

**REGULAR, 12/12/2016 1:30:00 PM**

BE IT REMEMBERED that on December 12, 2016, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*December 12, 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  
 December 12, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **12th** day of **December 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

Please join us for cake following Commissioners 'Court. We are grateful that the cake is being provided by HEB.

WORKSHOP-10:30 a.m.-To receive information from CCA to evaluate proposed use of the (AI Price) TYC property.

WORKSHOP-11:30 a.m.-To receive information from Riley Broussard and Gulf Health to evaluate proposed use of the (AI Price) TYC property.

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two**

## **PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 16-037/JW), Sale of Used Judge's Chair.

**SEE ATTACHMENTS ON PAGES 12 - 22**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a renewal (IFB 15-023/YS), Term Contract for HVAC Maintenance, Repair, & Emergency Services for Ford Park with Industrial Commercial Mechanical for a first one (1) year renewal from January 10, 2017 to January 9, 2018.

**SEE ATTACHMENTS ON PAGES 23 - 23**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

3. Consider and approve inter-department transfers of 2007 Ford Crown Victoria VIN #2FAFP71W67X123238, 2008 Ford Crown Victoria VIN #2FAFP71V78X139702, and 2011 Ford Crown Victoria VIN # 2FABP7BV1BX173087 from Sheriff to Service Center as authorized by Local Government Code §262.011 (j).

**SEE ATTACHMENTS ON PAGES 24 - 25**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **ADDENDUMS**

*Notice of Meeting and Agenda and Minutes  
December 12, 2016*

4. Consider and approve, execute, receive and file Certificates of Completion for (IFB 14-008/KJS), Jefferson County Courthouse Mechanical and Safety Upgrades (Phase 5) with N & T Construction Company, Inc.

**SEE ATTACHMENTS ON PAGES 26 - 27**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**136TH DISTRICT COURT:**

5. Consider and possibly approve a Resolution recognizing Judge Milton Gunn Shuffield for his dedicated service and leadership as the Judge of the 136th Judicial District Court and wishes him well in his retirement and all of his future endeavors.

**SEE ATTACHMENTS ON PAGES 28 - 28**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

6. Consider and possibly approve a Resolution recognizing Stanley W. Hatcher for 18 years of dedicated service as Bailiff of the 136th Judicial District Court and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 29 - 29**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **60TH DISTRICT COURT:**

7. Consider and possibly approve a Resolution recognizing Judge Gary Sanderson for his dedicated service and leadership as District Judge of the 60th District Court of Jefferson County and wishes him well in his retirement and all of his future endeavors.

**SEE ATTACHMENTS ON PAGES 30 - 30**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **CONSTABLE PRECINCT 4:**

8. Consider and possibly approve a Resolution recognizing James E. Trahan Constable Pct 4 and commending him for 33 1/2 years of dedicated Law Enforcement service to the citizens of Jefferson County and wishes him well in his retirement.

**SEE ATTACHMENTS ON PAGES 31 - 31**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **CONSTABLE PRECINCT 7:**

9. Consider and possibly approve a Resolution recognizing Constable Pct. 7 Jeffrey W. Greenway, for 29 years of dedicated Law Enforcement service to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 32 - 32**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

10. Receive and file Order for re-appointment of Patrick Swain as County Auditor for a two-year term beginning January 1, 2017 through December 31, 2018.

**SEE ATTACHMENTS ON PAGES 33 - 37**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

11. Regular County Bills - check #427998 through checks #428220.

**SEE ATTACHMENTS ON PAGES 38 - 47**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

12. Consider and possibly approve exempting the following groups from paying for security during their scheduled events for the year 2017, Dispute Resolution Center, Jefferson County Bar Association, Jefferson County Democratic Party, Jefferson County Republican Party, Jefferson County Libertarian Party, Jefferson County Green Party, Election School, Jefferson County Clerk's office for meetings and training related to Elections, Jefferson County Coalition for Victims of Crime, Family Services, and Jefferson County Deputy Constable Association. The security expense will be paid via budgeted funds.

**SEE ATTACHMENTS ON PAGES 48 - 48**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
December 12, 2016*

13. Consider, possibly approve and authorize the County Judge to execute a Certificate for Order and adoption of an Order Levying Taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Refunding Bonds, Series 2016A and Taxable Series 2016B pursuant to Section 23, Chapter 197, Acts of the 58th Legislature, Regular Session, 1963. (This order is substantially identical to the order adopted on September 22, 2008 relating to the Port's last unlimited tax bonds issued in 2008.)

**SEE ATTACHMENTS ON PAGES 49 - 54**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

14. Consider, possibly approve and accept the offer of Evolution Academy to terminate their lease from Jefferson County for the property located at the former Al Price Correctional Facility.

**Action: TABLED**

**COUNTY TAX ASSESSOR-COLLECTOR:**

15. Consider and possibly approve a Resolution recognizing Debbie Bevilacqua for her 20 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

**Motion by: Commissioner Arnold** See attachment on Page 99

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY TREASURER:**

16. Receive and File Investment Schedule for November, 2016, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 55 - 57**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**DISTRICT CLERK:**

17. Consider and possibly adopt a Resolution recognizing, Adra Miller, for 26 years of dedicated service as a Deputy Clerk in the Jefferson County District Clerk's Office and to the citizens of Jefferson County and wishing her well in her retirement.

**SEE ATTACHMENTS ON PAGES 58 - 58**

**Motion by: Commissioner Alfred**

**Second by: County Judge Branick**

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

**Action: APPROVED**

18. Consider and possibly approve resolution opposing change to current statutes regarding care, custody and control of records held by the District Clerk and any actions that would result in those records being centralized within any other entity.

**SEE ATTACHMENTS ON PAGES 59 - 59**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

19. Consider and adopt Local Rules Governing Electronic Filing in Criminal Cases for the Drug Impact Court of Jefferson County, Texas<br>

**SEE ATTACHMENTS ON PAGES 60 - 62**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **ENGINEERING:**

20. Consider and possibly approve a Replat of Ridgecrest Unit 4. This area is located in Precinct 2 off Highway 365 near LaBelle Road and is within the Beaumont ETJ. This replat meets all Engineering requirements.

**SEE ATTACHMENTS ON PAGES 63 - 65**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

21. b) Execute, receive and file Pipeline Permit 06-P-16 to Praxair, Inc. for renewal of bond and updated permit located in Precincts 2 and 4.

**SEE ATTACHMENTS ON PAGES 66 - 80**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **HISTORICAL COMMISSION:**

22. Consider, possibly approve and reappoint members for 2017-2018 to the Jefferson County Historical Commission, pursuant to Chapter 318, Texas Local Government Code.

**SEE ATTACHMENTS ON PAGES 81 - 81**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **RISK MANAGEMENT:**

23. Consider and possibly approve Employee Assistance Program annual renewal with Interface EAP, effective January 1, 2017, for \$1.35 per employee per month (an 18% decrease).

**SEE ATTACHMENTS ON PAGES 82 - 88**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

24. Consider and possibly approve a Resolution recognizing Sheriff G. Mitch Woods for 30 years of dedicated Law Enforcement Service to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 89 - 90**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

25. Consider and possibly approve a Resolution recognizing Patrick A. Stelly for 23 years and 8 months of dedicated service to the Jefferson County Sheriffs' Office and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 91 - 92**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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26. Consider and possibly approve a Resolution recognizing Captain Anthony H. McMilian for 33 years and 2 months of dedicated Law Enforcement service to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 93 - 94**

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

27. Consider and possibly approve a Resolution recognizing Deputy Chief George Miller for 31 years and 6 months of dedicated Law Enforcement service to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 95 - 96**

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

28. Consider and possibly approve a Resolution recognizing Lieutenant David V. Sosa for 33 years and 3 months of dedicated Law Enforcement service to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 97 - 98**

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

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**Jeff R. Branick  
County Judge**



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

December 12, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-037/JW, Sale of Used Judge's Chair. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

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

**BID NAME:** Sale of Used Judge's Chair  
**BID NO:** IFB 16-037/JW  
**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, January 3, 2016  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us).

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – December 14<sup>th</sup> & December 21<sup>st</sup>, 2016

**IFB 16-037/JW**  
**Sale of Used Judge's Chair**  
**Bids due: 11:00 AM CDT, Tuesday, January 3, 2016**

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**BID SUBMISSIONS:**

**Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this bid specifications packet in its entirety, and two (2) copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.**

**Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.**

**<http://www.co.jefferson.tx.us/purchasing/main.htm>**

## Instructions to Bidders

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### 1. Bid Submission

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

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

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

**Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this bid specifications packet in its entirety, and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.**

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

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

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

### 2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

### 3. Courthouse Security

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

#### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

#### 5. Signatures

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

#### 6. County Holidays:

##### 2016

~~January 1 (Friday) - New Year's~~  
~~January 18 (Monday) - Martin Luther King, Jr. Day~~  
~~February 15 (Monday) - President's Day~~  
~~March 25 (Friday) - Good Friday~~  
~~May 30 (Monday) - Memorial Day~~  
~~July 4 (Monday) - Independence Day~~  
~~September 5 (Monday) - Labor Day~~  
~~November 11 (Friday) - Veteran's Day~~  
~~November 24 & 25 (Thursday & Friday) - Thanksgiving~~  
~~December 23 & 26 (Friday & Monday) Christmas~~

##### 2017

January 2 (Monday) - New Year's  
 January 16 (Monday) - Martin Luther King, Jr. Day  
 February 20 (Monday) - President's Day

#### 7. Rejection or Withdrawal

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

#### 8. Award

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

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

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

**9. Contract**

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

**10. Waiver of Subrogation**

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

**11. Bid Results**

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

**12. Changes and Addenda to Bid Documents**

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

**13. Specifications**

Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**14. Interpretation of Bid and/or Contract Documents**

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

**15. Currency**

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

**16. Pricing**

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

**17. Certification**

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

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

**18. Definitions**

“County” – Jefferson County, Texas.

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

**19. Minority-Women Business Enterprise Participation**

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

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-037/JW.

### 1. Objective

Jefferson County seeks to sell a Used Judge's Chair.

### 2. Scope

The Jefferson County Purchasing Department will receive sealed bids for the Sale of Used Judge's Chair. All offers must be submitted on the official Bid Form included in this Invitation for Bid (Page 10).

**The Successful Bidder must make bid payment within fourteen (14) days of receipt of award notice. Non-business days included.**

**The Successful Bidder shall be solely responsible for picking up and transporting the chair.**

### 2. Description of Item for Bid

Used Judge's Chair that was manufactured and sold by Texas Correctional Industries under the description "Sam Houston Judge's Chair." The color of the chair is Oxblood (Burgundy). This chair bears the Jefferson County seal in gold print, and was purchased in 2007.

## Bidder Information Form

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Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

**Bid Name & Number:** IFB 16-037/JW, Sale of Used Judge's Chair

**Name:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**Bidder Shall Return Completed Form with Offer.**

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Sale of Used Judge’s Chair

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

Payment shall be made by the successful bidder, by guaranteed funds within fourteen (14) days of the notification of award.

The contract shall henceforth be referred to as Contract No. IFB 16-037/JW

**Countersigned:**

\_\_\_\_\_  
Jeff R. Branick  
County Judge

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

## Bid Form

Item Description	Bid Amount
Used Judge's Chair	\$ _____ . _____

Payment by guaranteed funds shall be made by the Successful Bidder within fourteen (14) days of the notification of award.

Payment will be made to:  
 Jefferson County Auditor  
 Patrick Swain  
 1149 Pearl Street, 7<sup>th</sup> Floor  
 Beaumont, TX 77701

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

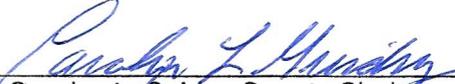
**Bidder Shall Return Completed Form with Offer.**

CONTRACT RENEWAL FOR IFB 15-023/YS  
TERM CONTRACT FOR HVAC MAINTENANCE, REPAIR, &  
EMERGENCY SERVICES FOR FORD PARK

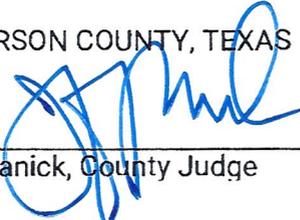
The County entered into a contract with Industrial Commercial Mechanical for one (1) year, from January 11, 2016 to January 10, 2017, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from January 10, 2017 to January 9, 2018.

ATTEST:

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Industrial Commercial Mechanical

  
\_\_\_\_\_  
(Name)

CONTRACT RENEWAL FOR IFB 15-023/YS  
TERM CONTRACT FOR HVAC MAINTENANCE, REPAIR, &



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

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

Date: December 7, 2016

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfers of 2007 Ford Crown Victoria VIN #2FAFP71W67X123238, 2008 Ford Crown Victoria VIN #2FAFP71V78X139702, and 2011 Ford Crown Victoria VIN # 2FABP7BV1BX173087 from Sheriff to Service Center as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
2007 Ford Crown Victoria	Sheriff	2FAFP71W67X123238	32747	Service Center
2008 Ford Crown Victoria	Sheriff	2FAFP71V78X139702	32742	Service Center
2011 Ford Crown Victoria	Sheriff	2FABP7BV1BX173087	34020	Service Center

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

# AIA Document G704™ – 2000

## Certificate of Substantial Completion

**PROJECT:**  
(Name and address)  
Jefferson County Courthouse Phase 5  
Mechanical and Safety Upgrades  
1149 Pearl Street  
Beaumont, Texas 77701

**PROJECT NUMBER:** 4806.000 (former BAI Project #13018)  
**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** January 06, 2015

**OWNER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**FIELD:**   
**OTHER:**

**TO OWNER:**  
(Name and address)  
Jefferson County, Texas  
1149 Pearl Street  
Beaumont, TX 77701

**TO CONTRACTOR:**  
(Name and address)  
N&T Construction Company, Inc.  
1376 Laurel Avenue  
Beaumont, Texas 77701

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

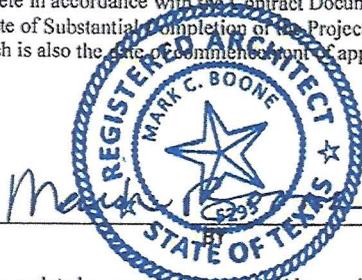
AHU's and all items connected to them (VFD's, ductwork, BAS, and piping), with the exception of the fire alarm.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**Warranty**

**Date of Commencement**  
01/28/2016

Shepley Bulfinch  
ARCHITECT



12/06/2016  
**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective: \$0.00**

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

N&T Construction Company, Inc.

**CONTRACTOR**

BY

DATE

12/3/16

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 PM (time) on 1/28/2016 (date).

