SPECIAL, 7/17/2017 1:30:00 PM

BE IT REMEMBERED that on July 17, 2017, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

DEPUTY CHIEF COOPER

Honorable Carolyn L. Guidry , County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS July 17, 2017

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **17th** day of **July 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

Note: Budget Hearings will be held this week, July 17-21, 2017 (seeattached schedule).

1:00 p.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding possible or pending litigation against the County.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

1. Receive and file bids for (IFB 17-019/YS), Term Contract for Aviation Fuel for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 12 - 288

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

2. Consider and approve, execute, receive and file a contract extension for (RFP 14-019/JW), Auditing Services for Jefferson County for an additional one (1) year term with Pattillo, Brown, and Hill, LLP from August 8, 2017 to August 7, 2018.

SEE ATTACHMENTS ON PAGES 289 - 289

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

3. Consider and approve, execute, receive and file Acceptance of Offer for (IFB 17-019/YS), Term Contract for Aviation Fuel for Jack Brooks Regional Airport with Eastern Aviation Fuels, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 290 - 292

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

4. Consider and approve, execute, receive and file an agreement (Agreement 17-025/JW) with Thomson Reuters (Westlaw) and Jefferson County for online access for the 252nd District Court. This agreement will be effective through August 31, 2018 at a monthly cost of $94.00 for two (2) users. This is in accordance with Contract # DIR-LGL-CALIR-02 (Option 1A).

SEE ATTACHMENTS ON PAGES 293 - 297

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

5. Consider and approve, execute, receive and file Change Order No. 4 for (IFB 16-008/JW), Major Drive Extension From SH 124 to LaBelle Rd. with ALLCO, LLC. to modify the scope of work to include an increase of aggregate by 115 cubic yards, deletion of the removal/relay of 36" of pipe, and a reduction of the installation of sediment control fence by 700 linear feet; for an increase of $16,270.00, bringing the total contract amount from $1,760,865.05 up to $1,777,135.05. This change order does not change the number of total contract working days.

SEE ATTACHMENTS ON PAGES 298 - 298

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

6. Consider and approve the 2-5 Year additional warranty for the two (2) new chillers at the Jefferson County Correctional Facility with Carrier Corporation the amount of $20,085.00. This is in accordance with Buy Board Contracts #458-14 &; 461-14. Funds are available through Capital Projects.

SEE ATTACHMENTS ON PAGES 299 - 304

Action: TABLED

COUNTY AUDITOR:

7. Consider and approve budget amendment - Parks - additional cost for maintenance.

116-0609-452-4009	BUILDINGS AND GROUNDS	$3,700.00	
114-0402-431-3079	CRUSHED STONE		$3,700.00

SEE ATTACHMENTS ON PAGES 305 - 305

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

8. Consider and approve budget amendment - 252nd District Court - additional cost for indigent defense.

120-2037-412-5072	PAUPER ATTORNEY FEES	$50,000.00	
120-2037-412-5073	TRANSCRIPT TESTIMONY	$50,000.00	
110-2027-412-5055	PETIT JURORS		$100,000.00

SEE ATTACHMENTS ON PAGES 306 - 306

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

9. Consider and approve Maintenance Agreement for the Automated Victim Notification Services with Apriss in the amount of $28,546.78 for the period September 1, 2017 through August 31, 2018. This contract allows for the Statewide Automated Victim Notification Service. Costs are reimbursed by the State of Texas.

SEE ATTACHMENTS ON PAGES 307 - 309

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

10. Receive and file Financial &; Operating Statements - County Funds Only for the Month Ending June 30, 2017.

SEE ATTACHMENTS ON PAGES 310 - 327

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 #435625 through checks #435957.

SEE ATTACHMENTS ON PAGES 328 - 338

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 hearing public comments for the Restoration of the Saltwater Bayou System by diverting freshwater inflows pursuant to the requirements of the U.S. Fish & Wildlife Service.

Open public hearing at 1:42pm Mr. Cooper made opening statement. Can google McFaddin Wildlife Refuge for website for more information. Mayor Durkey of Taylor Landing spoke in favor of project .Wayne Stoot also spoke in favor of project. Meeting adjourned.

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

13. Consider and receive a presentation to acknowledge that the Texas Historical Commission has been awarded the Jefferson County Historical Commission Distinguished Service Award for its accomplishments during 2016.

Accepted by Theresa Goodness, President

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

14. Receive and file executed Interlocal Cooperation Agreement between Constable Bates and Port Arthur Independent School District (Precinct 2 ASAP)

SEE ATTACHMENTS ON PAGES 339 - 344

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

15. Consider, possibly approve, authorize the County Judge to execute, receive and file a Right-of-Way agreement allowing Entergy Texas, Inc. an easement from Jefferson County, Texas along Highway 124.

SEE ATTACHMENTS ON PAGES 586-588

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

16. Consider approving the designation of a negotiations representative for Jefferson County for contemplated negotiations with the Jefferson County Sheriff's Association pursuant to Section 174.106 of the Texas Local Government Code.

Larry Watts

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

17. Consider, possibly approve, receive and file Annual Audit Report for Jefferson County Emergency Services District #1 pursuant to Section 775.082, Texas Health & Safety Code. SEE ATTACHMENT ON PAGES 352-585

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

18. Receive and file Statement of Officer and Oath of Office for Mr. Bernie Daleo to the office of Drainage District No 6 Board of Directors.

SEE ATTACHMENTS ON PAGES 347 - 348

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

COUNTY TAX ASSESSOR-COLLECTOR:

19. Receive and file Continuing Education Transcript for Allison Nathan Getz, Jefferson County Tax Assessor-Collector, who has successfully completed the continuing education requirements of Sec. 6.231(d) of the Texas Property Tax Code.

SEE ATTACHMENTS ON PAGES 349 - 349

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

ENGINEERING:

20. Consider and possibly approve an Amended Plat for Easy Acres-Phase III, a 23.040 acre tract located off of Simino Drive in Precinct #3. This plat is not within any ETJ and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 350 - 350

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

DISTRICT ATTORNEY:

21. Consider and possibly adopt a Resolution recognizing, Ramon Rodriguez, for 33 years of dedicated service as an Assistant District Attorney in the District Attorney's Office and to the citizens of Jefferson County and wishing him well in his endeavors.

SEE ATTACHMENTS ON PAGES 351 - 351

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

Other Business:

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

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

_____

Jeff R. Branick
County Judge

BUDGET WORKSHOP SCHEDULE - REVISED
2017-2018

Monday, July 17

9:30 a.m.	Budget overview
9:45 a.m.	MIS (1025) Helegda
10:00 a.m.	County Clerk (1014), Elections Department (1034) Guidry
10:15 a.m.	Voter Registration (1011) Getz
10:30 a.m.	Community Supervision (3058) Johnson
10:45 a.m.	District Clerk (2031) Smith
11:00 a.m.	JP Pct. 4 (Chesson)

12:00 p.m. thru 1:30 p.m. Break for Lunch

1:30 p.m.	Commissioners Court Meeting
2:00 p.m.	Airport (7091) Rupp
2:30 p.m.	Ford Park

Tuesday, July 18

9:45 a.m.	District Attorney (2030) Wortham
10:00 a.m.	General Services (1024)/Tobacco (125)
10:30 a.m.	Road & Bridge Precincts
	Capital Projects
	Discuss all other Departments not scheduled

12:00 p.m. – 1:30 p.m. – Break for lunch

1:30 p.m.	Constable Pct. 1 (3065) White
1:45 p.m.	Constable Pct. 4 (3068) Werner
2:00 p.m.	Constable Pct. 6 (3070) Baker
2:15 p.m.	Constable Pct. 7 (3071) Adams
2:30 p.m.	Constable Pct. 8 (3072) Collins

Wednesday, July 19

9:45 a.m.	58th District Court (2033) Walston
10:00 a.m.	Maintenance – Beaumont (6083) Knight
10:15 a.m.	Maintenance – Port Arthur (6084) Bernard
10:30 a.m.	Maintenance – Mid-County (6085) Adams
10:45 a.m.	Service Center (8095) – Zurita
11:00 a.m.	Mosquito Control (5081) - Sexton

12:00 p.m. – 1:30 p.m. – Break for lunch

1:30 p.m. Sheriff (3059), Crime Lab (3060), Jail (3062) Stephens

Page Two:
Continued Budget Hearings

Thursday, July 20

Open

Friday, July 21

Open

The following departments are not scheduled - No capital other than computers or vehicles and no personnel changes requested. MIS will be asked to make recommendation for Computer requests and Service Center will be asked to make recommendation on vehicle requests. Extra help and/or Travel less than $3,000 increase and only minor changes to other operating line items:

Engineering	**Dispute Resolution**
Human Resources	**Alternative School**
County Judge	**Juvenile Probation**
Treasurer	**Juvenile Detention**
Tax	**Constable Pct. 2**
Jury	**Morgue**
Risk Management	**Agriculture**
Criminal District Court	**Health & Welfare I**
60th District Court	**Health & Welfare II**
136th District Court	**Indigent Health**
172nd District Court	**Nurse Practitioner**
252nd District Court	**Child Welfare**
279th District Court	**Environmental Control**
317th District Court	**Emergency Management**
County Court at Law I	**Veterans**
County Court at Law II	**Parks**
County Court at Law III	**Court Master**
JP Pct. 1, Pl 1	**Historical Commission**
JP Pct. 1, Pl 2	**Visitor Center**
JP Pct.2	**JP Pct. 7**
JP Pct. 6	**JP Pct. 8**

NOTE: TIMES ARE TENTATIVE. YOU MAY WANT TO COME A FEW MINUTES EARLY IN CASE BUDGET HEARINGS ARE MOVING QUICKLY.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

June 12, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. **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: **Term Contract for Aviation Fuel for Jack Brooks Regional Airport**

BID NO: **IFB 17-019/YS**

DUE DATE/TIME: **11:00 AM CDT, Tuesday, July 11, 2017**

ORIGINAL

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – June 14, 2017 & June 21, 2017

IFB 17-019/YS
Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Bids due: 11:00 AM CDT, Tuesday, July 11, 2017

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission 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 response being declared as non-responsive.

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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 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 judgment 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.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

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 – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

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. Emergency/Declared Disaster Requirements

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

9. Award

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

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

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

10. 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.

11. 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.

12. Fiscal Funding

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

13. 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.

14. 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.

15. Specifications

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

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

16. Delivery

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

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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.

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

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

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

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

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items

and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County for a period of three (3) years.

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

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

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

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

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

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

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

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

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

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

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial

practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall 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 specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

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

Workers' Compensation	Statutory Coverage (see attached)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly

with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer (email: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 17-019/YS.

Scope

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from August 1, 2017 through July 31, 2020.**

Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed (arupp@co.jefferson.tx.us) or faxed (409-722-2830) to the attention of Alex Rupp, Airport Director.

All price changes will be emailed to Alex Rupp, Airport Director at **arupp@co.jefferson.tx.us**, and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Nederland, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

Jefferson County is subject to taxes and fees as follows:

Tax or Fee	AV Gas Low Lead 100	Jet A
Federal Gas Tax	$0.19790	$.24590
Total Tax/Fee per Gallon	**$0.19790**	**$.24590**

Include state fees and federal taxes totaling $0.19790 per gallon on AV Gas Low Lead 100 and federal taxes of $0.24590 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

Approximate Annual Usage

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

Technical Specifications

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive**.

Estimated Volume

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 50,000 gallons of AV Gas Low Lead 100 and 550,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

Credit Cards/"Effective" Bids

Bids shall offer credit card processing for all major credit card for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of $0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military AIRCARDs. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

Branded or Unbranded

Bids may be for Branded or Unbranded supply contracts, however bidder must specify.

Training, Quality Control and Risk Management

Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs.

Refueler

Bid shall include provision of a 3,000 gallon Jet A refueler truck, including full maintenance coverage except for tires and batteries, no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck if unable to drive and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

- Stainless Steel Tanks
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation
- Bottom load point located on passenger side

Into-Plane Contract Fuel

Bidders may offer "Into-Plane Contract Fuel" programs. The County may accept or reject such programs independent of other items bid within this request.

Co-Mingle

Jefferson County will not accept a bid that proposes co-mingling of fuel.

Signs

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

Additional Marketing Support

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid.

County Equipment

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck and one (1) 3000 capacity Jet A truck.

Contact

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

Bidder Information Form

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

Bid Name & Number: Term Contract for Aviation Fuel for Jack Brooks Regional Airport, IFB 17-019/YS

Bidder's Company/Business Name: Avfuel Corporation

Bidder's TAX ID Number: 382073252

Contact Person: Matt Matthews **Title:** District Manager

Phone Number (with area code): (325) 673 - 8838 / 800 - 351 - 1393 ext. 423

Alternate Phone Number if available (with area code): cell: (325) 280 - 1353

Fax Number (with area code): (325) 672 - 1410

Email Address: mmatthews@avfuel.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

N/A
Address

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Avfuel Corporation
Company Name

47 West Ellsworth Road
Address

Ann Arbor | MI | 48108
City | State | Zip

Signature of Person Authorized to Sign

Matt E. Matthews
Printed Name

District Manager
Title

For clarification of this offer, contact:

Matt E. Matthews
Name

(325) 673 - 8838 | (325) 672 - 1410
Phone | Fax

mmatthews@avfuel.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years, from August 1, 2017 through July 31, 2020.

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

This contract shall henceforth be referred to as Contract No. IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

* See Addendum

Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Item 1.

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
53,000 gallons	AV Gas Low Lead 100		$_____	$_____
	Platts Reference Price for 6-27-2017	$_____		
	Bidder's Markup	$_____		
	Taxes/Fees per Gallon	$_____		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$_____	$_____
	Texas Delivery Fee (per delivery)		$_____	$_____

Item 2.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
750,000 galloons	Jet A		$_____	$_____
	Platts Reference Price for 6-27-2017	$_____		
	Bidder's Markup	$_____		
	Taxes/Fees per Gallon	$_____		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$_____	$_____
	Texas Delivery Fee (per delivery)		$_____	$_____

Name of Company: _____

* See Addendum

Bid Form (Continued)

Credit Cards honored and service fees:

_____	____ %	_____	____ %
_____	____ %	_____	____ %
_____	____ %	_____	____ %
_____	____ %	_____	____ %

Weighted Average of Fees (50% major oil)	$ _____
Increment due to the Average of Credit Card Fee	$ _____
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ _____
Total Effective Bid per Gallon	$ _____
Jet A Effective Bid per Gallon	$ _____
Total Effective Bid per Gallon	$ _____
Effective Bid Value, Grand Total	$ _____
Bid Surety	$ _____
Additional Marketing Support (co-op advertising)	$ _____

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$_____
Make/Model	

Name of Company: _____

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of McKinney

Address: 1500 East Industrial Airport Boulevard, McKinney, TX 75069

Contact Person and Title: Mark Jaraczewski, FBO Manager

Phone: (972) 547 - 3400 Fax: (972) 562 - 6686

Email Address: mjaraczewski@flytki.com Contract Period: 6 Year – 2020

Scope of Work: Aviation fuel supply 1.2 million gallons per year

REFERENCE TWO

Government/Company Name: City of Georgetown

Address: 500 Terminal Road, Georgetown, TX 78628

Contact Person and Title: Russ Volk, Airport Manager

Phone: (512) 930 - 3666 Fax: (512) 930 - 2596

Email Address: russ.volk@georgetown.org Contract Period: 5 Year – 2021

Scope of Work: Aviation fuel supply 700,000 gallons per year

REFERENCE THREE

Government/Company Name: City of Temple

Address: 7720-F Airport Road, Temple, TX 76501

Contact Person and Title: Sharon Rostovich, Airport Manager

Phone: (254) 298 - 5770 Fax: (254) 298 - 5466

Email Address: srostovich@templetx.gov Contract Period: 5 Year – 2021

Scope of Work: Aviation fuel supply 600,000 gallons per year

Bidder Shall Return Completed Form with Offer.

Signature Page

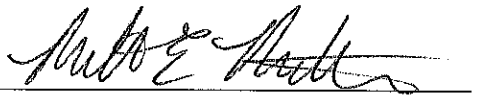
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

Avfuel Corporation	
Bidder (Entity Name)	Signature
47 West Ellsworth Road	Matt E. Matthews
Street & Mailing Address	Print Name
Ann Arbor, MI 48108	7/6/17
City, State & Zip	Date Signed
800 - 521 - 4106	(734) 663 - 1681
Telephone Number	Fax Number
mmatthews@avfuel.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

No relationship with government entity

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☑ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

N/A No Relationship

Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

*NO Relationship

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

N/A

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

N/A

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

N/A

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

N/A

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

* No relationship exists w/ any local govt officer

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Matt E. Matthews
Printed Name of Authorized Representative

Matt E Matthews
Signature

District Manager
Title

7/6/17
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: We do the required business directly and do not utilize any subcontracts

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Matt E. Matthews

Title: District Manager

Signature: Matt E. Matthews

Date: 7/6/17

E-mail address: mmatthews@avfuel.com

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

Name (print or type): Brandi Bates

Title: Billing & Merchant Services Manager

Date: 7/6/17

E-mail address: bbates@avfuel.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

☑ I certify that Avfuel Corporation [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ Ann Arbor, MI (city and state).

Taxpayer Identification Number (T.I.N.):	38 - 2073252
Company Name submitting bid/proposal:	Avfuel Corporation
Mailing address:	47 West Ellsworth Road, Ann Arbor, MI 48108
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Taylor

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

on this day personally appeared Matt Matthews (name), who

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

"I, Matt E Matthews (name) am a duly authorized officer of/agent

for Avfuel Corporation (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Avfuel Corporation (name of firm).

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

Name and address of bidder: Avfuel Corporation

47 West Ellsworth Road, Ann Arbor, MI 48108

Fax: (734) 663 - 1681 Telephone# (734) 663 - 6466

by: Matt E. Matthews (print name) Title: District Manager

Signature: Matt E Matthews

SUBSCRIBED AND SWORN to before me by the above-named Matt Matthews on

this the 7th day of July, 2017.

KIMBERLY ANN HAYNES
My Commission Expires
August 22, 2017

Kimberly Ann Haynes
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	17-019/YS
IFB Title:	Term Contract for Aviation Fuel for Jack Brooks Regional Airport
IFB Due:	**Tuesday, July 11, 2017**
Addendum No.:	1 (one)
Issued (Date):	June 30, 2017

ORIGINAL

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Corrected Estimated Quantities on Revised Bid Form (attached)

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Matt E. Matthews
Authorized Signature (Bidder)

District Manager
Title of Person Signing Above

Matt E. Matthews
Typed Name of Business or Individual

1941 Navajo Circle
Address Abilene, Tx 79602

Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Item 1.

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~53,000~~ 50,000 gallons	AV Gas Low Lead 100		$ 2.31103	$ 115,551.50
	Platts Reference Price for 6-27-2017	$ 1.50660		
	Bidder's Markup	$ .80443		
	Taxes/Fees per Gallon	$ .19790		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 2.50893	$125,446.50
	Texas Delivery Fee (per delivery)		$ 6.95	$ 43.43

Item 2.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~750,000~~ 550,000 galloons	Jet A		$ 1.38177	$759,973.50
	Platts Reference Price for 6-27-2017	$ 1.25910		
	Bidder's Markup	$ .12267		
	Taxes/Fees per Gallon	$ .24614		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 1.62791	$895,350.50
	Texas Delivery Fee (per delivery)		$ N/A	$

Name of Company: Avfuel Corporation

Bid Form (Continued)

Credit Cards honored and service fees:

Avfuel Pro	0 %	Discover	2.5 %
MasterCard	2.14 %	Multi Service	2.9 %
Visa	2.14 %	AvCard	2.25 %
American Express	2.7 %	U.S. Gov't	3.0 %

Weighted Average of Fees (50% major oil)	$ N/A
Increment due to the Average of Credit Card Fee	$ N/A
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 2.50893
Total Effective Bid per Gallon	$ 125,446.50
Jet A Effective Bid per Gallon	$ 1.62791
Total Effective Bid per Gallon	$ 895,350.50
Effective Bid Value, Grand Total	$ 1,020,797.00
Bid Surety	$
Additional Marketing Support (co-op advertising)	$ (3,000.00)

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$16,800
Make/Model	2012 or newer

Name of Company: Avfuel Corporation

Acknowledgment of Addenda (if any):

Addendum 1 One Date Received June 30, 2017

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

AVFUEL CORPORATION

"SEALED BID"

Jefferson County Purchasing Department
Attn: Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

BID NAME:
TERM CONTRACT FOR AVIATION FUEL FOR
JACK BROOKS REGIONAL AIRPORT

BID NO: IFB 17-019/YS

DUE DATE/TIME: 11:AM CDT, Tuesday, July 11, 2017

SUBMITTED BY:
Avfuel Corporation
Attn: Matt Matthews
47 West Ellsworth Rd.
Ann Arbor, MI 48108

53

ontents

itible with the container and should be packed securely
ition with ordinary care in handling.

RECEIVED 10:29 AM JUL 10 2017

RECEIVED 10:29 AM JUL 10 2017

32

FedEx Express Package US Airbill

FedEx Tracking Number 8115 9268 7756

Form ID No. 0215

1 From

Date 7/7/17

Sender's Name MATT MATTHEWS Phone 325 673-8838

Company AVFUEL CORPORATION

Address 1941 NAVAJO CIR

Dept./Floor/Suite/Room

City ABILENE State TX ZIP 79602-4273

2 Your Internal Billing Reference

3 To

Recipient's Name PURCHASING AGENT Phone 409 835-8593

Company JEFFERSON COUNTY PURCHASING DEPT

Address 1149 PEARL STREET

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

Address 1ST FLOOR

Use this line for the HOLD location address or for continuation of your shipping address.

City BEAUMONT State TX ZIP 77701

0126935972

8115 9268 7756

4 Express Package Servi

Next Business Day

- FedEx First Overnight — Earliest next business morning delivery to s locations. Friday shipments will be delivere Monday unless Saturday Delivery is selecte
- FedEx Priority Overnight — Next business morning.* Friday shipments delivered on Monday unless Saturday Deliv is selected.
- FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

5 Packaging *Declared value l

- FedEx Envelope*

6 Special Handling and D

- Saturday Delivery — NOT available for FedEx Standard Overnigh
- No Signature Required — Package may be left without obtaining a signature for delivery.

Does this shipment contain dan

One box must be check

- No
- Yes — As per attached Shipper's Declaration.

Restrictions apply for dangerous goods — see the c

- Hold Weekday — FedEx location address REQUIRED. NOT available for FedEx First Overnight.
- Hold Saturday — FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

7 Payment *Bill to:*

Enter FedEx Acct. No. or Credit Card No. below.

- Sender — Acct. No. in Section 1 will be billed.
- Recipient
- Third Party
- Credit Card
- Cash/Check

Obtain recip. Acct. No.

Total Packages Total Weight

lbs.

Credit Card Auth.

†Our liability is limited to US$100 unless you declare a higher value. See the current FedEx Service Guide for details.

611

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ORIGIN ID:ABIA (325) 673-8838
AVFUEL CORPORATION

1941 NAVAJO CIR

ABILENE, TX 796024273
UNITED STATES US

SHIP DATE: 07JUL17
ACTWGT: 0.40 LB
CAD: /POS1802
DIMS: 0x0x0 IN

BILL SENDER

TO **PURCHASING AGENT**
JEFFERSON COUNTY COURTHOUSE
1149 PEARL ST
1ST FLOOR
BEAUMONT TX 77701
(409) 835-8593 REF:
INV:
PO: DEPT:

FedEx Express

TRK# 0215 8115 9268 7756

MON – 10 JUL 10:30A
PRIORITY OVERNIGHT

XH BPTA

77701
TX-US IAH

Part # 156269V4350 RITZ EXP 07/17 ** 0 4/0 1 J1711112001 1362/5 1 0 4 5 4 0 7 #5063367

% post-industrial recycled content.
inks, varnishes and adhesives.
ecycling FedEx Paks of DuPont Tyvek
00-8-DUPONT.

RECEIVED 10:29 AM JUL 10 2017

RECEIVED 10:29 AM JUL 10 2017

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

ORIGINAL

LEGAL NOTICE
Advertisement for Invitation for Bids

June 12, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. **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:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NO:	**IFB 17-019/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, July 11, 2017**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – June 14, 2017 & June 21, 2017

IFB 17-019/YS
Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Bids due: 11:00 AM CDT, Tuesday, July 11, 2017

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission 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 response being declared as non-responsive.

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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 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 judgment 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.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

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 – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

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. Emergency/Declared Disaster Requirements

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

9. Award

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

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

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

10. 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.

11. 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.

12. Fiscal Funding

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

13. 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.

14. 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.

15. Specifications

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

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

16. Delivery

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

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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.

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

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

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

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

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items

and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County for a period of three (3) years.

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

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

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

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

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

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

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

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

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

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

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial

practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall 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 specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

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

Workers' Compensation	Statutory Coverage (see attached)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly

with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer (email: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 17-019/YS.

Scope

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from August 1, 2017 through July 31, 2020.**

Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed (arupp@co.jefferson.tx.us) or faxed (409-722-2830) to the attention of Alex Rupp, Airport Director.

All price changes will be emailed to Alex Rupp, Airport Director at **arupp@co.jefferson.tx.us**, and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Nederland, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

Jefferson County is subject to taxes and fees as follows:

Tax or Fee	AV Gas Low Lead 100	Jet A
Federal Gas Tax	$0.19790	$.24590
Total Tax/Fee per Gallon	**$0.19790**	**$.24590**

Include state fees and federal taxes totaling $0.19790 per gallon on AV Gas Low Lead 100 and federal taxes of $0.24590 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

Approximate Annual Usage

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

Technical Specifications

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive**.

Estimated Volume

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 50,000 gallons of AV Gas Low Lead 100 and 550,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

Credit Cards/"Effective" Bids

Bids shall offer credit card processing for all major credit card for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of $0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military AIRCARDs. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

Branded or Unbranded

Bids may be for Branded or Unbranded supply contracts, however bidder must specify.

Training, Quality Control and Risk Management

Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs.

Refueler

Bid shall include provision of a 3,000 gallon Jet A refueler truck, including full maintenance coverage except for tires and batteries, no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck if unable to drive and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

- Stainless Steel Tanks
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation
- Bottom load point located on passenger side

Into-Plane Contract Fuel

Bidders may offer "Into-Plane Contract Fuel" programs. The County may accept or reject such programs independent of other items bid within this request.

Co-Mingle

Jefferson County will not accept a bid that proposes co-mingling of fuel.

Signs

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

Additional Marketing Support

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid.

County Equipment

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck and one (1) 3000 capacity Jet A truck.

Contact

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

Bidder Information Form

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

Bid Name & Number: Term Contract for Aviation Fuel for Jack Brooks Regional Airport, IFB 17-019/YS

Bidder's Company/Business Name: EASTERN AVIATION FUELS

Bidder's TAX ID Number: 56-1101119

Contact Person: BYRON GRAY **Title:** SALES REP

Phone Number (with area code): 972.358.6809

Alternate Phone Number if available (with area code): 800.334.5732

Fax Number (with area code): 252.633.3125

Email Address: BYRON@EASTERNAVIATIONFUELS.COM

Mailing Address (Please provide a physical address for bid bond return, if applicable):

601 N. MCCARTHY BLVD.
Address

NEW BERN, NC 28561
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1 , _____ , _____ , _____ , _____ .

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

EASTERN AVIATION FUELS
Company Name

601 N MCCARTHY BLVD.
Address

NEW BERN, NC 28561
City State Zip

Byron Gray
Signature of Person Authorized to Sign

BYRON GRAY
Printed Name

SALES REP.
Title

For clarification of this offer, contact:

BYRON GRAY
Name

972.358.6809
Phone Fax

BYRON@EASTERNAVIATIONFUELS.COM
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years, from August 1, 2017 through July 31, 2020.

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

This contract shall henceforth be referred to as Contract No. IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Item 1.

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~53,000~~ 50,000 gallons	AV Gas Low Lead 100		$ 2.50714	$125,357.00
	Platts Reference Price for 6-27-2017	$ 1.50664		
	Bidder's Markup	$ .7050		
	Taxes/Fees per Gallon	$ .1979		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 2.40954	$120,477.00
	Texas Delivery Fee (per delivery) **Freight**		$ .0976	$4,880.00

Item 2.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~750,000~~ 550,000 galloons	Jet A		$ 1.669	$917,950.00
	Platts Reference Price for 6-27-2017	$ 1.25910		
	Bidder's Markup	$ .08		
	Taxes/Fees per Gallon	$ .2459		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 1.5850	$817,750.00
	Texas Delivery Fee (per delivery) **Freight**		$ .0840	$46,200.00

Name of Company: EASTERN AVIATION FUELS

Bid Form (Continued)

Credit Cards honored and service fees:

SHELL AVIATION	0 %	AVCARD	3.0 %
VISA / MC	1.9 %	DISCOVER	2.25%
MULTISERVICE	2.6 %	GOVT. AIR CARD	3.5%
AMERICAN EXPRESS	2.5 %		

Weighted Average of Fees (50% major oil)	$ .0131
Increment due to the Average of Credit Card Fee	$ .0131
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 2.40954
Total Effective Bid per Gallon	$ 2.50714
Jet A Effective Bid per Gallon	$ 1.5850
Total Effective Bid per Gallon	$ 1.6690
Effective Bid Value, Grand Total	$ 1,043,307.00
Bid Surety	$ N/A
Additional Marketing Support (co-op advertising)	$.005 per gallon

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$ 17,940.00
Make/Model	2017 INTERNATIONAL

Name of Company: EASTERN AVIATION FUELS

Acknowledgment of Addenda (if any):

Addendum 1 BG Date Received 6/30/2017

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: **SUGAR LAND REGIONAL AIRPORT (GLOBAL SELECT)**

Address: **12888 B HWY 6 SOUTH SUGAR LAND, TX 77498**

Contact Person and Title: **PHILLIP SAVKO (DIRECTOR) OR ELIZABETH ROSENBAUM (ASST DIR.)**

Phone: **281.275.2100** Fax: _____

Email Address: **psavko@sugarlandtx.gov** Contract Period: **7 years**

Scope of Work: **Branded Shell Dealer**

REFERENCE TWO

Government/Company Name: **CHRISTIANSEN AVIATION**

Address: **200 LEAR JET LANE TULSA, OK 74132**

Contact Person and Title: **BILL CHRISTIANSEN**

Phone: **918.298.6650** Fax: _____

Email Address: **bill@christiansenaviation.com** Contract Period: **5 years**

Scope of Work: **Branded Shell Dealer**

REFERENCE THREE

Government/Company Name: **CORNER STONE AIR CENTER**

Address: **4001 MAIN STREET FORT WORTH TX**

Contact Person and Title: **THOMAS TREJO**

Phone: **817.625.5703** Fax: _____

Email Address: _____ Contract Period: **5 years**

Scope of Work: **Branded Shell Dealer**

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

EASTERN AVIAITON FUELS
Bidder (Entity Name)

601 N MCCARTHY BLVD
Street & Mailing Address

NEW BERN, NC 28561
City, State & Zip

800.334.5732
Telephone Number

Byron@easternaviationfuels.com
E-mail Address

Signature

BYRON GRAY
Print Name

7/7/2017
Date Signed

252.633.3125
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____
Signature of vendor doing business with the governmental entity

7/7/2017
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

BYRON GRAY
Printed Name of Authorized Representative

Signature

SALES REP
Title

JULY 7, 2017
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Byron Gray

Title: Sales Rep

Signature: Byron Gray

Date: 7/7/2017

E-mail address: Byron@EasternAviationFuels.com

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

Name (print or type): Will Latham

Title: CFO

Date: 7/7/2017

E-mail address: Will@EasternAviationFuels.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

☒ I certify that **EASTERN AVIATION FUELS** [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is **NEW BERN, NC** (city and state).

Taxpayer Identification Number (T.I.N.):	**56-1101119**
Company Name submitting bid/proposal:	**EASTERN AVIATION FUELS**
Mailing address:	**601 N. MCCARTHY BLVD NEW BERN, NC 28561**
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF North Carolina COUNTY OF Craven

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

on this day personally appeared Robert L. Stallings, IV (name), who

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

"I, Robert L. Stallings, IV (name) am a duly authorized officer of/agent

for Eastern Aviation Fuels, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Eastern Aviation Fuels, Inc. (name of firm).

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

Name and address of bidder: Eastern Aviation Fuels
601 McCarthy Blvd New Bern, NC 28562

Fax: 252-633-3125 Telephone# 252-633-0066

by: Robert L. Stallings IV (print name) Title: President

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Robert L. Stallings IV on

this the 6th day of July, 2017.

Nancy T. Davis
Notary Public in and for
the State of North Carolina

NANCY T. DAVIS NOTARY PUBLIC CRAVEN COUNTY, NC

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: 17-019/YS

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **Tuesday, July 11, 2017**

Addendum No.: 1 (one)

Issued (Date): June 30, 2017

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Corrected Estimated Quantities on Revised Bid Form (attached)

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST: _____ Authorized Signature (Bidder)

Witness _____ Title of Person Signing Above

Witness _____ Typed Name of Business or Individual

Approved by: _____ Date: 6/30/17 _____ Address

Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Item 1.

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~53,000~~ 50,000 gallons	AV Gas Low Lead 100		$ 2.50714	$125,357.00
	Platts Reference Price for 6-27-2017	$ 1.50664		
	Bidder's Markup	$ .7050		
	Taxes/Fees per Gallon	$ .1979		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 2.40954	$120,477.00
	Texas Delivery Fee (per delivery) **Freight**		$ .0976	$4,880.00

Item 2.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~750,000~~ 550,000 galloons	Jet A		$ 1.669	$917,950.00
	Platts Reference Price for 6-27-2017	$ 1.25910		
	Bidder's Markup	$ .08		
	Taxes/Fees per Gallon	$ .2459		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 1.5850	$817,750.00
	Texas Delivery Fee (per delivery) **Freight**		$ .0840	$46,200.00

Name of Company: EASTERN AVIATION FUELS

Bid Form (Continued)

Credit Cards honored and service fees:

SHELL AVIATION	0 %	AVCARD	3.0 %
VISA / MC	1.9 %	DISCOVER	2.25%
MULTISERVICE	2.6 %	GOVT. AIR CARD	3.5%
AMERICAN EXPRESS	2.5 %		

Weighted Average of Fees (50% major oil)	$ .0131
Increment due to the Average of Credit Card Fee	$ .0131
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 2.40954
Total Effective Bid per Gallon	$ 2.50714
Jet A Effective Bid per Gallon	$ 1.5850
Total Effective Bid per Gallon	$ 1.6690
Effective Bid Value, Grand Total	$ 1,043,307.00
Bid Surety	$ N/A
Additional Marketing Support (co-op advertising)	$.005 per gallon

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$ 17,940.00
Make/Model	2017 INTERNATIONAL

Name of Company: EASTERN AVIATION FUELS

Acknowledgment of Addenda (if any):

Addendum 1 BG Date Received 6/30/2017

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

AVIATION FUEL BID (IFB 17-019/YS)

JACK BROOKS
REGIONAL AIRPORT

JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701

AVIATION FUEL PROPOSAL

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

Ref: Jack Brooks Regional Airport RFP

Thank you for being a valued customer of Eastern Aviation Fuels as a Shell Aviation branded dealer. The Jack Brooks Regional Airport has been an asset to our brand for the past 3 years. Our goal is to continue servicing Jefferson County and to meet your expectations as a valued customer.

Eastern Aviation Fuels is the exclusive marketing agent for Shell Aviation in North America. We service over 500 plus branded FBO's as well as hundreds of unbranded facilities across the United States. In addition, we provide fuel and support to corporate flight departments, airlines and the US military across the United States.

Eastern Aviation Fuels is not only a fuel supplier, but assists with marketing programs, refueling equipment, supplies, support, credit card processing and has outstanding incentive packages to create a partnership for success.

The aviation industry has experienced challenging economic times, and with our combined effort, we work together to market your business. The Shell Aviation Contract Fuel Program has experienced a 300% growth over the past two years. Our program benefit the end user, cost reductions to the FBO's and the Shell brand name is the core reason for its growth. Our additional programs have been developed to reduce your costs, share your message, market to key customers that use the airports in your surrounding area. Together we develop a program that will help your organization succeed.

Eastern Aviation Fuels understands our customers have options. As you review our proposal you can better understand who we are, and how we can support your needs beyond supplying fuel.

Best regards,

Byron Gray
Eastern Aviation Fuels

OUR OBJECTIVE

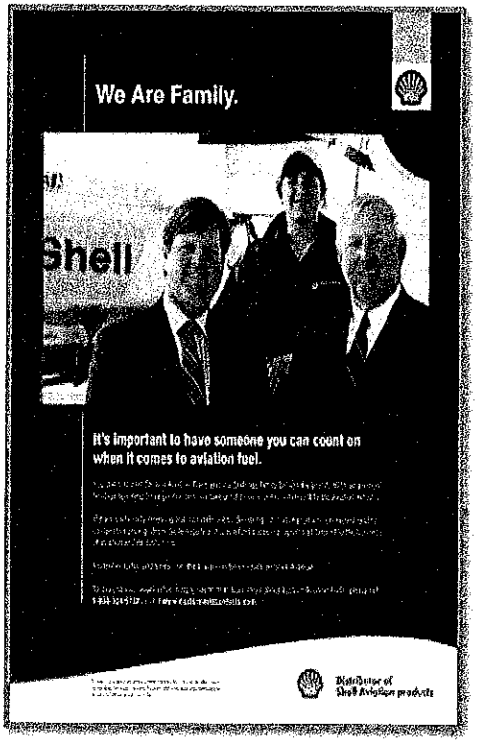
Eastern Aviation Fuels has been delivering quality service for over 42 years. Our primary objective is to develop a partnership with our customers and to grow your business in a challenging world. We set high standards of performance and ethical behaviors for our team of professionals.

We have develop a strong reputation based on our performance to deliver a high standard to our customers. We base our core values of honesty, integrity and respect for people. Our Business Principles based on these core values, indicate how we promote trust, openness, teamwork, professionalism, and pride in what we do.

Our team of professional strive to deliver a quality product based on these principles. We look forward to developing a partnership with your business.

TAKE OFF WITH EASTERN AVIATION FUELS & SHELL AVIATION

COMPANY OVERVIEW



- Founded in 1975 by Buddy Stallings, Chairman.
- Exclusive general aviation sales and marketing entity for Shell Aviation products in the United States since 2004.
- 500 plus Branded Shell FBOs throughout the United States.
- 100% commitment to the General Aviation Market through membership, product, sales and support.
- 75 plus dedicated employees who are customer service oriented located around the United States.
- A large fleet of aviation refuelers to meet our customers daily demands and special events.
- Quality Control Audit Team dedicated to the consistent delivery of quality product and support.
- Dedicated sales and marketing team located throughout the United States who support daily operations.
- Contract Fuel Programs has seen a 300% growth in the past two years and is designed to promote your organization to the aviation industry.
- Shell AeroClass Loyalty rewards program to promote sales and customer appreciation.
- Shell is one of the largest domestic suppliers of aviation related products with terminal ownership and aviation fuel supply.

SUMMARY OF OFFERINGS

FUEL QUALITY:
Providing a quality product is extremely important and should not come at a cost. All branded dealers will be furnished with Shell Aviation Forms (ATA 103). These forms must to utilized for all fuel facilities and equipment. To be conducted daily by airport personnel. All fuel deliveries must be properly documented and delivery paperwork will be provided by transportation carrier. To be completed by airport personnel. At any time fuel quality is in question or of concern our Quality Control Department must be contacted.

PRICING: (See pricing page for breakdown)

Jet A: GC Mean plus $.08

Avgas: GC 93 PUL plus $.7050

CREDIT CARD RATES:
We offer competitive credit card rates, which are outlined as required. Daily batch settlements will be sent and settlement funds will be deposited within 48 hours (excluding holidays & weekends). We offer our online based Atlas Software system to our branded customer. Our credit card processing systems work with Total Aviation Software, QT Technologies, Fuel Master systems and other FBO software programs.

Shell Aviation Cards:	0%
Visa/Master Card:	1.9% (qualified only)
American Express:	2.5%
Avcard:	3.0%
Multiservice:	2.6%
Discover:	2.25%
Govt. Air Card:	3.5% without DESC contract
	0% with DESC contract

SUMMARY OF OFFERINGS

QUALITY CONTROL & TRAINING:
Quality Control will perform a prebrand audit and additional annual audits to ensure compliance to industry, government and Shell standards. We conduct 4 training seminars annually at no charge to our customers (customers responsible for travel and hotel). We will provide all required Shell Aviation forms that meet ATA 103 standards, training CD's, and 24/7 support.

SHELL AEROCLASS REWARDS:
Our pilot rewards program is designed to enhance your offering of appreciation to your loyal customers. Pilots will earn $.01 per gallon and can redeem them for a $25 MasterCard Gift Card. Your cost to participate in the program is $.02 per gallon.

MARKETING ASSISTANCE:
In addition to the marketing funds and co-op program, we will send your message to the industry. A program designed in cooperation with your leadership will target specific customers as well the aviation industry as a whole. This is accomplished through publication ads, NBAA convention, direct mailings, email blasts, social media and sponsorship programs.

FUEL TRUCKS:
We offer a large fleet and sizes of aviation refuelers to support your operation. All trucks will be designed to meet your expectation and requirements.

We will provide a new 3K refueler to replace your current vehicle to resolve any issues.

Lease Rates:

2011-2017	2006-2010
1000 gallon Avgas: $895.00	$ 595.00
3000 gallon Jet: $1495.00	$1100.00
5000 gallon Jet: $2595.00	$2000.00

Lease to purchase option available

ADDITIONAL INSURANCE COVERAGE:
Shell is pleased to offer $50,000,000 third party Aircraft Products/Completed Operations Liability Insurance free of charge to our FBO dealers, if certain guidelines and certificate of insurance are met.

SUMMARY OF OFFERINGS

ADDITIONAL PRODUCT & SERVICES:
Eastern Aviation Fuels is not just a fuel supplier but offer additional products and services to support all of your FBO requirements.

- ❑ Parts & Supplies at discounted rates
- ❑ Flight Tracking Program
- ❑ Insurance Services
- ❑ Weather Program
- ❑ A team experts to provide technical assistance for

SHELL AVIATION CONTRACT FUEL PROGRAM:
Eastern Aviation Fuels/Shell Aviation has developed a contract fuel program to enhance your exposure to thousands of aircraft operators around the world. We will assist your FBO with developing a competitive program to market your business, increase volume and reduce your operational expenses. Our program markets direct to aircraft operators to utilize our network of Shell Aviation branded dealers. All aircraft operator types are eligible to participate in our contract fuel program.

If the FBO decides to accept contract fuel, the FBO dictates the into plane margin and which additional programs to accept. Eastern Aviation Fuels will process the transactions within 48 hours.

In addition to processing the Shell Aviation Contract Fuel Program we accept other programs at the same 0% processing fee through our Buy Back Program.
(World Fuels, Avfuels, EPIC, Colt, Mercury, AEG, Arrow, CJP, and several others)

Shell Aviation Contract Fuel Program Customers:

Enrolled into our Shell Aviation Contract Fuel Program are FAR 121, 125, 135, & 91 operators, which our branded FBO's have seen credit card fee savings, growth in gallons and greater client base exposure. The following are just a few of our major customers:

NetJets	Landmark Aviation
Flight Options	AB Jets
TMC Aviation	Talon Air
Delta Private Jets	Hop A Jet
Cessna (CJP)	Air Evac Life Team
GAMA (Wheels UP)	

SUMMARY OF OFFERINGS

ADDITIONAL INCENTIVES/CHANGES FROM CURRENT CONTRACT:

- ❑ Provide new 3K refueler to replace existing vehicle built to RFP specifications.
- ❑ Provide $ 10,000.00 toward marketing/fuel related improvements
- ❑ Discounted credit card rates from current contract
- ❑ Reduced fuel margins from current contract.
- ❑ Shell Aviation brand and recognition demonstrating a quality product and support
- ❑ $50,000,000 in product liability insurance at no charge.
- ❑ Marketing campaign (direct mailers & E-mails) promoting your business at no charge.
- ❑ Provide NATA Safety 1st at discounted rates.
- ❑ $500 annually toward special events
- ❑ Coop program $.005 per gallon purchased (marketing)
- ❑ Annual Quality Control audit & 24/7 support no charge

REFERENCES:

Sugarland Regional Airport (Global Select)
Mr. Phil Savko, Director of Aviation
12888 B-Highway 6 South
Sugarland, TX 77498
866.435.9747

Christiansen Aviation
Mr. Bill Christiansen
200 Lear Jet Lane
Tulsa, OK 74132
918.298.6650

FUEL PRICING & CONDITIONS

BEAUMONT, TEXAS						
JET A				AVGAS		
	PRIMARY				PRIMARY	SECONDARY
TERMINAL	PASADENA			TERMINAL	TYLER	BATON ROUGE
INDEX	GCM			INDEX	GCM 93 PUL	GCM 93 PUL
INDEX RATE	1.259100	0.000000		TERMINAL RATE	$2.151640	$2.44214
DIFFERENTIAL	0.080000	0.000000		MARK UP	$0.060000	$0.06000
*STATE TAX	0.000000	0.000000		*STATE TAX	$0.000000	$0.00000
FET	0.244000	0.000000		FET	$0.194000	$0.19400
FEES	0.001900	0.000000		FEES	$0.003900	$0.00087
**FREIGHT	0.084000	0.000000		**FREIGHT	$0.097600	$0.14000
DELIVERED PRICE	1.669000	0.000000		DELIVERED PRICE	$2.507140	$2.837010

* TAXES: THE STATE SALES TAX FOR AVIATION FUEL IS NOT INCLUDED IN THE ABOVE LISTED PRICING. THIS AMOUNT IS NOT CHARGED TO SHELL AVIATION DEALERS IF A COPY OF YOUR SALES TAX EXEMPTION FORM IS PROVIDED TO EASTERN AVIATION FUELS/SHELL AVIATION TO KEEP ON FILE.

** FREIGHT CHARGES: EAF DOES NOT CONTROL THE RATES TRANSPORT CARRIERS CHARGE TO DELIVER PRODUCT TO OUR CLIENTS. WE SEND OUT REQUESTS TO SEVERAL CARRIERS IN ORDER TO GET THE LOWEST PRICE POSSIBLE BUT LOOK FOR SAFETY, DEPENDABLITY AND TRAINING AS A KEY FACTOR TO DETERMINE THE BEST COMPANY. IF YOUR ORGANIZATION HAS A PREFERRED CARRIER, PLEASE NOTIFY YOUR SALES REPRESENTATIVE.

PRICING DATE 6/27/17 THRU 7/3/17

FUEL TERMS & CONDITIONS

Quality Control Standards & Product Type:

- ❑ Jet A meets the ASTM Specification D1655 (latest edition)
- ❑ Aviation Gasoline 100LL meets the requirements of the ASTM Specification D910 (latest edition).

Product delivery: (based on a full product load)

- ❑ Jet A: 8000 gallons (Delivery made within 24 hours if ordered before noon)
- ❑ Avgas: 8500 gallons (Delivery made within 24 to 72 hours if ordered before noon)
- ❑ All deliveries based on customer request
- ❑ All delivers will include Bill of Lading, EAF and Certificate of Analysis.

Contract & Credit terms:

- ❑ 3 year contact

EXCESS LIABILITY INSURANCE

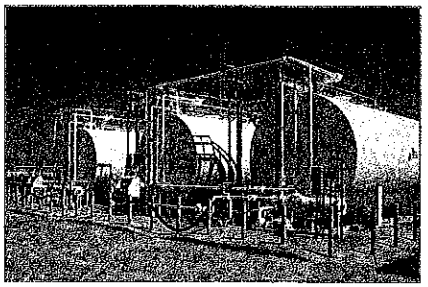
Shell is pleased to offer $50,000,000 third party Aircraft Products/ Completed Operations Liability Insurance free of charge to our FBO dealers, if certain guidelines and certificate of insurance are met.

In order to participate in the Shell Excess Aviation Liability Insurance program, you must provide Shell Aviation and Eastern Aviation Fuels Inc. with a *Certificate of Insurance* from your insurance provider that:

Names **both** ***Shell Aviation, dba Shell Oil Products Company U.S., LLC and Eastern Aviation Fuels, Inc.***, as additional insured parties with respect to liability arising from your aviation operations.
AIRPORT LIABILITY---Reflects a minimum limit of $500,000 per occurrence (without restrictive per-person sub-limits for bodily injury and/or property damage) and evidence of both *aviation premises and products/completed operations liability coverage.*

If your primary policy contains sub-limits lower than $500,000 per occurrence that preclude you from participating in the Shell excess liability insurance program or you are not interested in participating in the Shell excess insurance program for some other reason, but you would like to be a branded Shell account, you may still do so.

The minimum insurance requirements for branding are $500,000/occurrence with a minimum of a $100,000/ occurrence sub-limit for bodily injury and/or property damage.



FUEL TRUCK PROGRAM

We maintain a large fleet of aviation refuelers for lease, purchase, or temporary use. Our lease programs are suited to the needs of each customer. We offer our customers the best quality refueler fleet on the market. Our new standard fuel trucks meet or exceed the highest industry standards and come equipped with state of the art options designed to perform.

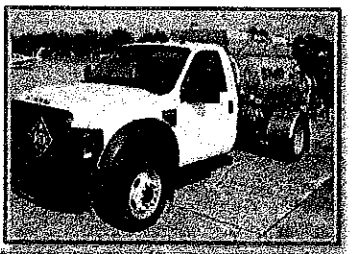
Lease Program (no charge for 12 months)

- ❑ Provide refuelers for special events.
- ❑ Our Quality Control Audit Team will perform an annual inspection of all fuel trucks regardless of ownership and inspections of the fuel farm at no charge to our customers.

LEASE TO PURCHASE PROGRAM

- ❑ We offer a lease to purchase program based on age of truck and monthly rate.

Quality Fuel Truck Program		
TYPE	2011-2017	2006-2010
750 Gallon AVGAS	$795/month	$595/month
3000 Gallon Jet	$1495/month	$1100/month
5000 Gallon Jet	$2550/month	$2000/month

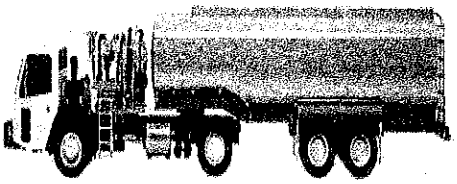


FUEL TRUCK PROGRAM (CONT.)

An essential component to any successful FBO operation is having the right fuel truck for the operation. The ability to custom design a key asset of your refueling operation improves efficiencies, standardization, reduction of maintenance down times while having asset ownership or leasing.

Key Components:

- ❑ Our Quality Control Audit Team will perform an annual inspection of all fuel trucks regardless of ownership to include inspections fuel farm at no charge to our customers.
- ❑ Favorable financing terms.
- ❑ New equipment with factory warranties.
- ❑ Owning your equipment provides better controls for an asset management with long term value.
- ❑ Supplemental refueler support available by EAF.
- ❑ Early buyout option available.
- ❑ All trucks meet NFPA 407 and ATA 103 industry standards.
- ❑ All new trucks are built to spec's and pricing can vary based on requirements.
- ❑ All jet trucks come with multiple meters, reels, filtration, water defense, additive injectors (if required), diesel engines, millipore fittings and properly decaled mounte on a International Chassis.
- ❑ All avgas trucks single meter and reels, filtration, gas engines and properly decaled mounted on a Ford F-450 chassis.
- ❑ Schematics can vary and can be provided upon vehicle determination.
- ❑ Exchange option is available.



Delivery Dates: New and used trucks varies based on availability and current inventory.

CREDIT CARD PROCESSING

Shell offers the most extensive Credit Card processing system in the aviation industry. Utilizing the Verifone VX-820 POS machine and funds are processed and deposited **within 48 hours** of the transaction.

CARD TYPE	PROCESSING FEE
Shell Aviation	0.0%
Shell Fleet /Shell Retail	0.0%
Shell Contract Fuel	0.0%
Shell MasterCard	0.0%
MasterCard/Visa	1.90%
American Express	2.50%
Discover	2.25%
Multiservice Card	2.60%
U.S. Government Air Card	3.50%

- ❑ No monthly fees
- ❑ Supplies provide at no cost
- ❑ Compatible with QT and Fuel Master Systems
- ❑ Compatible with Atlas, Total FBO, FBO Manager, Total Aviation Software and other programs.
- ❑ Process all airport related sales
- ❑ Process Government Air Card
- ❑ Provide POS machine at no cost
- ❑ Daily batch reports
- ❑ Deposits made very 48 hours
- ❑ On line merchant reports provide great detail
- ❑ Credit card fees are line itemed

CONTRACT FUEL PROGRAM

SHELL CONTRACT FUEL PROGRAM

EASY

- ❑ No pre-authorization or fuel release is required.
- ❑ Pilots may fly into any Shell Contract Fuel location and receive pre-negotiated prices.

PAYMENT TERMS

- ❑ 0% Processing Fees
- ❑ Improved cash flow because Shell reimburses the dealer within 48 hours .

CONVENIENT

- ❑ Available at nearly 500 locations across the country
- ❑ Easy access to on-line bill pay
- ❑ Can be used for any aviation related expenses at Shell FBOs

LOCATIONS AND PRICING

- ❑ Weekly pricing distribution
- ❑ List of participating Shell FBO locations emailed weekly and available on-line

DEDICATED STAFF

- ❑ Dedicated sales team
- ❑ Sole responsibility is to drive business to your FBO

CUSTOMERS SERVED

- ❑ Air Cargo, Flight Departments, Air Ambulances, Airline Charter and General Aviation operators.

OTHER CONTRACT FUEL PROGRAMS

- ❑ Eastern Aviation Fuels will process all other Contract Fuel Programs with the same payment terms through our Buy Back Program.

QUALITY CONTROL & TRAINING

Eastern Aviation Fuels takes Quality Control, Fuel Handling education and Training responsibilities very seriously. Our in-house Quality Control Team provides support and training as follows:

- ❑ Pre-brand audit inspection to provide a detail overview or your current system and recommendations.
- ❑ Annual onsite audits.
- ❑ 4 Training Seminars conducted annually at varies locations across the United States.
- ❑ Our Q/C staff is available 24/7.
- ❑ Our Q/C staff consists of 4 in-house inspectors located at varies locations across the United States.
- ❑ Provide all of our customers with the ACE Training Program.
- ❑ Provide all of our customers with the latest ATA-103 record keeping forms.
- ❑ Technical support as it relates to fuel handling.

QUALITY CONTROL STANDARDS:

- ❑ All branded dealers will be furnished with Shell Aviation Forms (ATA 103). These forms must to utilized for all fuel facilities and equipment. To be conducted daily by airport personnel.
- ❑ All fuel deliveries must be properly documented and delivery paperwork will be provided by transportation carrier. To be completed by airport personnel.
- ❑ At any time fuel quality is in question or of concern our Quality Control Department must be contacted.
- ❑ At any time the quality of the fuel being delivered is in question our Quality Control Department must be contact for direction as to the appropriate action.

Quality Control Contact Information:

Eastern Aviation Fuels
Mr. Michael Mattern
Director of Quality Control
252.671.3169 Cell
800.334.5732 Office

PROVIDING QUALITY PRODUCT SHOULD NOT COME AS A COST

QUALITY CONTROL SEMINARS

Quality Control is paramount and at Eastern Aviation Fuels "QC" is a top priority.

You can never know too much about fuel quality control, so Eastern Aviation Fuels is pleased to provide industry leading classroom and hands – on training for FBOs and corporate flight departments. This training will ensure that you are in compliance with current industry standards and best practices for aviation fuel handling and storage from the time it arrives at your location to the wingtip.

Topics Covered to Include:

- ❑ Helpful fuel tips and facts
- ❑ Spill Prevention Control Countermeasures (SPCC)
- ❑ ACE Training
- ❑ Receipt of fuels
- ❑ Transport Driver Training
- ❑ Records keeping procedures and techniques
- ❑ FAR 139.321 certification
- ❑ Hands on training of aviation fuel and storage QA procedures
- ❑ Hazmat Shipping Certification (1203 & 1863 products only)

We invite you to join us at one of our Seminars.

Quality Control Seminars:
February 14 – 16, 2017: Tampa, FL
March 28 – 30, 2017: Sacramento, CA
June 20 – 22, 2017: Charlotte, NC
October 24 – 26, 2017: Warwick, RI
November 14 – 16, 2017: Bowling Green, KY

NATA SAFETY 1ST PROGRAM

Eastern Aviation Fuels has teamed with NATA Safety 1st to train your staff:

Safety

- ❑ This program will train your staff to handle varies types of general aviation aircraft
- ❑ Proper fueling and towing technique to reduce accidents and increase customer service.
- ❑ The program includes testing and training certificates for all staff members.

Discounted Pricing for Shell Branded Dealers

SAFETY 1ST

EASTERN AVIATION FUELS DISCOUNTED PRICING

Training	NATA Member	Non -NATA Member
PLST Initional Training	$128/seat	$178/seat
PLST Recurrent Training	$105/seat	$155/seat
Supervisor Online	$244/seat	$294/seat
CSSS	$80/seat	$130/seat
De/Anti-Icing	$115/seat	$165/seat
OSHA	$20/ module	$24/module
AFCT Online	$525/ module	$625/module

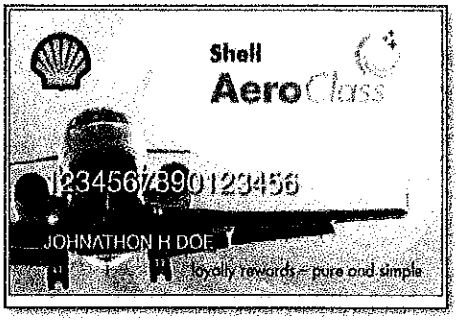
RETAIL PRICING

Training	NATA Member	Non -NATA Member
PLST Initional Training	$310/seat	$620/seat
PLST Recurrent Training	$155/seat	$310/seat
Supervisor Online	$365/seat	$520/seat
CSSS	$125/seat	$250/seat
De/Anti-Icing	$155/seat	$310/seat
OSHA	$24/ module	$28/module
AFCT Online	$525/ module	$725/module

SHELL AERO CLASS REWARDS PROGRAM

Shell AeroClass Loyalty rewards program provides an incentive for pilots to purchase fuel. When a program member refuels at a participating Shell dealer, the reward member will receive points good towards MasterCard gift cards.

- ❑ **Increase fuel uplifts**
- ❑ **Increase profits**
- ❑ **Reward customer loyalty**
- ❑ **Promotes your FBO**
- ❑ **Customers reward points per gallon purchased**
- ❑ **Over 12,000 pilots enrolled**



❑ **AeroClass App**

The AeroClass program has gone mobile with the App available from the Android Market and iTunes.

❑ **Supplies & Training**

Eastern Aviation Fuels will provide free of charge all supplies and marketing materials needed to promote the AeroClass program as well as onsite training.

❑ **CSR Sign Up Incentive**

Eastern Aviation Fuels will give CSRs at participating FBOs $5 (in MasterCard gift cards) for each new pilot the sign up during the first six months of the program.

❑ **AeroClass Promotion**

Eastern Aviation Fuels will provide 100,000 AeroClass points, a $1,000 value to your FBO to jumpstart the program.

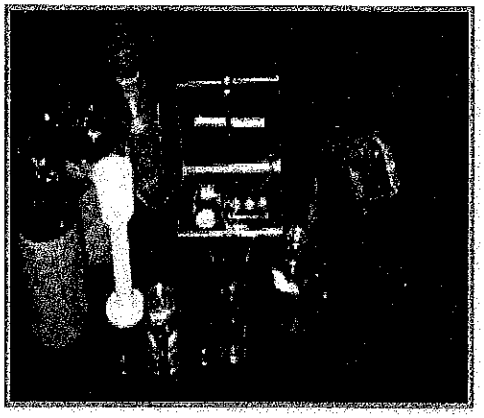
PARTS & SUPPLIES

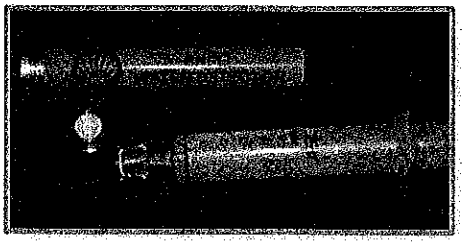
FBO Parts and Supplies

We know how difficult it can be for our FBOs to acquire aviation parts and equipment. That's why we distribute refueling equipment from leading manufacturers. We maintain a large inventory of parts to handle unexpected emergencies, and we have negotiated the lowest prices from our suppliers so that we can pass these savings along to our customers.

Following is a list of some of our suppliers:

- ❑ **Gorman-Rupp**
- ❑ **Velcon Filters**
- ❑ **Hannay Reels**
- ❑ **Betts Valves**
- ❑ **Gammon Technical Products**
- ❑ **OCV**
- ❑ **Thiem**
- ❑ **Liquid Controls**





MARKETING SOLUTIONS

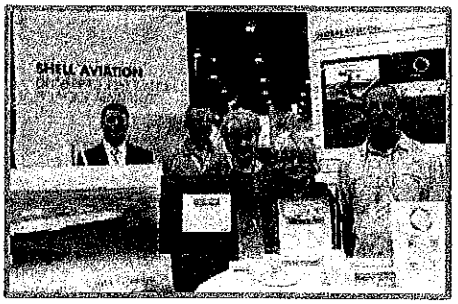
MAGNIFING YOUR VISIBILITY WITH TAILORED, INNOVATIVE SOLUTIONS.

Shell Aviation's marketing approach utilizes the most effective communication platforms, including both traditional and modern tools. Our marketing team works with the country's many aviation markets to provide our FBO customers helpful, ingenious solutions for heightening visibility, gaining new business and securing customer loyalty.

In the following pages, you will find a variety of marketing tools provided exclusively for your business. Our goal is to promote and grow your business through a partnership.

Marketing your business

- ❑ Schedulers & Dispatchers
- ❑ NBAA Annual Convention & Regional Forums
- ❑ Support for local events
- ❑ Sponsorships
- ❑ Direct marketing material
- ❑ Publications ad



CUSTOMIZED PRESS RELEASES

News Flash

Shell Welcomes Greenbrier Valley Airport and Summit Aviation

New Bern, NC, January 6, 2012 – Eastern Aviation Fuels, Inc recently announced the former Exxon FBOs, Greenbrier Valley Airport and Summit Aviation have joined the Shell FBO Network. There are currently over 400 Shell branded FBOs in the United States.

By joining the Shell FBO Network, Greenbrier Valley Airport and Summit Aviation can take advantage of some of the many FBO programs offered through Eastern Aviation Fuels.

Located in Lewisburg, West Virginia the Greenbrier Valley Airport (KLWB) is your gateway to The Greenbrier resort, The Homestead, and Snowshoe Mountain. The airport boasts a full service FBO with services including on-site car rentals, short term hanger parking and aircraft detailing. Greenbrier Valley Airport is WiFi certified with access available in the pilot lounge and on-site cafe. To learn more about Greenbrier Valley Airport visit www.gvairport.com or call 304-645-3961.

Summit Aviation (KEVY) located in Middleton, Delaware is a full service aviation center with domestic and international capabilities. Having been in operation since 1960, Summit Aviation has become an industry leader in aircraft modification and maintenance with a broad customer base including U.S. government agencies to general aviation. With over thirty skilled technicians, Summit is an approved service center for Bell, Cessna Aviall, Allison, Garrett, and Pratt & Whitney. To learn more about how Summit Aviation can meet your needs visit www.summit-aviation.com or call 800-441-9343.

Eastern Aviation Fuels was founded in 1975 and is the exclusive distributer of Shell branded aviation fuels in the United States. Eastern Aviation Fuels has aligned itself strategically with Shell to bring its FBO customers secure supply, FBO support programs, and quality Shell Fuels. To learn more visit www.easternaviationfuels.com or call 800-334-5732

Custom press release distributed to industry publications and automatically posted on www.shellga.com

Four FBOs Join Shell Network

Four more FBOs have joined the Shell dealer network in November. Spanning four states, Shell welcomes: Flagler County Airport in Palm Coast, FL; Co-Mar Aviation in Bowling Green, KY; Infinity Aviation Services in Nashua, NH; Stokes Aircraft Service in Rutherford, NC; and Foothills Regional Airport in Morganton, NC. These FBOs will be offering Shell Jet A as well as Avgas. All of these locations are full service FBOs offering unparallel customer service and facilities.

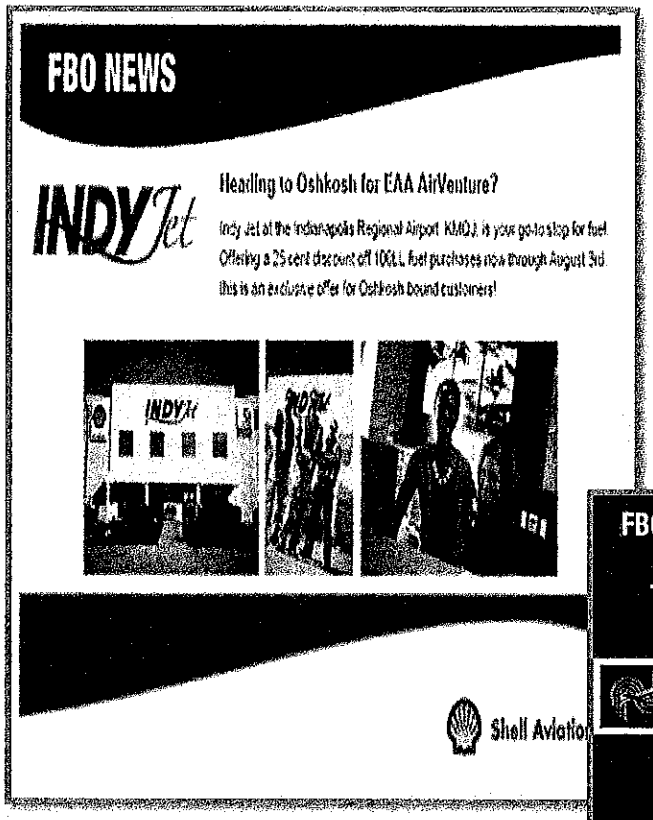
SHOWCASE YOUR FBO

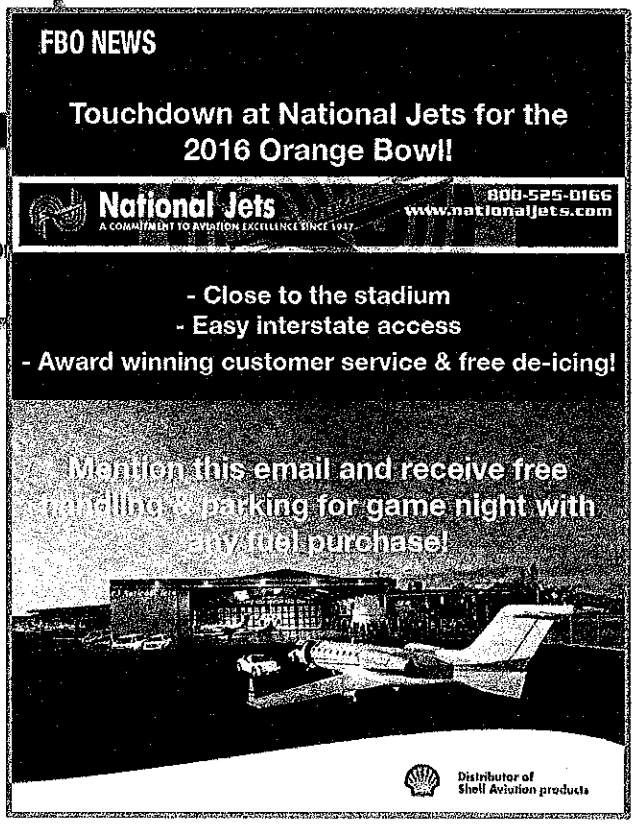
Our marketing team will collaborate with you to create a custom full page "FBO Showcase" ad to be published in Pro Pilot Magazine.

QUICK TURN QUARTERLY NEWSLETTER

You will be featured in our quarterly newsletter "Quick Turn", that is distributed to all of our customers.

