14,803.21 |

**GULF COAST COMMUNITY PROTECTION AND RECOVERY DISTRICT, INC.  
 APPOINTING DIRECTORS, APPROVING AMENDMENT TO ITS AGREEMENT WITH  
 THE TEXAS GENERAL LAND OFFICE AND APPROVING AMENDMENT TO ITS AGREEMENT  
 WITH DANNENBAUM ENGINEERING**

**WHEREAS**, Gulf Coast Community Protection and Recovery District, Inc. (the "Corporation") was established to aid the upper Texas gulf coast region in the development of a regional plan to protect the region from future storm surge; and

**WHEREAS**, the Articles of Incorporation of the Corporation state that Jefferson County appoints one (1) director to the board of directors of the Corporation, with each director serving a three (3) year term; and

**WHEREAS**, Jefferson County wishes to reappoint County Judge Jeff R. Branick to serve an additional three (3) year term as a director of the Corporation; and

**WHEREAS**, the Articles of Incorporation of the Corporation state that it may have up to three (3) at-large directors who shall be appointed by a majority of the sponsoring counties, with each director serving a three (3) year term; and

**WHEREAS**, Jefferson County wishes to reappoint Lisa LaBean, Victor Pierson and Jim Sutherlin to each serve an additional three (3) year term as the at-large directors of the Corporation; and

**WHEREAS**, the Articles of Incorporation of the Corporation require that Jefferson County, along with the other county sponsors of the Corporation, each approve any agreement of the Corporation that exceeds Six Hundred Thousand and no/100 Dollars (\$600,000.00); and

**WHEREAS**, the Corporation and the Texas General Land Office (the "GLO") entered into that certain Community Development Block Grant Disaster Recovery Program Round 2.2 Non-Housing Grant Agreement (GLO Contract No. 14-149-000-8093) (the "Grant Agreement"), under which the GLO agreed to make a grant to the Corporation in an amount not to exceed Three Million, Nine Hundred Forty Thousand and no/100 Dollars (\$3,940,000.00); and

**WHEREAS**, Gulf Coast and the GLO have negotiated the terms of Amendment No. 1 to the Grant Agreement (the "GLO Amendment"), which would add funding in the amount of Three Million, Two Hundred Fifteen Thousand and no/100 Dollars (\$3,215,000.00), for a total grant of Seven Million, One Hundred Fifty Five Thousand and no/100 Dollars (\$7,155,000.00); and

**WHEREAS**, the Corporation has entered into a professional services agreement with Dannenbaum Engineering, as amended by a certain First Amendment thereto, and the Corporation desires to further amend such professional services agreement to enable the Corporation to use Dannenbaum Engineering and its subcontractors to assist with the Corporation's planning activities required under the GLO Amendment; and

**NOW THEREFORE, BE IT RESOLVED**, that the Commissioners Court of Jefferson County, Texas hereby reappoints County Judge Jeff R. Branick to serve an additional three (3) year term as a director of the Corporation, beginning January 1, 2017; and

**BE IT FURTHER RESOLVED**, that the Commissioners Court of Jefferson County, Texas hereby reappoints Lisa LaBean, Victor Pierson and Jim Sutherlin to each serve an additional three (3) year term as the at-large directors of the Corporation, beginning January 1, 2017; and

**BE IT FURTHER RESOLVED**, that the Commissioners Court of Jefferson County, Texas hereby grants the authority necessary to the County Judge of Jefferson County, Texas, as a director of the Corporation, to authorize the President of the Corporation to negotiate, execute and deliver the GLO Amendment; and

**BE IT FURTHER RESOLVED**, that the Commissioners Court of Jefferson County, Texas hereby grants the authority necessary to the County Judge of Jefferson County, Texas, as a director of the Corporation, to authorize the President of the Corporation to negotiate, execute and deliver an amendment to the professional services

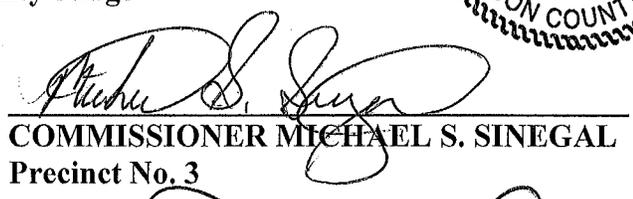
agreement by and between the Corporation and Dannenbaum Engineering in an additional amount of up to Three Million, Two Hundred One Thousand Nine Hundred Ninety Two and no/100 Dollars (\$3,201,992.00) in the aggregate for services to be provided by Dannenbaum Engineering and such subcontractors as may be approved from time to time by the board of directors of the Corporation.

SIGNED this 18<sup>th</sup> day of July, 2016.

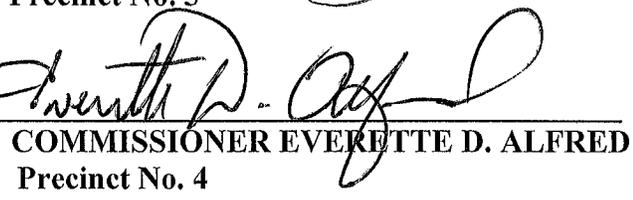
  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



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



# 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 18TH day of JULY, 2016, on motion made by BRENT WEAVER, Commissioner of Precinct No. 2, and seconded by MICHAEL SINEGAL, Commissioner of Precinct No. 3, the following Resolution was adopted:

**AUTHORIZING THE ESTABLISHMENT OF THE JEFFERSON COUNTY VETERANS TREATMENT COURT**

**WHEREAS**, service men and women returning from deployment most recently from Iraq and Afghanistan often come home with “signature wounds” of Traumatic Brain Injury (TBI), Post Traumatic Stress Disorder (PTSD), military sexual assault trauma, or other mental illnesses suffered through their service for our freedoms; and

**WHEREAS**, thousands of service men and women have served our Country and have fought for our freedoms serving in Iraq and Afghanistan through fighting in Operation Enduring Freedom (OEF), Operation Iraqi Freedom (OIF), and Operation New Dawn (OND) and other conflicts worldwide; and

**WHEREAS**, the effects of these conditions are usually long lasting and often life threatening by leading to high rates of suicide; and

**WHEREAS**, numerous studies have demonstrated that the untreated, lingering effects of these injuries can adversely impact Veterans’ lives, resulting frequently in destroyed families, drug and alcohol dependency, unemployment, mental illness, incarceration, and homelessness; and

**WHEREAS**, these results are revealed in communities through an increase in unemployment rates, public healthcare treatment costs, mental illness costs, alcohol and drug treatment costs, family breakups and disrupted lives for both adults and children; and

**WHEREAS**, Section 124.002 of the Texas Government Code provides authority for a County to establish a veteran treatment court program for persons arrested for or charged with criminal offenses; and

**WHEREAS**, Section 124.001 (a) of the Texas Government Code defines “veteran treatment court program” to mean a program that: (1) integrates services in the processing of cases in the judicial system; (2) uses a non-adversarial approach involving prosecutors and defense attorneys to promote safety and to protect the due process rights of program participants; (3) timely identifies and promptly places eligible participants in the program; (4) provides access to a continuum of alcohol, controlled substance, mental health, and other related treatment and rehabilitative services; (5) monitors carefully the treatment and services provided to program participants; (6) provides a coordinated strategy to govern program responses to participants’ compliance; (7) provides ongoing judicial interaction with program participants; (8) monitors and evaluates program goals and effectiveness; (9) continues interdisciplinary education to promote effective program planning, implementation, and operations; and (10) develops partnerships with public agencies and community organizations, including the United States Department of Veteran Affairs; and

**WHEREAS**, Jefferson County Criminal District Attorney Bob Wortham; created a Veterans Court Task Force to study and identify the needs of veterans living in and around Jefferson County; and

**WHEREAS**, Task Force members included members of the Jefferson County District Attorney’s Office, Commissioner Brent Weaver; U.S. Marine Veteran, representatives of MHMR, Jefferson County Community Supervision and Corrections, Jefferson County Veterans Service Officer, Texas Veterans Commission, Military Peer Network, Department of Veteran Affairs, Texas Veterans of Foreign Wars and Veterans Justice Outreach and the Jefferson County Sheriff’s Office; and