Jefferson County, Texas

**OWNER**

BY

DATE

December 12, 2016

JEFF R. BRANNICK, County Judge

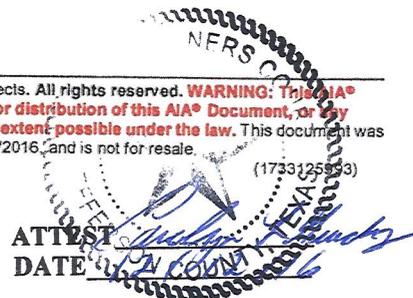
The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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User Notes:

**ATTEST**  
**DATE**



# AIA Document G704™ – 2000

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(Name and address)</i> Jefferson County Courthouse Phase 5 Mechanical and Safety Upgrades 1149 Pearl Street Beaumont, Texas 77701	<b>PROJECT NUMBER:</b> 4806.000 (former BAI Project #13018)/ <b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATE:</b> January 06, 2015	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Jefferson County, Texas 1149 Pearl Street Beaumont, TX 77701	<b>TO CONTRACTOR:</b> <i>(Name and address)</i> N&T Construction Company, Inc. 1376 Laurel Avenue Beaumont, Texas 77701	

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

Entire scope with the exception of AHU's and all items connected to them (such as VFD's, ductwork, BAS, and piping), which was complete under a separate Certificate of Substantial Completion.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**Warranty**

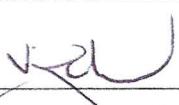
Shepley Bulfinch ARCHITECT		<b>Date of Commencement</b> 07/07/2016
		12/06/2016 <b>DATE OF ISSUANCE</b>



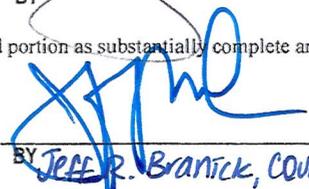
A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective:** \$92,883.96

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

N&T Construction Company, Inc.		12/8/16
<b>CONTRACTOR</b>	<b>BY</b>	<b>DATE</b>

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 PM (time) on 07/07/2016 (date).

Jefferson County, Texas		December 12, 2016
<b>OWNER</b>	<b>BY</b> Jeff R. Branick, County Judge	<b>DATE</b>

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:  
*(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*



ATTEST  
DATE: 12/12/2016



# 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 12<sup>th</sup> day of December, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

**WHEREAS, Milton Gunn Shuffield**, distinguished himself as a worthy and able advocate for many clients in a wide variety of legal matters in his practice of law during the years of 1981 through 1995 ; and

**WHEREAS, Milton Gunn Shuffield** was appointed in 1995 and elected in 1996 as Judge of the 136<sup>th</sup> District Court of Jefferson County where he earned the admiration of the bar, displayed exceptional dedication, exemplary legal discernment and keen intelligence and ensured that all who appeared before him received fair and impartial justice; and

**WHEREAS, Milton Gunn Shuffield's** legacy is one of service, commitment, and professionalism; and

**WHEREAS, Milton Gunn Shuffield** is known for his graciousness and collegiality; and

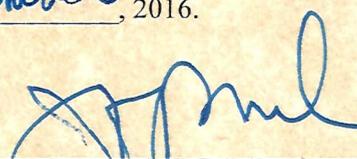
**WHEREAS, Milton Gunn Shuffield** is a man of integrity, honor, and generosity, and is a well-respected and beloved member of the Jefferson County legal community; and

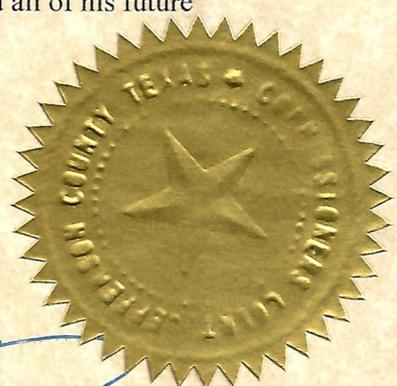
**WHEREAS, Milton Gunn Shuffield** is quick to point out that he is only taking senior status and will be around the State of Texas as a visiting judge and continuing to serve the citizens of Jefferson County at the Jefferson County Correctional Facility for arraignments; and

**WHEREAS, Milton Gunn Shuffield** intends to dedicate more time to his wife and the pleasures of free time, photography, travel and will continue playing in his band; he will be missed by his countless friends and those who have had the honor of working with him.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County does hereby honor and commend **Milton Gunn Shuffield** for his dedicated service and leadership as the Judge of the 136<sup>th</sup> Judicial District Court and wishes him well in his status as senior judge, retirement and all of his future endeavors.

SIGNED this 12<sup>th</sup> day of December, 2016.

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



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

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

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

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



# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 12th day of December, 2016, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

**WHEREAS, Stanley W. Hatcher** is retiring as Bailiff of the 136<sup>th</sup> Judicial District Court for the State of Texas; and

**WHEREAS, Stanley W. Hatcher** has devoted over 18 years to the service of that court and the citizens of Jefferson County; and,

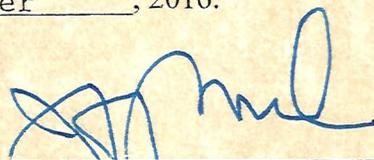
**WHEREAS, Stanley W. Hatcher's** dependable and dedicated service has been an invaluable asset, serving with a ready smile and willingness to assist above and beyond the duties of bailiff; and

**WHEREAS, Stanley W. Hatcher** has proven to be an exemplary employee continuously striving for excellence, and will be truly missed by the judiciary, bar and fellow courthouse employees having earned their appreciation and respect for his tireless efforts and professional courtesy; and

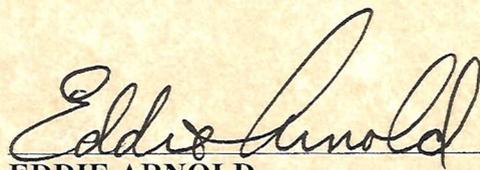
**WHEREAS, the Commissioners Court** is pleased to recognize this outstanding public servant for his contributions to Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **Stanley W. Hatcher** for his service, expresses its gratitude and wishes him well in his retirement.

SIGNED this 12th day of December, 2016.

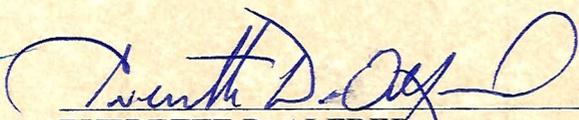
  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge



  
\_\_\_\_\_  
**EDDIE ARNOLD**  
Commissioner, Precinct No. 1

  
\_\_\_\_\_  
**MICHAEL S. SINEGAL**  
Commissioner, Precinct No. 3

  
\_\_\_\_\_  
**BRENT A. WEAVER**  
Commissioner, Precinct No. 2

  
\_\_\_\_\_  
**EVERETTE D. ALFRED**  
Commissioner, 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 12 day of December, 2016, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

**WHEREAS, Jeffrey Wayne Greenway**, a native Texan and lifelong resident of Jefferson County, has spent the last 29 years of his life in service to citizens of Jefferson County with pride and professionalism; and

**WHEREAS, Jeffrey Wayne Greenway**, after completion of High School at Port Neches-Groves in Port Neches, began furthering his education at Lamar University, after 3 years of collage he was accepted in to Texas Highway Patrol Academy in 1974 in Austin, Texas, and served as Highway Patrol for 1 year; and

**WHEREAS, Jeffrey Wayne Greenway**, then was hired as Deputy Marshall for Groves Police Department, and served for 14 years, protecting and upholding the laws for the City of Groves, Texas; and

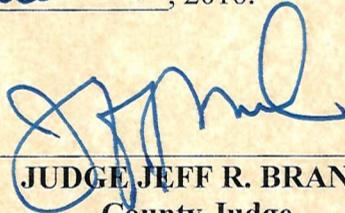
**WHEREAS, Jeffrey Wayne Greenway**, in 1988 was hired by late Constable G. W. "Shorty" Woods as Deputy Constable Pct. 7 serving the citizens of Jefferson County for 9 years, while earning his B. S. Degree in Criminal Justice from Lamar University; and

**WHEREAS, Jeffrey Wayne Greenway**, was elected Constable Pct. 7 in 1996, providing 20 years of professional service to the citizens of Jefferson County more especially Pct. 7, during his tenure serving on several state boards; and

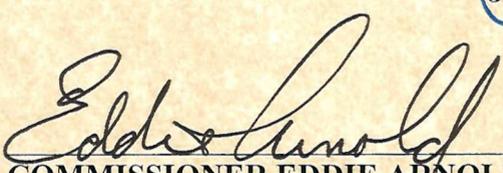
**WHEREAS, Jeffrey Wayne Greenway**, has served as Chairman of Constables Education Committee, Director of District 10 and Sergeant at Arms for the Justice of the Peace and Constable Association of Texas ; and

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court of Jefferson County, Texas, hereby expresses its appreciation to **Constable Jeffrey Wayne Greenway**, commending him for 29 years of dedicated Law Enforcement service to the citizens of Jefferson County and wishes him well in his retirement.

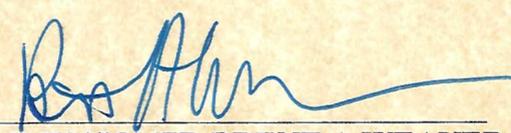
SIGNED this 12<sup>th</sup> day of December, 2016.

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



  
\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

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

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

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4

STATE OF TEXAS

COUNTY OF JEFFERSON

*Jamie Smith*  
JAMIE SMITH  
DISTRICT CLERK

16 DEC -6 AM 1:34

FILED  
DISTRICT COURT OF  
JEFFERSON CO TEXAS

ORDER

BE IT REMEMBERED that on this day came to be heard the application of PATRICK SWAIN for consideration to be appointed County Auditor in and for Jefferson County, Texas, for the term of two (2) years beginning January 1, 2017 and ending December 31, 2018.

And it appearing to a majority of the District Judges of Jefferson County, Texas, that the applicant is in every way qualified under the provisions of Section 84.006, Local Government Code of the State of Texas, to fill the above mentioned office of County Auditor for Jefferson County, Texas, accordingly, it is

ORDERED that PATRICK SWAIN is hereby appointed County Auditor for Jefferson County, Texas for the term of two (2) years beginning January 1, 2017 and ending December 31, 2018. It is further

ORDERED that PATRICK SWAIN shall receive as compensation for his services an annual salary of \$122,898.46, annual automobile allowance of \$6,840.00, annual cell phone allowance of \$900.00 and such other compensation and allowances as may be duly authorized by the District Judges of Jefferson County and included in the County's annual budget, each to be paid from the County's General Fund. It is further

ORDERED that PATRICK SWAIN within twenty (20) days, and prior to entering upon the duties of his office shall make surety bond in the sum of Five Thousand (\$5,000.00) Dollars, payable to the District Judges of Jefferson County, Texas, conditioned upon the faithful performance of his duties as County Auditor for Jefferson County, Texas, the same being in compliance with Section 84.007, Local Government Code of the State of Texas. It is further

ORDERED that the District Clerk of Jefferson County, Texas is hereby directed to record this Order in the minutes of the several Districts of this County, and the said Clerk thereof shall certify the same for observance to the Commissioners' Court of Jefferson County, Texas which shall cause the same to be recorded in its minutes.

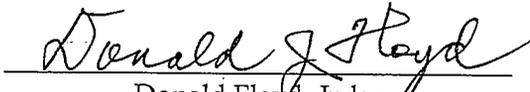
ORDER CONTINUED:

PAGE 2

SIGNED, ORDERED AND RENDERED THIS 6th DAY OF DECEMBER 2016.

  
 \_\_\_\_\_  
 Gary Sanderson, Presiding Judge  
 60th District Court

  
 \_\_\_\_\_  
 Milton Shuffield, Judge  
 136th District Court

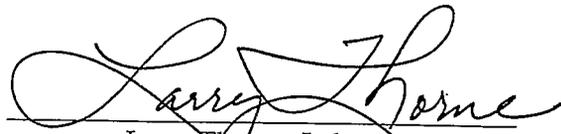
  
 \_\_\_\_\_  
 Donald Floyd, Judge  
 172nd District Court

  
 \_\_\_\_\_  
 John Stevens, Judge  
 Criminal District Court

  
 \_\_\_\_\_  
 Kent Walston, Judge  
 58th District Court

  
 \_\_\_\_\_  
 Randy Shelton, Judge  
 279th District Court

  
 \_\_\_\_\_  
 Raquel West, Judge  
 252nd District Court

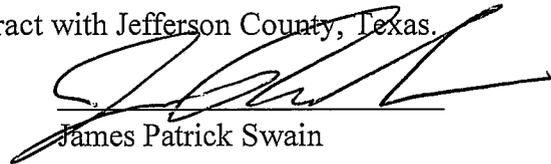
  
 \_\_\_\_\_  
 Larry Thorne, Judge  
 317th District Court

### Oath of County Auditor

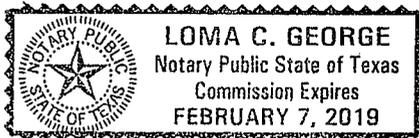
I, James Patrick Swain, do solemnly swear that I have previously held the positions of public or private trust that are listed for the length of time indicated

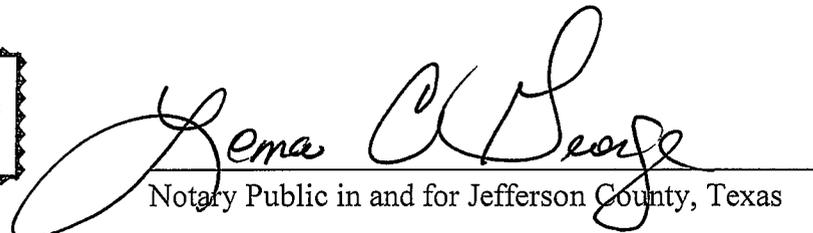
Position	Public/Private	Length of Time Position Held
Jefferson County Auditor	Public	September 1996 to December 2016
Jefferson County First Assistant Auditor	Public	September 1994 to August 1996
Staff Accountant	Private	January 1987 to September 1994

I do further swear that I have the qualifications for the Office of County Auditor required by Chapter 84 of the Local Government Code; I have in the past and shall continue to comply with the Continuing Education requirements set forth in Chapter 84 of the Local Government Code; and that I am not personally interested in a contract with Jefferson County, Texas.

  
James Patrick Swain

SWORN TO and subscribed before me by James Patrick Swain on this 6th of December, 2016.



  
Notary Public in and for Jefferson County, Texas

STATE OF TEXAS  
COUNTY OF JEFFERSON

OATH OF OFFICE

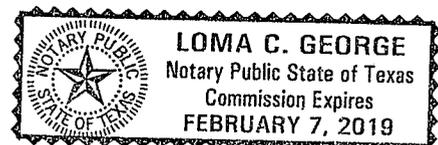
I, Patrick Swain, do solemnly swear that I will faithfully execute the duties of the office of County Auditor in and for Jefferson County of the State of Texas and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State: and I furthermore solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contribute to, nor promise to contribute money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment.