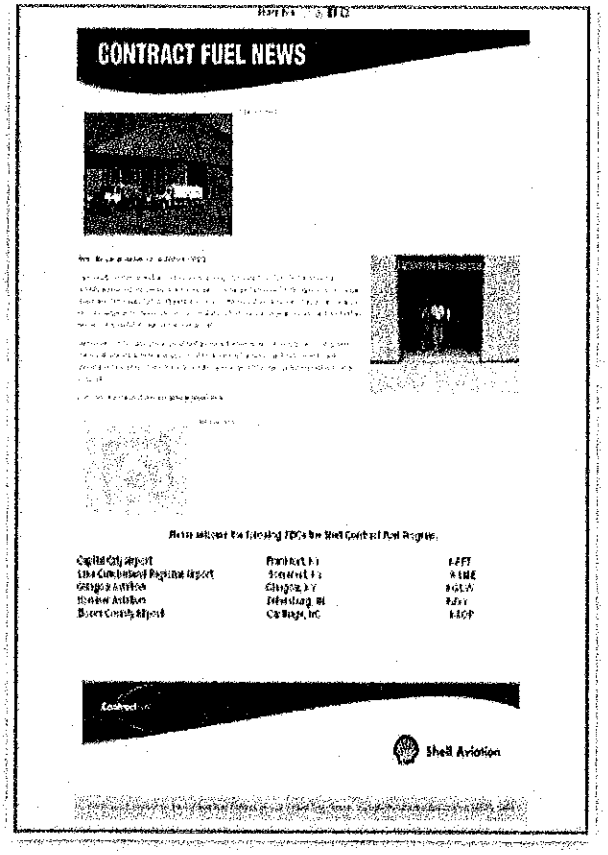
DIRECT MAILING & EMAIL CAMPAIGNS





We want to share your message to drive business to your airport for special events or promotions.

"E NEWS"



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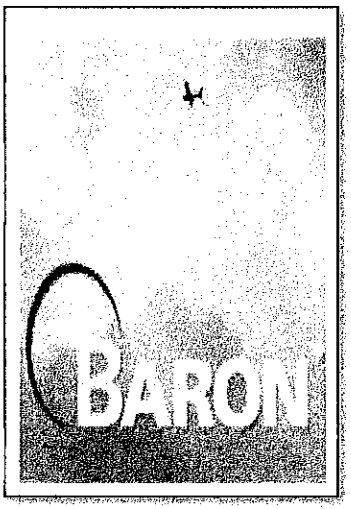

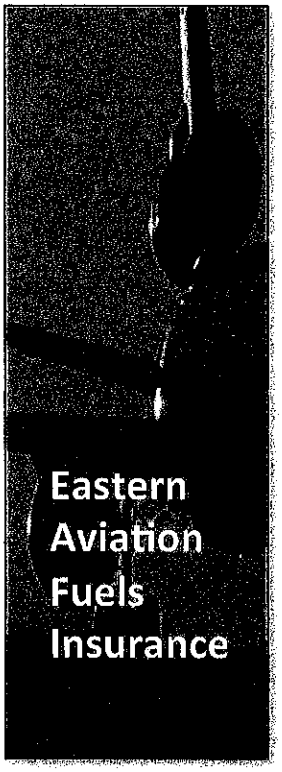

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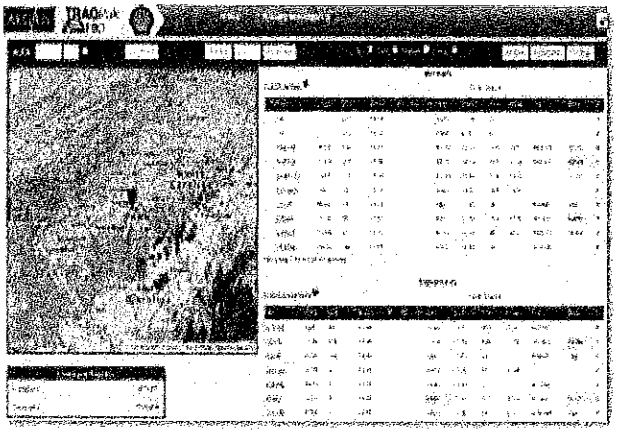

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Annual Member Concession-able Revenue	Month Commission %	Monthly Override %
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$200,001-$400,000	12%	N/A
$400,001-$500,000	14%	N/A
$500,001-$600,000	14%	1%
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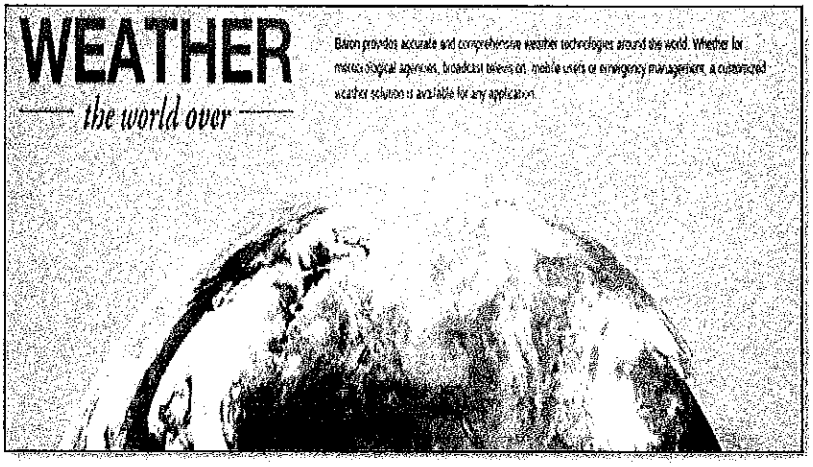

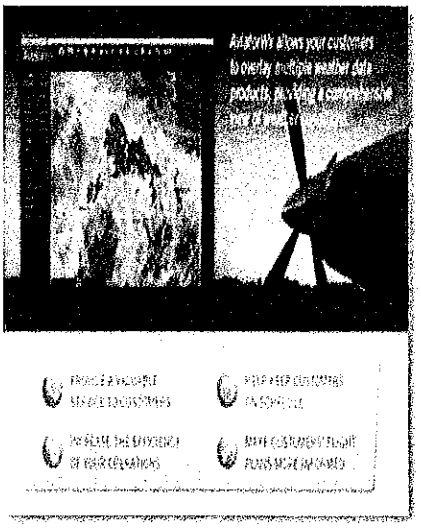

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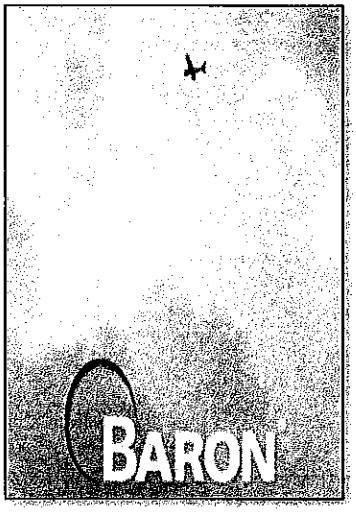

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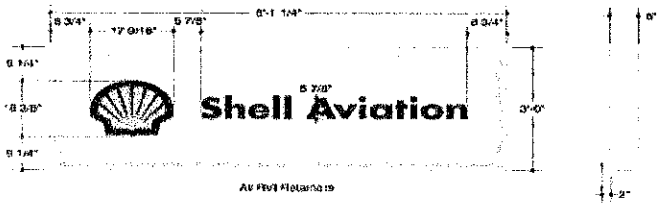
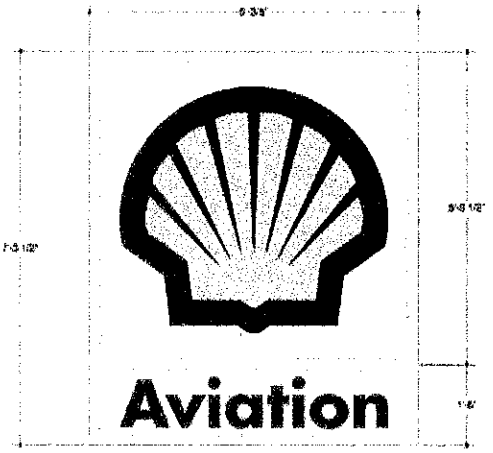
WALL MOUNTED SIGN

COLOR SPECIFICATIONS
- Yellow - LB 5625
- Red - LB 5850
- Blue - PMS 294C
- Opaque White LB-3124



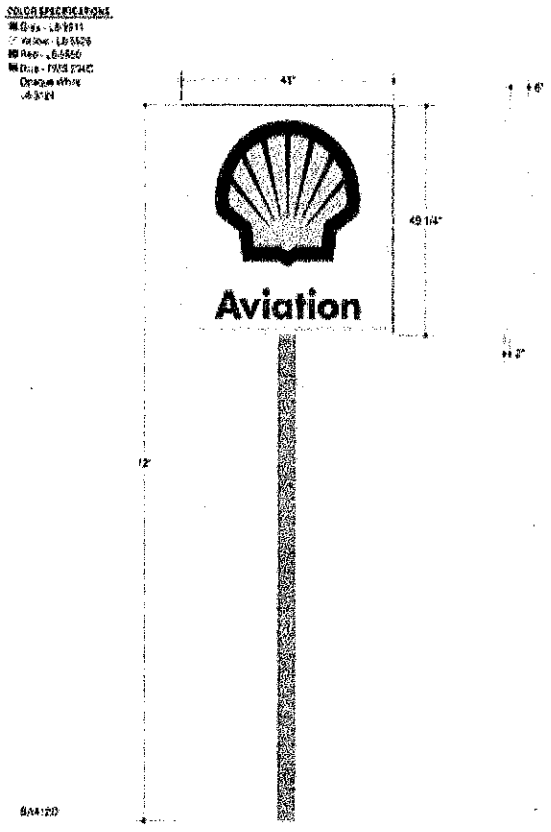
SA38S

COLOR SPECIFICATIONS
- Grey - LB 9941
- Yellow - LB 5625
- Red - LB 5850
- Blue - PMS 294C
- Opaque White LB 3124



SA60S

POLE SIGNS



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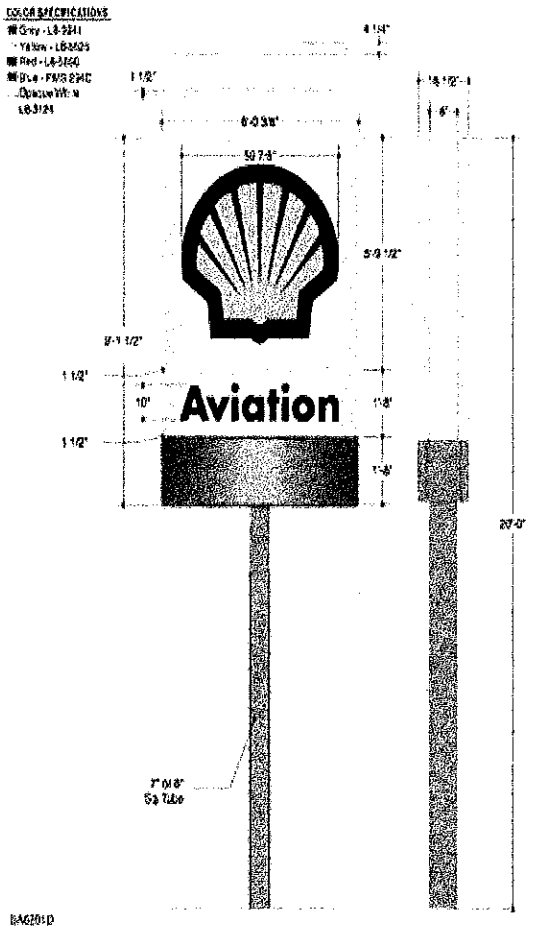

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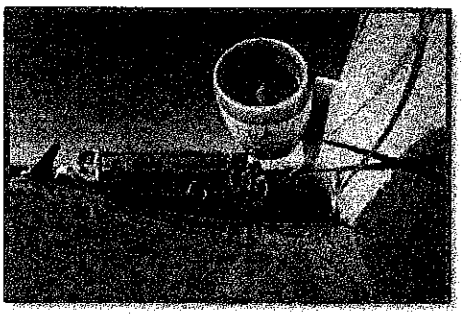

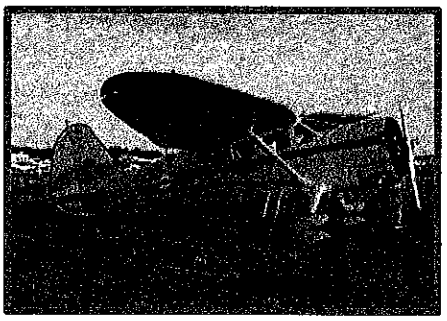

Designation: D 910 – 07

An American National Standard

Standard Specification for Aviation Gasolines[1]

This standard is issued under the fixed designation D 910; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

This standard has been approved for use by agencies of the Department of Defense.

1. Scope*

1.1 This specification covers formulating specifications for purchases of aviation gasoline under contract and is intended primarily for use by purchasing agencies.

1.2 This specification defines specific types of aviation gasolines for civil use. It does not include all gasolines satisfactory for reciprocating aviation engines. Certain equipment or conditions of use may permit a wider, or require a narrower, range of characteristics than is shown by this specification.

2. Referenced Documents

2.1 *ASTM Standards:* [2]

D 86 Test Method for Distillation of Petroleum Products at Atmospheric Pressure

D 93 Test Methods for Flash Point by Pensky-Martens Closed Cup Tester

D 130 Test Method for Corrosiveness to Copper from Petroleum Products by Copper Strip Test

D 323 Test Method for Vapor Pressure of Petroleum Products (Reid Method)

D 357 Method of Test for Knock Characteristics of Motor Fuels Below 100 Octane Number by the Motor Method[3]

D 381 Test Method for Gum Content in Fuels by Jet Evaporation

D 614 Method of Test for Knock Characteristics of Aviation Fuels by the Aviation Method[3]

D 873 Test Method for Oxidation Stability of Aviation Fuels (Potential Residue Method)

D 909 Test Method for Knock Characteristics of Aviation Gasolines by the Supercharge Method

D 1094 Test Method for Water Reaction of Aviation Fuels

D 1266 Test Method for Sulfur in Petroleum Products (Lamp Method)

D 1298 Test Method for Density, Relative Density (Specific Gravity), or API Gravity of Crude Petroleum and Liquid Petroleum Products by Hydrometer Method

D 1948 Method of Test for Knock Characteristics of Motor Fuels Above 100 Octane Number by the Motor Method[3]

D 2386 Test Method for Freezing Point of Aviation Fuels

D 2392 Test Method for Color of Dyed Aviation Gasolines

D 2622 Test Method for Sulfur in Petroleum Products by Wavelength Dispersive X-ray Fluorescence Spectrometry

D 2624 Test Methods for Electrical Conductivity of Aviation and Distillate Fuels

D 2700 Test Method for Motor Octane Number of Spark-Ignition Engine Fuel

D 3338 Test Method for Estimation of Net Heat of Combustion of Aviation Fuels

D 3341 Test Method for Lead in Gasoline—Iodine Monochloride Method

D 4052 Test Method for Density and Relative Density of Liquids by Digital Density Meter

D 4057 Practice for Manual Sampling of Petroleum and Petroleum Products

D 4171 Specification for Fuel System Icing Inhibitors

D 4177 Practice for Automatic Sampling of Petroleum and Petroleum Products

D 4306 Practice for Aviation Fuel Sample Containers for Tests Affected by Trace Contamination

D 4529 Test Method for Estimation of Net Heat of Combustion of Aviation Fuels

D 4809 Test Method for Heat of Combustion of Liquid Hydrocarbon Fuels by Bomb Calorimeter (Precision Method)

D 4865 Guide for Generation and Dissipation of Static Electricity in Petroleum Fuel Systems

D 5006 Test Method for Measurement of Fuel System Icing Inhibitors (Ether Type) in Aviation Fuels

[1] This specification is under the jurisdiction of ASTM Committee D02 on Petroleum Products and Lubricants and is the direct responsibility of Subcommittee D02.J0.02 on Aviation Gasoline.

Current edition approved July 15, 2007. Published August 2007. Originally approved in 1947 (replacing former D 615). Last previous edition approved in 2006 as D 910–06.

[2] For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

[3] Withdrawn.

***A Summary of Changes section appears at the end of this standard.**

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D 5059 Test Methods for Lead in Gasoline by X-Ray Spectroscopy
D 5190 Test Method for Vapor Pressure of Petroleum Products (Automatic Method)
D 5191 Test Method for Vapor Pressure of Petroleum Products (Mini Method)
D 6469 Guide for Microbial Contamination in Fuels and Fuel Systems
E 29 Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications

3. Terminology

3.1 *Definitions:*

3.1.1 *aviation gasoline, n*—gasoline possessing specific properties suitable for fueling aircraft powered by reciprocating spark ignition engines.

3.1.1.1 *Discussion*—Principal properties include volatility limits, stability, detonation-free performance in the engine for which it is intended, and suitability for low temperature performance.

4. General

4.1 This specification, unless otherwise provided, prescribes the required properties of aviation gasoline at the time and place of delivery.

5. Classification

5.1 Four grades of aviation gasoline are provided, known as:

Grade 80
Grade 91
Grade 100
Grade 100LL

NOTE 1—The above grade names are based on their octane/performance numbers as measured by the now obsolete Test Method D 614 (Discontinued 1970). A table for converting octane/performance numbers obtained by Test Method D 2700 motor method into aviation ratings was last published in Specification D 910–94 in the 1995 *Annual Book of ASTM Standards*, Vol 05.01.

5.2 Grades 100 and 100LL represent two aviation gasolines identical in antiknock quality but differing in maximum lead content and color. The color identifies the difference for engines that have a low tolerance to lead.

NOTE 2—Listing of, and requirements for, Avgas Grades 91/96, 108/135 and 115/145 appeared in the 1967 version of this specification. U.S. Military Specification MIL-G-5572F, dated January 24, 1978 (withdrawn March 22, 1988), also covers grade 115/145 aviation gasoline, and is available as a research report.[4]

5.3 Although the grade designations show only a single octane rating for each grade, they must meet a minimum lean mixture motor rating and a minimum rich mixture supercharge rating (see X1.2.2).

6. Materials and Manufacture

6.1 Aviation gasoline, except as otherwise specified in this specification, shall consist of blends of refined hydrocarbons derived from crude petroleum, natural gasoline, or blends, thereof, with synthetic hydrocarbons or aromatic hydrocarbons, or both.

6.2 *Additives—Mandatory*, shall be added to each grade of aviation gasoline in the amount and of the composition specified in the following list of approved materials.

6.2.1 *Tetraethyl Lead*, shall be added in the form of an antiknock mixture containing not less than 61 mass % of tetraethyl lead and sufficient ethylene dibromide to provide two bromine atoms per atom of lead. The balance shall contain no added ingredients other than kerosine, an approved oxidation inhibitor, and blue dye, as specified herein. The maximum concentration limit for each grade of gasoline is specified in Table 1.

6.2.1.1 If mutually agreed upon by the fuel producer and additive vendor, tetraethyl lead antiknock mixture may be diluted with 20 mass % of a mixed aromatic solvent having a minimum flash point of 60°C according to Test Methods D 93 when the product is to be handled in cold climates. The TEL content of the dilute product is reduced to 49 mass %, so that the amount of antiknock additive must be adjusted to achieve the necessary lead level. The dilute product still delivers two bromine atoms per atom of lead.

6.2.2 *Dyes*—The maximum concentration limits in each grade of gasoline are specified in Table 1.

6.2.2.1 The only blue dye that shall be present in the finished gasoline shall be essentially 1,4-dialkylaminoanthraquinone.

6.2.2.2 The only yellow dyes that shall be present in the finished gasoline shall be essentially p-diethylaminoazobenzene (Color Index No. 11021) or 1,3-benzenediol 2,4-bis [(alkylphenyl)azo-].

6.2.2.3 The only red dye that shall be present in the finished gasoline shall be essentially alkyl derivatives of azobenzene-4-azo-2-naphthol.

6.2.2.4 The only orange dye that shall be present in the finished gasoline shall be essentially benzene-azo-2-napthol (Color Index No. 12055).

6.3 *Additives*—These may be added to each grade of aviation gasoline in the amount and of the composition specified in the following list of approved materials.[5] The quantities and types shall be declared by the manufacturer. Additives added after the point of manufacture shall also be declared.

6.3.1 *Antioxidants*—The following oxidation inhibitors may be added to the gasoline separately, or in combination, in total concentration not to exceed 12 mg of inhibitor (not including weight of solvent) per litre of fuel.

6.3.1.1 2,6-ditertiary butyl-4-methylphenol.
6.3.1.2 2,4-dimethyl-6-tertiary butylphenol.
6.3.1.3 2,6-ditertiary butylphenol.
6.3.1.4 75 % minimum 2,6-ditertiary butylphenol plus 25 % maximum mixed *tertiary* and *tritertiary* butylphenols.
6.3.1.5 75 % minimum di- and tri-isopropyl phenols plus 25 % maximum di- and tri-*tertiary* butylphenols.

[4] Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR: D02-1255.

[5] Supporting data (guidelines for the approval or disapproval of additives) have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR: D02-1125.

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TABLE 1 Detailed Requirements for Aviation Gasolines[A]

		Grade 80	Grade 91	Grade 100LL	Grade 100	ASTM Test Method[B]
Octane Ratings						
Knock value, lean mixture[C]						
Motor Octane Number	min	80.7	90.8	99.6	99.6	D 2700
Aviation Lean Rating	min	80.0	91.0	100.0	100.0	D 2700
Knock value, rich mixture						
Octane number	min	87	98			D 909
Performance number[D,E]	min			130.0	130.0	D 909
Tetraethyl lead, mL						D 3341 or D 5059
TEL/L	max	0.13	0.53	0.53	1.06	
gPb/L	max	0.14	0.56	0.56	1.12	
Color		red	brown	blue	green	D 2392
Dye content[F]						
Blue dye, mg/L	max	0.2	3.1	2.7	2.7	
Yellow dye, mg/L	max	none	none	none	2.8	
Red dye, mg/L	max	2.3	2.7	none	none	
Orange dye, mg/L	max	none	6.0	none	none	

Requirements for All Grades			
Density at 15°C, kg/m³		Report	D 1298 or D 4052
Distillation			D 86
Initial boiling point, °C		Report	
Fuel Evaporated			
10 volume % at °C	max	75	
40 volume % at °C	min	75	
50 volume % at °C	max	105	
90 volume % at °C	max	135	
Final boiling point, °C	max	170	
Sum of 10 % + 50 % evaporated temperatures, °C	min	135	
Recovery volume %	min	97	
Residue volume %	max	1.5	
Loss volume %	max	1.5	
Vapor pressure, 38°C, kPa	min	38.0	D 323 or D 5190
	max	49.0	or D 5191[G]
Freezing point, °C	max	–58[H]	D 2386
Sulfur, mass %	max	0.05	D 1266 or D 2622
Net heat of combustion, MJ/kg[I]	min	43.5	D 4529 or D 3338
Corrosion, copper strip, 2 h at 100°C	max	No. 1	D 130
Oxidation stability (5 h aging)[J,K]			D 873
Potential gum, mg/100 mL	max	6	
Lead precipitate, mg/100 mL	max	3	
Water reaction			D 1094
Volume change, mL	max	±2	
Electrical conductivity, pS/m	max	450[L]	D 2624

[A] For compliance of test results against the requirements of Table 1, see 7.2.

[B] The test methods indicated in this table are referred to in Section 11.

[C] Knock value shall be reported as MON.

[D] A performance number of 130.0 is equivalent to a knock value determined using *iso*-octane plus 0.34 mL TEL/L.

[E] Knock ratings shall be reported to the nearest 0.1 octane/performance number.

[F] The maximum dye concentrations shown do not include solvent in dyes supplied in liquid form.

[G] Test Method D 5191 shall be the referee vapor pressure method.

[H] If no crystals have appeared on cooling to –58°C, the freezing point may be reported as less than –58°C.

[I] For all grades use either Eq 1 or Table 1 in Test Method D 4529 or Eq 2 in Test Method D 3338. Test Method D 4809 may be used as an alternative. In case of dispute, Test Method D 4809 shall be used.

[J] If mutually agreed upon between the purchaser and the supplier, a 16 h aging gum requirement may be specified instead of the 5 h aging gum test; in such case the gum content shall not exceed 10 mg/100 mL and the visible lead precipitate shall not exceed 4 mg/100 mL. In such fuel the permissible antioxidant shall not exceed 24 mg/L.

[K] Test Method D 381 existent gum test can provide a means of detecting quality deterioration or contamination, or both, with heavier products following distribution from refinery to airport. Refer to X1.7.1.

[L] Applies only when an electrical conductivity additive is used; when a customer specifies fuel containing conductivity additive, the following conductivity limits shall apply under the condition at point of use:

Minimum 50 pS/m

Maximum 450 pS/m.

The supplier shall report the amount of additive added.

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6.3.1.6 72 % minimum 2,4-dimethyl-6-tertiary butylphenol plus 28 % maximum monomethyl and dimethyl *tertiary* butylphenols.

6.3.1.7 N,N′-di-isopropyl-para-phenylenediamine.

6.3.1.8 N,N′-di-secondary-butyl-para-phenylenediamine.

6.3.2 *Fuel System Icing Inhibitor (FSII)*—One of the following may be used.

6.3.2.1 *Isopropyl Alcohol (IPA, propan-2-ol)*, in accordance with the requirements of Specification D 4171 (Type II). May be used in concentrations recommended by the aircraft manufacturer when required by the aircraft owner/operator.

NOTE 3—Addition of isopropyl alcohol (IPA) may reduce knock ratings below minimum specification values (see X1.2.4).[6]

6.3.2.2 *Di-Ethylene Glycol Monomethyl Ether (Di-EGME)*, conforming to the requirements of Specification D 4171 (Type III). May be used in concentrations of 0.10 to 0.15 volume % when required by the aircraft owner/operator.

6.3.2.3 Test Method D 5006 can be used to determine the concentration of Di-EGME in aviation fuels.

6.3.3 *Electrical Conductivity Additive*—Stadis 450[7] in concentrations up to 3 mg/L is permitted. When loss of fuel conductivity necessitates retreatment with electrical conductivity additive, further addition is permissible up to a maximum cumulative level of 5 mg/L of Stadis 450.

6.3.4 *Corrosion Inhibitor Additive*—The following corrosion inhibitors may be added to the gasoline in concentrations not to exceed the maximum allowable concentration (MAC) listed for each additive.

DCI-4A	MAC = 22.5 g/m^3
DCI-6A	MAC = 9.0 g/m^3
HITEC 580	MAC = 22.5 g/m^3
NALCO 5403	MAC = 22.5 g/m^3
NALCO 5405	MAC = 11.0 g/m^3
PRI-19	MAC = 22.5 g/m^3
UNICOR J	MAC = 22.5 g/m^3
SPEC-AID 8Q22	MAC = 24.0 g/m^3
TOLAD 351	MAC = 24.0 g/m^3
TOLAD 4410	MAC = 22.5 g/m^3

7. *Detailed Requirements* Detailed Requirements

7.1 The aviation gasoline shall conform to the requirements prescribed in Table 1.

7.2 Test results shall not exceed the maximum or be less than the minimum values specified in Table 1. No allowance shall be made for the precision of the test methods. To determine the conformance to the specification requirement, a test result may be rounded to the same number of significant figures as in Table 1 using Practice E 29. Where multiple determinations are made, the average result, rounded according to Practice E 29, shall be used.

[6] Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR: D02–1526.

[7] Stadis is a registered trademark marketed by Octel America, Inc., Newark, DE 19702.

8. Workmanship, Finish and Appearance

8.1 The aviation gasoline specified in this specification shall be free from undissolved water, sediment, and suspended matter. The odor of the fuel shall not be nauseating or irritating. No substances of known dangerous toxicity under usual conditions of handling and use shall be present except as permitted in this specification.

9. Sampling

9.1 Because of the importance of proper sampling procedures in establishing fuel quality, use the appropriate procedures in Practice D 4057 or Practice D 4177.

9.1.1 Although automatic sampling following Practice D 4177 may be useful in certain situations, initial refinery specification compliance testing shall be performed on a sample taken following procedures in Practice D 4057.

9.2 A number of aviation gasoline properties, including copper corrosion, electrical conductivity, and others are very sensitive to trace contamination which can originate from sample containers. For recommended sample containers, refer to Practice D 4306.

10. Reports

10.1 The type and number of reports to ensure conformance with the requirements of this specification shall be mutually agreed to by the purchaser and the supplier of the aviation gasoline.

11. Test Methods

11.1 The requirements enumerated in this specification shall be determined in accordance with the following ASTM test methods:

11.1.1 *Knock Value (Lean Rating)*—Test Method D 2700.

11.1.2 *Knock Value (Rich Rating)*—Test Method D 909.

11.1.3 *Tetraethyllead*—Test Methods D 3341 or D 5059.

11.1.4 *Color*—Test Method D 2392.

11.1.5 *Density*—Test Methods D 1298 or D 4052.

11.1.6 *Distillation*—Test Method D 86.

11.1.7 *Vapor Pressure*—Test Methods D 323, D 5190, or D 5191.

11.1.8 *Freezing Point*—Test Method D 2386.

11.1.9 *Sulfur*—Test Methods D 1266 or D 2622.

11.1.10 *Net Heat of Combustion*—Test Methods D 4529 or D 3338.

11.1.11 *Corrosion (Copper Strip)*—Test Method D 130, 2 h test at 100°C in bomb.

11.1.12 *Potential Gum and Visible Lead Precipitate*—Test Method D 873 except that wherever the letter X occurs (referring to oxidation time) insert the number 5, designating the number of hours prescribed in this specification.

11.1.13 *Water Reaction*—Test Method D 1094.

11.1.14 *Electrical Conductivity*—Test Methods D 2624.

12. Keywords

12.1 Avgas; aviation gasoline; gasoline

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APPENDIX

(Nonmandatory Information)

X1. PERFORMANCE CHARACTERISTICS OF AVIATION GASOLINES

X1.1 Introduction

X1.1.1 Aviation gasoline is a complex mixture of relatively volatile hydrocarbons that vary widely in their physical and chemical properties. The engines and aircraft impose a variety of mechanical, physical, and chemical environments. The properties of aviation gasoline (Table X1.1) must be properly balanced to give satisfactory engine performance over an extremely wide range of conditions.

X1.1.2 The ASTM requirements summarized in Table 1 are quality limits established on the basis of the broad experience and close cooperation of producers of aviation gasoline, manufacturers of aircraft engines, and users of both commodities. The values given are intended to define aviation gasoline suitable for most types of spark-ignition aviation engines; however, certain equipment or conditions of use may require fuels having other characteristics.

X1.1.3 Specifications covering antiknock quality define the grades of aviation gasoline. The other requirements either prescribe the proper balance of properties to ensure satisfactory engine performance or limit components of undesirable nature to concentrations so low that they will not have an adverse effect on engine performance.

X1.2 Combustion Characteristics (Antiknock Quality and Antiknock Compound Identification)

X1.2.1 The fuel-air mixture in the cylinder of a spark-ignition engine will, under certain conditions, ignite spontaneously in localized areas instead of progressing from the spark. This may cause a detonation or knock, usually inaudible in aircraft engines. This knock, if permitted to continue for more than brief periods, may result in serious loss of power and damage to, or destruction of, the aircraft engine. When aviation gasoline is used in other types of aviation engines, for example, in certain turbine engines where specifically permitted by the engine manufacturers, knock or detonation characteristics may not be critical requirements.

TABLE X1.1 Performance Characteristics of Aviation Gasoline

Performance Characteristics	Test Methods	Sections
Combustion characteristics	knock value (lean mixture)	X1.2.4
Antiknock quality and antiknock	knock value (rich mixture)	X1.2.5
compound identification	isopropyl alcohol	X1.2.6
	tetraethyllead	X1.2.7
	dyes	X1.2.8
Fuel metering and aircraft range	density	X1.3.1
	net heat of combustion	X1.3.2
Carburetion and fuel vaporization	vapor pressure	X1.4.1
	distillation	X1.4.2
Corrosion of fuel system and engine	copper strip corrosion	X1.5.1
parts	sulfur content	X1.5.2
Fluidity at low temperatures	freezing point	X1.6
Fuel cleanliness, handling, and storage	existent gum	X1.7.1
stability	potential gum	X1.7.2
	visible lead precipitate	X1.7.3
	water reaction	X1.7.5

X1.2.2 Aviation gasoline grades are also identified by two numbers separated by a slant line (/). The first number is called the lean mixture rating and the second number is called the rich mixture rating. This specification describes four grades of aviation gasoline as follows: 80/87, 91/98, 100/130, and 100/130LL. Numbers below 100 are octane numbers, while numbers above 100 are performance numbers. At 100, octane number and performance number are equal. The suffix LL describes a grade containing lower tetraethyllead than a second grade of identical lean and rich mixture ratings.

X1.2.3 Both the lean mixture rating and the rich mixture rating are determined in standardized laboratory knock test engines that are operated under prescribed conditions. Results are expressed as octane numbers up to 100 and above this point as quantities of tetraethyllead added to *iso*octane (2,2,4-trimethylpentane). Octane number is defined arbitrarily as the percentage of *iso*octane in that blend of *iso*octane and *n*-heptane that the gasoline matches in knock characteristics when compared by the procedure specified. The quantities of tetraethyllead added to *iso*octane that the gasoline matches in knock characteristics when compared by the procedure specified may be converted to performance numbers by a chart. The performance number is an indication of the relative power obtainable from an engine as compared with operation of the same engine with leaded *iso*octane, operating at equal knocking intensity. The lean mixture rating together with the rich mixture rating can be used as a guide to the amount of knock-limited power that may be obtained in a full-scale engine under cruise (lean) and take-off (rich) conditions.

X1.2.4 It has been observed that when isopropyl alcohol (IPA) is added to a Grade 100 or Grade 100LL aviation gasoline as a fuel system icing inhibitor, the antiknock rating of the fuel may be reduced. Since isopropyl alcohol is normally added in the field at the point of use, the operator is cautioned that performance numbers on the alcohol-fuel blend may not meet specification minimums. Typical performance number reductions with addition of one volume % IPA has been 0.5 motor octane number on the lean rating and 3.0 to 3.5 performance number on the rich rating. Thus a Grade 100 or 100LL aviation gasoline rated in the knock test engines at the point of manufacture to be 99.5/130 octane/performance number might, with the addition of one volume % alcohol, be about 99/127 octane/performance number. At three volume %, the reductions are about 1.5 octane number and 7.5 performance number for lean and rich ratings, respectively. It should be noted that a survey conducted by the General Aviation Manufacturers Association failed to find field evidence or experience to suggest that these reductions have caused engine distress, that is, knocking or power loss at their recommended 1 % maximum level. On Grade 80 aviation gasoline, addition of the IPA additive may increase the octane rating.

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X1.2.5 *Knock Value, Lean Mixture Rating (Test Method D 2700)*—The specification parameter knock value, lean value mixture lists both "Motor Octane Number" (MON) and "Aviation Lean," as determined by Test Method D 2700. Historically, aviation lean ratings were determined (from 1941 through 1970) by Test Method D 614. An extensive comparison of National Exchange Group data from 1947 through 1964 established that motor octane numbers as determined by Test Methods D 357 and D 1948 could be converted to equivalent Test Method D 614 ratings. A table to convert MON to the corresponding aviation lean rating was included in Test Method D 2700, which was first issued in 1968 as a revision, consolidation and intended eventual replacement of Test Methods D 357 (Withdrawn 1969), D 614 (Withdrawn 1970), and D 1948 (Withdrawn 1968). Currently "Aviation Lean" ratings are only determinable from the MON conversion table in Test Method D 2700. However, the equivalent "Aviation Lean" rating is maintained as a specified parameter in Table 1 to ensure aircraft compliance with historical type certification data sheets.

X1.2.6 *Rich Mixture Rating (Supercharge Test Method D 909)*—This test method uses a laboratory engine that is capable of being operated at varying air-fuel mixtures and through a range of supercharge manifold pressures. The rating of a fuel is determined by comparing its knock-limited power with those for bracketing blends of reference fuels under standard operating conditions. The rating is made at the rich peak of the mixture response curve (about 0.11 fuel-air ratio) of the lower bracketing reference fuel.

X1.2.7 *Tetraethyllead*—Tetraethyllead offers the most economical means of providing high antiknock value for aviation gasoline. It is added to aviation gasoline in the form of a fluid which, in addition to tetraethyllead, contains an organic halide scavenging agent and an identifying blue dye. The scavenging agent is needed to keep the tetraethyllead combustion products volatile so that they will theoretically be completely discharged from the cylinder. Actually, lead compounds are deposited in the combustion chamber and some find their way into the lubricating oil. The products of combustion of tetraethyllead fluid are also known to be corrosive. Since deposition and corrosive tendencies are undesirable, the quantity of tetraethyllead in aviation gasoline is limited by specification commensurate with economic considerations.

X1.2.8 *Dyes*—The law provides that all fuels containing tetraethyllead must be dyed to denote the presence of the poisonous component. Colors are also used in aviation fuels to differentiate between grades. Service experience has indicated that only certain dyes and only certain amounts of dye can be tolerated without manifestation of induction system deposition. The names of the approved dyes are specified as well as the maximum quantity of each permissible in each grade.

X1.3 Fuel Metering and Aircraft Range

X1.3.1 *Density*—Density is a property of a fluid and is of significance in metering flow and in mass-volume relationships for most commercial transactions. It is particularly useful in empirical assessments of heating value when used with other parameters such as aniline point or distillation.

X1.3.2 *Net Heat of Combustion*—The net heat of combustion provides a knowledge of the amount of energy obtainable from a given fuel for the performance of useful work, in this instance, power. Aircraft design and operation are dependent upon the availability of a certain predetermined minimum amount of energy as heat. Consequently, a reduction in heat energy below this minimum is accompanied by an increase in fuel consumption with corresponding loss of range. Therefore, a minimum net heat of combustion requirement is incorporated in the specification. The determination of net heat of combustion is time consuming and difficult to conduct accurately. This led to the development and use of the aniline point and density relationship to estimate the heat of combustion of the fuel. This relationship is used along with the sulfur content of the fuel to obtain the net heat of combustion for the purposes of this specification. An alternative calculation, Test Method D 3338, is based on correlations of aromatics content, density, volatility, and sulfur content. This test method may be preferred at refineries where all these values are normally obtained and the necessity to obtain the aniline point is avoided. The direct measurement method is normally used only as a referee method in cases of dispute.

X1.3.3 No great variation in density or heat of combustion occurs in modern aviation gasolines, since they depend on hydrocarbon composition that is already closely controlled by other specification properties.

X1.4 Carburetion and Fuel Vaporization

X1.4.1 In many spark-ignition aviation engines, the gasoline is metered in liquid form through the carburetor where it is mixed with air and vaporized before entering the supercharger from which the fuel-air mixture enters the cylinder of the engine. In other types of engines, the fuel may be metered directly into the supercharger, the cylinder, or the combustor. The volatility, the tendency to evaporate or change from a liquid to a gaseous state, is an extremely important characteristic of aviation fuel.

X1.4.2 Gasolines that vaporize too readily may boil in fuel lines or carburetors, particularly as altitude increases, and cause vapor lock with resultant stoppage of fuel flow to the engine. Conversely, fuels that do not completely vaporize may cause engine malfunctioning of other sorts. Therefore, a proper balance of the volatility of the various hydrocarbon components is essential to satisfactory performance of the finished fuel.

X1.4.3 *Vapor Pressure*—The vapor pressure of an aviation gasoline is the measure of the tendency of the more volatile components to evaporate. Experience has shown that fuels having a Reid vapor pressure no higher than 49 kPa will be free of vapor-locking tendencies under most conditions of aircraft usage. A research report is available.[8]

X1.4.4 *Distillation*—The relative proportions of all the hydrocarbon components of a gasoline are measured in terms of volatility by the range of distillation temperatures. The method is empirical and useful in comparing fuels, but is not

[8] Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR: D02-1146.

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intended to separate or identify quantitatively the individual hydrocarbons present in the fuel.

X1.4.4.1 A maximum value is set on the 10 % evaporated point to ensure ease of starting and a reasonable degree of flexibility during the warm-up period. To guard against too high a volatility that might lead to carburetor icing or vapor lock, or both, (also protected against by the vapor pressure test) a minimum value is set for the sum of the 10 and 50 % evaporated points.

X1.4.4.2 A maximum value is specified for the 50 % evaporated temperature to ensure average volatility sufficient to permit adequate evaporation of the fuel in the engine induction system. Insufficient evaporation may lead to loss of power.

X1.4.4.3 A maximum temperature is prescribed for the 90 % evaporated point to prevent too much liquid fuel being delivered to the cylinders, resulting in power loss, and to prevent poor distribution to the various cylinders. Such a condition might lead to excessive leanness in some cylinders with consequent engine roughness, perhaps accompanied by knocking and damage to the engine. Lowered fuel economy and excessive dilution of the lubricating oil may result from too high a 90 % evaporated point.

X1.4.4.4 A minimum value is stipulated for the 40 % evaporated temperature in an effort to control, indirectly, specific gravity and, consequently, carburetor metering characteristics.

X1.4.4.5 A maximum is placed on the final boiling point (end point) which, together with the maximum prescribed for the 90 % evaporated point, is used to prevent incorporation of excessively high boiling components in the fuel that may lead to maldistribution, spark plug fouling, power loss, lowered fuel economy, and lubricating oil dilution.

X1.4.4.6 The stipulation of a minimum recovery and a maximum loss in this specification in conjunction with the vapor pressure requirement is intended to protect against excessive losses by evaporation in storage, handling, and in the aircraft tank. It is also a check on the distillation test technique.

X1.4.4.7 A maximum value is specified for the distillation residue to prevent the inclusion of undesirable high-boiling components essentially impossible to burn in the combustion chamber, the presence of which may reflect the degree of care with which the product is refined or handled. The amount of residue along with the end point temperature can be used as an indication of contamination with high-boiling materials.

X1.5 Corrosion of Fuel System and Engine Parts

X1.5.1 *Copper Strip*—The requirement that gasoline must pass the copper strip corrosion test provides assurance that the product will not corrode the metal parts of fuel systems.

X1.5.2 *Sulfur*—Total sulfur content of aviation fuels is significant because the products of combustion of sulfur can cause corrosive wear of engine parts.

X1.6 Fluidity at Low Temperatures

X1.6.1 A freezing point requirement is specified to preclude solidification of any hydrocarbon components at extremely low temperatures with consequent interference with fuel flow to the engine.

X1.6.2 *Fuel System Icing Inhibitor*—Isopropyl alcohol (IPA), approved in 6.3.2.1, and diethyleneglycol monomethyl ether (Di-EGME), approved in 6.3.2.2, shall be in accordance with the requirements shown in Specification D 4171.

X1.7 Fuel Cleanliness, Handling and Storage Stability

X1.7.1 *Existent Gum*—Gum is a non-volatile residue left by evaporation of fuel. The amount of gum present is an indication of the condition of the fuel at the time of test only. Large quantities of gum are indicative of contamination of fuel by higher boiling oils or particulate matter and generally reflect poor fuel handling practices.

X1.7.2 *Potential Gum*—Fuel must be usable after storage for variable periods under a variety of climatic conditions. The potential gum test, which is an accelerated oxidation method, is used to estimate fuel stability in storage and the effectiveness of oxidation inhibitors. If the fuel is to be stored under relatively mild conditions for short periods, an oxidation period of 5 h is generally considered sufficient to indicate if the desired stability has been obtained, whereas a 16-h period is desirable to provide stability assurance for long periods and severe conditions, such as storage in tropical climates.

X1.7.3 *Visible Lead Precipitate*—The formation of a lead precipitate during the aging period of the potential gum test under the accelerated oxidation conditions used in this determination indicates a potential instability. Since even small amounts of insoluble material may foul the induction system and plug filters, it is necessary to place a limit on the amount of precipitate formed in this determination.

X1.7.4 *Permissible Oxidation Inhibitors and Oxidation Inhibitor Content*—Antioxidants are used to prevent the formation of gum in fuel during storage. The efficacy of a given inhibitor determined by the apparent oxidation stability of a fuel does not completely establish its suitability for use in an aircraft engine. Oxidation inhibitors have been found to contribute to excessive induction system deposits; therefore, their acceptability for use must ultimately be determined in the full-scale aircraft engine.

X1.7.4.1 The chemical names of approved inhibitors and the maximum quantities permitted are shown in this specification.

X1.7.5 *Water Reaction*—The water reaction method provides a means of determining the presence of materials readily extractable by water or having a tendency to absorb water. When the fuel consists essentially of hydrocarbon components, there is no measurable change in the volume of the water layer.

X1.7.6 *Electrical Conductivity*—The generation of static electricity can create problems in the handling of aviation gasolines. Addition of a conductivity improver may be used as an additional precaution to reduce the amount of static electrical charge present during fuel handling. See Guide D 4865 for more information.

X1.7.7 *Microbial Contamination*—Uncontrolled microbial contamination in fuel systems may cause or contribute to a variety of problems including corrosion, odor, filter plugging, decreased stability, and deterioration of fuel/water separation characteristics. In addition to system component damage, off-specification fuel can result.

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X1.7.8 Guide D 6469 provides personnel with limited microbiological background and an understanding of the symptoms, occurrence, and consequences of chronic microbial contamination. The guide also suggests means for detection and control. Biocides used in aviation fuels must follow engine and airframe manufacturers' approval guidelines.

X1.8 Miscellaneous Tests

X1.8.1 *Aromatics Content*—Low boiling aromatics, which are common constituents of aviation gasolines, are known to affect elastomers to a greater extent than other components in aviation gasoline. Although Specification D 910 does not include an explicit maximum aromatic limit, other specification limits effectively restrict the aromatic content of aviation gasolines. Benzene is virtually excluded by the maximum freezing point of –58°C, while other aromatics are limited by the minimum heating value and the maximum distillation end point. Thus, the heating value limits toluene to about 24 %. Xylenes have a slightly higher heating value and, therefore, would permit somewhat higher aromatic concentrations; however, their boiling points (above 138°C) limit their inclusion at levels not higher than 10 %. Total aromatic levels above 25 % in aviation gasoline are, therefore, extremely unlikely.

X1.9 General

X1.9.1 Further detailed information on the significance of all test methods relevant to aviation gasoline is provided in Manual MNL 1.[9]

[9] *Manual on Significance of Tests for Petroleum Products* , MNL 1, ASTM International.

SUMMARY OF CHANGES

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D 910–06) that may impact the use of this standard.

(*1*) Revised Table 1.
(*2*) Revised X1.2.5.
(*3*) Revised list in 6.3.4.
(*4*) Added 9.1.1.

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Designation: D 1655 – 07

An American National Standard

Standard Specification for Aviation Turbine Fuels[1]

This standard is issued under the fixed designation D 1655; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

This standard has been approved for use by agencies of the Department of Defense.

1. Scope*

1.1 This specification covers the use of purchasing agencies in formulating specifications for purchases of aviation turbine fuel under contract.

1.2 This specification defines specific types of aviation turbine fuel for civil use in the operation and certification of aircraft and describes fuels found satisfactory for the operation of aircraft and engines. The specification can be used as a standard in describing the quality of aviation turbine fuels from the refinery to the aircraft.

1.3 This specification does not include all fuels satisfactory for aviation turbine engines. Certain equipment or conditions of use may permit a wider, or require a narrower, range of characteristics than is shown by this specification.

1.4 Aviation turbine fuels defined by this specification may be used in other than turbine engines that are specifically designed and certified for this fuel.

1.5 This specification no longer includes wide-cut aviation turbine fuel (Jet B). FAA has issued a Special Airworthiness Information Bulletin which now approves the use of Specification D 6615 to replace Specification D 1655 as the specification for Jet B and refers users to this standard for reference.

1.6 The values stated in SI units are to be regarded as standard. No other units of measurement are included in this standard.

2. Referenced Documents

2.1 *ASTM Standards:* [2]

D 56 Test Method for Flash Point by Tag Closed Cup Tester

D 86 Test Method for Distillation of Petroleum Products at Atmospheric Pressure

D 93 Test Methods for Flash Point by Pensky-Martens Closed Cup Tester

D 129 Test Method for Sulfur in Petroleum Products (General Bomb Method)

D 130 Test Method for Corrosiveness to Copper from Petroleum Products by Copper Strip Test

D 156 Test Method for Saybolt Color of Petroleum Products (Saybolt Chromometer Method)

D 240 Test Method for Heat of Combustion of Liquid Hydrocarbon Fuels by Bomb Calorimeter

D 323 Test Method for Vapor Pressure of Petroleum Products (Reid Method)

D 381 Test Method for Gum Content in Fuels by Jet Evaporation

D 445 Test Method for Kinematic Viscosity of Transparent and Opaque Liquids (and Calculation of Dynamic Viscosity)

D 1094 Test Method for Water Reaction of Aviation Fuels

D 1266 Test Method for Sulfur in Petroleum Products (Lamp Method)

D 1298 Test Method for Density, Relative Density (Specific Gravity), or API Gravity of Crude Petroleum and Liquid Petroleum Products by Hydrometer Method

D 1319 Test Method for Hydrocarbon Types in Liquid Petroleum Products by Fluorescent Indicator Adsorption

D 1322 Test Method for Smoke Point of Kerosine and Aviation Turbine Fuel

D 1405 Test Method for Estimation of Net Heat of Combustion of Aviation Fuels

D 1660 Method of Test for Thermal Stability of Aviation Turbine Fuels[3]

D 1840 Test Method for Naphthalene Hydrocarbons in Aviation Turbine Fuels by Ultraviolet Spectrophotometry

D 2276 Test Method for Particulate Contaminant in Aviation Fuel by Line Sampling

D 2386 Test Method for Freezing Point of Aviation Fuels

D 2622 Test Method for Sulfur in Petroleum Products by Wavelength Dispersive X-ray Fluorescence Spectrometry

D 2624 Test Methods for Electrical Conductivity of Aviation and Distillate Fuels

D 2887 Test Method for Boiling Range Distribution of

[1] This specification is under the jurisdiction of ASTM Committee D02 on Petroleum Products and Lubricants and is the direct responsibility of Subcommittee D02.J0.01 on Jet Fuel Specifications.

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[2] For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

[3] Withdrawn.

***A Summary of Changes section appears at the end of this standard.**

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Petroleum Fractions by Gas Chromatography
D 3120 Test Method for Trace Quantities of Sulfur in Light Liquid Petroleum Hydrocarbons by Oxidative Microcoulometry
D 3227 Test Method for (Thiol Mercaptan) Sulfur in Gasoline, Kerosine, Aviation Turbine, and Distillate Fuels (Potentiometric Method)
D 3240 Test Method for Undissolved Water In Aviation Turbine Fuels
D 3241 Test Method for Thermal Oxidation Stability of Aviation Turbine Fuels (JFTOT Procedure)
D 3242 Test Method for Acidity in Aviation Turbine Fuel
D 3338 Test Method for Estimation of Net Heat of Combustion of Aviation Fuels
D 3343 Test Method for Estimation of Hydrogen Content of Aviation Fuels
D 3701 Test Method for Hydrogen Content of Aviation Turbine Fuels by Low Resolution Nuclear Magnetic Resonance Spectrometry
D 3828 Test Methods for Flash Point by Small Scale Closed Cup Tester
D 3948 Test Method for Determining Water Separation Characteristics of Aviation Turbine Fuels by Portable Separometer
D 4052 Test Method for Density and Relative Density of Liquids by Digital Density Meter
D 4057 Practice for Manual Sampling of Petroleum and Petroleum Products
D 4171 Specification for Fuel System Icing Inhibitors
D 4176 Test Method for Free Water and Particulate Contamination in Distillate Fuels (Visual Inspection Procedures)
D 4294 Test Method for Sulfur in Petroleum and Petroleum Products by Energy-Dispersive X-ray Fluorescence Spectrometry
D 4306 Practice for Aviation Fuel Sample Containers for Tests Affected by Trace Contamination
D 4529 Test Method for Estimation of Net Heat of Combustion of Aviation Fuels
D 4809 Test Method for Heat of Combustion of Liquid Hydrocarbon Fuels by Bomb Calorimeter (Precision Method)
D 4865 Guide for Generation and Dissipation of Static Electricity in Petroleum Fuel Systems
D 4952 Test Method for Qualitative Analysis for Active Sulfur Species in Fuels and Solvents (Doctor Test)
D 4953 Test Method for Vapor Pressure of Gasoline and Gasoline-Oxygenate Blends (Dry Method)
D 5001 Test Method for Measurement of Lubricity of Aviation Turbine Fuels by the Ball-on-Cylinder Lubricity Evaluator (BOCLE)
D 5006 Test Method for Measurement of Fuel System Icing Inhibitors (Ether Type) in Aviation Fuels
D 5190 Test Method for Vapor Pressure of Petroleum Products (Automatic Method)
D 5191 Test Method for Vapor Pressure of Petroleum Products (Mini Method)
D 5452 Test Method for Particulate Contamination in Aviation Fuels by Laboratory Filtration
D 5453 Test Method for Determination of Total Sulfur in Light Hydrocarbons, Spark Ignition Engine Fuel, Diesel Engine Fuel, and Engine Oil by Ultraviolet Fluorescence
D 5972 Test Method for Freezing Point of Aviation Fuels (Automatic Phase Transition Method)
D 6045 Test Method for Color of Petroleum Products by the Automatic Tristimulus Method
D 6379 Test Method for Determination of Aromatic Hydrocarbon Types in Aviation Fuels and Petroleum Distillates—High Performance Liquid Chromatography Method with Refractive Index Detection
D 6469 Guide for Microbial Contamination in Fuels and Fuel Systems
D 6615 Specification for Jet B Wide-Cut Aviation Turbine Fuel
D 7153 Test Method for Freezing Point of Aviation Fuels (Automatic Laser Method)
D 7154 Test Method for Freezing Point of Aviation Fuels (Automatic Fiber Optical Method)
E 29 Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications

2.2 *Energy Institute Standards:*[4]

IP 225 Copper Content of Aviation Turbine Fuel
IP 227 Silver Corrosion of Aviation Turbine Fuel
IP 540 Determination of the existent gum content of aviation turbine fuel — Jet evaporation method

2.3 *ANSI Standard:*[5]

ANSI 863 Report of Test Results

2.4 *Other Standard:*[6]

Defence Standard 91-91 Issue 5 (DERD 2494) Turbine Fuel, Aviation Kerosine Type, Jet A-1

3. General

3.1 This specification, unless otherwise provided, prescribes the required properties of aviation turbine fuel at the time and place of delivery.

4. Classification

4.1 Two types of aviation turbine fuels are provided, as follows:

4.1.1 *Jet A and Jet A-1*—Relatively high flash point distillates of the kerosine type.

4.2 Jet A and Jet A-1 represent two grades of kerosine fuel that differ in freezing point. Other grades would be suitably identified.

4.3 This specification previously cited the requirements for Jet B. Requirements for Jet B fuel now appear in Specification D 6615.

[4] Available from Energy Institute, 61 New Cavendish St., London, WIG 7AR, U.K.

[5] Available from American National Standards Institute (ANSI), 25 W. 43rd St., 4th Floor, New York, NY 10036.

[6] Available from Procurement Executive DFS (Air), Ministry of Defence, St. Giles Court 1, St. Giles High St., London WC2H 8LD.

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5. Materials and Manufacture

5.1 Aviation turbine fuel, except as otherwise specified in this specification, shall consist of refined hydrocarbons derived from conventional sources including crude oil, natural gas liquid condensates, heavy oil, shale oil, and oil sands. The use of jet fuel blends, containing components from other sources, are only permitted on a specific, individual basis (see Annex A1).

5.1.1 Fuels used in certified engines and aircraft are ultimately approved by the certifying authority subsequent to formal submission of evidence to the authority as part of the type certification program for that aircraft and engine model. Additives to be used as supplements to an approved fuel must also be similarly approved on an individual basis (see X1.2.4 and X1.10.1).

5.2 *Additives*—May be added to each type of aviation turbine fuel in the amount and of the composition specified in Table 2 or the following list of approved material:[7]

5.2.1 Other additives are permitted under 5.1 and 7.1. These include fuel system icing inhibitor, other antioxidants, inhibitors, and special purpose additives. The quantities and types must be declared by the fuel supplier and agreed to by the purchaser. Only additives approved by the aircraft certifying authority are permitted in the fuel on which an aircraft is operated.

5.2.1.1 Biocidal additives are available for controlled usage. Where such an additive is used in the fuel, the approval status of the additive and associated conditions must be checked for the specific aircraft and engines to be operated.

5.2.1.2 *Fuel System Icing Inhibitor*:

(1) Diethylene Glycol Monomethyl Ether (DiEGME), conforming to the requirements of Specification D 4171, Type III, may be used in concentrations of 0.10 to 0.15 volume %.

(2) Test Method D 5006 may be used to determine the concentration of DiEGME in aviation fuels.

5.3 Guidance material is presented in Appendix X2 concerning the need to control processing additives in jet fuel production.

6. Detailed Requirements

6.1 The aviation turbine fuel shall conform to the requirements prescribed in Table 1.

6.2 Test results shall not exceed the maximum or be less than the minimum values specified in Table 1. No allowance shall be made for the precision of the test methods. To determine conformance to the specification requirement, a test result may be rounded to the same number of significant figures as in Table 1 using Practice E 29. Where multiple determinations are made, the average result, rounded in accordance with Practice E 29, shall be used.

7. Workmanship, Finish and Appearance

7.1 The aviation turbine fuel specified in this specification shall be visually free of undissolved water, sediment, and suspended matter. The odor of the fuel shall not be nauseating or irritating. No substance of known dangerous toxicity under usual conditions of handling and use shall be present, except as permitted in this specification.

8. Sampling

8.1 Because of the importance of proper sampling procedures in establishing fuel quality, use the appropriate procedures in Practice D 4057.

8.2 A number of jet fuel properties, including thermal stability, water separation, electrical conductivity, and others, are very sensitive to trace contamination, which can originate from sample containers. For recommended sample containers, refer to Practice D 4306.

9. Report

9.1 The type and number of reports to ensure conformance with the requirements of this specification shall be mutually agreed upon by the seller and the purchaser of the aviation turbine fuel.

9.2 A suggested form for reporting inspection data on aviation turbine fuels is given in Appendix X3.

10. Test Methods

10.1 Determine the requirements enumerated in this specification in accordance with the following ASTM test methods.

10.1.1 *Density*—Test Method D 1298 or D 4052.

10.1.2 *Distillation*—Test Method D 86. For Jet A and Jet A-1, Test Method D 2887 can be used as an alternate with the limits listed in Table 1. In case of dispute, Test Method D 86 shall be the referee method (see X1.6.1.1).

10.1.3 *Flash Point*—Test Method D 56 or D 3828.

10.1.4 *Freezing Point*—Test Method D 5972, D 7153, D 7154, or D 2386. Test Methods D 5972 and D 7153 are the referee methods. An interlaboratory study (RR: D02–1572[8]) that evaluated the ability of freezing point methods to detect jet fuel contamination by diesel fuel determined that Test Methods D 5972 and D 7153 provided significantly more consistent detection of freeze point changes caused by contamination than Test Methods D 2386 and D 7154.

10.1.5 *Viscosity*—Test Method D 445.

10.1.6 *Net Heat of Combustion*—Test Method D 4529, D 3338, or D 4809.

10.1.7 *Corrosion (Copper Strip)*—Test Method D 130.

10.1.8 *Total Acidity*—Test Method D 3242.

10.1.9 *Sulfur*—Test Method D 1266, D 2622, D 4294, or D 5453.

10.1.10 *Mercaptan Sulfur*—Test Method D 3227.

10.1.11 *Water Reaction*—Test Method D 1094.

10.1.12 *Existent Gum*—Test Method D 381 or IP 540. Test Method D 381, using steam jet operating conditions, shall be the referee test method.

10.1.13 *Thermal Stability*—Test Method D 3241.

10.1.14 *Aromatics*—Test Method D 1319 or D 6379. Test Method D 1319 shall be the referee test method.

[7] Supporting data (Guidelines for Approval or Disapproval of Additives) have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR: D02-1125.

[8] Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR: D02–1572.

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TABLE 1 Detailed Requirements of Aviation Turbine Fuels[A]

Property		Jet A or Jet A-1	ASTM Test Method[B]
COMPOSITION			
Acidity, total mg KOH/g	max	0.10	D 3242
1. Aromatics, vol %	max	25	D 1319
2. Aromatics, vol %	max	26.5	D 6379
Sulfur, mercaptan,[C] mass %	max	0.003	D 3227
Sulfur, total mass %	max	0.30	D 1266, D 2622, D 4294, or D 5453
VOLATILITY			
Distillation: one of the following requirements shall be met.			
1. Physical Distillation			D 86[D]
Distillation temperature, °C:			
10 % recovered, temperature	max	205	
50 % recovered, temperature		report	
90 % recovered, temperature		report	
Final boiling point, temperature	max	300	
Distillation residue, %	max	1.5	
Distillation loss, %	max	1.5	
2. Simulated Distillation			D 2887
Distillation temperature, °C			
10% recovered, temperature	max	185	
50 % recovered, temperature		report	
90 % recovered, temperature		report	
Final boiling point, temperature	max	340	
Flash point, °C	min	38[E]	D 56 or D 3828[F]
Density at 15°C, kg/m^3		775 to 840	D 1298 or D 4052
FLUIDITY			
Freezing point, °C	max	–40 Jet A[G] –47 Jet A-1[G]	D 5972, D 7153, D 7154, or D 2386
Viscosity –20°C, mm^2/s[H]	max	8.0	D 445
COMBUSTION			
Net heat of combustion, MJ/kg	min	42.8[I]	D 4529, D 3338, or D 4809
One of the following requirements shall be met:			
(1) Smoke point, mm, or	min	25	D 1322
(2) Smoke point, mm, and	min	18	D 1322
Naphthalenes, vol, %	max	3.0	D 1840
CORROSION			
Copper strip, 2 h at 100°C	max	No. 1	D 130
THERMAL STABILITY			
JFTOT (2.5 h at control temperature of 260°C min)			
Filter pressure drop, mm Hg	max	25[J]	D 3241
Tube deposits less than		3[K]	
		No *Peacock* or *Abnormal* Color Deposits	
CONTAMINANTS			
Existent gum, mg/100 mL	max	7	D 381, IP 540
Microseparometer,[L] Rating			D 3948
Without electrical conductivity additive	min	85	
With electrical conductivity additive	min	70	
ADDITIVES		See 5.2	
Electrical conductivity, pS/m		[M]	D 2624

[A] For compliance of test results against the requirements of Table 1, see 6.2.

[B] The test methods indicated in this table are referred to in Section 10.

[C] The mercaptan sulfur determination may be waived if the fuel is considered sweet by the doctor test described in Test Method D 4952.

[D] D 86 distillation of jet fuel is run at Group 4 conditions, except Group 3 condenser temperature is used.

[E] A higher minimum flash point specification may be agreed upon between purchaser and supplier.

[F] Results obtained by Test Methods D 3828 may be up to 2°C lower than those obtained by Test Method D 56, which is the preferred method. In case of dispute, Test Method D 56 will apply.

[G] Other freezing points may be agreed upon between supplier and purchaser.

[H] 1 mm^2/s = 1 cSt.

[I] For all grades use either Eq 1 or Table 1 in Test Method D 4529 or Eq 2 in Test Method D 3338. Test Method D 4809 may be used as an alternative. In case of dispute, Test Method D 4809 shall be used.

[J] Preferred SI units are 3.3 kPa, max.

[K] Tube deposit ratings shall always be reported by the Visual Method; a rating by the Tube Deposit Rating (TDR) optical density method is desirable but not mandatory.

[L] At point of manufacture.

[M] If electrical conductivity additive is used, the conductivity shall not exceed 600 pS/m at the point of use of the fuel. When electrical conductivity additive is specified by the purchaser, the conductivity shall be 50 to 600 pS/m under the conditions at point of delivery.

$$1 \text{ pS/m} = 1 \times 10^{-12}\ \Omega^{-1}\ m^{-1}$$

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TABLE 2 Detailed Requirements for Additives in Aviation Turbine Fuels

Additive	Dosage
Fuel Performance Enhancing Additives	
Antioxidants[A,B]	24.0 mg/L max[C]
One of the following:	
2,6 ditertiary-butyl phenol	
2,6 ditertiary-butyl-4-methyl phenol	
2,4 dimethyl-6-tertiary-butyl-phenol	
75 % minimum, 2,6 ditertiary-butyl phenol plus	
25 % maximum mixed tertiary and tritertiary butyl-phenols	
55 % minimum 2,4 dimethyl-6-tertiary-butyl phenol plus	
15 % minimum 2,6 ditertiary-butyl-4-methyl phenol,	
remainder as monomethyl and dimethyl tertiary-butyl phenols	
72 % minimum 2,4 dimethyl-6-tertiary-butyl phenol plus	
28 % maximum monomethyl and dimethyl-tertiary-butyl-phenols	
Metal Deactivator[A]	
N,N-disalicylidene-1,2-propane diamine	
On initial blending	2.0 mg/L max[C,D]
After field reblending cumulative concentration	5.7 mg/L max
Fuel System Icing Inhibitor[E]	0.10 vol % min
Diethylene Glycol Monomethyl Ether (see Specification D 4171)	0.15 vol % max
Fuel Handling and Maintenance Additives	
Electrical Conductivity Improver[F]	
Stadis 450[15]	
On initial blending	3 mg/L max
After field reblending, cumulative concentration	5 mg/L max
If the additive concentration is unknown at time of retreatment, additional concentration is restricted to 2 mg/L max	
Leak Detection Additive	1 mg/kg max
Tracer A (LDTA-A)[16]	
Biocidal Additives[E,G]	
Corrosion Inhibitor/Lubricity Improvers[H]	
One of the following:	
Apollo PRI-19	23 mg/L max
HiTEC 580	23 mg/L max
Octel DCI-4A	23 mg/L max
Nalco 5403	23 mg/L max

[A] The active ingredient of the additive must meet the composition specified.

[B] Supporting data have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR: D02:1125.

[C] Active ingredient (not including weight of solvent).

[D] If copper contamination is suspected, initial treatment may exceed 2.0 mg/L but cumulative total must be below 5.7 mg/L.

[E] The quantity must be declared by the fuel supplier and agreed to by the purchaser.

[F] If electrical conductivity improver is used, the conductivity shall not exceed 600 pS/m at the point of use of the fuel. When electrical conductivity additive is specified by the purchaser, the conductivity shall be 50 to 600 pS/m under the conditions at point of delivery.

$$1\ \text{pS/m} = 1 \times 10^{-12}\ \Omega^{-1} m^{-1}$$

[G] Biocidal additives are available for controlled usage. Where such an additive is used in the fuel, the approval status of the additive and associated conditions must be checked for the specific aircraft and engines to be operated.

[H] More information concerning minimum treat rates of corrosion inhibitor/lubricity improver additives is contained in X1.10.2.

10.1.15 *Smoke Point*—Test Method D 1322.

10.1.16 *Naphthalene Content*—Test Method D 1840.

10.1.17 *Electrical Conductivity*—Test Method D 2624.

11. Keywords

11.1 aviation turbine fuel; avtur; Jet A; Jet A-1; jet fuel; turbine fuel

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ANNEX

(Mandatory Information)

A1. FUELS FROM NON-CONVENTIONAL SOURCES

A1.1 Introduction

A1.1.1 Jet fuels containing synthetic hydrocarbons have been previously allowed under Specification D 1655. However, the fraction of these hydrocarbons was not limited, and there were no requirements or restrictions placed on either these hydrocarbons or the final blend. It has been recognized that synthetic blends represent a potential departure from experience and from key assumptions on which the fuel property requirements defined in Table 1 have been based.

A1.1.2 The longer-term strategy is to revise Specification D 1655 to fully encompass fuels from non-conventional sources, but this has yet to be defined. As an interim solution, it has been deemed necessary to recognize, on an individual basis, fuels from non-conventional sources whose performance complies with the intent of this specification.