**WHEREAS**, this task force studied inmates booked in the Jefferson County Jail for a period of January 27<sup>th</sup>, 2016 through July 13, 2016, and such study identified through the Veterans Re-Entry Search Service Report System data base (VRSS) 159 arrestees as veterans who provided service to their country; and

**WHEREAS**, as a result of the study and needs identified, Jefferson County Criminal District Attorney Bob Wortham, and Jefferson County 58<sup>th</sup> District Court Judge Kent Walston along with the other members of the Task Force, desire to develop and establish for citizens of Jefferson County a Veterans Treatment Court Program in Jefferson County to provide services for qualified honorably discharged veterans arrested or charged with a felony and/or misdemeanor offense in Jefferson County; and

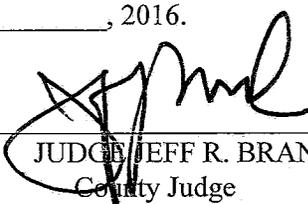
**WHEREAS**, Judge Kent Walston, Jefferson County 58th District Court, a U.S. Navy Veteran will serve as the primary court for Veteran participates and Judge Clint Woods, Jefferson County Court of Law #3 will serve as an alternate court for veteran participates.

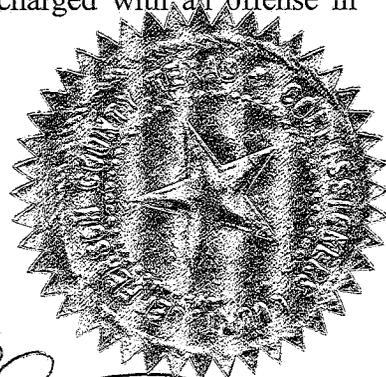
**WHEREAS**, Section 124.002(a)(1) and (2) of the Texas Government Code defines defendants eligible to participate in a veterans treatment court program only if the attorney representing the state consents to the defendants participation in the program and if the court finds that the defendant is a veteran or current member of the United States Armed Forces, including a member of the reserves, national guard, or state guard who (1) suffers from a brain injury, mental illness, or mental disorder, including post-traumatic stress disorder, or was a victim of military sexual trauma that occurred during or resulted from the defendants military service and affected the defendants criminal conduct at issue in the case; or (2) is a defendant whose participation in a veterans treatment court program considering the circumstances of the defendants conduct, personal and social background, and criminal history, is likely to achieve the objectives of ensuring public safety through rehabilitation of the veteran in the manner provided by Section 1.02(1), Texas Penal Code; and

**WHEREAS**, the Jefferson County Commissioners Court finds that the creation of a Veterans Treatment Court is in the best interest of the public and supports the men and women serving our country in the United States Armed Forces; and

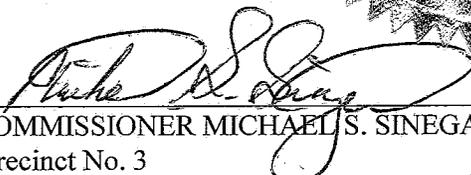
**THEREFORE, BE IT RESOLVED**, that the Commissioners Court of Jefferson County, Texas hereby establishes pursuant to Section 124.002 of the Texas Government Code the Jefferson County Veterans Treatment Court for qualified honorably discharged veterans arrested or charged with an offense in Jefferson County, Texas.

SIGNED this 18TH day of JULY, 2016.

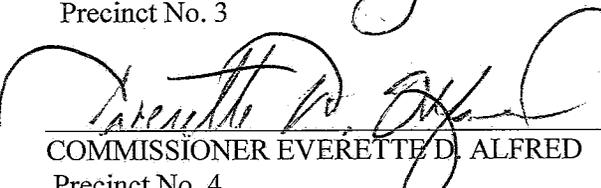
  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



// ABSENT  
\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

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

**AGENDA ITEM****July 18, 2016**

Consider, possibly approve, receive and file a Property Tax Abatement between Jefferson County, Texas and ZeoGas LLC pursuant to Sec. 312.401, Texas Tax Code.



STATE OF TEXAS           §  
  §  
COUNTY OF JEFFERSON   §

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

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and ZeoGas LLC.(hereinafter sometimes referred to as "ZeoGas" OR "OWNER").

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the ZeoGas Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated July 11, 2016 (hereinafter referred to as the "REINVESTMENT ZONE"); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in **Exhibit "A" "Description of Property"** attached hereto and which will involve construction of a new natural gas conversion facility and related improvements (hereinafter referred to as the "PROJECT"); and

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

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the ZeoGas Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as **Exhibit "B" "Reinvestment Zone"**. It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of ZeoGas.

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

## 2. AUTHORIZATION

**This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code Chapter 312, as amended, the Jefferson County Abatement Policy and Guidelines, attached hereto as Exhibit “F”, and by Order of the Jefferson County Commissioners Court establishing the ZeoGas Reinvestment Zone, which adopted the ZeoGas Reinvestment Zone attached as Exhibit B.**

## 3. DEFINITIONS

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

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

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

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

“Base year”, for the parties to this AGREEMENT, is defined as the calendar year in which this AGREEMENT is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses,

which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

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

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

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

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is fifteen percent (15%) of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to these abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2016 which is expected to result from the Exempt Property Excess. It is understood and agreed that ZeoGas will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

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

“Final Investment Decision” (“FID”) means a positive final investment decision in respect of the permanent financing and construction of the Project.

“Full-time Job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours of work per year, is not transferred from another area of the state, is not created to replace a previous employee, is covered by a group health benefit plan, and, including the total value of compensation (*i.e.* salary plus all benefits), pays at least one hundred and ten percent (110%) of the county average weekly wage for manufacturing jobs in Jefferson County. As such weekly wage is set forth in the applicable official U.S. Department of Labor, Bureau of Labor Statistics publication. For purposes of clarification, this definition is intended to include employees in positions such as administrative, security and fire watch, as well as operators.

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

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2019 and shall terminate on December 31, 2028, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2019, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

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

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter of 2022, maintain a level of not less than sixty-five (65) new Full-time Jobs, using headcount as of January 1, 2022 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 65 Full-time Jobs for total on site employment by OWNER during said term. In the event that such employment falls below 65 Full-time Jobs the Abatement shall be reduced, proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$

A2 = revised Abatement \$

E1 = 65 full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of one billion dollars (\$1,000,000,000);
- d. Meet with and make available to the COUNTY information concerning the number and value of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process (“Quarterly Monitoring Meetings”);
- e. Report and certify to the COUNTY the cost of the PROJECT within 120 days after Completion of the PROJECT (or 120 days after the conclusion of a post-Completion OWNER’s cost audit, if undertaken by OWNER, in its sole discretion, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, and fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the Term of this AGREEMENT. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
- (i) “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
  - (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without violating the terms of OWNER’s technology license or other existing contractual obligation, significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over one million dollars (\$1,000,000.00), a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this Agreement to favor local manufacturers, suppliers, contractors, and labor, all other

factors being equal. In the event of an uncured breach of this “buy local” provision, and failure to award a contract to a qualified Local provider that is the lowest qualified responsive bidder who meets all of the applicable bid specifications, OWNER agrees, subject to the provisions of Section 11 below, that the amount of Abatement that would otherwise be received by the OWNER under the terms hereof, will be proportionately reduced in an amount equal to the amount the contract at issue bears to the total construction cost for the PROJECT.

(iii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.

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

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

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

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

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

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

(iv) A business that has been certified as a Designated LBE by the City of Port Arthur is presumed to be a HUB/DBE for purposes of this AGREEMENT.

(v) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this AGREEMENT. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as **Exhibit "D" "List of HUB/DBE Companies"**. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

Notwithstanding anything contained in the AGREEMENT to the contrary, the OWNER shall in no event be obligated under any provision of this AGREEMENT (i) to amend or otherwise change, or attempt to amend or otherwise change, any AGREEMENT to which the OWNER is a party as of the date hereof, or (ii) to hire or retain any person, or to award any contract for materials, supplies, equipment or services to any vendor, supplier,

professional, contractor or subcontractor, unless, in the OWNER's sole discretion, (A) such person is qualified, is willing to perform the work, and satisfies all of the OWNER's normal standards for employment, and (B) such vendor, supplier, professional, contractor or subcontractor is qualified, financially sound, has an adequate safety record, is willing to perform the work, or provide the materials or services, in the time required and in a competitive manner, and is the lowest qualified responsive bidder who meets all the applicable bid specifications.