Patrick Swain

SUBSCRIBED AND SWORN TO BEFORE ME, at Beaumont, Jefferson County,  
Texas PATRICK SWAIN

on this 6<sup>th</sup> day of DECEMBER, 2016



Form #2201 Rev. 01/2015

This space reserved for office use

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



STATEMENT OF OFFICER

Statement

I, James Patrick Swain, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: County Auditor-Jefferson County, Texas

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 12/7/16

  
\_\_\_\_\_  
Signature of Officer

Revised 01/2015

NAME	AMOUNT	CHECK NO.	TOTAL
<b>JURY FUND</b>			
CURTIS 1000, INC.	6,065.00	428020	
TRI-CITY COFFEE SERVICE	68.35	428079	
			6,133.35**
<b>ROAD &amp; BRIDGE PCT.#1</b>			
CITY OF BEAUMONT - LANDFILL	50.00	428007	
M&D SUPPLY	142.57	428045	
SOUTHEAST TEXAS WATER	14.00	428066	
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	.93	428102	
EDDIE ARNOLD	520.85	428123	
SAM'S CLUB DIRECT	30.00	428167	
REPUBLIC SERVICES	45.00	428201	
			822.76**
<b>ROAD &amp; BRIDGE PCT.#2</b>			
CITY OF NEDERLAND	73.96	428016	
EASTEX RUBBER & GASKET	40.44	428024	
ENTERGY	629.06	428031	
MUNRO'S	40.00	428051	
MUSTANG CAT	156.06	428052	
STAR GRAPHICS SHARP	24.96	428073	
BUMPER TO BUMPER	61.80	428120	
INTERSTATE ALL BATTERY CENTER - BMT	334.85	428145	
REPUBLIC SERVICES	72.60	428201	
GULF COAST	514.76	428217	
			1,948.49**
<b>ROAD &amp; BRIDGE PCT. # 3</b>			
GULF COAST AUTOMOTIVE, INC.	365.38	428030	
ENTERGY	326.00	428031	
OIL CITY TRACTORS, INC.	13.75	428055	
SMART'S TRUCK & TRAILER, INC.	304.65	428064	
STAR GRAPHICS SHARP	38.82	428073	
W. JEFFERSON COUNTY M.W.D.	26.93	428082	
HOWARD'S AUTO SUPPLY	5.80	428091	
TEXAS GAS SERVICE	157.85	428113	
WINDSTREAM	47.80	428131	
SAM'S CLUB DIRECT	90.00	428167	
ASCO	12.66	428171	
FELIX AAA AUTO & TRUCK PARTS LLC	21.74	428193	
SMITTY'S HAMSHIRE GULF	81.00	428210	
			1,492.38**
<b>ROAD &amp; BRIDGE PCT.#4</b>			
SPIDLE & SPIDLE	498.56	428001	
COASTAL WELDING SUPPLY	54.00	428018	
M&D SUPPLY	33.92	428045	
MUNRO'S	66.41	428051	
OFFICE DEPOT	10.99	428054	
PARTS EXCHANGE COMPANY, INC.	175.00	428056	
SMART'S TRUCK & TRAILER, INC.	360.16	428064	
STAR GRAPHICS SHARP	63.73	428073	
W. JEFFERSON COUNTY M.W.D.	75.71	428082	
UNITED STATES POSTAL SERVICE	.40	428102	
TRAFFIC SUPPLY, INC.	2,506.00	428114	
ON TIME TIRE	107.00	428162	
SAM'S CLUB DIRECT	60.00	428167	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	3.15	428176	
REPUBLIC SERVICES	72.60	428201	
			4,087.63**
<b>ENGINEERING FUND</b>			
OFFICE DEPOT	149.32	428054	
STAR GRAPHICS SHARP	127.84	428073	
UNITED STATES POSTAL SERVICE	1.78	428102	
			278.94**
<b>PARKS &amp; RECREATION</b>			
ENTERGY	52.32	428031	
AT&T	29.07	428069	

NAME	AMOUNT	CHECK NO.	TOTAL
W. JEFFERSON COUNTY M.W.D.	52.26	428082	
HD SUPPLY CONSTRUCTION & INDUSTRIAL	63.27	428208	
TRINITY VALLEY TRACTORS INC	35.25	428215	
METROPOLITAN COMPOUNDS INC	572.80	428216	
GENERAL FUND			804.97**
KENNETH WAYNE CHADWICK	100.00	428219	
TAX OFFICE			100.00*
OFFICE DEPOT	413.29	428054	
SOUTHEAST TEXAS WATER	304.00	428066	
AT&T	105.54	428069	
STAR GRAPHICS SHARP	102.60	428073	
UNITED STATES POSTAL SERVICE	1,349.01	428102	
UNITED STATES POSTAL SERVICE	39.13	428103	
PURCHASE POWER	16.75	428207	
COUNTY HUMAN RESOURCES			2,330.32*
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	2.08	428102	
AUDITOR'S OFFICE			21.49*
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	13.07	428102	
THOMSON REUTER TAX & ACCNTG INC R&G	258.75	428140	
COUNTY CLERK			291.23*
FED EX	10.10	428026	
OFFICE DEPOT	65.79	428054	
STAR GRAPHICS SHARP	291.99	428073	
UNITED STATES POSTAL SERVICE	235.78	428102	
UNITED STATES POSTAL SERVICE	38.00	428103	
SAM'S CLUB DIRECT	15.00	428167	
COUNTY JUDGE			656.66*
CATHERINE BRUNEY	500.00	428038	
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	.47	428102	
LANGSTON ADAMS	500.00	428111	
KATY L DELAHOSSAYE CORCORAN	500.00	428143	
RISK MANAGEMENT			1,519.88*
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	5.82	428102	
COUNTY TREASURER			25.23*
STAR GRAPHICS SHARP	92.04	428073	
UNITED STATES POSTAL SERVICE	130.89	428102	
LEXISNEXIS- ACCURINT	115.00	428147	
PRINTING DEPARTMENT			337.93*
STAR GRAPHICS SHARP	333.16	428073	
PURCHASING DEPARTMENT			333.16*
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	3.15	428102	
JEFFERSON COUNTY CREDIT CARDS	515.00	428150	
SAM'S CLUB DIRECT	60.00	428167	
GENERAL SERVICES			597.56*

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. APPRAISAL DISTRICT	250,609.29	428041	
CASH ADVANCE ACCOUNT	80.00	428042	
SOUTHEAST TEXAS WATER	29.95	428066	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	428076	
HOBBY LOBBY	93.74	428084	
INTERFACE EAP	1,385.10	428086	
VERIZON WIRELESS	303.98	428099	
ERS - TEXAS SOCIAL SECURITY PROGRAM	35.00	428118	
LEXISNEXIS- ACCURINT	5.00	428147	
JEFFERSON COUNTY CREDIT CARDS	648.53	428150	
SPOK INC	3.00	428181	
COLIN'S KITCHEN LLC	76.43	428194	
			255,970.02*
DATA PROCESSING			
OFFICE DEPOT	57.27	428054	
STAR GRAPHICS SHARP	19.41	428073	
CDW COMPUTER CENTERS, INC.	326.51	428092	
TODD L. FREDERICK	176.04	428106	
PCM-G	443.72	428144	
LEXISNEXIS- ACCURINT	115.00	428147	
JEFFERSON COUNTY CREDIT CARDS	831.76	428150	
SPOK INC	12.06	428181	
			1,981.77*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	112.46	428054	
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	610.83	428102	
			742.70*
ELECTIONS DEPARTMENT			
STAR GRAPHICS SHARP	75.34	428073	
CUMULUS BROADCASTING, INC.	6,001.00	428095	
UNITED STATES POSTAL SERVICE	172.52	428102	
SIERRA SPRING WATER CO. - BT	47.01	428105	
SAM'S CLUB DIRECT	15.00	428167	
THE ELECTION CENTER	199.00	428195	
THE ELECTION CENTER	199.00	428196	
			6,708.87*
DISTRICT ATTORNEY			
NELL MCCALLUM & ASSOC., INC.	409.20	428046	
STAR GRAPHICS SHARP	133.11	428073	
BRANDI SEWELL	79.20	428089	
UNITED STATES POSTAL SERVICE	151.07	428102	
UNITED STATES POSTAL SERVICE	2.54	428103	
LEXISNEXIS- ACCURINT	345.00	428147	
TRANSUNION RISK AND ALTERNATIVE	112.00	428185	
			1,232.12*
DISTRICT CLERK			
OFFICE DEPOT	453.40	428054	
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	298.94	428102	
AERIALINK INC	102.25	428213	
			874.00*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	428002	
DAVID W BARLOW	4,375.00	428010	
THOMAS J. BURBANK PC	1,600.00	428013	
DONALD W. DUESLER & ASSOC.	8,750.00	428022	
LEAH HAYES	261.90	428036	
MARSHA NORMAND	8,750.00	428053	
BRUCE N. SMITH	3,491.49	428065	
STAR GRAPHICS SHARP	122.48	428073	
KEVIN S. LAINE	6,031.00	428090	
UNITED STATES POSTAL SERVICE	19.87	428102	
C. HADEN CRIBBS JR., PC	8,750.00	428160	
			50,901.74*
58TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
STAR GRAPHICS SHARP 60TH DISTRICT COURT	19.41	428073	19.41*
STAR GRAPHICS SHARP 136TH DISTRICT COURT	19.41	428073	19.41*
STAR GRAPHICS SHARP UNITED STATES POSTAL SERVICE 172ND DISTRICT COURT	19.41 1.60	428073 428102	21.01*
STAR GRAPHICS SHARP 252ND DISTRICT COURT	19.41	428073	19.41*
DAVID W BARLOW DOUGLAS M. BARLOW, ATTORNEY AT LAW STAR GRAPHICS SHARP MIKE VAN ZANDT BRACK JONES JR. UNITED STATES POSTAL SERVICE SUMMER TANNER ALLEN PARKER TURK LAW FIRM SAMUEL & SON LAW FIRM PLLC	4,375.00 4,668.75 19.41 8,750.00 8,750.00 138.09 210.00 8,750.00 2,472.50 8,750.00	428010 428011 428073 428080 428087 428102 428135 428148 428168 428183	46,883.75*
279TH DISTRICT COURT STAR GRAPHICS SHARP UNITED STATES POSTAL SERVICE GORDON D FRIESZ	19.41 .80 112.50	428073 428102 428192	132.71*
317TH DISTRICT COURT STAR GRAPHICS SHARP JUDY PAASCH	19.41 2,323.90	428073 428122	2,343.31*
JUSTICE COURT-PCT 1 PL 1 STAR GRAPHICS SHARP UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT	24.96 45.71 115.00	428073 428102 428147	185.67*
JUSTICE COURT-PCT 1 PL 2 STAR GRAPHICS SHARP LEXISNEXIS- ACCURINT	19.41 115.00	428073 428147	134.41*
JUSTICE COURT-PCT 2 LEXISNEXIS- ACCURINT	115.00	428147	115.00*
JUSTICE COURT-PCT 4 STAR GRAPHICS SHARP LEXISNEXIS- ACCURINT	24.96 115.00	428073 428147	139.96*
JUSTICE COURT-PCT 6 STAR GRAPHICS SHARP UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT HIGGINBOTHAM INSURANCE AGENCY INC	19.41 19.51 115.00 71.00	428073 428102 428147 428187	224.92*
JUSTICE COURT-PCT 7 LEXISNEXIS- ACCURINT	115.00	428147	115.00*
JUSTICE OF PEACE PCT. 8 STAR GRAPHICS SHARP	19.41	428073	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	75.89	428103	
LEXISNEXIS- ACCURINT	115.00	428147	
COUNTY COURT AT LAW NO.1			210.30*
STAR GRAPHICS SHARP	68.20	428073	
UNITED STATES POSTAL SERVICE	1.20	428102	
JEFFERSON COUNTY CREDIT CARDS	49.74	428150	
JOHN STEPHEN PHILLIPS	783.85	428218	
COUNTY COURT AT LAW NO. 2			902.99*
THOMAS J. BURBANK PC	1,275.00	428013	
KIRKSEY'S SPRINT PRINTING	49.90	428044	
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	3.59	428102	
JARED GILTHORPE	1,500.00	428179	
SAMUEL & SON LAW FIRM PLLC	250.00	428182	
JANSON ELLIOTT BAILEY	1,250.00	428205	
COUNTY COURT AT LAW NO. 3			4,347.90*
DONALD BOUDREAUX	300.00	428012	
MARVA PROVO	250.00	428059	
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	7.98	428102	
LANGSTON ADAMS	300.00	428111	
COURT MASTER			877.39*
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	.86	428102	
LEXIS-NEXIS	136.00	428104	
MEDIATION CENTER			156.27*
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	3.66	428102	
COMMUNITY SUPERVISION			23.07*
STAR GRAPHICS SHARP	77.64	428073	
SHERIFF'S DEPARTMENT			77.64*
FED EX	307.76	428026	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	480.00	428040	
OFFICE DEPOT	1,513.65	428054	
AT&T	332.48	428069	
STAR GRAPHICS SHARP	221.84	428073	
CDW COMPUTER CENTERS, INC.	259.64	428092	
AMERICAN POLYGRAPH ASSOCIATION	150.00	428094	
UNITED STATES POSTAL SERVICE	596.15	428102	
BEAUMONT OCCUPATIONAL SERVICE, INC.	230.65	428108	
FIVE STAR FEED	239.90	428115	
GPSIT	480.00	428146	
RITA HURT	1,100.00	428157	
SPANKY'S WRECKER SERVICE INC	300.00	428164	
SAM'S CLUB DIRECT	15.00	428167	
SILSBEE FORD INC	7,250.16	428175	
TRANSUNION RISK AND ALTERNATIVE	477.00	428185	
EXCEL MEDICAL WASTE LLC	35.00	428190	
LONE STAR UNIFORMS	114.00	428197	
REPUBLIC SERVICES	45.00	428201	
LEA AID ACQUISITION COMPANY	4,135.00	428214	
CRIME LABORATORY			18,283.23*
FED EX	96.09	428026	
FISHER SCIENTIFIC	272.75	428027	
SOUTHEAST TEXAS WATER	79.90	428066	
STAR GRAPHICS SHARP	24.96	428073	
CAYMAN CHEMICAL COMPANY	59.00	428149	