A1.2 *Acceptable Fuels from Non-Conventional Sources*—The SASOL semi-synthetic fuel, a blend of conventionally produced kerosine and a synthetic kerosine and specified in Defence Standard 91-91/Issue 5, dated Feb. 8, 2005, is recognized as meeting the requirements of Specification D 1655.

APPENDIXES

(Nonmandatory Information)

X1. PERFORMANCE CHARACTERISTICS OF AVIATION TURBINE FUELS

X1.1 Introduction

X1.1.1 This appendix describes the performance characteristics of aviation turbine fuels. A more detailed discussion of the individual test methods and their significance is found in ASTM Manual No. 1.[9] Additional information on aviation turbine fuel and its properties is found in ASTM's MNL 37, *Fuels and Lubricants Handbook: Technology, Properties, Performance, and Testing*[10] and the *Handbook of Aviation Fuel Properties.*[11]

X1.2 Significance and Use

X1.2.1 Specification D 1655 defines two grades of jet fuel for civil use. Limiting values for the two grades of fuel covered are placed on fuel properties believed to be related to the performance of the aircraft and engines in which they are most commonly used.

X1.2.2 The safe and economical operation of aircraft requires fuel that is essentially clean and dry and free of any contamination prior to use. It is possible to measure a number of jet fuel characteristics related to quality.

X1.2.3 The significance of standard tests for fuel properties may be summarized for convenience in terms of the technical relationships with performance characteristics as shown in Table X1.1.

X1.2.4 The acceptability of additives for use must ultimately be determined by the engine and aircraft type certificate holder and must be approved by his certifying authority. In the United States of America, the certifying authority is the Federal Aviation Administration.

X1.3 Thermal Stability

X1.3.1 Stability to oxidation and polymerization at the operating temperatures encountered in certain jet aircraft is an important performance requirement. The thermal stability measurements are related to the amount of deposits formed in the engine fuel system on heating the fuel in a jet aircraft. Commercial jet fuels should be thermally stable at a fuel temperature as high as 163°C (325°F). Such fuels have been demonstrated to have inherent storage stability.

X1.3.2 In 1973, Test Method D 3241, JFTOT, replaced Method of Test D 1660, known as the ASTM Coker, for the determination of oxidative thermal stability. (See CRC Report 450, dated 1969 and revised in 1972. See also Bert and Painter's SAE paper 730385.[12]). Today, a single pass/fail run with the tube temperature controlled at 260°C is used to ensure compliance with the specification minimum requirements. For a more complete characterization of a fuel's thermal stability, a *breakpoint* can be obtained. The breakpoint is the highest tube temperature at which the fuel still passes the specification requirements of tube deposit color and pressure differential. Normally, obtaining a breakpoint requires two or more runs at differing tube temperatures. Breakpoints are therefore not used for quality control, but they serve mostly for research purposes.

[9] *Manual on Significance of Tests for Petroleum Products* , MNL 1, ASTM International, 2003.

[10] MNL 37, *Fuels and Lubricants Handbook: Technology, Properties, Performance, and Testing*, Eds., Totten, George E., Westbrook, Steven R., and Shah, Rajesh J., ASTM International, W. Conshohocken, PA, 2003.

[11] *Handbook of Aviation Fuel Properties*, Third Edition, *CRC Report 635*, Coordinating Research Council, Atlanta, GA, 2004.

[12] Bert, J. A., and Painter, L., "A New Fuel Thermal Stability Test (A Summary of Coordinating Research Council Activity)," SAE Paper 730385, Society of Automotive Engineers, Warrendale, PA, 1973.

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TABLE X1.1 Performance Characteristics of Aviation Turbine Fuels

Performance Characteristics	Test Method	Sections
Engine fuel system deposits and coke	Thermal stability	X1.3
Combustion properties	Smoke point	X1.4.2.1
	Aromatics	X1.4.2.2
	Percent naphthalenes	X1.4.2.3
Fuel metering and aircraft range	Density	X1.5.1
	Net heat of combustion	X1.5.2
Fuel atomization	Distillation	X1.6.1
	Viscosity	X1.6.2
Fluidity at low temperature	Freezing point	X1.7.1
Compatibility with elastomer and the metals in the fuel system and turbine	Mercaptan sulfur	X1.8.1
	Sulfur	X1.8.2
	Copper strip corrosion	X1.8.3
	Acidity	X1.8.4
Fuel storage stability	Existent gum	X1.9.1
Fuel handling	Flash point	X1.11.1
	Static Electricity	X1.11.2
	Water separation characteristics	X1.13.2
	Free water and particulate contamination	X1.12.3
	Particulate matter	X1.12.4
	Membrane color ratings	X1.12.4.1
	Undissolved water	X1.12.2
Fuel lubricating ability (lubricity)	Fuel lubricity	X1.10
Miscellaneous	Additives	X1.15.1
	Sample containers	X1.15.3

X1.4 Combustion

X1.4.1 Jet fuels are continuously burned in a combustion chamber by injection of liquid fuel into the rapidly flowing stream of hot air. The fuel is vaporized and burned at near stoichiometric conditions in a primary zone. The hot gases produced are continuously diluted with excess air to lower their temperature to a safe operating level for the turbine. Fuel combustion characteristics relating to soot formation are emphasized by current specification test methods. Other fuel combustion characteristics not covered in current specifications are burning efficiency and flame-out.

X1.4.2 In general, paraffin hydrocarbons offer the most desirable combustion cleanliness characteristics for jet fuels. Naphthenes are the next most desirable hydrocarbons for this use. Although olefins generally have good combustion characteristics, their poor gum stability usually limits their use in aircraft turbine fuels to about 1 % or less. Aromatics generally have the least desirable combustion characteristics for aircraft turbine fuel. In aircraft turbines they tend to burn with a smoky flame and release a greater proportion of their chemical energy as undesirable thermal radiation than the other hydrocarbons. Naphthalenes or bicyclic aromatics produce more soot, smoke, and thermal radiation than monocyclic aromatics and are, therefore, the least desirable hydrocarbon class for aircraft jet fuel use. All of the following measurements are influenced by the hydrocarbon composition of the fuel and, therefore, pertain to combustion quality: smoke point, percent naphthalenes, and percent aromatics.[13]

X1.4.2.1 *Smoke Point*—This method provides an indication of the relative smoke-producing properties of jet fuels and is related to the hydrocarbon-type composition of such fuels. Generally, the more highly aromatic the jet fuel, the more smoky the flame. A high smoke point indicates a fuel of low smoke-producing tendency.

X1.4.2.2 *Aromatics*—The combustion of highly aromatic jet fuels generally results in smoke and carbon or soot deposition, and it is therefore desirable to limit the total aromatic content as well as the naphthalenes in jet fuels.

X1.4.2.3 *Percent Naphthalenes*—This method covers measurement of the total concentration of naphthalene, acenaphthene, and alkylated derivatives of these hydrocarbons in jet fuels containing no more than 5 % of such compounds and having boiling points below 600°F (316°C).

X1.5 Fuel Metering and Aircraft Range

X1.5.1 *Density*—Density is a property of a fluid and is of significance in metering flow and in mass-volume relationships for most commercial transactions. It is particularly useful in empirical assessments of heating value when used with other parameters, such as aniline point or distillation. A low density may indicate low heating value per unit volume.

X1.5.2 *Net Heat of Combustion*—The design of aircraft and engines is based on the convertibility of heat into mechanical energy. The net heat of combustion provides a knowledge of the amount of energy obtainable from a given fuel for the performance of useful work; in this instance, power. Aircraft design and operation are dependent upon the availability of a certain predetermined minimum amount of energy as heat. Consequently, a reduction in heat energy below this minimum is accompanied by an increase in fuel consumption with corresponding loss of range. Therefore, a minimum net heat of combustion requirement is incorporated in this specification. The determination of net heat of combustion is time consuming and difficult to conduct accurately. This led to the development and use of the aniline point and density relationship to estimate the heat of combustion of the fuel. This relationship is used along with the sulfur content of the fuel to obtain the net heat

[13] A task force studied the possible use of hydrogen content as an alternative to aromatics content. Supporting data (a report of these studies completed in 1989) have been filed at ASTM International Headquarters and may be obtained by requesting Research Report RR: D02-1258.

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of combustion by Test Method D 4529 for the purposes of this specification. An alternative calculation, Test Method D 3338, is based on correlations of aromatics content, gravity, volatility, and sulfur content. This method may be preferred at refineries where all these values are normally obtained and the necessity to obtain the aniline point is avoided. The direct measurement method, Test Method D 4809, is normally used only as a referee method in cases of dispute.

X1.6 Fuel Atomization

X1.6.1 *Distillation*—The fuel volatility and ease of vaporization at different temperatures are determined by distillation. The 10 % distilled temperatures are limited to ensure easy starting. The Final Boiling Point limit excludes heavier fractions that would be difficult to vaporize.

X1.6.1.1 Test Method D 86 is the referee method for measuring distillation properties; Test Method D 2887 is approved as an alternate method. However, Test Method D 86 and Test Method 2887 do not give the same numerical results, thus the different limits listed in Table 1. Test Method D 2887 always starts at a lower temperature and ends at a higher temperature than Test Method D 86. Caution should be used when using distillation properties to estimate other fuel properties. A correlation equation giving a quantitative estimate of a fuel property based on Test Method D 86 data should not be used with Test Method D 2887 data.

X1.6.2 *Viscosity*—The viscosity of a fuel is closely related to pumpability over the temperature range and consistency of nozzle spray patterns. The ability of fuel to lubricate a pump may also be related to the viscosity.

X1.7 Fluidity at Low Temperatures

X1.7.1 *Freezing Point*—The freezing point is particularly important and must be sufficiently low to preclude interference with flow of fuel through filter screens to the engine at temperatures prevailing at high altitudes. The temperature of fuel in an aircraft tank decreases as the outside temperature decreases. The minimum temperature experienced during a flight depends mostly on the outside air temperature, flight duration, and aircraft speed. For example, long duration flights would require fuel of lower freezing point than would short duration flights.

X1.8 Compatibility with Elastomer and the Metals in the Fuel System and Turbine

X1.8.1 *Mercaptan Sulfur*—Mercaptans are known to be reactive with certain elastomers. A limitation in mercaptan content is specified to preclude such reactions and to minimize the unpleasant mercaptan odor.

X1.8.2 *Sulfur*—Control of sulfur content is significant for jet fuels because the sulfur oxides formed during combustion may be corrosive to turbine metal parts.

X1.8.3 *Copper Strip Corrosion*—A requirement that jet fuel must pass the copper strip test ensures that the fuel will not corrode copper or any copper-base alloys in various parts of the fuel system.

X1.8.4 *Total Acidity*—Some petroleum products are treated with mineral acid or caustic, or both, as part of the refining procedure. Any residual mineral acid or caustic is undesirable. Neither impurity is likely to be present. However, a determination of acidity confirms this when inspecting new or unused fuel. It also measures organic acids if present.

X1.9 Fuel Storage Stability

X1.9.1 *Existent Gum*—Gum is a nonvolatile residue left on evaporation of fuel. Steam or air is used as an evaporating agent for fuels that are to be used in aircraft equipped with turbine engines. The amount of gum present is an indication of the condition of the fuel at the time of test only. Large quantities of gum are indicative of contamination of fuel by higher boiling oils or particulate matter and generally reflect poor fuel handling practices.

X1.10 Fuel Lubricity

X1.10.1 Aircraft/engine fuel system components and fuel control units rely on the fuel to lubricate their sliding parts. The effectiveness of a jet fuel as a lubricant in such equipment is referred to as its *lubricity*. Differences in fuel system component design and materials result in varying degrees of equipment sensitivity to fuel lubricity. Similarly, jet fuels vary in their level of lubricity. In-service problems experienced have ranged in severity from reductions in pump flow to unexpected mechanical failure leading to in-flight engine shutdown.

X1.10.2 The chemical and physical properties of jet fuel cause it to be a relatively poor lubricating material under high temperature and high load conditions. Severe hydroprocessing removes trace components resulting in fuels that tend to have lower lubricity than straight-run or wet-treated fuels. Corrosion inhibitor/lubricity improver additives (see Table 2) are routinely used to improve the lubricity of military fuels and may be used in civil fuels. These additives vary in efficacy and may be depleted by adsorption on tank and pipe surfaces, so treat rates should be set with care. Because of their polar nature, these additives can have adverse effects on fuel filtration systems and on fuel water separation characteristics. For this reason, it is preferable to avoid adding more of these additives than needed. When adequate jet fuel lubricity performance is achieved solely by additive use (without BOCLE testing or commingling with higher lubricity fuels), the additive concentration should be used at no less than its Minimum Effective Concentration (MEC) from the military Qualified Products List (QPL-25017). These levels are:

CI/LI Additive	MEC
Apollo PRI-19	18 g/m^3
HiTEC 580	15 g/m^3
Octel DCI-4A	9 g/m^3
Nalco 5403	12 g/m^3

X1.10.3 Most modern aircraft fuel system components have been designed to operate on low lubricity fuel (Test Method D 5001 (BOCLE) wear scar diameter up to 0.85 mm). Other aircraft may have fuel system components that are more sensitive to fuel lubricity. Because low lubricity fuels are commingled with high lubricity fuels in most distribution systems, the resultant fuels no longer have low lubricity. However, problems have occurred when severely hydroprocessed fuel from a single source was the primary supply for sensitive aircraft. Where there are concerns about fuel lubricity,

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the air frame manufacturer can advise precautionary measures, such as the use of an approved lubricity additive to enhance the lubricity of the fuel.

X1.10.4 Test Method D 5001 (BOCLE) is a test for assessing fuel lubricity where lower lubricity fuels give larger BOCLE wear scar diameters. BOCLE is used for in-service trouble shooting, lubricity additive evaluation, and in the monitoring of low lubricity test fluid during endurance testing of equipment. However, because the BOCLE may not accurately model all types of wear that cause in-service problems, other methods may be developed to better simulate the type of wear most commonly found in the field.

X1.10.5 Regulations are requiring increased production and distribution of ultralow sulfur diesel fuel (15 ppm maximum sulfur content). Diesel fuels are desulfurized to these low levels by severe hydroprocessing, sometimes resulting in very low lubricity fuels. Jet fuel lubricity may be impacted by the increased use of low sulfur diesel fuel, because batches of jet fuel mat be made to these ultralow sulfur levels to maintain efficient production and distribution.

X1.11 Fuel Handling

X1.11.1 *Flash Point*—The flash point is an indication of the maximum temperature for fuel handling and storage without serious fire hazard. The shipment, storage, and handling precautions regulated by municipal, state, or federal laws and insurance requirements are a function of the flash point for the particular fuel being utilized.

X1.11.2 *Static Electricity*—The generation and dissipation of static electricity can create problems in the handling of aviation fuels. Electrical conductivity additives can be added to dissipate charge more rapidly. This is most effective when the fuel conductivity is in the range from 50 to 600 pS/m. Studies have shown that when fuels treated with conductivity additive are commingled with non-additized fuel resulting in a low conductivity fuel, that fuel blend does not exhibit unusual static behavior. For more information on this subject, see Guide D 4865.

X1.12 Fuel Cleanliness and Contamination

X1.12.1 *Introduction*:

X1.12.1.1 Unlike most other fuel properties, fuel cleanliness is dynamic; constantly changing during transportation and distribution. Jet fuel should be maintained in as clean a condition as possible right up to and in airport storage to ensure that possible failures of individual filtration components will not result in an unsafe condition. Airport control of cleanliness should be such as to ensure that only fuel relatively absent of free water and solid particulates is delivered into aircraft.

X1.12.1.2 The cleanliness of aviation turbine fuel is an essential performance requirement. Cleanliness requires the relative absence of free water and solid particulates. Water or dirt contamination, or both, in fuel onboard an aircraft represents a threat to flight safety and can cause long–term problems in areas such as wear, corrosion, and plugging of filters and other narrow tolerance parts.

X1.12.1.3 The cleanliness of aviation turbine fuel is protected in part by allowing time for dirt and water to settle during fuel distribution and by the routine use of effective filtration that removes both dirt and water. Generally the fuel handling system filters the fuel several times between manufacture and use with the final filtration occurring as the fuel is loaded onto an aircraft.

X1.12.2 *Undissolved Water*—The test method for undissolved water provides a quantitative means for measuring the amount of undissolved or free water in flowing fuel streams without exposing the sample to the atmosphere or to a sample container. It also provides a means for checking the performance of fuel filter-separators. Test Method D 3240 describes this test method.

X1.12.3 *Free Water and Particulate Contamination in Distillate Fuels (Clear and Bright Pass/Fail Procedures)*—The procedures in Test Method D 4176 provide rapid but nonquantitative methods for detecting contamination in a distillate fuel. Other following methods permit quantitative determinations.

X1.12.4 *Particulate Matter*—The presence of adventitious solid particulate contaminants such as dirt and rust may be detected by filtration of the jet fuel through membrane filters under prescribed conditions. Test Methods D 2276 and D 5452 describe a suitable technique.

X1.12.4.1 *Membrane Color Ratings*—Filtering the fuel through a membrane and rating the color of the deposits against a standard color scale offers a qualitative assessment of particulate contaminant levels in fuels or of changes in fuel contaminant levels at a particular location. Appendix XI on Filter Membrane Color Ratings for Fuels of Test Method D 2276 describes a suitable technique.

X1.12.5 *Microbial Contamination*—Uncontrolled microbial contamination in fuel systems may cause or contribute to a variety of problems including corrosion, odor, filter plugging, decreased stability, and deterioration of fuel/water separation characteristics. In addition to system component damage, off-specification fuel can result.

X1.12.5.1 Guide D 6469 provides personnel with limited microbiological background an understanding of the symptoms, occurrence, and consequences of chronic microbial contamination. The guide also suggests means for detection and control. Biocides used in aviation fuels must follow engine and airframe manufacturer's approval guidelines.

X1.13 Surfactants

X1.13.1 A key element in preventing contamination is to minimize or eliminate surfactants, which can compromise the ability of fuel handling systems to remove dirt and water. For example, surfactants can reduce the particle size of suspended solid and water droplets, which slows removal by settling. Surfactants can disperse dirt and water so finely that they pass through filters. Surfactants can adsorb on the surfaces of filter/coalescers interfering with water removal. Surfactants can also lift rust from surfaces, thus increasing the solids level in the fuel.

X1.13.2 *Water Separation Characteristics*—The ease of coalescence of water from fuels as influenced by surface active agents (surfactants) is assessed by Test Methods D 3948 and is designed to be used as a field or laboratory method. A high rating suggests a fuel free of surfactants; a low rating indicates that surfactants are present. Surfactants, which may be contaminants or deliberately added materials, may gradually

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disarm filter coalescers, allowing fine water droplets and particulate contaminants to pass separators in ground handling equipment.

X1.13.2.1 *Water Separation Characteristics at Point of Manufacture*—The presence of surfactants in aviation turbine fuel specified by Specification D 1655 is controlled at the point of manufacture by the Test Method D 3948 performance requirement listed in Table 1. To determine if surfactant contamination occurs during transportation the fuel should also be tested downstream of the point of manufacture as appropriate.

X1.13.2.2 *Water Separation Characteristics at Points Downstream*—Results of downstream Test Method D 3948 testing are not to be used as the sole reason for rejection of fuel, but they can indicate a mandatory need for further diligent investigation or remedial action, or both, such as passing the fuel through a clay adsorption unit to remove surfactants. However, the fuel may be rejected in the absence of satisfactory Test Method D 3948 testing results if no documented evidence is presented that a detailed investigation was carried out demonstrating that the fuel was free of excess water and dirt and could be delivered into aircraft in a clean condition.

X1.13.2.3 *Water Separation Assessment*—Because distribution systems can be complex and employ a variety of methods of transporting the fuel, sampling points and methodologies should be established as a result of a technical assessment designed to ensure that fuel cleanliness is maintained throughout the system to the point of delivery into aircraft. Since transport systems vary in their basic nature, for example, a multi-product pipeline versus a dedicated pipeline, and also in their detailed operating conditions, the parties assuming custody of the fuel should evaluate their particular systems and establish suitable testing requirements.

X1.14 Cleanliness at Time of Fuel Custody Transfer at Airport

X1.14.1 Airport fueling is the most critical location for controlling dirt and water cleanliness. Into-airport storage is thus an important point for controlling surfactant contamination so as to protect out-of-storage and into-plane dirt and water filtration.

X1.15 Miscellaneous

X1.15.1 *Additives*—Antioxidants and metal deactivators are used to prevent the formation of oxidation deposits in aircraft engine fuel systems, to counteract the catalytic effects of active metals in fuel systems, and to improve the oxidation stability of fuels in storage. Other additives are available to inhibit the corrosion of steel in fuel systems, to improve the fuel lubricity, to increase the electrical conductivity of fuel, to combat microbiological organisms, to prevent the formation of ice in fuel systems containing water, and to assist in detecting leaks in fuel storage, delivery, and dispensing systems. The chemical names or registered trade names of approved additives and the maximum quantities permitted are shown in the specifications.

X1.15.1.1 *Fuel System Icing Inhibitor*, diethylene glycol monomethyl ether approved in 5.2.1.2 shall conform to the requirements shown in Specification D 4171.

X1.15.2 *Leak Detection Additive*—Addition of leak detection additive, approved in 5.2, should be added to the fuel in accordance with the Tracer Tight[14] methodology.

X1.15.3 *Sample Containers*—A practice for sampling aviation fuel for tests affected by trace contamination can be found in Practice D 4306.

X1.15.4 *Color*—While this specification does not have a color requirement, color can be a useful indicator of fuel quality. Normally fuel color ranges from water white (colorless) to a straw/pale yellow. Other fuel colors may be the result of crude oil characteristics or refining processes. Darkening of fuel or a change in fuel color may be the result of product contamination and may be an indicator that the fuel is off-specification, which could render it unfit and not acceptable for aircraft/engine use. Fuel having various shades of color, that is, pink, red, green, blue, or a change in color from the supply source should be investigated to determine the cause of color change to ensure suitability for aircraft/engine use and should be documented prior to final delivery to airport storage.

[14] Tracer Tight is a registered trademark of Tracer Research Corp., 3755 N. Business Center Dr., Tucson, AZ 85705.

X2. CONTROL OF PROCESSING ADDITIVES

X2.1 Experience has shown that refinery processing additives, such as corrosion inhibitors, might be carried over in trace quantities into aviation fuel during refinery production. In some cases, this has resulted in operational problems in aircraft fuel systems. Moreover, these additives can cause problems at levels which may not be detected by the standard specification testing detailed in Table 1. While the specification (5.1.1) requires that only approved additives are used, confirming that non-approved additives are absent is difficult, because it is unclear what analytical method to apply, given that:

X2.1.1 The analytical target may be uncertain, since there is a wide range of (often proprietary) materials involved.

X2.1.2 There is no industry-agreed basis for determining the required analysis sensitivity.

X2.1.3 There usually are no available data, relating to processing additive concentration to aircraft system performance, to set no-harm levels (to define analysis sensitivity).

X2.2 It is therefore not practical for this specification to require detailed chemical analysis of each production batch of aviation fuel beyond the requirements listed in Table 1. Instead, each manufacturing location should ensure that procedures are in place to control processing additive use and impact on product performance. One acceptable approach to do this is to

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implement a management of change procedure that evaluates the impact of processing changes (including process additives) on finished product quality. Other approaches may also be acceptable.

X3. FORM FOR REPORTING INSPECTION DATA ON AVIATION TURBINE FUELS

X3.1 Introduction

X3.1.1 Many airlines, government agencies, and petroleum companies make detailed studies of inspection data provided on production aviation turbine fuels. Because a large number of inspections or inspection locations, or both, is generally involved, these studies are frequently made with the aid of a computer. Without a standardized form for reporting data from different sources, transcribing the reported data for computer programming is laborious. An individual must search each different data sheet for desired information because of the random ordering of results by different reporting laboratories. One objective, therefore, of a standard reporting form is to provide a precise ordering of inspection test data being reported.

X3.1.2 The inspection form shown in Fig. X3.1 incorporates the requirements of the most commonly used international fuel specifications, including Specification D 1655, British specification DERD 2494, and the Guidance Material published by the International Air Transport Association (IATA).

X3.1.3 Specific users of aviation turbine fuels sometimes find it necessary to specify properties that are not included in Specification D 1655, which are provided as a basis for formulating their own specifications. Another objective of a standard form is to list all tests that might be included in the large number of individual aviation turbine fuel specifications. The fact that a particular test is listed in the standard reporting form does not in itself indicate that there is a universal need for a specification limit. For example, a high-performance military aircraft might have fuel requirements not applicable to subsonic commercial aircraft.

X3.1.4 The third objective in meeting future electronic commerce needs is to establish the industry standard to be used to electronically transmit aviation turbine fuel quality data from one location to another. This form will serve as the template for mapping to ANSI 863 for aviation fuels.

X3.2 Dimensions of Standard Form

X3.2.1 A standard reporting form for aviation turbine fuels is shown in Fig. X3.1.

X3.2.2 Earlier versions of this form were available from ASTM as Adjunct 12-416552-00 and were sized so that the forms could be used in a standard typewriter. Because of decreased use, the form is now presented only as an example of a suitable data reporting sheet and is no longer available from ASTM as an adjunct.

X3.3 Description of Standard Form

X3.3.1 The top of the form (Header Section) provides a method for entering pertinent information regarding description and identity of the fuel being tested and the laboratory performing the tests. Items in italic print are mandatory items. Fill in only those data elements necessary to cover the individual testing situation. Explanation of non-self-explanatory Entries is provided below:

X3.3.1.1 *Manufacturer/Supplier*—Agency or activity who has possession of the fuel to be tested.

X3.3.1.2 *Product Code/Grade*—Accepted code for product being tested.

X3.3.1.3 *Sampling Location*—Place where sample was collected, as specific as possible.

X3.3.1.4 *Batch Number*—If sample was taken from the storage tank, this number should be the batch number of the product in the tank. If the sample is a composite of a shipment, this number should be the batch number or cargo number that represents the shipment.

X3.3.1.5 *Destination*—Location to which the product will be shipped. If more than one location, write *Multiple* in this block and list locations in the *Comments* block at the bottom of the form.

X3.3.1.6 *Crude Source*—If required by contract or other agreement, list the crude(s) and percentages used to refine the product. This is done in an attempt to correlate fuel properties with types of crudes.

X3.3.1.7 *Processing Method*—If required by contract or other agreement, list the crude processing technique(s) used to refine the product. Examples are hydrotreating, caustic wash, hydrocracking, merox, and so forth. (All assume atmospheric distillation.) Used in conjunction with the crude source, this information can be used to correlate fuel properties with crude processing technique.

X3.3.2 The body of the form provides for entering test results. There are four columns provided for each test.

X3.3.2.1 The first column shows the item number or code assigned to each specific test result. The number assignment for each grouping of fuel characteristics is as follows:

10–99	Appearance
100–199	Composition
200–299	Volatility
300–399	Fluidity
400–499	Combustion
500–599	Corrosion
600–699	Stability
700–799	Contaminants
800–899	Additives
900–999	Other Tests

The code designations are derived from a master list of codes assigned to tests performed for all products. Under these general categories, item numbers or codes increase either by one unit, five units, ten units, or an alpha character. For each property to be measured under a category, the code increases by five or ten units, depending on the number of characteristics that fall under that general category. The alpha codes represent the various methods allowed by specification to measure that characteristic. This may be a change of test method (see total sulfur as an example) or a change in test conditions (see JFTOT

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as an example). When the code varies by one unit, this is intended to indicate more than one reported measurement or evaluation for that particular test method (see distillation and water reaction as examples). This system allows for the coding of test methods with their equivalents and for the introduction of newly approved methods systematically into the standardization data sheet.

X3.3.2.2 The second column lists the applicable ASTM method number. Where there is no ASTM method number, the applicable IP number (Institute of Petroleum) is shown.

X3.3.2.3 The third column presents word descriptors for each test.

X3.3.2.4 The fourth column presents diamonds for entering the results of each test with location of the decimal point shown where applicable.

X3.3.3 The lower right-hand part of the form provides space for comments or for entering other test results that are not listed in the main body of the form.

X3.4 Instructions for Executing Column 4

X3.4.1 *General Instructions*:

X3.4.1.1 This form is intended for use with both naphtha- and kerosine-based aviation fuels and provides choice of test methods. Individual laboratory analysis reports should cite only the required or relevant data for the top of the form and reference the assigned item number or code for each characteristic analyzed. Number of decimal places or significant figures, or both, is meant to reflect that which is appropriate for the test method. When determining compliance of the data reported with the requirements of the cited specification, however, the specification values (and rules cited for rounding, if any) shall prevail. If a characteristic is determined by a method not cited in the standard form, enter the method identification and result in *Comments and/or Additional Tests* section.

X3.4.2 *Detailed Instructions*:

X3.4.2.1 *Items 10 and 20, Color (Saybolt)*—Enter either a (+) or a (–) sign in the first square. *Example:* +15.

X3.4.2.2 *Item 30, Visual*—According to Test Method D 4176, report result as *Pass* or *Fail*, using the criteria outlined in the test method.

X3.4.2.3 *Item 200, Distillation*—This method has both a choice of methods and more than one measurement to be made per run. Selection of *A* or *B* for item 200 selects which method is used. All of the subsequent measurements will be referenced to the selected method. Select, using an *x* in the appropriate *A* or *B* item, which test method is used, and whichever items or codes apply to the particular situation or specification being reported.

X3.4.2.4 *Items 230 and 231*—For those contracts or instances that require reporting in units of API Gravity, Item 231A reports of API Gravity using Test Method D 1298, and Item 230A reports density by the same method, either as an alternate or concurrent measurement. Item 230B reports density by using Test Method D 4052, which only provides for density as currently written.

X3.4.2.5 *Item 310 and 311, Viscosity*—For aviation turbine fuels, viscosity is measured at –20°C; therefore, the value for item 311 will always be -20. If the test is performed at some other temperature, use item number 311 to report this temperature.

X3.4.2.6 *Items 601 - 603, JFTOT*—Select the temperature at which the JFTOT was performed. The letter suffix refers to one temperature. Items 601 - 603, as appropriate, refer to the data for that specific test temperature. If results for runs at different temperatures are reported, then use the data with the appropriate suffix consistent for the temperature. In this manner, results for JFTOT at 245°C and 275°C, for example, can be kept separate and reported simultaneously on the same report. For colors that match the Color Standards, report the color code number. If the color falls somewhere between two colors, report an L for *less than* followed by the higher code number of the two between which the color falls. If there are only abnormal or peacock deposits as defined in Test Method D 3241, report an A or P, respectively. If there are both peacock and abnormal deposits, report both an A and P. If the darkest deposit on a tube matches a color code number but there is also an abnormal or peacock deposit, report the code number followed by an A or P, respectively. If the darkest deposit on a tube falls between two color code numbers and there are also abnormal or peacock deposits, or both, record the color as L, followed by the higher of the two code numbers, followed by A, P, or AP, as applicable.

X3.4.2.7 *Items 800, 810, 820, 830, and 840*—Enter the manufacturer's brand name in the square provided. If there is insufficient room in the square provided, indicate by entering asterisks and provide the information on brand name in the REMARKS section.

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INSPECTION DATA ON AVIATION TURBINE FUEL
(Items in bold type are referenced in the specification)

MANUFACTURER/SUPPLIER _____
PRODUCT CODE/GRADE _____
SPECIFICATION _____
SAMPLE NUMBER _____
DATE SAMPLED _____
SAMPLING LOCATION _____
BATCH NO. _____
QUANTITY LITRES @ 15°C _____
QUANTITY U.S. GALLONS @ 60°F _____
LABORATORY _____

DATE SAMPLED _____
DATE RECEIVED AT LAB _____
CONTRACT NO. _____
ORDER NO. _____
TANK NO. _____
DESTINATION _____
CRUDE SOURCE _____
PROCESSING METHOD _____
REMARKS _____

Method			Result
		APPEARANCE	
010	D 156	Color (Saybolt)	◊◊◊
020	D 6045	Color (Saybolt)	◊◊◊
030	D 4176	Visual ("Pass" or "Fail")	◊◊◊◊
		COMPOSITION	
100C	**D 3242**	**Acidity, Total (mgKOH/g)**	◊•◊◊◊
110	**D 1319**	**Aromatics (vol %)**	◊◊•◊
112	**D 6379**	**Aromatics (vol %)**	◊◊•◊
115	D 1319	Olefins (vol %)	◊•◊
120	**D 1840**	**Naphthalene (vol %)**	◊•◊◊
130	**D 3227**	**Sulfur, Mercaptan (mass %)**	◊•◊◊◊◊
140	D 4952	Doctor Test (P = pos, N = neg)	◊
150A	D 129	Sulfur, Total (mass %)	◊•◊◊
150B	**D 1266**	**Sulfur, Total (mass %)**	◊•◊◊
150D	**D 2622**	**Sulfur, Total (mass %)**	◊•◊◊
150E	D 3120	Sulfur, Total (ppm)	◊◊◊◊
150F	**D 4294**	**Sulfur, Total (mass %)**	◊•◊◊
150G	**D 5453**	**Sulfur, Total (ppm)**	◊◊◊◊
160A	D 3343	Hydrogen Content (mass %)	◊◊•◊◊
160B	D 3701	Hydrogen Content (mass %)	◊◊•◊◊
		VOLATILITY	
200A	**D 86**	**Distillation by Auto/Manual (°C)**	◊
200B	D 2887	Distillation by GC (°C)	◊
201		Distillation by Initial BP (°C)	◊◊◊•◊
202		Distillation by 10 % Rec (°C)	◊◊◊•◊
203		Distillation by 20 % Rec (°C)	◊◊◊•◊
204		Distillation by 50 % Rec (°C)	◊◊◊•◊
205		Distillation by 90 % Rec (°C)	◊◊◊•◊
206		Distillation by 95 % Rec (°C)	◊◊◊•◊
211		Distillation by Final BP (°C)	◊◊◊•◊
213		Residue (vol %)	◊•◊
214		Loss (vol %)	◊•◊
220A	**D 56**	**Flash Point, Tag Closed (°C)**	◊◊•◊
220B	D 93	Flash Point, PM Closed (°C)	◊◊•◊
220C	**D 3828**	**Flash Point, Setaflash (°C), Meth A**	◊◊•◊
220D	D 3828	Flash Point, Setaflash (°C), Meth B	◊◊•◊
221	D 3828	Flash Point, Setaflash (Flash/No Flash)	◊
230A	**D 1298**	**Density @ 15°C (kg/m³)**	◊◊◊•◊
230B	**D 4052**	**Density @ 15°C (kg/m³)**	◊◊◊•◊
231A	D 1298	API Gravity @ 60°F	◊◊•◊
240A	D 323	Vapor Pressure, Reid (kPa)	◊◊•◊
240B	D 4953	Vapor Pressure, Dry Method (kPa)	◊◊•◊
240C	D 5190	Vapor Pressure, Automatic Method (kPa)	◊◊•◊
240D	D 5191	Vapor Pressure, Mini Method (kPa)	◊◊•◊
		FLUIDITY	
300A	**D 2386**	**Freezing Point (°C)**	-◊◊•◊◊
300B	**D 5901**	**Freezing Point (°C)**	-◊◊•◊◊
300C	**D 5972**	**Freezing Point (°C)**	-◊◊•◊◊
300D	**D 4305**	**Freezing Point (°C)**	-◊◊•◊◊
300F	**D 7154**	**Freezing Point (°C)**	-◊◊•◊◊
310	**D 445**	**Viscosity @ -20°C (mm²/s)**	◊◊•◊◊◊
311	D 445	Viscosity at other temp (mm²/s)	◊◊•◊◊◊
312	D 445	Temp (°C) of Item 311	◊◊◊◊

Method			Result
		COMBUSTION	
400A	D 240	Net Heat of Combustion (MJ/kg)	◊◊•◊◊◊
400B	D 1405	Net Heat of Combustion (MJ/kg)	◊◊•◊◊◊
400C	**D 3338**	**Net Heat of Combustion (MJ/kg)**	◊◊•◊◊◊
400D	**D 4529**	**Net Heat of Combustion (MJ/kg)**	◊◊•◊◊◊
400E	**D 4809**	**Net Heat of Combustion (MJ/kg)**	◊◊•◊◊◊
410	**D 1740**	**Luminometer No.**	◊◊
420	**D 1322**	**Smoke Point (mm)**	◊◊•◊
		CORROSION	
500	**D 130**	**Copper Strip**	◊◊
510	IP 227	Silver Strip	◊
		STABILITY	
601A	**D 3241**	**JFTOT ΔP (mm Hg) @ other temp**	◊◊•◊
602A	**D 3241**	**JFTOT Tube Deposit @ other temp**	◊◊◊◊
603A	**D 3241**	**JFTOT TDR Spun Rating @ other temp**	◊◊
604A		**Temperature (°C) of above JFTOT**	◊◊◊◊
601B	**D 3241**	**JFTOT ΔP (mm Hg) @ 260°C**	◊◊•◊
602B	**D 3241**	**JFTOT Tube Deposit Rating @ 260°C**	◊◊◊◊
603B	**D 3241**	**JFTOT TDR Spun Rating @ 260°C**	◊◊
		CONTAMINANTS	
700	IP 225	Copper Content (mg/kg)	◊•◊◊
710	**D 381**	**Existent Gum (mg/100 mL)**	◊◊◊
710A	**IP 540**	**Existent Gum (mg/100 mL)**	◊◊◊
720A	D 2276	Particulate (mg/L)	◊•◊◊
720B	D 5452	Particulate (mg/L)	◊•◊◊
730		Filtration time (minutes)	◊◊
740	**D 1094**	**Water Reaction Interference Rating**	◊◊
750	D 3948	MSEP (With SDA)	◊◊◊
751	D 3948	MSEP (Without SDA)	◊◊◊
		ADDITIVES	**Brand**
800		Antioxidant (mg/L) [ ]	◊◊•◊
810		Metal Deactivator (mg/L) [ ]	◊•◊
820		Static Dissipator Additive (mg/L) [ ]	◊•◊
830A	(D5006)	FSII (vol%) [ ]	◊•◊◊◊
830B	(FTM5327)	FSII (vol%) [ ]	◊•◊◊◊
830C	(FTM5340)	FSII (vol%) [ ]	◊•◊◊◊
840		Corrosion Inhibitor (mg/L) [ ]	◊◊•◊
		OTHER TESTS	
900	**D 2624**	**Conductivity (pS/m)**	◊◊◊◊
901	**D 2624**	**Conductivity Test Temperature (°C)**	◊◊◊

Comments and/or Additional Tests:

_____
_____
_____
_____
_____
_____
_____

CERTIFIED BY _____

FIG. X3.1 Standard Form for Reporting Inspection Data on Aviation Turbine Fuels

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SUMMARY OF CHANGES

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D 1655–06d) that may impact the use of this standard. (Approved July 1, 2007.)

(*1*) Added new footnote to Physical Distillation information in Table 1.

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D 1655–06c) that may impact the use of this standard. (Approved Dec. 1, 2006.)

(*1*) Added references to ASTM MNL 37 and *Handbook of Aviation Fuel Properties* to Appendix X1.
(*2*) Revised portions of Appendix X1 and incorporated sections from original Appendix X2.
(*3*) Added IP 540 to the Referenced Documents, the standard text, and Fig. X3.1.
(*4*) Revised 10.1.12.
(*5*) Revised Appendix X2.

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D 1655–06b) that may impact the use of this standard. (Approved Oct. 1, 2006.)

(*1*) Added Test Method D 7154 to 10.1.4, Table 1, and Fig. X3.1.

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D 1655–06a) that may impact the use of this standard. (Approved Aug. 1, 2006.)

(*1*) Added Corrosion Inhibitor/Lubricity Improver information to Table 2 and X1.10.2.

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D 1655–06) that may impact the use of this standard. (Approved May 1, 2006.)

(*1*) Revised 10.1.4.
(*2*) Added Test Methods D 6379 and D 7153.
(*3*) Revised Table 1.
(*4*) Revised Fig. X3.1.
(*5*) Revised 5.2, and deleted original subsections 5.2.1, 5.2.2, 5.2.3, and 5.2.4.

Subcommittee D02.J0 has identified the location of selected changes to this standard since the last issue (D 1655–05) that may impact the use of this standard. (Approved Jan. 1, 2006.)

(*1*) Increased maximum conductivity limit in Footnote L in Table 1, Footnote F in Table 2, and X1.11.2.
(*2*) Revised X1.10.
(*3*) Deleted water reaction interface rating from Table 1.
(*4*) Revised A1.2.

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ORIGIN ID:HOTA (972) 858-6809
BYRON GRAY
129 SPYGLASS POINT
HOT SPRINGS, AR 71913
UNITED STATES US

SHIP DATE: 07JUL17
ACTWGT: 3.70 LB
CAD: 6996970/SSF01802
BILL CREDIT CARD

TO
JEFFERSON COUNTY PURCHASING DEPT>
1149 PEARL ST
1ST FLOOR
BEAUMONT TX 77701
(281) 989-5936
INV:
PO:
REF:
DEPT:

FedEx Express
REL# 3765346

TRK# 0201 7871 1980 6789
MON - 10 JUL 10:30A
PRIORITY OVERNIGHT

XH BPTA
77701
TX-US IAH

Part # 156297-438 REV 2004 0198

Original

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

June 12, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. **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:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NO:	**IFB 17-019/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, July 11, 2017**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – June 14, 2017 & June 21, 2017

IFB 17-019/YS
Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Bids due: 11:00 AM CDT, Tuesday, July 11, 2017

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission 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 response being declared as non-responsive.

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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 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 judgment 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.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

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 – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

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. Emergency/Declared Disaster Requirements

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

9. Award

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

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

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

10. 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.

11. 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.

12. Fiscal Funding

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

13. 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.

14. 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.

15. Specifications

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

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

16. Delivery

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

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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.

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

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

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

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

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items

and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County for a period of three (3) years.

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

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

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

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

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

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

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

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

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

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

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial

practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall 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 specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. **Multiple Vendor Award**

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

5. **Delivery**

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

6. **Payment**

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

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

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

7. **Usage Reports**

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

8. **Insurance**

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

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

Workers' Compensation	Statutory Coverage (see attached)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly

with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer (email: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 17-019/YS.

Scope

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from August 1, 2017 through July 31, 2020.**

Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed (arupp@co.jefferson.tx.us) or faxed (409-722-2830) to the attention of Alex Rupp, Airport Director.

All price changes will be emailed to Alex Rupp, Airport Director at **arupp@co.jefferson.tx.us**, and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Nederland, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

Jefferson County is subject to taxes and fees as follows:

Tax or Fee	AV Gas Low Lead 100	Jet A
Federal Gas Tax	$0.19790	$.24590
Total Tax/Fee per Gallon	**$0.19790**	**$.24590**

Include state fees and federal taxes totaling $0.19790 per gallon on AV Gas Low Lead 100 and federal taxes of $0.24590 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

Approximate Annual Usage

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

Technical Specifications

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive**.

Estimated Volume

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 50,000 gallons of AV Gas Low Lead 100 and 550,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

Credit Cards/"Effective" Bids

Bids shall offer credit card processing for all major credit card for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of $0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military AIRCARDs. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

Branded or Unbranded

Bids may be for Branded or Unbranded supply contracts, however bidder must specify.

Training, Quality Control and Risk Management

Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs.

Refueler

Bid shall include provision of a 3,000 gallon Jet A refueler truck, including full maintenance coverage except for tires and batteries, no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck if unable to drive and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

- Stainless Steel Tanks
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation
- Bottom load point located on passenger side

Into-Plane Contract Fuel

Bidders may offer "Into-Plane Contract Fuel" programs. The County may accept or reject such programs independent of other items bid within this request.

Co-Mingle

Jefferson County will not accept a bid that proposes co-mingling of fuel.

Signs

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

Additional Marketing Support

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid.

County Equipment

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck and one (1) 3000 capacity Jet A truck.

Contact

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

Bidder Information Form

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

Bid Name & Number: Term Contract for Aviation Fuel for Jack Brooks Regional Airport, IFB 17-019/YS

Bidder's Company/Business Name: EPIC Aviation, LLC

Bidder's TAX ID Number: 74-3207188

Contact Person: Michael Jackson **Title:** Regional Account Manager

Phone Number (with area code): 469-585-3141

Alternate Phone Number if available (with area code): 800-876-5798

Fax Number (with area code): 503-566-2390

Email Address: MJackson@EPICFuels.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

N/A
Address

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

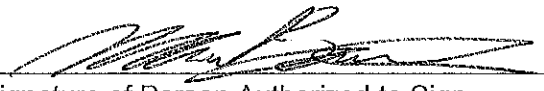
We acknowledge receipt of the following amendment(s): #1 6/30/17 _____, _____, _____.

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

EPIC Aviation, LLC
Company Name

222 W. Las Colinas Blvd.,#1425N
Address

Irving, TX 75039
City State Zip


Signature of Person Authorized to Sign

Marla Beckham
Printed Name

CFO
Title

For clarification of this offer, contact:

Michael Jackson
Name

469-585-3141
Phone Fax

MJackson@EPICFuels.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years, from August 1, 2017 through July 31, 2020.

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

This contract shall henceforth be referred to as Contract No. IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Branded supply & services
10 day payment terms

Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Item 1.
Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~53,000~~ 50,000 gallons	AV Gas Low Lead 100		$ 2.316	$ 115,799
	Platts Reference Price for 6-27-2017	$1.50664		
	Bidder's Markup	$ .8093		
	Taxes/Fees per Gallon	$ .196143		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 2.5121	$ 125,606
	Texas Delivery Fee (per delivery)		$ 6.95	$ 41.70

Item 2.
Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~750,000~~ 550,000 galloons	Jet A		$ 1.3697	$ 753,349
	Platts Reference Price for 6-27-2017	$ 1.2591		
	Bidder's Markup	$ .1106		
	Taxes/Fees per Gallon	$ .246143		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 1.6159	$ 888,727
	Texas Delivery Fee (per delivery) N/A on Jet		$ 0	$ 0

Name of Company: EPIC Aviation, LLC

Bid Form (Continued)

Credit Cards honored and service fees:

American Express	3.35 %	Mastercard - qualified	2.10 %
Discover	2.95 %	Visa- qualified	2.10%
AirCard	4.50%	Avcard	3.25%
EPIC Card Jet-A + Ancillairy	0 %	MultiServe	3.25%

EPIC Card - Avgas volume only 1.75%

Weighted Average of Fees (50% major oil)	$ 2.58%
Increment due to the Average of Credit Card Fee	$ .0258
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 2.5121
Total Effective Bid per Gallon	$ 2.5379
Jet A Effective Bid per Gallon	$ 1.6159
Total Effective Bid per Gallon	$ 1.6417
Effective Bid Value, Grand Total	$ 1,029,813
Bid Surety	$ 0 - N/A
Additional Marketing Support (co-op advertising)	$ .005

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$ 26,808
Make/Model	2017 International / 4300

Name of Company: EPIC Aviation, LLC

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 6/30/17

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Branded supply & services
30 day payment terms

Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Item 1.
Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~53,000~~ 50,000 gallons	AV Gas Low Lead 100		$ 2.331	$ 116,574
	Platts Reference Price for 6-27-2017	$1.50664		
	Bidder's Markup	$ .8248		
	Taxes/Fees per Gallon	$ .196143		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 2.5276	$ 126,381
	Texas Delivery Fee (per delivery)		$ 6.95	$ 41.70

Item 2.
Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~750,000~~ 550,000 galloons	Jet A		$ 1.3802	$ 759,124
	Platts Reference Price for 6-27-2017	$ 1.2591		
	Bidder's Markup	$ .1211		
	Taxes/Fees per Gallon	$ .246143		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 1.6264	$ 894,502
	Texas Delivery Fee (per delivery) N/A on Jet		$ 0	$ 0

Name of Company: EPIC Aviation, LLC

Bid Form (Continued)

Credit Cards honored and service fees:

American Express	3.35 %	Mastercard - qualified	2.10 %
Discover	2.95 %	Visa- qualified	2.10%
AirCard	4.50 %	Avcard	3.25 %
EPIC Card Jet-A + Ancillairy	0 %	MultiServe	3.25 %

EPIC Card - Avgas volume only 1.75%

Weighted Average of Fees (50% major oil)	$ 2.58%
Increment due to the Average of Credit Card Fee	$ .0258
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 2.5276
Total Effective Bid per Gallon	$ 2.5534
Jet A Effective Bid per Gallon	$ 1.6264
Total Effective Bid per Gallon	$ 1.6522
Effective Bid Value, Grand Total	$ 1,036,363
Bid Surety	$ 0 - N/A
Additional Marketing Support (co-op advertising)	$ .005

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$ 26,808
Make/Model	2017 International / 4300

Name of Company: EPIC Aviation, LLC

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 6/30/17

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Texas Gulf Coast Regional Airport / Brazoria County

Address: 8000 Airport Way, Angleton, TX 77515

Contact Person and Title: Jeff Bilyeu, Airport Manager

Phone: 979-849-5755 Fax: 979-848-1428

Email Address: jbilyeu@brazoria-county.com Contract Period: 1/27/14 - current - into 2018

Scope of Work: Branded Jet-A and Avgas fuel supply and related services

REFERENCE TWO

Government/Company Name: City of Bay City / Bay City Aviation

Address: 3598 FM 2540 North, Bay City, TX 77414

Contact Person and Title: James Mason, Airport Manager

Phone: 979-429-0890 Fax: 979-323-1670

Email Address: jmason@cityofbaycity.org Contract Period: 10/31/2012 - current - into 2020

Scope of Work: Branded Jet-A and Avgas fuel supply and related services

REFERENCE THREE

Government/Company Name: County of Victoria / Victoria Regional Airport

Address: 609 Foster Field Drive, Victoria, TX 77904

Contact Person and Title: Lenny Llerena, Airport Director

Phone: 361-578-1221 Fax: 361-576-3925

Email Address: VLlerena@vctx.org Contract Period: July 2016 - current - into 2021

Scope of Work: Branded Jet-A and Avgas fuel supply and related services

Bidder Shall Return Completed Form with Offer.

Signature Page

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

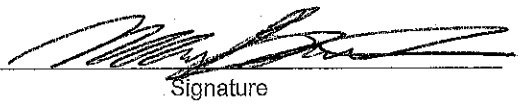
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** [X] **No** [ ]

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

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

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

EPIC Aviation, LLC
Bidder (Entity Name)


Signature

222 W. Las Colinas Blvd., Suite 1425N
Street & Mailing Address

Marla Beckham
Print Name

Irving, TX 75039
City, State & Zip

7/7/17
Date Signed

866-501-3742
Telephone Number

503-566-2390
Fax Number

MBeckham@EPICFuels.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

EPIC Aviation, LLC does not have a current business relationship with Jefferson County, TX

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

N/A

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

7/12/17

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Marla Beckham
Printed Name of Authorized Representative

Signature

Chief Financial Officer
Title

7/7/17
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

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

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? [ ] Yes [X] No
Utilitzed Comptroller.texas.gov website resources

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

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

Subcontractor Name: Trimac Transportation

Address: 3146 N Beltline, Grand Prarie, TX 75050 (main office)
Street City State Zip

Contact person: Marla Timberlake Title: Office manager, dispatch

Phone (with area code): 210-657-0616 Fax (with area code): 210-657-7963

Proposed Subcontract Amount: $ 25,300 Percentage of Prime Contract: 3 %

Description of Subcontract Work to be Performed: Load, transport and offload fuel. Primary Carrier for Jet-A

Subcontractor Name: Pinacle Express

Address: 35 W. Morgan Rd. Ann Arbor, MI 48108 (Corporate office)
Street City State Zip

Contact person: Jim Fox Title: General manager

Phone (with area code): 734-623-8558 Fax (with area code): 734-623-8559

Proposed Subcontract Amount: $ 5,740 Percentage of Prime Contract: 1 %

Description of Subcontract Work to be Performed: Load, transport and offload fuel. Primary carrier for Avgas

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Marla Beckham

Title: Chief Financial Officer

Signature: _____

Date: 7/7/17

E-mail address: MBeckham@EPICFuels.com

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

Name (print or type): Lori Chambers

Title: Accounting Manager, Fuel Settlement

Date: July 06, 2017

E-mail address: Billing@EPICFuels.com and LChambers@EPICFuels.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☒ I certify that EPIC Aviation, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	74-3207188
Company Name submitting bid/proposal:	EPIC Aviation, LLC
Mailing address:	222 W. Las Colinas Blvd, Suite 1425N, Irving, TX 75039
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
	N/A

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Dallas

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

on this day personally appeared Marla Beckham (name), who

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

"I, Marla Beckham (name) am a duly authorized officer of/agent

for Epic Aviation LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Epic Aviation LLC (name of firm).

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

Name and address of bidder: EPIC Aviation, LLC
222 W. Las Colinas Blvd. Suite 1425N, Irving, TX 75039

Fax: 503-566-2390 Telephone# 866-501-3742

by: Marla Beckham (print name) Title: Chief Financial Officer

Signature: _____

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

this the 07 day of July, 2017.

NOTARY PUBLIC STATE OF TEXAS
ERIK POLLEY
Notary ID # 130821583
My Commission Expires
September 14, 2020

Erik Polley
Notary Public in and for
the State of TX

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: 17-019/YS

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **Tuesday, July 11, 2017**

Addendum No.: 1 (one)

Issued (Date): June 30, 2017

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Corrected Estimated Quantities on Revised Bid Form (attached)

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

Chief Financial Officer
Title of Person Signing Above

Marla Beckham
Typed Name of Business or Individual

222 W. Las Colinas Blvd #1425N
Address Irving, TX 75039

Jet A & Jet A-1				Per ASTM D1655-16a Table 1
Property		**Specification Limits**		**ASTM Test Method**
COMPOSITION				
Acidity, total mg KOH/g		max	0.1	D3242/IP 354
1. Aromatics, vol %		max	25	D1319 or IP 156
2. Aromatics, vol %		max	26.5	D6379/IP 436
Sulfur, mercaptan,C mass %		max	0.003	D3227/IP 342
Sulfur, total mass %		max	0.30	D1266, D2622, D4294, D5453, IP 336
VOLATILITY				
Distillation temperature, °C:			C/F	D86, D2887/IP 406, D7345, IP 523
10 % recovered, temperature		max	205/401	
50 % recovered, temperature			report	
90 % recovered, temperature			report	
Final boiling point, temperature		max	300/572	
Distillation residue, %		max	1.5	
Distillation loss, %		max	1.5	
Flash point, °C		min	38/100.4	D56, D3828, D3828, IP 170 or IP 523
Density at 15°C, kg/m3			775 to 840	D1298/IP 160 or D4052 or IP 365
FLUIDITY				
Freezing point, °C	Jet A	max	-40/-40	D5972/IP 435, D7153/IP 529, D7154/IP 528, or D2386/IP 16
	Jet A-1		-47/-52.6	
Viscosity -20°C, mm2/s		max	8.0	D445/IP 71, Section 1, D7042, or D7945
COMBUSTION				
Net heat of combustion, MJ/kg		min	42.8	D4529, D3338, D4809, or IP 12
One of the following requirements shall be met:				
(1) Smoke point, mm, or		min	25.0	D1322/IP 598
(2) Smoke point, mm, and		min	18.0	D1322/IP 599
Naphthalenes, vol, %		max	3.0	D1840
CORROSION				
Copper strip, 2 h at 100°C		max	No. 1	D130/IP 154
THERMAL STABILITY				
JFTOT (2.5 h at control temperature of 260°C min)				D3241/IP 323
Filter pressure drop, mm Hg		max	25	
Tube Rating: One of the following requiremnts shall be met.				
(1) Annex A1 VTR, VTR Color code		Less than	3 (No Peacock or Abnormal Color Deposits)	
(2) Annex A2 ITR or Annex A3 ETR, nm average over area of 2.5 mm		max	85	
CONTAMINANTS				
Existent gum, mg/100 mL		max	7	D381, IP 540
Microseparometer, Rating				D3948
Without electrical conductivity additive		min	85	
With electrical conductivity additive		min	70	
ADDITIVES				
Electrical conductivity, pS/m		range	50-600	D2624/IP 274

Avgas 100 LL			Per ASTM D910-15 Table 1
Property	**Specification Limits**		**ASTM Test Method**
COMBUSTION			
Net heat of combustion, MJ/kg	min	43.5	D4529, D3338
Octane Rating			
Knock value, lean mixture			
Motor Octane Number	min	99.6	D2700
Aviation Lean Rating	min	100.0	D2701
Knock value, rich mixture			
Octane number	min		
Performance number	min	130.0	D909
COMPOSITION			
Sulfur, total mass %	max	0.05	D1266, D2622
Tetraethyl lead			D3341, D5059
mL TEL/L	max	0.53	
g Pb/L	max	0.56	
Color			
Dye content, mg/L			
Blue dye	max	2.7	
Yellow dye	max	None	
Red dye	max	None	
Orange dye	max	None	
VOLATILITY			
Vapor Pressure, 38 °C, kPa	min	38.0	D323 or D5191
	max	49.0	
Density at 15°C, kg/m3		Report	D1298 or D4052
Distillation temperature, °C:		C/F	D86
Initial boiling point		Report	
Fuel Evaporated			
10 volume % at °C	max	75/167	
40 volume % at °C	min	75/167	
50 volume % at °C	max	105/221	
90 volume % at °C	max	135/275	
Final boiling point, temperature	max	170/338	
Sum of 10% + 50% evaporated temperatures	min	135/275	
Recovery volume %	min	97	
Residue volume %	max	1.5	
Loss volume %	max	1.5	
FLUIDITY			
Freezing point, °C	max	-58 / -72.4	D2386
CORROSION			
Copper strip, 2 h at 100°C	max	No. 1	D130
CONTAMINANTS			
Oxidation stability, mg/100 mL (5 h aging)			D873
Potential gum	max	6	
Lead precipitate	max	3	
Water reaction			D1094
Volume change, mL	max	± 2	
OTHER			
Electrical conductivity, pS/m	range	450	D2624

AVIATION REFUELER LEASE AGREEMENT
(OFF ROAD USE ONLY VEHICLE)

THIS AGREEMENT made and entered into this _____ day of _____, 2016 by and between **EPIC Aviation, LLC** having its principal office at 3871 Fairview Industrial Dr. SE, Suite 100, Salem, OR 97302, hereinafter referred to as "Lessor," and _____, hereinafter referred to as "Lessee,"

Lessor agrees to deliver and lease to Lessee for Lessee's use on the **Airport,** the aviation refueling truck or trucks (hereinafter referred to as "Refueling Equipment") described as indicated in Addendum "A" to this agreement (the "Agreement").

This confirms the Lessor's and Lessee's mutual understanding that the Refueling Equipment described on the attached Addendum "A" is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said Refueling Equipment during the term hereof, Lessee hereby agrees to pay Lessor the rental set out in the Addendum "A," plus all applicable sales, property, and use tax; said rental be paid to Lessor in advance on the first day of each month, and to commence as of _____ or **upon delivery (whichever is later)**. Lessor shall be permitted to increase said rental while Agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of an increase in the rental, Lessee shall have the right to terminate this Agreement on the effective date of said increase by giving Lessor at least thirty (30) days advance written notice of its intention to terminate on said effective date.

2. This Agreement shall remain in effect for a minimum primary term commencing on the date of execution and continuing for four (4) years or until end of that certain fuel purchase contract between Lessor and Lessee dated _____ (hereinafter referred to as "FPC") whichever is longer. Thereafter this Agreement shall automatically renew for subsequent equal periods unless notice of intent to terminate at the end of the then current term is delivered in writing by either party. Such notice shall be delivered at least ninety (90) days and no more than one hundred twenty (120) days prior to the end of the then current term. If for any reason Lessee does not lease said Refueling Equipment, including any additional Refueling Equipment leased hereunder or substituted Refueling Equipment exchanged at the request of Lessee, for at least forty-eight (48) months or until termination of the FPC, whichever is longer, Lessee agrees to pay Lessor a sum equal to twice the cost of delivering said Refueling Equipment to Lessee. Said sum shall not exceed **$XXXX** per unit.

Lessee Initials_____

3. The Refueling Equipment shall at all times remain the exclusive property of Lessor and nothing in this Agreement shall be construed to transfer any ownership right or interest to Lessee in the Refueling Equipment. Lessee shall, at all times, at its sole cost, keep the Refueling Equipment free and clear from all liens, encumbrances, levies, attachments or other judicial process from every cause whatsoever (other than a claimant through the act of Lessor), and shall give Lessor immediate notice thereof and shall indemnify and hold Lessor harmless from any loss or damage, including attorneys' fees, caused thereby.

4. Lessee shall exercise exclusive supervision and control of the Refueling Equipment during the term of this Agreement and Lessee shall allow only qualified and duly trained operators to use, operate, maintain and/or repair the Refueling Equipment. Lessee shall, at all times, ensure that the Refueling Equipment is used, operated, maintained and repaired in a careful and prudent manner, and in complete compliance with the manufacturer's specifications. Lessee shall, at its own cost and expense, ensure strict compliance with, and conformance to, all applicable laws, rules, ordinances, codes and regulations (be they federal, state, local or otherwise) relating in any way to human health and safety, the environment, or the possession, use, maintenance or repair of the Refueling Equipment.

5. The Refueling Equipment shall not be removed from the location specified above without the prior written consent of Lessor.

6. Lessee shall not make any modifications or alterations to the Refueling Equipment without the express, written permission of Lessor. In the event Lessor grants such permission, a condition of any consent to such modification or alteration shall be that all cost of modifying, altering and restoring the Refueling Equipment shall be solely borne by Lessee.

7. Prior to the delivery of each unit of Refueling Equipment covered by this agreement, Lessee shall obtain and maintain in force at all times during the term of this agreement insurance coverage listed below extending to the Refueling Equipment as shown in Addendum "A". Minimum limits are required, or such higher limits as may be required by state or federal law or regulation.

   Lessee shall furnish Lessor with certificates evidencing such insurance. Such certificate shall specify the leased equipment by VIN number as being covered in the policy. **Lessor must be specified as additional insured's** (with respect to the operation of Lessor's named equipment) under the policy.

Commercial General Liability Coverage	Minimum Limit
Aviation general liability, including airport premises	$1,000,000.00 Combined single limit per accident
Property Coverage	
Mobile equipment property (Inland Marine)	Replacement Value*

   * Lessee assumes all risk of loss of, or damage to, the Refueling Equipment. Lessee shall be responsible for all loss of or damage to the Refueling Equipment from any cause whatsoever during the term of this Agreement. Such responsibility is limited to the full replacement value of the Refueling Equipment, as shown in Addendum "A".
   In the event that Lessee fails to obtain and maintain such insurance or fails to provide Lessor with

certificates evidencing such insurance, Lessor may at their discretion terminate said lease or purchase such insurance on Lessee's behalf and at Lessee's expense and Lessee shall be obligated to pay the entire cost of such insurance with the next monthly rental payment.

8. Lessee shall indemnify, defend, and hold harmless Lessor, any subsidiary and affiliated companies (collectively "lessor and its affiliates"), and their respective directors, officers, agents, and employees, from and against all expense (including attorneys' fees), liabilities, and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including lessee's property) or injury to or death of persons (including lessee), directly or indirectly resulting, or alleged to result, from anything occurring from any cause on or about or in conjunction with the maintenance, upkeep, repair, replacement, operation, or use of any premises owned and/or operated by the lessee, or anything located thereon, or otherwise resulting from or in conjunction with the lessee's use of the Refueling Equipment or the operations or products of lessee or the negligence of lessee. Said Refueling Equipment, if not new equipment, is leased "as is" without warranty. New equipment will carry the extent of the refueler manufacturer's warranty as stated in the operating manual that accompanies the equipment. It is also agreed that Lessee shall not add to or remove from said Refueling Equipment any equipment or appurtenances without the written consent of the Lessor.

9. In the event of an accident, loss of, theft or damage to the Refueling Equipment, Lessee agrees to notify Lessor immediately by telephone, and thereafter, immediately report in writing to Lessor and the public authorities (where required by law) all information deemed relevant thereto by Lessor.

10. It is further understood and agreed that each party accepts the applicable responsibilities listed in the attachment hereto, entitled Lessee/Lessor Responsibilities, which is incorporated herein by this reference. Lessor shall be permitted access to inspect the Refueling Equipment at all reasonable times.

11. Upon the expiration, cancellation or termination of this Agreement or any Lease (including any cancellation or termination occurring after or in connection with an Event of Default hereunder), Lessee shall perform any testing and repairs required to place the units of Equipment in the same condition and appearance as when received by Lessee and in good working order for the original intended purpose of the Equipment. Lessee shall remove installed markings that are not necessary for the operation, maintenance or repair of the Equipment. All Equipment will be cleaned, cosmetically acceptable, and in such condition as to be immediately installed into use in a similar environment for which the Equipment was originally intended to be used. All waste material and fluid must be removed from the Equipment and disposed of in accordance with then current waste disposal laws. Lessee shall pay for all costs to comply with this Section 11. Without limiting the foregoing, upon return, each unit of Equipment must be clean, in good appearance, and in operable condition, and shall meet all of the following conditions:

a. Cab will be free from significant body damage:
    i. Glass will be intact
    ii. Interior will be clean
    iii. Gauges will operate
    iv. Lights will operate

b. Mechanical Power Train
    i. Engine and transmission will start and function normally
    ii. Differential will be free of excessive noise

c. Pumping system-- will be complete and free from damage

d. Tank– will be free of leaks and significant body damage or tank dents

e. Entire Unit – will perform in its entirety as an aircraft refueler, that is, it will pump fuel on demand and shut down on demand, and fully conform to ATA 103 standards, and shall pass all requirements and checks contained within ATA 103 pertaining to aircraft refueling vehicles.

12. Until Lessee has fully complied with the requirements of Section 11 above, Lessee's Rent payment obligation and all other obligations under this Agreement shall continue from month to month notwithstanding any expiration, cancellation or termination of the corresponding Term. During such month to month period, Lessor may terminate Lessee's right to use the Equipment upon ten (10) days' notice to Lessee.

13. In the event of default of this Agreement, or any other contract between Lessor and Lessee, Lessee shall allow Lessor to peaceably enter the premises where the Refueling Equipment is located and render it inoperative or remove it without legal process and without notice or liability to Lessee. Lessee hereby waives any right to a hearing or to receive any notice of legal process, as a pre-condition for Lessor recovering the Refueling Equipment. The remedies provided herein are not exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

14. This agreement supersedes and takes place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of Refueling Equipment at the location above stated.

15. This Agreement shall be interpreted and construed in accordance with the substantive and procedural laws of the State of Oregon, notwithstanding any choice of law rules. Any legal action instituted by either party pertaining to this Agreement or the Refueling Equipment shall be instituted in the Circuit Court for Marion County, Oregon. Lessor and Lessee each specifically consent to the jurisdiction of the courts of the State of Oregon and waive any objection to jurisdiction in the State of Oregon or venue in Marion County Circuit Court, including, but not limited to, any objection based on the inconvenience of the forum or venue.

Lessee Initials_____

16. In the event of any action to enforce this Agreement or to seek a declaration of right or responsibilities hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees, at arbitration, trial and upon appeal, in addition to all other costs and expenses allowed by law.

17. When duly executed, this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns; provided, however, that Lessee shall not assign this agreement in whole or in part without the prior written consent of Lessor; and provided further that Lessor's consent shall not be unreasonably withheld if reasonable requirements imposed by Lessor are first met. If Lessee is a corporation, partnership, or other business entity, the sale, assignment or other disposition or transfer of any interest in such entity shall be deemed an assignment of this agreement or rights there under for purposes of this paragraph.

18. Lessee shall be solely responsible for and pay any and all license fees, assessments, sales, use and other taxes, including, but not limited to, sales and personal property taxes, relating in any way to the Refueling Equipment.

EXECUTED the day and year first above written.

EPIC AVIATION, LLC	**name**
By _____ Lessor	**By** _____ Lessee
Date _____	**Date** _____

Lessee Initials_____

ADDENDUM "A" TO
AVIATION REFUELER LEASE AGREEMENT
(OFF ROAD USE ONLY VEHICLE)

This is an addendum to an Aviation Refueler Lease Agreement made on _____, between **EPIC AVIATION, LLC** of Salem, Oregon the "Lessor", and the "Lessee."