## **6. VALUE OF ABATEMENT**

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

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

## **7. QUARTERLY MONITORING MEETINGS**

With respect to the Quarterly Monitoring Meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s), as identified to OWNER in writing at least five (5) business days prior to any Quarterly Monitoring Meeting, shall be provided Notice of the time and place, and allowed to attend such Quarterly Monitoring Meetings, on the express condition that all who attend execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such Quarterly Monitoring Meetings.

## **8. TAXABILITY**

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

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

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

The Jefferson County Appraisal District will establish the certified value of Eligible Property as of January 1, 2016 (year this AGREEMENT is executed) as set forth on the

attached **Exhibit “E” “Base Year Property”** and such value shall be the value used to calculate the Base Year Value as herein defined. If on January 1 of any tax year listed on the “Tax Abatement Schedule” the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each one dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER’s Abatement shall be made should any reduction to Taxable Value of OWNER’s Eligible Property result from a Force Majeure event.

In the event the OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available hereunder shall be reduced by one dollar for each one dollar of tax value reduction received by Owner and attributable to special treatment from trade zone participation.

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

- a. the certified appraised value will be recalculated for any adjustments due to the contract floor; and,
- b. the Abatement percentage will be applied to the recalculated appraised value so that the value of the Abatement realized by the OWNER does not exceed one hundred percent (100%) of the recalculated certified appraised value of the Eligible Property.

## **10. POLLUTION CONTROL EXEMPTION**

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

## **11. EVENT OF DEFAULT**

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the

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

## **12. ASSIGNMENT**

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the PROJECT, or a portion thereof, upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee (s) is/are delinquent in the payment of any ad valorem, or other taxes or obligations.

## **13. ENTIRE AGREEMENT**

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

## **14. SUCCESSORS AND ASSIGNS**

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

## 15. OPTION TO CANCEL AGREEMENT

Notwithstanding anything in this AGREEMENT to the contrary, in the event the OWNER determines at any time prior to the Abatement Period, that FID will not be reached, the OWNER may terminate this Agreement by providing written notice of termination of COMMISSIONER'S COURT, in which case this AGREEMENT shall become null and void as of the date of the date of the Notice provided by OWNER.

## 16. NOTICE

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

OWNER: ZeoGas LLC  
11200 Westheimer  
Suite 1025  
Houston, TX 77042

With a copy to: Ms. Jeri P. Wechsler, General Counsel  
11200 Westheimer  
Suite 1025  
Houston, TX 77042  
(713) 751-9138

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

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

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

## **17. MERGER**

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

## **18. INTERPRETATION**

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

## **19. APPLICABLE LAW AND VENUE**

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

## **20. SEVERABILITY**

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

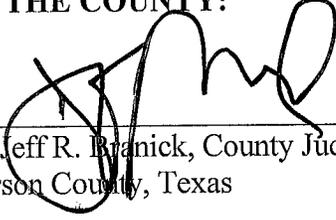
## **21. NO THIRD PARTY BENEFICIARIES**

The provisions hereinabove concerning OWNER's "buy local" obligations, and use of local labor, subcontractors, vendors, HUB/DBEs and Designated LBEs, among others, are not intended to, and do not, confer a benefit on any certain person or entity, and the COUNTY and OWNER specifically intend that no term of this AGREEMENT shall be enforceable by any person who is not a direct, signing party to this AGREEMENT.

Executed in duplicate this the \_\_\_ day of \_\_\_\_\_, 2016.

**[SIGNATURES ON FOLLOWING PAGE]**

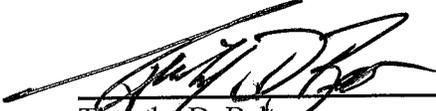
**FOR THE COUNTY:**



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

**ZEOGAS LLC**



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Timothy D. Belton  
Chief Executive Officer, President

**EXHIBIT "A"**  
**"Description of Project"**

ZeoGas LLC ("ZeoGas") intends to build and operate a large-scale natural gas conversion plant to convert clean natural gas into 5000 metric tons per day of Grade AA Methanol for sale or further processing to produce 16,500 barrels per day of zero sulfur gasoline which contains approximately 70% less Benzene than gasoline refined from crude oil. ZeoGas has licensed the methanol production technology from Air Liquide and the methanol to gasoline conversion technology from ExxonMobil.

**EXHIBIT "C"**  
**"Tax Abatement Schedule"**

| <b>Tax Year</b> | <b>Abatement Percentage</b> |
|-----------------|-----------------------------|
| 1. 2019         | 100%                        |
| 2. 2020         | 100%                        |
| 3. 2021         | 100%                        |
| 4. 2022         | 100%                        |
| 5. 2023         | 100%                        |
| 6. 2024         | 100%                        |
| 7. 2025         | 100%                        |
| 8. 2026         | 100%                        |
| 9. 2027         | 100%                        |
| 10. 2028        | 100%                        |

**EXHIBIT "E"**  
**"Base Year Property"**

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

**EXHIBIT "B"**  
**"Reinvestment Zone"**

**EXHIBIT "D"**  
**"List of HUB/ DBE Companies"**

**Exhibit "F"**  
**"Jefferson County Abatement Policy"**

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

**EXHIBIT "G"**  
**AFFILIATES OF OWNER**

ZeoGas Holdings LLC

PAMCO LLC

**SHERIFF SALE (delinquent tax sale)**  
**SEPTEMBER 6, 2016**

**The location for the September 6, 2016 Sheriff Sale will be held in the Commissioners' Courtroom on the 4<sup>th</sup> floor of the Jefferson County Courthouse, 1149 Pearl St, Beaumont, TX.**

1. CAUSE: A-130370  
ACCOUNT: 300020-026100  
STYLE: JEFFERSON COUNTY, ET AL VS CHRISTOBELLE HARRISON  
ORIGINAL SHERIFF SALE DATE: 10/02/12  
DESCRIPTION: PL RS5 TR 149 ABST. 20 D. EASLEY  
APPROXIMATE LOCATION: 11705 LOOP RD, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 4,150.00  
MINIMUM STARTING BID: \$ 4,150.00
  
2. CAUSE: A-156289  
ACCOUNT: 024250-003000  
STYLE: COUNTY OF JEFFERSON VS COLLEEN GALLIER HATCHER  
ORIGINAL SHERIFF SALE DATE: 10/06/15  
DESCRIPTION: N 29.3' LOT 23 & ALL LOT 24 BLK 2 GRANDBERRY  
APPROXIMATE LOCATION: 4259 GRANDBERRY, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 4,230.00  
MINIMUM STARTING BID: \$ 50.00
  
3. CAUSE: A-163028  
ACCOUNT: 016650-004500  
STYLE: COUNTY OF JEFFERSON VS ALFRED L. HAYNES  
ORIGINAL SHERIFF SALE DATE: 04/07/15  
DESCRIPTION: LOT 3 BLK 13 DIXIE GARDENS 2<sup>ND</sup>  
APPROXIMATE LOCATION: 3055 NORA, BMT  
ADDITIONAL TAXES DUE: \$ 18.18 (2015)  
CURRENT YEAR VALUE: \$ 1,750.00  
MINIMUM STARTING BID: \$ 50.00
  
4. CAUSE: A-163285  
ACCOUNT: 026400-006900  
STYLE: COUNTY OF JEFFERSON VS GULF WESTERN FOUNDATION,  
ET AL  
ORIGINAL SHERIFF SALE DATE: 10/02/12  
DESCRIPTION: LOT 7 BLK 4 HANNAH EST  
APPROXIMATE LOCATION: MAPLE ST, PT ARTHUR  
ADDITIONAL TAXES DUE: \$ 85.25 (2012)  
CURRENT YEAR VALUE: \$ 2,170.00  
MINIMUM STARTING BID: \$ 50.00