NAME	AMOUNT	CHECK NO.	TOTAL
RDB SERVICES	500.00	428158	
ATTAINIT	380.92	428199	
JAIL - NO. 2			1,413.62*
CITY OF BEAUMONT - WATER DEPT.	16.00	428015	
ENTERGY	41,950.05	428031	
HERTZ CORPORATION	499.08	428037	
PETTY CASH - SHERIFF'S OFFICE	184.00	428057	
AT&T	958.16	428069	
STAR GRAPHICS SHARP	354.97	428073	
JEFFERSON COUNTY CREDIT CARDS	15.51	428150	
CONSTELLATION NEWENERGY - GAS DIVIS	2,824.52	428170	
KROPP HOLDINGS INC	187.15	428174	
REPUBLIC SERVICES	1,690.00	428201	
JUVENILE PROBATION DEPT.			48,648.42*
STAR GRAPHICS SHARP	38.82	428073	
CHERYL TARVER	54.00	428085	
UNITED STATES POSTAL SERVICE	22.27	428102	
LYNN BIERHALTER	129.60	428129	
SHARON STREETMAN	43.20	428130	
KESHA NIXON	46.00	428132	
BRIA LYNCH	22.68	428141	
JOSH CUYOS	201.42	428177	
SPOK INC	48.24	428181	
TANISHA GRIFFIN	300.24	428184	
ROXANA MITCHELL	360.72	428191	
CHRISTAL CHANNELL	184.68	428198	
KAREN RIGGS	189.54	428200	
SUMMER KENNERSON	45.36	428211	
JUVENILE DETENTION HOME			1,686.77*
ENTERGY	7,127.77	428031	
AT&T	688.04	428069	
STAR GRAPHICS SHARP	63.73	428073	
OAK FARM DAIRY	330.00	428088	
HANDLE WITH CARE BEHAVIOR	450.00	428107	
FLOWERS FOODS	115.97	428117	
BEN E KEITH FOODS	2,501.68	428119	
REPUBLIC SERVICES	455.00	428201	
CONSTABLE PCT 1			11,732.19*
STAR GRAPHICS SHARP	89.62	428073	
UNITED STATES POSTAL SERVICE	15.93	428102	
LEXISNEXIS- ACCURINT	115.00	428147	
JEFFERSON COUNTY CREDIT CARDS	202.17	428150	
INFOGROUP	492.39	428169	
SILSBEE FORD INC	53,225.90	428175	
EARL WHITE	30.00	428220	
CONSTABLE-PCT 2			54,171.01*
GREATER PORT ARTHUR	125.00	428029	
TEXAS STATE UNIVERSITY SAN MARS	450.00	428067	
LEXISNEXIS- ACCURINT	115.00	428147	
CONSTABLE-PCT 4			690.00*
STAR GRAPHICS SHARP	19.41	428073	
TRANSUNION RISK AND ALTERNATIVE	70.00	428186	
CONSTABLE-PCT 6			89.41*
STAR GRAPHICS SHARP	19.41	428073	
UNITED STATES POSTAL SERVICE	8.78	428102	
LEXISNEXIS- ACCURINT	115.00	428147	
CONSTABLE PCT. 7			143.19*

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS STATE UNIVERSITY SAN MARS CONSTABLE PCT. 8	150.00	428068	150.00*
STAR GRAPHICS SHARP COUNTY MORGUE	89.56	428073	89.56*
BJ TRANSPORT SERVICE, INC. SALAM INTERNATIONAL FMMS HOLDINGS OF TEXAS LLC	9,500.00 811.80 59,500.00	428009 428093 428161	69,811.80*
AGRICULTURE EXTENSION SVC			
STAR GRAPHICS SHARP SAM'S CLUB DIRECT	55.47 45.00	428073 428167	100.47*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT CLAYBAR FUNERAL HOME, INC. ENERGY STAR GRAPHICS SHARP AUSTIN CECIL WALKES MD PA UNITED STATES POSTAL SERVICE CENTERPOINT ENERGY RESOURCES CORP HEB CREDIT RECEIVABLES DEPT 308 PCM-G LEXISNEXIS- ACCURINT ESSLINE KNOX SAM'S CLUB DIRECT SPOK INC	80.00 2,997.00 128.24 103.29 2,932.58 76.11 70.85 14.53 995.00 115.00 113.94 15.00 22.86	428003 428017 428033 428073 428081 428102 428125 428134 428144 428147 428152 428167 428181	7,664.40*
HEALTH AND WELFARE NO. 2			
O.W. COLLINS APARTMENTS ENERGY MOODY-HARRIS FUNERAL HOME STAR GRAPHICS SHARP AUSTIN CECIL WALKES MD PA UNITED STATES POSTAL SERVICE HEB - PORT ARTHUR PCM-G LEXISNEXIS- ACCURINT SAM'S CLUB DIRECT SPOK INC	117.63 140.00 1,500.00 38.82 2,932.58 285.02 62.30 995.00 115.00 15.00 7.70	428019 428034 428048 428073 428081 428103 428139 428144 428147 428167 428181	6,209.05*
NURSE PRACTITIONER			
STAR GRAPHICS SHARP	19.41	428073	19.41*
ENVIRONMENTAL CONTROL			
SOUTHERN COMPUTER WAREHOUSE OFFICE DEPOT AT&T STAR GRAPHICS SHARP	544.83 214.82 31.21 89.62	428005 428054 428069 428073	880.48*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	24,241.36	428173	24,241.36*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE GUARDIAN FORCE CINTAS, INC. ECOLAB ENERGY M&D SUPPLY MOORE SUPPLY, INC. RALPH'S INDUSTRIAL ELECTRONICS ACE IMAGEWEAR	87.50 82.00 593.07 209.95 5,808.04 81.31 165.50 156.90 765.25	427998 428000 428014 428023 428031 428045 428049 428061 428063	

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	1,018.67	428069	
STAR GRAPHICS SHARP	19.41	428073	
OTIS ELEVATOR COMPANY	2,756.00	428116	
CENTERPOINT ENERGY RESOURCES CORP	316.10	428124	
A1 FILTER SERVICE COMPANY	732.70	428156	
WASTEWATER TRANSPORT SERVICES LLC	248.00	428178	
CLIMATEC LLC	1,040.50	428189	
REPUBLIC SERVICES	1,365.00	428201	
AT&T	4,512.81	428204	
CINTAS CORPORATION	172.38	428206	
MAINTENANCE-PORT ARTHUR			20,131.09*
DRAGO HARDWARE CO.	30.00	428021	
STAR GRAPHICS SHARP	58.23	428073	
TEXAS DEPT OF LICENSING &	40.00	428077	
SEARS COMMERCIAL CREDIT	950.97	428109	
LOWE'S HOME CENTERS, INC.	57.52	428110	
SAM'S CLUB DIRECT	30.00	428167	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	227.55	428188	
MAINTENANCE-MID COUNTY			1,394.27*
CITY OF NEDERLAND	32.21	428016	
ENTERGY	2,082.10	428031	
ACE IMAGEWEAR	60.24	428063	
AT&T	696.02	428069	
W. JEFFERSON COUNTY M.W.D.	59.46	428082	
COUNTY HOME AND RANCH LP	26.95	428155	
REPUBLIC SERVICES	109.00	428201	
SERVICE CENTER			3,065.98*
SPIDLE & SPIDLE	14,767.88	428001	
KINSEL FORD, INC.	569.49	428043	
THE MUFFLER SHOP	105.00	428050	
MUNRO'S	39.45	428051	
PHILPOTT MOTORS, INC.	29.06	428058	
STAR GRAPHICS SHARP	19.41	428073	
JEFFERSON CTY. TAX OFFICE	7.50	428096	
JEFFERSON CTY. TAX OFFICE	7.50	428097	
JEFFERSON CTY. TAX OFFICE	7.50	428098	
BUMPER TO BUMPER	63.47	428120	
MIGHTY OF SOUTHEAST TEXAS	89.19	428154	
SILSBEE FORD INC	882.34	428175	
REPUBLIC SERVICES	72.60	428201	
DENNIS LOWE	91.99	428209	
MIDNIGHT AUTO	99.95	428212	
VETERANS SERVICE			16,852.33*
STAR GRAPHICS SHARP	66.56	428073	
UNITED STATES POSTAL SERVICE	1.57	428103	
HILARY GUEST	114.26	428112	
			182.39*
MOSQUITO CONTROL FUND			669,224.64**
ENTERGY	525.60	428031	
MUNRO'S	82.20	428051	
RITTER @ HOME	32.97	428060	
AT&T	31.21	428069	
STAR GRAPHICS SHARP	19.41	428073	
TRIANGLE ENGINE DIST.	61.75	428078	
RED EWALD, INC.	3,395.00	428128	
REPUBLIC SERVICES	72.60	428201	
FAMILY GROUP CONFERENCING			4,220.74**
STAR GRAPHICS SHARP	19.41	428073	
J.C. FAMILY TREATMENT			19.41**

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.	148.85	428108	
JUDY PAASCH	111.35	428121	
PATRICIA VELASCO	1,225.00	428202	1,485.20**
SECURITY FEE FUND			
JEFFERSON COUNTY CREDIT CARDS	160.42	428150	160.42**
LAW LIBRARY FUND			
STAR GRAPHICS SHARP	19.41	428073	
THOMSON REUTERS-WEST	2,066.74	428172	
O'CONNOR'S	130.00	428203	2,216.15**
EMPG GRANT			
JEFFERSON COUNTY CREDIT CARDS	13.79	428150	13.79**
GRANT A STATE AID			
SAM HOUSTON STATE UNIVERSITY	260.00	428062	
SPOK INC	19.76	428181	279.76**
COMMUNITY SUPERVISION FND			
TIME WARNER COMMUNICATIONS	84.60	428075	
UNITED STATES POSTAL SERVICE	46.57	428102	
UNITED STATES POSTAL SERVICE	230.79	428103	
JCCSC	219.00	428151	
SAM'S CLUB DIRECT	30.00	428167	610.96**
JEFF. CO. WOMEN'S CENTER			
BEAUMONT ENTERPRISE	307.59	428025	
GOLD CREST ELECTRIC CO., INC.	286.72	428028	
ISI COMMERCIAL REFRIGERATION	388.64	428039	
KIM MCKINNEY, LPC, LMFT	75.00	428047	
OFFICE DEPOT	57.51	428054	
STAR GRAPHICS SHARP	38.82	428073	
SYSCO FOOD SERVICES, INC.	1,011.82	428074	
PETTY CASH - RESTITUTION I	39.00	428083	
BEN E KEITH FOODS	1,133.96	428119	
CENTERPOINT ENERGY RESOURCES CORP	317.10	428124	
REDWOOD TOXICOLOGY LABORATORY	324.50	428137	
SAM'S CLUB DIRECT	227.94	428166	
SAM'S CLUB DIRECT	75.00	428167	
SPOK INC	16.41	428181	
REPUBLIC SERVICES	91.00	428201	4,391.01**
COMMUNITY CORRECTIONS PRG			
STAR GRAPHICS SHARP	24.96	428073	24.96**
DRUG DIVERSION PROGRAM			
STAR GRAPHICS SHARP	22.19	428073	22.19**
COUNTY CLERK - RECORD MGT			
MANATRON	11,043.64	428138	
FILEX SYSTEMS, INC.	3,542.00	428153	14,585.64**
REGIONAL COMM. SAVNS			
SUNGARD PUBLIC SECTOR	10,580.00	428035	10,580.00**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.15	428102	1.15**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	293.00	428042	293.00**
HOTEL OCCUPANCY TAX FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT	1,500.00	428004	
CITY OF BEAUMONT - WATER DEPT.	139.51	428015	
AT&T	179.18	428069	
STAR GRAPHICS SHARP	87.36	428073	
GATOR COUNTRY LLC	5,000.00	428142	
SAM'S CLUB DIRECT	30.00	428167	
REPUBLIC SERVICES	72.60	428201	7,008.65**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	38.82	428073	38.82**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	9,410.00	428163	9,410.00**
CAPITAL PROJECTS FUND			
SILSBEE FORD INC	14,473.75	428175	14,473.75**
AIRPORT FUND			
ENTERGY	5,273.33	428032	
STAR GRAPHICS SHARP	38.82	428073	
UNITED STATES POSTAL SERVICE	7.43	428102	
DISH NETWORK	95.53	428136	
REPUBLIC SERVICES	217.80	428201	5,632.91**
SETEC FUND			
A&A ELECTRIC CO OF BEAUMONT INC	8,339.50	427999	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	428165	
REPUBLIC SERVICES	1,332.80	428201	11,324.30**
LIABILITY CLAIMS ACCOUNT			
STEVENS BALDO FREEMAN & LIGHTY LLP	1,745.00	428159	1,745.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	8,153.28	428126	
TRISTAR RISK MANAGEMENT	3,278.00	428127	11,431.28**
SHERIFF'S FORFEITURE FUND			
BELL HELICOPTER TEXTRON, INC.	51.50	428006	
AVIALL	126.21	428008	
CDW COMPUTER CENTERS, INC.	4,004.20	428092	
SILSBEE FORD INC	14,360.79	428175	
ONSITE AVIONICS LLC	400.00	428180	18,942.70**
MARINE DIVISION			
VERIZON WIRELESS	531.86	428100	
AIRSURE LIMITED LLC	1,021.00	428133	1,552.86**
			805,257.81***

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Office (409) 835-8442  
Fax (409) 835-8628  
eddiearnold@co.jefferson.tx.us

*Eddie Arnold*  
*Jefferson County*  
*Commissioner Det. #1*

December 10, 2016

Loma George  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for the Jefferson County Commissioners' Court meeting scheduled for December 12, 2016.

Consider and possibly approve exempting the following groups from paying for security during their scheduled events for the year 2017, Dispute Resolution Center, Jefferson County Bar Association, Jefferson County Democratic Party, Jefferson County Republican Party, Jefferson County Libertarian Party, Jefferson County Green Party, Election School, Jefferson County Clerk's office for meetings and training related to Elections, Jefferson County Coalition for Victims of Crime, Family Services, and Jefferson County Deputy Constable Association. The security expense will be paid via budgeted funds.

Thank you,

Eddie Arnold  
County Commissioner, Pct. #1

**AGENDA ITEM****December 12, 2016**

Consider, possibly approve and authorize the County Judge to execute a Certificate for Order and adoption of an Order Levying Taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Refunding Bonds, Series 2016A and Taxable Series 2016B pursuant to Section 23, Chapter 197, Acts of the 58<sup>th</sup> Legislature, Regular Session, 1963. (This order is substantially identical to the order adopted on September 22, 2008 relating to the Port's last unlimited tax bonds issued in 2008.)

MEMORANDUM

LAW OFFICES  
McCALL, PARKHURST & HORTON L.L.P.

717 NORTH HARWOOD  
SUITE 900  
DALLAS, TEXAS 75201-6587  
TELEPHONE: 214 754-9200  
FACSIMILE: 214 754-9250

600 CONGRESS AVENUE  
SUITE 1800  
AUSTIN, TEXAS 78701-3248  
TELEPHONE: 512 478-3805  
FACSIMILE: 512 472-0871

700 N. ST. MARY'S STREET  
SUITE 1525  
SAN ANTONIO, TEXAS 78205-3503  
TELEPHONE: 210 225-2800  
FACSIMILE: 210 225-2984

TO: Jeff Branick, County Judge  
Jefferson County

FROM: Gregory B. Salinas

DATE: December 6, 2016

RE: Agenda item and order for the Jefferson County Commissioners Court meeting to be held on Monday, December 12, 2016 relating to certain unlimited tax refunding bonds of the Port of Port Arthur Navigation District of Jefferson County, Texas

As you may recall from the issuance of unlimited tax bonds by the Port of Port Arthur Navigation District of Jefferson County, Texas (the "Port") in 2008 (during the Hurricane Ike event), the Commissioners Court of Jefferson County adopted an order levying the taxes necessary to pay those bonds of the Port. The reason the Commissioners Court adopted the order is that the Port's enabling legislation contains a provision which reads "*The Commissioners Court of Jefferson County, Texas, shall, upon the requisition of the Board of Port Commissioners, levy taxes necessary to pay the interest on the bonded debt and to create a sinking fund to retire the principal thereof . . .*" Section 23, Chapter 197, Acts of the 58th Legislature, Regular Session, 1963. The Texas Attorney General's Office, which approves the Port's bonds, believes the Commissioners Court must take affirmative action levying the taxes to pay the bonds of the Port.