Name

Unit #

Make

Serial/VIN #

Tank Size

Lease

Options

Replacement Value

Effective _____ **or upon delivery (whichever is later)**

EPIC AVIATION, LLC	**Customer name**
By _____ Lessor	**By** _____ Lessee
Date _____	**Date** _____

Lessee Initials_____

Addendum "B"
Certificate of Acceptance and Inspection

EQUIPMENT LEASE DATED: _____
Referencing the following equipment:

Vehicle: Year/make:
VIN# Tank size:

Lessor: EPIC AVIATION, LLC
P.O. Box 12249
Salem, OR 97309

Lessee: name

Miles:		Hours:	
Meter 1:		Meter 2:	

Note: The following must be performed prior to accepting the vehicle and using the vehicle for fueling.

Refueler Truck Condition

		OK	Repair	Comments
1	Air Filter			
2	Oil Filter			
3	Engine Fuel Filters			
4	Chassis Lube			
5	Antifreeze - level of protection			
6	Fire Extinguisher Seal			
7	Engine Operation			
8	Belts			
9	Coolant System - leaks			
10	Lights, Fuses, Lenses, Reflectors			
11	Batteries and cable terminals			
12	General tightness - Cab and Chassis			
13	Brakes - Check			
14	Brake Interlocks			
15	Engine Oil - level			
16	Transmission Fluid - level			
17	Hydraulic fluid - level (if applicable)			
18	Coolant - level			
19	Tires - condition, inflation			
20	Dispensing System - leaks			
21	Water Sumps - drain			
22	Nozzles - ground wires, dust caps			
23	Windshield Wipers, Arms, Blades			

Lessee Initials_____

24	Cleanliness			
25	Windows - condition			
26	Fuel System			
27	Exhaust System			
28	Cooling System			
29	Ignition System			
30	Electrical Charging System			
31	Starting System			
32	Refueling Electrical System (if applicable)			
33	Air Reservoir, Drains, Cables, Relief Valves			
34	Refueling Air Control System (if applicable)			
35	U-Joints - condition			
36	Bonding reel			
37	Meter - seal			
38	Product Tank Top - condition, drains clear			
39	Product Tank Interior - inspection			
40	Dome lids, gaskets, vent hood			
41	Hose Reels - condition			
42	Product Hoses - condition			
43	Product Identification Signs			
44	Product Filter Vessel and Filters - sealed, inspected			
45	Paint - condition			
46	Product Pump - condition, leaks			
47	Manual in Cab			

Refueler Truck Quality Control

		OK	Repair	Comments
1	Drain the Following:			
	Hoses			
	Tank Drains			
	Filter Drains			
	Bottom Load			
2	Fill Product Tank - check for leaks			
3	Test Pre-Check			
4	Recirculate all Hoses			
	(500 gallon for overwing, 1,000 underwing)			
5	Micro Filter Test (if required)			
6	Test Pressure Control System (if required)			
7	Additive Injector Check Calibration (if required)			
8	Test Emergency Shut Off			
9	Test Deadman Shut-down (if required)			
10	Check Filter Drain			
11	Check Tank Sump Drain			
12	Check Nozzle Screens			

Lessee Initials_____

RMS Certification
Unit meets required Q.C. standards.

Sign _____ Date_____

RMS signature required, if equipment found to be in good working order and condition.

Lessee Acknowledgement
The Lessee acknowledges that the Equipment described in the above referenced lease was received at the location(s) set forth in the lease and was unconditionally accepted by the Lessee on (date) _____in good working order and condition.

IMPORTANT! LESSEE MUST FILL IN DATE ABOVE!

_____
Name of Lessee

By _____ Title _____

Lessee Initials_____

LESSEE/LESSOR RESPONSIBILITIES

LESSEE RESPONSIBILITIES

The Lessee shall at Lessee's expense, maintain the equipment at all times in good, safe and efficient operation condition, and to that end shall:

1 Furnish all fuel, engine oil, hydraulic fluids, lubricants and coolants at prescribed levels. **Do not use Avgas Fuel in a Gas Powered Refueler or Jet Fuel in a Diesel Powered Refueler. Use appropriate fuel only, such as Unleaded Gas or Diesel.**

2 ***All model year 2007 or newer diesel engines must be fueled with ultra low sulfur diesel as prescribed by chassis manufacturer.***

3 ***All damage to the engine and related expenses caused by the use of Avgas, Jet fuel or non spec diesel in Refueling Equipment will be the responsibility of the Lessee.***

4 Lessee shall keep complete and accurate maintenance records and Lessor shall be entitled to inspect the Refueling Equipment and the maintenance records at any time during regular business hours.

5 Engine oil change, including change of oil filter and chassis lubrication, shall be performed every two hundred (200) hours of use or three (3) months whichever comes first. Air filter shall be changed at least once a year or sooner if condition dictates.

6 Lessee shall maintain a 50/50 mix of antifreeze and water in the Refueling Equipment cooling system.

7 Make all repairs necessitated by neglect, abuse, normal wear and tear, including **but not limited to** the following chassis and equipment maintenance and repairs:

- Furnish and install spark plugs, ignition points and condenser and adjust timing.
- Service air filter, furnishing oil or replacement element as required.
- Furnish and install engine accessory drive belts.
- Furnish and install cooling system hoses and correct leaks.
- Furnish and install light bulbs, sealed beams, fuses, lenses, reflectors and broken glass.
- Maintain and charge batteries, replenish water, clean terminals, furnish and install new batteries and cables.
- Clean engine fuel line sediment bowls, furnish and install fuel filter elements.
- Inspect recharge and certify all fire extinguishers.
- Furnish and install brake fluid and adjust brakes as needed
- Drain water sumps as required.
- Furnish and install new dispensing nozzles, ground wires, connectors and ground wire reels.
- Furnish and install replacement windshield wiper blades, arms and hoses.

Lessee Initials_____

- Pay for meter calibration, and licensing, required by city, county or state authority. Lessor assumes no responsibility for non-compliance of these licenses.

- General tightening of chassis, body and tank. Correct any leaks in the dispensing apparatus repairable by tightening and/or gasket replacement.

- Furnish and install replacement aviation product filters.

- Maintain and or replace Pump, PTO, and Product Delivery System

8 Lessee shall maintain proper torque of wheel lug nuts and tire pressure. Lessee shall repair and change tires as necessary.

- Tires shall be of matched generic type and tread design as originally supplied and have a minimum of 10/32nds remaining tread. Front tires will be original casings (recapped casings are acceptable for the rear tires)

9 All Refueling Equipment maintenance and or operational manuals as supplied with Refueling Equipment shall be returned with vehicle when equipment is returned to Lessor.

LESSOR RESPONSIBILITIES

1. **EPIC Aviation, LLC** shall provide major repairs and/or replacement for vehicle drive train (engine, transmission, differential) which, in **EPIC Aviation, LLC** sole judgment are not necessitated by Lessee's neglect, abuse, accident or failure to perform maintenance.

2. All other repairs and replacement of the equipment, which **EPIC Aviation, LLC** deems necessary or desirable, shall be made by and at the expense of the Lessee. Lessee shall give **EPIC Aviation, LLC** prompt notice, prior to work being done, or any maintenance or repair which Lessee is not obligated to make hereunder, but which Lessee deems necessary. If Lessee fails to perform any maintenance or repair which Lessee is obligated hereunder within ten (10) days after notification and request by **EPIC Aviation, LLC**, may (without prejudice to its other rights on account of such breach of the Lease) perform such maintenance or repair and shall be reimbursed by Lessee on demand for all costs incurred by **EPIC Aviation, LLC** relating to the necessary maintenance or repair including any additional operating expenses resulting there from. Without **EPIC Aviation, LLC** prior written consent, Lessee shall not make any alterations of, additions to, or removals from the equipment or **EPIC Aviation, LLC** identification and lettering thereon. **EPIC Aviation** shall have the right at any time to inspect, repair and replace equipment and, for such purpose, to enter any premises where the same is located.

Lessee Initials_____

EPIC

RELIABLE SUPPLY

EPIC operates an aviation fuel supply system that provides reliable and redundant supply of Jet-A and Avgas. EPIC's supply system consists of nearly 300 supply points in the U.S. and Canada selected to provide customers with a reliable and secure fuel supply. The system utilizes a broad network of refineries, terminals, pipelines, railcars, and trucking companies to serve over 4,000 diverse customers including FBOs, airlines, cargo operators, business aviation flight departments and resellers. This combination of inventories, terminals and transportation resources provide flexibility and redundancy to keep our customers fully supplied during supply interruptions. We have long term purchase arrangements with most suppliers in the energy markets.

EPIC applies a "vetting" process to all suppliers, terminals and trucking companies involved in supplying aviation fuels for our customers. This ensures only qualified companies whose system and processes meet or exceed all industry standards tor supplying and handling aviation fuel are used.

Continuous Supply

In the event of an emergency involving equipment failure or fuel quality concerns, our standard procedure is to deploy our nearest company representative to provide viable options. The representative is closely supported by our headquarters team of industry experts assuring timely and effective issue correction. Available options include, but are not limited to, standby refuelers, expedited repair of faulty equipment. and/or replacement of fuel. In the event the primary supply point experiences an outage a predetermined alternate supply point will be used to assure a continuous and reliable supply of fuel. We will make every effort to help your FBO maintain operational readiness at all times.

Ease of Ordering

You'll find EPIC's fuel ordering process quick and efficient via a dedicated toll-free number for ordering. The number is staffed by a knowledgeable Customer Service Representative (CSR) during normal business hours and the toll-free number is available after-hours for urgent fueling requests. You will also have the option of ordering online or via email, if that is your preference. Our CSRs will be accountable for your delivery from order through invoice to ensure the highest quality dispatch service.

EPIC

RISK MANAGEMENT

Our Risk Management Department has the experience you need to keep your operation running smoothly. Annual audits are required at our branded FBO facilities to ensure the highest of fuel quality throughout the EPIC FBO Network. Your safety and the safety of your customers are extremely important to us.

Risk Management Specialists

You'll have an EPIC Risk Management Specialist (RMS) that is dedicated to your region of the country and your FBO. Your RMS is a NATA Safety 1ST Trained Auditor and will perform quality control and safety audits of your operations and equipment. This ensures the highest level of safety and compliance with industry standards in your day to day operations. You'll also find the RMS to be a great resource in troubleshooting equipment issues, assisting in incident response or for consultation on other technical and line service topics.

Risk Management for Fuel Supply

EPIC's common carriers are contracted, trained and vetted to EPIC's standards. All carriers must use grade-dedicated trailers. In case you ever need help at time of disaster, EPIC has a natural disaster response team that monitors weather conditions which could pose a threat to our fuel supply and transportation network. The team is experienced in advance planning, pre-positioning fuel, and working with local, state, and federal agencies to facilitate timely deliveries when conditions safely allow.

Insurance

EPIC's focus and reputation for risk management is designed to protect our branded FBO network and compels us to offer additional insurance coverage to EPIC branded FBOs. We are proud to offer $50 million in excess product liability coverage at no charge for qualified branded FBOs. This is excess product coverage above your primary policy for claims arising from the sale of EPIC products. This additional protection is vital in the aviation service industry.

For FBOs who can meet more rigid guidelines, you'll have the opportunity to join the EPIC Insurance Program with Aviation General Liability coverage up to $100 million or more. Our members have realized reduced premiums and increased coverage driven by volume purchasing combined with our pro-active loss control program and strict safety standards. These insurance programs add up to financial savings and greater peace of mind for your operation's financial security.

EPIC

TRAINING OPPORTUNITIES

Safety, quality control and training excellence have always been priorities to EPIC. In our industry NATA Safety 1st is the clear leader in training programs. So EPIC has established a partnership to bring EPIC and UVair FBO Network branded FBOs the opportunity to receive NATA Safety 1st training at substantially reduced prices. Perhaps, as important as quality and price is the convenience offered through the NATA Safety 1st online training platform which allows you to have your FBO team members trained at times that are convenient and practical to your business operations.

NATA Safety 1st Training Program Benefits

- High tech, most up to date course content
- Train when and where you wish, online coursework is available at your convenience 24/7/365
- Electronic records, with progress and accuracy reports
- Increased depth of information to suit the particular interest of individual students
- Wider range of subject matter available to the student than with any other aviation industry programs
- EPIC and UVair FBO Network branded locations participate in NATA training programs at a substantially discounted price and you save in 3 ways:
    1. EPIC has negotiated discounted base prices with NATA
    2. EPIC subsidizes a substantial part of the training program cost
    3. Maximum savings for FBOs who are also NATA members

What's Offered

EPIC branded FBOs have access to the following NATA Safety 1st online training programs through our new partnership program:

- NATA Safety 1st Professional Line Service Training (PLST)
- Initial Training Program for new line service staff
- Recurrent Training Coursework for completion every 2 years
- Includes PLST and Fire Safety Certificates
- NATA Safety 1st Supervisor's Training
    - At least one Supervisor at every location on a Part 139 airport must complete this training every 2 years
- Safety and Health Training for Aviation Facilities (OSHA)
- De/Anti-icing
- Customer Service, Safety & Security (CSSS)

Hands-on Training

The other critical component of our training offer is hands-on training which is held as new FBOs join our network. The hands-on training is taught by EPIC's Risk Management specialists and provides sought after instruction for experienced, as well as entry-level, line service professionals.

We can help arrange for full FAR Part 139 fire training.

EPIC

BRAVO REWARDS

EPIC's Bravo℠ rewards/loyalty program offers the most powerful value to its members and FBOs of any existing program in our industry. EPIC FBOs receive training and support tools to maximize the program for critical up-sell and relationship building opportunities.

An extensive promotional campaign is ongoing within aviation publications and online mediums. In addition to media exposure and customized Bravo promotions for special events, FBOs will receive images they can place on their own websites to be easily identified as a participating Bravo FBO. FBOs receive point-of-purchase displays, participating location static clings for doorways and extensive promotional literature. The program allows members to receive greater value and FBOs to have fewer costs as a result of EPIC assuming the administrative and marketing expenses for critical program elements.

More Value. More Options. More Flexibility.

The EPIC program is more than just pilot rewards. Our program recognizes the influence each flight department has in directing traffic to your FBO, so every flight department has the opportunity to receive Bravo points. Of course, pilots and crews can also receive Bravo points.!

As a participating Bravo FBO your cost is only 2 cents per gallon (1 cent per point) with an option of providing additional points to maximize up-sell opportunities. FBOs also have the flexibility of setting the levels and requirements for qualified purchases. EPIC provides one additional point per gallon for all purchases made using the EPIC Card℠ as an added incentive to your customers. The EPIC Card bonus point per gallon will be fully funded by EPIC as long as the FBO has awarded at least 2 points per gallon for that transaction.

Bravo members can choose from more than 45 million merchandise, event and travel options. If they have something truly unique in mind, they can utilize the program's concierge service to find that perfect something. Plus, each year the Bravo program offers charity options, enabling members to donate points to a worthy cause.

You've never seen a rewards program like this before.

•Bravo and EPIC Card are trademarks of EPIC Aviation. LLC.

EPICCARDSERVICES.COM

EPICCardServices.com provides instant access to critical account information through a variety of online tools and resources for your FBO management efforts. The site is also a valuable resource for EPIC Cardholders for their pricing and full account maintenance.

Some of the key features of EPICCardServices.com

- Set fuel and non-fuel product pricing
- Update pricing tiers and discounts by volume
- Manage customer specific pricing
- Enter special tax pricing specific to your location for transaction interface
- Convenient supply order process
- Rank products for display on PoS
- Control the details you want printed on invoices/receipts
- FBO locator
- Library of valuable FBO Resources

Extensive reporting functionality

A comprehensive set of reports can be printed, scheduled for delivery to your email or prepared in any file format necessary for importing directly into your administrative systems software.

Reporting available:

- Invoice lookup
- Daily transmittal
- Customer group list (relates to pricing categories)
- Daily and monthly fuel sales by volume
- Cardholder invoice details by date, account or tail#
- Custom pricing
- Sales by card type
- Many more options

EPIC

EPICCARDSERVICES.COM

EPIC CARD℠

The EPIC card gives your customer the ability to purchase discounted fuel, while providing your FBO a one-on-one relationship with the customer. Over 1900 corporate flight departments, charter operators and fractional companies enjoy the benefits of being an EPIC Cardholder. These Cardholders use their card globally with over 850 receiving weekly fuel pricing updates and others choosing to rely on the convenience of account specific pricing information at EPICCardServices.com.

FBO Benefits

- Option to process at 0% or 1.75%
- Increase your bottom line by reducing processing fees with our preferred EPIC Card
- Exposure to top flight departments within Business Aviation
- Helps establish direct relationships between your FBO and EPIC Cardholders while building loyalty
- Manage discounts and pricing on EPICCardServices.com (retail minus or cost plus)
- Increase traffic to your ramp through a focused EPIC's sales team and marketing assistance

Flight Department Program Benefits

- Accepted at thousands of locations around the world
- No fuel releases required. Swipe and go!
- Assign EPIC Cards to tail numbers and/or pilots online
- Establish fuel pricing directly with the FBO
- Purchase ancillary services with no additional fees
- Additional Bravo℠ rewards with every EPIC Card fuel purchase when the FBO awards points
- Fuel pricing reports electronically and import directly into Flight Department scheduling software
- Review, approve and pay invoices online using EPIC Secure Pay

Simply stated... it's a fuel card of EPIC proportions.

*EPIC Card is a service mark of EPIC Card Services, LLC

ORIGIN ID:DALA (469) 585-3141
MIKE JACKSON
EPIC AVIATION, LLC
222 W. LAS COLINAS BLVD
STE 1425N
IRVING, TX 75039
UNITED STATES US

SHIP DATE: 07JUL17
ACTWGT: 1.00 LB
CAD: 107721396/INET3850
DIMS: 16x17x1 IN

BILL SENDER

TO PURCHASING DEPARTMENT
JEFFERSON COUNTY
1149 PEARL ST
1ST FLOOR
BEAUMONT TX 77701
(409) 835-8593 REF: JACK BROOKS 2017 BID
INV:
PO: DEPT 260

546J1/0DC2533C1

FedEx Express

J1711170240101uv

MON - 10 JUL 3:00P
STANDARD OVERNIGHT

TRK# 0201 7795 8268 6281

B5 BPTA

77701
H

MON - 10 JUL AA
STANDARD OVERNIGHT

FedEx.

TRK# 0201 7795 8268 6281

77701
TX-US
IAH

XH BPTA

RECEIVED 10:12 AM JUL 10 2017

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: 17-019/YS

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **Tuesday, July 11, 2017**

Addendum No.: 1 (one)

Issued (Date): June 30, 2017

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Corrected Estimated Quantities on Revised Bid Form (attached)

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

VALORIE JACKSON
Witness

Approved by ____ Date: 7/07/2017

Authorized Signature (Bidder)

C.E.O.
Title of Person Signing Above

LINDEN B. EDMONDSON
Typed Name of Business or Individual

9888 Bissonnet Street, Suite 675, Houston, TX 77036
Address

Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Item 1.

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~53,000~~ 50,000 gallons	AV Gas Low Lead 100		$ 2.2679	$ 113,395
	Platts Reference Price for 6-27-2017	$ 1.36230		
	Bidder's Markup	$ 0.71		
	Taxes/Fees per Gallon	$ 0.1979		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 2.2679	$ 113,395
	Texas Delivery Fee (per delivery)		$ 0.13	$ 6,500

Item 2.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~750,000~~ 550,000 galloons	Jet A		$ 1.6532	$ 909,260
	Platts Reference Price for 6-27-2017	$ 1.29730		
	Bidder's Markup	$ 0.11		
	Taxes/Fees per Gallon	$ 0.2459		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 1.6532	$ 909,260
	Texas Delivery Fee (per delivery)		$ 0.1325	$ 72,875

Name of Company: FORET GLOBAL ENERGY

Bid Form (Continued)

Credit Cards honored and service fees:

AMEX	2.5 %	Air Card	4.75 %
MultiuServe	3.00%	AvCard	3.65 %
Master Card	2.00%	Phillips	00 %
Visa	2.00%	Discover	3.00 %

Weighted Average of Fees (50% major oil)	$ 1.31446541
Increment due to the Average of Credit Card Fee	$ 0.149285
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 2.3979
Total Effective Bid per Gallon	$ 3.727294
Jet A Effective Bid per Gallon	$ 1.7832
Total Effective Bid per Gallon	$ 3.112594
Effective Bid Value, Grand Total	$ 1,898,291.40
Bid Surety	$ 6,000.00
Additional Marketing Support (co-op advertising)	$ N/A

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$ 38,400.00
Make/Model	2014 International

Name of Company: FORET GLOBAL ENERGY

Acknowledgment of Addenda (if any):

Addendum 1 MEM Date Received 07/05/2017

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

June 12, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. **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:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NO:	**IFB 17-019/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, July 11, 2017**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – June 14, 2017 & June 21, 2017

IFB 17-019/YS
Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Bids due: 11:00 AM CDT, Tuesday, July 11, 2017

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission 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 response being declared as non-responsive.

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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 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 judgment 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.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

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 – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

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. Emergency/Declared Disaster Requirements

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

9. Award

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

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

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

10. 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.

11. 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.

12. Fiscal Funding

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

13. 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.

14. 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.

15. Specifications

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

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

16. Delivery

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

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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.

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

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

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

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

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items

and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County for a period of three (3) years.

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

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

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

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

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

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

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

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

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

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

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial

practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall 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 specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

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

Workers' Compensation	Statutory Coverage (see attached)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly

with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer (email: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 17-019/YS.

Scope

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from August 1, 2017 through July 31, 2020.**

Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed (arupp@co.jefferson.tx.us) or faxed (409-722-2830) to the attention of Alex Rupp, Airport Director.

All price changes will be emailed to Alex Rupp, Airport Director at **arupp@co.jefferson.tx.us**, and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Nederland, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

Jefferson County is subject to taxes and fees as follows:

Tax or Fee	AV Gas Low Lead 100	Jet A
Federal Gas Tax	$0.19790	$.24590
Total Tax/Fee per Gallon	**$0.19790**	**$.24590**

Include state fees and federal taxes totaling $0.19790 per gallon on AV Gas Low Lead 100 and federal taxes of $0.24590 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

Approximate Annual Usage

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

Technical Specifications

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive**.

Estimated Volume

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 50,000 gallons of AV Gas Low Lead 100 and 550,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

Credit Cards/"Effective" Bids

Bids shall offer credit card processing for all major credit card for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of $0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military AIRCARDs. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

Branded or Unbranded

Bids may be for Branded or Unbranded supply contracts, however bidder must specify.

Training, Quality Control and Risk Management

Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs.

Refueler

Bid shall include provision of a 3,000 gallon Jet A refueler truck, including full maintenance coverage except for tires and batteries, no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck if unable to drive and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

- Stainless Steel Tanks
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation
- Bottom load point located on passenger side

Into-Plane Contract Fuel

Bidders may offer "Into-Plane Contract Fuel" programs. The County may accept or reject such programs independent of other items bid within this request.

Co-Mingle

Jefferson County will not accept a bid that proposes co-mingling of fuel.

Signs

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

Additional Marketing Support

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid.

County Equipment

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck and one (1) 3000 capacity Jet A truck.

Contact

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

Bidder Information Form

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

Bid Name & Number: Term Contract for Aviation Fuel for Jack Brooks Regional Airport, IFB 17-019/YS

Bidder's Company/Business Name: FORET GLOBAL OIL EQUIPMENT INC. Dba/ FORET GLOBAL ENERGY

Bidder's TAX ID Number: 43-1997887

Contact Person: Valdie Jackson **Title:** VP Marketing

Phone Number (with area code): (713)777-0419

Alternate Phone Number if available (with area code): (713) 446-2261

Fax Number (with area code): (713) 776-8451

Email Address: valdie@foretglobal.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

9888 Bissonnet Street, Suite 675
Address

Houston, TX 77036
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

FORET GLOBAL ENERGY
Company Name

9888 Bissonnet Street, Suite 675
Address

Houston | TX | 77036
City | State | Zip

Signature of Person Authorized to Sign

LINDEN B. EDMONDSON
Printed Name

C.E.O
Title

For clarification of this offer, contact:

Linden Edmondson
Name

(832) 754-7820
Phone | Fax

linden@foretglobal.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years, from August 1, 2017 through July 31, 2020.

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

This contract shall henceforth be referred to as Contract No. IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Item 1.

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
53,000 gallons	AV Gas Low Lead 100		$ 2.2679	$ 120,198.70
refer to ADDENDUM	Platts Reference Price for 6-27-2017	$ 1.36230		
	Bidder's Markup	$ 0.71		
	Taxes/Fees per Gallon	$ 0.1979		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 2.2679	$ 120,198.70
	Texas Delivery Fee (per delivery)		$ 0.13	$ 6,890.00

Item 2.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
750,000 gallons	Jet A		$ 1.6532	$ 1,239,900
refer to ADDENDUM	Platts Reference Price for 6-27-2017	$ 1.29730		
	Bidder's Markup	$ 0.11		
	Taxes/Fees per Gallon	$ 0.2459		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 1.6532	$ 1,239,900
	Texas Delivery Fee (per delivery)		$ .1325	$ 99,375

Name of Company: FORET GLOBAL ENERGY

Bid Form (Continued)

Credit Cards honored and service fees:

AMEX	2.5 %	Air Card	4.75 %
MultiServe	3.00%	AvCard	3.65%
Master Card	2.00%	Phillips	0.00 %
Visa	2.00%	Discover	3.00 %

Weighted Average of Fees (50% major oil)	$ 1.31446541
Increment due to the Average of Credit Card Fee	$ .0149285
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 2.3979
Total Effective Bid per Gallon	$ 3.727294
Jet A Effective Bid per Gallon	$ 1.7832
Total Effective Bid per Gallon	$ 3.112594
Effective Bid Value, Grand Total	$ 2,531,993
Bid Surety	$ 6,000
Additional Marketing Support (co-op advertising)	$ N/A

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$ 38,400.00
Make/Model	2014 International

Name of Company: FORET GLOBAL ENERGY

Acknowledgment of Addenda (if any):

Addendum 1 17-019/YS Date Received 07/05/2017

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: USPFO for Texas

Address: 2200 West 35th Street, Bldg 66

Contact Person and Title: Rick Gamez

Phone: (512) 782-5001 Fax:

Email Address: ricardo.gamez2.civ@mail.mil Contract Period: Continous

Scope of Work: Purchase and Sale of Fuel as required, Diesel, Gasoline, Aviation Gas

REFERENCE TWO

Government/Company Name: City of Houston Dept. Public Works & Engineering

Address: 611 Walker, 21st Floor, Houston TX 77002

Contact Person and Title: Diana Guerra

Phone: (832) 395-2859 Fax: (832) 395 2865

Email Address: diana.guerra@houstontx.gov Contract Period: Continous

Scope of Work: Purchase & Sales of Lubricants and other fuel products

REFERENCE THREE

Government/Company Name: 47th Contracting Flight

Address: 171 Alabama Bldg 7, Laughlin AFB, TX 78843-5102

Contact Person and Title: David Isbell, GS12

Phone: (803) 298 5116 Fax: (803) 298 4178

Email Address: david.isbell.4@us.af.mil Contract Period: 9-15 to 12-15

Scope of Work: Into Tank delivery of LPG at Laughlin AFB

Bidder Shall Return Completed Form with Offer.

Signature Page

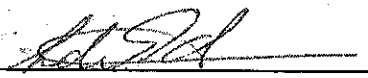
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

FORET GLOBAL ENERGY	
Bidder (Entity Name)	Signature
9888 Bissonnet Street, Suit 675,	LINDEN B. EDMONDSON
Street & Mailing Address	Print Name
Houston, TX 77036	07/08/2017
City, State & Zip	Date Signed
(713) 777-0419	(713) 776-8451
Telephone Number	Fax Number
linden@foretglobal.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

FORET GLOBAL OIL EQUIPMENT INC Dba/ Foret Global Energy

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

This Vendor has no connection with any local Government officer

4

Signature of vendor doing business with the governmental entity

07/10/2017
Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 9/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

LINDEN B EDMONDSON
Printed Name of Authorized Representative

Signature

C.E.O
Title

07/10/2017
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: FORET GLOBAL OIL EQUIPMENT D/ba Foret Global Energy HUB: p Yes p No

Address: 9888 Bissonnet Street, Suite 675 (Street) Houston (City) Texas (State) 77036 (Zip)

Phone (with area code): (713) 77-0419 Fax (with area code): (713) 776-8451

Project Title & No.: Aviation Fuel For Jack Brooks Regional Airport, Bid No. IFB 17-019/YS

Prime Contract Amount: $ 2,531,993

HUB Subcontractor Name: Foret Global Energy

HUB Status (Gender & Ethnicity): Male, African American

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

Address: 9888 Bissonnet Street, Suite 675 (Street) Houston (City) Texas (State) 77036 (Zip)

Phone (with area code): (713) 777-0419 Fax (with area code): (713) 776-8451

Proposed Subcontract Amount: $ N/A Percentage of Prime Contract: ____ %

Description of Subcontract Work to be Performed: Prime Contractor is HUB Certified

LINDEN B. EDMONDSON		07/10/2017
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

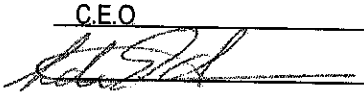
Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

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

Name (print or type): LINDEN B. EDMONDSON

Title: C.E.O

Signature: 

Date: 07/10/2017

E-mail address: LINDEN@FORETGLOBAL.COM

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

Name (print or type): Luis Loyo

Title: CFO

Date: 07/10/2017

E-mail address: luis@foretglobal.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☒ I certify that FORET GLOBAL ENERGY [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	43-1997887
Company Name submitting bid/proposal:	FORET GLOBAL ENERGY
Mailing address:	9888 Bissonnet Street, Suite 675, Houston TX 77036
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location** N/A none owned

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF HARRIS

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

on this day personally appeared LINDEN B EDMONDSON (name), who

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

"I, LINDEN B. EDMONDSON (name) am a duly authorized officer of/agent

for Foret Global Oil Equipment Inc. Dba/ Foret Global Energy (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Foret Global Oil Equipment Inc. Dba/Foret Global Energy (name of firm).

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

Name and address of bidder: Foret Global Oil Equipment Inc. Dba/Foret Global Energy

9888 Bissonnet Street, Suite 675, Houston TX 77036

Fax: (713) 776-8451 Telephone# (713) 777-0419

by: Linden B. Edmondson (print name) Title: C.E.O

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Linden Edmondson on

this the 10th day of July, 2017.

CHARLES ANUMNU
My Commission Expires
January 29, 2018

Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

SEALED BID

IFB 17-019/YS

Term Contract for Aviation Fuel for Jack Brooks Regional Airport

11:00am CDT, Tuesday
July 11, 2017

Foret Global Energy
9888 Bissonnet Street
Suite 675
Houston, Tx 77036

RECEIVED 09:28 AM JUL 11 2017

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

June 12, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. **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:	**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**
BID NO:	**IFB 17-019/YS**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, July 11, 2017**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – June 14, 2017 & June 21, 2017

IFB 17-019/YS
Term Contract for Aviation Fuel for Jack Brooks Regional Airport
Bids due: 11:00 AM CDT, Tuesday, July 11, 2017

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission 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 response being declared as non-responsive.

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

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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 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 judgment 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.

The County requests that bid submissions NOT be bound by staples or glued spines.

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

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

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

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 – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

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. Emergency/Declared Disaster Requirements

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

9. Award

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

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

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

10. 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.

11. 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.

12. Fiscal Funding

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

13. 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.

14. 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.

15. Specifications

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

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

16. Delivery

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

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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.

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

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

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

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

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

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items

and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County for a period of three (3) years.

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

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

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

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

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

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

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

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

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

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

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial

practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Bidder Information Form

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

Bid Name & Number: Term Contract for Aviation Fuel for Jack Brooks Regional Airport, IFB 17-019/YS

Bidder's Company/Business Name: Phillips 66 Company

Bidder's TAX ID Number: 37-1652702

Contact Person: Steven Bajema **Title:** National Account Manager

Phone Number (with area code): 405-310-2247

Alternate Phone Number if available (with area code): cell - 314-269-7741

Fax Number (with area code): 405-310-2247

Email Address: steven.w.bajema@p66.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

4517 Greystone Lane
Address
Norman, OK 73072
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 17-019/YS ____, _____, _____.

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

Phillips 66 Company
Company Name

2331 CityWest Blvd
Address

Houston, TX 74042
City State Zip

Signature of Person Authorized to Sign

Steven Bajema
Printed Name

National Account Manager
Title

For clarification of this offer, contact:

Steven Bajema
Name

405-310-2247
Phone Fax

steven.w.bajema@p66.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years, from August 1, 2017 through July 31, 2020.

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

This contract shall henceforth be referred to as Contract No. IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: 17-019/YS

IFB Title: Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due: **Tuesday, July 11, 2017**

Addendum No.: 1 (one)

Issued (Date): June 30, 2017

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Corrected Estimated Quantities on Revised Bid Form (attached)

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Micah Frasier
Witness

Witness

Approved by ____ Date: _____

Steven Bajema
Authorized Signature (Bidder)

National Account Manager
Title of Person Signing Above

Steven Bajema
Typed Name of Business or Individual

4517 Greystone Lane, Norman, OK
Address

MICAH FRASIER
Notary Public, State of Oklahoma
Commission # 13006952
My Commission Expires July 31, 2017

Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Item 1.

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~53,000~~ 50,000 gallons	AV Gas Low Lead 100		$ 2.2816	$ 114,080
	Platts Reference Price for 6-27-2017	$ 1.5066		
	Bidder's Markup	$ .775		
	Taxes/Fees per Gallon	$ .1977		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 2.4795	$ 123,975
	Texas Delivery Fee (per delivery)		$ .0289	$ 1,445

Item 2.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
~~750,000~~ 550,000 galloons	Jet A		$ 1.3091	$ 720,005
	Platts Reference Price for 6-27-2017	$ 1.2591		
	Bidder's Markup	$ .05		
	Taxes/Fees per Gallon	$ .2459		
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)		$ 1.555	$ 855,250
	Texas Delivery Fee (per delivery)		$ .0314	$ 17,270

Name of Company: Phillips 66 Company

Bid Form (Continued)

Credit Cards honored and service fees:

Phillips Avcard / Personal	0 %	Mastercard/Visa	2.05%
AVCARD	1.95%	MultiService	3.15%
Debit	.80%	American Express	3.15%
Discover	2.40%	Voyager/Wright Exprress	2.75%

Weighted Average of Fees (50% major oil)	$ no cost - p66
Increment due to the Average of Credit Card Fee	$ .0250
AV Gas Low Lead 100 Effective Bid Price per Gallon	$ 2.4795
Total Effective Bid per Gallon	$ 2.5045
Jet A Effective Bid per Gallon	$ 1.555
Total Effective Bid per Gallon	$ .0250
Effective Bid Value, Grand Total	$ 4.0845 - jet/avgas
Bid Surety	$
Additional Marketing Support (co-op advertising)	$ .005 cpg

Refueler Truck

3,000 Gallon Jet A Refueler Truck – Annual Cost:	$ 30,120
Make/Model	2011 Model 3000g jet unit with diesel engine

Name of Company: Phillips 66 Company

Acknowledgment of Addenda (if any):

Addendum 1 17-019/YS Date Received 6/30/17

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Business Jet Center

Address: 8611 Lemmon Avenue - Dallas, TX 75209

Contact Person and Title: Mike Wright

Phone: 214-654-1500 Fax:

Email Address: mike.wright@businessjetcenter.com Contract Period:

Scope of Work: Phillips 66 Direct Dealer

REFERENCE TWO

Government/Company Name: Texas Jet Aviation

Address: 200 Texas Way - Ft Worth, TX 76106

Contact Person and Title: Reed Pigman - Owener

Phone: 817-624-8438 Fax:

Email Address: rpigman@texasjet.com Contract Period:

Scope of Work: Phillips 66 Direct Dealer

REFERENCE THREE

Government/Company Name: Perry Brothers Aviation

Address: PO Box 469, Americus, GA 31709

Contact Person and Title: Dave Perry - Owner

Phone: 229-924-0306 Fax:

Email Address: dave@pbaviationfuels.com Contract Period:

Scope of Work: Phillips 66 Marketer

Bidder Shall Return Completed Form with Offer.

Signature Page

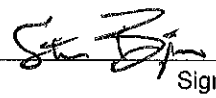
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

Phillips 66 Company Bidder (Entity Name)	 Signature
2331 CityWest Blvd. Street & Mailing Address	Steven Bajema Print Name
Houston, TX 74042 City, State & Zip	6-5-17 Date Signed
832-765-4636 Telephone Number	405-310-2247 Fax Number
www.phillips66.com E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

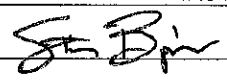
Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Steven Bajema

Title: National Account Manager

Signature: 

Date: July 6, 2017

E-mail address: steven.w.bajema@p66.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Jan Lockhart

Title: Treasury / Credit Analylist

Date: July 6, 2017

E-mail address: Jan.E.Lockhart@p66.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Phillips 66 Company [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	37-1652702
Company Name submitting bid/proposal:	Phillips 66 Company
Mailing address:	2331 CityWest Blvd. - Houston, TX 74042
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Oklahoma COUNTY OF Washington

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Oklahoma

on this day personally appeared Steven Bajema (name), who

after being by me duly sworn, did depose and say:

"I, Steven Bajema (name) am a duly authorized officer of/agent

for Phillips 66 Company (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Phillips 66 Company (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Steven Bajema - 4517 Greystone Lane, Norman, OK 73072

Fax: 405-310-2247 Telephone# 405-310-2247

by: Steven Bajema (print name) Title: National Account Manager

Signature: Steven Bajema

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 6 day of July, 2017.

MICAH FRASIER
Notary Public, State of Oklahoma
Commission # 13006952
My Commission Expires July 31, 2017

Micah Frasier
Notary Public in and for
the State of Oklahoma

Bidder Shall Return Completed Form with Offer.

Phillips 66 Company
Attn: Steve Bajema
4517 Greystone Ln.
Norman, OK 73072

Jefferson County Purchasing Department
Attn: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

RECEIVED 10:12 AM JUL 10 2017

SEALED BID

Bid No: IFB 17-019/YS
Bid Name: Term Contract for Aviation Fuel
for Jack Brooks Regional Airport
Bid Due Date: 11:00 am CDT, Tuesday, July 11, 2017

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

CONTRACT EXTENSION REQUEST

June 27, 2017

Pattillo, Brown, & Hill, LLP
401 West Highway 6
Waco TX 76710
Attention: Mr. Chris Pruitt, CPA

Re: (RFP 14-019/JW), Auditing Services for Jefferson County

Dear Mr. Pruitt:

Please be advised the above-referenced contract for Jefferson County will expire on **August 8, 2017**. It is requested that your company extend your current contract for an additional one (1) year, expiring August 7, 2018, until a new award may be finalized by Jefferson County Commissioners' Court.

Please sign the acknowledgment below to indicate your agreement and return to our office by Monday, July 3, 2017. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: ys

Price Extension Received and Accepted: 7/6/17 (Date)

Project Number: RFP 14-019/JW

Contractor: Pattillo, Brown & Hill, L.L.P.

Signature: Chris Pruitt

Print Name and Title: Chris Pruitt; Audit Partner

ATTEST:

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

Credit Card Sales		Foret Global Energy		Foret Global Energy CORRECTED ??		Av Fuel Corp		Eastern Aviation Fuels		EPIC 30 Day Pmt Term		Phillips 66	
July 1, 2016 thru June 30, 2017		CC Fee Rate	Rate	CC Fee Rate	Rate	CC Fee Rate	Rate	CC Fee Rate	Rate	CC Fee Rate	Rate	CC Fee Rate	Rate
AMEX	45.00%	2.50%	19,261.72	2.50%	19,261.72	2.70%	20,802.66	2.50%	19,261.72	3.35%	25,810.71	3.15%	24,269.77
MultiServe	2.33%	3.00%	1,196.80	3.00%	1,196.80	2.90%	1,156.90	2.60%	1,037.22	3.25%	1,296.53	3.15%	1,256.63
MasterCard	8.71%	2.00%	2,982.57	2.00%	2,982.57	2.14%	3,191.35	1.90%	2,833.44	2.10%	3,131.70	2.05%	3,057.14
Visa	9.11%	2.00%	3,119.54	2.00%	3,119.54	2.14%	3,337.91	1.90%	2,963.57	2.10%	3,275.52	2.05%	3,197.53
AIR Card	9.77%	4.75%	7,945.68	4.75%	7,945.68	3.00%	5,018.32	0.00%	-	4.50%	7,527.48	0.00%	-
AvCard	6.60%	3.65%	4,124.58	3.65%	4,124.58	2.25%	2,542.55	3.00%	3,390.06	3.25%	3,672.57	1.95%	2,203.54
Brand Card	18.22%	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Discover	0.26%	3.00%	133.55	3.00%	133.55	2.50%	111.29	2.25%	100.16	2.95%	131.32	2.40%	106.84
	100.00%		**38,764.43**		**38,764.43**		**36,160.99**		**29,586.18**		**44,845.83**		**34,091.45**
50,000	**AvGas Low Lead**												
	Unit Price - Platts Reference	1.3623		1.5066		1.5066		1.5066		1.5066		1.5066	
	Bidder's Mark-Up	0.7100	$ 35,500.00	0.7100	$ 35,500	0.8044	$ 40,222	0.7050	$ 35,250	0.8248	$ 41,240	0.7750	$ 38,750
	Taxes/Fees Per Gallon	0.1979		0.1979		0.1979		0.1979		0.1961		0.1979	
	Total Unit Price Per Gallon	***2.2702***	***$ 113,510***	***2.4145***	***$ 120,725***	***2.50893***	***$ 125,447***	***2.40954***	***$ 120,477***	***2.52758***	***$ 126,379***	***2.47950***	***$ 123,975***
	Delivery Fee (per load / per Gl)	$ 0.13	$ 6,500.00	$ 0.13	$ 6,500.00	6.95000	$ 43.43	0.09760	$ 4,880.00	$ 6.95	$ 41.70	0.02890	$ 1,445.00
	Total Value @ 50,000gls / 6 Loads	**$ 2.40020**	**120,010.00**	**$ 2.54450**	**127,225.00**	**$ 2.50980**	**125,489.93**	**$ 2.50714**	**125,357.00**	**$ 2.52842**	**126,420.85**	**$ 2.50840**	**125,420.00**
550,000	**Jet A**												
	Unit Price - Platts Reference	1.29730		1.25910		1.25910		1.25910		1.25910		1.25910	
	Bidder's Mark-Up	0.11000	$ 60,500	0.11000	$ 60,500	0.12267	$ 67,469	0.08000	$ 44,000	0.12110	$ 66,605	0.05000	$ 27,500
	Taxes/Fees Per Gallon	0.24590		0.24590		0.24614		0.24590		0.24614		0.24590	
	Total Unit Price Per Gallon	***1.65320***	***$ 909,260***	***1.61500***	***$ 888,250***	***1.62791***	***$ 895,351***	***1.58500***	***$ 871,750***	***1.62634***	***$ 894,489***	***1.55500***	***$ 855,250***
	Delivery Fee (per load)	0.13250	$ 72,875	0.13250	$ 72,875	0.00000	$ -	0.08400	$ 46,200	0.00000	$ -	0.03140	$ 17,270
	Total Value @ 750,000gls / 55 Loads	**$ 1.78570**	**982,135.00**	**$ 1.74750**	**961,125.00**	**$ 1.62791**	**895,350.50**	**$ 1.66900**	**917,950.00**	**$ 1.62634**	**894,488.65**	**$ 1.58640**	**872,520.00**
	FUEL SUBTOTAL		**1,102,145**		**1,088,350**		**1,020,840**		**1,043,307**		**1,020,910**		**997,940**
	FUEL + Credit Card Fees		**1,140,909**		**1,127,114**		**1,057,001**		**1,072,893**		**1,065,755**		**1,032,031**
600,000	Marketing Support Per Gallon	-		-				0.005		0.005		0.005	
	Marketing Support Other					3,000.00							
	Total Marketing Support:		**-**		**-**		**3,000.00**		**3,000.00**		**3,000.00**		**3,000.00**
	3,000 Gallon Jet A Refueler Truck	**2014**	**38,400.00**	**2014**	**38,400.00**	**2012+**	**16,800.00**	**2017**	**17,940.00**	**2017**	**26,808.00**	**2011**	**30,120.00**
	MISC NOTES:												
	TOTAL FUEL/ADVERTISING/TRUCK		**1,179,309**		**1,165,514**		**1,073,801**		**1,090,833**		**1,092,563**		**1,062,151**

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1 , _____ , _____ , _____ , _____ .

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

EASTERN AVIATION FUELS
Company Name

601 N MCCARTHY BLVD.
Address

NEW BERN, NC 28561
City State Zip

Byron Gray
Signature of Person Authorized to Sign

BYRON GRAY
Printed Name

SALES REP.
Title

For clarification of this offer, contact:

BYRON GRAY
Name

972.358.6809
Phone Fax

BYRON@EASTERNAVIATIONFUELS.COM
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years, from August 1, 2017 through July 31, 2020.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

July 24, 2017
Date

Attest:

Carolyn L. Guidry
County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Bidder Shall Return Completed Form with Offer.

WEST ORDER FORM
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS

REQUIRED

Check West account status below as applicable: Rep Name & Number Jennifer Koithan - 0080838

New ____ (NACI Form attached) **Existing with Increase Credit Limit** _____ (NACI Form attached)

Existing with no changes X **Existing with changes** ____ (Permanent name change must attach a Customer Name Change Form)

Acct # 1000104759 Quote # _____ PO # _____ Date July 5, 2017

Name/Subscriber Jefferson County 252nd District Court Bill To Acct # _____

Order Confirmation Contact Name Ed Tanner

E-Mail etanner@co.jefferson.tx.us

Password Contact Name (for password delivery) Ed Tanner

E-Mail etanner@co.jefferson.tx.us

Time and Billing Contact Name N/A

E-Mail N/A

Federal Government Account Type Non-FEDLINK ____ FEDLINK ____ GSA ____

MSA Jurisdiction Texas Contract # DIR-LGL-CALIR-02 Option # 1A

IF NEEDED

Permanent Address Change _____ **One-Time Ship To** _____ **Additional Ship To** _____ **Additional Bill To** _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
	TX MSA Option 1A	2		47.00		94.00

Notes: SAID CODE - TXMS

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges $ 94.00

Online/Practice Solutions/Software Products Subscriptions

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below for a longer Minimum Term.

N/A **24 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months.

N/A **36 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

West LegalEdcenter Products Subscriptions

Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

N/A **24 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to the then current retail rate. Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

_____ **West LegalEdcenter annual billing (please check if requested)**

CD-ROM Products

Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, you will be charged at our then current rate. Westlaw Charges will be invoiced and due monthly as incurred. For your reference, the current Westlaw charges schedules are located at http://legalsolutions.com/schedule-a-westlaw. Westlaw charges may change after at least 30 days written or online notice. Modification of Westlaw charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

N/A **Initials for Post Minimum Term Subscription Services.** I understand that West will continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

N/A **CD-ROM annual billing (please check if requested)**

Banded Products Subscriptions

You certify that you have a total of N/A attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only		BND

Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): n/a

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

_____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

_____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. If you are ordering the per terminal option, we reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only
OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Online/Practice Solutions/Software Renewals

Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*
	n/a	

Notes: n/a

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below to select the Renewal Term.

N/A

____ **12 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Passwords and QuickView+

Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
Tanner	Ed			X				
West	Raquel	X						

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. https://www.quickview.com.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ **First Name** _____ **E-mail** _____

Print/CD-ROM Products

Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Charges	Print Subscription Service (y/n)
	n/a					

Notes:

Total Charges $ _____

N/A **Initial for Subscription Services**. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Online/CD-ROM Products to be Lapsed

Full Svc #	Online/CD-ROM Products	# of Passwords
	CGWN SO MSA PER PASSWORD	

Notes:

Westlaw Roaming Access

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

N/A **Initial to block roaming access**

Miscellaneous

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf and http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Peer Monitor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. **General Terms and Conditions,** apply to all products ordered, except print and is located at http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf. The General Terms and Conditions for Federal Subscribers is located at http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- ContractExpress
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- West LegalEdcenter
- West km software
- Westlaw Public Records

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Jeff R. Branick

Title Jefferson County Judge

Date July 17 2017

Signature X

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST Carolyn Guthrie

DATE 7/17/17

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____

Card # _____ **Expir. Date** _____ **Total Amt. to Charge for this Order** _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)
By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.

Date: _____ Time: _____

Name of Customer Placing Order: _____

Signature of Rep: _____

Change Order

No. 4

Date of Issuance: 7-17-17 Effective Date: 7-17-17

Project: Major Drive Extension From SH 124 to LaBelle Rd	Owner: Jefferson County	Owner's Contract No.: IFB 16-008/JW
Contract:		Date of Contract: 6-20-16
Contractor: ALLCO		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: To revise the scope of work for an overall increase in the Contract Price of $16,270.00 with no change in Contract Time. The bid item for Grd 4 Aggregate will be increased by 115 CY at a cost of $21,850.00. The bid item for Remove/Relay Pipe (36") will be deleted for a savings of $2,080.00. The bid item Installing Sediment Control Fence will be reduced by 700 LF for a savings of $2,100.00. The bid item for Removing Sediment Control Fence will be reduced by 700 LF for a savings of $1,400.00.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$1,777,773.00

Increase from previously approved Change Order No. 3:

$0.00

Contract Price prior to this Change Order:

$1,760,865.05

Increase of this Change Order:

$16,270.00

Contract Price incorporating this Change Order:

$1,777,135.05

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

APPROVED:

~~RECOMMENDED:~~

By: _____

~~Engineer~~ (Authorized Signature)

Jeff R. Branick, County Judge

Date: July 17, 2017

ACCEPTED:

By: _____

~~Owner (Authorized~~ Signature) Engineering

Date: 7/12/17

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 7/12/17

Approved by Funding Agency (if applicable): _____ Date: _____

May 10, 2017

Kenneth Harrell
Facility Manager
JEFFERSON CNTY CORRECTIONL FACILITY
5030 HIGHWAY 69 S
BEAUMONT, TX 77705-1258

Re: Replace 2 Water Cooled Chillers

Carrier Commercial Service is more than just a service company. We offer the most comprehensive commercial HVAC service programs in the industry and help customers achieve bottom-line savings by ensuring their systems are operating at peak performance and that they are taking advantage of today's latest energy-saving technologies.

Carrier Commercial Service has the only factory trained service force available to perform preventative maintenance, repair service and warranty for Carrier equipment. All service technicians are certified to work on Carrier equipment and trained in accordance with the most stringent safety standards.

Our highly qualified team of engineers and service technicians understands the issues customers face. In a collaborative development process, our experts work with customers to identify and implement strategic solutions targeted to financial and operational objectives. Benefits include reduced operating cost, maximum equipment uptime, better asset utilization, increased productivity and peace of mind.

Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Landon Colby Doucet
Service Sales Rep
Carrier Corporation

Address 820 Freeway Blvd
Rose City TX 77662
Phone 409-550-0539
Fax 860-557-8645
E-mail landon.doucet@carrier.utc.com

Contact Name Kenneth Harrell
Account JEFFERSON CNTY CORRECTIONL FACILITY
Phone 4097262556
Site Address 5030 HIGHWAY 69 S
BEAUMONT, TX, 77705-1258

Estimate Date 05/10/2017
Quote Number 00352761

Job Description Replace 2 Water Cooled Chillers

Scope of Work

- Disconnect Chill Water Piping
- Connect Rental Chiller Piping
- Owner to Connect Electrical Pigtails for the Rental Chiller (Pigtails Provided By Carrier)
- Connect Electrical From Pigtails to Rental Chiller
- Disconnect Electrical From Both Trane Chillers
- Disconnect Chill Water and Condensing Water Piping From both Trane Chillers
- Remove Both Trane Chillers
- Install 2 New Carrier Chillers
- Make Necessary Chill Water Piping and Condensing Water Piping Modifications to Both New Chillers
- Add (1) 400A feed to one Chiller
- Reconnect Electrical to both Chillers
- Startup and Verify Proper Operation

Equipment Details:

Model: 30HXC271P--6-1KA Water Cooled Screw Chiller, 265 Ton, 460-3-60

- Twin screw compressors
- Compact size (less than 36 in. wide) for ease of replacement & min floor space requirement
- Dual independent refrigerant circuits offers compressor redundancy and high part load efficiency
- Chlorine free 134a refrigerant, not subject to phaseout per Montreal protocol
- Min Load Control (to 10% capacity)
- Suction Service Valves
- Plus One Pass Cooler and HFC-134a Refrigerant
- Across Line Starter
- Factory Startup & 1st Year Parts & Labor Warranty

Field Installed Accessories

- Control Transformer
- Insulation Kit (Heads & Economizers)
- Vibration Isolation Pads

Model: 30HXC186P--6-1KA Water Cooled Screw Chiller, 175 Ton, 460-3-60

- Twin screw compressors
- Compact size (less than 36 in. wide) for ease of replacement & min floor space requirement
- Dual independent refrigerant circuits offers compressor redundancy and high part load efficiency
- Chlorine free 134a refrigerant, not subject to phaseout per Montreal protocol
- Min Load Control (to 10% capacity)
- Suction Service Valves
- Plus One Pass Cooler and HFC-134a Refrigerant
- Across Line Starter
- Factory Startup & 1st Year Parts & Labor Warranty

Field Installed Accessories

- Control Transformer
- Insulation Kit (Heads & Economizers)
- Vibration Isolation Pads

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Clarifications:

Add:

2-5 Year Warranty Complete Unit Parts and Labor Warranty
30HXC271……$12,834.00
30HXC186……..$7,251.00

2-10 Year Warranty Complete Unit Parts and Labor Warranty
30HXC271……$44,620.00
30HXC186……$25,645.00

As per buy board #'s - 458-14 & 461-14

Excludes:

Controls

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: $239,534.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Landon Colby Doucet

Carrier Commercial Service

Title

Customer Acceptance (signature) Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES- Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. EXTRAS- Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. RETURNS- No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT- All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT- Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS– Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY- Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS– All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. ADDITIONAL SERVICE- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.

- Promptly address any issues that arise related to mold, fungi, mildew or bacterial
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS– Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. WAIVER OF DAMAGES- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

15. LIMITATION OF LIABILITY- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.

16. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

17. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

18. CARRIER TERMINATION – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

19. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

20. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

21. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

22. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

23. SUPERSEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

24. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

25. FOR WORK BEING PERFORMEND IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct #4

Date: July 7, 2017

RE: Transfer Funds

Please transfer **$5,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431-30-83 (Tires and Tubes) for additional cost of tires; and

Please transfer **$1,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0406-431.30-15 (Cement, Concrete, Etc.) for additional cost of road material; and

Please transfer **$500** from account # 114-0401-431.10-28 (Laborers) into account # 114-0402-431.10-98 (Overtime) for additional cost of overtime; and

Please transfer **$3,700** from account # 114-0402-431.30-79 (Crushed Stone) into account # 116-0609-452.40-09 (Buildings and Grounds) for additional cost of maintenance.

Court

Thank you.

EA/nr

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: JULY 12, 2017

The following budget amendment for the 252nd District Court Services is necessary for additional cost for indigent defense and to provide transcript testimony for appeals.

120-2037-412-5072	Pauper Attorney Fees $50,000	
120-2037-412-5073	Transcript Testimony $50,000	
110-2027-412-5055	Petit Jurors	$100,000

APPRISS® SAFETY

R-14 Service Agreement Renewal Notice

DATE:	July 7th, 2017
CUSTOMER NAME:	Jefferson County
LOCATION:	1149 Pearl Street Beaumont TX 77701
PROJECT TYPE:	TX Statewide VINE Service
ORIGINAL SERVICE AGREEMENT DATE:	12/23/2003
SERVICE AGREEMENT RENEWAL DATE:	09/01/2017
SERVICE AGREEMENT RENEWAL TERM:	12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE:	08/31/2018
PROJECT PRICING:	$28,546.78 (Quarterly Amount $7,136.69)

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal. The data transmitted will be used for victim notification, and may be used in applications for law enforcement, government, security, risk management, and fraud detection purposes.

Contract Changes: This Service Renewal Notice includes a 3% increase in the annual maintenance for FY2018. The reimbursement process has not changed and the Office of Attorney General will continue to reimburse Appriss Safety on your behalf upon the completion of all appropriate documentation.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-14 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

Signature	Date	Signature	Date
Joshua P. Bruner			
President		Title	Name

CUSTOMER BY:

July 7th 2017

APPRISS® SAFETY

Exhibit R-14 Maintenance Renewal
Automated Victim Notification Services
Jefferson County

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-14 Schedule of Payments shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in Section 4 of the Grant Contract.**

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2018.

Jail Maintenance Amount	District Court Maintenance Amount	County Court Maintenance Amount	Quarterly Maintenance Amount	No. of Months	Total Maintenance Amount Due
$24,478.11	$4,068.66	$0.00	$7,136.69	12	$28,546.78

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees" [1] include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

Patrick Swain

From: Cooper, Brittany <bcooper@appriss.com>
Sent: Tuesday, July 11, 2017 3:09 PM
To: reynolds@co.jefferson.tx.us; george@co.jefferson.tx.us; jbranick@co.jefferson.tx.us; fjackson@co.jefferson.tx.us; pswain@co.jefferson.tx.us; jbranick@co.jefferson.tx.us
Subject: R14 TX VINE Renewal
Attachments: TX VINE Renewal R14 - Jefferson County 1499706119372.pdf

Hello,

I'm contacting you today in regards to the FY2018 Texas VINE Renewal. This email will walk you through the 2018 renewal process for the VINE (Victim Information & Notification Everyday) Program. Your current service period will end as of August 31, 2017.

Soon you should be receiving your Maintenance Contract from the OAG to cover these costs going forward for renewal through August 31, 2018. If you have any questions regarding the OAG's contracts, please contact Chris Gersbach at 512/936-1653 or email him at Chris.Gersbach@texasattorneygeneral.gov.

If possible we would like to have all Service Agreement Renewals and Grant Contracts back to our office no later than August 31, 2017 so we have plenty of time to process. If you are unable to make the deadline please send a quick email to let Chris and I know when to expect your documents.

In addition, we have attached a few items that will require action on your part to complete the process. A description of each and any action required follows:

- **Exhibit R-14 Maintenance Renewal.** This item shows the Total Renewal Amount that the OAG agrees to cover. The OAG has received a copy of this document and has confirmed the dollar amounts and expiration date.
- **Exhibit R-14 Service Agreement Renewal.** This agreement is between Appriss and your County. The cost of the renewal should agree with Exhibit R-13. 1) Please print and sign the attached document and return one scanned copy to Appriss to my attention at bcooper@appriss.com or you can mail a copy to 10401 Linn Station Road, Ste. 200, Louisville, KY 40223; 2) one copy to Chris Gersbach at the Texas Attorney General's Office – MC-004 at P.O. Box 12548, Austin, TX 78711-2548 or email a scanned copy to Chris.Gersbach@texasattorneygeneral.gov and; 3) retain one copy for your records.

Note: The Office of the Attorney General will continue using the same reimbursement process in FY 2017 for FY 2018. All invoices should go out in the month of September but I am unable to give a specific date at this time.

If you have any questions or need additional information, please contact me at 800/816-0491 ext. 3810.

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending June 30, 2017

Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

July 11, 2017

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of June 30, 2017 together with the results of operations of the budget for the ninth period then ended.

Revenue:

Total budgeted revenue collected for the month ending June 30, 2017 is $104,684,235. Budgeted Revenues are $116,921,656 leaving $12,237,421 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are $77,926,370 for the first nine months of the year. This amount represents 99% of the budgeted amount of $79,071,350.

Sales Taxes:

Sixty-three percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $23,950,000.

Licenses & Permits:

Seventy-one percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be $420,620 for the year.

Intergovernmental:

Seventy-six percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be $1,360,786.

Fees:

Eighty-nine percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be $10,267,800 for the year.

Fines and Forfeitures:

Sixty-seven percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,600,000.

Interest:

Sixty-six percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be $227,100.

Other Revenues:

Ninety-six percent has been collected in Other Revenues. Revenues from Other Revenues are budgeted to be $24,000 for the year.

Expenditures:

Overall for the County's budgeted funds, sixty-eight percent of the expenditures have been spent.

Expenditures are budgeted to be $125,086,716, which includes General Funds and debt service funds, excluding budgeted transfers of $4,406,694 for the fiscal year ending September 30, 2017.