5. CAUSE: A-181097  
ACCOUNT: 284170-001000  
STYLE: COUNTY OF JEFFERSON VS LEON GIBBS, ET AL  
ORIGINAL SHERIFF SALE DATE: 10/02/12  
DESCRIPTION: PLAT Q TR 10 D BROWN .50 AC  
APPROXIMATE LOCATION: 1638 SABINE PASS, BMT  
ADDITIONAL TAXES DUE: \$ 218.17 (2012)  
CURRENT YEAR VALUE: \$ 5,910.00  
MINIMUM STARTING BID: \$ 50.00
6. CAUSE: A-186066  
ACCOUNT: 053400-208900  
STYLE: JEFFERSON COUNTY VS WALTER L. NEWBY, ET AL  
ORIGINAL SHERIFF SALE DATE: 05/01/12  
DESCRIPTION: N 30' OF S60' OF LOT 1 & E 25' OF N 30' OF S60' OF LOT 2  
BLK 188 CITY OF PORT ARTHUR  
APPROXIMATE LOCATION: 533 LIBERTY PT ARTHUR  
ADDITIONAL TAXES DUE: \$ 24.15 (2012)  
CURRENT YEAR VALUE: \$ 460.00  
MINIMUM STARTING BID: \$ 50.00
7. CAUSE: A-186075  
ACCOUNT: 046650-060600  
STYLE: JEFFERSON COUNTY VS DORIS WEST  
ORIGINAL SHERIFF SALE DATE: 12/02/14  
DESCRIPTION: LOT 3 BLK 69 NORTH  
APPROXIMATE LOCATION: 2734 GRAND, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 2,500.00  
MINIMUM STARTING BID: \$ 50.00
8. CAUSE: A-189494  
ACCOUNT: 032750-001000  
STYLE: JEFFERSON COUNTY VS LOUIS HOWARD, ET AL  
ORIGINAL SHERIFF SALE DATE: 10/02/12  
DESCRIPTION: LOT 4 BLK 2 JOHNSTONE  
APPROXIMATE LOCATION: 3320 HALL, BMT  
ADDITIONAL TAXES DUE: \$ 75.67 (2012)  
CURRENT YEAR VALUE: \$ 2,050.00  
MINIMUM STARTING BID: \$ 50.00
- 9.. CAUSE: A-191092  
ACCOUNT: 015250-017600  
STYLE: JEFFERSON COUNTY VS MICHAEL SMITH  
ORIGINAL SHERIFF SALE DATE: 12/03/13  
DESCRIPTION: LOT 211 BLK 18 CRARY  
APPROXIMATE LOCATION: 1109 AVENUE C, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 2,500.00  
MINIMUM STARTING BID: \$ 50.00

10. CAUSE: A-195278  
ACCOUNT: 300102-133000  
STYLE: JEFFERSON COUNTY VS DENNIS LANDRY JR  
ORIGINAL SHERIFF SALE DATE: 10/06/15  
DESCRIPTION: TR 111 ABST 102 WILLIAM CARR .13ac  
APPROXIMATE LOCATION: 12109 LOUIS DR, HF  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 2,830.00  
MINIMUM STARTING BID: \$ 50.00
11. CAUSE: A-195421  
ACCOUNT: 035000-071300  
STYLE: JEFFERSON COUNTY VS JOHNNY TRUNG TRAN  
ORIGINAL SHERIFF SALE DATE: 12/02/14  
DESCRIPTION: LOT 19 BLK 29 LAKEVIEW  
APPROXIMATE LOCATION: 5237 8<sup>TH</sup>, PT ARTHUR  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 20,570.00  
MINIMUM STARTING BID: \$ 500.00
12. CAUSE: B-130954  
ACCOUNT: 013500-005500  
STYLE: COUNTY OF JEFFERSON, ET AL VS MICHAEL MACE, ET AL  
ORIGINAL SHERIFF SALE DATE: 04/07/09  
DESCRIPTION: LOT 12 BLK 3 COLLEGE PLACE  
APPROXIMATE LOCATION: 4715 MADDOX, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 5,350.00  
MINIMUM STARTING BID: \$ 5,350.00
13. CAUSE: B-171352  
ACCOUNT: 044650-033800  
STYLE: COUNTY OF JEFFERSON VS BARBARA GENE VAIDEN  
ORIGINAL SHERIFF SALE DATE: 12/02/14  
DESCRIPTION: LOT 11 BLK 537 MODEL  
APPROXIMATE LOCATION: 3507 6<sup>TH</sup> , PT ARTHUR  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 980.00  
MINIMUM STARTING BID: \$ 50.00
14. CAUSE: B-186282  
ACCOUNT: 057250-004600  
STYLE: JEFFERSON COUNTY VS BETTY CAMPBELL  
ORIGINAL SHERIFF SALE DATE: 03/05/13  
DESCRIPTION: LOT 8 & LOT 9 BLK 8 ROSEMONT  
APPROXIMATE LOCATION: 3305 42<sup>ND</sup> ST, PT ARTHUR  
ADDITIONAL TAXES DUE: \$ 1,094.40 (2013)  
CURRENT YEAR VALUE: \$ 5,470.00  
MINIMUM STARTING BID: \$ 50.00

15. CAUSE: B-193516  
ACCOUNT: 013500-002300  
STYLE: JEFFERSON COUNTY VS PAMELA D. HARDY  
ORIGINAL SHERIFF SALE DATE: 12/03/13  
DESCRIPTION: LOT 1 BLK 2 W 55.6' COLLEGE PLACE  
APPROXIMATE LOCATION: 308 ALABAMA, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$39,620.00  
MINIMUM STARTING BID: \$ 500.00
16. CAUSE: B-193525  
ACCOUNT: 048250-006900  
STYLE: JEFFERSON COUNTY VS VERLESS T STEWART, ET AL  
ORIGINAL SHERIFF SALE DATE: 02/02/16  
DESCRIPTION: W ½ LOT 7 & LOT 8 BLK 4 OAKLAWN  
APPROXIMATE LOCATION: 1425 AVENUE E, NEDERLAND  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$104,760.00  
MINIMUM STARTING BID: \$ 500.00
17. CAUSE: B-193801  
ACCOUNT: 012250-041000  
STYLE: JEFFERSON COUNTY VS ALBERT K. HAYNES  
ORIGINAL SHERIFF SALE DATE: 12/02/14  
DESCRIPTION: LOT 6 & LOT 7 BLK 39 WW CHAISON  
APPROXIMATE LOCATION: 4190 INEZ, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 37,450.00  
MINIMUM STARTING BID: \$ 500.00
18. CAUSE: B-195331  
ACCOUNT: 235222-006500  
STYLE: JEFFERSON COUNTY VS TOMMIE C. OKERVALL ET AL  
ORIGINAL SHERIFF SALE DATE: 02/02/16  
DESCRIPTION: PLAT B-22 B 15 L2 .406 ac J A VEATCH  
APPROXIMATE LOCATION: 1750 CARDINAL DR E, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 18,250.00  
MINIMUM STARTING BID: \$ 500.00
19. CAUSE: B-195523  
ACCOUNT: 283160-003800  
STYLE: JEFFERSON COUNTY VS MARION FONTENOT, ET AL  
ORIGINAL SHERIFF SALE DATE: 04/07/15  
DESCRIPTION: PLAT P TR 58 D BROWN  
APPROXIMATE LOCATION: 2011 PARK, BMT  
ADDITIONAL TAXES DUE: \$ 305.65 (2015)  
CURRENT YEAR VALUE: \$ 7,720.00  
MINIMUM STARTING BID: \$ 50.00