The Board of Port Commissioners (the "Port Board") of the Port has authorized the sale and issuance of its Unlimited Tax Port Refunding Bonds, Series 2016A and Taxable Series 2016B (the "2016 Bonds") to refund the 2008 bonds for savings. The Port requests the following item be included in the agenda of the regularly scheduled Jefferson County Commissioners Court meeting on Monday, December 12, 2016:

"Adoption of an order levying taxes for Port of Port Arthur Navigation District of Jefferson County, Texas Unlimited Tax Port Refunding Bonds, Series 2016A and Taxable Series 2016B"

Attached is the form of order of the Commissioners Court is requested to adopt on Monday, December 12, 2016, relating to the 2016 Bonds. This order is substantially identical to the order adopted by the Commissioners Court on September 22, 2008 relating to the Port's last unlimited tax bonds issued in 2008. By December 12, 2016, the Port will provide to the Commissioners Court certified copies of the order of the Port Board, adopted on October 19, 2016, which will be the "requisition" to the Commissioners Court to make the tax levy set forth in the order.

I understand that the Commissioners Court meeting on December 12 is a regularly scheduled meeting and note that Section 81.006, Texas Local Government Code, requires at least four member quorum of the Commissioners Court to levy a tax.

The order to be adopted by the Commissioners Court only levies taxes relating to the 2016 Bonds of the Port and is the Port's tax (being levied by the Commissioners Court). There is no impact on Jefferson County's credit. The Bonds are not obligations of Jefferson County and shall not be construed to constitute an indebtedness or pledge of the credit of the county. Such tax is not a tax of Jefferson County, but is a tax of the Port relating to the Bonds.

If you have any questions, please do not hesitate to call me at 512-478-3805 or Scot Sheldon, General Counsel to the Port, at 409-835-3891.

cc: Floyd Gaspard, Port  
Scot Sheldon, Moore Landrey, LLP

CERTIFICATE FOR ORDER

STATE OF TEXAS §
COUNTY OF JEFFERSON §

We, the undersigned officers of Jefferson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in a REGULARLY SCHEDULED MEETING ON THE 12TH DAY OF DECEMBER, 2016, at the County Courthouse in Beaumont, Texas (the "Meeting"), and the roll was called of the duly constituted Commissioners Court of the County, to-wit:

- Jeff Branick - County Judge
Eddie Arnold - County Commissioner, Precinct 1
Brent Weaver - County Commissioner, Precinct 2
Michael Sinegal- County Commissioner, Precinct 3
Everette "Bo" Alfred - County Commissioner, Precinct 4

and all of the persons were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

Order Levying Taxes for Port of Port Arthur Navigation District of Jefferson County, Texas
Unlimited Tax Port Refunding Bonds, Series 2016A and Taxable Series 2016B

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be passed; and, after due discussion, said motion carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: 5\_
NOES: 0\_

2. A true, full and correct copy of the Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Order has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Order would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was

open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Order; that the County Judge and the County Clerk of the County have duly signed the Order; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Order for all purposes.

**SIGNED AND SEALED** the 12<sup>th</sup> day of December, 2016.

*Carolyn L. Gaudy*  
\_\_\_\_\_  
County Clerk

*[Signature]*  
\_\_\_\_\_  
County Judge



**ORDER LEVYING TAXES FOR PORT OF PORT ARTHUR NAVIGATION  
DISTRICT OF JEFFERSON COUNTY, TEXAS UNLIMITED TAX  
PORT REFUNDING BONDS, SERIES 2016A AND TAXABLE SERIES 2016B**

STATE OF TEXAS                   §  
COUNTY OF JEFFERSON       §

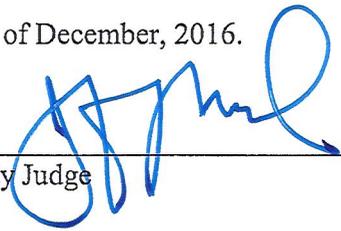
WHEREAS, the Port of Port Arthur Navigation District of Jefferson County, Texas (the "District") has authorized the issuance of the District's Unlimited Tax Port Refunding Bonds, Series 2016A and its Unlimited Tax Port Refunding Bonds, Taxable Series 2016B in an aggregate principal amount not to exceed \$25,000,000 (collectively, the "Bonds") and has requisitioned the Commissioners Court to levy taxes to pay such Bonds; and

WHEREAS, Chapter 197, Acts of the 58th Texas Legislature, Regular Session, 1963, as amended, requires the Commissioners Court, upon such requisition, to levy such taxes; therefore

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

That during each year while any of the Bonds or interest thereon are outstanding and unpaid, there shall be computed and ascertained a rate and amount of ad valorem tax that will be sufficient to raise and produce the money necessary to pay the interest on the Bonds and to create a sinking fund to retire the principal of the Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the District, with full allowance being made for tax delinquencies and the cost of tax collection and said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the District for each year while any of the Bonds or interest thereon are outstanding and unpaid. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

PASSED AND APPROVED this 12<sup>TH</sup> day of December, 2016.

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

ATTEST:

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





Joleen E. Fregia  
 Chief Deputy  
 E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Tim Funchess  
 County Treasurer  
 1149 Pearl Street – Basement  
 Beaumont, Texas 77701

Office (409) 835-8509  
 Fax (409) 839-2347  
 E-Mail  
[tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

December 7, 2016

Judge Jeff R. Branick and  
 Commissioners Court  
 Jefferson County Courthouse  
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of November 30, 2016, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.338%. The interest rate on funds invested in an investment account at Wells Fargo is currently .10%.

The 90 day Treasury interest rate on November 30, 2016 was 0.488% and the interest on your checking accounts for the month of November was .10%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda December 12, 2016, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for November, 2016, including the year to date total earnings on County funds.

## JEFFERSON COUNTY MONTH END NOVEMBER 30, 2016 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
<b>POOLED CASH ACCOUNT</b>	01-Nov-16		\$7,727.76		100	0.100%	30-Nov-16	NONE	30	30	7580310386	WELLS FARGO	\$7,727.76			\$7,727.76
<b>CDs and Securities</b>																
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.375%	21-Jun-19	21-Dec-16	933	1095	3136G3RD9	WELLS SECURITIES	\$1,995,700.00	\$99.79	\$12,222.22	\$0.00	\$2,007,922.22
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-16	933	1095	3136G3RM9	NATIONAL ALLIANCE	\$1,982,740.00	\$99.14	\$12,444.44	\$0.00	\$1,995,184.44
FHLMC 1.25%	30-Sep-16	\$2,000,000.00	\$2,000,000.00	100	1.250%	30-Sep-19	30-Mar-16	1034	1095	3134G4HW7	NATIONAL ALLIANCE	\$1,970,520.00	\$96.53	\$4,236.11	\$0.00	\$1,974,756.11
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00	100	1.300%	18-Oct-19	18-Jan-17	1052	1095	3134G4PF5	NATIONAL ALLIANCE	\$1,972,460.00	\$98.62	\$3,105.56	\$0.00	\$1,975,565.56
FHLMC 1.30%	23-Aug-16	\$4,000,000.00	\$4,000,000.00	100	1.300%	23-Aug-19	23-Jan-17	996	1095	3134GAAF1	COASTAL SECURITIES	\$3,967,640.00	\$99.19	\$14,300.00	\$0.00	\$3,981,940.00
ICD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00	100	1.350%	12-Feb-19	None	804	1096	05580ADT8	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,018.16	\$1,669.41	\$249,018.16
ICD-Discover BK 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	None	713	1096	254672WL8	WELLS SECURITIES	\$248,000.00	\$100.00	\$184.81	\$3,978.87	\$248,184.81
ICD-Ally Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	None	713	1096	02006LVQ3	WELLS SECURITIES	\$248,000.00	\$100.00	\$184.81	\$3,978.87	\$248,184.81
ICD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21	100	1.650%	13-Nov-18	None	713	1096	38148JZ53	WELLS SECURITIES	\$248,000.00	\$100.00	\$190.59	\$4,103.21	\$248,190.59
* (Investment CD's)														\$47,886.70		
<b>INVESTMENT ACCT</b>		<b>TOTAL PAR</b>	<b>AMT. INVESTED</b>		<b>WEIGHTED AVG. YLD</b>	<b>EQUIVALENT TREAS. RATE</b>			<b>WEIGHTED AVG.</b>	<b>MATURITY</b>		<b>TOTAL MARKET VALUE</b>				<b>TOTAL BOOK VALUE</b>
		\$7,727.76	\$7,727.76		1.338%	0.964%		971	DAYS			\$7,727.76				\$12,881,060.00
<b>CDs and Securities</b>		\$12,992,000.00	\$12,992,032.95									\$12,881,060.00				\$12,936,674.46
<b>TOTALS ALL ACCTS:</b>		<b>\$12,999,727.76</b>	<b>\$12,999,760.71</b>									<b>\$12,888,787.76</b>				<b>\$12,936,674.46</b>
<b>PLEDGE COLLATERAL REPORT WELLS FARGO</b>																
<b>ALL COUNTY FUNDS</b>																
<b>AS OF NOVEMBER 30, 2016</b>																
MARKET VALUE OF PLEDGE SECURITIES			\$107,995,811.08													
BALANCE IN ALL ACCOUNTS:			\$64,843,155.08													
OVER OR (UNDER) AMOUNT:			\$43,152,656.00													
																166.55%

*Tim Finckes, Jefferson County Investment Officer*

*Tom Finckes*

This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act  
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

### NOVEMBER, 2016, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	COUPON
<b>POOLED CASH ACCOUNT</b>	01-Nov-16		\$7,727.76		0.100%	30-Nov-16		30	7580310386	WELLS FARGO	\$0.57	
FNMA 1.35%	23-May-16	\$2,000,000.00	\$2,000,000.00	100	1.350%	23-May-19	23-Nov-16	1095	3136G3LR4	NATIONAL ALLIANCE	\$13,500.00	<b>CALLED</b>
ICD-Discover BK 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	14-Nov-16	1096	254672WL8	WELLS SECURITIES	\$2,000.31	<b>COUPON</b>
ICD-Ally Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	14-Nov-16	1096	02006LVQ3	WELLS SECURITIES	\$2,000.31	<b>COUPON</b>
ICD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21	100	1.650%	13-Nov-18	14-Nov-16	1096	38148JZ53	WELLS SECURITIES	\$2,062.82	<b>COUPON</b>
<b>CHECKING INTEREST</b>												\$19,564.01
<b>POOLED CASH ACCT</b>										WELLS FARGO	\$3,406.11	
<b>OTHER COUNTY ACCTS</b>										WELLS FARGO	\$531.00	
<b>TAX LICENSE ACCT</b>										WELLS FARGO	\$44.54	
<b>TOTAL</b>			<b>\$2,751,727.76</b>								<b>\$23,545.66</b>	<b>\$23,545.66</b>

<b>FISCAL YEAR 2016-2017</b>			
<b>YIELD TO MATURITY AND INTEREST EARNINGS</b>			
<b>MONTH</b>	<b>90 DAY T. BILL YIELD</b>	<b>INVESTMENT INTEREST EARNED</b>	<b>CHECKING ACCOUNT YIELD</b>
OCTOBER	0.366%	\$3,646.03	0.100%
NOVEMBER	0.480%	\$23,545.66	0.100%
DECEMBER			
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
<b>ANNUAL TOTALS</b>		<b>\$ 27,191.69</b>	



# Resolution

STATE OF TEXAS

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§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 12th day of December, 2016, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

**WHEREAS, ADRA ANN MILLER**, has devoted 26 years serving the people of Jefferson County with pride and professionalism; and Whereas, Adra Ann Miller has gone over and beyond the call of duty to make sure the citizens of Jefferson County have been provided with accurate record keeping and excellent customer service. Her work family will carry with them a lifelong memory of a beautiful, helpful, caring and dedicated worker. Her loyal friendship, keen eye for accuracy, helpful nature and never ending personal vault of anything you may ever need will truly be missed by all.

**WHEREAS, ADRA ANN MILLER**, has dedicated her exceptional work ethics and knowledge to her position as a Deputy Clerk for the Jefferson County District Clerk’s Office; and

**WHEREAS, ADRA ANN MILLER**, has unselfishly served as a Deputy District Clerk in the Records Management Division of the Jefferson County District Clerk’s Office and has earned the respect of the public as well as her colleagues.

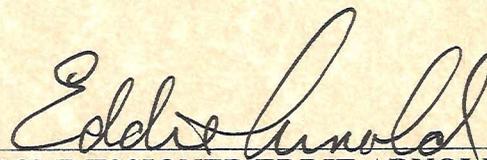
**WHEREAS**, having made a significant contribution to the Jefferson County District Clerks’ Office, **ADRA ANN MILLER**, is recognized for going over and beyond what was asked of her to promote the common good and welfare of the citizens of Jefferson County as well as her generosity to all those who have had the privilege of working with her throughout her career.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **ADRA ANN MILLER**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

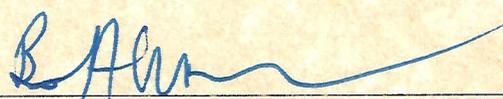
SIGNED this 12<sup>TH</sup> day of December, 2016.

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



  
\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

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

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

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4



# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 12th day of December, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under The Supreme Court of Texas's direction, has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days; and

WHEREAS, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public (for a fee) through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the county and district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

WHEREAS, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records by the public including having the option of offering county records through an electronic information system and may provide (on a contractual basis) direct access to the public, by statute:

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Jefferson County and our taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

BE IT FURTHER RESOLVED, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local control by commissioners court in the administration of our duties concerning records held by the county and district clerk or how the county chooses to offer these records to the public.

BE IT FURTHER RESOLVED, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

SIGNED this 12<sup>TH</sup> day of December, 2016.

**JUDGE JEFF R. BRANICK**  
County Judge



**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4

---

IN RE ALL CASES FILED  
IN THE DRUG IMPACT COURT  
OF JEFFERSON COUNTY, TEXAS

LOCAL RULES GOVERNING  
ELECTRONIC FILING IN CRIMINAL CASES FOR THE  
DRUG IMPACT COURT OF JEFFERSON COUNTY, TEXAS

IT IS ORDERED THAT:

**Scope:**

1. All cases filed in the Drug Impact Court of Jefferson County, Texas shall be, and they are designated E-File cases in accordance with the Texas Supreme Court Order of October 1, 2015 under Misc. Docket No. 15-9205 beginning on **December 19, 2016** for all cases EXCEPT cases where defendant is pro se shall not be designated or subject to further orders of this court.
- 1.1 All documents will be filed through EfileTexas.gov.

**Documents to be Filed:**

2. All filings by the parties shall be electronically filed with the following exceptions:
  - a) charging instruments;
  - b) documents filed under seal or presented to the court in camera; and
  - c) documents to which access is otherwise restricted by these rules, law or court order.
- 2.1 *Discovery:* only the certificates of discovery need be electronically filed, which consist of the serving of discovery requests and the serving of responses. Neither the requests nor the answers or production of documents shall be electronically filed.
- 2.2 *Medical and Mental Health Records:* If medical or mental health records have been subpoenaed or obtained with an affidavit or authorization for use at a hearing or trial of a matter, such records shall not be filed electronically. A party wishing to use such records need only file a Notice of Intent to Use Medical/Mental Health Records along with the business record affidavit. Medical and Mental Health records are not to be electronically filed with the clerk.