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JUNE 30, 2017
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Jefferson County, Texas
Consolidated Balance Sheet
For the Month Ending June 30, 2017

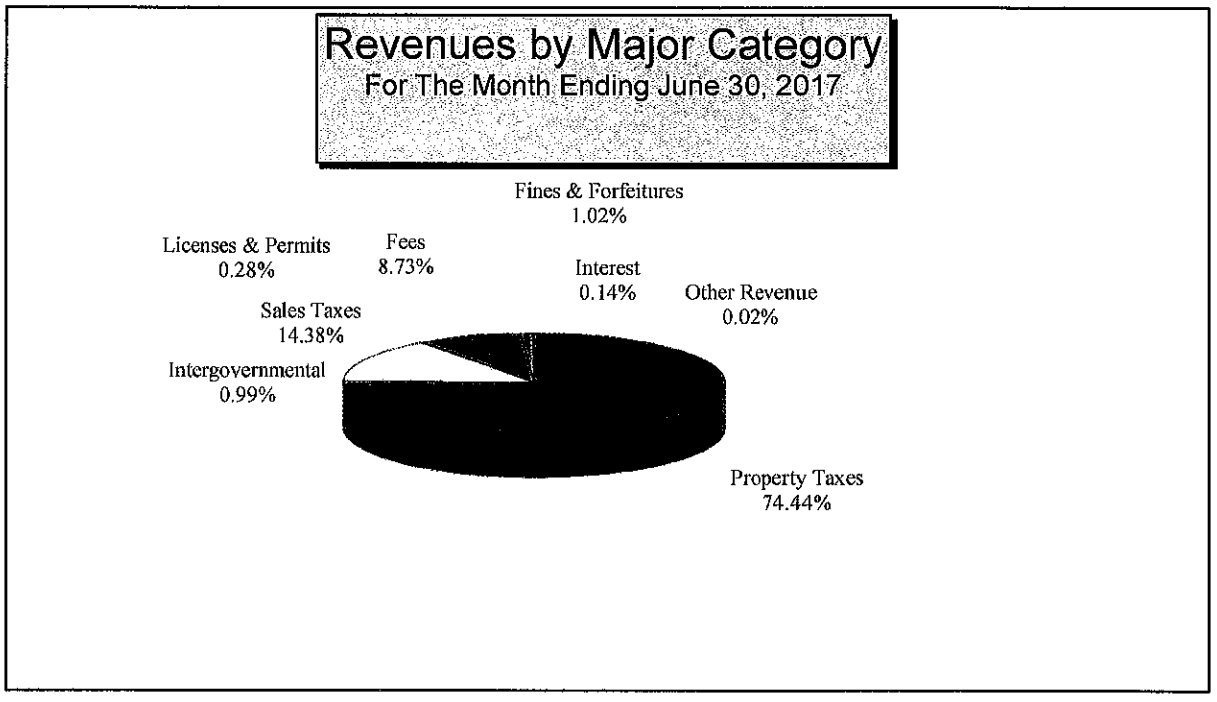
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 64,155,141	20,269,606	4,152,169	5,990,187	(703,640)	(5,083,761)	$ 88,779,702
Receivables & Prepaids	6,522,218	93,165	-	143,816	41,709	-	6,800,908
Intergovernmental Receivables	3,123,347	22,868	-	-	-	-	3,146,215
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	532,589	32,235	-	-	112,616	-	677,440
Other Assets	-	-	-	-	82,987,576	-	82,987,576
Total Assets	$ 74,483,295	$ 20,417,874	$ 4,152,169	$ 6,134,003	$ 82,438,261	$ (5,083,761)	$ 182,541,841
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 4,072,024	624,487	-	-	1,410,315	1,660,846	$ 7,767,672
Intergovernmental Payables	360	5,369	-	-	36	-	5,765
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	8,641,434	746,722	-	131,574	267,314	-	9,787,044
Fund Balance/Equity	61,769,477	19,041,296	4,152,169	6,002,429	80,760,596	(6,744,607)	164,981,360
Total Liabilities and Fund Balance/Equity	$ 74,483,295	$ 20,417,874	$ 4,152,169	$ 6,134,003	$ 82,438,261	$ (5,083,761)	$ 182,541,841

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending June 30, 2017

	5/31/2017	For the Month Ending June 30, 2017				6/30/2017
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 472,678	$ 59,346	$ 53,688	$ -	$ -	$ 478,336
Road & Bridge Pct. 1	2,581,818	588,214	134,420	-	-	3,035,612
Road & Bridge Pct. 2	770,663	536,880	158,416	-	-	1,149,127
Road & Bridge Pct. 3	622,014	491,093	133,384	-	-	979,723
Road & Bridge Pct. 4	1,525,905	630,083	161,673	-	-	1,994,315
Engineering Fund	390,722	6,272	94,979	-	-	302,015
Parks & Recreation	116,901	5,581	14,553	-	-	107,929
General Fund	55,755,768	3,236,492	10,086,674	(14,137)	-	48,891,449
Mosquito Control Fund	1,314,730	12,547	164,435	-	-	1,162,842
Tobacco Settlement Fund	3,665,017	3,112	-	-	-	3,668,129
Total General Funds	67,216,216	5,569,620	11,002,222	(14,137)	-	61,769,477
Total Special Revenue Funds	18,755,380	1,913,010	1,641,231	14,137	-	19,041,296
Total Capital Project Funds	4,355,642	98,412	301,885	-	-	4,152,169
Total Debt Service Funds	5,956,155	46,274	-	-	-	6,002,429
Total Enterprise Funds	80,879,029	708,237	826,670	-	-	80,760,596
Total Internal Service Funds	(7,363,979)	2,017,540	1,398,168	-	-	(6,744,607)
Total Balances	$ 169,798,443	$ 10,353,093	$ 15,170,176	$ -	$ -	$ 164,981,360

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending June 30, 2017

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 77,926,370	$ 79,071,350	$ 1,144,980	1.45%
Sales Taxes	15,050,724	23,950,000	8,899,276	37.16%
Licenses & Permits	296,697	420,620	123,923	29.46%
Intergovernmental	1,038,381	1,360,786	322,405	23.69%
Fees	9,135,688	10,267,800	1,132,112	11.03%
Fines & Forfeitures	1,064,362	1,600,000	535,638	33.48%
Interest	148,889	227,100	78,211	34.44%
Other Revenue	23,124	24,000	876	3.65%
	$ 104,684,235	$ 116,921,656	$ 12,237,421	10.47%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending June 30, 2017

	October 2016 -December	January	February	March	April	May	June	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund										
Current Taxes	$ 51,307	$ 121,321	$ 108,453	$ 3,844	$ 1,867	$ 1,163	$ 1,721	$ 289,676	$ 293,589	$ 3,913
Delinquent Taxes	1,585	435	382	757	356	670	366	4,551	5,527	976
Jury Fees	9,117	4,287	5,673	4,618	4,615	4,726	5,919	38,955	32,000	(6,955)
Other Revenue	76,772	21,420	17,000	-	-	14,994	51,340	181,526	400,000	218,474
Road & Bridge Pct. 1										
Current Taxes	98,835	233,706	208,917	7,405	3,594	2,240	3,314	558,011	565,552	7,541
Delinquent Taxes	2,071	569	499	989	466	876	479	5,949	7,224	1,275
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	81,287	-	-	-	-	504,996	586,283	575,740	(10,543)
Road & Bridge Fees	109,563	49,315	43,259	64,876	51,566	49,314	55,488	423,381	562,655	139,274
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-
Fines and Forfeitures	42,608	15,976	17,936	27,161	26,978	18,105	23,937	172,701	235,530	62,829
Road & Bridge Pct. 2										
Current Taxes	90,564	214,149	191,434	6,785	3,293	2,053	3,037	511,315	518,225	6,910
Delinquent Taxes	1,899	521	457	907	427	802	439	5,452	6,620	1,168
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	74,485	-	-	-	-	462,736	537,221	527,560	(9,661)
Road & Bridge Fees	96,227	43,312	37,994	56,979	45,289	43,312	48,734	371,847	515,570	143,723
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-
Fines and Forfeitures	39,041	14,639	16,435	24,888	24,720	16,590	21,934	158,247	215,820	57,573
Road & Bridge Pct. 3										
Current Taxes	82,671	195,484	174,750	6,195	3,006	1,874	2,772	466,752	473,059	6,307
Delinquent Taxes	1,733	476	417	828	390	733	401	4,978	6,043	1,065
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	67,993	-	-	-	-	422,406	490,399	481,580	(8,819)
Road & Bridge Fees	89,826	40,431	35,466	53,188	42,276	40,430	45,492	347,109	470,635	123,526
Sales, Rentals & Services	(250)	-	3,291	(723)	(1,881)	539	-	976	-	(976)
Fines and Forfeitures	35,639	13,364	15,003	22,719	22,566	15,144	20,022	144,457	197,010	52,553
Road & Bridge Pct. 4										
Current Taxes	105,595	249,693	223,207	7,912	3,840	2,394	3,541	596,182	604,236	8,054
Delinquent Taxes	2,213	607	533	1,057	498	936	512	6,356	7,718	1,362
Intergovernmental Revenue	-	-	-	-	-	-	-	-	1,200	1,200
Auto Registration Fees	-	86,847	-	-	-	-	539,537	626,384	615,120	(11,264)
Road & Bridge Fees	114,734	51,642	45,301	67,937	53,999	51,641	58,106	443,360	601,140	157,780
Sales, Rentals & Services	(563)	400	-	202	28,821	3,450	2,815	35,125	-	(35,125)
Fines and Forfeitures	45,518	17,067	19,161	29,017	-	19,341	25,572	155,676	251,640	95,964
Other Revenue	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas

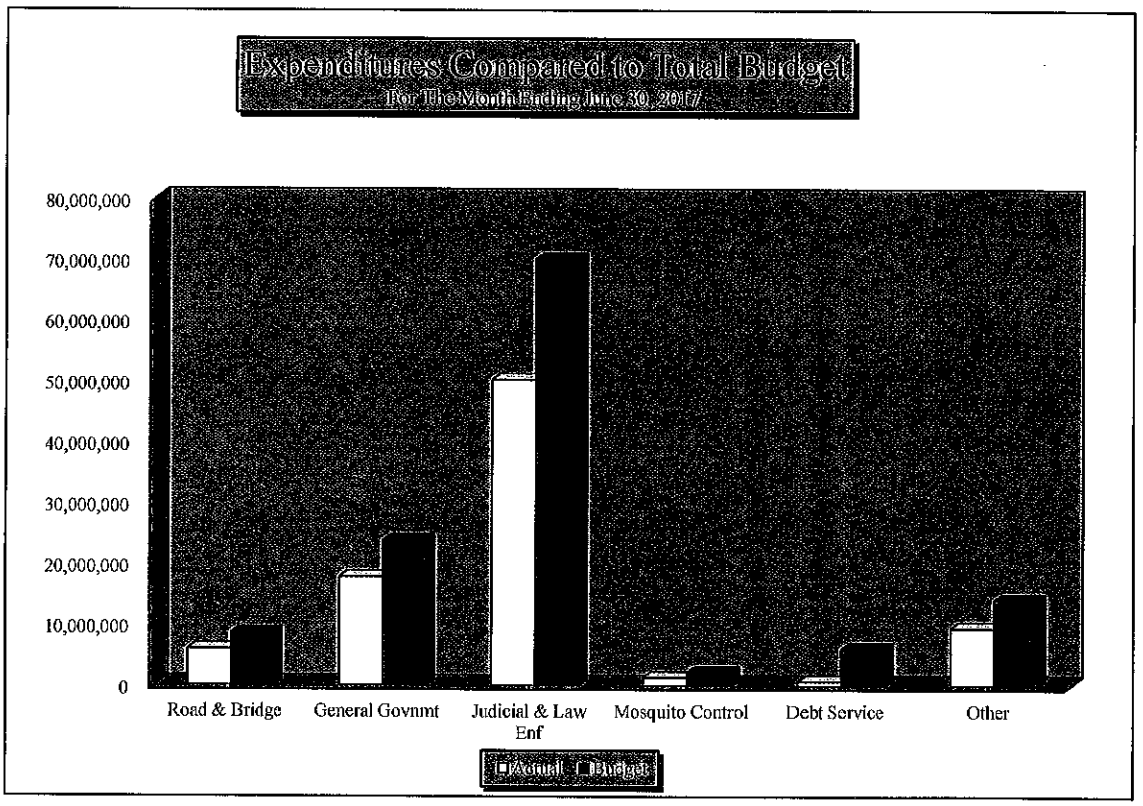
Statement of Revenues - Compared With Budget Allocation

For The Month Ending June 30, 2017

	October 2016 -December	January	February	March	April	May	June	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund										
Current Taxes	$ 160,140	$ 378,670	$ 338,504	$ 11,999	$ 5,824	$ 3,630	$ 5,370	$ 904,137	$ 916,353	$ 12,216
Delinquent Taxes	3,468	952	835	1,656	780	1,466	802	9,959	12,095	2,136
Licenses and Permits	950	-	-	-	-	-	100	1,050	400	(650)
Sales, Rentals & Services	-	100	-	-	200	-	-	300	500	200
Parks & Recreation										
Current Taxes	9,047	21,394	19,124	678	-	205	303	50,751	51,771	1,020
Delinquent Taxes	-	-	-	-	329	-	-	329	-	(329)
Sales, Rentals & Services	17,791	4,372	3,964	5,947	5,261	6,423	5,278	49,036	70,200	21,164
General Fund										
Current Taxes	13,231,557	31,287,550	19,724,539	298,011	481,180	299,939	443,702	65,766,478	66,775,860	1,009,382
Delinquent Taxes	275,547	75,630	66,303	131,592	61,980	116,512	63,703	791,267	960,927	169,660
Sales Taxes	2,048,171	2,233,823	2,548,158	1,902,444	1,873,347	2,543,383	1,901,398	15,050,724	23,950,000	8,899,276
Other Taxes	1,449	-	-	-	-	-	21,675	23,124	24,000	876
Licenses and Permits	75,348	31,444	34,830	34,934	45,001	34,477	39,613	295,647	420,220	124,573
Intergovernmental Revenue	136,191	19,904	136,795	57,027	361,806	97,049	48,083	856,855	959,586	102,731
Fees of Office	897,664	290,453	432,095	324,120	349,344	304,760	369,615	2,968,051	4,095,500	1,127,449
Other Sales, Rentals & Svcs.	798,224	(63,745)	415,158	199,389	369,513	269,978	228,744	2,217,261	1,719,600	(497,661)
Fines & Forfeitures	134,651	3,971	74,837	3,474	54,341	93,550	68,457	433,281	700,000	266,719
Interest	6,894	4,083	25,508	14,404	18,622	7,791	51,502	128,804	200,000	71,196
Other Revenue	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund										
Current Taxes	321,045	759,148	678,625	24,055	11,675	7,278	10,766	1,812,592	1,837,083	24,491
Delinquent Taxes	7,705	2,115	1,854	3,680	1,733	3,257	1,781	22,125	26,870	4,745
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund										
Interest	2,101	237	1,169	700	964	432	3,112	8,715	15,000	6,285
Debt Service										
Current Taxes	1,072,063	2,535,016	2,266,128	80,325	38,986	24,302	35,949	6,052,769	5,935,622	(117,147)
Delinquent Taxes	23,608	5,964	5,384	11,109	4,949	10,483	5,244	66,741	66,976	235
Interest	844	227	1,842	1,122	1,553	701	5,081	11,370	12,100	730
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-
Total	$ 20,321,163	$ 39,190,734	$ 27,941,220	$ 3,494,207	$ 4,004,074	$ 4,116,943	$ 5,615,894	$ 104,684,235	$ 116,921,656	$ 12,237,421

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 75% of Budget Expended
For The Month Ending June 30, 2017

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 396,238	$ 692,307	$ 296,069	42.77%
Road & Bridge Funds	5,232,290	7,467,755	2,235,465	29.93%
Engineering Fund	687,836	996,435	308,599	30.97%
Parks & Recreation Fund	78,612	174,415	95,803	54.93%
General Fund:				
General Government	17,861,014	23,872,408	6,011,394	25.18%
Judicial	13,531,805	18,798,780	5,266,975	28.02%
Law Enforcement	36,265,350	50,630,705	14,365,355	28.37%
Education	277,705	409,333	131,628	32.16%
Health & Welfare	5,464,718	8,439,758	2,975,040	35.25%
Maintenance	2,596,865	3,757,551	1,160,686	30.89%
Other	1,035,999	1,409,972	373,973	26.52%
Mosquito Control Fund	1,344,326	2,228,867	884,541	39.69%
Tobacco Settlement	100,000	100,000	-	-
Debt Service Funds	709,990	6,108,430	5,398,440	88.38%
	$ 85,582,748	$ 125,086,716	$ 39,503,968	31.58%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2017

	October 2016 December	January	February	March	April	May	June	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 166,100	$ 46,447	$ 47,203	$ 15,392	$ 15,152	$ 46,827	$ 53,688	$ 5,429	$ 396,238	$ 692,307	$ 296,069
Road & Brdg Pct. 1	311,049	400,646	109,019	97,022	146,992	92,987	134,420	117,360	1,409,495	1,891,088	481,593
Road & Brdg Pct. 2	347,319	99,594	116,204	117,215	108,363	185,510	158,416	98,748	1,231,369	1,721,091	489,722
Road & Brdg Pct. 3	344,010	100,365	101,393	101,965	111,303	181,224	133,384	194,358	1,268,002	1,835,539	567,537
Road & Brdg Pct. 4	382,544	125,425	72,202	114,457	116,209	242,508	161,673	108,406	1,323,424	2,020,037	696,613
Engineering	253,284	75,910	66,058	62,981	63,672	64,463	94,979	6,489	687,836	996,435	308,599
Parks & Recreation	22,055	6,075	4,015	4,712	10,982	5,401	14,553	10,819	78,612	174,415	95,803
Tax Assessor/Coll.	1,019,355	277,784	277,221	275,487	272,298	273,405	404,929	7,787	2,808,266	3,858,457	1,050,191
Human Resources	105,160	30,649	31,300	34,666	31,227	32,989	47,496	1,520	315,007	429,962	114,955
County Auditor	412,891	104,772	103,322	99,766	103,688	107,154	148,217	602	1,080,412	1,449,923	369,511
County Clerk	560,573	174,989	159,102	154,928	208,430	163,959	224,840	9,025	1,655,846	2,277,022	621,176
County Judge	224,357	71,009	59,088	56,839	64,024	61,686	90,860	511	628,374	889,895	261,521
Risk Management	64,857	18,362	18,903	18,507	18,477	18,523	27,592	-	185,221	251,816	66,595
County Treasurer	98,143	28,243	28,466	28,725	28,460	29,774	41,340	1,183	284,334	379,487	95,153
Printing Department	35,455	9,353	10,294	11,326	9,648	14,269	14,748	9,079	114,172	169,168	54,996
Purchasing Department	141,337	39,460	39,053	41,635	39,162	39,788	61,095	7,854	409,384	559,482	150,098
General Services	2,565,490	1,427,127	1,302,340	757,600	566,800	647,717	818,872	71,201	8,157,147	10,541,981	2,384,834
MIS	604,842	138,840	153,502	136,854	133,590	146,252	228,065	20,430	1,562,375	2,118,915	556,540
Voter's Registration	27,764	6,368	7,315	6,789	7,582	6,949	9,536	-	72,303	106,214	33,911
Elections	412,308	(23,806)	30,968	34,543	23,798	60,631	37,835	11,896	588,173	840,086	251,913
District Attorney	1,673,829	495,127	471,135	489,583	475,485	476,126	709,660	6,765	4,797,710	6,600,556	1,802,846
District Clerk	493,043	137,452	144,722	143,561	139,018	144,968	208,482	12,580	1,423,826	1,900,869	477,043
Criminal Dist. Court	320,764	103,368	105,607	103,190	102,468	115,880	141,696	2,250	995,223	1,495,083	499,860
58th Dist. Court	72,747	20,448	20,718	20,529	20,411	20,754	30,783	90	206,480	295,885	89,405
60th Dist. Court	77,782	21,416	21,633	21,464	21,630	22,107	32,762	196	218,990	291,462	72,472
136th Dist. Court	79,665	19,654	21,326	21,311	21,500	22,076	33,197	570	219,299	302,169	82,870
172nd Dist. Court	76,261	21,437	21,303	21,236	18,430	20,278	30,295	-	209,240	292,766	83,526
252nd Dist. Court	213,762	166,471	94,297	78,300	87,571	331,934	123,840	1,248	1,097,423	1,351,980	254,557
279th Dist. Court	89,031	35,245	31,733	30,950	26,294	27,737	33,827	1,433	276,250	398,987	122,737
317th Dist. Court	185,794	48,945	51,390	49,650	61,545	61,482	70,145	938	529,889	765,711	235,822
J.P. Pct. 1 Pl 1	92,732	27,275	26,796	27,957	27,525	27,429	40,644	-	270,358	367,606	97,248
J.P. Pct. 1 Pl 2	92,343	26,515	26,394	27,784	26,290	26,239	39,903	-	265,468	365,966	100,498
J.P. Pct. 2	75,276	22,939	22,722	22,814	21,762	22,961	33,883	386	222,743	339,964	117,221
J.P. Pct. 4	93,966	27,541	26,689	24,428	25,524	26,043	37,909	140	262,240	362,346	100,106
J.P. Pct. 6	92,553	27,096	27,016	28,057	27,165	27,226	39,858	804	269,775	368,970	99,195
J.P. Pct. 7	85,245	24,638	24,885	25,395	25,461	25,637	41,065	213	252,539	364,635	112,096
J.P. Pct. 8	85,104	24,493	25,624	24,457	25,173	24,525	35,749	-	245,125	359,946	114,821
Cnty. Court at Law 1	124,612	35,976	36,140	36,147	35,425	36,180	52,658	-	357,138	478,622	121,484
Cnty. Court at Law 2	152,507	46,466	44,641	47,535	45,231	46,227	64,150	1,138	447,895	646,168	198,273
Cnty. Court at Law 3	179,263	54,571	55,139	55,397	51,670	55,147	76,474	1,794	529,455	720,898	191,443
Court Master	96,490	30,374	29,127	27,917	27,530	27,747	40,317	-	279,502	484,152	204,650

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2017

	October 2016 December	January	February	March	April	May	June	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 52,043	$ 19,315	$ 15,164	$ 15,085	$ 14,402	$ 16,301	$ 21,875	$ 1,052	$ 155,237	$ 244,039	$ 88,802
Alternative School	85,159	22,222	29,625	30,026	29,636	29,644	43,440	-	269,752	394,076	124,324
Comm. Supervision	1,073	358	1,699	1,365	1,968	2,447	1,009	(150)	9,769	19,082	9,313
Sheriff's Dept.	3,520,104	968,163	887,927	921,376	897,522	978,552	1,371,629	51,912	9,597,185	13,454,198	3,857,013
Crime Lab	336,227	90,116	92,281	91,951	89,120	93,027	136,354	25,343	954,419	1,342,460	388,041
Jail	6,883,080	2,219,915	1,969,283	2,050,097	2,034,550	1,820,477	2,795,020	276,716	20,049,138	27,760,000	7,710,862
Juvenile Probation	347,424	95,117	94,776	97,939	98,712	103,331	150,296	1,321	988,916	1,589,282	600,366
Juvenile Detention	467,821	159,365	138,084	145,158	153,389	154,972	204,260	53,539	1,476,588	2,106,820	630,232
Constable Pct. 1	250,667	52,854	54,953	52,784	21,411	77,304	78,745	7,142	595,860	811,364	215,504
Constable Pct. 2	110,549	32,631	31,510	32,924	32,457	32,717	47,576	408	320,772	448,812	128,040
Constable Pct. 4	130,162	28,872	31,490	30,622	29,381	40,341	47,760	105	338,733	461,861	123,128
Constable Pct. 6	151,594	42,219	69,995	43,497	44,041	44,116	61,434	70	456,966	585,912	128,946
Constable Pct. 7	114,215	30,196	24,138	26,615	33,950	30,089	46,337	704	306,244	438,613	132,369
Constable Pct. 8	112,534	32,101	31,940	32,448	31,796	32,017	47,593	403	320,832	433,225	112,393
County Morgue	142,012	110,050	63,692	58,635	76,347	38,504	90,936	-	580,176	785,000	204,824
Agriculture Ext.	101,453	26,949	26,392	26,640	27,174	27,701	40,180	1,216	277,705	409,333	131,628
Public Health # 1	285,480	93,640	82,604	78,539	125,197	103,510	120,657	4,762	894,389	1,258,276	363,887
Public Health # 2	281,862	91,254	90,076	86,506	81,074	88,948	120,241	6,404	846,365	1,241,175	394,810
Nurse Practitioner	76,087	23,029	21,728	22,389	23,897	23,911	32,253	8,917	232,211	305,055	72,844
Child Welfare	11,863	14,886	10,906	4,399	22,552	16,816	7,420	-	88,842	120,000	31,158
Env. Control	93,286	26,480	26,232	27,692	26,490	26,789	39,579	650	267,198	386,151	118,953
Ind. Medical Svcs.	249,311	1,924,775	111,741	100,957	106,552	118,010	126,928	230,390	2,968,664	4,901,207	1,932,543
Emergency Mgmt.	58,488	16,704	16,707	16,706	16,710	16,853	24,881	-	167,049	227,894	60,845
Beaumont Maintenance	481,172	234,179	160,281	183,669	166,790	352,950	157,604	194,995	1,931,640	2,773,185	841,545
Port Arthur Maint.	163,974	53,670	51,907	47,243	54,997	55,933	70,276	24,374	522,374	764,730	242,356
Mid-County Maint.	38,928	14,348	17,001	14,502	12,191	16,453	17,737	11,691	142,851	219,636	76,785
Service Center	167,681	95,477	60,861	55,794	84,584	112,162	79,302	158,445	814,306	1,115,164	300,858
Veteran Service	76,524	23,280	22,368	22,371	22,084	22,436	32,630	-	221,693	294,808	73,115
Mosquito Control	553,455	88,654	88,745	86,887	136,526	212,474	164,435	13,150	1,344,326	2,228,867	884,541
Tobacco Settlement	100,000	-	-	-	-	-	-	-	100,000	100,000	-
Debt Service Funds	500	708,990	-	-	-	500	-	-	709,990	6,108,430	5,398,440
Contingency	-	-	-	-	-	-	-	-	-	-	-
Total	$ 27,996,390	$ 11,914,868	$ 8,390,111	$ 7,903,887	$ 7,888,465	$ 8,700,004	$ 11,002,222	$ 1,786,801	$ 85,582,748	$ 125,086,716	$ 39,503,968

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending June 30, 2017

Issue	Beginning Amount Outstanding	2016-2017 Requirements				2016-2017 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2011 Refunding Bonds	1,150,000	1,150,000	34,500	2,500	1,187,000	-	17,250	725	17,975	1,150,000
2012 Refunding Bonds	34,380,000	3,275,000	1,367,200	2,500	4,644,700	-	683,600	1,900	685,500	34,380,000
2013 Refunding Bonds	540,000	265,000	9,230	2,500	276,730	-	4,615	1,900	6,515	540,000
	$ 36,070,000	$ 4,690,000	$ 1,410,930	$ 7,500	$ 6,108,430	$ -	$ 705,465	$ 4,525	$ 709,990	$ 36,070,000

Jefferson County, Texas
Statement of Transfers In and Out

Fund		Transfers In		Transfers Out	
120	General Fund			1,202,948	(a)
120	General Fund			5,000	(b)
242	Body-Worn Camera Grant	25,850	(b)		
243	JAG Grant	9,137	(a)		
311	Capital Project Funds	120,960	(c)	41,098	(b)
312	CERTZ Grant	41,098	(b)		
325	Keith Lake Fish Pass			120,960	(c)
550	SETEC Fund	1,193,811	(a)		
741	Sheriff Forfeiture Fund			5,920	(b)
741	Sheriff Forfeiture Fund			20,850	(b)
881	FY 2016 Port Security Grant	5,920	(b)		
		$1,396,776		$1,396,776	

(a) Budgeted Transfer
(b) Grant Match
(c) Close fund

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2017

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	249.12	$ 5,888.91
Road & Bridge # 2	458.95	11,358.84
Road & Bridge # 3	489.69	10,892.51
Road & Bridge # 4	56.25	1,289.63
Engineering	82.27	2,331.32
Tax Assessor/Collector	341.15	6,820.80
Human Resources	16.75	335.56
County Auditor	100.99	2,681.67
County Clerk	255.64	5,004.51
County Judge	72.63	1,829.29
Treasurer	0.01	0.09
Printing	0.55	13.16
Purchasing Department	8.75	179.17
MIS	486.74	13,488.80
Voter Registration	23.87	618.72
Elections Department	124.20	3,240.91
District Attorney	0.08	1.67
District Clerk	556.31	10,710.12
Criminal District Court	65.00	1,626.23
58th District Court	1.63	40.65
172nd District Court	0.00	0.00
252nd District Court	105.37	3,261.21
279th District Court	0.01	0.13
Justice of Peace Pct. 1 Pl. 1	65.50	1,586.93
Justice of Peace Pct. 1 Pl. 2	0.00	0.00
Justice of Peace Pct. 2	0.00	0.00
Justice of Peace Pct. 4	0.01	0.12
Justice of Peace Pct. 6	3.62	84.06
Justice of Peace Pct. 7	50.63	1,225.72
Justice of Peace Pct. 8	0.00	0.00
County Court at Law #2	86.62	2,604.30
Court Master	11.37	226.89
ASAP	186.34	5,276.64
Marine Division	3,142.12	99,172.75
Alternative School	127.50	3,928.18
Sheriff's Department	11,036.82	355,815.51
Crime Lab	314.05	11,265.49
Correctional Facility	8,498.72	203,574.67
Juvenile Detention Home	277.16	4,929.93

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2017

Department	Cumulative Hours	Current Liability
Juvenile Probation	219.10	4,237.12
Constable Pct. 1	262.24	8,114.28
Constable Pct. 2	74.51	2,830.22
Constable Pct. 4	97.50	3,560.20
Constable Pct. 6	72.21	2,274.39
Constable Pct. 7	79.04	2,904.64
Constable Pct. 8	24.13	482.11
Public Health No. 1	81.26	1,216.08
Public Health No. 2	63.77	1,119.23
Indigent Health	0.00	0.00
Mosquito Control	339.38	7,302.19
Maintenance - Beaumont	289.63	5,765.61
Maintenance - Port Arthur	85.75	1,447.15
Maintenance- Mid County	0.00	0.00
Visitors' Center	100.05	1,268.88
Service Center	6.50	152.16
Veterans' Services Office	0.62	14.36
Environmental Control	0.00	0.00
Emergency Management	71.75	2,049.96
Airport	845.74	17,044.72
Dispute Resolution Center	127.01	2,119.96
Grant A Basic Probation	98.88	1,686.46
Grant A Mental Health Service	0.00	0.00
Grant A Community Programs	101.32	1,856.30
Grant A Pre and Post Adjudication	0.00	0.00
Sheriff Mental Health Liaison	0.00	0.00
Community Supervision	437.54	9,376.98
Women's Center	533.97	7,382.08
Community Corrections	12.50	189.03
High Need Program	1.00	24.79
Misdemeanor Pretrial	0.01	0.07
DWI Pretrial	2.00	27.30
TJPC Grant Contract M	17.66	311.23
Drug Diversion	79.97	1,529.68
Juvenile Probation and Detention	3.75	46.95
Mentally Impaired Offender	18.25	382.88
Auto Theft	3.00	105.03
Courthouse Security	224.50	6,950.48
Total	31,670.96	$ 865,077.61
Comp-Time Liability at 6/30/16	31,887.21	$872,490.05

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CASH ADVANCE ACCOUNT	1,109.12	435703	
TRI-CITY COFFEE SERVICE	160.25	435754	
			1,269.37**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	1,689.00	435657	
KINSEL FORD, INC.	78.45	435705	
MUNRO'S	28.65	435715	
OFFICE DEPOT	125.33	435720	
SOUTHEAST TEXAS WATER	14.00	435737	
UNITED STATES POSTAL SERVICE	.40	435790	
ROSS RIDGE SAND COMPANY LP	279.00	435834	
ATTABOY TERMITE & PEST CONTROL	30.00	435848	
ADVANCE AUTO PARTS	63.70	435873	
GULF COAST	546.25	435928	
			2,854.78**
ROAD & BRIDGE PCT.#2			
ENTERGY	729.83	435692	
ASCO	4,388.20	435876	
			5,118.03**
ROAD & BRIDGE PCT. # 3			
MUNRO'S	38.40	435715	
NOACK LOCKSMITH	56.34	435716	
OFFICE DEPOT	60.29	435720	
OIL CITY TRACTORS, INC.	31.91	435721	
TIME WARNER COMMUNICATIONS	86.92	435742	
VULCAN MATERIALS CO.	23,053.44	435757	
CENTERPOINT ENERGY RESOURCES CORP	36.39	435813	
MARTIN PRODUCT SALES LLC	10,643.20	435822	
1800RADIATOR & AC	248.00	435899	
FELIX AAA AUTO & TRUCK PARTS LLC	17.10	435910	
			34,271.99**
ROAD & BRIDGE PCT.#4			
M&D SUPPLY	57.60	435711	
PHILPOTT MOTORS, INC.	187.99	435723	
SMART'S TRUCK & TRAILER, INC.	149.68	435736	
SOUTHEAST TEXAS WATER	93.84	435737	
UNITED STATES POSTAL SERVICE	.81	435790	
MARTIN PRODUCT SALES LLC	6,657.58	435822	
ALL SERV INDUSTRIAL LLC	38.00	435844	
ON TIME TIRE	145.00	435867	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	400.05	435886	
GCR TIRES & SERVICE	378.15	435895	
TRINITY VALLEY TRACTORS INC	353.86	435927	
WAUKESHA-PEARCE INDUSTRIES LLC	112.43	435934	
ALYNCIA MACK NELSON	41.20	435952	
			4,698.97**
ENGINEERING FUND			
VERIZON WIRELESS	243.27	435784	
			243.27**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	84.95	435675	
ENTERGY	1,633.45	435692	
AT&T	29.07	435738	
WALMART COMMUNITY BRC	114.90	435788	
ROSS RIDGE SAND COMPANY LP	167.40	435834	
JEFFERSON COUNTY CREDIT CARDS	185.92	435859	
			2,215.69**
GENERAL FUND			
STEVEN CARR	323.08	435951	
			323.08*
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	387.26	435720	
PITNEY BOWES, INC.	21.00	435725	
AT&T	105.54	435738	
UNITED STATES POSTAL SERVICE	509.99	435790	
ATTABOY TERMITE & PEST CONTROL	41.22	435848	
			1,065.01*
COUNTY HUMAN RESOURCES			
OFFICE DEPOT	284.99	435720	
PINNACLE EMPLOYEE TESTING	630.00	435724	
PRE CHECK, INC.	377.50	435776	
UNITED STATES POSTAL SERVICE	2.82	435790	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	440.00	435917	
			1,735.31*
AUDITOR'S OFFICE			
OFFICE DEPOT	72.08	435720	
SOUTHEAST TEXAS WATER	29.95	435737	
UNITED STATES POSTAL SERVICE	15.39	435790	
JEFFERSON COUNTY CREDIT CARDS	72.28	435859	
			189.70*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	106.00	435706	
OFFICE DEPOT	236.65	435720	
OLMSTED-KIRK PAPER	308.20	435722	
TEXAS PUBLIC HEALTH ASSOCIATION	290.00	435753	
COUNTY & DISTRICT CLERK ASSN. OF TX	175.00	435762	
UNITED STATES POSTAL SERVICE	294.99	435790	
CAROLYN GUIDRY	54.10	435816	
RICOH USA INC	231.15	435871	
			1,696.09*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	3.09	435790	
DANE DENNISON	500.00	435891	
JAN GIROUARD & ASSOCIATES LLC	200.00	435916	
ELIZABETH MCKIM	500.00	435929	
			1,203.09*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.81	435790	
			.81*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	77.69	435790	
LEXISNEXIS- ACCURINT	118.45	435851	
			196.14*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	184.55	435722	
			184.55*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,549.80	435685	
THE EXAMINER	55.00	435688	
FED EX	29.26	435689	
UNITED STATES POSTAL SERVICE	.40	435790	
			1,634.46*
GENERAL SERVICES			
CURTIS 1000, INC.	3,432.12	435680	
CASH ADVANCE ACCOUNT	145.00	435703	
TIME WARNER COMMUNICATIONS	204.86	435743	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	435748	
INTERFACE EAP	1,382.40	435763	
JEFFERSON COUNTY CREDIT CARDS	211.21	435859	
TFORCE FINAL MILE	361.09	435936	
			8,436.68*
DATA PROCESSING			
DELL MARKETING L.P.	603.42	435681	
OFFICE DEPOT	50.11	435720	

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	66.82	435772	
SHI GOVERNMENT SOLUTIONS, INC.	3,433.44	435794	
SPS VAR, LLC	1,900.00	435802	
PCM-G	261.40	435845	
LEXISNEXIS- ACCURINT	118.45	435851	
JEFFERSON COUNTY CREDIT CARDS	204.64	435859	
			6,638.28*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	171.81	435790	
			171.81*
ELECTIONS DEPARTMENT			
OFFICE DEPOT	1.58	435720	
WALMART COMMUNITY BRC	47.68	435788	
UNITED STATES POSTAL SERVICE	72.59	435790	
AT&T MOBILITY	81.32	435913	
			203.17*
DISTRICT ATTORNEY			
SOUTHERN COMPUTER WAREHOUSE	505.86	435664	
CARPENTER'S TIME CENTER INC.	586.00	435673	
KIRKSEY'S SPRINT PRINTING	24.95	435706	
LEGAL DIRECTORIES PUB. CO.	84.50	435708	
OFFICE DEPOT	704.19	435720	
TEXAS DISTRICT & COUNTY ATTY ASSN.	875.00	435749	
UNITED STATES POSTAL SERVICE	121.68	435790	
LEXISNEXIS- ACCURINT	355.35	435851	
JEFFERSON COUNTY CREDIT CARDS	173.94	435859	
THOMSON REUTERS-WEST	4,353.74	435879	
TRANSUNION RISK AND ALTERNATIVE	110.00	435901	
FUNCTION 4 LLC	125.00	435930	
CIOX HEALTH	837.10	435933	
AXON ENTERPRISE INC	350.00	435937	
TRAINING FORCE USA	199.00	435940	
ANGELA KNEELAND	190.00	435957	
			9,596.31*
DISTRICT CLERK			
OFFICE DEPOT	783.18	435720	
POSTMASTER	166.00	435726	
UNITED STATES POSTAL SERVICE	269.92	435790	
JEFFERSON COUNTY CREDIT CARDS	222.40	435859	
			1,441.50*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	435659	
JACK LAWRENCE	774.95	435660	
DAVID W BARLOW	4,375.00	435667	
THOMAS J. BURBANK PC	250.00	435671	
DONALD W. DUESLER & ASSOC.	8,750.00	435682	
TRAVIS EVANS	800.00	435687	
CASH ADVANCE ACCOUNT	1,178.01	435703	
MARSHA NORMAND	8,750.00	435717	
RENE MULHOLLAND	378.30	435756	
JOHN D WEST	2,000.00	435775	
UNITED STATES POSTAL SERVICE	23.34	435790	
JASON ROBERT NICKS	600.00	435852	
C. HADEN CRIBBS JR., PC	8,750.00	435866	
			45,379.60*
58TH DISTRICT COURT			
MELISSA NAIL	1,169.43	435918	
			1,169.43*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.21	435790	
LEXIS-NEXIS	69.00	435791	
			70.21*
172ND DISTRICT COURT			
LEXIS-NEXIS	56.00	435791	
			56.00*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID W BARLOW	4,375.00	435667	
LEAH HAYES	1,934.00	435696	
OFFICE DEPOT	315.42	435720	
NATHAN REYNOLDS, JR.	1,500.00	435730	
KEVIN PAULA SEKALY PC	250.00	435733	
MIKE VAN ZANDT	8,750.00	435755	
BRACK JONES JR.	8,750.00	435765	
UNITED STATES POSTAL SERVICE	33.86	435790	
SUMMER TANNER	29,761.90	435828	
ALLEN PARKER	8,750.00	435854	
JEFFERSON COUNTY CREDIT CARDS	655.92	435859	
M.K. HAMZA, PHD, P.A.	800.00	435872	
SAMUEL & SON LAW FIRM PLLC	8,750.00	435897	
			74,626.10*
279TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,442.99	435703	
			1,442.99*
317TH DISTRICT COURT			
GAYLYN COOPER	1,050.00	435656	
PHILLIP DOWDEN	650.00	435663	
MARVA PROVO	700.00	435728	
ANITA F. PROVO	1,625.00	435729	
NATHAN REYNOLDS, JR.	500.00	435730	
CHARLES ROJAS	150.00	435774	
LEXIS-NEXIS	68.00	435791	
LANGSTON ADAMS	150.00	435799	
JOEL WEBB VAZQUEZ	75.00	435809	
TONYA CONNELL TOUPS	75.00	435836	
ALLEN PARKER	75.00	435853	
P DEAN BRINKLEY	75.00	435856	
BRITTANIE HOLMES	150.00	435870	
WILLIAM FORD DISHMAN	75.00	435882	
MATUSKA LAW FIRM	150.00	435887	
			5,568.00*
JUSTICE COURT-PCT 1 PL 1			
CLERK - SUPREME COURT OF TEXAS	235.00	435739	
UNITED STATES POSTAL SERVICE	29.93	435790	
LEXISNEXIS- ACCURINT	118.45	435851	
			383.38*
JUSTICE COURT-PCT 1 PL 2			
LEXISNEXIS- ACCURINT	118.45	435851	
			118.45*
JUSTICE COURT-PCT 2			
LEXISNEXIS- ACCURINT	118.45	435851	
			118.45*
JUSTICE COURT-PCT 4			
LEXISNEXIS- ACCURINT	118.45	435851	
			118.45*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	89.26	435720	
UNITED STATES POSTAL SERVICE	31.31	435790	
LEXISNEXIS- ACCURINT	118.45	435851	
			239.02*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	118.45	435851	
			118.45*
JUSTICE OF PEACE PCT. 8			
LEXISNEXIS- ACCURINT	118.45	435851	
			118.45*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.38	435790	
LEXIS-NEXIS	55.00	435791	
			56.38*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID GROVE	250.00	435658	
DONALD BOUDREAUX	500.00	435670	
KEVIN PAULA SEKALY PC	300.00	435733	
KEVIN S. LAINE	300.00	435768	
UNITED STATES POSTAL SERVICE	3.63	435790	
			1,353.63*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	5.24	435790	
JEFFERSON COUNTY CREDIT CARDS	275.00	435859	
			280.24*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.73	435790	
LEXIS-NEXIS	136.00	435792	
			137.73*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.82	435790	
			2.82*
SHERIFF'S DEPARTMENT			
SOUTHERN COMPUTER WAREHOUSE	1,454.06	435664	
EQUINE MEDICINE & SURGERY	142.50	435686	
ENTERGY	933.85	435692	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,861.00	435701	
OFFICE DEPOT	362.79	435720	
AT&T	32.53	435738	
TIME WARNER COMMUNICATIONS	843.81	435745	
KEESHA GUILLORY	300.00	435769	
UNITED STATES POSTAL SERVICE	1,321.69	435790	
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	435795	
CREATIVE PRODUCT SOURCING	1,429.94	435832	
JEFFERSON COUNTY CREDIT CARDS	451.92	435859	
RITA HURT	825.00	435865	
TRANSUNION RISK AND ALTERNATIVE	496.19	435901	
GALLS LLC	1,406.58	435905	
			11,927.76*
CRIME LABORATORY			
SOUTHEAST TEXAS WATER	79.90	435737	
JUSTICE TRAX INC	11,169.59	435826	
AIRGAS SOUTHWEST	67.88	435839	
JEFFERSON COUNTY CREDIT CARDS	99.45	435859	
OLYMPUS AMERICA INC	1,958.50	435941	
			13,375.32*
JAIL - NO. 2			
AAA LOCK & SAFE	491.25	435652	
MARK'S PLUMBING PARTS	667.88	435653	
JOHNSTONE SUPPLY	111.81	435661	
BEAUMONT TRACTOR COMPANY	256.08	435668	
CARDINAL GLASS, INC.	1,826.13	435672	
CITY OF BEAUMONT - WATER DEPT.	21.00	435674	
COASTAL WELDING SUPPLY	60.80	435677	
COBURN'S, BEAUMONT BOWIE (1)	32.99	435678	
W.W. GRAINGER, INC.	807.97	435691	
ENTERGY	47.50	435692	
HERNANDEZ OFFICE SUPPLY, INC.	931.61	435697	
HERTZ CORPORATION	96.67	435698	
KOMMERCIAL KITCHENS	220.95	435707	
M&D SUPPLY	1,183.84	435711	
OFFICE DEPOT	36.70	435720	
SANITARY SUPPLY, INC.	3,366.93	435732	
WHOLESALE ELECTRIC SUPPLY CO.	277.44	435759	
COKER DOORS & MOLDING CO.	385.00	435764	
OAK FARM DAIRY	941.50	435767	
LOWE'S HOME CENTERS, INC.	476.08	435798	
AIR PRODUCTS	205.00	435805	
NORTH SHORE SUPPLY COMPANY	3,595.00	435806	
ROSS RIDGE SAND COMPANY LP	27.90	435834	
WORLD FUEL SERVICES	1,122.90	435850	
FIVE STAR CORRECTIONAL SERVICE	15,786.72	435855	

NAME	AMOUNT	CHECK NO.	TOTAL
ORALINE INC	3,025.00	435857	
INDEPENDENT STATIONERS	117.00	435862	
INDUSTRIAL & COMMERCIAL MECHANICAL	220.50	435868	
SAM'S CLUB DIRECT	83.20	435869	
CONSTELLATION NEWENERGY - GAS DIVIS	1,535.06	435874	
CONMED INC	1,545.68	435875	
MATERA PAPER COMPANY INC	24.60	435877	
GALLS LLC	100.00	435905	
SUPERIOR MEAT SERVICES	1,251.54	435908	
LONE STAR UNIFORMS	5,147.49	435911	
IMPACT WASTE LLC	360.00	435926	
FERGUSON ENTERPRISES INC	2,001.90	435935	
AXON ENTERPRISE INC	1,317.19	435937	
FOOD MARKETING CONCEPTS INC	12,019.34	435945	
HARDIE'S FRESH FOODS	2,471.65	435946	
MEREDITH REED	380.00	435948	
RB DISTRIBUTING	1,430.12	435949	
			66,007.92*
JUVENILE PROBATION DEPT.			
FED EX	65.19	435689	
G. FRAN HUDGINS	1,372.00	435699	
UNITED STATES POSTAL SERVICE	8.06	435790	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	435902	
KAREN RIGGS	151.94	435914	
SUMMER KENNERSON	124.65	435925	
ANNIE JONES	218.81	435939	
			2,011.65*
JUVENILE DETENTION HOME			
EPS	216.57	435683	
M&D SUPPLY	703.96	435711	
SANITARY SUPPLY, INC.	1,079.04	435732	
AT&T	688.04	435738	
CUMMINS SOUTHERN PLAINS	1,573.00	435770	
FLOWERS FOODS	163.44	435807	
BEN E KEITH FOODS	206.52	435808	
KAREN ROBERTS	600.00	435842	
A1 FILTER SERVICE COMPANY	183.79	435864	
EXCEL MEDICAL WASTE LLC	35.00	435909	
			5,449.36*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	1,072.25	435703	
OFFICE DEPOT	21.99	435720	
UNITED STATES POSTAL SERVICE	33.90	435790	
LEXISNEXIS- ACCURINT	118.45	435851	
GALLS LLC	759.00	435905	
			2,005.59*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	408.00	435703	
LEXISNEXIS- ACCURINT	118.45	435851	
			526.45*
CONSTABLE-PCT 4			
DISH NETWORK	56.50	435831	
TRANSUNION RISK AND ALTERNATIVE	70.00	435901	
			126.50*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	16.84	435790	
LEXISNEXIS- ACCURINT	118.45	435851	
			135.29*
HEALTH AND WELFARE NO. 1			
MERCY FUNERAL HOME	3,000.00	435713	
OFFICE DEPOT	264.97	435720	
UNITED STATES POSTAL SERVICE	50.31	435790	
TINA CHAMPAGNE	42.80	435840	
LEXISNEXIS- ACCURINT	118.45	435851	
JEFFERSON COUNTY CREDIT CARDS	21.88	435859	
			3,498.41*
HEALTH AND WELFARE NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
CLAYBAR FUNERAL HOME, INC.	5,496.00	435676	
O.W. COLLINS APARTMENTS	78.42	435679	
GABRIEL FUNERAL HOME, INC.	1,968.47	435690	
ENTERGY	70.00	435695	
MOODY-HARRIS FUNERAL HOME	1,500.00	435714	
MCKESSON MEDICAL-SURGICAL INC	3,469.83	435773	
HEB CREDIT RECEIVABLES DEPT 308	112.28	435823	
TERRI WATSON	23.10	435824	
LEXISNEXIS- ACCURINT	118.45	435851	
ITEX PARK LTD	57.00	435922	
			12,893.55*
CHILD WELFARE UNIT			
J.C. PENNEY'S	738.82	435796	
SEARS COMMERICAL CREDIT	100.00	435797	
TYMIR WILSON PAYEE	20.00	435819	
J'LYNN HENDRIX	20.00	435846	
ANDREW REISNER	20.00	435860	
FATIMA ZAVALA	20.00	435888	
TYRE A WELLS	20.00	435889	
TRELIN FARR	20.00	435890	
EDUARDO ROMERO	15.00	435892	
JENNIFER ROMERO PAYEE	15.00	435893	
TYTIANNA WELLS SIGARST	50.00	435894	
DONALD ORCHID	20.00	435900	
JAVIER ZAVALA FC	20.00	435904	
AALIYAH J EMERSON	20.00	435906	
DAVIS G POISSOIT	30.00	435912	
KENNY ROBINSON	20.00	435919	
RAVEN WILSON	20.00	435920	
SHAWN MOUTON	20.00	435921	
LOGAN WILTURNER	15.00	435923	
LARRY DOYLE	20.00	435931	
FAITH DOYLE	20.00	435932	
KYVIAUNT PAUL FC	20.00	435938	
ABIGAIL GAUTHIER	30.00	435942	
CLYDE GAUTHIER III	20.00	435943	
AALAYAH GRIFFIN	20.00	435953	
AMYGAI LEWIS	20.00	435954	
RHYLO CANTU	15.00	435955	
KADE METOYER	15.00	435956	
			1,383.82*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	435837	
CARDINAL HEALTH 110 INC	2,595.44	435881	
			6,368.44*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	435784	
			150.00*
MAINTENANCE-BEAUMONT			
CARRIER CORPORATION	3,000.00	435655	
CITY OF BEAUMONT - LANDFILL	22.00	435665	
W.W. GRAINGER, INC.	245.37	435691	
JOHNSON SUPPLY	5.68	435704	
M&D SUPPLY	116.39	435711	
OFFICE DEPOT	170.26	435720	
SANITARY SUPPLY, INC.	580.78	435732	
ACE IMAGEWEAR	237.43	435735	
AT&T	1,058.39	435738	
WORTH HYDROCHEM	250.00	435760	
SERVICE GRAPHICS	211.00	435766	
A1 FILTER SERVICE COMPANY	732.70	435864	
CARRIER ENTERPRISE LLC	209.46	435880	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	245.88	435903	
			7,085.34*
MAINTENANCE-PORT ARTHUR			
ENTERGY	5,093.76	435692	
TIME WARNER COMMUNICATIONS	300.57	435744	
WALMART COMMUNITY BRC	233.00	435788	
			5,627.33*
MAINTENANCE-MID COUNTY			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	2,325.58	435692	
AT&T	697.02	435738	
			3,022.60*
SERVICE CENTER			
J.K. CHEVROLET CO.	30.70	435700	
MUNRO'S	39.70	435715	
PHILPOTT MOTORS, INC.	54.64	435723	
RITTER @ HOME	15.99	435731	
TATE & CO., INC.	1,616.00	435747	
FASTENAL	173.70	435771	
JEFFERSON CTY. TAX OFFICE	7.50	435777	
JEFFERSON CTY. TAX OFFICE	7.50	435778	
JEFFERSON CTY. TAX OFFICE	7.50	435779	
JEFFERSON CTY. TAX OFFICE	7.50	435780	
JEFFERSON CTY. TAX OFFICE	7.50	435781	
JEFFERSON CTY. TAX OFFICE	7.50	435782	
JEFFERSON CTY. TAX OFFICE	7.50	435783	
VOYAGER FLEET SYSTEM, INC.	18,975.05	435804	
BUMPER TO BUMPER	550.56	435812	
ROBERT'S TEXACO XPRESS LUBE	49.00	435841	
JEFFERSON COUNTY CREDIT CARDS	8.50	435859	
MIGHTY OF SOUTHEAST TEXAS	238.00	435863	
SILSBEE FORD INC	1,841.64	435883	
			23,645.98*
			331,315.08**
MOSQUITO CONTROL FUND			
ENTERGY	573.23	435692	
MUNRO'S	82.20	435715	
AT&T	31.21	435738	
			686.64**
BREATH ALCOHOL TESTING			
ALCOHOL TESTING ALLIANCE	35.00	435800	
			35.00**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	181.80	435795	
PATRICIA VELASCO	1,435.00	435915	
			1,616.80**
LAW LIBRARY FUND			
TDCAA BOOK ORDERS	165.81	435741	
TEXAS LAWYER	479.88	435751	
THOMSON REUTERS-WEST	2,459.00	435878	
			3,104.69**
EMPG GRANT			
VERIZON WIRELESS	130.14	435784	
			130.14**
GRANT A STATE AID			
VERIZON WIRELESS	25.98	435784	
4M YOUTH SERVICES	5,068.53	435820	
			5,094.51**
279 JUVENILE DRUG COURT			
IEA - INSPIRE, ENCOURAGE, ACHIEVE	6,132.68	435785	
			6,132.68**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	1,827.94	435702	
OFFICE DEPOT	1,681.21	435720	
OLMSTED-KIRK PAPER	440.25	435722	
TEXAS DEPT OF STATE HEALTH SERVICES	235.00	435750	
UNITED STATES POSTAL SERVICE	84.78	435790	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	435837	
MSB	3.25	435847	
JCCSC	500.00	435861	
EXCEL MEDICAL WASTE LLC	140.00	435909	
			11,877.43**
JEFF. CO. WOMEN'S CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
ALL STAR PLUMBING	95.00	435662	
BELL'S LAUNDRY	1,152.97	435669	
ECOLAB	87.10	435684	
CASH ADVANCE ACCOUNT	1,721.64	435703	
KIM MCKINNEY, LPC, LMFT	300.00	435712	
OFFICE DEPOT	192.65	435720	
OLMSTED-KIRK PAPER	373.50	435722	
PREMIUM PLUMBING	135.00	435727	
SYSCO FOOD SERVICES, INC.	1,354.29	435740	
PETTY CASH - RESTITUTION I	30.00	435761	
TOWER COMMUNICATIONS, INC.	60.00	435786	
BEN E KEITH FOODS	1,194.71	435808	
MELODY C ANTOON RN	1,960.00	435827	
MATERA PAPER COMPANY INC	378.28	435877	
EXCEL MEDICAL WASTE LLC	35.00	435909	
			9,070.14**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	259.25	435711	
			259.25**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	142.14	435720	
BLAUER TACTICAL SYSTEMS INC	750.00	435947	
			892.14**
COUNTY CLERK - RECORD MGT			
CASH ADVANCE ACCOUNT	1,724.93	435703	
			1,724.93**
COUNTY CLK RECORDS ARCHIV			
BAY TECH LABEL, INC.	3,539.24	435803	
			3,539.24**
DARE CONTRIBUTIONS FUND			
CREATIVE PRODUCT SOURCING	2,680.34	435832	
			2,680.34**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,829.96	435703	
TEXAS NARCOTICS OFFICER'S ASSN.	325.00	435752	
JEFFERSON COUNTY CREDIT CARDS	495.00	435859	
			2,649.96**
CONST. PCT. 2 EDUCATION			
CASH ADVANCE ACCOUNT	476.90	435703	
			476.90**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	113.95	435715	
OFFICE DEPOT	279.99	435720	
AT&T	179.18	435738	
TRI-CITY COFFEE SERVICE	58.45	435754	
DISH NETWORK	113.51	435830	
JEFFERSON COUNTY CREDIT CARDS	200.00	435859	
JULIAN CANTU JR	150.00	435950	
			1,095.08**
CAPITAL PROJECTS FUND			
GOWAN INC	18,610.00	435825	
			18,610.00**
AIRPORT FUND			
A&B OUTDOOR EQUIPMENT	115.07	435654	
SPIDLE & SPIDLE	1,013.40	435657	
ENTERGY	12,784.29	435694	
LOUIS' YAZOO SALES & SERVICE, LLC	59.85	435709	
SANITARY SUPPLY, INC.	277.94	435732	
TIME WARNER COMMUNICATIONS	84.15	435746	
WHITE TUCKER COMPANY INC	154.23	435758	
MR. ROOTER PLUMBING	191.25	435787	
UNITED STATES POSTAL SERVICE	3.63	435790	
LOWE'S HOME CENTERS, INC.	5.32	435798	

NAME	AMOUNT	CHECK NO.	TOTAL
AIR SOLUTIONS	284.50	435810	
CBA LIGHTING & CONTROLS	614.98	435811	
DISH NETWORK	98.01	435829	
ROBERT'S TEXACO XPRESS LUBE	7.00	435841	
CROP PRODUCTION SERVICES	4,989.30	435843	
UNIFIRST HOLDINGS INC	133.63	435849	
EASTERN AVIATION FUELS INC	27,907.45	435896	
SUPPLYWORKS	433.76	435907	
			49,157.76**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	21,977.95	435817	
RELIANCE STANDARD LIFE INSURANCE	5,541.99	435818	
COMPASS PROFESSIONAL HEALTH SERVICE	6,315.00	435884	
SA BENEFITS SERVICES LLC	29,339.49	435885	
			63,174.43**
SETEC FUND			
DESIGN ACCESS INC	225.00	435821	
INDUSTRIAL & COMMERCIAL MECHANICAL	12,474.24	435868	
			12,699.24**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,540.75	435814	
TRISTAR RISK MANAGEMENT	3,850.23	435815	
			7,390.98**
SHERIFF'S FORFEITURE FUND			
AVIALL	230.97	435666	
W.W. GRAINGER, INC.	56.57	435691	
AERO PRODUCTS	375.59	435801	
SILSBEE FORD INC	130.20	435883	
VIGILANT SOLUTIONS	97,420.00	435924	
YRC FREIGHT	461.44	435944	
			98,674.77**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,835.50	435625	
CLEAT	306.00	435626	
JEFFERSON CTY. TREASURER	17,400.57	435627	
RON STADTMUELLER - CHAPTER 13	530.00	435628	
INTERNAL REVENUE SERVICE	475.00	435629	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,400.00	435630	
JEFFERSON CTY. COMMUNITY SUP.	9,550.50	435631	
JEFFERSON CTY. TREASURER - HEALTH	461,524.25	435632	
JEFFERSON CTY. TREASURER - PAYROLL	1,606,872.28	435633	
JEFFERSON CTY. TREASURER - PAYROLL	627,028.28	435634	
MONY LIFE INSURANCE OF AMERICA	126.84	435635	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,880.31	435636	
TGSLC	388.77	435637	
UNITED WAY OF BEAUMONT& N JEFFERSON	8.00	435638	
JEFFERSON CTY. TREASURER - TCDRS	596,408.23	435639	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,539.99	435640	
JEFFERSON COUNTY TREASURER	2,688.66	435641	
JEFFERSON COUNTY - TREASURER -	6,964.44	435642	
NECHES FEDERAL CREDIT UNION	51,160.22	435643	
JEFFERSON COUNTY - NATIONWIDE	60,925.55	435644	
TENNESSEE CHILD SUPPORT	115.38	435645	
SBA - U S DEPARTMENT OF TREASURY	168.49	435646	
U S DEPARTMENT OF TREASURY	170.83	435647	
WILLIAM E HEITKAMP	748.53	435648	
JOHN TALTON	2,073.08	435649	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	435650	
BELINDA M ZURITA	230.77	435651	
			3,468,570.32**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,160.00	435838	
			2,160.00**
MARINE DIVISION			
ENTERGY	585.12	435692	
OFFICE DEPOT	150.55	435720	

NAME	AMOUNT	CHECK NO.	TOTAL
RITTER @ HOME	67.11	435731	
SETZER HARDWARE, INC.	48.61	435734	
VERIZON WIRELESS	531.86	435784	
SIERRA SPRING WATER CO. - BT	56.15	435793	
LONG'S TRAILER REPAIR	233.13	435833	
THE DINGO GROUP-PETE JORGENSON MARI	2,155.38	435835	
APPLIED SECURITY TECHNOLOGIES INC	105.00	435898	
			3,932.91**
			4,148,025.52***

AGENDA ITEM **July 17, 2017**

Receive and file executed Interlocal Cooperation Agreement between Constable Bates and Port Arthur Independent School District (Precinct 2 ASAP)

INTERLOCAL COOPERATION AGREEMENT BETWEEN CONSTABLE BATES AND PORT ARTHUR INDEPENDENT SCHOOL DISTRICT (PRECINCT 2 ASAP)

1. PARTIES

1.1 The Parties to this Agreement are Constable of Precinct 2, Christopher Bates ("Constable"), a duly authorized law enforcement officer existing under the laws of the State of Texas, and the PORT ARTHUR INDEPENDENT SCHOOL DISTRICT ("District"), a Texas School district located in Jefferson County.

2. PURPOSE

2.1 The TEX. GOV'T CODE ANN. §791 et seq. (Vernon 1994 & Vernon Supp. 1998) authorizes contracts between state agencies and school districts for the performance of governmental functions and services. The District wants to have the Constable Precinct 2 of Jefferson County, Texas (hereinafter called "Constable"), authorize and direct nine (9) Deputies (hereinafter called "A.S.A.P. deputies), to devote one hundred percent (100%) of their, "working time" per week, to the Absent Student Assistance Project (A.S.A.P.) for the District.

2.2 The District pursuant to TEX. GOV'T CODE ANN, §791.001 et seq. (Vernon 1994 & Vernon Supp. 1998), is willing to pay to Jefferson County fair compensation in an amount equal to one hundered per cent (100%) of the cost to Jefferson County ("County") to supply the A.S.A.P. deputies, including salaries and any additional expenses the Constable may incur in providing the services, so as to enable the Constable to appoint deputies for such purpose.

3. TERM OF THE AGREEMENT

3.1 The term of this Agreement begins on July 12, 2017 and ends on September 30, 2017, unless terminated sooner in accordance with section 7 of this Agreement.

4. CONSTABLE'S RIGHTS AND OBLIGATIONS

4.1 Constable agrees to appoint the above-designated number of A.S.A.P. deputies desired by the District, effective at the beginning of the term mentioned in Paragraph 3 of this agreement, so as to enable (but not require) the Constable to appoint said A.S.A.P. deputies to devote one hundred per cent (100%) of their working time to the A.S.A.P. The time that the A.S.A.P. deputies are on duty for the District, the time the A.S.A.P. deputies are in court in connection with cases arising out of events occurring under the A.S.A.P., the time the A.S.A.P. deputies spend preparing reports and documents pertaining to events occurring under the A.S.A.P., the time the A.S.A.P. deputies spend in making preparations to provide law enforcement for the District, the time the A.S.A.P. deputies spend transporting persons arrested in the District to jail or to the juvenile detention facilities, the time the A.S.A.P. deputies spend investigating crimes or possible crimes committed in the District, and one hundred per cent (100%) of the time the A.S.A.P. deputies are on vacation, one hundred per cent (100%) of the time the A.S.A.P. deputies are on sick leave, and one hundred per cent (100%) of the time the A.S.A.P. deputies receive worker's compensation benefits, if any, or any other paid leave, shall be deemed working time devoted to the District. The items listed above are explanatory and the meaning of "working time devoted to the District and under the A.S.A.P." is not limited to said list.

4.2 District expressly understands and agrees that the A.S.A.P. deputies (if such A.S.A.P. deputies are appointed by the Officer) shall be subject to the control and supervision of the Constable to the same extent as other deputies, and that such A.S.A.P. deputies shall have no duty or obligation to the District or the students, faculty, personnel, or other agents of the District other than those duties and obligations which the Constable's deputies have to the public generally.

4.3 It is also expressly understood and agreed that employment of the A.S.A.P. deputies (if such A.S.A.P. deputies are appointed by the Constable will cease on the date this contract is terminated.

4.4 The County shall maintain payroll records for the ASAP officers, as a routine course of business. The County shall provide payroll records in electronic form to the District with each invoice forwarded to district for payment.

4.5 The County will provide notice to the school district of any expenses incurred over the annual budgeted amount.

5. DISTRICT'S PAYMENT OBLIGATIONS

5.1 For the services provided, the District agrees to pay the County one hundred per cent (100%) of the cost to the County for supplying the law enforcement services, including salaries, benefits, deferred liabilities, insurance, which also includes workers compensation costs, and any additional expenses the County may incur in providing the services of the A.S.A.P. deputies for the term of agreement.

5.2 In addition, the district also agrees to compensate County for hours worked in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay.

5.3 District agrees to reimburse County for all supplies and equipment utilized by A.S.A.P. deputies.

5.4 District expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this Agreement may be terminated by County without further notice. Further, failure of County to make demand for payment due shall not be a waiver of District's obligation to make timely payments.

5.5 District agrees to restrict as part of the district's fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual, compensatory time, and other post-employment benefits related to the A.S.A.P. deputies. This amount will be estimated by the County Auditor's office on an annual basis.

5.6. District agrees to reimburse the County for the purchase of liability automobile insurance to cover expenses and costs associated with the vehicles utilized by the A.S.A.P. officers. The District will be named as an additional insured. The District shall pay any deductible required in addition to damages incurred up to tort limits for accidents occurring while A.S.A.P. deputies are performing duties for PAISD.

6. CONSTABLE'S PREROGATIVE TO APPOINT DEPUTIES

6.1 District further understands and agrees that this Agreement is not intended (nor shall it be construed) to obligate the Constable in any manner whatsoever to assign the A.S.A.P. deputies to devote any portion of their working time to the District, and that County shall have no liability whatsoever to the District other than to refund the money paid by the District to County Pursuant to this Agreement, if the Constable does not assign the A. S. A. P. deputies to devote one hundred per cent (100%) of their working time to the A.S.A.P. Any and all questions as to whether or not the deputies devoted one hundred per cent (100%) of their working time to an area, if a refund is due and the amount of the refund shall be determined by the Jefferson County Auditor and his determination shall be final and conclusive.

6.2 The District shall participate in an annual evaluation of ASAP officers to assess whether each officer has performed satisfactory services for the District.

6.3 If an ASAP officer is no longer agreeable to District because of performance or other employment related concerns on the part of District officials, then the Superintendent of District shall notify the Constable and give the Constable in writing the specific reason(s) for the concerns. The Constable will timely counsel with and attempt to have those issues properly addressed within seven days.

6.4 In the event any ASAP officer is terminated, the District shall be notified in writing, immediately. The County shall defend against payment of any unemployment benefits to any ASAP officers terminated for cause or who voluntary terminates his or her employment with the County.

7. TERMINATION AND DEFAULT

7.1 It is expressly understood and agreed that the period or term of this Agreement may be terminated without cause at any time by either party by giving to the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

7.2 It is further expressly understood and agreed that the period or term of this Agreement may be terminated by Constable with or without notice at any time after District has defaulted in the payment of any obligation hereunder. It is understood and agreed if District shall at any time be in default hereunder, District shall be liable for expenses incurred by County as a result of such default, including, but not limited to attorney's fees and costs. Further, District shall be liable for interest at the rate of one percent (1%) for each month on all past due amount. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any monies due for services rendered hereunder.

7.3 In the event a dispute arises between the County and District concerning any portion of payment due, the District agrees that only payment of the disputed amount may be retained by the District. The parties' further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

8. NOTICE

8.1 Any notice permitted or required to be given to Constable hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Jefferson County Constable Precinct 2
525 Lakeshore Drive
Port Arthur, Texas 77640

Attention: Constable Christopher Bates

Any notice permitted or required to be given to Constable hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Jefferson County Commissioners' Court
1149 Pearl Street
Beaumont, Texas 77701

Attention: Commissioners' Court Clerk

Any notice permitted or required to be given hereunder to the District hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Port Arthur I.S.D.
4801 9th Avenue
Port Arthur, Texas 77642

Such notice shall be deemed given and complete upon deposit of the notice in the United States Mail as aforesaid.

9. MISCELLANEOUS

9.1 The terms and provisions of this agreement constitute the entire agreement between the Constable of Precinct 2 and the District, and no modification of this agreement shall be effective unless in writing and executed by the authorized representative of both parties.

9.2 Upon request by the District, the County Auditor will conduct a payroll review of this Agreement and submit the results to the District within a reasonable time.

9.3 It is understood and agreed that the Office of Constable Christopher Bates and neither it nor any employees agents, or assignees contracted by it, shall be deemed for any purposes to be employees or agents of the District. The Constable's Office assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation disability benefits, and like requirements and obligations.

9.4 To the extent that the Office of Constable Christopher L. Bates will come into possession of student records, incidential to this Agreement, the Constable's office agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that the District is required to furnish information or records of the Office of Constable Christopher L. Bates pertaining to this program pursuant to the Open Records Act, the Constable's Office shall furnish such information and records to the District and the District shall have the right to release such information and records.

9.5 Nothing in this agreement waives or relinquishes any governmental immunities or any other immunities or defenses as a result of the execution, performance, functions or obligations of this Agreement as described herein.

9.6 This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Jefferson County, Texas, for any action under this Agreement.

9.7 This Agreement is executed in three (3) copies, each of which shall have full force and effect of the original Agreement, and each of which shall constitute but one in the same instrument.

9.8 The Constable will provide District with a monthly report of all A.S.A.P. deputies' activities. The A.S.A.P. deputies will attend all scheduled meetings between District officials and Precinct 2. A.S.A.P. deputies will provide home visits to all students appearing on the absentee list. This Officer will make every effort to reach the desired attendance projections for all middle schools within the area of Port Arthur ISD boundaries.

SIGNED in triplicate originals this 11th day of June 2017.

JEFFERSON COUNTY, TEXAS
CONSTABLE, PCT. 2

By _____
Constable Christopher Bates, Precinct 2

PORT ARTHUR INDEPENDENT
SCHOOL DISTRICT

By _____
Rev. Donald Frank, Board President

APPROVED AS TO FORM:

Melody Chappell
Attorney for Port Arthur
Independent School District

APPROVED:

Dr. Mark Porterie
Superintendent of Schools

APPROVED:

Jeff R. Branick
County Judge – Jefferson County, Texas

AGENDA ITEM **July 17, 2017**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Right-of-Way agreement allowing Entergy Texas, Inc. an easement from Jefferson County, Texas along Highway 124.

SEE PAGES 586 - 588

AGENDA ITEM **July 17, 2017**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Right-of-Way agreement allowing Entergy Texas, Inc. an easement from Jefferson County, Texas along Highway 124.

SEE PAGES 586 - 588

Form #2201 Rev. 01/2015

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

This space reserved for office use

STATEMENT OF OFFICER

Statement

I, Bernie Daleo, 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: Drainage District No. 6 Board of Directors

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: July 10, 2017

Signature of Officer

Revised 01/2015

Form #2204 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

Filing Fee: None

This space reserved for office use

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Bernie Daleo, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Drainage District No. 6 Board of Directors of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Bernie Daleo
Signature of Officer

.....

State of Texas)
County of Jefferson)

Sworn to and subscribed before me this 10th day of July, 2017.

(seal)

Signature of Notary Public or Other Officer Administering Oath

JEFF BRANICK
Printed or Typed Name

TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 11/18/2016 - 11/17/2017

Hon. Allison Nathan Getz
Tax Assessor Collector
Jefferson County
PO Box 2112
Beaumont, TX 77704-2112

ID: 239274
Phone: (409) 835-8516
Fax:
Enrollment Date: 11/18/2016

Date	Course	Units
11/18/2016	Excess hours carried from 2016	10.00
02/19/2017	Texas Association of Appraisal Districts Conference	9.25
06/04/2017	Tax Assessor-Collector Association Conference	11.50
06/21/2017	2017 ACT User Conference	13.50

Total Hours for year: 44.25

You have met your continuing education requirements for the period 11/18/2016 - 11/17/2017.

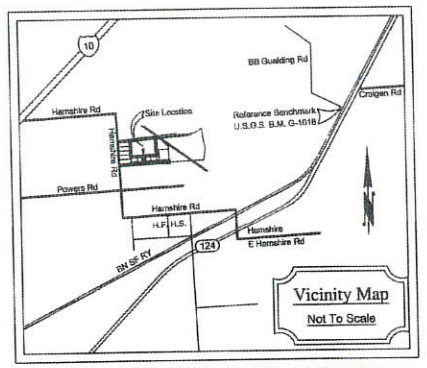
You may carry forward 10.00 hours to the next reporting period.

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d,) and must be filed for record with Commissioners Court.

07/07/2017

Please contact the Tax Assessor-Collectors Association Director of Education by email @ roving@brazoria-county.com with any questions.

THIS PROPERTY IS LOCATED IN "FLOOD ZONE "X & AE" (AREAS OF 100 YEAR FLOOD; BASE FLOOD ELEVATION IN ZONE "AE" IS 14.0) AND IN "FLOOD ZONE C" (AREAS OF MINIMAL FLOODING) AS INDICATED ON THE FEMA FLOOD INSURANCE RATE MAP PANEL4805100150 B AND DATED JANUARY 6, 1983. THE UNDERSIGNED SURVEYOR DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OR SCALE OF FLOOD ZONE INFORMATION SHOWN OR STATED HEREON WHICH IS DERIVED FROM THE ABOVE REFERENCED RATE MAP.



Required Clear Spaces for an OSSF (On Site Sewage Facility) - System installer shall be responsible for current TCEQ requirements

TYPE OF FACILITY	Usage Rate - G.P.D. (without water saving devices)	Required Clear Area for OSSF (in Square feet)	Usage Rate - G.P.D. (with water saving devices)	Required Clear Area for OSSF (in Square feet)
Single Family (1-2 Bedrooms) less than 1500 sq. ft.	225	6428	150	5143
Single Family (3 Bedrooms) less than 2500 sq. ft.	300	8571	240	6857
Single Family (4 Bedrooms) less than 3500 sq. ft.	375	10714	300	8571
Single Family (5 Bedrooms) less than 4500 sq. ft.	450	12857	360	10286
Single Family (6 Bedrooms) less than 5500 sq. ft.	525	15000	420	12000

GENERAL NOTES:

1. REFERENCE BENCHMARK IS U.S.G.S. BENCHMARK, G-1018 ELEVATION 13.40 FEET (GPS ELEVATION 12.74 FEET).

2. TEMPORARY BENCHMARK IS A 5/8 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF PHASE II AND HAS A M.S.L. ELEVATION OF 14.15 FEET.

3. COORDINATES AS SHOWN HEREON ARE GRID COORDINATES, STATE PLANE COORDINATE SYSTEM, NAD27 CONUS, TEXAS SOUTH CENTRAL ZONE.

4. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

5. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT SCHOOL DISTRICT.

6. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

7. WEST JEFFERSON WATER SUPPLY CORPORATION, AN APPROVED WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

8. ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

9. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

10. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

EASY ACRES - PHASE III

FIELD NOTES DESCRIBING AN 23.040 ACRE TRACT OF LAND LYING IN THE CHRISTOPHER TEAL SURVEY, ABSTRACT NO. 204, IN JEFFERSON COUNTY, TEXAS, OUT OF A CALLED 60.765 ACRE TRACT OF LAND AND BEING MORE PARTICULARLY DESCRIBED IN A DEED TO PAMELA A. SIMINO, ET UX, RECORDED IN CLERK'S FILE NO. 2004045848 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL OF THE HORIZONTAL CONTROL IS REFERRED TO THE CALLED BEARING OF EAST ON THE SOUTH LINE AS CALLED FOR IN THE SAID 60.765 ACRE TRACT.

COMMINCING AT AN IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF EASY ACRES - PHASE - I TO JEFFERSON COUNTY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED IN COUNTY CLERKS FILE NO. 2001029425 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS. SAID POINT OF BEGINNING HAS A STATE PLANE COORDINATE VALUE OF Y: 770,872.80, AND X: 3,483,675.83;

THENCE NORTH 00°09'28" WEST ALONG AND WITH THE EAST LINE OF PHASE - I FOR A DISTANCE OF 300.00 FEET TO AN IRON ROD SET FOR THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE SOUTHWEST CORNER OF EAST ACRES - PHASE III.

THENCE CONTINUING NORTH 00°09'28" WEST ALONG AND WITH THE EAST LINE OF PHASE - I, PASSING AN IRON ROD AT A DISTANCE OF 712.75 FEET FOUND AT THE NORTHEAST CORNER OF TRACT 6 OF PHASE - I, AND CONTINUING FOR A TOTAL DISTANCE OF 777.75 FEET THE NORTHWEST CORNER OF PHASE III, IN THE SOUTH LINE OF A DRAINAGE EASEMENT CONVEYED TO DRAINAGE DISTRICT #6 DESCRIBED IN A DEED RECORDED IN F.C. 2001029425 O.P.R.J.C.)

THENCE NORTH 86°51'32" EAST ALONG THE NORTH LINE OF THE SAID DRAINAGE EASEMENT FOR A DISTANCE OF 1,212.45 FEET TO A POINT FOR THE NORTHEAST CORNER OF PHASE - I.

THENCE SOUTH 00°29'33" EAST ALONG AND WITH THE EAST LINE OF PHASE - I, PASSING AN IRON ROD SET AT A DISTANCE OF 64.92 FEET FOR THE NORTHEAST CORNER OF TRACT 3 OF PHASE - I AND CONTINUING FOR A TOTAL DISTANCE OF 844.13 FEET TO AN IRON SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE N.E. COR. OF PHASE - II.

THENCE WEST ALONG THE NORTH LINE OF PHASE - II AND THE SOUTH LINE OF PHASE III FOR A DISTANCE OF581.02 FEET TO AN IRON ROD SET FOR THE NORTHWEST CORNER OF LOT 1 BLOCK 2 OF PHASE - II AND THE SOUTHWEST CORNER OF TRACT 5 IN THE EAST LINE OF A 60' PRIVATE STREET EASEMENT.

THENCE SOUTH 00°09'28" WEST ALONG AND WITH THE EAST LINE OF THE SAID STREET EASEMENT AND THE WEST LINE OF LOT 1 BLOCK 2 OF PHASE - II FOR A DISTANCE OF 300.00 FEET TO AN IRON ROD SET FOR THE SOUTHWEST CORNER OF LOT 1 BLOCK 2 OF PHASE - II IN THE NORTH LINE OF SIMINO DRIVE.

THENCE WEST ALONG THE NORTH LINE OF SIMINO DRIVE AND THE SOUTH LINE OF PHASE III FOR A DISTANCE OF60.00 FEET TO AN IRON ROD SET FOR THE SOUTHEAST CORNER OF LOT 2 BLOCK 1 OF PHASE - II .

THENCE NORTH 00°09'28" EAST ALONG AND WITH THE WEST LINE OF THE SAID STREET EASEMENT AND THE EAST LINE OF LOT 1 BLOCK 2 OF PHASE - II FOR A DISTANCE OF 300.00 FEET TO AN IRON ROD SET FOR THE NORTHEAST CORNER OF LOT 2 BLOCK 1 OF PHASE - II BEING THE SOUTHEAST CORNER OF TRACT I OF PHASE - III.

THENCE WEST ALONG THE NORTH LINE OF BLOCK I OF PHASE - I AND THE SOUTH LINE OF PHASE III AND THE SOUTH LINE OF TRACT 1 FOR A DISTANCE OF 579.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 23.040 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS THE ____DAY OF_____, 2017, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

_____
COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

_____
COMMISSIONER PRECINCT NO.1
JEFFERSON COUNTY, TEXAS

_____
COMMISSIONER PRECINCT NO.2
JEFFERSON COUNTY, TEXAS

_____
COMMISSIONER PRECINCT NO.3
JEFFERSON COUNTY, TEXAS

_____
COMMISSIONER PRECINCT NO.4
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF JEFFERSON

I_____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED IN MY OFFICE ON THE _____DAY OF _____, 20___, AT _____O'CLOCK __M., AND DULY RECORDED ON THE _____DAY OF _____, 20___, AT _____O'CLOCK __M., IN THE PLAT RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK_____, PAGE_____.

_____
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOWN ALL MEN BY THESE PRESENTS, THAT I PAMELA A. SIMINO, OWNER OF 60.765 ACRES OF LAND OUT OF THE CHRISTOPHER TEAL SURVEY, ABSTRACT NO. 204, JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED NOVEMBER 19, 2004, AND RECORDED IN C.C.F. NO. 2004 045848, JEFFERSON COUNTY PUBLIC RECORDS, DO HEREBY SUBDIVIDE 8.010 ACRES OF LAND OUT OF THE 60.765 ACRES, TO BE KNOWN AS EASY ACRES, PHASE II, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS 12th DAY OF July, 2017

Pamela A. Simino
PAMELA A. SIMINO

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PAMELA A. SIMINO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THE SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE THIS 12th DAY OF July, 2017

Romney J. Nedd
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

ROMNEY J. NEDD
Notary Public, State of Texas
Comm. Expires 06-15-2021
Notary ID# 12533364-6

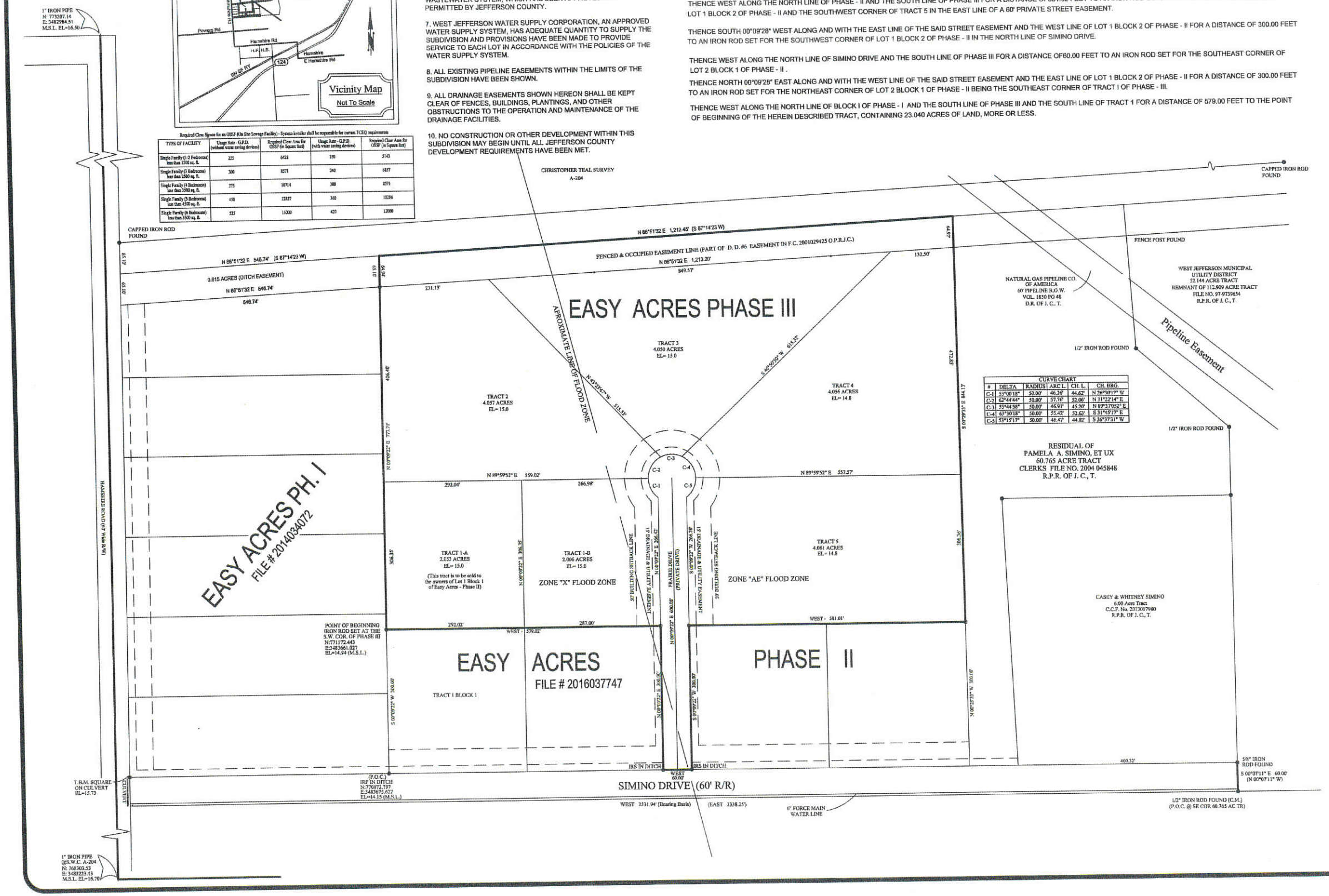
I, DON RAO, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

_____
DIRECTOR OF ENGINEERING

I, STEVEN RAY BOUCHER, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

Steve Boucher
STEVEN RAY BOUCHER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5056

STATE OF TEXAS REGISTERED
STEVEN RAY BOUCHER
5056
PROFESSIONAL LAND SURVEYOR



Survey Plat Showing an
AMMENDED PLAT OF A
23.040 Acre Tract
EASY ACRES
Phase III
As Filed in clerk's File No. 2017022628
Official Public Records of Jefferson County, Texas
Tract being out of a Called
60.765 Acre Tract
Per Deed Recorded in
(Clerk's Fils No. 2004045848)
Official Public Records of Jefferson County, Texas
Christopher Teal Survey
Abstract 204
Jefferson County, Texas
JULY 11, 2017

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 17th day of July, 2017, 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, *RAMON RODRIGUEZ*, has devoted 33 years of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *RAMON RODRIGUEZ,* has dedicated his talents and valuable services as an Attorney in the District Attorney's Office; and

WHEREAS, *RAMON RODRIGUEZ,* known for his high standards of professionalism and personal integrity, Ramon won the respect of his colleagues, elected officials and other county employees; and

WHEREAS, having made a significant contribution to the Jefferson County District Attorney's Office ***RAMON RODRIGUEZ***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by his friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend ***RAMON RODRIGUEZ*** for his dedicated service as an employee of Jefferson County and wishes him well in his retirement.

SIGNED this 17th day of July, 2017.

JEFF R. BRANICK
County Judge

EDDIE ARNOLD
Commissioner, Precinct No. 1

MICHEAL S. SINEGAL
Commissioner, Precinct No. 3

BRENT A. WEAVER
Commissioner, Precinct No. 2

EVERETTE D. ALFRED
Commissioner, Precinct No. 4

COMPILED FINANCIAL STATEMENTS
OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

FOR FISCAL YEAR COMMENCING OCTOBER 1, 2015
THROUGH SEPTEMBER 31, 2016

TO

COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS §
§
§
COUNTY OF JEFFERSON §

AFFIDAVIT IN SUPPORT OF COMPILED FINANCIAL STATEMENTS OF JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

BEFORE ME, the undersigned Notary Public, on this 13 day of July, 2017, personally appeared Sue Haver, who, by me being sworn, on his oath says:

"I am Sue Haver. I am over the age of eighteen (18) and am competent to be a witness in this matter. I am of sound mind and capable of making this sworn statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement I may be held criminally responsible.

I reside at 12095 Dishman Road, Beaumont, Texas 77713, which address is within the boundaries of Jefferson County Emergency Services District No. 1 ("District"). I am Treasurer of the Board of Commissioners of said District and familiar with the records of said District, having served as its Treasurer throughout the fiscal year beginning October 1, 2015, through September 30, 2016.

Attached to this affidavit are true and correct copies of the minutes of the meetings from October 2015 through October 2016 in which the District's financial reports were presented and approved by the Board. October 2016 is included because the District made adjustments to the 2015-2016 Budget at this meeting. Also, attached to each set of minutes are the District financial reports presented and the financial reports of the Jefferson County Emergency Service District No. 1, Inc. ("Provider") presented for each month.

I hereby certify the accuracy and authenticity of Attachment documents. Each month, as Treasurer, I present to the entire board the financial statement for the previous month. Thereafter, in open session, the board reviewed said statement and either approved the statement as written or with necessary amendments. The same is true as to the minutes of the Board.

Further, I reviewed each month's bank statements from banks holding funds of the District against financial reports and verified as consistent with the monthly financial reports of the District.

The Provider is not a part of the District but is an independent non-profit corporation that receives District funds in order to maintain and operate fire protection equipment and assets

purchased with District funds. Each month, at the Regular Board meeting, the Board reviews the Provider's financial reports as attached to each set of minutes. Beginning in August of 2016, the Provider also began providing Bank Statements, which are also attached to the minutes. I certify such statements of the Provider are consistent with the Board's intention and there appears to be no discrepancy in such statements.

The statements are compiled to satisfy statutory requirements of the Texas Health and Safety Code Section 775.0821, which provides that certain small districts are exempt from the requirement to file an annual audit if such district meets the following requirements: (1) did not have outstanding bonds or any outstanding liabilities having a term of more than one year during the previous fiscal year; (2) did not receive more than $250,000 in gross receipts from operations, loans, taxes or contributions during the previous fiscal year; and, (3 did not have a total of more than $250,000 in cash and temporary investments during the previous fiscal year. Upon oath, I swear Jefferson County Emergency Services District No. 1 satisfies all the foregoing requirements."

Signed this day 13th of July, 2017

Signature of Affiant

Sue Haver
Affiant

STATE OF TEXAS §
§
§
COUNTY OF JEFFERSON §

Sworn to and subscribed before me on the 13th day of July, 2017, by Sue Haver (name of signer).

Notary Public's Signature

JOSHUA C. HEINZ
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 09-16-2017
NOTARY ID 11319879

JCESD # 1

Monthly Financial Report

	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
Wells Fargo Checking Account												
Beginning Balance	$27,925.68	$25,265.41	$26,277.18	$35,723.91	$53,173.22	$111,962.06	$125,026.67	$86,862.99	$88,046.37	$90,736.21	$92,277.72	$94,184.71
Credits												
Tax Deposit	373.66	1,010.80	10,947.36	60,606.41	58,785.06	17,098.09	4,516.07	1,198.38	2,961.40	1,541.51	2,421.99	1,068.33
Interest	1.07	0.97	1.36	2.62	3.78	4.82	2.04	0.00	0.00	0.00	0.00	0.00
Service Charge Reversal							419.78	0.00	30.00	15.00		30.00
Total Credits	$374.73	$1,011.77	$10,948.72	$60,609.03	$58,788.84	$17,102.91	$4,937.89	$1,198.38	$2,991.40	$1,556.51	$2,421.99	$1,098.33
Total Debits	(3,035.00)	0.00	(1,501.99)	(43,159.72)	0.00	(4,038.30)	(43,101.57)	(15.00)	(301.56)	(15.00)	(515.00)	(5,790.72)
Ending Balance	$25,265.41	$26,277.18	$35,723.91	$53,173.22	$111,962.06	$125,026.67	$86,862.99	$88,046.37	$90,736.21	$92,277.72	$94,184.71	$89,492.32
Wells Fargo Savings Account												
Beginning Balance	$3,681.53	$3,681.62	$3,681.71	$3,681.81	$3,681.90	$3,681.99	$3,682.08	$3,682.17	$3,682.27	$3,682.36	$3,682.45	$3,682.55
Interest Earned	0.09	0.09	0.10	0.09	0.09	0.09	0.09	0.10	0.09	0.09	0.10	0.32
Deposits												23,757.72
Ending Balance	$3,681.62	$3,681.71	$3,681.81	$3,681.90	$3,681.99	$3,682.08	$3,682.17	$3,682.27	$3,682.36	$3,682.45	$3,682.55	$27,440.59
Capitol One Savings Account (Quarterly)												
Beginning Balance	$23,712.17	$23,712.17	$23,712.17	$23,724.13	$23,724.13	$23,724.13	$23,735.93	$23,735.93	$23,735.93	$23,747.73	$23,747.73	$23,747.73
Interest Earned	0.00	0.00	11.96	0.00	0.00	11.80	0.00	0.00	11.80	0.00	0.00	9.99
Debits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(23,757.72)
Ending Balance	$23,712.17	$23,712.17	$23,724.13	$23,724.13	$23,724.13	$23,735.93	$23,735.93	$23,735.93	$23,747.73	$23,747.73	$23,747.73	$0.00
RECAPITULATION												
Wells Fargo Checking	25,265.41	26,277.18	35,723.91	53,173.22	111,962.06	125,026.67	86,862.99	88,046.37	90,736.21	92,277.72	94,184.71	89,492.32
Wells Fargo Savings	3,681.62	3,681.71	3,681.81	3,681.90	3,681.99	3,682.08	3,682.17	3,682.27	3,682.36	3,682.45	3,682.55	27,440.59
Capitol One Savings	23,712.17	23,712.17	23,724.13	23,724.13	23,724.13	23,735.93	23,735.93	23,735.93	23,747.73	23,747.73	23,747.73	0.00
Total Liquid Assets	$52,659.20	$53,671.06	$63,129.85	$80,579.25	$139,368.18	$152,444.68	$114,281.09	$115,464.57	$118,166.30	$119,707.90	$121,614.99	$116,932.91

Checking Ledger

	Category	Payee	Check #	Date	Amount	Cleared	Outstanding
1	Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
2	SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
3	Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
4	JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
5	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
6	Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
7	Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
8	Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
9	JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
10	VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
11	JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
12	Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
13	Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
14	Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
15	Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
16	Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
17	Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
18	JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
19	Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
20	Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
21	Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
22	Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
23	Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
24	SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
25	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
26	1st Quarter Entity Allotments	JCAD	1366	12/10/2015	(361.63)	Y	
27	Fire Department Expenses	JC ESD #1, INC	1367	1/19/2016	(42,739.94)	Y	
28	Client Analysis Service Chg.	Wells Fargo Bank	Debit	1/11/2016	(419.78)	Y	
29	SAFE-D Conference Reimburse.	Sue Haver	1368	3/15/2016	(595.30)	Y	
30	Property Insurance	VFIS	1369	3/15/2016	(3,443.00)	Y	
31	Void	Void	1370	3/15/2016	0.00		
32	2nd Quarter Entity Allocation	JCAD	1371	4/19/2016	(361.63)	Y	
33	Fire Department Expenses	JC ESD #1, INC	1372	4/19/2016	(42,739.94)	Y	
34	Wire Transfer Fee	Wells Fargo Bank	Debit	5/6/2016	(15.00)	Y	
35	JCAD Fees	JCAD	1373	6/22/2016	(286.56)	Y	
36	Wire Transfer Fee	Wells Fargo Bank	Debit	6/2/2016	(15.00)	Y	
37	Josh Heinz, Attorney	Attorney Fee	1374	8/16/2016	(250.00)	Y	
38	Hubert Oxford, IV	Attorney Fee	1375	8/16/2016	(250.00)	Y	
39	Wire Transfer Fee	Wells Fargo Bank	Debit	8/4/2016	(15.00)	Y	
40	Josh Heinz, Attorney	Attorney Fee	1376	9/20/2016	(250.00)	Y	
41	Hubert Oxford, IV	Attorney Fee	1377	9/20/2016	(250.00)	Y	
42	JCAD Fees	JCAD	1378	9/20/2016	(286.55)	Y	
43	URELIFT GULF COAST	Repairs to Fire Station Apron	1379	9/20/2016	(3,989.17)	Y	
44	CHRIS GONZALES	Contract Administrator 2 months	1380	9/20/2016	(1,000.00)	N	
45	JULIE LAFLAMME	Contract Asst. Admin. 2 months	1381	9/20/2016	(1,000.00)	Y	
46							

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Budget Worksheet Fiscal Year
October 1, 2015 - September 30, 2016

	2015-2016 Budget	Actual for 2015-2016	Difference Bw Budget and Actual	% Used Budget v. Actual	Budget Amendment 1	Difference Bw Budget and Actual	% Used Budgement Amend. 1 v. Actual
VFIS Property Insurance	3,500.00	(3,443.00)	57.00	98.37%	3,500.00	57.00	98.37%
Fire Dept. M & O	86,000.00	(85,479.88)	520.12	99.40%	86,000.00	520.12	99.40%
Board Liability Insurance	1,562.00	0.00	1,562.00	0.00%	1,562.00	0.00	0.00%
Legal Expenses	3,500.00	(1,000.00)	2,500.00	28.57%	3,500.00	2,500.00	28.57%
Jefferson Co. Tax Collector Fees	1,200.00	(990.36)	209.64	82.53%	1,200.00	209.64	82.53%
Office, Postage, Operations, Misc.	275.00	0.00	275.00	0.00%	275.00	275.00	0.00%
JCAD Fees	1,600.00	(1,296.37)	303.63	81.02%	1,600.00	303.63	81.02%
Accounting Expenses	1,200.00	0.00	1,200.00	0.00%	0.00	0.00	0.00%
Audit Expenses	6,500.00	(3,000.00)	3,500.00	46.15%	3,000.00	0.00	0.00%
Certification, Travel, Education	2,500.00	(630.30)	1,869.70	25.21%	2,500.00	1,869.70	0.00%
Contingency	5,000.00	0.00	5,000.00	0.00%	3,700.00	3,700.00	0.00%
SETRPC	150.00	(150.00)	0.00	100.00%	150.00	0.00	100.00%
Staff	0.00	(2,000.00)	(2,000.00)		2,000.00	0.00	100.00%
Maintenance & Repairs	0.00	(3,989.17)	(3,989.17)		4,000.00	10.83	99.73%
Reserve Fund	45,000.00	0.00	45,000.00	0.00%	45,000.00	45,000.00	0.00%
Wells Fargo Wire Transfer Charges		(75.00)					
	157,987.00	**(101,979.08)**	**56,007.92**		**157,987.00**	**54,445.92**	

November 2015-Minutes

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

MINUTES OF REGULAR MEETING OF NOVEMBER 13, 2015

The meeting was called to order by President Lavon Jones, with a quorum declared present.

Members Present:	Lavon Jones, President Sue Haver, Treasurer Sonny Wadenpfuhl, Secretary
Member(s) Absent:	None
Fire Department:	None present

1. The invocation was offered by President Jones.

2. There were no reports from the fire department.

3. Minutes of the October 20, 2015 meeting were read, and on motion of Member Haver and seconded by President Jones, the minutes were *approved.*

4. Treasurer Haver presented the ESD-1 financial statements for October 2015, showing a balance of $52,659.20. On motion by Member Wadenpfuhl and seconded by President Jones, the financial statement was *approved.*

5. On a motion by Member Haver, and seconded by Member Wadenpfuhl, a Resolution adopting the 2015 Tax Roll was *approved.*

6. On a motion by Member Haver, and seconded by President Jones, the board approved and authorized the signees for the Capitol One Bank Savings Account (Lavon Jones, Sue Haver, Karl Wadenpfuhl, present members), and authorized the deletion of signees (Rebecca Ford, Larry Landry, Jimmy Grimes, former members). Motion *passed.*

7. Member Haver recommended using the online version of QuickBooks Plus at $39.95 per month. On a motion by Member Haver, and seconded by President Jones, a monthly Automated Clearing House withdrawal from the ESD-1 Wells Fargo Checking Account was *approved.*

8. The discussion on employing persons to "man" the firehouse during the day will be explored further at a later meeting.

9. On a motion by President Jones and seconded by Member Wadenpfuhl, payment of $150.00 to the Southeast Regional Planning Commission for annual dues was *approved.*

10. President Jones moved that we authorize Member Haver to pay all bills presently due, and that may come due, during the month of December, subject to ratification at the January 2016 meeting. After second by Member Wadenpfuhl, the motion *passed.*

There will be no December meeting.

President Jones declared the meeting adjourned.

Minutes prepared by Secretary Wadenpfuhl

October 2015-District Financials

JCESD # 1 September 2016 Financial Report

Monthly Financial Report

	Sep-15	Oct-15
Wells Fargo Checking Account		
Beginning Balance	$39,277.68	$27,925.68
Credits		
Tax Deposit	1,216.81	373.66
Interest	1.49	1.07
Service Charge Reversal		
Total Credits	$1,218.30	$374.73
Total Debits	(12,570.30)	(3,035.00)
Ending Balance	$27,925.68	$25,265.41
Wells Fargo Savings Account		
Beginning Balance	$3,681.44	$3,681.53
Interest Earned	0.09	0.09
Deposits		
Ending Balance	$3,681.53	$3,681.62
Capitol One Savings Account (Quarterly)		
Beginning Balance	$23,725.21	$23,712.17
Interest Earned	11.96	0.00
Debits	(25.00)	0.00
Ending Balance	$23,712.17	$23,712.17
RECAPITULATION		
Wells Fargo Checking	27,925.68	25,265.41
Wells Fargo Savings	3,681.53	3,681.62
Capitol One Savings	23,712.17	23,712.17
Total Liquid Assets	$55,319.38	$52,659.20

	Checking Ledger						
	Category	Payee	Check #	Date	Amount	Cleared	Outstanding
1	Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
2	SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
3	Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
4	JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
5	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
6	Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
7	Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
8	Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
9	JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
10	VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
11	JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
12	Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
13	Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
14	Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
15	Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
16	Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
17	Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
18	JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
19	Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
20	Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
21	Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
22	Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
23	Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
24							

60

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Analyzed Business Checking Plus PF

Account number: **9568229700** ■ October 1, 2015 - October 31, 2015 ■ Page 1 of 2
Image count: 5

reconciled

EOENSSDTWF 004244

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

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Portland, OR 97228-6995

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Account summary

Analyzed Business Checking Plus PF

Account number	*Beginning balance*	*Total credits*	*Total debits*	*Ending balance*
9568229700	$39,950.68	$374.73	-$15,060.00	$25,265.41

Interest summary

Annual percentage yield earned this period	0.05%
Interest earned during this period	$1.07
Year to date interest and bonuses paid	$26.52

Credits

Electronic deposits/bank credits

Effective date	*Posted date*	*Amount*	*Transaction detail*
	10/02	373.66	WT Seq#53032 Jefferson County /Org=Jefferson County Srf# IN15100208052771 Trn#151002053032 Rfb# 000010111
10/31	10/30	1.07	Interest Payment
		$374.73	**Total electronic deposits/bank credits**
		$374.73	**Total credits**

EOENSSDTWF 004244 NNNNNNNNN NNN NNN 001 002 808 032607 11359049.1.1

Debits

Checks paid

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
1357	275.00	10/01	1361	1,750.00	10/06	1363	35.00	10/21
1360*	10,000.00	10/01	1362	3,000.00	10/26			

$15,060.00 **Total checks paid**

* *Gap in check sequence.*

$15,060.00 **Total debits**

Daily ledger balance summary

Date	Balance	Date	Balance	Date	Balance
09/30	39,950.68	10/06	28,299.34	10/26	25,264.34
10/01	29,675.68	10/21	28,264.34	10/30	25,265.41
10/02	30,049.34				

Average daily ledger balance **$27,976.51**

0326O8

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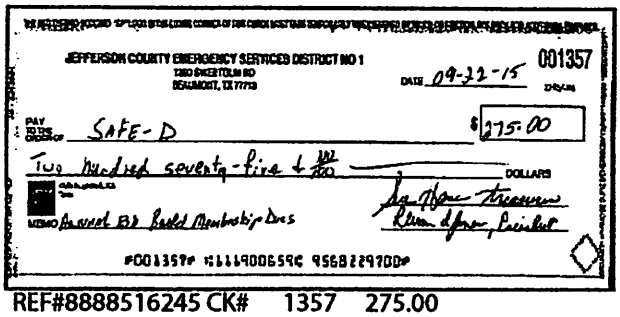
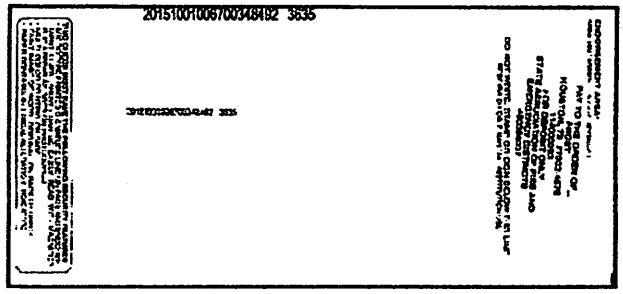
WELLS FARGO

Check Images


JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7280 SPIRETOWN RD
BEAUMONT, TX 77713
001357
DATE 09-22-15
PAY TO THE ORDER OF SAFE-D $ 275.00
Two Hundred seventy-five & 00/100 DOLLARS
MEMO Reward Bd Build Ambulance Dues
Sig Hour Treasurer
Ken Joyce, President
#001357# ⑆111900659⑆ 9568229700#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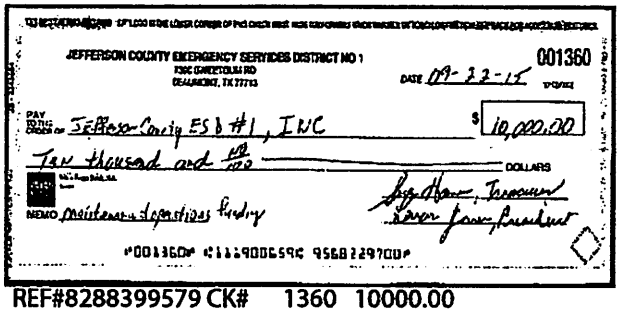
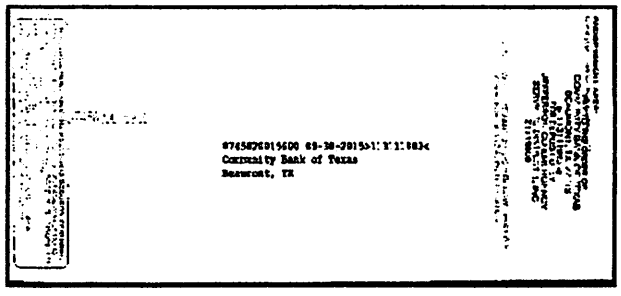
RESERVED FOR FINANCIAL INSTITUTION USE

REF#8888516245 CK# 1357 275.00


JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7280 SPIRETOWN RD
BEAUMONT, TX 77713
001360
DATE 09-22-15
PAY TO THE ORDER OF Jefferson County ESD #1, INC $ 10,000.00
Ten thousand and 00/100 DOLLARS
MEMO Maintenance Operations Funding
Sig Hour, Treasurer
Ken Joyce, President
#001360# ⑆111900659⑆ 9568229700#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Beaumont, TX

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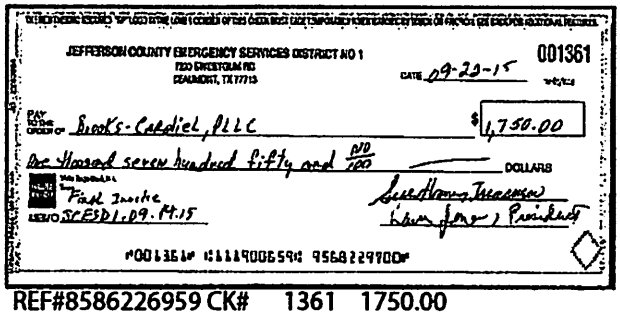
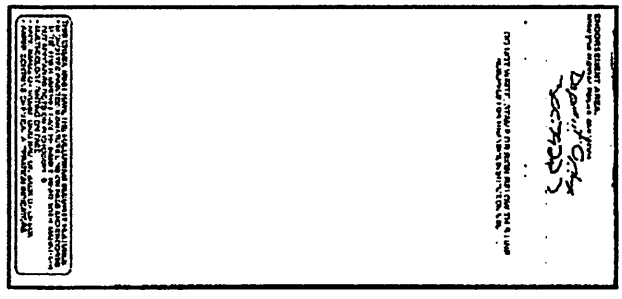

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7280 SPIRETOWN RD
BEAUMONT, TX 77713
001361
DATE 09-22-15
PAY TO THE ORDER OF Brooks-Cardiel, PLLC $ 1,750.00
One Thousand seven hundred fifty and 00/100 DOLLARS
MEMO Final Invoice SCESD1.09.Mt.15
Sue Hour, Treasurer
Ken Joyce, President
#001361# ⑆111900659⑆ 9568229700#



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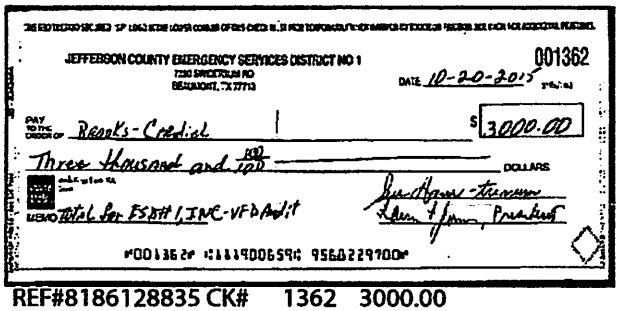
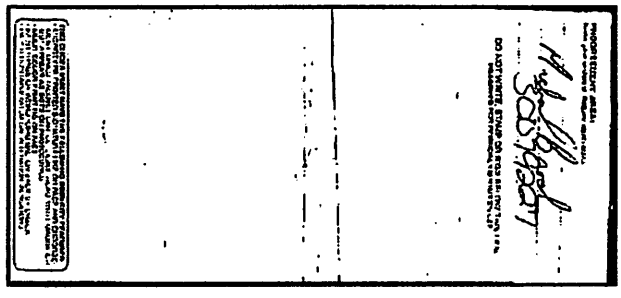

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7280 SPIRETOWN RD
BEAUMONT, TX 77713
001362
DATE 10-20-2015
PAY TO THE ORDER OF Brooks-Cardiel $ 3000.00
Three Thousand and 00/100 DOLLARS
MEMO Partial for ESD#1, INC-VFD Audit
Sue Hour, Treasurer
Ken Joyce, President
#001362# ⑆111900659⑆ 9568229700#



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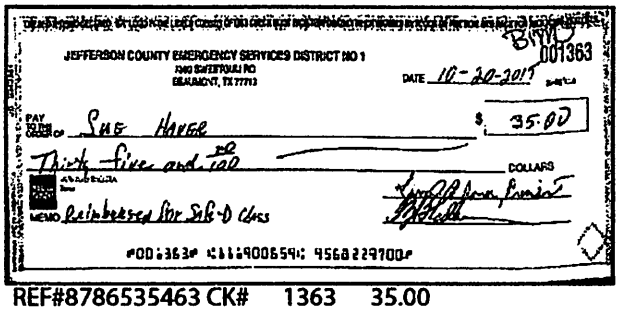
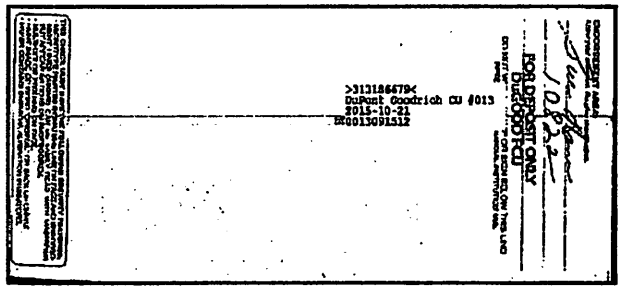

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7280 SPIRETOWN RD
BEAUMONT, TX 77713
001363
DATE 10-20-2015
PAY TO THE ORDER OF Sue Hayes $ 35.00
Thirty-five and 00/100 DOLLARS
MEMO Reimbursed for SAR-D Class
Sue Hour, Treasurer
#001363# ⑆111900659⑆ 9568229700#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DuPont Goodrich CU #013
2015-10-21
ER0013091512
FOR DEPOSIT ONLY
DUPONT GOODRICH CU

REF#8786535463 CK# 1363 35.00

EOENSSDTWF 004244 NNNNNNNNN NNN NNN 002 002 808 032609 11359049.1.1

Business Market Rate Public Funds

Account number: **7935613534** ■ October 1, 2015 - October 31, 2015 ■ Page 1 of 4

037004 1 AV 0.391 334156

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

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Activity summary

Beginning balance on 10/1	$3,681.53
Deposits/Credits	0.09
Withdrawals/Debits	- 0.00
Ending balance on 10/31	**$3,681.62**
Average ledger balance this period	$3,681.53

Account number: **7935613534**
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
Texas/Arkansas account terms and conditions apply
For Direct Deposit use
Routing Number (RTN): 111900659
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.09
Average collected balance	$3,681.53
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.09
Interest paid this year	$0.92

DCRF11UTLC 037004 NNNNNNNNN NNN NNN 001 002 808 148407 11358289.2

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
10/30	Interest Payment	0.09		3,681.62
Ending balance on 10/31				**3,681.62**
Totals		**$0.09**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 10/01/2015 - 10/31/2015	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,681.53 ☑
• Average collected balance	$5,000.00	$3,682.00 ☐

YD/YD

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148408

October 2015-Department Financials

Jefferson County Emerge) Services District # 1, Inc.

	October 2016 $ Budget Amount	October Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67			0.00%
2. Vehicle, A&S & Contents Pkg Insurance	$15,500.00			0.00%
3. Workman's Comp,	$1,000.00			0.00%
4. Vehicle Maint/Repair/Pump Recertification ($3600 Leak Repair)	$7,500.00			0.00%
5. Equipment Maint/Repair/Purchase	$1,000.00			0.00%
6. Fuel	$2,500.00	$64.49	$64.49	2.58%
7. Bunker Gear Maintenance/Purchase	$2,500.00			0.00%
8. Radio & Pager Maintenance/Purchase	$3,000.00			0.00%
9. Uniform Maintenance/Purchases	$1,500.00			0.00%
10. Telephone Service (Phone/Fax/Security)	$1,400.00	$109.37	$109.37	7.81%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00			0.00%
13. Print/Copy/Office Supplies	$2,170.33			0.00%
14. Fire Training	$1,000.00			0.00%
15. Medical Training (CPR & Other)	$2,500.00			0.00%
16. Medical Supplies/Oxygen	$2,500.00			0.00%
17. Organizational Dues	$400.00			0.00%
18. Miscellaneous *(See Itemized Listing)	$2,000.00			0.00%
19. Utilities (Electric, Gas)	$3,000.00	$305.94	$305.94	10.20%
20. Internet & TV	$1,400.00	$105.98	$105.98	7.57%
21. Accounting - CPA & IRS & Audit	$5,000.00			0.00%
22. Annual Air Pak Testing	$600.00			0.00%
23. Annual Fire Hose Testing	$2,200.00			0.00%
24. SCBA Air Pak Testing/Machine (MES) (Hydro test every 3 yrs)	$700.00			0.00%
25. Defibrillator Testing (Physio-Control)	$1,700.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags, Station Washing)	$2,000.00			0.00%
28. Annual Generator PM	$500.00			0.00%
TOTALS	**$92,275.00**	**$585.78**	**$585.78**	**0.63%**
Balance in Checking- Rolled Over $15383.71	**$107,658.72**	**$585.78**	**$585.78**	**0.54%**

Jefferson County Emerge) Services District # 1, Inc.

October 2016

September EXPENDITURES				
Payee	Reason	Amount	Date	Check #
Entergy	Station Electricity 8/31 - 9/20/2016	$269.09	11-Oct	1984
Card Service Center (M/C) x1379	Fuel $64.49	$64.49	11-Oct	1985
Verizon	Internet Access 9/2 - 10/1/2016	$37.99	11-Oct	1986
DirecTv	Television Service 10/7 - 11/6/2016	$67.99	18-Oct	1987
AT&T	Phone, Fax & Security Lines 10/17 - 11/16/2016	$109.37	18-Oct	1988
CenterPoint Energy	Station Gas 9/19 - 10/18/2016	$36.85	25-Oct	1989
TOTAL		**$585.78**		

Jefferson County Emerge) Services District # 1, Inc.
October 2016

Community Bank Checking

Beginning Balance	**$15,383.71**
Withdrawals - Checks Written	**-$585.78**
Withdrawals - Debit for Vendor	
Transfers	
Deposits*	**$46,137.50**
Ending Balance	**$60,935.43**

Community Bank Statement

$60,995.43 Ending October Balance

Outstanding Checks

Mark Mann - Unit #58	-$10.00	Check #1771
Mark Mann - Unit #58	-$5.00	Check #1824
Jordan Gonzales - Unit #34	-$35.00	Check #1937
Mark Mann - Unit #58	-$10.00	Check #1943

$60,935.43 Community Bank Balance

Deposits to Community Bank

Jefferson Co. ESD #1 - 1/2 Budget 2016-2017	$46,137.50
	$46,137.50

Jefferson County Emerge) Services District # 1, Inc.
October 2016

Expenditures

***Itemized Expenditures**

18. Miscellaneous Expenitures Detailed

	$0.00

Total Misc. Expenitures

Volunteers **Checking Account**	**$13,401.60**
Deposits	
Withdrawals	
Transfer	
Fees	
Savings/Checking Balance	**$13,401.60**

$0.00

January 2016-Minutes

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

MINUTES OF REGULAR MEETING OF JANUARY 19, 2016

The meeting was called to order by President Lavon Jones, with a quorum declared present.

Members Present:	Lavon Jones, President Sue Haver, Treasurer Sonny Wadenpfuhl, Secretary John Johnson, New Member
Member(s) Absent:	None
Fire Department:	Chris Gonzales, Chief Julie LaFlamme, Administrative Assistant

1. The invocation was offered by President Jones.

2. Julie LaFlamme presented fire department finance reports for November and December, 2015. No run reports available.

3. Minutes of the January 19, 2016 meeting were read, and on motion of Member Haver and seconded by Member Johnson, the minutes were *approved* unanimously.

4. Treasurer Haver presented the ESD-1 financial statements for November & December 2015, showing balances of $53,671,06, and $63,129.85, respectively. On motion by Member Haver and seconded by Member Johnson, the financial statements were *approved* unanimously.

5. On a motion by Member Johnson, and seconded by Member Wadenpfuhl, the board *ratified* unanimously a payment of $361.63 to Jefferson County Appraisal District for the 2016 First Quarter Entity Allotment.

6. Motion was made by Member Johnson to fund the non-profit fire department in the amount of $42,739.94, representing one-half of its maintenance and operation budget for the current fiscal year. Seconded by Member Wadenpfuhl, the motion *passed* unanimously.

7. Motion was made by Member Haver and seconded by Member Wadenpfuhl to remove retired member Zane Bledsoe as a signatory to the Wells Fargo checking account, and replace him with Member John Johnson. Motion *passed* unanimously.

8. Motion was made by Member Haver and seconded by Member Johnson to remove Melody Pettit, who has resigned the board, as representative to the Southeast Texas Regional Planning Commission, and decision for a replacement deferred to a future meeting. Motion *passed* unanimously.

9. On a motion made by Member Johnson and seconded by Member Wadenpfuhl, two members of the fire department, and one board member are authorized to attend the SAFE-D Conference in Galveston, with funding approved, subject to the travel policy of ESD-1. Motion *passed* unanimously.

10. A motion was made by Member Wadenpfuhl, and seconded by Member Johnson, to authorize Treasurer Haver to apply for a credit card at Wells Fargo Bank for the sole purpose of paying for the online Quickbooks service which the treasurer utilizes for ESD-1 accounts. This credit card will have a $10,000 limit. Motion *passed* unanimously.

11. President Jones appointed a committee of two, John Johnson and Sonny Wadenpfuhl, to make inquiries about the employment of personnel to be on call at the fire station 5 days a week during the day.

President Jones declared the meeting adjourned.

Minutes prepared by Secretary Wadenpfuhl

November 2015-District Financials

JCESD # 1

Monthly Financial Report

	Oct-15	Nov-15
Wells Fargo Checking Account		
Beginning Balance	$27,925.68	$25,265.41
Credits		
Tax Deposit	373.66	1,010.80
Interest	1.07	0.97
Service Charge Reversal		
Total Credits	$374.73	$1,011.77
Total Debits	(3,035.00)	0.00
Ending Balance	$25,265.41	$26,277.18
Wells Fargo Savings Account		
Beginning Balance	$3,681.53	$3,681.62
Interest Earned	0.09	0.09
Deposits		
Ending Balance	$3,681.62	$3,681.71
Capitol One Savings Account (Quarterly)		
Beginning Balance	$23,712.17	$23,712.17
Interest Earned	0.00	0.00
Debits	0.00	0.00
Ending Balance	$23,712.17	$23,712.17
RECAPITULATION		
Wells Fargo Checking	25,265.41	26,277.18
Wells Fargo Savings	3,681.62	3,681.71
Capitol One Savings	23,712.17	23,712.17
Total Liquid Assets	$52,659.20	$53,671.06

Checking Ledger

	Category	Payee	Check #	Date	Amount	Cleared	Outstanding
1	Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
2	SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
3	Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
4	JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
5	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
6	Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
7	Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
8	Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
9	JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
10	VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
11	JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
12	Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
13	Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
14	Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
15	Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
16	Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
17	Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
18	JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
19	Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
20	Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
21	Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
22	Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
23	Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
24	SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
25	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
46							

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Analyzed Business Checking Plus PF

Account number: **9568229700** ■ November 1, 2015 - November 30, 2015 ■ Page 1 of 2

DCEF11DTEP 003072

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

Available by phone 24 hours a day, 7 days a week:
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Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

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Account summary

Analyzed Business Checking Plus PF

Account number	*Beginning balance*	*Total credits*	*Total debits*	*Ending balance*
9568229700	$25,265.41	$1,011.77	$0.00	$26,277.18

Interest summary

Annual percentage yield earned this period	0.05%
Interest earned during this period	$0.97
Year to date interest and bonuses paid	$27.49

Credits

Electronic deposits/bank credits

Effective date	*Posted date*	*Amount*	*Transaction detail*
	11/04	1,010.80	WT Seq#57180 Jefferson County /Org=Jefferson County Srf# IN1511040825189O Trn#151104057180 Rfb# 000010183
	11/30	0.97	Interest Payment
		$1,011.77	**Total electronic deposits/bank credits**
		$1,011.77	**Total credits**

DCEF11DTEP 003072 NNNNNNNNN NNN NNN 001 001 808 010097 11384646.1.1

WELLS FARGO

Daily ledger balance summary

Date	*Balance*	*Date*	*Balance*	*Date*	*Balance*
10/31	25,265.41	11/04	26,276.21	11/30	26,277.18

Average daily ledger balance **$26,175.16**

010098

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Business Market Rate Public Funds

Account number: **7935613534** ■ November 1, 2015 - November 30, 2015 ■ Page 1 of 3

036562 1 AV 0.391 449620

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

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TTY: 1-800-877-4833
En español: 1-877-337-7454

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Write: Wells Fargo Bank, N.A. (808)
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Portland, OR 97228-6995

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Activity summary

Beginning balance on 11/1	$3,681.62
Deposits/Credits	0.09
Withdrawals/Debits	- 0.00
Ending balance on 11/30	**$3,681.71**
Average ledger balance this period	$3,681.62

Account number: **7935613534**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.09
Average collected balance	$3,681.62
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.09
Interest paid this year	$1.01

DCRF11UTLE 036562 NNNNNNNNN NNN NNN 001 002 808 144877 11385145.2

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
11/30	Interest Payment	0.09		3,681.71
Ending balance on 11/30				**3,681.71**
Totals		**$0.09**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 11/01/2015 - 11/30/2015	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,681.62 ☑
• Average collected balance	$5,000.00	$3,682.00 ☐

YD/YD

144878

November 2015-Department Financials

Jefferson County Emergency Services District # 1, Inc.

	November 2015 $ Budget Amount	November Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67			0.00%
2. Vehicle and A&S Insurance	$14,000.00		$48.00	0.34%
3. Workman's Comp,	$900.00			0.00%
4. Vehicle Maintenance/Repair	$5,500.00			0.00%
5. Equipment Maintenance/Repair	$1,000.00			0.00%
6. Fuel	$2,500.00	$249.72	$375.36	15.01%
7. Bunker Gear Maintenance/Purchase	$1,000.00	$312.00	$312.00	31.20%
8. Radio & Pager Maintenance/Purchase	$2,000.00	$140.00	$140.00	7.00%
9. Uniform Maintenance/Purchases	$500.00			0.00%
10. Telephone Service (Phone/Fax/Security)	$1,650.00		$115.19	6.98%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00		$355.00	16.14%
13. Print/Copy/Office Supplies	$500.00	$32.24	$39.91	7.98%
14. Fire Training	$1,000.00			0.00%
15. Medical Training	$1,500.00			0.00%
16. Medical Supplies	$2,500.00			0.00%
17. Organizational Dues	$400.00	$135.00	$135.00	33.75%
18. Miscellaneous *(See Itemized Listing)	$2,000.00	$383.44	$383.44	19.17%
19. Utilities (Electric, Gas)	$3,000.00	$246.24	$453.80	15.13%
20. Internet & TV	$1,200.00	$103.98	$207.96	17.33%
21. Accounting - CPA & IRS & Audit	$7,500.00			0.00%
22. Annual Air Pak Testing	$500.00			0.00%
23. Annual Fire Hose Testing	$2,750.00			0.00%
24. SCBA Air Fill Testing (Qtr. Maint.)	$1,675.20	$160.00	$160.00	9.55%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00			0.00%
27. Engine Pump Recertification	$750.00			0.00%
28. Annual Generator PM	$450.00			0.00%
29. New Paid Position	$45,000.00			0.00%
TOTALS	**$130,479.87**	**$1,762.62**	**$2,725.66**	**2.09%**

Jefferson County Emergency Services District # 1, Inc.
November 2015

November EXPENDITURES				
Payee	Reason	Amount	Date	Check #
Dan Flowers - Unit #2	Reimburse meal for FireFighters - Fire on Toliver	$45.01	3-Nov	1781
Julie LaFlamme - Unit #56	Water, Gatorade, Candy & Chips for Station	$89.16	3-Nov	1782
Julie LaFlamme - Unit #56	3-Ring Notebook, Index Pages, Paper	$32.24	3-Nov	1783
Entergy	Electric Service 10/2 - 11/2/2015	$246.24	10-Nov	1784
MES	Air Sample & Fuel Charge	$160.00	10-Nov	1785
Julie LaFlamme - Unit #56	Reimburse for YE Party Supplies	$212.88	10-Nov	1786
Card Service Center (VISA)	Fuel $249.72, Meal/Drinks for Vet Clinic $19.54	$269.26	10-Nov	1787
Teresa Phillips - Unit #61	YE Party Game Supplies	$16.85	10-Nov	1788
State Firefighter's and Fire Marshals' Assoc. of Texas	2016 Dues	$135.00	24-Nov	1789
Kay Electronics, Inc.	Checked Repeater - Found interferring signals	$140.00	24-Nov	1790
Delta Industrial Service & Supply	Unit #2 Bunker Gear cleaned & inspected	$169.50	24-Nov	1791
Casco Industries, Inc.	2 patches (Name Patches) for Bunker Gear	$142.50	24-Nov	1792
Directv	Television Service 11/7 - 12/6/2015	$65.99	24-Nov	1793
Verizon	Internet Service 10/2 - 11/1/2015	$37.99	24-Nov	1794
TOTAL		$1,762.62		

Jefferson County Emergency Services District # 1, Inc.
November 2015

Community Bank Checking

Beginning November Balance	**$15,546.06**
Withdrawals - Checks Written	**-$1,762.62**
Withdrawals - Debit for Vendor	
Transfers	
Deposits*	**$1,260.00**
Ending November Balance	**$15,043.44**

Community Bank Statement

$15,749.42 Ending November Balance

Outstanding Checks

Ronnie Adams - Unit #40	-$5.00	Check # 1765
Mark Mann - Unit #58	-$10.00	Check # 1771
State Firefighter's and Fire Marshals' Assoc. of Texas	-$135.00	Check # 1789
Kay Electronics, Inc.	-$140.00	Check # 1790
Delta Industrial Service & Supply	-$169.50	Check # 1791
Casco Industries, Inc.	-$142.50	Check # 1792
Directv	-$65.99	Check # 1793
Verizon	-$37.99	Check # 1794

$15,043.44 Community Bank Balance

Deposits to Community Bank

MES Discount on New SCBA's (Reimbursement as it was not on Invoice)	$1,260.00
Total Deposits	**$1,260.00**

Jefferson County Emergency Services District # 1, Inc.
November 2015

***Itemized Expenditures**

18. Miscellaneous Expenitures Detailed	**Expenditures**	
Dan Flowers - Meal after Toliver Fire	$45.01	
Julie LaFlamme - Station Snacks	$89.16	
Julie LaFlamme - Office Supplies	$32.24	-
Julie LaFlamme - YE Party Supplies	$212.88	Note: This amount to be transferred from Savings
Teresa Phillips - YE Party Supplies	$16.85	Note: This amount to be transferred from Savings
Card Service Center (VISA) Vet Clinic Meal	$19.54	
Total Misc. Expenitures	**$415.68**	

Volunteers **Savings Account**	**$14,803.21**
Deposits	
Withdrawals	
Transfer Fee	
Interest earned	
Savings Balance	**$14,803.21**

December 2015-District Financials

Monthly Financial Report

	October-15	November-15	December-15
Wells Fargo Checking Account			
Beginning Balance	$39,950.68	$25,265.41	$26,277.18
Credits			
Tax Deposit	373.66	1,010.80	10,947.36
Interest	1.07	0.97	1.36
Total Credits	$374.73	$1,011.77	$10,948.72
Total Debits	(15,060.00)		(1,501.99)
Ending Balance	$25,265.41	$26,277.18	$35,723.91
Wells Fargo Savings Account			
Beginning Balance	$3,681.53	$3,681.62	$3,681.71
Interest Earned	0.09	0.09	0.10
Ending Balance	$3,681.62	$3,681.71	$3,681.81
Capitol One Savings Account (Quarterly)			
Beginning Balance	$23,712.17	$23,712.17	$23,712.17
Interest Earned	0.00	0.00	11.96
Debits	0.00	0.00	0.00
Ending Balance	$23,712.17	$23,712.17	$23,724.13
RECAPITULATION			
Wells Fargo Checking	25,265.41	26,277.18	35,723.91
Wells Fargo Savings	3,681.62	3,681.71	3,681.81
Capitol One Savings	23,712.17	23,712.17	23,724.13
Total Liquid Assets	$52,659.20	$53,671.06	$63,129.85

	Checking Ledger						
	Category	Payee	Check #	Date	Amount	Cleared	Outstanding
1	Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
2	SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
3	Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
4	JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
5	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
6	Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
7	Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
8	Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
9	JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
10	VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
11	JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
12	Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
13	Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
14	Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
15	Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
16	Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
17	Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
18	JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
19	Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
20	Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
21	Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
22	Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
23	Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
24	SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
25	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
26	1st Quarter Entity Allotments	JCAD	1366	12/10/2015	(361.63)	Y	
27							

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Analyzed Business Checking Plus PF

Account number: **9568229700** ■ December 1, 2015 - December 31, 2015 ■ Page 1 of 2
Image count: 3

reminder

WELLS FARGO

EOENSSDTXL 004090

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

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Portland, OR 97228-6995

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Account summary

Analyzed Business Checking Plus PF

Account number	*Beginning balance*	*Total credits*	*Total debits*	*Ending balance*
9568229700	$26,277.18	$10,948.72	-$1,501.99	$35,723.91

Interest summary

Annual percentage yield earned this period	0.05%
Interest earned during this period	$1.36
Year to date interest and bonuses paid	$28.85

Credits

Electronic deposits/bank credits

Effective date	*Posted date*	*Amount*	*Transaction detail*
	12/03	10,947.36	WT Seq#62116 Jefferson County /Org=Jefferson County Srf# IN15120308324473 Trn#151203062116 Rfb# 000010231
	12/31	1.36	Interest Payment
		$10,948.72	**Total electronic deposits/bank credits**
		$10,948.72	**Total credits**

4-12-15 EES

EOENSSDTXL 004090 NNNNNNNNNN NNN NNN 001 002 808 030815 11414046.1.1

Debits

Checks paid

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
1364	150.00	12/17	1365	990.36	12/10	1366	361.63	12/14

$1,501.99 **Total checks paid**

$1,501.99 **Total debits**

Daily ledger balance summary

Date	Balance	Date	Balance	Date	Balance
11/30	26,277.18	12/10	36,234.18	12/17	35,722.55
12/03	37,224.54	12/14	35,872.55	12/31	35,723.91

Average daily ledger balance **$35,532.90**

030816

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Business Market Rate Public Funds

Account number: **7935613534** ■ December 1, 2015 - December 31, 2015 ■ Page 1 of 3

046047 1 AV 0.391 578538

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

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En español: 1-877-337-7454

Online: wellsfargo.com/biz

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Portland, OR 97228-6995

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Activity summary

Beginning balance on 12/1	$3,681.71
Deposits/Credits	0.10
Withdrawals/Debits	- 0.00
Ending balance on 12/31	**$3,681.81**
Average ledger balance this period	$3,681.71

Account number: **7935613534**
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
Texas/Arkansas account terms and conditions apply
For Direct Deposit use
Routing Number (RTN): 111900659
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.10
Average collected balance	$3,681.71
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.10
Interest paid this year	$1.11

DCRF11UTLG 046047 NNNNNNNNNN NNN NNN 001 002 808 191003 11414083.4

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
12/31	Interest Payment	0.10		3,681.81
Ending balance on 12/31				**3,681.81**
Totals		**$0.10**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

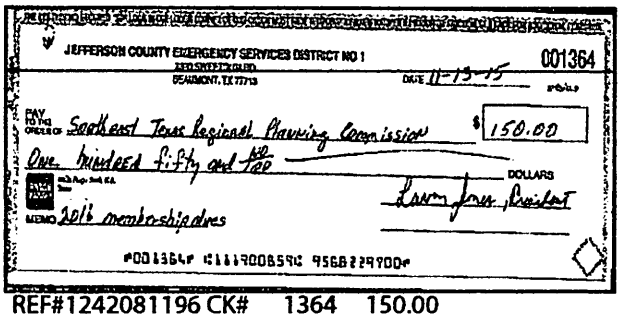
Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

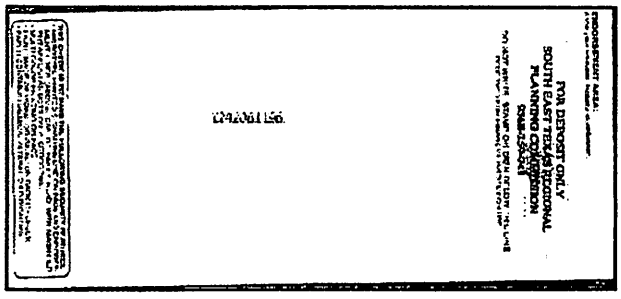
Fee period 12/01/2015 - 12/31/2015	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,681.71 ☑
• Average collected balance	$5,000.00	$3,682.00 ☐

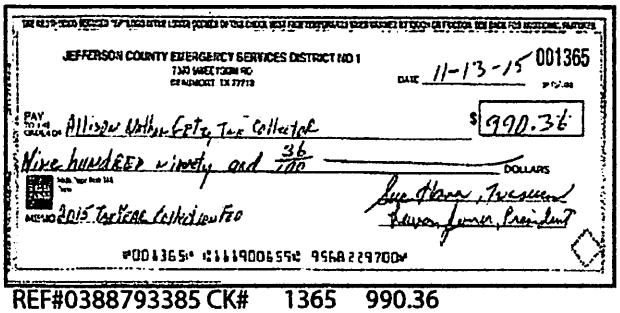
YD/YD

Check Images

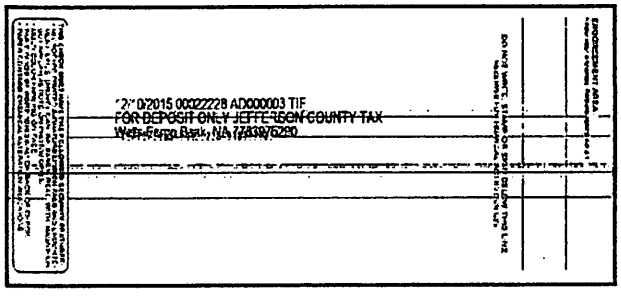

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
DATE 11-13-15 001364
PAY TO THE ORDER OF Southeast Texas Regional Planning Commission $ 150.00
One hundred fifty and 00/100 DOLLARS
MEMO 2016 membership dues
Karen Jones, President
#001364# ⑆111900659⑆ 9568229700#

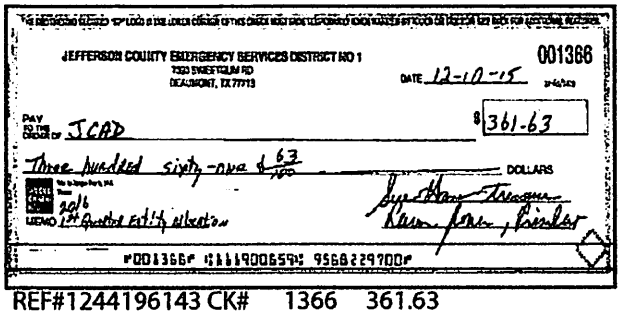
REF#1242081196 CK# 1364 150.00


FOR DEPOSIT ONLY
SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION

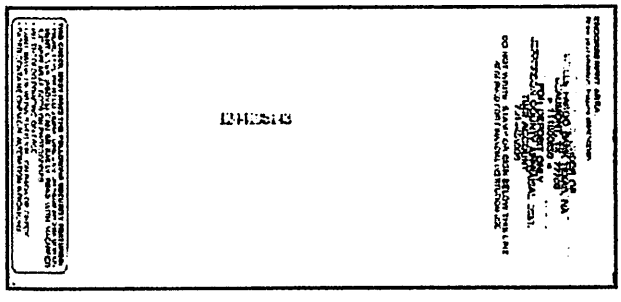

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
DATE 11-13-15 001365
PAY TO THE ORDER OF Allison Wilson, Cpty Tax Collector $ 990.36
Nine hundred ninety and 36/100 DOLLARS
MEMO 2015 Tax Year Collection Fee
Lyn Hann, Treasurer
Karen Jones, President
#001365# ⑆111900659⑆ 9568229700#

REF#0388793385 CK# 1365 990.36


FOR DEPOSIT ONLY JEFFERSON COUNTY TAX
Wells Fargo Bank, NA


JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
DATE 12-10-15 001366
PAY TO THE ORDER OF JCAD $ 361.63
Three hundred sixty-one and 63/100 DOLLARS
MEMO 2016 1st Quarter Utility Allocation
Lyn Hann, Treasurer
Karen Jones, President
#001366# ⑆111900659⑆ 9568229700#

REF#1244196143 CK# 1366 361.63



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UPGR

JEFFERSON COUNTY EMERGENCY SERVICES 149193
7390 SWEETGUM
BEAUMONT TX 77713

▸ Contact your Relationship Manager to discuss targeted solutions for your evolving business needs.

ACCOUNT SUMMARY FOR PERIOD OCTOBER 01, 2015 - DECEMBER 31, 2015

Business Advantage Savings 00003331451109

Previous Balance 09/30/15	$23,712.17
0 Deposits/Credits	$0.00
Interest Paid	$11.96
0 Debits	$0.00
Service Charges	$0.00
Ending Balance 12/31/15	$23,724.13

JEFFERSON COUNTY EMERGENCY SERVICES

Number of Days in Cycle	92
Minimum Balance This Cycle	$23,712.17
Average Collected Balance	$23,716.15
Interest Earned During this Cycle	$11.96
Interest Paid Year-To-Date	$44.84
Annual Percentage Yield (This Statement Period)	0.20%

ACCOUNT DETAIL FOR PERIOD OCTOBER 01, 2015 - DECEMBER 31, 2015

Business Advantage Savings 00003331451109

JEFFERSON COUNTY EMERGENCY SERVICES

Date	*Description*	*Deposits/Credits*	*Withdrawals/Debits*	*Resulting Balance*
10/31	Interest paid	$4.03		$23,716.20
11/30	Interest paid	$3.90		$23,720.10
12/31	Interest paid	$4.03		$23,724.13
Total		$11.96	$0.00	

COLR0998 6056 5003 204 07 160101 PAGE 00001 OF 00001

149193

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MEMBER FDIC EQUAL HOUSING LENDER

December 2015-Department Financials

Jefferson County Emergency Services District # 1, Inc.

	December 2015 $ Budget Amount	December Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67			0.00%
2. Vehicle and A&S Insurance	$14,000.00		$48.00	0.34%
3. Workman's Comp,	$900.00			0.00%
4. Vehicle Maintenance/Repair	$5,500.00			0.00%
5. Equipment Maintenance/Repair	$1,000.00			0.00%
6. Fuel	$2,500.00	$40.00	$415.36	16.61%
7. Bunker Gear Maintenance/Purchase	$1,000.00	$7,811.00	$8,123.00	812.30%
8. Radio & Pager Maintenance/Purchase	$2,000.00	$3,180.00	$3,320.00	166.00%
9. Uniform Maintenance/Purchases	$500.00			0.00%
10. Telephone Service (Phone/Fax/Security)	$1,650.00	$206.34	$321.53	19.49%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00		$355.00	16.14%
13. Print/Copy/Office Supplies	$500.00		$39.91	7.98%
14. Fire Training	$1,000.00			0.00%
15. Medical Training	$1,500.00			0.00%
16. Medical Supplies	$2,500.00			0.00%
17. Organizational Dues	$400.00		$135.00	33.75%
18. Miscellaneous *(See Itemized Listing)	$2,000.00	$510.38	$893.82	44.69%
19. Utilities (Electric, Gas)	$3,000.00	$358.18	$811.98	27.07%
20. Internet & TV	$1,200.00	$103.98	$346.30	28.86%
21. Accounting - CPA & IRS & Audit	$7,500.00	$1,280.00	$1,280.00	17.07%
22. Annual Air Pak Testing	$500.00			0.00%
23. Annual Fire Hose Testing	$2,750.00			0.00%
24. SCBA Air Fill Testing (Qtr. Maint.)	$1,675.20		$160.00	9.55%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00	$555.00	$555.00	37.00%
27. Engine Pump Recertification	$750.00			0.00%
28. Annual Generator PM	$450.00			0.00%
29. New Paid Position	$45,000.00			0.00%
TOTALS	**$130,479.87**	**$14,044.88**	**$16,804.90**	**12.88%**

Jefferson County Emergency Services District # 1, Inc.
December 2015

December EXPENDITURES				
Payee	Reason	Amount	Date	Check #
Kay Electronics, Inc.	3 New Radios	$3,180.00	1-Dec	1795
CenterPoint Energy	Station Gas Service	$34.36	1-Dec	1796
AT&T	Phone, Fax & Security Lines	$99.15	1-Dec	1797
Mike Mitchell	Power Washing of Station Building	$500.00	3-Dec	1798
Chris Gonzales - Unit #1	Reimburse - BBQ Grill for Station	$51.96	8-Dec	1799
Casco Industries, Inc.	Bunker Gear (4 pants, gloves & 3 boot linings for Jordan Gonzales, Lewis Leach, James Martin & Robert Ring)	$7,811.00	8-Dec	1800
Julie LaFlamme	Reimburse - 4 Christmas stockings & Duck Tape	$18.87	8-Dec	1801
Terry Peddy Pest Control, Inc.	Qtrly Pest Control Spraying	$55.00	15-Dec	1802
Directv	Television Service 12/7 - 1/6/16	$65.99	15-Dec	1803
Entergy	Electric Service 11/2 - 12/2/2015	$266.11	15-Dec	1804
Verizon	Internet Service 11/2 - 12/1/2015	$37.99	15-Dec	1805
Card Service Center (VISA)	YE Party 353.99, Fuel 40.00, Special Mtg Meal 85.56	$479.55	15-Dec	1806
Wathen, DeShong & Juncker, L.L.P.	Audit Requests: Quick Book File & Depreciation Schedule, Interim Billing of 2015 Tax Return	$1,280.00	15-Dec	1807
CenterPoint Energy	Gas Service 11/18/15 - 12/16/2015	$57.71	29-Dec	1808
AT&T	Phone, Fax & Security Lines 12/17 - 1/16/2016	$107.19	29-Dec	1809
TOTAL		**$14,044.88**		

Jefferson County Emergency Services District # 1, Inc.
December 2015

New Equipment - 3 Radios
SN #871IRS3169
SN #871IRS3179
SN #871IRS3415

Community Bank Checking

Beginning December Balance	**$15,043.44**
Withdrawals - Checks Written	**-$14,044.88**
Withdrawals - Debit for Vendor	
Transfers	**$586.41** YE Party
Deposits*	
Ending December Balance	**$1,584.97**

Community Bank Statement

$1,778.74 Ending December Balance

Outstanding Checks

Mark Mann - Unit #58	-$10.00	Check # 1771
Julie LaFlamme	-$18.87	Check # 1801
CenterPoint Energy	-$57.71	Check # 1808
AT&T	-$107.19	Check # 1809

$1,584.97 Community Bank Balance

Deposits to Community Bank

Total Deposits

Jefferson County Emergency Services District # 1, Inc.
December 2015

***Itemized Expenditures**

18. Miscellaneous Expenitures Detailed	**Expenditures**	
Chris Gonzales - BBQ Grill	$51.96	
Julie LaFlamme - Duck Tape & Christmas Stockings	$18.87	
Special Meeting Meal charged on the VISA	$85.56	-
YE Party Purchases on VISA (Dinner & Cake)	$353.99	Amount transferred from Members Savings
Total Misc. Expenitures	**$510.38**	

Volunteers Savings Account	**$14,803.21**
Deposits	
Withdrawals	
Transfer	**-$586.41**
Fees	
Savings Balance	**$14,216.80**

February 2016-Minutes

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

MINUTES OF REGULAR MEETING OF FEBRUARY 16, 2016

The meeting was called to order by Treasurer Sue Haver, with a quorum declared present.