20. CAUSE: B-196303  
ACCOUNT: 016050-019200  
STYLE: JEFFERSON COUNTY VS UNLIMITED OFFICE SOLUTIONS  
ORIGINAL SHERIFF SALE DATE: 02/02/16  
DESCRIPTION: LOT 7 BLK 9 DELMAR  
APPROXIMATE LOCATION: 245 DIXIE DR, PT ARTHUR  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$44,670.00  
MINIMUM STARTING BID: \$ 500.00
21. CAUSE: B-196304  
ACCOUNT: 213115-000200  
STYLE: JEFFERSON COUNTY VS UNLIMITED OFFICE SOLUTIONS  
ORIGINAL SHERIFF SALE DATE: 02/02/16  
DESCRIPTION: PLAT A-15 TR 1-A .634 ac NOAH TEVIS ABST 52  
APPROXIMATE LOCATION: 1660 CEDAR ST, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$17,340.00  
MINIMUM STARTING BID: \$ 50.00
22. CAUSE: B-196360  
ACCOUNT: 053300-064300  
STYLE: JEFFERSON COUNTY VS ROY TRAHAN, ET AL  
ORIGINAL SHERIFF SALE DATE: 02/02/16  
DESCRIPTION: LOT 9 BLK 9 LESS SE 106X150' PORT ACRES  
APPROXIMATE LOCATION: 2679 62<sup>ND</sup> ST, PT ARTHUR  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 25,180.00  
MINIMUM STARTING BID: \$ 50.00
23. CAUSE: D-137874  
ACCOUNT: 046760-000700  
STYLE: COUNTY OF JEFFERSON, ET AL VS ELL McKINNLEY LEE, JR  
ORIGINAL SHERIFF SALE DATE: 10/02/12  
DESCRIPTION: NE 42X98' LOT 6 BLK 1 NORTH 1<sup>ST</sup>  
APPROXIMATE LOCATION: 170 FLETCHER, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 730.00  
MINIMUM STARTING BID: \$ 730.00
24. CAUSE: D-138154  
ACCOUNT: 047250-000100  
STYLE: COUNTY OF JEFFERSON ET AL VS THERESA COLLINS  
ORIGINAL SHERIFF SALE DATE: 10/02/01  
DESCRIPTION: LOT 1-5 & S ½ 6 BLK 1 NORTH PARK  
APPROXIMATE LOCATION: 3526 MAGNOLIA, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 21,370.00  
MINIMUM STARTING BID: \$ 21,370.00

25. CAUSE: D-139964  
ACCOUNT: 051800-003400  
STYLE: COUNTY OF JEFFERSON ET AL VS EMMA L NELSON  
ORIGINAL SHERIFF SALE DATE: 10/05/99  
DESCRIPTION: LOT 1 & 2 BLK -D PENNOCK & POTTS  
APPROXIMATE LOCATION: 2295 SOUTHERLAND, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 2,650.00  
MINIMUM STARTING BID: \$ 2,650.00
26. CAUSE: D-145335  
ACCOUNT: 037000-009600  
STYLE: COUNTY OF JEFFERSON VS LAURIE KAYE SANDERMAN, ET AL  
ORIGINAL SHERIFF SALE DATE: 10/02/12  
DESCRIPTION: LOT 7 BLK 10 LEWIS  
APPROXIMATE LOCATION: 4001 LEWIS DR.  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 4,510.00  
MINIMUM STARTING BID: \$ 4,510.00
27. CAUSE: D-169205  
ACCOUNT: 048500-021700  
STYLE: COUNTY OF JEFFERSON VS LEO LANE  
ORIGINAL SHERIFF SALE DATE: 10/02/12  
DESCRIPTION: LOT 8 BLK 22 OAKWOOD  
APPROXIMATE LOCATION: 1430 FULTON, BMT  
ADDITIONAL TAXES DUE: \$ 54.28 (2012)  
CURRENT YEAR VALUE: \$ 1,470.00  
MINIMUM STARTING BID: \$ 50.00
28. CAUSE: D-169233  
ACCOUNT: 053450-018400  
STYLE: COUNTY OF JEFFERSON VS JAMES L. GIRON, ET AL  
ORIGINAL SHERIFF SALE DATE: 12/03/13  
DESCRIPTION: LOT 10 & 11 BLK T PORT ARTHUR HEIGHTS  
APPROXIMATE LOCATION: 711 W. 13<sup>TH</sup>, PT ARTHUR  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 3,920.00  
MINIMUM STARTING BID: \$ 50.00
29. CAUSE: D-180608  
ACCOUNT: 013650-003100  
STYLE: JEFFERSON COUNTY VS PATRICIA ANN JONES AKA PATRICIA A. "TISH" THREADGILL  
ORIGINAL SHERIFF SALE DATE: 05/01/12  
DESCRIPTION: LOT 38 COLLEGE TERRACE  
APPROXIMATE LOCATION: 705 HIGHLAND DR, BMT  
ADDITIONAL TAXES DUE: \$ 35.10 (2012)  
CURRENT YEAR VALUE: \$ 2,160.00  
MINIMUM STARTING BID: \$ 50.00

30. CAUSE: D-183801  
ACCOUNT: 252411-004300  
STYLE: JEFFERSON COUNTY VS AARON DOUGLAS HENDRIX AKA  
AARON DOUGLAS  
ORIGINAL SHERIFF SALE DATE: 06/01/10  
DESCRIPTION: PLAT D-11 TR 45 A. WILLIAMS  
APPROXIMATE LOCATION: BMT  
ADDITIONAL TAXES DUE: \$ 51.65 (2010)  
CURRENT YEAR VALUE: \$ 2,030.00  
MINIMUM STARTING BID: \$ 50.00
31. CAUSE: D-186182  
ACCOUNT: 008400-001500  
STYLE: JEFFERSON COUNTY VS JOSEPH CLARK TURNER, ET AL  
ORIGINAL SHERIFF SALE DATE: 12/06/11  
DESCRIPTION: LOT A BLK 1 LESS 27.61' BULLOCK  
APPROXIMATE LOCATION: 2815 CONCORD RD, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 5,410.00  
MINIMUM STARTING BID: \$ 50.00
32. CAUSE: D-186247  
ACCOUNT: 053400-070100  
STYLE: JEFFERSON COUNTY VS CLARA CHARLES  
ORIGINAL SHERIFF SALE DATE: 03/05/13  
DESCRIPTION: LOT 8 BLK 60 CITY OF PORT ARTHUR  
APPROXIMATE LOCATION: 811 STILLWELL BLVD, PT ARTHUR  
ADDITIONAL TAXES DUE: \$ 559.80 (2013)  
CURRENT YEAR VALUE: \$ 11,290.00  
MINIMUM STARTING BID: \$ 50.00
33. CAUSE: D-186360  
ACCOUNT: 068000-024400  
STYLE: JEFFERSON COUNTY VS WALTER WALKER, ET AL  
ORIGINAL SHERIFF SALE DATE: 05/03/11  
DESCRIPTION: LOT 10 BLK 12 WEST OAKLAND  
APPROXIMATE LOCATION: 3395 ST JAMES BLVD, BMT  
ADDITIONAL TAXES DUE: \$ 26.72 (2011)  
CURRENT YEAR VALUE: \$ 1,470.00  
MINIMUM STARTING BID: \$ 50.00
34. CAUSE: D-189425  
ACCOUNT: 053400-209700  
STYLE: JEFFERSON COUNTY VS CHARLETHA ANDERSON  
ORIGINAL SHERIFF SALE DATE: 12/03/13  
DESCRIPTION: FRONT 85.65' OF LOT 6 BLK 188 CITY OF PORT ARTHUR  
APPROXIMATE LOCATION: 2202 6<sup>TH</sup> ST, PT ARTHUR  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 8,650.00  
MINIMUM STARTING BID: \$ 50.00