**Documents containing Signatures:**

3. A document that is electronically served, filed, or issued by a court or clerk is considered signed if the document includes;
  - a) a “/s/” and name typed in the space where the signature would otherwise appear, unless the document is notarized or sworn; or
  - b) an electronic image or scanned image of the signature.
- 3.1 If a paper document must be notarized, sworn to, or made under oath, the filer may electronically file the paper document as a scanned image containing the necessary signature(s).
- 3.2 If a paper document requires the signature of an opposing party, the filer may electronically file the paper document as a scanned image containing the opposing party’s signature.
- 3.3 These rules do not affect court reporters, exhibits filed in a hearing or trial, or *in camera* documents filed directly with a judge.

**Format:**

4. An electronically filed document must:
  - a) be in text-searchable portable document (PDF);
  - b) be directly converted to PDF rather than scanned, if possible;
  - c) not be locked;
  - d) otherwise comply with the Technology Standards set by the Judicial Committee on Information Technology and approved by the Supreme Court and the Court of Criminal Appeals;
  - e) contain the email address of the person electronically filing a document.

**Timely Filing:**

5. A document is considered timely filed if it is electronically filed at any time before midnight (in the court’s time zone) on the day of the filing deadline. An electronically filed document is deemed filed when transmitted to the filing party’s electronic filing service provider, except if the document is transmitted on a Saturday, Sunday or legal holiday, it is deemed filed on the next day that is not a Saturday, Sunday or legal holiday.
  - 5.1 If a document is untimely filed due to a technical failure or system outage, the filing party may seek appropriate relief from the court.
  - 5.2 Non-conforming documents may be refused by the clerk’s office if they fail to conform to these rules. The clerk *may* identify the error to be corrected and state a deadline for the party to resubmit the document in a conforming format.

**Service of Documents:**

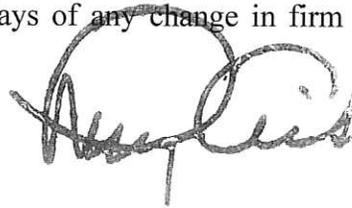
6. Every notice, pleading, plea, motion or other form of request required to be served, except as otherwise expressly provided by these rules, may be served by delivering a copy of the party to be served, or the party's duly authorized agent or attorney of record.
- 6.1 The party or attorney of record shall certify to the court compliance with the rule in writing above the signature on the filed instrument. A certificate by a party or an attorney of record, or the return of the officer, or the affidavit of any other person showing service of a notice shall be prima facie evidence of the fact of service. Nothing herein shall preclude any party from offering proof that the document, notice, or instrument was not received, and upon so finding the court may extend the time for taking the action required of such party or grant such other relief as it deems just.

**Sensitive Data Prohibited:**

7. An electronic or paper document containing sensitive data may not be filed with a court unless the sensitive data is redacted. Documents containing sensitive data may be filed with a court when the data's inclusion is specifically required by a statute, court rule, or administrative regulation. Sensitive data must be redacted by using the letter "X" in place of each omitted digit or character or by removing the sensitive data in a manner indicating that the data has been redacted. The filing party must retain an unredacted version of the filed document during pendency of the case and any related appellate proceedings filed within three years of the date the judgment is signed.
- 7.1 If an electronic or paper document must contain sensitive data, the filing party must state on the upper left-hand side of the first page, "NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA." This notice is not required if the only sensitive data contained in the document is exempt from redaction under Texas Rules of Appellate Procedure 9.10.

**Obligation of Registered E-File Users:**

8. Parties or attorneys who register to use the electronic filing system shall notify the e-filing system and clerk within 10 days of any change in firm name, delivery address, fax number or email address.




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HONORABLE LARRY GIST

**Ron Westphal**

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**From:** Ron Westphal <ronaldw@co.jefferson.tx.us>  
**Sent:** Tuesday, December 06, 2016 2:02 PM  
**To:** 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Jody Jannise, Prct 1 Foreman; Kenneth Minkins; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; Rhonda Conlin, Environmental Control; Shedrick Evans, Prct 4 Executive Asst  
**Subject:** Ridgecrest Unit 4 REPLAT - Precinct #2  
**Attachments:** 2016 12 05 - Ridgecrest Unit 4 REPLAT (SIGNED).pdf

Gentlemen,

Attached is a Replat of Ridgecrest Unit 4, this replat takes four lots and splits them into smaller lots. This area is Located in Precinct 2 off Highway 365 near LaBelle Road and lies within the Beaumont ETJ. This replat meets Engineering criteria.

This item will be on the agenda for Monday, December 12, 2016. If you have any questions feel free to call Don or myself.

Ron

*Ronald Westphal*  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701  
Offc. 409 835-8584  
Fax. 409 835-8718  
email: [ronaldw@co.jefferson.tx.us](mailto:ronaldw@co.jefferson.tx.us)

# BEAUMONT

— T E X A S —

December 5, 2016

RON WESTPHAL  
JEFFERSON COUNTY ENGINEERING  
1149 PEARL 5TH FL  
BEAUMONT TX 77701  
ETJ plats

Dear Mr. Westphal:

Please see the enclosed replat of replat of Lot 1, Lot 8 & Lot 9, Block 5 and Lot 10, Block 6 of Ridgecrest Subdivision, Unit Four into Lot 1A, Lot 1B, Lot 8A, Lot 8B & Lot 9, Block 5 & Lot 10A & Lot 10B, Block 6 of Ridgecrest Subdivision, Unit Four, Jefferson County, Texas. Please place this on the Commissioner's Court Agenda as soon as possible.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at [rrowzee@beaumonttexas.gov](mailto:rrowzee@beaumonttexas.gov).

Thank you,



Raymond Rowzee  
Planner I



Permit No. 06-P-16

Precinct No. 2 & 4

BOND# 015052590

APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)

Date November 15, 2016

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Praxair, Inc. (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of Hydrogen, location of which is fully described as follows:

EXISTING PIPE LINE. OLD PERMIT # 0252 Jefferson County.  
TRACTS JE 1, JE-4.5, JE-6.4, JE-20.1, JE-2.7  
Crossing Ebner Rd, League Rd, Johnson Rd, GAULDING Rd, Glenbrook Rd, Labelle  
5 pages of drawings attached. & Bluebonnet Rd.

Construction will begin on or after n/a, existing, 20 n/a.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 2003, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>7</u> road crossing @ \$100.00	\$ <u>700.00</u>
_____ miles parallel @ \$150.00/mile or fraction	\$ _____
TOTAL	\$ <u>700.00</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company Praxair, Inc.

By Brian C. Morgan

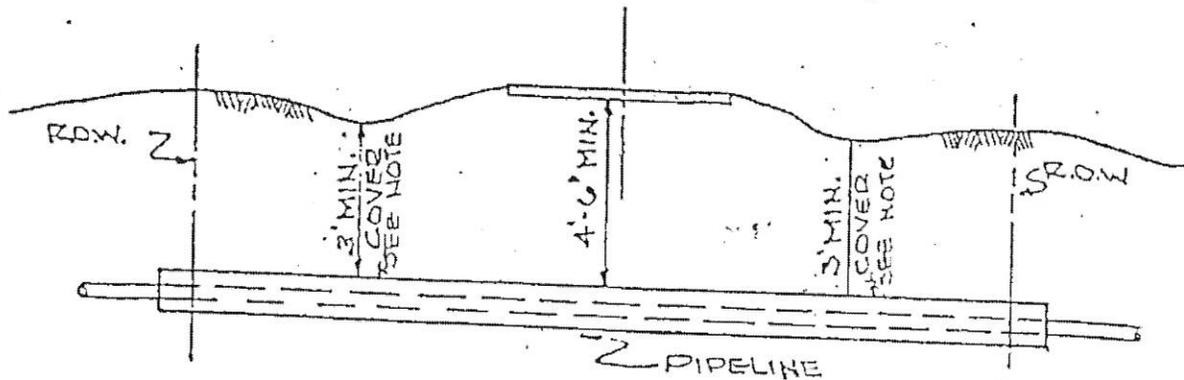
Title Director, Corporate Real Estate

Address 10 Riverview Drive

Danbury CT 06810

Phone No. 203-837-2285

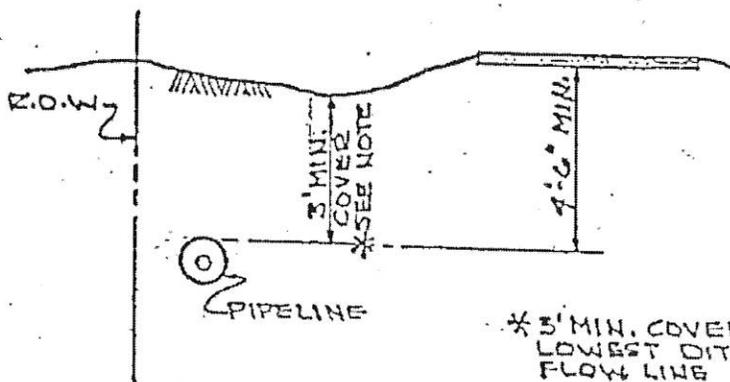
FAX No. 203-837-2549



3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

NOTE: CASING TO EXTEND  
1'-0\"/>

# 1. STANDARD PIPELINE CROSSING



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

# 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT. PIPELINE DETAILS (STD.)
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## ENGINEERING ACTION FORM

The minimum standard bond required is \$ 35,000.00 —

  
 \_\_\_\_\_  
 Director of Engineering

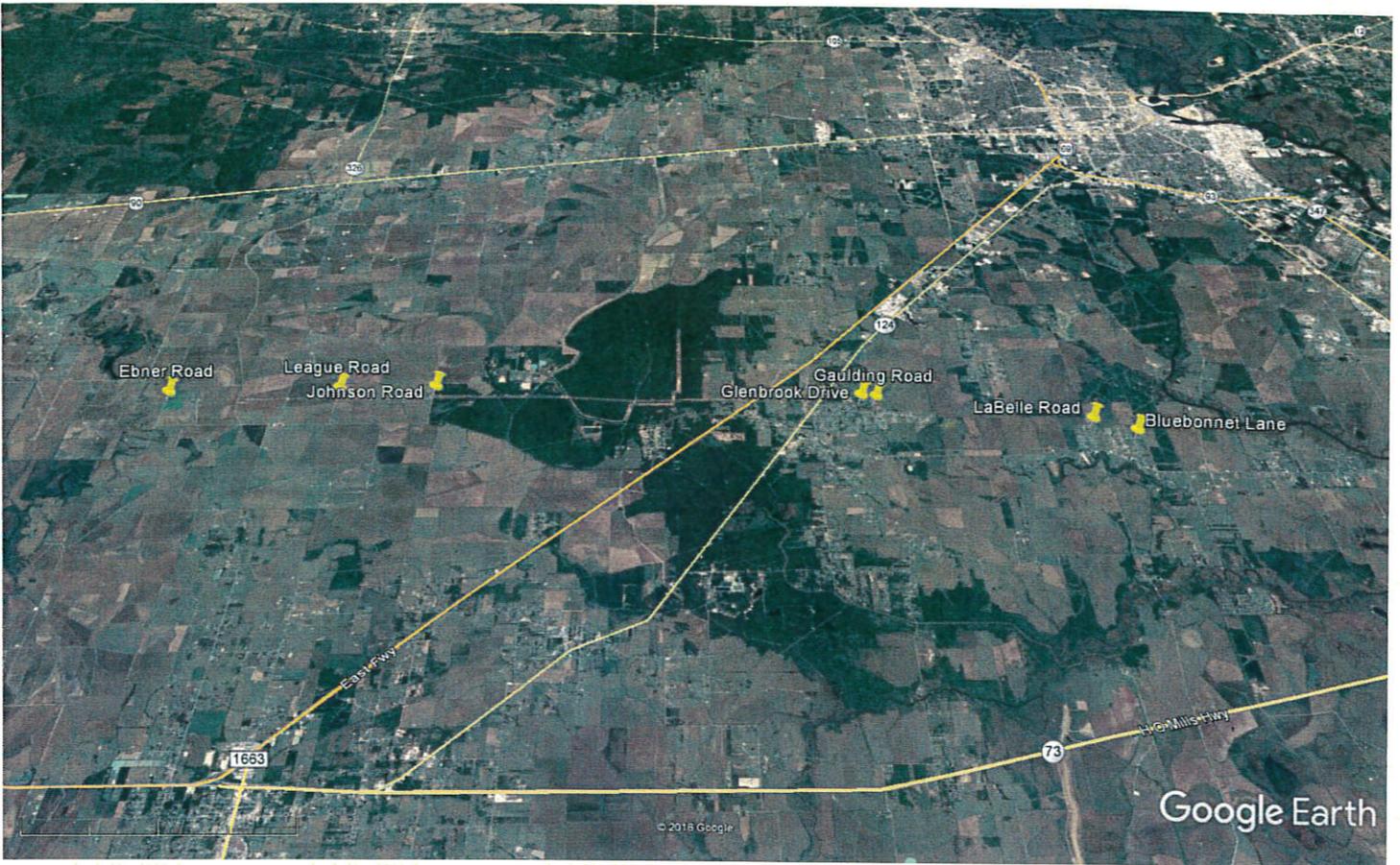
12/07/16  
 \_\_\_\_\_  
 Date

## COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 35,000.00 —. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By   
 \_\_\_\_\_  
 County Judge



Google Earth













Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

## PERFORMANCE BOND

Bond Number: 015052590

KNOW ALL MEN BY THESE PRESENTS, that we

Praxair, Inc.

, as principal (the "Principal"),

and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto Jefferson County

1149 Pearl Street 5th Floor, Beaumont, TX 77701

the penal sum of

, as obligee (the "Obligee"), in

Thirty-five Thousand And No/100

Dollars ( \$35,000.00 ),

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, entered into a contract (the "Contract") with the Obligee for

Construct, install, operate and maintain underground pipeline that intersects City roads

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or
  - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
  - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefor to the Obligee; or
    - b. Deny liability in whole or in part and notify the Obligee citing reasons therefor.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligee for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligee by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Obligee.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract or such time period as otherwise permitted by relevant statute. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

DATED as of this 21st day of November, 2016.