Members Present:	Sue Haver, Treasurer Sonny Wadenpfuhl, Secretary John Johnson
Member(s) Absent:	Lavon Jones, President
Fire Department:	Chris Gonzales, Chief Julie LaFlamme, Administrative Assistant

1. The invocation was offered by Member Johnson.

2. Julie LaFlamme presented fire department finance reports for January, 2016. No run reports available. Chief Gonzales spoke about a possible future need for the department to change to a 800 Mhz communications system within the next two years.

3. Minutes of the January 19, 2016 meeting were read, and on motion of Member Johnson and seconded by Member Wadenpfuhl, the minutes were *approved* unanimously.

4. Treasurer Haver presented the ESD-1 financial statement for January 2016, showing a total liquid asset balance of $80,579.25. On motion by Member Johnson and seconded by Member Wadenpfuhl, the financial statement was *approved* unanimously.

5. On a motion by Member Haver and seconded by Member Wadenpfuhl, John Johnson was selected *unanimously* to be ESD-1's representative to the Southeast Texas Regional Planning Commission.

6. Member Johnson and Member Wadenpfuhl reported to the board that members from Orange County ESD-3 offered to meet at a future date with ESD-1 to discuss the possible organization and transition of a volunteer department to a combined department. On a motion by Member Haver and seconded by Member Johnson, three possible dates were to be offered to OCESD3 for these discussions: February 27, March 8, and March 10. Motion *passed* unanimously. OCESD3 response will be pending, and a special meeting would be called on an agreed upon date.

Treasurer Haver declared the meeting adjourned.

Minutes prepared by Secretary Wadenpfuhl

January 2016-District Financials

Monthly Financial Report

	November-15	December-15	January-16
Wells Fargo Checking Account			
Beginning Balance	$25,265.41	$26,277.18	$35,723.91
Credits			
Tax Deposit	1,010.80	10,947.36	60,606.41
Interest	0.97	1.36	2.62
Total Credits	$1,011.77	$10,948.72	$60,609.03
Total Debits	0.00	(1,501.99)	(43,159.72)
Ending Balance	$26,277.18	$35,723.91	$53,173.22
Wells Fargo Savings Account			
Beginning Balance	$3,681.62	$3,681.71	$3,681.81
Interest Earned	0.09	0.10	0.09
Ending Balance	$3,681.71	$3,681.81	$3,681.90
Capitol One Savings Account (Quarterly)			
Beginning Balance	$23,712.17	$23,712.17	$23,724.13
Interest Earned	0.00	11.96	0.00
Debits	0.00	0.00	0.00
Ending Balance	$23,712.17	$23,724.13	$23,724.13
RECAPITULATION			
Wells Fargo Checking	26,277.18	35,723.91	53,173.22
Wells Fargo Savings	3,681.71	3,681.81	3,681.90
Capitol One Savings	23,712.17	23,724.13	23,724.13
Total Liquid Assets	$53,671.06	$63,129.85	$80,579.25

Checking Ledger						
Category	Payee	Check #	Date	Amount	Cleared	Outstanding
Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
1st Quarter Entity Allotments	JCAD	1366	12/10/2015	(361.63)	Y	
Fire Department Expenses	JC ESD #1, INC	1367	1/19/2016	(42,739.94)	Y	
Client Analysis Service Chg.	Wells Fargo Bank	Debit	1/11/2016	(419.78)	Y	

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Analyzed Business Checking Plus PF

Account number: **9568229700** ■ January 1, 2016 - January 31, 2016 ■ Page 1 of 2
Image count: 1

reconciled

EOENSSDTX4 004092

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-225-5935)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

Account summary

Analyzed Business Checking Plus PF

Account number	*Beginning balance*	*Total credits*	*Total debits*	*Ending balance*
9568229700	$35,723.91	$60,609.03	-$43,159.72	$53,173.22

Interest summary

Annual percentage yield earned this period	0.04%
Interest earned during this period	$2.62
Year to date interest and bonuses paid	$2.62
Total interest and bonuses earned in 2015	$28.85

Credits

Electronic deposits/bank credits

Effective date	*Posted date*	*Amount*	*Transaction detail*
	01/08	60,606.41	WT Seq#50451 Jefferson County /Org=Jefferson County Srf# IN16010807481181 Trn#160108050451 Rfb# 000010357
01/31	01/29	2.62	Interest Payment
		$60,609.03	**Total electronic deposits/bank credits**
		$60,609.03	**Total credits**

Debits

Electronic debits/bank debits

Effective date	*Posted date*	*Amount*	*Transaction detail*
	01/11	419.78	Client Analysis Srvc Chrg 160108 Svc Chge 1215 000009568229700
		$419.78	**Total electronic debits/bank debits**

EOENSSDTX4 004092 NNNNNNNNNN NNN NNN 001 002 808 033741 11441048.1.1

WELLS FARGO

Checks paid

Number	*Amount*	*Date*	
1367	42,739.94	01/22	
	$42,739.94		**Total checks paid**
	$43,159.72		**Total debits**

Daily ledger balance summary

Date	*Balance*	*Date*	*Balance*	*Date*	*Balance*
12/31	35,723.91	01/11	95,910.54	01/29	53,173.22
01/08	96,330.32	01/22	53,170.60		

Average daily ledger balance **$68,573.64**

IMPORTANT ACCOUNT INFORMATION

Effective January 1, 2016, Wells Fargo is updating the descriptions of its procedures for verifying transactions in the existing agreements governing Company's deposit account. In the event of a conflict between this update and the existing agreements, this update will control.

The provisions in the existing agreements pertaining to verification of transactions are deleted and replaced with the following:

"Verification of Transactions.

All transactions are subject to Bank's verification. This includes cash, items, or other funds offered for deposit for which Bank has provided a receipt. Bank does not verify all transactions. Bank reserves the right to reverse or otherwise adjust, at any time without prior notice to Company, any debit or credit Bank believes Bank has erroneously made to Company's Account.

It is Company's responsibility, and Bank has no obligation, to make sure the declared amount of funds offered for deposit is accurate. If Bank determines a discrepancy exists between the declared and the actual amount of the funds, Bank is permitted to adjust (debit or credit) Company's Account. Bank is also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than Bank's standard adjustment amount. Bank is permitted to vary its standard adjustment amount from time to time without notice to Company and to use different amounts depending on account type.

If Company notifies Bank of an error in the amount of a deposit shown on Company's Account statement within 30 days of the date Bank mails or otherwise makes the account statement available to Company, Bank will review the deposit and make any adjustment Bank determines is appropriate, subject to any applicable fees. If Company fails to notify Bank during this timeframe, the deposit amount on Company's statement will be considered correct. This means that if the actual amount is less than the amount on the statement, the difference will become Company's property. If the actual amount is more than the amount shown on the statement, the difference will become Bank's property.

If Company's account is a Commercial Deposit Account or an analyzed business deposit account, Company may arrange for Bank to adjust all discrepancies identified during any verification without regard to Bank's standard adjustment amount by contacting its relationship manager."

For questions, please contact your local banker or relationship manager or call the number listed on your account statement.

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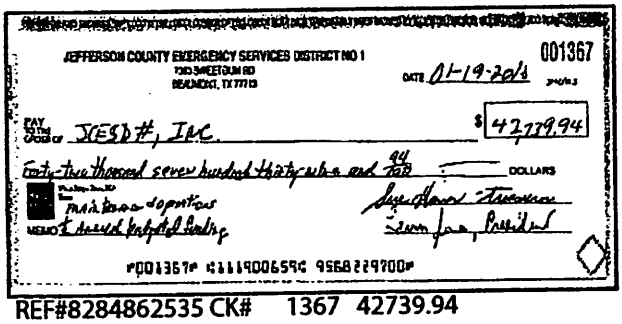
WELLS FARGO

Check Images


JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7383 SWEETGUM RD
BEAUMONT, TX 77713

001367

DATE 01-19-2016

PAY TO THE ORDER OF JCESD #1 INC. $ 42,739.94

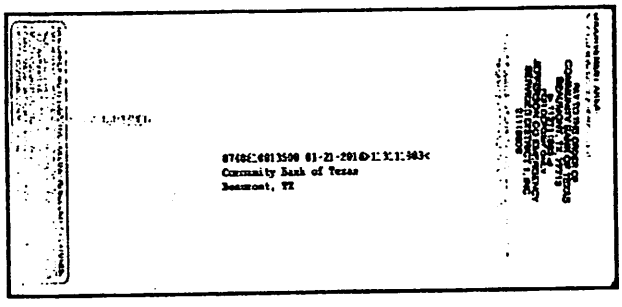
Forty-two thousand seven hundred thirty-nine and 94/100 DOLLARS

MEMO Travel Reimbursement

Liye Haver Treasurer
Sam Jones, President

⑈001367⑈ ⑆111900659⑆ 9568229700⑈

REF#8284862535 CK# 1367 42739.94


⑆111900659⑆ 01-21-2016 ⑈ 1367 ⑈
Community Bank of Texas
Beaumont, TX

EOENSSDTX4 004092 NNNNNNNNN NNN NNN 002 002 808 033743 11441048.1.1

Business Market Rate Public Funds

Account number: **7935613534** ■ January 1, 2016 - January 31, 2016 ■ Page 1 of 3

WELLS FARGO

036490 1 AV 0.391 730950

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

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Telecommunications Relay Services calls accepted
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TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Cash flow is one of the most critical components of success for a small or mid-sized business. Achieving a positive cash flow does not come by chance. Learn more about managing cash flow by visiting wellsfargoworks.com.

Activity summary

Beginning balance on 1/1	$3,681.81
Deposits/Credits	0.09
Withdrawals/Debits	- 0.00
Ending balance on 1/31	**$3,681.90**
Average ledger balance this period	$3,681.81

Account number: **7935613534**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.09
Average collected balance	$3,681.81
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.09
Interest paid this year	$0.09
Total interest paid in 2015	$1.11

DCRF11UTLM 036490 NNNNNNNNNN NNN NNN 001 002 808 145601 11441310.2

WELLS FARGO

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
1/29	Interest Payment	0.09		3,681.90
Ending balance on 1/31				**3,681.90**
Totals		**$0.09**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 01/01/2016 - 01/31/2016	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,681.81 ☑
• Average collected balance	$5,000.00	$3,682.00 ☐

YD/YD

145602

January 2016-Department Financials

Jefferson County Emergency Services District # 1, Inc.

January 2016

January EXPENDITURES				
Payee	Reason	Amount	Date	Check #
Dan Flowers - Unit #2	Oct - Dec 2015 Stipends, 26 runs	$130.00	19-Jan	1810
James Martin - Unit #11	Oct - Dec 2015 Stipends, 7 runs	$35.00	19-Jan	1811
Lewis Leach - Unit #14	Oct - Dec 2015 Stipends, 4 runs	$20.00	19-Jan	1812
Tom Phillips, Jr. - Unit #23	Oct - Dec 2015 Stipends, 6 runs	$30.00	19-Jan	1813
Cameron Fontenot - Unit #32	Oct - Dec 2015 Stipends, 1 run	$5.00	21-Jan	1814
Jordan Gonzales - Unit #34	Oct - Dec 2015 Stipends, 11 runs	$55.00	21-Jan	1815
Ronnie Adams - Unit #40	Oct - Dec 2015 Stipends, 1 run	$5.00	21-Jan	1816
Ranger Ladner - Unit #45	Oct - Dec 2015 Stipends, 2 runs	$10.00	21-Jan	1817
John Gundolf - Unit #50	Oct - Dec 2015 Stipends, 8 runs	$40.00	21-Jan	1818
Justin Hidalgo - Unit #52	Oct - Dec 2015 Stipends, 4 runs	$20.00	21-Jan	1819
Jose Vazquez - Unit #53	Oct - Dec 2015 Stipends, 8 runs	$40.00	21-Jan	1820
John LaFlamme - Unit #55	Oct - Dec 2015 Stipends, 3 runs	$15.00	21-Jan	1821
Julie LaFlamme - Unit #56	Oct - Dec 2015 Stipends, 2 runs	$10.00	21-Jan	1822
Robert Ring - Unit #57	Oct - Dec 2015 Stipends, 2 runs	$10.00	21-Jan	1823
Mark Mann - Unit #58	Oct - Dec 2015 Stipends, 1 run	$5.00	21-Jan	1824
Tom Phillips, Sr. - Unit #60	Oct - Dec 2015 Stipends, 18 runs	$90.00	21-Jan	1825
Teresa Phillips - Unit #61	Oct - Dec 2015 Stipends, 3 runs	$15.00	21-Jan	1826
Directv	Television Service 1/7 - 2/6/16	$65.99	21-Jan	1827
Entergy	Electric Service 12/2/2015 - 2/5/2016	$263.75	21-Jan	1828
Casco Industries, Inc.	2-Gloves, 2-Hoods, 1-Boot Lining, 1-Gear Bag, 2-Yellow Helmets, 1-Front 4" Lettering	$747.00	21-Jan	1829
Casco Industries, Inc.	1-Patch, 11-Letters	$83.50	21-Jan	1830
Verizon	Internet Service 12/2/2015 - 1/1/2016	$37.99	21-Jan	1831
Physio-Control, Inc.	Annual Maintenance Agreement	$1,508.16	21-Jan	1832
Wathen, DeShong & Juncker, L.L.P.	Final I entries 10/2014-09/2015 Tax Year	$960.00	21-Jan	1833
Robert Ring - Unit #57	Reimburse - 2 cases of water	9.96	21-Jan	1834
Julie LaFlamme - Unit #56	Reimburse - Gatorade, Water, Candy	82.73	21-Jan	1835
Julie LaFlamme - Unit #56	Reimburse - 2 pkgs expanding file pockets/storage	$37.27	21-Jan	1836
Card Service Center (VISA)	Truck Fuel	$182.15	21-Jan	1837
Julie LaFlamme - Unit #56	Reimburse - Roll of postage stamps (100)	$49.00	21-Jan	1838
Julie LaFlamme - Unit #56	Office Supplies - Ink, pens, white out	$96.08	21-Jan	1839
TOTAL		**$4,658.58**		

Jefferson County Emergency Services District # 1, Inc.
January 2016

Community Bank Checking

Beginning January Balance	$1,584.97
Withdrawals - Checks Written	-$4,658.58
Withdrawals - Debit for Vendor	
Transfers	
Deposits*	$42,739.94
Ending January Balance	$39,666.33

Board Funded 1/2 budget

Community Bank Statement

$40,176.33 Ending January Balance

Outstanding Checks

Mark Mann - Unit #58	-$10.00	Check # 1771
Dan Flowers - Unit #2	-$130.00	Check # 1810
James Martin - Unit #11	-$35.00	Check # 1811
Lewis Leach - Unit #14	-$20.00	Check # 1812
Tom Phillips, Jr. - Unit #23	-$30.00	Check # 1813
Cameron Fontenot - Unit #32	-$5.00	Check # 1814
Jordan Gonzales - Unit #34	-$55.00	Check # 1815
Ronnie Adams - Unit #40	-$5.00	Check # 1816
Ranger Ladner - Unit #45	-$10.00	Check # 1817
John Gundolf - Unit #50	-$40.00	Check # 1818
Justin Hidalgo - Unit #52	-$20.00	Check # 1819
Jose Vazquez - Unit #53	-$40.00	Check # 1820
Mark Mann - Unit #58	-$5.00	Check # 1824
Tom Phillips, Sr. - Unit #60	-$90.00	Check # 1825
Teresa Phillips - Unit #61	-$15.00	Check # 1826

$39,666.33 Community Bank Balance

Deposits to Community Bank

Total Deposits	$42,739.94

Jefferson County Emergency Services District # 1, Inc.
January 2016

***Itemized Expenditures**

18. Miscellaneous Expenitures Detailed	**Expenditures**
Reimbursed - Robert Ring (2 cases water)	$9.96
Reimbursed - Julie LaFlamme (Gatorade, Water,Candy	$82.73
Total Misc. Expenitures	**$92.69**

Volunteers **Savings Account**	**$14,216.80**
Deposits	
Withdrawals	
Transfer	
Fees	
Savings Balance	**$14,216.80**

Jefferson County Emergency Services District # 1, Inc.

	January 2016 $ Budget Amount	January Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67			0.00%
2. Vehicle and A&S Insurance	$14,000.00		$48.00	0.34%
3. Workman's Comp,	$900.00			0.00%
4. Vehicle Maintenance/Repair	$5,500.00			0.00%
5. Equipment Maintenance/Repair	$1,000.00			0.00%
6. Fuel	$2,500.00	$182.15	$597.51	23.90%
7. Bunker Gear Maintenance/Purchase	$1,000.00	$830.50	$8,953.50	895.35%
8. Radio & Pager Maintenance/Purchase	$2,000.00		$3,320.00	166.00%
9. Uniform Maintenance/Purchases	$500.00			0.00%
10. Telephone Service (Phone/Fax/Security)	$1,650.00		$321.53	19.49%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00	$535.00	$890.00	40.45%
13. Print/Copy/Office Supplies	$500.00	$182.35	$222.26	44.45%
14. Fire Training	$1,000.00			0.00%
15. Medical Training	$1,500.00			0.00%
16. Medical Supplies	$2,500.00			0.00%
17. Organizational Dues	$400.00		$135.00	33.75%
18. Miscellaneous *(See Itemized Listing)	$2,000.00	$92.69	$986.51	49.33%
19. Utilities (Electric, Gas)	$3,000.00	$263.75	$1,075.73	35.86%
20. Internet & TV	$1,200.00	$103.98	$450.28	37.52%
21. Accounting - CPA & IRS & Audit	$7,500.00	$960.00	$2,240.00	29.87%
22. Annual Air Pak Testing	$500.00			0.00%
23. Annual Fire Hose Testing	$2,750.00			0.00%
24. SCBA Air Fill Testing (Qtr. Maint.)	$1,675.20	$1,508.16	$1,668.16	99.58%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00		$555.00	37.00%
27. Engine Pump Recertification	$750.00			0.00%
28. Annual Generator PM	$450.00			0.00%
29. New Paid Position	$45,000.00			0.00%
TOTALS	**$130,479.87**	**$4,658.58**	**$21,463.48**	**16.45%**

March 2016-Minutes

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

MINUTES OF REGULAR MEETING OF MARCH 15, 2016

The meeting was called to order by President Jones, with a quorum declared present.

Members Present:	Lavon Jones, President Sue Haver, Treasurer Sonny Wadenpfuhl, Secretary John Johnson, SeTxRPC
Member(s) Absent:	
Fire Department:	Julie LaFlamme, Administrative Assistant

1. The invocation was offered by Member Haver.

2. Julie LaFlamme presented fire department finance reports for February, 2016. No run reports available.

3. Minutes of the February 16, 2016 meeting were read, and on motion of Member Haver and seconded by Member Johnson, the minutes were *approved* unanimously.

4. Treasurer Haver presented the ESD-1 financial statement for February 2016, showing a total liquid asset balance of $139,368.18. On motion by Member Johnson and seconded by Member Wadenpfuhl, the financial statement was *approved* unanimously.

5. In the continuing discussion on manning the fire department during week days, a motion was made by Member Haver for President Jones to contact attorney Kent Campbell for information concerning the legal implications for ESD-1 hiring part time paid employees. Seconded by Member Johnson, the motion was *approved* unanimously.

6. Motion was made by Member Johnson to retain John Watson to provide the annual audit for ESD-1 and the Fire Department. Seconded by Member Haver, motion was *approved* unanimously.

7a. Motion was made by Member Johnson to reimburse Member Haver for expenses incurred attending the SAFE-D Conference in Galveston for $595.30. Seconded by Member Wadenpfuhl. the motion was *approved* unanimously.

7b. Motion was made by Member Johnson and seconded by Member Haver to pay the monthly fee for QuickBooks via the Wells Fargo Credit Card for $17.03, then cancel the QuickBooks Online service. Motion *passed* unanimously.

7c. Authorize Member Haver to pay $3443.00 for VFIS property insurance to be ratified on next month's agenda. Motion by Member Johnson and seconded by Member Haver, motion *passed* unanimously.

President Jones declared the meeting adjourned.

Minutes prepared by Secretary Wadenpfuhl

February 2016-District Financials

Monthly Financial Report

	Dec-15	Jan-16	Feb-16
Wells Fargo Checking Account			
Beginning Balance	$26,277.18	$35,723.91	$53,173.22
Credits			
Tax Deposit	10,947.36	60,606.41	58,785.06
Interest	1.36	2.62	3.78
Total Credits	$10,948.72	$60,609.03	$58,788.84
Total Debits	(1,501.99)	(43,159.72)	0.00
Ending Balance	$35,723.91	$53,173.22	$111,962.06
Wells Fargo Savings Account			
Beginning Balance	$3,681.71	$3,681.81	$3,681.90
Interest Earned	0.10	0.09	0.09
Ending Balance	$3,681.81	$3,681.90	$3,681.99
Capitol One Savings Account (Quarterly)			
Beginning Balance	$23,712.17	$23,724.13	$23,724.13
Interest Earned	11.96	0.00	0.00
Debits	0.00	0.00	0.00
Ending Balance	$23,724.13	$23,724.13	$23,724.13
RECAPITULATION			
Wells Fargo Checking	35,723.91	53,173.22	111,962.06
Wells Fargo Savings	3,681.81	3,681.90	3,681.99
Capitol One Savings	23,724.13	23,724.13	23,724.13
Total Liquid Assets	$63,129.85	$80,579.25	$139,368.18

Checking Ledger						
Category	Payee	Check #	Date	Amount	Cleared	Outstanding
Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
1st Quarter Entity Allotments	JCAD	1366	12/10/2015	(361.63)	Y	
Fire Department Expenses	JC ESD #1, INC	1367	1/19/2016	(42,739.94)	Y	
Client Analysis Service Chg.	Wells Fargo Bank	Debit	1/11/2016	(419.78)	Y	
NO CHECKS WRITTEN in FEBRUARY 2016						

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Analyzed Business Checking Plus PF

Account number: **9568229700** ■ February 1, 2016 - February 29, 2016 ■ Page 1 of 2

reconciled

DCEF11DTGJ 003210

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-225-5935)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

Account summary

Analyzed Business Checking Plus PF

Account number	*Beginning balance*	*Total credits*	*Total debits*	*Ending balance*
9568229700	$53,173.22	$58,788.84	$0.00	$111,962.06

Interest summary

Annual percentage yield earned this period	0.04%
Interest earned during this period	$3.78
Year to date interest and bonuses paid	$6.40
Total interest and bonuses earned in 2015	$28.85

Credits

Electronic deposits/bank credits

Effective date	*Posted date*	*Amount*	*Transaction detail*
	02/04	58,785.06	WT Seq#49696 Jefferson County /Org=Jefferson County Srf# IN16020407432695 Trn#160204049696 Rfb# 000010482
	02/29	3.78	Interest Payment
		$58,788.84	**Total electronic deposits/bank credits**
		$58,788.84	**Total credits**

Daily ledger balance summary

Date	*Balance*	*Date*	*Balance*	*Date*	*Balance*
01/31	53,173.22	02/04	111,958.28	02/29	111,962.06

Average daily ledger balance **$105,877.19**

DCEF11DTGJ 003210 NNNNNNNNNN NNN NNN 001 001 808 011675 1468501.1.1

IMPORTANT ACCOUNT INFORMATION

Effective January 1, 2016, Wells Fargo is updating the descriptions of its procedures for verifying transactions in the existing agreements governing Company's deposit account. In the event of a conflict between this update and the existing agreements, this update will control.

The provisions in the existing agreements pertaining to verification of transactions are deleted and replaced with the following:

"Verification of Transactions.

All transactions are subject to Bank's verification. This includes cash, items, or other funds offered for deposit for which Bank has provided a receipt. Bank does not verify all transactions. Bank reserves the right to reverse or otherwise adjust, at any time without prior notice to Company, any debit or credit Bank believes Bank has erroneously made to Company's Account.

It is Company's responsibility, and Bank has no obligation, to make sure the declared amount of funds offered for deposit is accurate. If Bank determines a discrepancy exists between the declared and the actual amount of the funds, Bank is permitted to adjust (debit or credit) Company's Account. Bank is also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than Bank's standard adjustment amount. Bank is permitted to vary its standard adjustment amount from time to time without notice to Company and to use different amounts depending on account type.

If Company notifies Bank of an error in the amount of a deposit shown on Company's Account statement within 30 days of the date Bank mails or otherwise makes the account statement available to Company, Bank will review the deposit and make any adjustment Bank determines is appropriate, subject to any applicable fees. If Company fails to notify Bank during this timeframe, the deposit amount on Company's statement will be considered correct. This means that if the actual amount is less than the amount on the statement, the difference will become Company's property. If the actual amount is more than the amount shown on the statement, the difference will become Bank's property.

If Company's account is a Commercial Deposit Account or an analyzed business deposit account, Company may arrange for Bank to adjust all discrepancies identified during any verification without regard to Bank's standard adjustment amount by contacting its relationship manager."

For questions, please contact your local banker or relationship manager or call the number listed on your account statement.

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Business Market Rate Public Funds

Account number: **7935613534** ■ February 1, 2016 - February 29, 2016 ■ Page 1 of 3

041242 1 AV 0.391 848394

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)
TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

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Your Business and Wells Fargo

Cash flow is one of the most critical components of success for a small or mid-sized business. Achieving a positive cash flow does not come by chance. Learn more about managing cash flow by visiting wellsfargoworks.com.

IMPORTANT ACCOUNT INFORMATION

Periodically, we may evaluate the timing of statements, monthly service fee assessment and interest payments to your accounts. We may adjust the timing in order to align your statement, monthly service fee assessment (if any) and interest payment dates with one another. You may receive a partial statement that reflects activity and interest payments from the last statement date to the date of the change. No monthly service fees will be assessed during a partial statement period and there will be no impact to your interest rate or compounding frequency.

Activity summary

Beginning balance on 2/1	$3,681.90
Deposits/Credits	0.09
Withdrawals/Debits	- 0.00
Ending balance on 2/29	**$3,681.99**
Average ledger balance this period	$3,681.90

Account number: **7935613534**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.09
Average collected balance	$3,681.90
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.09
Interest paid this year	$0.18
Total interest paid in 2015	$1.11

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
2/29	Interest Payment	0.09		3,681.99
Ending balance on 2/29				**3,681.99**
Totals		**$0.09**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 02/01/2016 - 02/29/2016	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,681.90 ☑
• Average collected balance	$5,000.00	$3,682.00 ☐

YD/YD

165520

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Deposited Items	0	20	0	0.50	0.00
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Total service charges					**$0.00**

February 2016-Department Financials

Jefferson County Emergency Services District # 1, Inc.

	February 2016 $ Budget Amount	February Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67			0.00%
2. Vehicle and A&S Insurance	$14,000.00		$48.00	0.34%
3. Workman's Comp,	$900.00			0.00%
4. Vehicle Maintenance/Repair	$5,500.00			0.00%
5. Equipment Maintenance/Repair	$1,000.00			0.00%
6. Fuel	$2,500.00	$107.84	$705.35	28.21%
7. Bunker Gear Maintenance/Purchase	$1,000.00		$8,953.50	895.35%
8. Radio & Pager Maintenance/Purchase	$2,000.00		$3,320.00	166.00%
9. Uniform Maintenance/Purchases	$500.00	$474.80	$474.80	94.96%
10. Telephone Service (Phone/Fax/Security)	$1,650.00	$107.78	$429.31	26.02%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00		$890.00	40.45%
13. Print/Copy/Office Supplies	$500.00	$105.52	$327.78	65.56%
14. Fire Training	$1,000.00			0.00%
15. Medical Training	$1,500.00			0.00%
16. Medical Supplies	$2,500.00	$514.44	$514.44	20.58%
17. Organizational Dues	$400.00		$135.00	33.75%
18. Miscellaneous *(See Itemized Listing)	$2,000.00	$364.90	$1,351.41	67.57%
19. Utilities (Electric, Gas)	$3,000.00	$349.49	$1,425.22	47.51%
20. Internet & TV	$1,200.00	$105.98	$556.26	46.36%
21. Accounting - CPA & IRS & Audit	$7,500.00	$2,205.00	$4,445.00	59.27%
22. Annual Air Pak Testing	$500.00			0.00%
23. Annual Fire Hose Testing	$2,750.00			0.00%
24. SCBA Air Fill Testing (Qtr. Maint.)	$1,675.20		$1,668.16	99.58%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00	$98.30	$653.30	43.55%
27. Engine Pump Recertification	$750.00			0.00%
28. Annual Generator PM	$450.00			0.00%
29. New Paid Position	$45,000.00			0.00%
TOTALS	**$130,479.87**	**$4,434.05**	**$25,897.53**	**19.85%**

Jefferson County Emergency Services District # 1, Inc.

February 2016

February EXPENDITURES				
Payee	Reason	Amount	Date	Check #
Emergency Medical Products, Inc.	1 - Contour Control Solution Low and 1 - High	$21.90	4-Feb	1840
AT&T	Phone, Fax & Security Lines 1/17 - 2/16/2016	$107.78	4-Feb	1841
Julie LaFlamme	Clipboards with storage for all Rescue Vehicles	$76.08	4-Feb	1842
CenterPoint Energy	Station Gas 12/16/2015 - 1/19/2016	$102.51	4-Feb	1843
Emergency Medical Products, Inc.	Replenish Medical Supplies	$492.54	4-Feb	1844
Directv	Television Service 2/7 - 3/6/16	$67.99	16-Feb	1845
Entergy	Electrice Service 1/5 - 2/3/2016	$246.98	16-Feb	1846
Verizon	Internet Service	$37.99	16-Feb	1847
Wathen, DeShong & Juncker, L.L.P.	Final Billing to prepare Tax Return and 1099's	$2,205.00	16-Feb	1848
Card Service Center (VISA)	Truck Fuel 107.84 & Appreciation Meal 215.50	$323.34	16-Feb	1849
Julie LaFlamme	Fast Signs purchase of Window Decals	$81.19	16-Feb	1850
Julie LaFlamme	Sam's purchase (Bath Tissue, Chips, Bath Towels, Flatware & Cleaner	$98.30	16-Feb	1851
Julie LaFlamme	Department Mascot	$68.21	16-Feb	1852
Jeanna LaFlamme	Reimburse for Ink Cartridges needed by Secretary	$29.44	16-Feb	1853
Cocomo Joes	Department T-Shirts	$474.80	16-Feb	1854
TOTAL		$4,434.05		

Jefferson County Emergency Services District # 1, Inc.
February 2016

Community Bank Checking

Beginning February Balance	$39,666.33
Withdrawals - Checks Written	-$4,434.05
Withdrawals - Debit for Vendor	
Transfers	
Deposits*	
Ending February Balance	$35,232.28

Community Bank Statement

$35,670.50 Ending February Balance

Outstanding Checks

Mark Mann - Unit #58	-$10.00	Check # 1771
Cameron Fontenot - Unit #32	-$5.00	Check # 1814
Jordan Gonzales - Unit #34	-$55.00	Check # 1815
Ranger Ladner - Unit #45	-$10.00	Check # 1817
Mark Mann - Unit #58	-$5.00	Check # 1824
Julie LaFlamme	-$76.08	Check # 1842
Julie LaFlamme	-$81.19	Check # 1850
Julie LaFlamme	-$98.30	Check # 1851
Julie LaFlamme	-$68.21	Check # 1852
Jeanna LaFlamme	-$29.44	Check # 1853

$35,232.28 Community Bank Balance

Deposits to Community Bank

Total Deposits

Jefferson County Emergency Services District # 1, Inc.
February 2016

*Itemized Expenditures	Expenditures	
18. Miscellaneous Expenitures Detailed		
Visa purchase of Appreciation Meal	$215.50	**Amount to be transferred from Savings in March**
Reimburse Julie - Fast Sign Vehicle Window Decals	$81.19	
Reimburse Julie - Department Mascot	$68.21	
Total Misc. Expenitures	**$364.90**	

Volunteers **Savings Account**	**$14,216.80**
Deposits	
Withdrawals	
Transfer	
Fees	
Savings Balance	**$14,216.80**

February 2016-Department Financials

Jefferson County Emergency Services District # 1, Inc.

	February 2016 $ Budget Amount	February Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67			0.00%
2. Vehicle and A&S Insurance	$14,000.00		$48.00	0.34%
3. Workman's Comp,	$900.00			0.00%
4. Vehicle Maintenance/Repair	$5,500.00			0.00%
5. Equipment Maintenance/Repair	$1,000.00			0.00%
6. Fuel	$2,500.00	$107.84	$705.35	28.21%
7. Bunker Gear Maintenance/Purchase	$1,000.00		$8,953.50	895.35%
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14. Fire Training	$1,000.00			0.00%
15. Medical Training	$1,500.00			0.00%
16. Medical Supplies	$2,500.00	$514.44	$514.44	20.58%
17. Organizational Dues	$400.00		$135.00	33.75%
18. Miscellaneous *(See Itemized Listing)	$2,000.00	$364.90	$1,351.41	67.57%
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22. Annual Air Pak Testing	$500.00			0.00%
23. Annual Fire Hose Testing	$2,750.00			0.00%
24. SCBA Air Fill Testing (Qtr. Maint.)	$1,675.20		$1,668.16	99.58%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00	$98.30	$653.30	43.55%
27. Engine Pump Recertification	$750.00			0.00%
28. Annual Generator PM	$450.00			0.00%
29. New Paid Position	$45,000.00			0.00%
TOTALS	**$130,479.87**	**$4,434.05**	**$25,897.53**	**19.85%**

Jefferson County Emergency Services District # 1, Inc.

February 2016

February EXPENDITURES				
Payee	Reason	Amount	Date	Check #
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Julie LaFlamme	Sam's purchase (Bath Tissue, Chips, Bath Towels, Flatware & Cleaner	$98.30	16-Feb	1851
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Cocomo Joes	Department T-Shirts	$474.80	16-Feb	1854
TOTAL		$4,434.05		

Jefferson County Emergency Services District # 1, Inc.
February 2016

Community Bank Checking

Beginning February Balance	$39,666.33
Withdrawals - Checks Written	-$4,434.05
Withdrawals - Debit for Vendor	
Transfers	
Deposits*	
Ending February Balance	$35,232.28

Community Bank Statement

$35,670.50 Ending February Balance

Outstanding Checks

Mark Mann - Unit #58	-$10.00	Check # 1771
Cameron Fontenot - Unit #32	-$5.00	Check # 1814
Jordan Gonzales - Unit #34	-$55.00	Check # 1815
Ranger Ladner - Unit #45	-$10.00	Check # 1817
Mark Mann - Unit #58	-$5.00	Check # 1824
Julie LaFlamme	-$76.08	Check # 1842
Julie LaFlamme	-$81.19	Check # 1850
Julie LaFlamme	-$98.30	Check # 1851
Julie LaFlamme	-$68.21	Check # 1852
Jeanna LaFlamme	-$29.44	Check # 1853

$35,232.28 Community Bank Balance

Deposits to Community Bank

Total Deposits

Jefferson County Emergency Services District # 1, Inc.
February 2016

*Itemized Expenditures	Expenditures	
18. Miscellaneous Expenitures Detailed		
Visa purchase of Appreciation Meal	$215.50	**Amount to be transferred from Savings in March**
Reimburse Julie - Fast Sign Vehicle Window Decals	$81.19	
Reimburse Julie - Department Mascot	$68.21	
Total Misc. Expenitures	**$364.90**	

Volunteers **Savings Account**	**$14,216.80**
Deposits	
Withdrawals	
Transfer	
Fees	
Savings Balance	**$14,216.80**

April 2016-Minutes

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

MINUTES OF REGULAR MEETING OF APRIL 19, 2016

The meeting was called to order by President Jones, with a quorum declared present.

Members Present:	Lavon Jones, President Sue Haver, Treasurer Sonny Wadenpfuhl, Secretary John Johnson, SeTxRPC Ralph Muzzillo, NewMember
Fire Department:	Chris Gonzales, Fire Department Chief Julie LaFlamme, Administrative Assistant

A welcome was extended to Ralph Muzzillo, our newest member from Northwest Forest.

1. The invocation was offered by Chief Gonzales.

2. Julie LaFlamme presented fire department finance reports for March, 2016. Chief Gonzales presented run reports for January, February, and March, 2016. No action by the board was taken.

3. Minutes of the March 15, 2016 meeting were read, and on motion of Member Johnson and seconded by Member Haver, the minutes were *approved* unanimously.

4. Treasurer Haver presented the ESD-1 financial statement for March 2016, showing a total liquid asset balance of $152,444.68. On motion by Member Johnson and seconded by Member Muzzillo, the financial statement was *approved* unanimously.

5. In the continuing discussion on manning the fire department during week days, President Jones urged a subcommittee of Member Johnson and Member Wadenpfuhl to personally meet with attorneys specializing in Emergency Service District activities, to be discussed again at the May 17, 2016 monthly meeting.

6. After discussion of the higher fees for the fiscal year audit to be charged by Jon Watson of Brooks-Cardiel, a motion was made by Member Muzzillo, and seconded by Member Johnson to submit a Financial Report instead of a full audit for the 2014-15 fiscal year.

7. On a motion by Member Johnson and seconded by Member Wadenpfuhl, the board *approved* unanimously to fund the fire department its semi-annual allocation, 1/2 of their budget, in the amount of $42,739.94.

8. The office of the president was discussed in light of the impending retirement of President Jones. No action by the board was taken.

9. On a motion by Member Muzzillo and seconded by Member Johnson, ESD-1 will pay Jefferson County Appraisal District $361.63 for the second quarter entity allocation. Motion *passed* unanimously.

President Jones declared the meeting adjourned.

Minutes prepared by Secretary Wadenpfuhl

March 2016-District Financials

Monthly Financial Report

	Jan-16	Feb-16	Mar-16
Wells Fargo Checking Account			
Beginning Balance	$35,723.91	$53,173.22	$111,962.06
Credits			
Tax Deposit	60,606.41	58,785.06	17,098.09
Interest	2.62	3.78	4.82
Total Credits	$60,609.03	$58,788.84	$17,102.91
Total Debits	(43,159.72)	0.00	(4,038.30)
Ending Balance	$53,173.22	$111,962.06	$125,026.67
Wells Fargo Savings Account			
Beginning Balance	$3,681.81	$3,681.90	$3,681.99
Interest Earned	0.09	0.09	0.09
Ending Balance	$3,681.90	$3,681.99	$3,682.08
Capitol One Savings Account (Quarterly)			
Beginning Balance	$23,724.13	$23,724.13	$23,724.13
Interest Earned	0.00	0.00	11.80
Debits	0.00	0.00	0.00
Ending Balance	$23,724.13	$23,724.13	$23,735.93
RECAPITULATION			
Wells Fargo Checking	53,173.22	111,962.06	125,026.67
Wells Fargo Savings	3,681.90	3,681.99	3,682.08
Capitol One Savings	23,724.13	23,724.13	23,735.93
Total Liquid Assets	$80,579.25	$139,368.18	$152,444.68

	Checking Ledger						
	Category	Payee	Check #	Date	Amount	Cleared	Outstanding
1	Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
2	SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
3	Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
4	JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
5	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
6	Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
7	Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
8	Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
9	JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
10	VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
11	JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
12	Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
13	Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
14	Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
15	Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
16	Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
17	Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
18	JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
19	Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
20	Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
21	Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
22	Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
23	Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
24	SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
25	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
26	1st Quarter Entity Allotments	JCAD	1366	12/10/2015	(361.63)	Y	
27	Fire Department Expenses	JC ESD #1, INC	1367	1/19/2016	(42,739.94)	Y	
28	Client Analysis Service Chg.	Wells Fargo Bank	Debit	1/11/2016	(419.78)	Y	
29	SAFE-D Conference Reimburse.	Sue Haver	1368	3/15/2016	(595.30)	Y	
30	Property Insurance	VFIS	1369	3/15/2016	(3,443.00)	Y	
31	Void	Void	1370	3/15/2016	0.00		

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Analyzed Business Checking Plus PF

Account number: **9568229700** ■ March 1, 2016 - March 31, 2016 ■ Page 1 of 2
Image count: 2

EOENSSDTZA 004318

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-225-5935)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

Account summary

Analyzed Business Checking Plus PF

Account number	*Beginning balance*	*Total credits*	*Total debits*	*Ending balance*
9568229700	$111,962.06	$17,102.91	-$4,038.30	$125,026.67

Interest summary

Annual percentage yield earned this period	0.05%
Interest earned during this period	$4.82
Year to date interest and bonuses paid	$11.22
Total interest and bonuses earned in 2015	$28.85

Credits

Electronic deposits/bank credits

Effective date	*Posted date*	*Amount*	*Transaction detail*
	03/04	17,098.09	WT Seq#44614 Jefferson County /Org=Jefferson County Srf# IN16030407094445 Trn#160304044614 Rfb# 000010636
	03/31	4.82	Interest Payment
		$17,102.91	**Total electronic deposits/bank credits**
		$17,102.91	**Total credits**

Debits

Checks paid

Number	*Amount*	*Date*	*Number*	*Amount*	*Date*
1368	595.30	03/18	1369	3,443.00	03/23

	$4,038.30	**Total checks paid**
	$4,038.30	**Total debits**

EOENSSDTZA 004318 NNNNNNNNN NNN NNN 001 002 808 032835 1498895.1.1

Daily ledger balance summary

Date	*Balance*	*Date*	*Balance*	*Date*	*Balance*
02/29	111,962.06	03/18	128,464.85	03/31	125,026.67
03/04	129,060.15	03/23	125,021.85		

Average daily ledger balance **$126,137.22**

IMPORTANT ACCOUNT INFORMATION

Overdraft Fee Waiver Clarification: We will waive any overdraft fees if both your ending daily account balance (posted balance) and your available balance (which includes pending transactions) are overdrawn by $5 or less and there are no items returned for insufficient funds at the end of our nightly processing. This fee waiver is associated with the total overdrawn balance, not the dollar size of the transaction(s) contributing to the overdrawn balance. To find out more about online banking tools that Wells Fargo offers to help you manage and track your spending, visit wellsfargo.com/biz/online_banking. For additional information, see your Account Agreement, speak with a local banker, or call the phone number on the top of your statement.

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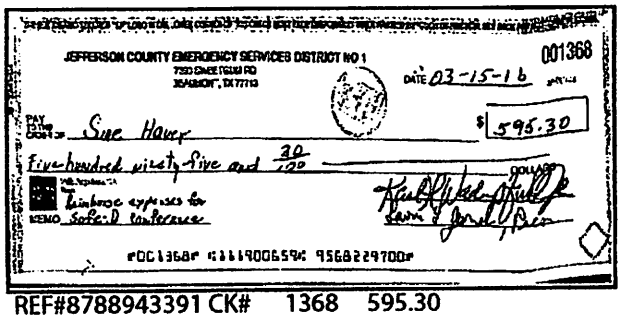

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7550 EAGLE TOWN RD
BEAUMONT, TX 77713

001368

DATE 03-15-16

PAY TO THE ORDER OF Sue Haver $ 595.30

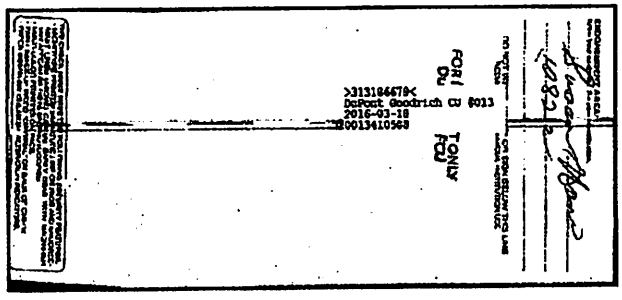
Five-hundred ninety-five and 30/100 DOLLARS

MEMO Safe'd conference

Kurt Hildebrandt
Sean Jarrell

#001368# C111900659C 9568229700#

REF#8788943391 CK# 1368 595.30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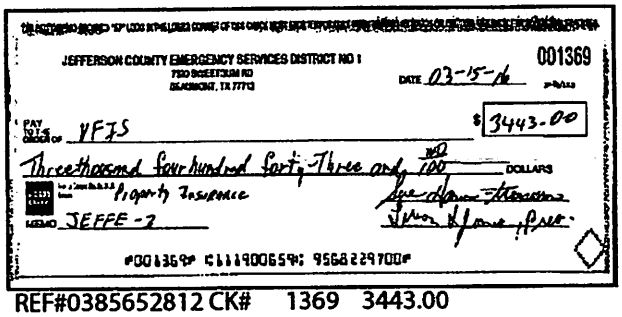

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7550 EAGLETOWN RD
BEAUMONT, TX 77713

001369

DATE 03-15-16

PAY TO THE ORDER OF YFJS $ 3443.00

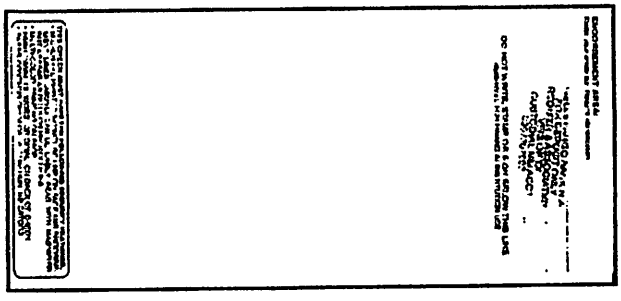
Threethousand four hundred forty-three and 00/100 DOLLARS

MEMO JEFFE-2 Property Insurance

Sue Haver Treasurer
Kurt Hildebrandt Pres.

#001369# C111900659C 9568229700#

REF#0385652812 CK# 1369 3443.00



EOENSSDTZA 004318 NNNNNNNNNN NNN NNN 002 002 808 032837 11498895.1.1

Business Market Rate Public Funds

Account number: **7935613534** ■ March 1, 2016 - March 31, 2016 ■ Page 1 of 4

006336 1 AV 0.391 974675

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

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Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

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IMPORTANT ACCOUNT INFORMATION

Periodically, we may evaluate the timing of statements, monthly service fee assessment and interest payments to your accounts. We may adjust the timing in order to align your statement, monthly service fee assessment (if any) and interest payment dates with one another. You may receive a partial statement that reflects activity and interest payments from the last statement date to the date of the change. No monthly service fees will be assessed during a partial statement period and there will be no impact to your interest rate or compounding frequency.

Activity summary

Beginning balance on 3/1	$3,681.99
Deposits/Credits	0.09
Withdrawals/Debits	- 0.00
Ending balance on 3/31	**$3,682.08**
Average ledger balance this period	$3,681.99

Account number: **7935613534**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

DCRF11UTLX 006336 NNNNNNNNN NNN NNN 001 002 808 028283 11499147.5

Interest summary

Interest paid this statement	$0.09
Average collected balance	$3,681.99
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.09
Interest paid this year	$0.27
Total interest paid in 2015	$1.11

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
3/31	Interest Payment	0.09		3,682.08
Ending balance on 3/31				**3,682.08**
Totals		**$0.09**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 03/01/2016 - 03/31/2016	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,681.99 ☑
• Average collected balance	$5,000.00	$3,682.00 ☐

YD/YD

0262G4

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Deposited Items	0	20	0	0.50	0.00
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Total service charges					**$0.00**

UPGR

JEFFERSON COUNTY EMERGENCY SERVICES 149752
7390 SWEETGUM
BEAUMONT TX 77713

▸ Contact your Relationship Manager to discuss targeted solutions for your evolving business needs.

ACCOUNT SUMMARY FOR PERIOD JANUARY 01, 2016 - MARCH 31, 2016

Business Advantage Savings 00003331451109

Previous Balance 12/31/15	$23,724.13
0 Deposits/Credits	$0.00
Interest Paid	$11.80
0 Debits	$0.00
Service Charges	$0.00
Ending Balance 03/31/16	$23,735.93

JEFFERSON COUNTY EMERGENCY SERVICES

Number of Days in Cycle	91
Minimum Balance This Cycle	$23,724.13
Average Collected Balance	$23,728.06
Interest Earned During this Cycle	$11.80
Interest Paid Year-To-Date	$11.80
Annual Percentage Yield (This Statement Period)	0.20%

ACCOUNT DETAIL FOR PERIOD JANUARY 01, 2016 - MARCH 31, 2016

Business Advantage Savings 00003331451109

JEFFERSON COUNTY EMERGENCY SERVICES

Date	*Description*	*Deposits/Credits*	*Withdrawals/Debits*	*Resulting Balance*
01/31	Interest paid	$4.02		$23,728.15
02/29	Interest paid	$3.76		$23,731.91
03/31	Interest paid	$4.02		$23,735.93
Total		$11.80	$0.00	

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149752

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MEMBER FDIC EQUAL HOUSING LENDER

March 2016-Department Financials

Jefferson County Emergency Services District # 1, Inc.

	March 2016 $ Budget Amount	March Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67			0.00%
2. Vehicle and A&S Insurance	$14,000.00		$48.00	0.34%
3. Workman's Comp,	$900.00			0.00%
4. Vehicle Maintenance/Repair	$5,500.00	$53.19	$53.19	0.97%
5. Equipment Maintenance/Repair	$1,000.00			0.00%
6. Fuel	$2,500.00	$76.38	$781.74	31.27%
7. Bunker Gear Maintenance/Purchase	$1,000.00	$135.00	$9,088.50	908.85%
8. Radio & Pager Maintenance/Purchase	$2,000.00		$3,320.00	166.00%
9. Uniform Maintenance/Purchases	$500.00	$624.55	$1,099.35	219.87%
10. Telephone Service (Phone/Fax/Security)	$1,650.00	$215.16	$644.47	39.06%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00		$890.00	40.45%
13. Print/Copy/Office Supplies	$500.00	$48.01	$375.79	75.16%
14. Fire Training	$1,000.00			0.00%
15. Medical Training	$1,500.00	$256.30	$256.30	17.09%
16. Medical Supplies	$2,500.00		$514.44	20.58%
17. Organizational Dues	$400.00		$135.00	33.75%
18. Miscellaneous *(See Itemized Listing)	$2,000.00	$9.98	$1,361.39	68.07%
19. Utilities (Electric, Gas)	$3,000.00	$373.28	$1,798.50	59.95%
20. Internet & TV	$1,200.00	$105.98	$662.24	55.19%
21. Accounting - CPA & IRS & Audit	$7,500.00		$4,445.00	59.27%
22. Annual Air Pak Testing	$500.00	$171.00	$171.00	34.20%
23. Annual Fire Hose Testing	$2,750.00			0.00%
24. SCBA Air Fill Testing (Qtr. Maint.)	$1,675.20		$1,668.16	99.58%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00	$55.00	$708.30	47.22%
27. Engine Pump Recertification	$750.00			0.00%
28. Annual Generator PM	$450.00			0.00%
29. New Paid Position	$45,000.00			0.00%
TOTALS	**$130,479.87**	**$2,123.83**	**$28,021.37**	**21.48%**

Jefferson County Emergency Services District # 1, Inc.

March 2016

March EXPENDITURES

Payee	Reason	Amount	Date	Check #
Julie LaFlamme	Office Supplies for Vehicle Clip Boards	$40.78	1-Mar	1855
Julie LaFlamme	Reimbursement (Ice & Drinks for Appreciation	$9.98	1-Mar	1856
Julie LaFlamme	Reimbursement for Certified Mail to IRS	$7.23	1-Mar	1857
Galls	4 - Winter Jackets for Members	$247.18	1-Mar	1858
CenterPoint Energy	Station Gas Service 1/19 - 2/18/2016	$87.61	1-Mar	1859
AT&T	Phone, Gax & Security Lines 2/17 - 3/16/2016	$107.58	1-Mar	1860
MES Depositiory Acct.	Air Sample & Fuel Charge	$171.00	15-Mar	1861
Verizon	Internet Service 2/2 - 3/1/2016	$37.99	15-Mar	1862
Entergy	Electric Service 2/3 - 3/3/2016	$244.69	15-Mar	1863
Galls	Winter Jacket for Member	$60.37	15-Mar	1864
Card Service Center (VISA)	Fuel $76.38, Helmet Batteries $135.00	$211.38	15-Mar	1865
Justin Hidalgo	Reimbursement for Hotel Stay during ECA Testing	$256.30	15-Mar	1866
Siddons-Martin	Rens Lens & Freight Chrgs.	$53.19	22-Mar	1867
Directv	Television Service 3/7 - 4/6/2016	$67.99	22-Mar	1868
Casco Industries	1 pair of Work Boots - John Gundolf	$317.00	22-Mar	1869
Terry Peddy Pest Control, Inc.	Qtrly Pest Control Service	$55.00	22-Mar	1870
CenterPoint Energy	Station Gas Service 2/8 -3/18/2016	$40.98	29-Mar	1871
AT&T	Phone, Gax & Security Lines3/17 - 4/16/2016	$107.58	29-Mar	1872
TOTAL		**$2,123.83**		

Jefferson County Emergency Services District # 1, Inc.

Community Bank Checking — **March 2016**

Beginning March Balance	**$35,232.28**
Withdrawals - Checks Written	**-$2,123.83**
Withdrawals - Debit for Vendor	
Transfers	
Deposits*	**$345.65**
Ending March Balance	**$33,454.10**

Community Bank Statement

$33,632.66 Ending March Balance

Outstanding Checks

Mark Mann - Unit #58	-$10.00	Check # 1771
Cameron Fontenot - Unit #32	-$5.00	Check # 1814
Ranger Ladner - Unit #45	-$10.00	Check # 1817
Mark Mann - Unit #58	-$5.00	Check # 1824
CenterPoint Energy	-$40.98	Check # 1871
AT&T	-$107.58	Check # 1872

$33,454.10 Community Bank Balance

Deposits to Community Bank

Total Deposits

Transfer from Member Savings - (Reimbursement)	
Appreciation Meal, Ice & Drinks **(215.50 + 9.98)**	$225.48
BBQ Grill	51.96
Station Mascot	68.21
	$345.65

Jefferson County Emergency Services District # 1, Inc.
March 2016

Expenditures

***Itemized Expenditures**

18. Miscellaneous Expenitures Detailed

Julie LaFlamme - Appreciation Meal (Ice & Drinks)	$9.98
Total Misc. Expenitures	**$9.98**

	$14,216.80
Volunteers **Savings Account**	
Deposits	
Withdrawals	**-$345.65**
Transfer	
Fees	**$13,871.15**
Savings Balance	

May 2016-Minutes

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

MINUTES OF REGULAR MEETING OF MAY 17, 2016

The meeting was called to order by President Jones, with a quorum declared present.

Members Present:	Lavon Jones, President Sue Haver, Treasurer Sonny Wadenpfuhl, Secretary John Johnson, SeTxRPC
Member(s) absent:	Ralph Muzzillo
Fire Department:	Chris Gonzales, Fire Department Chief Julie LaFlamme, Administrative Assistant

1. The invocation was offered by Member Johnson.

2. Julie LaFlamme presented fire department finance report for April, 2016. Chief Gonzales presented run report for April, 2016. No action by the board was taken.

3. Minutes of the April 19, 2016 meeting were read, and on motion of Member Haver and seconded by Member Johnson, the minutes, with correction, were *approved* unanimously.

4. Treasurer Haver presented the ESD-1 financial statement for April 2016, showing a total liquid asset balance of $114,281.09 with errors/changes/corrections noted in the Capitol One Savings Account. On motion by Member Johnson and seconded by Member Wadenpfuhl, the financial statement was *approved* unanimously.

5. Chief Gonzales explained the need to raise the western concrete apron in front of the fire station. The area had settled due to water drainage off the roof of the station. This repair is responsibility of the Emergency Services District #1. Member Johnson was appointed to consult with Bevil Oaks City Council member Danny Frugé to get the contractor to review the original 2014 estimate. Member Wadenpfuhl offered a motion for Member Johnson to pursue getting the quote from the contractor clarified and up to date. Member Haver seconded. *Approved* unanimously.

6. On a motion by Member Johnson, Members Johnson and Wadenpfuhl were to contact the local Beaumont law firm of Benckenstein & Oxford and have attorney Joshua Heinz interview with the board at a special called meeting between now and the next regularly scheduled board meeting. Heinz is the attorney of record for several local emergency services districts. Seconded by Member Haver, the motion *passed* unanimously.

7. Discussion on the present lease of the property on which the fire station is located, with updates to the possible changes to the property lease. No action was taken.

8. The need to acquire fidelity bonds for Treasurer Sue Haver, and fire department administrator Julie LaFlamme was discussed. No action was taken.

President Jones declared the meeting adjourned.

Minutes prepared by Secretary Wadenpfuhl

April 2016-District Financials

Monthly Financial Report

	Feb-16	Mar-16	Apr-16
Wells Fargo Checking Account			
Beginning Balance	$53,173.22	$111,962.06	$125,026.67
Credits			
Tax Deposit	58,785.06	17,098.09	4,516.07
Interest	3.78	4.82	2.04
Service Charge Reversal			419.78
Total Credits	$58,788.84	$17,102.91	$4,937.89
Total Debits	0.00	(4,038.30)	(43,101.57)
Ending Balance	$111,962.06	$125,026.67	$86,862.99
Wells Fargo Savings Account			
Beginning Balance	$3,681.90	$3,681.99	$3,682.08
Interest Earned	0.09	0.09	0.09
Ending Balance	$3,681.99	$3,682.08	$3,682.17
Capitol One Savings Account (Quarterly)			
Beginning Balance	$23,724.13	$23,724.13	$23,735.93
Interest Earned	0.00	11.80	0.00
Debits	0.00	0.00	0.00
Ending Balance	$23,724.13	$23,735.93	$23,735.93
RECAPITULATION			
Wells Fargo Checking	111,962.06	125,026.67	86,862.99
Wells Fargo Savings	3,681.99	3,682.08	3,682.17
Capitol One Savings	23,724.13	23,735.93	23,735.93
Total Liquid Assets	$139,368.18	$152,444.68	$114,281.09

Checking Ledger

	Category	Payee	Check #	Date	Amount	Cleared	Outstanding
1	Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
2	SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
3	Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
4	JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
5	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
6	Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
7	Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
8	Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
9	JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
10	VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
11	JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
12	Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
13	Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
14	Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
15	Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
16	Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
17	Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
18	JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
19	Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
20	Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
21	Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
22	Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
23	Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
24	SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
25	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
26	1st Quarter Entity Allotments	JCAD	1366	12/10/2015	(361.63)	Y	
27	Fire Department Expenses	JC ESD #1, INC	1367	1/19/2016	(42,739.94)	Y	
28	Client Analysis Service Chg.	Wells Fargo Bank	Debit	1/11/2016	(419.78)	Y	
29	SAFE-D Conference Reimburse.	Sue Haver	1368	3/15/2016	(595.30)	Y	
30	Property Insurance	VFIS	1369	3/15/2016	(3,443.00)	Y	
31	Void	Void	1370	3/15/2016	0.00		
32	2nd Quarter Entity Allocation	JCAD	1371	4/19/2016	(361.63)	Y	
33	Fire Department Expenses	JC ESD #1, INC	1372	4/19/2016	(42,739.94)	Y	
34							
35							
36							

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Business Checking - Public Funds

Account number: **9568229700** ■ April 1, 2016 - April 30, 2016 ■ Page 1 of 4

EODCKSDTDN 006200

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

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En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☐
Online Statements	☐
Business Bill Pay	☐
Business Spending Report	☐
Overdraft Protection	☐

Activity summary

Beginning balance on 4/1	$125,026.67
Deposits/Credits	4,937.89
Withdrawals/Debits	- 43,101.57
Ending balance on 4/30	**$86,862.99**
Average ledger balance this period	$120,051.73

Account number: **9568229700**
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$2.04
Average collected balance	$127,111.01
Annual percentage yield earned	0.05%
Interest earned this statement period	$2.04
Interest paid this year	$13.26

EODCKSDTDN 006200 NNNNNNNNNN NNN NNN 001 003 808 047613 11527739.1.1

WELLS FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
4/8		WT Seq#46678 Jefferson County /Org=Jefferson County Srf# IN16040807253662 Trn#160408046678 Rfb# 000010744	4,516.07		129,542.74
4/14		Interest Payment	2.04		129,544.78
4/18		Client Analysis Srvc Chrg 160415 Rev Chge 1215 000009568229700	419.78		129,964.56
4/25	1371	Deposited OR Cashed Check		361.63	
4/25	1372	Check		42,739.94	86,862.99
Ending balance on 4/30					**86,862.99**
Totals			**$4,937.89**	**$43,101.57**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount	Number	Date	Amount
1371	4/25	361.63	1372	4/25	42,739.94

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 04/01/2016 - 04/30/2016 — Standard monthly service fee $12.00 — You paid $0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$3,000.00	$86,862.99 ☑
• Average ledger balance	$6,000.00	$120,052.00 ☑
• Qualifying transaction from a linked Wells Fargo Business Payroll Services account	1	0 ☐

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.
WC/WC

047814

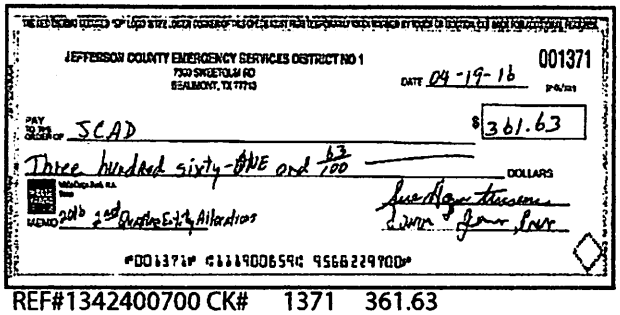
Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Transactions	2	150	0	0.50	0.00
Total service charges					**$0.00**

Account: **9568229700** ■ April 01, 2016 - April 30, 2016 ■ Page 1 of 1

Online banking customers can view and print check images that have cleared since their last statement.

Check Images


JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7350 SINGLETON RD
BEAUMONT, TX 77713

001371

DATE 04-19-16

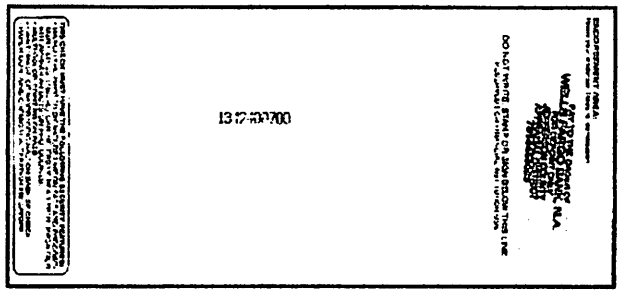
PAY TO THE ORDER OF SCAD $ 361.63

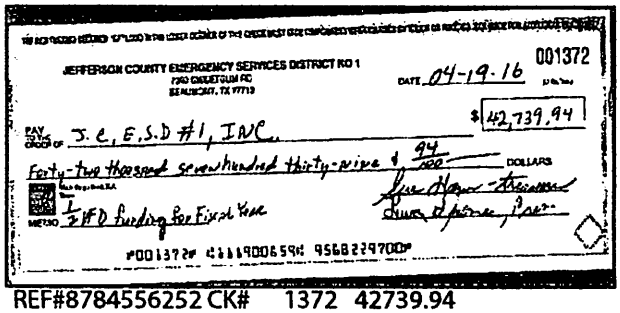
Three hundred sixty-ONE and 63/100 DOLLARS

MEMO 2016 2nd Quarter Entity Allocations

#001371# C111900659C 9568229700#

REF#1342400700 CK# 1371 361.63


1342400700


JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7350 SINGLETON RD
BEAUMONT, TX 77713

001372

DATE 04-19-16

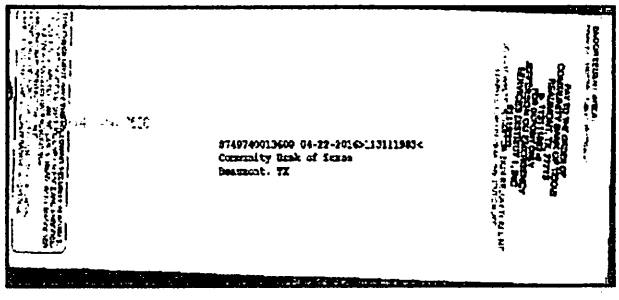
PAY TO THE ORDER OF J.E, E.S.D #1, INC. $ 42,739.94

Forty-two thousand seven hundred thirty-nine & 94/100 DOLLARS

MEMO 1st YTD Funding for Fiscal Year

#001372# C111900659C 9568229700#

REF#8784556252 CK# 1372 42739.94


8749740013609 04-22-2016 131113983
Community Bank of Texas
Beaumont, TX

EODCKSDTDN 006200 NNNNNNNNNN NNN NNN 003 003 808 047617 11527739.1.1

Business Market Rate Public Funds

Account number: **7935613534** ■ April 1, 2016 - April 30, 2016 ■ Page 1 of 3

040323 1 AV 0.391 1098134

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

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Activity summary

Beginning balance on 4/1	$3,682.08
Deposits/Credits	0.09
Withdrawals/Debits	- 0.00
Ending balance on 4/30	**$3,682.17**
Average ledger balance this period	$3,682.08

Account number: **7935613534**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.09
Average collected balance	$3,682.08
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.09
Interest paid this year	$0.36

DCRF11UTLO 040323 NNNNNNNNNN NNN NNN 001 002 808 162297 11527708.2

WELLS FARGO

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
4/29	Interest Payment	0.09		3,682.17
Ending balance on 4/30				**3,682.17**
Totals		**$0.09**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 04/01/2016 - 04/30/2016	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,682.08 ☑
• Average collected balance	$5,000.00	$3,682.00 ☐

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.
YD/YD

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Deposited Items	0	20	0	0.50	0.00
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Total service charges					**$0.00**

182298

IMPORTANT ACCOUNT INFORMATION

Overdraft Fee Waiver Clarification: We will waive any overdraft fees if both your ending daily account balance (posted balance) and your available balance (which includes pending transactions) are overdrawn by $5 or less and there are no items returned for insufficient funds at the end of our nightly processing. This fee waiver is associated with the total overdrawn balance, not the dollar size of the transaction(s) contributing to the overdrawn balance. To find out more about online banking tools that Wells Fargo offers to help you manage and track your spending, visit wellsfargo.com/biz/online_banking. For additional information, see your Account Agreement, speak with a local banker, or call the phone number on the top of your statement.