35. CAUSE: D-192262  
ACCOUNT: 068000-021500  
STYLE: JEFFERSON COUNTY VS CLARENCE RAINEY  
ORIGINAL SHERIFF SALE DATE: 12/03/13  
DESCRIPTION: LOT 20 BLK 10 WEST OAKLAND  
APPROXIMATE LOCATION: 3210 ST JAMES BLVD, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 1,470.00  
MINIMUM STARTING BID: \$ 50.00
36. CAUSE: D-194064  
ACCOUNT: 046650-045700  
STYLE: JEFFERSON COUNTY VS GERALD E. SIMPSON, ET  
ORIGINAL SHERIFF SALE DATE: 06/03/14  
DESCRIPTION: E4 OF N 40' OF LOT 5 E 4 OF LOT 6 ALL LOT 7 N 40 OF LOT 8  
AND ADJ ALLEY BLK 53 NORTH  
APPROXIMATE LOCATION: 2375 LINSON, BMT  
ADDITIONAL TAXES DUE: \$ 51.58 (2014)  
CURRENT YEAR VALUE: \$ 2,810.00  
MINIMUM STARTING BID: \$ 50.00
37. CAUSE: D-194071  
ACCOUNT: 053400-290300  
STYLE: JEFFERSON COUNTY VS MAURINE E. JOHNSON, ET AL  
ORIGINAL SHERIFF SALE DATE: 06/03/14  
DESCRIPTION: LOT 5 BLK 255 CITY OF PORT ARTHUR  
APPROXIMATE LOCATION: 1810 11<sup>TH</sup> ST, PT ARTHUR  
ADDITIONAL TAXES DUE: \$ 32.88 (2014)  
CURRENT YEAR VALUE: \$ 1,650.00  
MINIMUM STARTING BID: \$ 50.00
38. CAUSE: D-194090  
ACCOUNT: 023000-081600  
STYLE: JEFFERSON COUNTY VS PRISCILIANO HERNANDEZ, ET AL  
ORIGINAL SHERIFF SALE DATE: 06/03/14  
DESCRIPTION: LOT 6 BLK 230 GLENWOOD  
APPROXIMATE LOCATION: 3735 BUFFALO CIR, BMT  
ADDITIONAL TAXES DUE: \$ 605.68 (2014)  
CURRENT YEAR VALUE: \$ 33,020.00  
MINIMUM STARTING BID: \$ 500.00
39. CAUSE: D-195306  
ACCOUNT: 044650-100-002100-00000  
STYLE: JEFFERSON COUNTY VS ALICE HOWARD  
ORIGINAL SHERIFF SALE DATE: 04/07/15  
DESCRIPTION: LOT 14 BLK 531 MODEL 2  
APPROXIMATE LOCATION: 2927 6<sup>TH</sup> ST, PT ARTHUR  
ADDITIONAL TAXES DUE: \$ 356.90 (2015)  
CURRENT YEAR VALUE: \$ 32,230.00  
MINIMUM STARTING BID: \$ 500.00

40. CAUSE: D-195418  
ACCOUNT: 025300-055800  
STYLE: JEFFERSON COUNTY VS KIM RYMAN CHIASSON  
ORIGINAL SHERIFF SALE DATE: 04/07/15  
DESCRIPTION: LOT 7 BLK 49 GRIFFING RES. PARK  
APPROXIMATE LOCATION: 4101 ASHLAND DR, PT ARTHUR  
ADDITIONAL TAXES DUE: \$ 515.22 (2015)  
CURRENT YEAR VALUE: \$ 46,530.00  
MINIMUM STARTING BID: \$ 500.00
41. CAUSE: D-196345  
ACCOUNT: 050050-100-027100-00000  
STYLE: JEFFERSON COUNTY VS PATSY CHARLEEN TURNER  
MASON, ET AL  
ORIGINAL SHERIFF SALE DATE: 10/06/15  
DESCRIPTION: LOT 19 BLK 11 PARK PLACE 2  
APPROXIMATE LOCATION: 3019 TYLER AVE, PT ARTHUR  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 3,480.00  
MINIMUM STARTING BID: \$ 50.00
42. CAUSE: E-131613  
ACCOUNT: 046350-000800  
STYLE: COUNTY OF JEFFERSON ET AL VS NORYOUR AKINS  
ORIGINAL SHERIFF SALE DATE: 01/06/98  
DESCRIPTION: LOT 8 E 25' LOT 7 BLK 1 NOB HILL  
APPROXIMATE LOCATION: 625 E. GILL, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 1,860.00  
MINIMUM STARTING BID: \$ 1,860.00
43. CAUSE: E-131925  
ACCOUNT: 001000-002700  
STYLE: COUNTY OF JEFFERSON, ET AL VS HENRY BROOKS, ET AL  
ORIGINAL SHERIFF SALE DATE: 11/06/05  
DESCRIPTION: LOT 13 & 14 BLK 2 ALVIN  
APPROXIMATE LOCATION: 3145 CHRISTOPHER, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 2,440.00  
MINIMUM STARTING BID: \$ 2,440.00
44. CAUSE: E-133118  
ACCOUNT: 023000-003400  
STYLE: BEAUMONT INDEPENDENT SCHOOL DISTRICT VS NADINE  
BARBER  
ORIGINAL SHERIFF SALE DATE: 10/05/04  
DESCRIPTION: LOT 8 BLK 94 GLENWOOD  
APPROXIMATE LOCATION: 4320 IRONTON, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 3,000.00  
MINIMUM STARTING BID: \$ 3,000.00

45. CAUSE: E-133419  
ACCOUNT: 036700-000600  
STYLE: JEFFERSON COUNTY, ET AL VS CARRIE SELLS AKA CARRIE  
JEAN HUNTER, ET AL  
ORIGINAL SHERIFF SALE DATE: 03/01/05  
DESCRIPTION: LOT 8 BLK 1 LEIGHT  
APPROXIMATE LOCATION: 4220 BESSEMER, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 1,440.00  
MINIMUM STARTING BID: \$ 1,440.00
46. CAUSE: E-144762  
ACCOUNT: 068000-030300  
STYLE: COUNTY OF JEFFERSON VS DAISY BELL WILLIAMS  
ORIGINAL SHERIFF SALE DATE: 06/01/10  
DESCRIPTION: LOT 6 BLK 15 WEST OAKLAND  
APPROXIMATE LOCATION: 3633 ST JAMES BLVD, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 1,470.00  
MINIMUM STARTING BID: \$ 1,470.00
47. CAUSE: E-155901  
ACCOUNT: 041200-000900  
STYLE: COUNTY OF JEFFERSON VS JOHN D. ROGERS, ET AL  
ORIGINAL SHERIFF SALE DATE: 02/02/16  
DESCRIPTION: LOT 9 BLK 1 MARCUS 2<sup>ND</sup>  
APPROXIMATE LOCATION: 1180 DELAWARE ST, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 1,750.00  
MINIMUM STARTING BID: \$ 50.00
48. CAUSE: E-158837  
ACCOUNT: 033100-001800  
STYLE: COUNTY OF JEFFERSON VS OSCAR F. BARTON, ET AL  
ORIGINAL SHERIFF SALE DATE: 02/02/16  
DESCRIPTION: LOT 1 & 5 BLK 4 JUNIOR COLLEGE  
APPROXIMATE LOCATION: 4540 BRANDON, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 2,460.00  
MINIMUM STARTING BID: \$ 50.00

49. CAUSE: E-174216  
ACCOUNT: 019150-000400  
STYLE: COUNTY OF JEFFERSON VS ERNEST F. BROWN, JR.  
ORIGINAL SHERIFF SALE DATE: 06/03/14  
DESCRIPTION: LOT 4 BLK 1 ELEVENTH ST. PLACE  
APPROXIMATE LOCATION: 3545 CORLEY, BMT  
ADDITIONAL TAXES DUE: \$ 58.12 (2014)  
CURRENT YEAR VALUE: \$ 3,170.00  
MINIMUM STARTING BID: \$ 50.00
50. CAUSE: E-180194  
ACCOUNT: 011350-009100  
STYLE: JEFFERSON COUNTY VS MILDRED HAMILTON DEC  
ORIGINAL SHERIFF SALE DATE: 03/05/13  
DESCRIPTION: W65X100' LOT 9 & LOT 10 BLK 11 CARTWRIGHT TERRACE  
APPROXIMATE LOCATION: 2730 FRANKLIN, BMT  
ADDITIONAL TAXES DUE: \$ 106.41 (2013)  
CURRENT YEAR VALUE: \$ 2,290.00  
MINIMUM STARTING BID: \$ 50.00
- 51A CAUSE: E-184750  
ACCOUNT: 053400-029300  
STYLE: JEFFERSON COUNTY VS JESSE MAE WALKER AKA JESSIE  
MAE WALKER, ET AL  
ORIGINAL SHERIFF SALE DATE: 12/02/14  
DESCRIPTION: LOT 8 BLK 27 CITY OF PT ARTHUR  
APPROXIMATE LOCATION: 1211 11<sup>TH</sup> ST, PT ARTHUR  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 980.00  
MINIMUM STARTING BID: \$ 50.00
- 51B CAUSE: E-184750  
ACCOUNT: 053400-029400  
STYLE: JEFFERSON COUNTY VS JESSE MAE WALKER AKA JESSIE  
MAE WALKER ET AL  
ORIGINAL SHERIFF SALE DATE: 12/02/14  
DESCRIPTION: LOT 9 BLK 27 CITY OF PT ARTHUR  
APPROXIMATE LOCATION: 1219 11<sup>TH</sup> ST, PT ARTHUR  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 17,860.00  
MINIMUM STARTING BID: \$ 500.00