WITNESS/ATTEST:

Dany M. Gomez

Praxair, Inc.  
(Principal)

By: \_\_\_\_\_ (Seal)

Name: Christopher M. Tiberio  
Title: Director, Risk and Insurance

**LIBERTY MUTUAL INSURANCE COMPANY**  
(Surety)

By: TerryAnn Gonzales-Selman (Seal)  
TerryAnn Gonzales-Selman, Attorney-in-Fact

### Individual Acknowledgment

State of \_\_\_\_\_  
County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known and known to me to be the person described in and who executed the foregoing instrument  
and \_\_\_he\_\_\_ thereupon acknowledged to me that \_\_\_he\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public

### Partnership/L.L.C. Acknowledgment

State of \_\_\_\_\_  
County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known and known to me to be one of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument and \_\_\_\_\_ he \_\_\_\_\_ thereupon acknowledged  
to me that \_\_\_he\_\_\_ executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

### Corporate Acknowledgment

State of Connecticut  
County of Fairfield

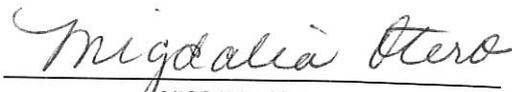
On the 28<sup>th</sup> day of November, 2016, before me personally appeared  
Christopher M. Tiberio  
to me known, who being by me duly sworn, did depose and say the \_\_\_\_\_ he \_\_\_\_\_ is the Director,  
RISK and Insurance of the Praxair, Inc.  
the corporation described in and which executed the foregoing instrument that \_\_\_\_\_ he \_\_\_\_\_ knows  
the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so  
affixed by order of the board of directors of said corporation, and that \_\_\_\_\_ he \_\_\_\_\_ signed his  
name thereto by like order.

Paula J. Cleary  
\_\_\_\_\_  
Notary Public

Commission Expires September 30, 2020

**ACKNOWLEDGMENT OF ANNEXED INSTRUMENT****STATE OF NEW YORK****COUNTY OF KINGS**

On November 21 2016 before me, the undersigned, a Notary Public in and for said state, personally appeared TerryAnn Gonzales-Selman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in his/her capacity as Attorney-in-fact of Liberty Mutual Insurance Company and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



**MIGDALIA OTERO**  
Notary Public, State of New York  
No. 01OT6316321  
Qualified in Kings County  
Commission Expires December 8, 2018

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

Certificate No. 7361556

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annette Leuschner; Francesca Papa; James Holland; Mariya Leonidov; Migdalia Otero; Terry Ann Gonzales-Selman; Theresa Giraldo; Vincent Moy; William G. Morrissey

all of the city of New York, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of May, 2016.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 11th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21 day of November, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2015

Assets		Liabilities	
Cash and Bank Deposits.....	\$753,038,641	Unearned Premiums.....	\$6,580,520,311
*Bonds — U.S Government.....	1,547,613,446	Reserve for Claims and Claims Expense.....	16,917,138,677
*Other Bonds.....	11,088,162,545	Funds Held Under Reinsurance Treaties.....	210,794,503
*Stocks.....	9,919,835,033	Reserve for Dividends to Policyholders.....	358,033
Real Estate.....	295,926,247	Additional Statutory Reserve.....	29,659,093
Agents' Balances or Uncollected Premiums.....	4,487,501,643	Reserve for Commissions, Taxes and Other Liabilities.....	<u>2,789,478,276</u>
Accrued Interest and Rents.....	120,872,424	<b>Total.....</b>	<b><u>\$26,527,948,893</u></b>
Other Admitted Assets.....	<u>14,130,266,527</u>	Special Surplus Funds.....	\$67,890,944
		Capital Stock.....	10,000,000
		Paid in Surplus.....	8,829,183,823
		Unassigned Surplus.....	6,908,192,846
<b>Total Admitted Assets.....</b>	<b><u>\$42,343,216,506</u></b>	<b>Surplus to Policyholders.....</b>	<b><u>15,815,267,613</u></b>
		<b>Total Liabilities and Surplus.....</b>	<b><u>\$42,343,216,506</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2015, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 15th day of March, 2016.

*T. Mikolajewski*

Assistant Secretary

## Jefferson County Historical Commission 2017 Appointees

Sarah	Bellian	Active	818 Marion Street, Port Neches 77651
Bill	Cummings	Active	10882 Farm Road 421, Kountze, TX 77625
Jessie	Davis	Active	P. O. Box 2224, Winnie TX 77665
Theresa	Goodness	Active	985 19th Street, Beaumont TX 77706
Bruce	Hamilton	Active	7730 Chelsea Place, Beaumont TX 77706
Brenda	Jackson	Active	5075 Oakmont Drive, Beaumont TX 77706
Steven	Lewis	Active	540 Campus Street, Beaumont TX 77705
Mike	McGreevy	Active	1030 West Drive, Port Neches TX 77651
Les	McMahen	Active	8031 Chimney Rock, Port Arthur 77642
Linda	McMahen	Active	1149 Pearl Street – Third Floor Beaumont, TX 77701
Paul	Prosperie	Active	2629 8 <sup>th</sup> Street, Port Neches TX 77651
Don	Smart	Active	P.O. Box 591 Hardin, TX 77561
Jimmy	Sparks	Active	2291 Pine Street, Beaumont TX 77704
Jen	Trenbeath	Active	2058 Briarcliff, Beaumont TX 77706

CONTRACT  
for  
**JEFFERSON COUNTY**

**EMPLOYEE ASSISTANCE PROGRAM**

Provided  
by  
**INTERFACE EAP**



This contract is between **JEFFERSON COUNTY** and Interface EAP for an Employee Assistance Program (EAP) as described below:

## **I. Services**

Individuals eligible for EAP services are defined as the employee and family members. Family members are defined as: spouse, domestic partner, and/or legal dependants.

The services to be provided by Interface EAP are as follows:

1. Twenty-four hour telephone service with both a local Houston and a toll-free national number for employees and family members to use for any personal problem.

2. Diagnosis, assessment, initial treatment planning, and if necessary a referral for personal problems, particularly those with the potential for affecting work performance. This includes consultation with our professionals until an accurate diagnosis and initial treatment plan is reached for each client of the EAP.

3. Supervisory/Management training for supervisors on recognizing, documenting, and referring an employee with job performance issues to the EAP, as well as providing information on all services of the EAP.

4. An employee orientation will be available to familiarize all employees with the services provided by the EAP and the process for utilizing the program.

NOTE: Both supervisory training and employee orientations will be presented either by video or a Program Coordinator and will include printed materials. Please see Section VII, Available In-Service Hours, for the number of hours available to **JEFFERSON COUNTY** for Supervisory/Management training and/or Employee Orientations. Travel costs for hotel and transportation may be charged back to **JEFFERSON COUNTY** for in-person meetings depending on location and group size.

5. Ongoing program awareness in the form of posters, handouts, and promotional flyers for distribution and display.

6. Assistance in establishing a clear policy letter concerning **JEFFERSON COUNTY's** position on employees who use the EAP.

7. Quarterly utilization reports. This will include nature of the contact, referral source, and demographics of employees, providing that certain information will not jeopardize confidentiality.

8. Access to participant website ([www.4eap.com](http://www.4eap.com)) which includes online access to supplemental EAP resource information, including: EAP request for services, frequently asked questions, legal resources, financial resources, work/life and wellness resources.

9. Critical Incident Stress Debriefing (CISD) to take place between 24 and 72 hours after a traumatic event. Wellness Seminars will also be made available with topics to be chosen by **JEFFERSON COUNTY**. Please see Section VII, Available In-Service Hours, for the number of

hours available to **JEFFERSON COUNTY** for Critical Incident Stress Debriefing and/or Wellness Seminars.

10. Representation at health fairs: Please see Section VII, Available In-Service Hours, for the number of days available to **JEFFERSON COUNTY** for Health Fairs.

11. Services requested and provided beyond those outlined in Section I will be billed to **JEFFERSON COUNTY**. Please see attached In-Service Fee Schedule for pricing.

## **II. Procedures**

An employee/family member will have initial contact with a clinically trained care coordinator at Interface. A case will be opened and they will be referred to a licensed counselor established in private practice with experience in the area of the presenting problem. The employee/family member may request another counselor, for any reason, after their first session without losing that session as one of the allotted sessions for that problem. The employee, a supervisor, or both may initiate contact. A family member may be referred to the program by his or her own call or by a referral of the employee.

When an employee or family member contacts the EAP, they will be directed to the most convenient office location in their area. A licensed counselor will be assigned to diagnose, assess, formulate an initial treatment plan, and if necessary refer for additional treatment. In all instances the need and/or problem will be addressed. The goal of the counseling process for an employee will be his or her effective return to full productivity.

## **III. Publicity of Services**

**JEFFERSON COUNTY** will inform its employees of the services provided by Interface with at least a letter emphasizing the confidentiality of the EAP. The letter should inform employees that the program is confidential and that any employee seeking assistance will not jeopardize his or her position with the organization.

Interface will provide literature in the form of brochures describing the EAP, and all services included in Section I of this contract.

## **IV. Reporting**

When the initial contact is the result of a supervisory referral in regards to job performance issues, an EAP care coordinator will inform the supervisor of the following: 1) whether the employee has contacted the Employee Assistance Program, 2) whether treatment goals have been established (without identification of those goals), and 3) whether there is progress (but not the nature of that progress) toward treatment goals. Interface provides an employee release form that authorizes pertinent information regarding the progress of treatment to be released to the supervisor. Interface encourages this release if a supervisor has referred the employee. Only with a signed release from the employee can Interface release any information regarding contact or other information to anyone except as required by law.

Employees who make their own contact (self-referrals) with the EAP will be encouraged to share information with supervisors if deemed appropriate by the counselor. No reports will be made to **JEFFERSON COUNTY** concerning self-referrals other than the agreed upon reports in Section I. Neither the purpose nor content of the contact by an employee or family member will be revealed to any representative of **JEFFERSON COUNTY**.

**JEFFERSON COUNTY** will provide a list of employees including their social security numbers to Interface for the purpose of verifying employment. An updated list will be provided monthly, or as there are material changes in employment.

All agreed upon analysis are dependent on the existence of data to be provided by **JEFFERSON COUNTY** in a relatively accessible form with all due regard for the confidentiality of employees.

Except as provided herein, or by law, the identity of the employee or family member, the nature of the contact, treatment progress and prognosis, will be confidential and reported to no one without the written consent of the employee or family member.

#### **V. Consultation**

A clinically trained care coordinator and/or crisis counselor will be available to employees and family members 24 hours a day via a national toll free number to assist with any calls of a crisis nature. Supervisors may also call upon the EAP to assist in problem identification, documenting impaired job performance, intervention with a problem employee, or other concerns.

Sessions with a licensed counselor will be on an as needed basis, and will be free of charge to the employee and/or family member as described herein. The number of sessions provided to participants will be 6 per person per family problem. Each person has their own coverage, but if more than one covered family member is seeking counseling for the same problem, available sessions are not increased for that problem. For example, if both spouses are seeking counseling for marital problems, 6 sessions would be available, not 12 because two family members are participating. However, if during the assessment, the counselor discovers that one of them has a separate problem, that spouse may seek counseling for that problem (and have up to 6 sessions) with another provider. The EAP will be used first to obtain an assessment of the problem. If the problem is short term, additional EAP sessions will be available for the person(s) seeking help. If the problem is long term, a referral to the appropriate program(s) could be made prior to exhausting the full 6 EAP sessions. If further treatment is needed that is not covered under insurance, Interface will work to make available that treatment at a reduced cost to the family.

Referrals for legal problems are provided through Legal Access. Each covered family has a maximum of 3 consultations with an attorney per plan year. The consultations with an attorney may be either in person or via telephone with the first 30 minutes at no charge. Additional services with the attorney are provided at a reduced rate. Employees will have 3 Financial Planning sessions per family, per year. All services are provided via telephone.

## **VI. Hold Harmless Clause**

Interface EAP will indemnify and hold **JEFFERSON COUNTY** harmless from any and all claims, actions, liability and expenses including costs of judgments, settlements, court costs, and attorney fees, regardless of the outcome of such claim or action, caused by, resulting from or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this agreement, whether such act, omission or failure was that of Interface EAP or that of any person providing services there under through or for Interface EAP. Upon notice from **JEFFERSON COUNTY**, Interface EAP will resist and defend at Interface EAP's own expense, and by counsel reasonably satisfactory to **JEFFERSON COUNTY** any such claim or action.

## **VII. Available In-Service Hours**

The following is a breakdown of the In-Service Hours available to **JEFFERSON COUNTY** for Employee Orientations, Management Training, Critical Incident Stress Debriefing (CISD), Wellness Seminars and Health Fairs. Costs for additional services beyond what is listed here will be the responsibility of **JEFFERSON COUNTY**. For every hour that a provider is on-site, 0.25 hours will be deducted for travel time. In the event that **JEFFERSON COUNTY** cancels or reschedules a Wellness Seminar/CISD within 48 of a confirmed time with the clinician, the scheduled hours will be deducted from the group's available hours.

**Covering Employee Orientation and/or Supervisory Training:** 10 hours to be used in two 12-hour time period(s) per plan year.

**Covering all CISD's (24-72 hour response time) and/or Wellness Seminars:** 4 one-hour on-site sessions per plan year

**Covering Health Fairs:** 2 days available per plan year

## **VIII. Program Cost**

The monthly retainer charge for the services of Interface EAP is as follows:

**\$ 1.35 per employee per month for all employees**

The above charge is to be paid in monthly installments based on the number of employees at the beginning of each month. The first payment is due January 1, 2017. The remittance address is: Interface EAP, P.O. Box 671411, Dallas, TX 75267-1411.

## **IX. Term of Contract**

The effective date of this contract is January 1, 2017. This contract will automatically renew annually unless this Agreement is superseded by a subsequent Agreement or unless this contract is terminated by either Interface EAP or **JEFFERSON COUNTY**. Rates will be reviewed annually and, if necessary, proposed changes will be provided, in writing, to **JEFFERSON COUNTY** within 30 days of the new plan year.

**X. Termination of Contract**

**JEFFERSON COUNTY** or Interface EAP may terminate this contract with thirty days written notice. At the time of termination, Interface will direct any participant in treatment to verify benefits through the new vendor and to contact their human resources director. Interface will also notify the participant’s provider of the termination of services, revoke any unused sessions and direct the provider to verify benefits through the new vendor. Interface will not assume any financial responsibility for services that take place after the date of termination.

AGREED TO AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

**JEFFERSON COUNTY**

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

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

**INTERFACE EAP**

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

Title: Vice President of Client Services and Marketing

Print name: Dan Mary \_\_\_\_\_

\*This agreement is not valid unless signed by both JEFFERSON COUNTY and Interface EAP.



## Interface EAP

### IN-SERVICE FEE SCHEDULE

Employee Orientation Meetings	\$100.00 per hour
Supervisory Training	\$150.00 per hour
DOT Training	\$175.00 per hour
Critical Incident Stress Debriefing – 24-72 hour response	\$200.00 per hour
Critical Incident Stress Debriefing – 2-3 hour response	\$300.00 per hour
Wellness Seminars	\$150.00 per hour
Health Fairs	\$ 75.00 per hour
SAP Assessments	\$700.00 per evaluation

Charges for travel expenses may be made if more than 50 miles from Houston and Phoenix. Charges will be based on the hourly rate of the services provided for travel time and all time spent on-site.



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
*LAW ENFORCEMENT*

CHIEF GEORGE MILLER  
*CORRECTIONS*

CHIEF MARK DUBOIS  
*SERVICES*

CHIEF RON HOBBS  
*NARCOTICS*

To: Honorable Jeff R. Branick  
Commissioner – Eddie Arnold  
Commissioner – Brent Weaver  
Commissioner – Michael S. Sinegal  
Commissioner – Everette Alfred

From: Jefferson County Sheriff's Office

Subject: Resolution for Retiring Sheriff – G. Mitch Woods  
Agenda item for the week of December 12, 2016

Date: December 8, 2016

Consider and possibly approve a Resolution recognizing Sheriff G. Mitch Woods for 30 years of dedicated Law Enforcement service to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

Tim W. Smith, Deputy Chief  
Jefferson County, Texas



# Resolution

STATE OF TEXAS

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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 12<sup>TH</sup> day of December, 2016, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, *George Mitchell "Mitch" Woods*, a native Texan and lifelong resident of Jefferson County, has spent the last 45 years of his life in service to this great nation as well as serving the citizens of Jefferson County with pride and professionalism; and

WHEREAS, *George Mitchell "Mitch" Woods*, after completion of High School at Thomas Jefferson in Port Arthur; began furthering his education at Lamar University, while working part-time at Jefferson County Pct. 2 for then Commissioner T. B. Ellison, that all abruptly changed when he was drafted into the United States Army, where he served abroad in Germany, and was Honorable discharged with honors; upon his return he was able to obtain his Bachelor of Science degree in Criminal Justice from Lamar University; and

WHEREAS, *George Mitchell "Mitch" Woods*, began his Law Enforcement career with the Port Arthur Police Department in 1974 and served the citizens of Port Arthur as a Patrol Officer before being transferred to the Detective Division, in 1985 he was promoted to the rank of Sergeant serving back in patrol and completing his career with the Port Arthur Police Department as a Sergeant within the Investigation Division, during this time in Port Arthur he was instrumental in solving numerous high profile cases; and

WHEREAS, *George Mitchell "Mitch" Woods*, in 1987 joined the staff of the newly elected Criminal District Attorney, Tom Maness where he served for the next 10 years as Chief Criminal Investigator supervising and assisting in major criminal investigations throughout Jefferson County and assisting various other local and state agencies; and

WHEREAS, *George Mitchell "Mitch" Woods*, was elected Sheriff of Jefferson County in November 1996, and has provided 20 years of quality services and protection to the citizens of his community, with pride and integrity, during his tenure he continued to expand the existing divisions, while establishing several new divisions after 9-11: Courthouse Security, and Marine Unit, negotiating with several correctional facilities regarding leasing agreements for the downtown facility; and

WHEREAS, *Sheriff George Mitchell "Mitch" Woods*, has served as President of East Texas Peace Officers' Association, on the boards of Lamar Institute of Technology Foundation, as Chairman for the Salute to the Real American Heroes Events, Insurance Board-Risk Management, Sabine-Neches Navigation Southeast Texas Waterway Advisory Council, Houston HIDTA (High Intensity Drug Trafficking Area), member of the AFL-CIO Labor Council; and

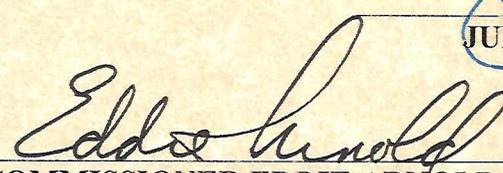
WHEREAS, *Sheriff George Mitchell "Mitch" Woods*, in 2005 was instrumental in organizing and implementing a response plan to secure the safety of thousands of citizens of Jefferson County during Hurricane Rita, even receiving personal recognition for his efforts from President George W. Bush during his visit to the area and in 2008 during Hurricane Ike, even while suffering the devastating loss of his own home, Sheriff Woods was once again called to the forefront to implement another successful evacuation and recovery plan; and

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court of Jefferson County, Texas, hereby expresses its appreciation to *Sheriff George Mitchell "Mitch" Woods*, commending him for 42 years of dedicated Law Enforcement service to the citizens of Jefferson County and wishes him well in his retirement.

SIGNED this 12<sup>TH</sup> day of December, 2016.

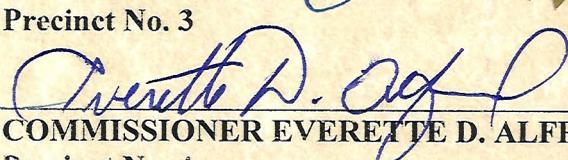
  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



  
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COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
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COMMISSIONER MICHAEL S. SINNER  
Precinct No. 3

  
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COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
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COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
*LAW ENFORCEMENT*

CHIEF GEORGE MILLER  
*CORRECTIONS*

CHIEF MARK DUBOIS  
*SERVICES*

CHIEF RON HOBBS  
*NARCOTICS*

To: Honorable Jeff R. Branick  
Commissioner – Eddie Arnold  
Commissioner – Brent Weaver  
Commissioner – Michael S. Sinegal  
Commissioner – Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Resolution for Retiring Deputy – Patrick A. Stelly  
Agenda item for the week of December 12, 2016

Date: December 6, 2016

Consider and possibly approve a Resolution recognizing Patrick A. Stelly for 23 years and 8 months of dedicated service to the Jefferson County Sheriffs' Office and to the citizens of Jefferson County in wishing him well on his retirement.

Sincerely,

G. Mitch Woods, Sheriff  
Jefferson County, Texas





# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
*LAW ENFORCEMENT*

CHIEF GEORGE MILLER  
*CORRECTIONS*

CHIEF MARK DUBOIS  
*SERVICES*

CHIEF RON HOBBS  
*NARCOTICS*

To: Honorable Jeff R. Branick  
Commissioner – Eddie Arnold  
Commissioner – Brent A. Weaver  
Commissioner – Michael S. Sinegal  
Commissioner – Everette D. Alfred

From: Jefferson County Sheriff's Office

Subject: Resolution for Retiring Captain – Anthony H. McMilian  
Agenda item for the week of December 12, 2016

Date: December 8, 2016

Consider and possibly approve a Resolution recognizing Captain Anthony H. McMilian for 33 years and 2 months of dedicated Law Enforcement service to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

G. Mitch Woods, Sheriff  
Jefferson County, Texas



# Resolution

STATE OF TEXAS

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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 12<sup>TH</sup> day of December, 2016, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

**WHEREAS, Anthony H. McMilian**, has devoted 33 years and 2 months of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, Anthony H. McMilian**, has dedicated his talents and pledged his services as a Corrections Officer, a Sergeant in Corrections, a Peace Officer in the Patrol Unit, and the Narcotics Division, a Lieutenant in the Auto Task Force, making an outstanding contribution to law enforcement and the quality of criminal justice in Jefferson County; and

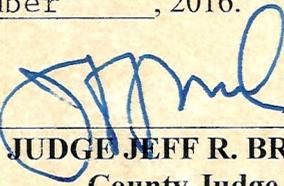
**WHEREAS, Anthony H. McMilian**, has pledged his services as Captain in the Criminal Investigations Division of the Jefferson County Sheriff's Office, preparing offense and incident reports, investigates crimes and disturbances, interviews witnesses, gathers evidence and interrogates suspects. Also, participates in coordinating investigative actions with Federal, State and other local agencies; and

**WHEREAS**, through hard work and commitment to excellence, **Anthony H. McMilian**, has earned the respect of his colleagues and the citizens of Jefferson County; and

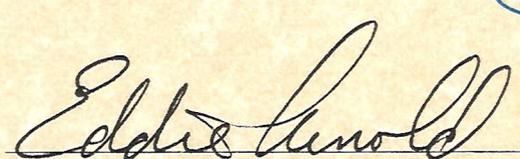
**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, **Anthony H. McMilian**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **Anthony H. McMilian**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 12<sup>TH</sup> day of December, 2016.

  
 JUDGE JEFF R. BRANICK  
 County Judge



  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

  
 COMMISSIONER BRENT A. WEAVER  
 Precinct No. 2

  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
*LAW ENFORCEMENT*

CHIEF GEORGE MILLER  
*CORRECTIONS*

CHIEF MARK DUBOIS  
*SERVICES*

CHIEF RON HOBBS  
*NARCOTICS*

To: Honorable Jeff R. Branick  
Commissioner – Eddie Arnold  
Commissioner – Brent A. Weaver  
Commissioner – Michael S. Sinegal  
Commissioner – Everette D. Alfred

From: Jefferson County Sheriff's Office

Subject: Resolution for Retiring Deputy Chief – George Miller  
Agenda item for the week of December 12, 2016

Date: December 8, 2016

Consider and possibly approve a Resolution recognizing Deputy Chief George Miller for 31 years and 6 months of dedicated Law Enforcement service to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

G. Mitch Woods, Sheriff  
Jefferson County, Texas



# Resolution

STATE OF TEXAS

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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 12<sup>TH</sup> day of December, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

**WHEREAS, *George Miller***, has devoted 31 years and 6 months of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, *George Miller***, has dedicated his talents and services as a Corrections Officer and a Peace Officer, working in different positions under several former sheriffs; Sheriff Culberson, Sheriff Griffith and Sheriff Woods; and

**WHEREAS, *George Miller***, has pledged his services as a Captain, a Sergeant and a Lieutenant in Corrections and in the Warrants and Narcotics Divisions for Law Enforcement, and as an Assistant Deputy Chief in Corrections, making an outstanding contribution to the quality of criminal justice in Jefferson County; and

**WHEREAS, *George Miller***, has served as Deputy Chief of the Jefferson County Correctional Facility, which includes performing administrative duties such as budget planning, developing and implementing cost-effective standards, procedures and policies for the department, reviews the operation of the facility and ensures that correctional services are in compliance with legally mandated requirements of the Texas Commission on Jail Standards, directing staff responsible for the overall operations of the facility, interviewing and recommending applicants to fill vacant and new positions in the department. Also, responsible for the safety and custody of inmates, responding to emergency situations involving the evacuation of inmates for two hurricanes, for the Jefferson County Sheriff's Office; and

**WHEREAS**, through hard work and commitment to excellence, ***George Miller***, has earned the respect of his colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, ***George Miller***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend ***George Miller***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 12<sup>TH</sup> day of December, 2016.

**JUDGE JEFF R. BRANICK**  
County Judge



**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
*LAW ENFORCEMENT*

CHIEF GEORGE MILLER  
*CORRECTIONS*

CHIEF MARK DUBOIS  
*SERVICES*

CHIEF RON HOBBS  
*NARCOTICS*

To: Honorable Jeff R. Branick  
Commissioner – Eddie Arnold  
Commissioner – Brent A. Weaver  
Commissioner – Michael S. Sinegal  
Commissioner – Everette D. Alfred

From: Jefferson County Sheriff's Office

Subject: Resolution for Retiring Lieutenant – David V. Sosa  
Agenda item for the week of December 12, 2016

Date: December 8, 2016

Consider and possibly approve a Resolution recognizing Lieutenant David V. Sosa for 33 years and 3 months of dedicated Law Enforcement service to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

G. Mitch Woods, Sheriff  
Jefferson County, Texas



# Resolution

STATE OF TEXAS

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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 12 day of December, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

**WHEREAS, *David V. Sosa***, has devoted 33 years and 3 months of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, *David V. Sosa***, has dedicated his talents and pledged his services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

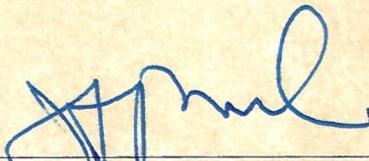
**WHEREAS, *David V. Sosa***, has pledged his services as a Peace Officer and Lieutenant, making an outstanding contribution to law enforcement and the quality of criminal justice in Jefferson County, serving as a Peace Office in the Patrol Unit, Lieutenant in the Training Division and Personnel Department, teaching of specialized law enforcement courses, workshops, and training activities to meet in-service needs and requests by the state, performing duties related to administrator applicants and hiring process, providing updated information on matters such as position vacancies, personnel regulations, policies and procedures; and

**WHEREAS**, through hard work and commitment to excellence, ***David V. Sosa***, has earned the respect of his colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, ***David S. Sosa***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend ***David V. Sosa***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

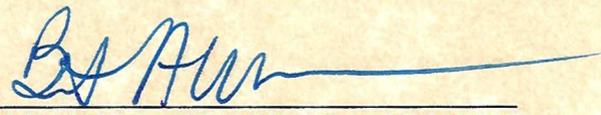
SIGNED this 12 day of December, 2016.

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



  
\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

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

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

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4



# Resolution

STATE OF TEXAS

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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 12<sup>th</sup> day of December, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

**WHEREAS**, Debbie Bevilacqua is retiring as Administrative Assistant for the past 3 Tax Assessor Collectors of Jefferson County, and the Commissioners Court is pleased to recognize this outstanding public servant for her contributions to the citizens of Jefferson County; and,

**WHEREAS**, Debbie Bevilacqua has devoted 20 years of her life to the service of the taxpaying citizens of Jefferson County; and,

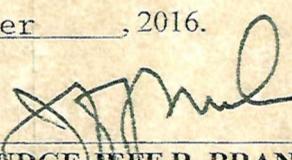
**WHEREAS**, that service was provided through the Office of Assessor-Collector of Taxes, County Clerk and Community Supervision at the Men's Restitution Center for Jefferson County and was a finalist for the Jefferson County Award for Employee Excellence; and,

**WHEREAS**, Debbie dedicated her talents and services with a smile and cheery disposition to the many activities for the daily functioning of the Jefferson County Tax Office and serves the citizens with a steady moral compass and willingness to help those in need; and

**WHEREAS**, Debbie is a hard working employee that goes above and beyond to provide excellent customer service and will be sorely missed by her co-workers who have great respect for her ability to embrace them with professional courtesy, loving care and a smile;

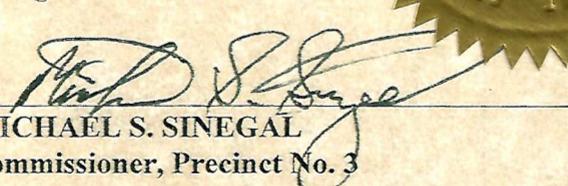
**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend Debbie Bevilacqua for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

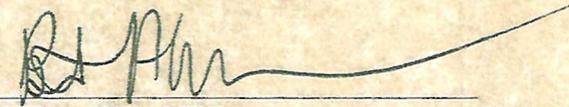
SIGNED this 12<sup>th</sup> day of December, 2016.

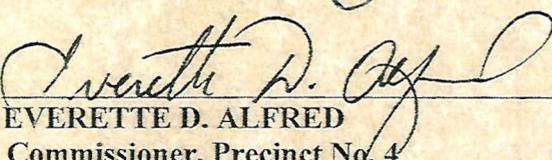
  
 \_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
 County Judge



  
 \_\_\_\_\_  
**EDDIE ARNOLD**  
 Commissioner, Precinct No. 1

  
 \_\_\_\_\_  
**MICHAEL S. SINEGAL**  
 Commissioner, Precinct No. 3

  
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**BRENT A. WEAVER**  
 Commissioner, Precinct No. 2

  
 \_\_\_\_\_  
**EVERETTE D. ALFRED**  
 Commissioner, Precinct No. 4

**Regular, December 12, 2016**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, December 12, 2016