52. CAUSE: E-187620  
ACCOUNT: 010200-005100  
STYLE: JEFFERSON COUNTY VS KACEY EDWARDS  
ORIGINAL SHERIFF SALE DATE: 05/01/12  
DESCRIPTION: LOT 12 BLK 5 CARDINAL MEADOWS  
APPROXIMATE LOCATION: 1481 SMOKEY LN  
ADDITIONAL TAXES DUE: \$ 27.77 (2012)  
CURRENT YEAR VALUE: \$ 2,300.00  
MINIMUM STARTING BID: \$ 50.00
53. CAUSE: E-192846  
ACCOUNT: 018750-000100  
STYLE: JEFFERSON COUNTY VS DYNASTY HOLDINGS LLC  
ORIGINAL SHERIFF SALE DATE: 12/04/14  
DESCRIPTION: ALL LOT 1 W 27.78' LOT 2 BLK 1 EASTWOOD  
APPROXIMATE LOCATION: 1725 TRINIDAD, BMT  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 53,280.00  
MINIMUM STARTING BID: \$ 500.00
54. CAUSE: E-195250  
ACCOUNT: 039200-037300  
STYLE: JEFFERSON COUNTY VS BONITA MANUEL  
ORIGINAL SHERIFF SALE DATE: 02/02/16  
DESCRIPTION: LOT 15 & 16 BLK 27 MAGNOLIA  
APPROXIMATE LOCATION: 2010 7<sup>TH</sup> ST, PT NECHES  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: \$ 87,710.00  
MINIMUM STARTING BID: \$ 500.00
55. CAUSE: E-198010  
ACCOUNT: (1)011750-000-024800-00000; (2) 011750-000-024800-00100  
STYLE: JEFFERSON COUNTY VS PHILLIP C. COLLINS, ET AL  
ORIGINAL SHERIFF SALE DATE: 02/02/16  
DESCRIPTION: LOT 22 & 23 TR 2 BLK 8 CENTRAL  
APPROXIMATE LOCATION: 101 7<sup>TH</sup> AVE, NEDERLAND  
ADDITIONAL TAXES DUE: -0-  
CURRENT YEAR VALUE: (1) \$1,500.00 (2) \$7,800.00  
MINIMUM STARTING BID: \$ 50.00

# JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Application Date: 7-5-16 Permit #: 02 -OW- 16 Precinct#: 2 & 3  
 Business Name: Duphil, Inc. Business Phone: 409-779-7538  
 Business Address: P.O. Box 458, Orange, TX 77631-0458  
 Local Representative: Guy Layrock Local Phone: 409-883-8550  
 State Permit No. (if applicable): See attached road use agreement.  
 Bond Amount: \$ 600,000<sup>00</sup> Bond #: K09375804  
 Description of Work/Type/Location: construction of pipeline,  
Heavy haul trucks hauling timber mats, trackhoes, directional  
drilling rig, and other heavy equipment.  
 Description of Route: See Attache maps, using  
Craigien Rd, Wilber Rd, East Hampshire Rd and Leagee Road.

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 5th day of July 20 16.

Duphil, Inc  
 Name of Company (Permittee)

JEFFERSON COUNTY

By: Jennie Scalfaro  
 Title: President

By: Donald M. Kuo  
 Director of Engineering

Jennie Scalfaro  
 Applicant's Signature

By: Mike Jordan  
 Precinct Supervisor

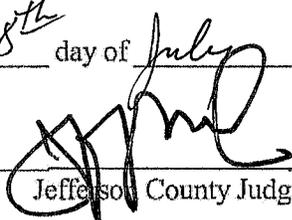
Jennie Scalfaro  
 Applicant's Printed Name



4. Company shall provide a surety bond in the sum of [\$ 600,000 <sup>ea</sup> Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 213 of Jefferson County, Texas before transporting any equipment on County [road name: \_\_\_\_\_] and County [2nd road name: \_\_\_\_\_] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

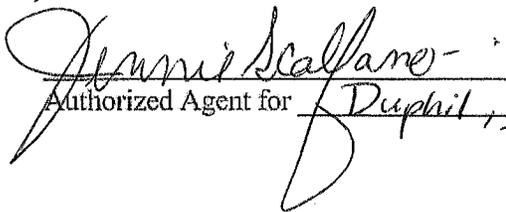
Agreed and executed this 18<sup>th</sup> day of July, 2016

  
 \_\_\_\_\_  
 Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 18<sup>th</sup> day of July 2016

Attest:

  
 \_\_\_\_\_  
 Jefferson County Clerk

  
 \_\_\_\_\_  
 Authorized Agent for J. Duphil, Inc.  
 President



THE STATE OF TEXAS,  
  
COUNTY OF JEFFERSON

§  
§  
§

I, Carol Flanigan a notary public, do hereby certify that on this 5<sup>th</sup> day of July, 2016, personally appeared before me Jennie Scalfano, being by me first duly sworn, declared that she is the President of Duphil, Inc. and that she has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 5<sup>th</sup> day of July, 2016



Carol Flanigan  
Notary Public, State of Texas  
Notary's Typed/Printed Name  
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1<sup>st</sup> road name]:  
 Type of road surface/material:  
 Number of culverts/bridges:  
 Any other special features:  
 Length of [2<sup>nd</sup> road name]:  
 Type of road surface/material:  
 Number of culverts/bridges:  
 Any other special features:

Anticipated cost of Repair:  
 Repeat for each Road: [1<sup>st</sup> road name]

Labor: (Rate includes salary, benefits, overtime, where applicable)

County Rate Foreman \$29.09 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_  
 Private Co. \$68.00  
 Equipment Operator \$ 24.89 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_  
 \$ 35.00

Truck Driver Other \$ 21.12 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_  
 \$ 24.00

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

County Truck \$42.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_  
 Private \$45.00  
 County Grader \$65.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_  
 Private \$75.00  
 Gradall Other \$75.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_  
 \$100.00

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 34.07 Per Ton - \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Asphalt \$ 97.00 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Cover Stone Stabilized Other at \$ 69.8 Per Ton - \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Total for [1<sup>st</sup> road name] \$ \_\_\_\_\_

All prices subject to change depending on economic variables at time of construction repair etc.

Note that both the County rates and private company estimate is written above in this exhibit 1.

All rates above are average estimates and subject to change at the time of construction.

PERFORMANCE BOND

BOND No. K09375806

KNOW ALL MEN BY THESE PRESENTS, that we,

**Duphil, Inc.,  
P.O. Box 458, Orange, TX 7631**

as PRINCIPAL, and Westchester Fire Insurance Company, as SURETY (authorized to do business in the State of Texas) are held and firmly bound unto THE COUNTY OF JEFFERSON, TEXAS, hereinafter called the COUNTY, in the penal sum of SIX HUNDRED THOUSAND DOLLARS and no cents (\$600,000.00), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal has requested a permit by the County of JEFFERSON, Texas, by application dated \_\_\_\_\_, for:

**Jefferson County Overweight Vehicle Permit and Road Use Agreement**

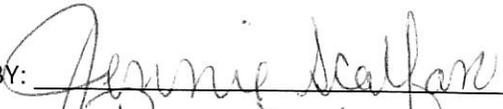
NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, teams, conditions, and agreements of said permit and governing regulations during the original term of said permit and any extensions thereof that may be granted by the County, with or without notice to the surety, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said permit that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

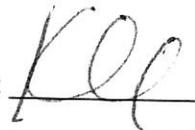
IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this 6th day of July, 2016,

the name of each being hereto affixed and duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: Duphil, Inc.

SURETY: Westchester Fire Insurance Company

BY:   
TITLE: President

BY:   
TITLE: Kevin McQuain, Attorney-in-Fact

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Cheryl R Colson, Cynthia D Haslam, Debra Buckner, Elaine Lewis, Jeanne Buchan, Justin McQuain, Katherine M Danner, Keith M Illa, Kevin McQuain, Malia Mann, Rosalyn D Hassell, Scott D Chapman, Tamala F Goode, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5 day of November 2015.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 5 day of November, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Sept. 28, 2018

*Karen E Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 6<sup>th</sup> day of July, 2016



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 05, 2017.

## IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contract **Westchester Fire Insurance Company** for information or to make a complaint at:

**ACE USA  
Claims  
6600 E. Campus Circle East, Suite 200  
Irving, Texas 75063**

**(972) 465-7900  
(972) 465-7645 Fax**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverage, rights or complaints at:

**Texas Department of Insurance  
P. O. Box 149104  
Austin, Texas 78714-9104**

**(800) 252-3439**

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.



Safety First Always

# PROPOSAL

Estimate # 6702

APAC-Texas, Inc.  
PO Box 20779  
Beaumont, Texas, 77720  
(O) 409-866-1444  
(F) 409-866-1032

July 12, 2016

QUOTE Jennie Scalfano  
TO (409) -88-3-8550  
Duphil Pipeline&Oilfield Contractor  
P.O. Box 458  
Orange, TX 77631

| JOB                |                     | WORKING DAYS |      | MANHOURS      |                       |
|--------------------|---------------------|--------------|------|---------------|-----------------------|
| Duphil Road Repair |                     |              |      |               |                       |
| ITEM               | DESCRIPTION         | QUAN         | UNIT | UNIT PRICE    | EXT PRICE             |
| 10                 | Mobilization        | 1.000        | LS   | \$36,800.00   | \$36,800.00           |
| 20                 | Craigen Road        | 11,264.000   | SY   | \$ 17.00      | \$191,488.00          |
| 30                 | Wilber Road         | 4,224.000    | SY   | \$ 18.25      | \$77,088.00           |
| 40                 | League Road         | 4,224.000    | SY   | \$ 18.25      | \$77,088.00           |
| 50                 | East Hampshire Road | 63,360.000   | SY   | \$ 16.25      | \$1,029,600.00        |
|                    |                     |              |      | <b>TOTAL:</b> | <b>\$1,412,064.00</b> |

THIS PROPOSAL DOES NOT INCLUDE ANY TAXES

Footnotes...

- This Price Includes One Mobilization
- Any additional Mobilizations will be added to total coast
- Price Includes Asphalt Material for all roads (Type D)
- Price for Roads is done By the Square Yard if Quantiles change price will adjust accordingly
- Price Includes Milling of road and contractors will retain material
- If soft spots occur and base repair is needed additional cost will be added

✓

| APAC - Texas, Inc. includes the following.. |           |
|---|-----------|
| I.  | Labor     |
| II.   | Equipment |
| III.  | Material  |

| APAC - Texas, Inc. excludes the following.. |  |
|---|--|
| I.  | All striping, signs, and bonds                 |
| II.   | Permits  |
| III.  | Storm Water Prevention                         |
| IV.   | Any fill dirt                                  |
| V.  | Backfill                                       |
| VI.   | Grading, Scarifying, or Compaction of Subgrade |

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by APAC.

This proposal expires thirty (30) days from the effective date of this Proposal.

If you agree to these terms, prices and conditions, including the terms and conditions on the next page, please acknowledge acceptance by signing in the space provided and return the original hereof to us, retaining a copy for your files. The person signing for you below represents that he or she is fully authorized to enter into this Agreement.

Sincerely,

Travis Clarke  
APAC-Texas, Inc.

ACCEPTED:

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

By: \_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)



## TERMS AND CONDITIONS - Proposal and Contract

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Worker's Compensation, General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

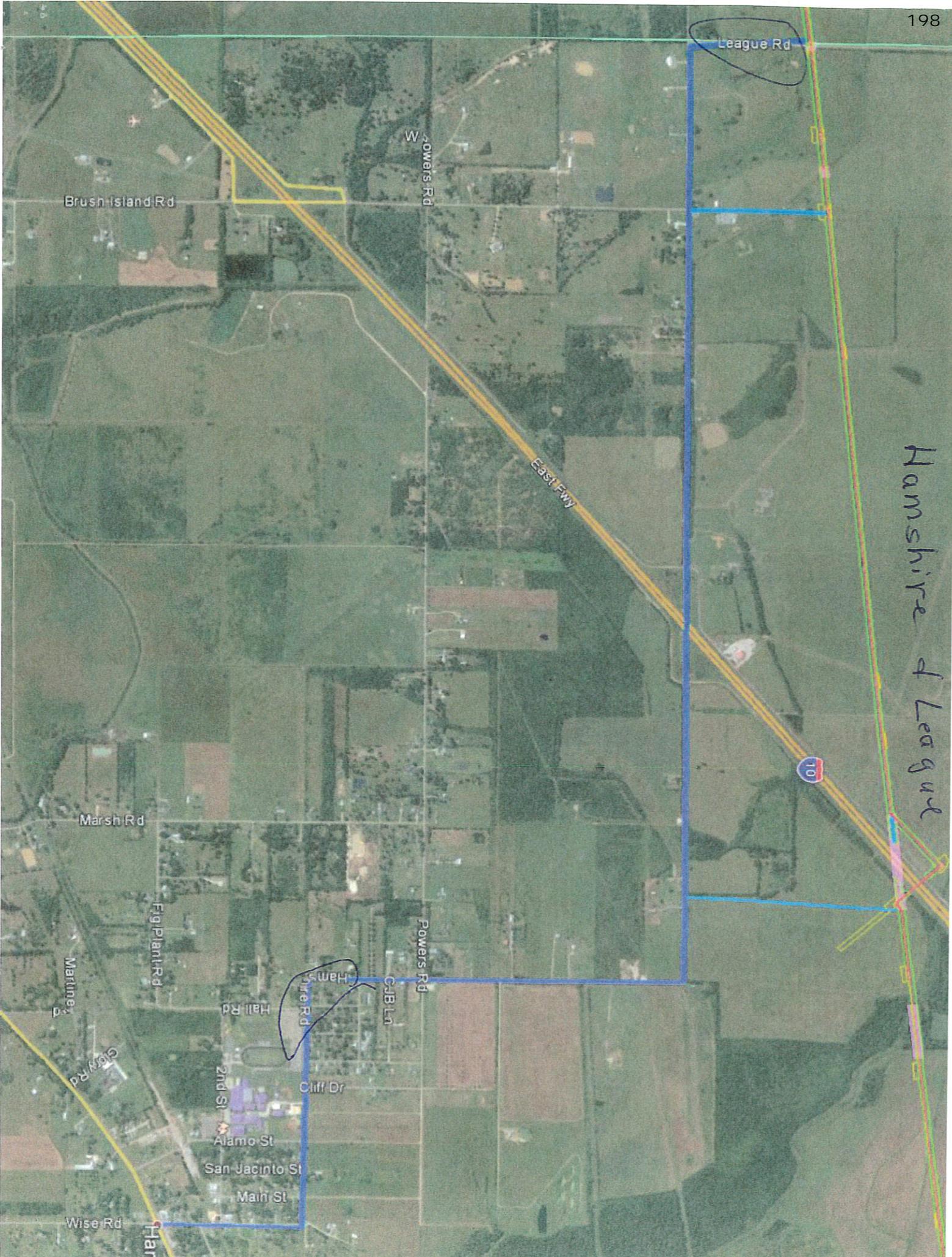
We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake to complete, and may suspend, the work for causes beyond our reasonable control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our reasonable control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Jefferson County, and you waive any right to jurisdiction and venue in any other place.





League Rd

Brush Island Rd

W Powers Rd

East Fwy

Hampshire of League



Marsh Rd

Fig Plant Rd

Powers Rd

Ham's Fire Rd

Hall Rd

GAB Ln

2nd St

Cliff Dr

Alamo St

San Jacinto St

Main St

Wise Rd

Han

**Special, July 18, 2016**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, July 18, 2016