April 2016-Department Financials

Jefferson County Emergency Services District # 1, Inc.

	April 2016 $ Budget Amount	April Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67			0.00%
2. Vehicle and A&S Insurance	$14,000.00		$48.00	0.34%
3. Workman's Comp,	$900.00			0.00%
4. Vehicle Maintenance/Repair	$5,500.00	$22.50	$75.69	1.38%
5. Equipment Maintenance/Repair	$1,000.00			0.00%
6. Fuel	$2,500.00	$42.21	$823.95	32.96%
7. Bunker Gear Maintenance/Purchase	$1,000.00		$9,088.50	908.85%
8. Radio & Pager Maintenance/Purchase	$2,000.00		$3,320.00	166.00%
9. Uniform Maintenance/Purchases	$500.00		$1,099.35	219.87%
10. Telephone Service (Phone/Fax/Security)	$1,650.00		$644.47	39.06%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00	$310.00	$1,200.00	54.55%
13. Print/Copy/Office Supplies	$500.00		$375.79	75.16%
14. Fire Training	$1,000.00			0.00%
15. Medical Training	$1,500.00	$65.00	$321.30	21.42%
16. Medical Supplies	$2,500.00		$514.44	20.58%
17. Organizational Dues	$400.00		$135.00	33.75%
18. Miscellaneous *(See Itemized Listing)	$2,000.00	$165.00	$1,526.39	76.32%
19. Utilities (Electric, Gas)	$3,000.00	$204.12	$2,002.62	66.75%
20. Internet & TV	$1,200.00	$105.98	$768.22	64.02%
21. Accounting - CPA & IRS & Audit	$7,500.00		$4,445.00	59.27%
22. Annual Air Pak Testing	$500.00		$171.00	34.20%
23. Annual Fire Hose Testing	$2,750.00	$1,970.00	$1,970.00	71.64%
24. SCBA Air Fill Testing (Qtr. Maint.)	$1,675.20		$1,668.16	99.58%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00	$443.40	$1,151.70	76.78%
27. Engine Pump Recertification	$750.00			0.00%
28. Annual Generator PM	$450.00			0.00%
29. New Paid Position	$45,000.00			0.00%
TOTALS	**$130,479.87**	**$3,328.21**	**$31,349.58**	**24.03%**

Jefferson County Emergency Services District # 1, Inc.

April 2016

April EXPENDITURES

Payee	Reason	Amount	Date	Check #
Sharp Testing Services, Inc.	Hose Testing (Test held in December)	$1,970.00	12-Apr	1873
Entergy	Electric Service 3/3 - 4/4/2016	$204.12	12-Apr	1874
Verizon	Internet Service 3/2 - 4/1/2016	$37.99	12-Apr	1875
Card Service Center (MasterCard) x1379	Fuel $42.21	$42.21	12-Apr	1876
DirecTv	Television Service 4/7 - 5/6/2016	$67.99	12-Apr	1877
Justin Hidalgo	First Responder/EMR Application	$65.00	12-Apr	1878
Dan Flowers, Unit #2	2nd Qtr Stipends, Jan-Mar, 13 runs	$65.00	19-Apr	1879
James Martin, Unit #11	2nd Qtr Stipends, Jan-Mar, 5 runs	$25.00	19-Apr	1880
Lewis Leach, Unit #14	2nd Qtr Stipends, Jan-Mar, 1 runs	$5.00	19-Apr	1881
Tom Phillips, Jr. - Unit #23	2nd Qtr Stipends, Jan-Mar, 6 runs	$30.00	19-Apr	1882
Cameron Fontenot, Unit #32	2nd Qtr Stipends, Jan-Mar, 2 runs	$10.00	19-Apr	1883
Jordan Gonzales, Unit #34	2nd Qtr Stipends, Jan-Mar, 4 runs	$20.00	19-Apr	1884
Ronnie Adams, Unit #40	2nd Qtr Stipends, Jan-Mar, 1 runs	$5.00	19-Apr	1885
Justin Hidalgo, Unit #52	2nd Qtr Stipends, Jan-Mar, 4 runs	$20.00	19-Apr	1886
Jose Vazquez, Unit #53	2nd Qtr Stipends, Jan-Mar, 3 runs	$15.00	19-Apr	1887
John LaFlamme, Unit #55	2nd Qtr Stipends, Jan-Mar, 2 runs	$10.00	19-Apr	1888
Robert Ring, Unit #57	2nd Qtr Stipends, Jan-Mar, 1 runs	$5.00	19-Apr	1889
Mark Mann, Unit #58 (Donated to JCESD#1, Inc)	2nd Qtr Stipends, Jan-Mar,1 runs	$5.00	19-Apr	1890
Tom Phillips, Sr. - Unit #60	2nd Qtr Stipends, Jan-Mar, 19 runs	$95.00	19-Apr	1891
Royal Air, Inc.	Repair of A/C unit not cooling - Found leak	$165.00	19-Apr	1892
Safe and Sound Security Services	Yearly Burglar/Fire Alarm Monitoring	$443.40	19-Apr	1893
Allison Nathan Getz, Jeff Cnty Tax Assessor-Col.	Lic #809718 Inspection Fee	$7.50	19-Apr	1894
Allison Nathan Getz, Jeff Cnty Tax Assessor-Col.	Lic #1127152 Inspection Fee	$7.50	19-Apr	1895
Allison Nathan Getz, Jeff Cnty Tax Assessor-Col.	Lic #1021760 Inspection Fee	$7.50	19-Apr	1896
TOTAL		**$3,328.21**		

Jefferson County Emergency Services District # 1, Inc.

Community Bank Checking **April 2016**

Beginning April Balance	$33,454.10
Withdrawals - Checks Written	-$3,328.21
Withdrawals - Debit for Vendor	
Transfers	
Deposits*	$42,739.94
Ending April Balance	$72,865.83

Community Bank Statement **$73,749.23 Ending April Balance**

Outstanding Checks

Mark Mann - Unit #58	-$10.00	Check #1771
Cameron Fontenot - Unit #32	-$5.00	Check #1814
Ranger Ladner - Unit #45	-$10.00	Check #1817
Mark Mann - Unit #58	-$5.00	Check #1824
James Martin, Unit #11	-$25.00	Check #1880
Lewis Leach, Unit #14	-$5.00	Check #1881
Tom Phillips, Jr. - Unit #23	-$30.00	Check #1882
Cameron Fontenot, Unit #32	-$10.00	Check #1883
Jordan Gonzales, Unit #34	-$20.00	Check #1884
Ronnie Adams, Unit #40	-$5.00	Check #1885
Justin Hidalgo, Unit #52	-$20.00	Check #1886
Jose Vazquez, Unit #53	-$15.00	Check #1887
John LaFlamme, Unit #55	-$10.00	Check #1888
Robert Ring, Unit #57	-$5.00	Check #1889
Mark Mann, Unit #58 (Donated to JCESD#1, Inc)	-$5.00	Check #1890
Tom Phillips, Sr. - Unit #60	-$95.00	Check #1891
Royal Air, Inc.	-$165.00	Check #1892
Safe and Sound Security Services	-$443.40	Check #1893

$72,865.83 Community Bank Balance

Deposits to Community Bank

Second 1/2 Budget from JCESD #1 Board	$42,739.94
	$42,739.94

Jefferson County Emergency Services District # 1, Inc.
April 2016

Expenditures

***Itemized Expenditures**

18. Miscellaneous Expenitures Detailed

Royal Air, Inc. (A/C Unit not working - troubleshoot)	$165.00
Total Misc. Expenitures	**$165.00**

	$13,871.15
Volunteers Savings Account	
Deposits	
Withdrawals	
Transfer	
Fees	**$13,871.15**
Savings Balance	

June 2016-Minutes

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

MINUTES OF REGULAR MEETING OF JUNE 21, 2016

The meeting was called to order by President Jones, with a quorum declared present.

Members Present:	Lavon Jones, President Sue Haver, Treasurer Sonny Wadenpfuhl, Secretary John Johnson, SeTxRPC Ralph Muzzillo
Member(s) absent:	None
Fire Department:	Chris Gonzales, Fire Department Chief Julie LaFlamme, Administrative Assistant

1. The invocation was offered by Member Haver.

2. Julie LaFlamme presented fire department finance report for May, 2016 with a ending balance of $70,802.88. No run report for May, 2016 available. No action by the board was taken.

3. Minutes of the May 17, 2016 meeting were read, and on motion of Member Haver and seconded by Member Johnson, the minutes were *approved* unanimously.

4. Treasurer Haver presented the ESD-1 financial statement for May 2016, showing a total liquid asset balance of $115,464.57. Questions asked about wire-in transfer fees by Wells Fargo Bank. On motion by Member Johnson and seconded by Member Wadenpfuhl, the financial statement was *approved* unanimously.

5. Discussion on needed fire department concrete repairs. Motion to defer approval of this repair until bids are complete by Member Haver, and seconded by Member Wadenpfuhl. *Approved* unanimously.

6. & 11. Discussion on hiring an attorney as legal representation for ESD-1. Special meeting was held by the ESD-1 Board of Commissioners 6-16-16 to interview Joshua Heinz of Benckenstein & Oxford, LLP of Beaumont. Member Muzzillo motioned to employ Joshua Heinz under the terms of the Engagement Letter for Jefferson County ESD-1, Dated June 17, 2016. With second by Member Johnson, motion was *approved* unanimously.

7. & 8. Discussion to defer electing officers until next meeting. Needed: one president, one vice president, and one assistant treasurer. Motion to defer elections was made by Member Haver, and seconded by Member Johnson. Motion was *approved* unanimously.

9. The need to acquire fidelity bonds for Treasurer Sue Haver, and fire department administrator Julie LaFlamme was discussed. Current bonds held under VFIS. Agreed to pursue increasing the amount of the current bonds and inquiring on the cost of doing so.

10. Motion to table moving the current Capitol One savings account to an unnamed bank was made by Member Johnson and seconded by Member Haver. Motion was *approved* unanimously.

12. Motion to pay Jefferson County Appraisal District its Third Quarter allocation of $286.56 was made by Member Muzzillo and seconded by Member Wadenpfuhl. Motion was *approved* unanimously.

President Jones declared the meeting adjourned.

Minutes prepared by Secretary Wadenpfuhl

May 2016-District Financials

JCESD # 1 May 2016 Financial Report

Monthly Financial Report

	Mar-16	Apr-16	May-16
Wells Fargo Checking Account			
Beginning Balance	$111,962.06	$125,026.67	$86,862.99
Credits			
Tax Deposit	17,098.09	4,516.07	1,198.38
Interest	4.82	2.04	0.00
Service Charge Reversal		419.78	0.00
Total Credits	$17,102.91	$4,937.89	$1,198.38
Total Debits	(4,038.30)	(43,101.57)	(15.00)
Ending Balance	$125,026.67	$86,862.99	$88,046.37
Wells Fargo Savings Account			
Beginning Balance	$3,681.99	$3,682.08	$3,682.17
Interest Earned	0.09	0.09	0.10
Ending Balance	$3,682.08	$3,682.17	$3,682.27
Capitol One Savings Account (Quarterly)			
Beginning Balance	$23,724.13	$23,735.93	$23,735.93
Interest Earned	11.80	0.00	0.00
Debits	0.00	0.00	0.00
Ending Balance	$23,735.93	$23,735.93	$23,735.93
RECAPITULATION			
Wells Fargo Checking	125,026.67	86,862.99	88,046.37
Wells Fargo Savings	3,682.08	3,682.17	3,682.27
Capitol One Savings	23,735.93	23,735.93	23,735.93
Total Liquid Assets	$152,444.68	$114,281.09	$115,464.57

	Checking Ledger						
	Category	Payee	Check #	Date	Amount	Cleared	Outstanding
1	Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
2	SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
3	Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
4	JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
5	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
6	Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
7	Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
8	Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
9	JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
10	VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
11	JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
12	Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
13	Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
14	Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
15	Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
16	Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
17	Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
18	JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
19	Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
20	Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
21	Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
22	Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
23	Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
24	SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
25	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
26	1st Quarter Entity Allotments	JCAD	1366	12/10/2015	(361.63)	Y	
27	Fire Department Expenses	JC ESD #1, INC	1367	1/19/2016	(42,739.94)	Y	
28	Client Analysis Service Chg.	Wells Fargo Bank	Debit	1/11/2016	(419.78)	Y	
29	SAFE-D Conference Reimburse.	Sue Haver	1368	3/15/2016	(595.30)	Y	
30	Property Insurance	VFIS	1369	3/15/2016	(3,443.00)	Y	
31	Void	Void	1370	3/15/2016	0.00		
32	2nd Quarter Entity Allocation	JCAD	1371	4/19/2016	(361.63)	Y	
33	Fire Department Expenses	JC ESD #1, INC	1372	4/19/2016	(42,739.94)	Y	
34	Wire Transfer Fee	Wells Fargo Bank	Debit	5/6/2016	(15.00)	Y	
35							
36							

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Business Checking - Public Funds

Account number: **9568229700** ■ May 1, 2016 - May 31, 2016 ■ Page 1 of 3

031192 1 AB 0.399 1252032

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)
TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

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The plans you establish today will shape your business far into the future. The heart of the planning process is your business plan. Take the time now to build a strong foundation. Find out more at wellsfargoworks.com/plan.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	☐
Online Statements	☐
Business Bill Pay	☐
Business Spending Report	☐
Overdraft Protection	☐

Activity summary

Beginning balance on 5/1	$86,862.99
Deposits/Credits	1,198.38
Withdrawals/Debits	- 15.00
Ending balance on 5/31	**$88,046.37**
Average ledger balance this period	$87,855.50

Account number: **9568229700**
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

DCDF11UTLT 031192 NNNNNNNNN NNN NNN 001 002 808 162253 11555879.4

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/6		WT Seq#50451 Jefferson County /Org=Jefferson County Srf# IN16050607385490 Trn#160506050451 Rfb# 000010847	1,198.38		
5/6		Wire Trans Svc Charge - Sequence: 160506050451 Srf# IN16050607385490 Trn#160506050451 Rfb# 000010847		15.00	88,046.37
Ending balance on 5/31					**88,046.37**
Totals			**$1,198.38**	**$15.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 05/01/2016 - 05/31/2016 — Standard monthly service fee $12.00 — You paid $0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$3,000.00	$86,862.99 ☑
• Average ledger balance	$6,000.00	$87,856.00 ☑
• Qualifying transaction from a linked Wells Fargo Business Payroll Services account	1	0 ☐

WC/WC

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Transactions	0	150	0	0.50	0.00
Total service charges					**$0.00**

Business Market Rate Public Funds

Account number: **7935613534** ■ May 1, 2016 - May 31, 2016 ■ Page 1 of 3

047188 1 AV 0.376 1260960

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
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TTY: 1-800-877-4833
En español: 1-877-337-7454

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P.O. Box 6995
Portland, OR 97228-6995

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The plans you establish today will shape your business far into the future. The heart of the planning process is your business plan. Take the time now to build a strong foundation. Find out more at wellsfargoworks.com/plan.

Activity summary

Beginning balance on 5/1	$3,682.17
Deposits/Credits	0.10
Withdrawals/Debits	- 0.00
Ending balance on 5/31	**$3,682.27**
Average ledger balance this period	$3,682.17

Interest summary

Interest paid this statement	$0.10
Average collected balance	$3,682.17
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.10
Interest paid this year	$0.46

Account number: **7935613534**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

DCRF11UTL2 047188 NNNNNNNNNN NNN NNN 001 002 808 188475 11556229.2

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/31	Interest Payment	0.10		3,682.27
Ending balance on 5/31				**3,682.27**
Totals		**$0.10**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 05/01/2016 - 05/31/2016	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,682.17 ☑
• Average collected balance	$5,000.00	$3,682.00 ☐

YD/YD

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Deposited Items	0	20	0	0.50	0.00
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Total service charges					**$0.00**

188476

May 2016-Department Financials

Jefferson County Emergency Services District # 1, Inc.

	May 2016 $ Budget Amount	May Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67			0.00%
2. Vehicle and A&S Insurance	$14,000.00		$48.00	0.34%
3. Workman's Comp,	$900.00			0.00%
4. Vehicle Maintenance/Repair	$5,500.00	$70.23	$145.92	2.65%
5. Equipment Maintenance/Repair	$1,000.00	$19.00	$19.00	1.90%
6. Fuel	$2,500.00	$135.62	$959.57	38.38%
7. Bunker Gear Maintenance/Purchase	$1,000.00		$9,088.50	908.85%
8. Radio & Pager Maintenance/Purchase	$2,000.00		$3,320.00	166.00%
9. Uniform Maintenance/Purchases	$500.00		$1,099.35	219.87%
10. Telephone Service (Phone/Fax/Security)	$1,650.00	$116.80	$761.27	46.14%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00	$338.10	$1,538.10	69.91%
13. Print/Copy/Office Supplies	$500.00	$23.81	$399.60	79.92%
14. Fire Training	$1,000.00			0.00%
15. Medical Training	$1,500.00		$321.30	21.42%
16. Medical Supplies	$2,500.00	$115.50	$629.94	25.20%
17. Organizational Dues	$400.00	$250.00	$385.00	96.25%
18. Miscellaneous *(See Itemized Listing)	$2,000.00	$71.90	$1,433.29	71.66%
19. Utilities (Electric, Gas)	$3,000.00	$239.81	$2,242.43	74.75%
20. Internet & TV	$1,200.00	$105.98	$874.20	72.85%
21. Accounting - CPA & IRS & Audit	$7,500.00		$4,445.00	59.27%
22. Annual Air Pak Testing	$500.00		$171.00	34.20%
23. Annual Fire Hose Testing	$2,750.00		$1,970.00	71.64%
24. SCBA Air Fill Testing (Qtr. Maint.) & Oxygen	$1,675.20	$72.30	$1,740.46	103.90%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00	$513.90	$1,830.60	122.04%
27. Engine Pump Recertification	$750.00			0.00%
28. Annual Generator PM	$450.00			0.00%
29. New Paid Position (Board has funds)	$0.00			#DIV/0!
TOTALS	**$85,479.87**	**$2,072.95**	**$33,422.53**	**39.10%**

Jefferson County Emergency Services District # 1, Inc.

May 2016

May EXPENDITURES

Payee	Reason	Amount	Date	Check #
Allison Nathan Getz-Jeff Cnty Tax Assessor-Col.	Inspection Fee - 2015 Chevy Tahoe	$7.50	3-May	1897
Physio-Control, Inc.	Infant AED	$115.50	3-May	1898
CenterPoint Energy	Station Gas Service 3/18 - 4/19/2016	$38.87	3-May	1899
Justin Hidalgo	Mileage expense - Medical Training in Burleson, TX	$338.10	3-May	1900
AT&T	Phone, Fax & Security Lines 4/17 - 5/16/2016	$116.80	3-May	1901
Julie LaFlamme	Reimbursement - Box of Expanding File Folders	$23.81	3-May	1902
Coastal Welding Supply Inc.	Oxygen & Haz mat fee	$72.30	10-May	1903
Verizon	Internet Service 5/2 - 6/1/2016	$37.99	10-May	1904
Chris Gonzales	Reimb. Dues - Sabine Neches Chiefs Assn.	$250.00	10-May	1905
Julie LaFlamme	Reimb. - Water, Candy & Gatorade	$71.90	10-May	1906
Card Service Center (Mastercard)	Flags 66.90, Truck Fuel 110.63, Truck Maint 62.73, Fuel for gas cans 19.00	$259.26	10-May	1907
Chris Gonzales	Fuel for Engine #2	$24.99	10-May	1908
Entergy	Electric Service	$200.94	17-May	1909
Directv	Televsion Service 5/7 - 6/6/2016	$67.99	17-May	1910
Royal Air, Inc.	Labor & mat'l to install warranty item on A/C Unit	$447.00	17-May	1911
TOTAL		**$2,072.95**		

Jefferson County Emergency Services District # 1, Inc.
May 2016

Community Bank Checking

Beginning ~~April~~ Balance	$72,865.83
Withdrawals - Checks Written	-$2,072.95
Withdrawals - Debit for Vendor	
Transfers	
Deposits*	$10.00
Ending ~~April~~ Balance	$70,802.88

Community Bank Statement

$70,885.38 Ending April Balance

Outstanding Checks

Mark Mann - Unit #58	-$10.00	Check #1771
Cameron Fontenot - Unit #32	-$5.00	Check #1814
Ranger Ladner - Unit #45	-$10.00	Check #1817
Mark Mann - Unit #58	-$5.00	Check #1824
James Martin, Unit #11	-$25.00	Check #1880
Ronnie Adams, Unit #40	-$5.00	Check #1885
Jose Vazquez, Unit #53	-$15.00	Check #1887
Allison Nathan Getz-Jeff Cnty Tax Assessor-Col.	-$7.50	Check #1897

$70,802.88 Community Bank Balance

Deposits to Community Bank

Void Check # 1883 - Cameron Fontenot	$10.00
	$10.00

Jefferson County Emergency Services District # 1, Inc.
May 2016

Expenditures

***Itemized Expenditures**

18. Miscellaneous Expenitures Detailed

Julie LaFlamme - Water, Gatorade & Candy	$71.90
	$71.90

Total Misc. Expenitures

Volunteers **Savings Account**	**$13,871.15**
Deposits	$5.00
Withdrawals	
Transfer	
Fees	**$13,876.15**
Savings Balance	

July 2016-Minutes

MINUTES OF THE REGULAR MEETING OF
THE BOARD OF COMMISSIONERS OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

A regular meeting of the Board of Commissioners of Jefferson County Emergency Services District No. 1 ("District") was called for at 6:00 p.m. on July 19, 2016, at the Bevil Oaks Civic Center, located at 7390 Sweetgum, Bevil Oaks, Texas 77713, pursuant to notice duly posted according to law.

At approximately 6:20 p.m., the regular meeting was called to order. The roll was called of the duly constituted officers and members of the Board, to wit:

Lavon Jones	President
Sue Haver	Treasurer
Karl Wadenpfuhl	Secretary
John Johnson	Director
Ralph Muzzillo	Director

All of said Board members were present, with the exception of President Jones and Director Johnson, thus constituting a quorum. Also present at the meeting were: Chris Gonzales, Fire Chief of Bevil Oaks VFD; Joshua Heinz and Hubert Oxford, IV, of the law firm Benckenstein & Oxford, L.L.P., attorneys for the District; and, Hoyt Simmons, a District resident. Once a quorum had been determined, the invocation was given by Treasurer Haver under Agenda Item No. 3.

Then, being as there was no public comment under Agenda Item No. 4, the Board was directed to Agenda Item No. 5 regarding Board officer positions. Because of President Jones' pending resignation, Mr. Heinz recommended that the Board hold off on electing officers until a new commissioner has been appointed to replace President Jones. Accordingly, the matter was tabled until the next regular meeting.

The Board then moved along to Agenda Item No. 6 for the VFD report. Chief Gonzales advised that Julie LaFlame had not yet prepared the department's monthly report, but he will provide same to the Board once completed.

The Board was then directed to Agenda Item No. 7 for review of the Minutes of the June 16, 2016 special meeting and June 21, 2016 regular meeting. Upon motion by Secretary Wadenpfuhl and seconded by Treasurer Haver, the June 16, 2016 special meeting minutes were unanimously approved by the Board members present; and, upon motion by Treasurer Haver and seconded by Secretary Wadenpfuhl, the June 21, 2016 regular meeting minutes were unanimously approved by the present members.

Next, Director Muzzillo directed the Board to Agenda Item No. 8, at which time Treasurer Haver reported on the District's financials. She advised that the District's bank account balances as of June 30, 2016 were: Wells Fargo checking account, $90,736.21; Wells Fargo savings account, $3,682.36; Capital One savings account, $23,747.73. Upon motion by Secretary Wadenpfuhl and seconded by Treasurer Haver, the Treasurer's report was unanimously accepted by the Board members present. No bills were presented for payment by the District.

The Board then moved ahead to Agenda Item No. 10 regarding the Treasurer's Bond. Treasurer Haver advised that the District's insurance policy includes Public Employee Dishonesty coverage for the Treasurer in the amount of $150,000.00, and that the County Judge has indicated that he will accept same in lieu of a bond. Mr. Heinz will check to see if a lower policy amount will significantly decrease the premium, and if so, would the County Judge accept such. Mr. Heinz will report back to the Board at the regular meeting.

The Board was then directed by Director Muzzillo back to Agenda Item No. 9 regarding purchase and repair requests submitted by the VFD. Mr. Heinz reported to the Board that Director Johnson had contacted him prior to the meeting to advise that he had obtained an updated bid for repairing the concrete apron on the west side of the fire station. Mr. Heinz believed that Director Johnson had told him the repairs would cost approximately $3,300.00, but since he could not recall the exact amount, he suggested that the Board consider approving the repair up to certain amount, so as to not delay the project any further. Secretary Wadenpfuhl then made a motion to approve the repairs as recommended by Director Johnson with a cost not to exceed $4,000.00, which was seconded by Treasurer Haver and unanimously approved by the Board members present.

Thereafter, the Board's attention was directed to Agenda Item No. 11 regarding the District's bank accounts. Treasurer Haver recommended that the District savings account at Capital One be closed, and all funds on deposit therein be transferred to the District's Wells Fargo savings account. The Board discussed the matter with counsel, including the need to designate an official bank and adopt an investment policy. Following said discussions, Treasurer Haver made a motion to close the Capital One savings account (Acct No. 00003331451109) and transfer all funds on deposit therein to the Wells Fargo savings account (Acct. No. 7935613534). The motion was seconded by Secretary Wadenpfuhl and unanimously approved by the Board members present.

The Board then moved to Agenda Item No. 12 regarding the District's fiscal year 2016-17 budget and 2016 tax rate. Mr. Heinz and Mr. Oxford advised the Board on the timeline for preparing and approving the budget, as well as the timeline for setting the tax rate, which would be more time consuming should the Board believe it necessary to exceed the District's effective

tax rate. Mr. Heinz will check with the Tax Office to see if the District's effective tax rate questionnaire has been submitted, and if not, he and Mr. Oxford will work with Treasurer Haver to get same completed.

The Board was then directed to Agenda Item No. 13 for other matters, at which time the Board and counsel discussed the new law which requires the District to designate an infectious disease officer. Mr. Heinz and Mr. Oxford will look into the law and its requirements further and report back to the Board at the next regular meeting.

Being as there were other matters to come before the Board, the regular meeting was adjourned at approximately 7:20 p.m.

John R Johnson

Position: PRESIDENT

Date: 7-5-2017

ATTEST:

Sue Haver

Position: Treasurer

Date: 07-05-17

June 2016-District Financials

JCESD # 1

Monthly Financial Report

	Apr-16	May-16	Jun-16
Wells Fargo Checking Account			
Beginning Balance	$125,026.67	$86,862.99	$88,046.37
Credits			
Tax Deposit	4,516.07	1,198.38	2,961.40
Interest	2.04	0.00	0.00
Service Charge Reversal	419.78	0.00	30.00
Total Credits	$4,937.89	$1,198.38	$2,991.40
Total Debits	(43,101.57)	(15.00)	(301.56)
Ending Balance	$86,862.99	$88,046.37	$90,736.21
Wells Fargo Savings Account			
Beginning Balance	$3,682.08	$3,682.17	$3,682.27
Interest Earned	0.09	0.10	0.09
Deposits			
Ending Balance	$3,682.17	$3,682.27	$3,682.36
Capitol One Savings Account (Quarterly)			
Beginning Balance	$23,735.93	$23,735.93	$23,735.93
Interest Earned	0.00	0.00	11.80
Debits	0.00	0.00	0.00
Ending Balance	$23,735.93	$23,735.93	$23,747.73
RECAPITULATION			
Wells Fargo Checking	86,862.99	88,046.37	90,736.21
Wells Fargo Savings	3,682.17	3,682.27	3,682.36
Capitol One Savings	23,735.93	23,735.93	23,747.73
Total Liquid Assets	$114,281.09	$115,464.57	$118,166.30

	Checking Ledger						
	Category	Payee	Check #	Date	Amount	Cleared	Outstanding
1	Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
2	SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
3	Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
4	JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
5	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
6	Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
7	Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
8	Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
9	JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
10	VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
11	JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
12	Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
13	Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
14	Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
15	Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
16	Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
17	Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
18	JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
19	Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
20	Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
21	Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
22	Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
23	Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
24	SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
25	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
26	1st Quarter Entity Allotments	JCAD	1366	12/10/2015	(361.63)	Y	
27	Fire Department Expenses	JC ESD #1, INC	1367	1/19/2016	(42,739.94)	Y	
28	Client Analysis Service Chg.	Wells Fargo Bank	Debit	1/11/2016	(419.78)	Y	
29	SAFE-D Conference Reimburse.	Sue Haver	1368	3/15/2016	(595.30)	Y	
30	Property Insurance	VFIS	1369	3/15/2016	(3,443.00)	Y	
31	Void	Void	1370	3/15/2016	0.00		
32	2nd Quarter Entity Allocation	JCAD	1371	4/19/2016	(361.63)	Y	
33	Fire Department Expenses	JC ESD #1, INC	1372	4/19/2016	(42,739.94)	Y	
34	Wire Transfer Fee	Wells Fargo Bank	Debit	5/6/2016	(15.00)	Y	
35	JCAD Fees	JCAD	1373	6/22/2016	(286.56)	Y	
36	Wire Transfer Fee	Wells Fargo Bank	Debit	6/2/2016	(15.00)	Y	
37							
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Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Business Checking - Public Funds

Account number: **9568229700** ■ June 1, 2016 - June 30, 2016 ■ Page 1 of 4

EODCKSDTHF 006042

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

Available by phone 24 hours a day, 7 days a week:
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TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

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Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

- Business Online Banking ☐
- Online Statements ☐
- Business Bill Pay ☐
- Business Spending Report ☐
- Overdraft Protection ☐

IMPORTANT ACCOUNT INFORMATION

The section titled "Rights and Responsibilities" - "Are we allowed to close your account" and "When are you allowed to close your account" in your Account Agreement have been deleted and replaced by the following effective August 5, 2016.

When can your account be closed?

We can close your account at any time. If the account is closed, we may send the remaining balance on deposit in your account by traditional mail or credit it to another account you maintain with us.

We may, but are not required to allow you to leave on deposit sufficient funds to cover outstanding items to be paid from your account.

- If we do allow funds to remain on deposit, the terms and conditions of the Agreement will continue to apply until we make a final disbursement from your account.

- If we do not allow you to keep funds on deposit, we will not be liable for any loss or damage that may result from dishonoring any of your items that are presented or otherwise received after your account is closed.

EODCKSDTHF 006042 NNNNNNNNNN NNN NNN 001 003 808 050557 11586286.1.1

- You can close your account at any time if the account is in good standing (e.g., does not have a negative balance or any restrictions on the account).

- If your account is an interest-earning account, it will cease to earn interest from the date you request it be closed.

- If your account has Overdraft Protection and/or Debit Card Overdraft Service, these services will be removed when you request to close your account.

- If your account balance does not reach zero within 30 days from the date of your request to close your account, we will charge you the applicable monthly service fee if you do not meet the requirements to avoid the monthly service fee. If the monthly service fee is greater than your account balance, only the amount equal to your account balance will be charged and your account will be closed.

- After 30 days, if your account balance does not reach zero, your account will be returned to active status and subject to all applicable fees. If your account is a variable interest earning account, the interest rates disclosed in the rate sheet in effect on the date your account is returned to active status will apply. We may change the interest rate for variable rate accounts at any time. You will need to reestablish Overdraft Protection and/or Debit Card Overdraft Service if desired by contacting your banker or calling the number on your statement.

Activity summary

Beginning balance on 6/1	$88,046.37
Deposits/Credits	2,991.40
Withdrawals/Debits	- 301.56
Ending balance on 6/30	**$90,736.21**
Average ledger balance this period	$90,870.34

Account number: **9568229700**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

Transaction history

ACH

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
6/2		WT Seq#81444 Jefferson County /Org=Jefferson County Srf# IN16060209325870 Trn#160602081444 Rfb# 000010955	2,961.40		
6/2		Wire Trans Svc Charge - Sequence: 160602081444 Srf# IN16060209325870 Trn#160602081444 Rfb# 000010955		15.00	90,992.77
6/17		Deposit Made In A Branch/Store	30.00		91,022.77
6/27	1373	Deposited OR Cashed Check		286.56	90,736.21
Ending balance on 6/30					**90,736.21**
Totals			**$2,991.40**	**$301.56**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

0505958

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	Date	Amount
1373	6/27	286.56

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Monthly service fee summary (continued)

Fee period 06/01/2016 - 06/30/2016	Standard monthly service fee $12.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$3,000.00	$88,046.37 ☑
• Average ledger balance	$6,000.00	$90,870.00 ☑
• Qualifying transaction from a linked Wells Fargo Business Payroll Services account	1	0 ☐

WC/WC

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Transactions	2	150	0	0.50	0.00
Total service charges					**$0.00**

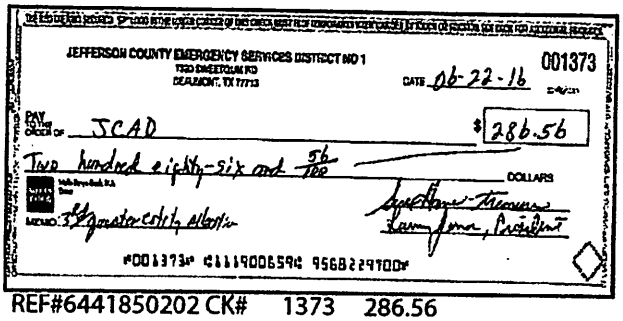
IMPORTANT ACCOUNT INFORMATION

Revised Agreement for Online Access
We're updating our Online Access Agreement effective September 15, 2016.
To see what is changing, please visit wellsfargo.com/onlineupdates.

EODCKSDTHF 006042 NNNNNNNNNN NNN NNN 002 003 808 050559 11586286.1.1

Online banking customers can view and print check images that have cleared since their last statement.

Check Images


JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
1520 DIKE EGGERS RD
BEAUMONT, TX 77713

001373

DATE 06-22-16

PAY TO THE ORDER OF JCAD $ 286.56

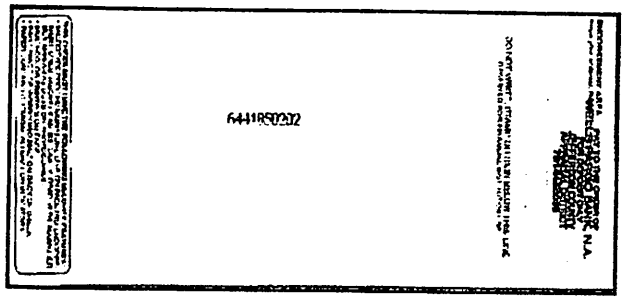
Two hundred eighty-six and 56/100 DOLLARS

MEMO 3rd Quarter-Colin Allen

Larry Jones, President

⑈001373⑈ ⑆111900659⑆ 9568229700⑈

REF#6441850202 CK# 1373 286.56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Business Market Rate Public Funds

Account number: **7935613534** ■ June 1, 2016 - June 30, 2016 ■ Page 1 of 4

017885 1 AV 0.376 1415090

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

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Online: wellsfargo.com/biz

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IMPORTANT ACCOUNT INFORMATION

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When can your account be closed?

We can close your account at any time. If the account is closed, we may send the remaining balance on deposit in your account by traditional mail or credit it to another account you maintain with us.

We may, but are not required to allow you to leave on deposit sufficient funds to cover outstanding items to be paid from your account.

- If we do allow funds to remain on deposit, the terms and conditions of the Agreement will continue to apply until we make a final disbursement from your account.

- If we do not allow you to keep funds on deposit, we will not be liable for any loss or damage that may result from dishonoring any of your items that are presented or otherwise received after your account is closed.

- You can close your account at any time if the account is in good standing (e.g., does not have a negative balance or any restrictions on the account).

- If your account is an interest-earning account, it will cease to earn interest from the date you request it be closed.

DCRF11UTMB 017885 NNNNNNNNN NNN NNN 001 002 808 080405 11586030.5

- If your account has Overdraft Protection and/or Debit Card Overdraft Service, these services will be removed when you request to close your account.

- If your account balance does not reach zero within 30 days from the date of your request to close your account, we will charge you the applicable monthly service fee if you do not meet the requirements to avoid the monthly service fee. If the monthly service fee is greater than your account balance, only the amount equal to your account balance will be charged and your account will be closed.

- After 30 days, if your account balance does not reach zero, your account will be returned to active status and subject to all applicable fees. If your account is a variable interest earning account, the interest rates disclosed in the rate sheet in effect on the date your account is returned to active status will apply. We may change the interest rate for variable rate accounts at any time. You will need to reestablish Overdraft Protection and/or Debit Card Overdraft Service if desired by contacting your banker or calling the number on your statement.

Activity summary

Beginning balance on 6/1	$3,682.27
Deposits/Credits	0.09
Withdrawals/Debits	- 0.00
Ending balance on 6/30	**$3,682.36**
Average ledger balance this period	$3,682.27

Account number: **7935613534**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.09
Average collected balance	$3,682.27
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.09
Interest paid this year	$0.55

080406

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
6/30	Interest Payment	0.09		3,682.36
Ending balance on 6/30				**3,682.36**
Totals		**$0.09**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 06/01/2016 - 06/30/2016	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,682.27 ☑
• Average collected balance	$5,000.00	$3,682.00 ☐

Monthly service fee summary (continued)

YD/YD

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Deposited Items	0	20	0	0.50	0.00
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION

Revised Agreement for Online Access
We're updating our Online Access Agreement effective September 15, 2016.
To see what is changing, please visit wellsfargo.com/onlineupdates.

DCRF11UTMB 017885 NNNNNNNNN NNN NNN 002 002 808 080407 11586030.5

UPGR

JEFFERSON COUNTY EMERGENCY SERVICES 147241
7390 SWEETGUM
BEAUMONT TX 77713

▸ Contact your Relationship Manager to discuss targeted solutions for your evolving business needs.

ACCOUNT SUMMARY FOR PERIOD APRIL 01, 2016 - JUNE 30, 2016

Business Advantage Savings 00003331451109

Previous Balance 03/31/16	$23,735.93
0 Deposits/Credits	$0.00
Interest Paid	$11.80
0 Debits	$0.00
Service Charges	$0.00
Ending Balance 06/30/16	$23,747.73

JEFFERSON COUNTY EMERGENCY SERVICES

Number of Days in Cycle	91
Minimum Balance This Cycle	$23,735.93
Average Collected Balance	$23,739.86
Interest Earned During this Cycle	$11.80
Interest Paid Year-To-Date	$23.60
Annual Percentage Yield (This Statement Period)	0.20%

ACCOUNT DETAIL FOR PERIOD APRIL 01, 2016 - JUNE 30, 2016

Business Advantage Savings 00003331451109

Date	*Description*	*Deposits/Credits*	*Withdrawals/Debits*	*Resulting Balance*
				JEFFERSON COUNTY EMERGENCY SERVICES
04/30	Interest paid	$3.89		$23,739.82
05/31	Interest paid	$4.02		$23,743.84
06/30	Interest paid	$3.89		$23,747.73
Total		$11.80	$0.00	

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147241

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MEMBER FDIC EQUAL HOUSING LENDER

June 2016-Department Financials

Jefferson County Emergency Services District # 1, Inc.

	June 2016 $ Budget Amount	June Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67	$26,004.67	$26,004.67	100.00%
2. Vehicle and A&S Insurance	$14,000.00		$48.00	0.34%
3. Workman's Comp,	$900.00			0.00%
4. Vehicle Maintenance/Repair	$5,500.00	$1,296.24	$1,442.16	26.22%
5. Equipment Maintenance/Repair	$1,000.00		$19.00	1.90%
6. Fuel	$2,500.00	$58.37	$1,017.94	40.72%
7. Bunker Gear Maintenance/Purchase	$1,000.00	$2,099.00	$11,187.50	1118.75%
8. Radio & Pager Maintenance/Purchase	$2,000.00		$3,320.00	166.00%
9. Uniform Maintenance/Purchases	$500.00		$1,099.35	219.87%
10. Telephone Service (Phone/Fax/Security)	$1,650.00	$107.52	$868.79	52.65%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00		$1,538.10	69.91%
13. Print/Copy/Office Supplies	$500.00		$399.60	79.92%
14. Fire Training	$1,000.00	$100.00	$100.00	10.00%
15. Medical Training	$1,500.00	$2,212.80	$2,534.10	168.94%
16. Medical Supplies	$2,500.00		$629.94	25.20%
17. Organizational Dues	$400.00		$385.00	96.25%
18. Miscellaneous *(See Itemized Listing)	$2,000.00		$1,433.29	71.66%
19. Utilities (Electric, Gas)	$3,000.00	$247.05	$2,489.48	82.98%
20. Internet & TV	$1,200.00	$105.98	$980.18	81.68%
21. Accounting - CPA & IRS & Audit	$7,500.00		$4,445.00	59.27%
22. Annual Air Pak Testing	$500.00		$171.00	34.20%
23. Annual Fire Hose Testing	$2,750.00		$1,970.00	71.64%
24. SCBA Air Fill Testing (Qtr. Maint.) & Oxygen	$1,675.20	$249.80	$1,990.26	118.81%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00		$1,830.60	122.04%
27. Engine Pump Recertification	$750.00			0.00%
28. Annual Generator PM	$450.00			0.00%
29. New Paid Position (Board has funds)	$0.00			#DIV/0!
TOTALS	**$85,479.87**	**$32,481.43**	**$65,903.96**	**77.10%**

Jefferson County Emergency Services District # 1, Inc.

June EXPENDITURES				
Payee	Reason	Amount	Date	Check #
CenterPoint Energy	Station Gas 4/19 - 5/17/16	$34.13	1-Jun	1912
Casco Industries, Inc.	New Bunker Gear - Full Set	$2,099.00	1-Jun	1913
AT&T	Phone, Fax, Security Lines 5/17 - 6/16/16	$107.52	1-Jun	1914
Coastal Welding	Cylinder Ultrasonic Test	$17.50	7-Jun	1915
Coastal Welding	7 Oxygen Shipped & Hazmat Chrg	$72.30	7-Jun	1916
Municipal Emergency Services	Air Sample & Fuel Chrg	$160.00	7-Jun	1917
Jim Phelps	Fire Training on Fire Investigations	$100.00	7-Jun	1918
American National Bank of Texas	Engine #2 Truck Payment	$26,004.67	10-Jun	1919
Entergy	Station Electricity 5/4 - 6/1/2016	$212.92	10-Jun	1920
Verizon	Internet Access 5/2 - 6/1/2016	$37.99	10-Jun	1921
Card Service Center (Mastercard x1379)	Fuel $58.37	$58.37	10-Jun	1922
Cindy Gonzales	Reimb. - Pymt made to Repair Brush Truck	$1,296.24	14-Jun	1923
DirecTv	Television Service	$67.99	14-Jun	1924
Cindy Gonzales	Reimb. - Tuition Unit #34, EMT Training	$2,212.80	16-Jun	1925
TOTAL		$32,481.43		

Community Bank Checking

Beginning Balance	**$70,802.88**
Withdrawals - Checks Written	**-$32,481.43**

Jefferson County Emergency Services District # 1, Inc.

Withdrawals - Debit for Vendor	June 2016
Transfers	
Deposits*	
Ending Balance	$38,321.45

Community Bank Statement

$38,356.45 Ending June Balance

Outstanding Checks

Mark Mann - Unit #58	-$10.00	Check #1771
Cameron Fontenot - Unit #32	-$5.00	Check #1814
Ranger Ladner - Unit #45	-$10.00	Check #1817
Mark Mann - Unit #58	-$5.00	Check #1824
Ronnie Adams, Unit #40	-$5.00	Check #1885

$38,321.45 Community Bank Balance

Deposits to Community Bank

$0.00

Expenditures

***Itemized Expenditures**

18. Miscellaneous Expenitures Detailed

Jefferson County Emergency Services District # 1, Inc.
June 2016

	$0.00
Total Misc. Expenitures	

Volunteers Savings Account	**$13,876.15**
Deposits	
Withdrawals	
Transfer	
Fees	**$13,876.15**
Savings Balance	

August 2016-Minutes

MINUTES OF THE REGULAR MEETING OF
THE BOARD OF COMMISSIONERS OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

A regular meeting of the Board of Commissioners of Jefferson County Emergency Services District No. 1 ("District") was called for at 6:00 p.m. on August 16, 2016, at the Bevil Oaks Civic Center, located at 7390 Sweetgum, Bevil Oaks, Texas 77713, pursuant to notice duly posted according to law.

At approximately 6:05 p.m., the regular meeting was called to order. The roll was called of the duly constituted officers and members of the Board, to wit:

John Johnson	President
Ralph Muzzillo	Vice President
Sue Haver	Treasurer
Karl Wadenpfuhl	Secretary

All of said Board members were present. Also present at the meeting were: Chris Gonzales, Fire Chief of Bevil Oaks VFD ("Department"); Julie LaFlamme with the Department; Hubert Oxford, IV, General Counsel, and Hoyt Simmons, a District resident. Once a quorum had been determined, the invocation was given by John Johnson pursuant to Agenda Item No. 3.

Then, being as there was no public comment under Agenda Item No. 4, the Board was directed to Agenda Item No. 5 regarding Board officer positions. Attorney Oxford advised there needed to be nominations for the offices of President and Vice President. As such, after some discussion, Director Muzzillo nominated John Johnson to serve as President of the Board. Director Muzzillo's nomination was seconded by Director Haver. Thereafter, the Board asked for nominations for Vice President. Director Haver nominated Director Muzzillo to serve as Vice President. This nomination was seconded by Director Wadenpfuhl. Following the nominations, a motion was made by Director Muzzillo to accept the nominations of Director Johnson to serve as President and Director Muzzillo to serve as Vice President. This motion was

seconded by Director Johnson, with the unanimous consent of all Board members present. Concerning the Treasurer and Secretary, these positions would remain held by Treasurer Haver and Secretary Wadenpfuhl.

President Johnson then moved along to Agenda Item No. 6 for the VFD report. Chief Gonzales advised that in May the Department made sixteen (16) calls, which were all transfers and in June there were twelve (12) calls. Of the twelve (12) calls, one was a fire and the other eleven were transfers. Additionally, Chief Gonzales reported that there were eleven (11) to twelve (12) members in the Department but of the total number, eight (8) members were currently active. (*See* **Exhibits "A" and "B"**).

The Board was then directed to Agenda Item No. 7 for review of the Minutes of the July 19, 2016 regular meeting. Upon motion by Vice President Muzzillo and seconded by Secretary Wadenpfuhl, the July 19, 2016 regular meeting minutes were unanimously approved by the present members.

Next, President Johnson directed the Board to Agenda Item No. 8, to review and approve the financial statements for the previous month, and authorize payment of District's bills. At which time Treasurer Haver was called on by President Johnson to give a report on the District's financials. She advised that the District's bank account balances as of July 31, 2016 were: Wells Fargo checking account, $92,277.72; Wells Fargo savings account, $3,682.45; Capital One savings account, $23,747.73. During the month of July, the District received $1,541.51 in tax deposits. Otherwise the only expenses incurred for the month were legal fees for Benckenstein & Oxford, LLP's retainer. (*See* **Exhibit "C"**).

In addition, Attorney Oxford recommended that the Department present their financial report at this time. The Board agreed and asked Mrs. LaFlamme to give the Department's

financial report for June and July 2016. (*See* **Exhibits "D" and "E"**). According to Ms. LaFlamme, at the end of June 2016, the District's checking account balance was $38,321.45 after paying $32,481.43 in bills. Included in these bills was a payment of $26,004.67 to American National Bank of Texas for Engine 2 loan payment. In regard to July 2016, at the end of the month, the District's checking account balance was $32,256.99 after paying $6,079.46 in bills. Following Mrs. LaFlamme's presentation, the Board discussed with the Chief and Mrs. LaFlamme what bills were left to pay for the rest of the year and was informed that the Department still needed to pay insurance, which was expected to cost close to $14,000.00 as well as a few other smaller invoices. In addition, the Board explained they understood the end of year cash flow concerns for the Department but it was their intention to fund the Department in October 2016 with a first payment for 2016 and 2017 rather than wait until tax revenue for the upcoming year was received by the District in January 2017. Thereafter, a motion was made by Secretary Wadenpfuhl and seconded by Treasurer Haver, to accept the Treasurer's report; the Departments Financial Reports for June and July 2016; and to approve the payment of bills. This motion was unanimously accepted by the Board members present.

The Board was then directed by President Johnson to Agenda Item No. 9 regarding purchase and repair requests submitted by the VFD. The discussion concerning this agenda item concerned the raising of the apron at the fire station. President Johnson agreed to reach out to several companies about raising the apron so that it is level with the station. President Johnson also reported that he would be responsible for getting bids for the repair of the gutters at the station. Otherwise, no action was taken.

Following the discussion on station repairs, President Johnson addressed Agenda Item No. 10, the proposed FY 2016-2017 budget, certified tax value, effective tax rate notice, and

other information relating to the District's FY 2016-2017 budget and tax rate. Attorney Oxford advised that typically these matters would be assigned to a finance committee appointed by the Board President and recommended the appointment of Treasurer Haver and Vice President Muzzillo to serve on the finance committee. No action was taken by the Board on these items but President Johnson did appoint Treasurer Haver and Vice President Muzzillo to serve on the District's finance committee.

Thereafter, the Board's attention was directed to Agenda Item No. 11 regarding the consolidation of the District's records. President Johnson called on the Chief and Attorney Oxford to explain. According to two, they recommended consolidating all of the District's records at the fire station in order to create a central depository. The Board concurred and a motion was made by Vice President Muzzillo to ask the Chief and Mrs. LaFlamme to be responsible for the consolidation of the District's documents at the fire station. This motion was seconded by Treasurer Haver with the unanimous consent of all Board members present.

The Board was then directed to Agenda Item No. 13 for other matters. There being no discussion, President Johnson informed the Board that the next Board meeting would be at 5:00 p.m. at the Department's fire station on September 20, 2016. Being as there were other matters to come before the Board, the regular meeting was adjourned at approximately 7:20 p.m.

John L. Johnson

Position: PRESIDENT

Date: 7-5-2017

ATTEST:

Sue Hart

Position: Treasurer

Date: 07-05-17

July 2016-District Financials

JCESD # 1 July 2016 Financial Report

Monthly Financial Report

	May-16	Jun-16	Jul-16
Wells Fargo Checking Account			
Beginning Balance	$86,862.99	$88,046.37	$90,736.21
Credits			
Tax Deposit	1,198.38	2,961.40	1,541.51
Interest	0.00	0.00	0.00
Service Charge Reversal	0.00	30.00	15.00
Total Credits	$1,198.38	$2,991.40	$1,556.51
Total Debits	(15.00)	(301.56)	(15.00)
Ending Balance	$88,046.37	$90,736.21	$92,277.72
Wells Fargo Savings Account			
Beginning Balance	$3,682.17	$3,682.27	$3,682.36
Interest Earned	0.10	0.09	0.09
Ending Balance	$3,682.27	$3,682.36	$3,682.45
Capitol One Savings Account (Quarterly)			
Beginning Balance	$23,735.93	$23,735.93	$23,747.73
Interest Earned	0.00	11.80	0.00
Debits	0.00	0.00	0.00
Ending Balance	$23,735.93	$23,747.73	$23,747.73
RECAPITULATION			
Wells Fargo Checking	88,046.37	90,736.21	92,277.72
Wells Fargo Savings	3,682.27	3,682.36	3,682.45
Capitol One Savings	23,735.93	23,747.73	23,747.73
Total Liquid Assets	$115,464.57	$118,166.30	$119,707.90

	Checking Ledger						
	Category	Payee	Check #	Date	Amount	Cleared	Outstanding
1	Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
2	SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
3	Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
4	JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
5	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
6	Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
7	Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
8	Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
9	JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
10	VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
11	JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
12	Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
13	Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
14	Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
15	Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
16	Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
17	Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
18	JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
19	Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
20	Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
21	Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
22	Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
23	Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
24	SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
25	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
26	1st Quarter Entity Allotments	JCAD	1366	12/10/2015	(361.63)	Y	
27	Fire Department Expenses	JC ESD #1, INC	1367	1/19/2016	(42,739.94)	Y	
28	Client Analysis Service Chg.	Wells Fargo Bank	Debit	1/11/2016	(419.78)	Y	
29	SAFE-D Conference Reimburse.	Sue Haver	1368	3/15/2016	(595.30)	Y	
30	Property Insurance	VFIS	1369	3/15/2016	(3,443.00)	Y	
31	Void	Void	1370	3/15/2016	0.00		
32	2nd Quarter Entity Allocation	JCAD	1371	4/19/2016	(361.63)	Y	
33	Fire Department Expenses	JC ESD #1, INC	1372	4/19/2016	(42,739.94)	Y	
34	Wire Transfer Fee	Wells Fargo Bank	Debit	5/6/2016	(15.00)	Y	
35	JCAD Fees	JCAD	1373	6/22/2016	(286.56)	Y	
36	Wire Transfer Fee	Wells Fargo Bank	Debit	6/2/2016	(15.00)	Y	
37							
38							
39							
40							
41							

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Business Checking - Public Funds

Account number: **9568229700** ■ July 1, 2016 - July 31, 2016 ■ Page 1 of 3

005247 1 AV 0.376 1555171

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

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Business Online Banking	☐
Online Statements	☐
Business Bill Pay	☐
Business Spending Report	☐
Overdraft Protection	☐

Activity summary

Beginning balance on 7/1	$90,736.21
Deposits/Credits	1,556.51
Withdrawals/Debits	- 15.00
Ending balance on 7/31	**$92,277.72**
Average ledger balance this period	$91,975.97

Account number: **9568229700**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

DCDF11UTMX 005247 NNNNNNNNNN NNN NNN 001 002 808 025547 11614084.3

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
7/7		WT Seq#46709 Jefferson County /Org=Jefferson County Srf# IN16070707241897 Trn#160707046709 Rfb# 000011099	1,541.51		
7/7		Wire Trans Svc Charge - Sequence: 160707046709 Srf# IN16070707241897 Trn#160707046709 Rfb# 000011099		15.00	92,262.72
7/14		Deposit Made In A Branch/Store	15.00		92,277.72
Ending balance on 7/31					**92,277.72**
Totals			**$1,556.51**	**$15.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 07/01/2016 - 07/31/2016	Standard monthly service fee $12.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$3,000.00	$90,736.21 ☑
• Average ledger balance	$6,000.00	$91,976.00 ☑
• Qualifying transaction from a linked Wells Fargo Business Payroll Services account	1	0 ☐

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.
WC/WC

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Transactions	1	150	0	0.50	0.00
Total service charges					**$0.00**

025548

Business Market Rate Public Funds

Account number: **7935613534** ■ July 1, 2016 - July 31, 2016 ■ Page 1 of 3

045620 1 AV 0.376 1565473

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

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Activity summary

Beginning balance on 7/1	$3,682.36
Deposits/Credits	0.09
Withdrawals/Debits	- 0.00
Ending balance on 7/31	**$3,682.45**
Average ledger balance this period	$3,682.36

Account number: **7935613534**
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
Texas/Arkansas account terms and conditions apply
For Direct Deposit use
Routing Number (RTN): 111900659
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.09
Average collected balance	$3,682.36
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.09
Interest paid this year	$0.64

DCRF11UTMD 045620 NNNNNNNNNN NNN NNN 001 002 808 182197 11614734.2

WELLS FARGO

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
7/29	Interest Payment	0.09		3,682.45
Ending balance on 7/31				**3,682.45**
Totals		**$0.09**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 07/01/2016 - 07/31/2016	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,682.36 ☑
• Average collected balance	$5,000.00	$3,682.00 ☐

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.
YD/YD

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Deposited Items	0	20	0	0.50	0.00
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Total service charges					**$0.00**

182198

July 2016-Department Financials

Jefferson County Emergency Services District # 1, Inc.

	July 2016 $ Budget Amount	July Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67		$26,004.67	100.00%
2. Vehicle and A&S Insurance	$14,000.00		$48.00	0.34%
3. Workman's Comp,	$900.00			0.00%
4. Vehicle Maintenance/Repair	$5,500.00	$1,975.25	$3,417.41	62.13%
5. Equipment Maintenance/Repair	$1,000.00	$701.40	$720.40	72.04%
6. Fuel	$2,500.00	$84.41	$1,102.35	44.09%
7. Bunker Gear Maintenance/Purchase	$1,000.00		$11,187.50	1118.75%
8. Radio & Pager Maintenance/Purchase	$2,000.00		$3,320.00	166.00%
9. Uniform Maintenance/Purchases	$500.00	$538.00	$1,637.35	327.47%
10. Telephone Service (Phone/Fax/Security)	$1,650.00	$219.42	$1,088.21	65.95%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00	$460.00	$1,998.10	90.82%
13. Print/Copy/Office Supplies	$500.00		$399.60	79.92%
14. Fire Training	$1,000.00		$100.00	10.00%
15. Medical Training	$1,500.00		$2,534.10	168.94%
16. Medical Supplies	$2,500.00	$108.13	$738.07	29.52%
17. Organizational Dues	$400.00		$385.00	96.25%
18. Miscellaneous *(See Itemized Listing)	$2,000.00	$175.22	$1,608.51	80.43%
19. Utilities (Electric, Gas)	$3,000.00	$321.43	$2,810.91	93.70%
20. Internet & TV	$1,200.00	$105.98	$1,086.16	90.51%
21. Accounting - CPA & IRS & Audit	$7,500.00		$4,445.00	59.27%
22. Annual Air Pak Testing	$500.00		$171.00	34.20%
23. Annual Fire Hose Testing	$2,750.00		$1,970.00	71.64%
24. SCBA Air Fill Testing (Qtr. Maint.) & Oxygen	$1,675.20	$635.00	$2,625.26	156.71%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00	$55.00	$1,885.60	125.71%
27. Engine Pump Recertification	$750.00	$700.22	$700.22	93.36%
28. Annual Generator PM	$450.00			0.00%
TOTALS	**$85,479.87**	**$6,079.46**	**$71,983.42**	**84.21%**

Jefferson County Emergency Services District # 1, Inc.

July EXPENDITURES				
Payee	Reason	Amount	Date	Check #
Siddons-Martin Emergency Group	Eng #2 Minor PM/Repair $984.67, Pump Test $350.11	$1,334.78	1-Jul	1926
CenterPoint Energy	Station Gas 5/17 - 6/21/2016	$49.79	1-Jul	1927
Municipal Emergency Services (MES)	Repair LCS Compressor	$701.40	1-Jul	1928
AT&T	Phone, Fax & Security Lines 6/17 - 7/16/2016	$108.75	1-Jul	1929
Terry Peddy Pest Control, Inc.	Qtrly. Pest Control	$55.00	5-Jul	1930
Municipal Emergency Services (MES)	Air Sample	$110.00	5-Jul	1931
Casco Industries, Inc.	2 pair of Boots - Chris & Dan	$538.00	5-Jul	1932
Dan Flowers - Unit #2	3rd Qtr Stipends, Apr - June '16, 24 runs	$120.00	12-Jul	1933
James Martin - Unit #11	3rd Qtr Stipends, Apr - June '16, 8 runs	$40.00	12-Jul	1934
Lewis Leach - Unit #14	3rd Qtr Stipends, Apr - June '16, 8 runs	$40.00	12-Jul	1935
Tom Phillips, Jr. - Unit #23	3rd Qtr Stipends, Apr - June '16, 7 runs	$35.00	12-Jul	1936
Jordan Gonzales - Unit #34	3rd Qtr Stipends, Apr - June '16, 7 runs	$35.00	12-Jul	1937
Justin Hidalgo - Unit #52	3rd Qtr Stipends, Apr - June '16, 7 runs	$35.00	12-Jul	1938
Jose Vazquez - Unit #53	3rd Qtr Stipends, Apr - June '16, 4 runs	$20.00	12-Jul	1939
John LaFlamme - Unit #55	3rd Qtr Stipends, Apr - June '16, 5 runs	$25.00	12-Jul	1940
Robert Ring - Unit #57	3rd Qtr Stipends, Apr - June '16, 3 runs	$15.00	12-Jul	1941
John Gundolf - Unit #50	3rd Qtr Stipends, Apr - June '16, 4 runs	$20.00	12-Jul	1942
Mark Mann - Unit #58	3rd Qtr Stipends, Apr - June '16, 2 runs	$10.00	12-Jul	1943
Tom Phillips, Sr. - Unit #60	3rd Qtr Stipends, Apr - June '16, 13 runs	$65.00	12-Jul	1944
Julie LaFlamme - Unit #56	Reimb. - 6 Disposable Cameras for investigations	$47.79	12-Jul	1945
Siddons-Martin Emergency Group	Eng #3 Minor PM/Repair $983.58, Pump Test $350.11	$1,333.69	12-Jul	1946
Municipal Emergency Services (MES)	FTSCBA Flow Test x10, Fuel Chrg, Labor & Repair	$525.00	12-Jul	1947
Verizon	Internet Service 6/2 - 7/1/2016	$37.99	12-Jul	1948
Card Service Center (Mastercard x1379)	Fuel 84.41, Refill Extinguishers 127.43, Vehicle Inspection of Rescue 5 - $7.00	$218.84	12-Jul	1949
Entergy	Electric Service 6/1 - 7/5/2016	$271.64	26-Jul	1950
Directv	Television Service 7/7 - 8/6/2016	$67.99	26-Jul	1951
Emergency Medical Products, Inc.	Nasal Cannula, Gloves, Non-rebreather Mask, Wipes & Cold Packs	$108.13	26-Jul	1952
AT&T	Phone, Fax & Security Lines 7/17 - 8/16/2016	$110.67	26-Jul	1953
TOTAL		$6,079.46		

Jefferson County Emergency Services District # 1, Inc.
July 2016

Community Bank Checking

Beginning Balance	$38,321.45
Withdrawals - Checks Written	-$6,079.46
Withdrawals - Debit for Vendor	
Transfers	
Deposits*	$15.00
Ending Balance	$32,256.99

Community Bank Statement

$33,528.21 Ending June Balance

Outstanding Checks

Mark Mann - Unit #58	-$10.00	Check #1771
Mark Mann - Unit #58	-$5.00	Check #1824
Jordan Gonzales - Unit #34	-$35.00	Check #1937
Jose Vazquez - Unit #53	-$20.00	Check #1939
John LaFlamme - Unit #55	-$25.00	Check #1940
Robert Ring - Unit #57	-$15.00	Check #1941
John Gundolf - Unit #50	-$20.00	Check #1942
Mark Mann - Unit #58	-$10.00	Check #1943
Julie LaFlamme - Unit #56	-$47.79	Check #1945
Municipal Emergency Services (MES)	-$525.00	Check #1947
Entergy	-$271.64	Check #1950
Directv	-$67.99	Check #1951
Emergency Medical Products, Inc.	-$108.13	Check #1952
AT&T	-$110.67	Check #1953

$32,256.99 Community Bank Balance

Deposits to Community Bank

Void Check #1814 - Cameron Fontenot	$5.00
Void Check #1817 - Ranger Ladner	$10.00
	$15.00

Jefferson County Emergency Services District # 1, Inc.
July 2016

Expenditures

***Itemized Expenditures**

18. Miscellaneous Expenitures Detailed

Reimb. Julie LaFlamme - 4 disposable camers	$47.79
Refill Extinguishers	$127.43
Total Misc. Expenitures	**$175.22**

Volunteers Savings Account	**$13,876.15**
Deposits	
Withdrawals	
Transfer	
Fees	**$13,876.15**
Savings Balance	

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Bank Where U Live

Date 7/29/16 Page 3
Primary Account 21119609
Enclosures 17

Small Business Checking 21119617 (Continued)

Daily Balance Information

Date	Balance
7/01	13,876.15

CommunityBank OF TEXAS
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Bank Where U Live

Date 7/29/16 Page 2
Primary Account 21119609
Enclosures 17

Small Business Checking 21119609 (Continued)

--- CHECKS IN NUMBER ORDER ---

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
7/11	1928	701.40	7/22	1933	120.00	7/27	1944*	65.00
7/07	1929	108.75	7/20	1934	40.00	7/26	1946*	1,333.69
7/19	1930	55.00	7/20	1935	40.00	7/26	1948*	37.99
7/15	1931	110.00	7/13	1936	35.00	7/26	1949	218.84
7/14	1932	538.00	7/15	1938*	35.00			

* Denotes missing check numbers

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
7/01	38,356.45	7/13	36,121.73	7/20	35,303.73
7/06	37,021.67	7/14	35,583.73	7/22	35,183.73
7/07	36,858.13	7/15	35,438.73	7/26	33,593.21
7/11	36,156.73	7/19	35,383.73	7/27	33,528.21

Small Business Checking	
Account Number	21119617
Previous Balance	13,876.15
Deposits/Credits	.00
Checks/Debits	.00
Service Charge	.00
Interest Paid	.00
Current Balance	13,876.15

Number of Enclosures	0
Statement Dates 7/01/16 thru	7/31/16
Days in the statement period	31
Average Ledger	13,876.15
Average Collected	13,876.15

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	$.00	$.00
Total Return item fees	$.00	$.00

005600033102030000

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Jefferson County Emergency Services
District #1 Inc
13550 River Oaks Blvd
Beaumont TX 77713

Date 7/29/16
Primary Account 21119609
Enclosures 17

Page 1

In our continuing efforts to keep your accounts secure, we've improved our alert system for potential fraud. Starting June 8, 2016, you will receive a text alert of any possible fraud. Learn more at www.communitybankoftx.com

SUMMMARY OF ACCOUNTS

ACCOUNT NUMBER	ACCOUNT NAME	CURRENT BALANCE	# ENCL
21119609	Small Business Checking	33,528.21	17
21119617	Small Business Checking	13,876.15	

CHECKING ACCOUNT

Small Business Checking	
Account Number	21119609
Previous Balance	38,356.45
Deposits/Credits	.00
17 Checks/Debits	4,828.24
Service Charge	.00
Interest Paid	.00
Current Balance	33,528.21

Number of Enclosures	17
Statement Dates	7/01/16 thru 7/31/16
Days in the statement period	31
Average Ledger	35,805.50
Average Collected	35,805.50

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	$.00	$.00
Total Return item fees	$.00	$.00

--- CHECKS IN NUMBER ORDER ---

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
7/07	1885	5.00	7/06	1926*	1,334.78	7/07	1927	49.79

* Denotes missing check numbers

00560003310303000

Errors Must Be Reported Within 60 Days

September 2016-Minutes

MINUTES OF THE PUBLIC HEARING AND REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

A **Public Hearing** and **Regular Meeting** of the Board of Commissioners of the Jefferson County Emergency Services District No. 1 ("District") was called at 5:00 p.m. on the 20th day of September, 2016, at the 13550 River Oaks Blvd., Bevil Oaks, Texas 77713, pursuant to notice duly posted according to law.

The following Commissioners were present:

John Johnson	President
Ralph Muzzillo	Vice President
Sue Haver	Treasurer
Karl Wadenpfuhl	Secretary
Hoyt Simmons	Director

All of said Commissioners were present. Also present at the meetings were: Chris Gonzales, Fire Chief of Bevil Oaks VFD ("Department"); Julie LaFlamme with the Department; Hubert Oxford, IV, General Counsel; and Lewis Leach, Volunteer Fire Fighter, who only attended the Regular Meeting.

Upon establishing that a quorum was present, at approximately 5:25 p.m., President Johnson opened the Public Hearing to discuss the FY 2016-2017 tax rate and proposed budget. Notice of the he effective tax rate, the rollback tax rate, and an explanation of how the taxes were calculated was published by the Jefferson County Tax Assessor Collector's Office on behalf of the District. Since the District is a Small Taxing Entity that intends to adopt the effective rate, it was not necessary to publish notice of the Public Hearing. There being no public comment, a motion was made by Commissioner Wadenpfuhl that was seconded by Commissioner Simmons, with the unanimous consent of all Commissioners present, to close the Public Hearing at 5:27 P.M.

Immediately thereafter, President Johnson called the Regular Meeting of the Board of Commissioners of Jefferson County Emergency Services District No. 1 ("District") was called to order. After a quorum had been determined, the invocation was given by President John Johnson pursuant to Agenda Item No. 3.

There being as there was no public comment under Agenda Item No. 4, the Board was directed to Agenda Item No. 6 for the VFD report. Chief Gonzales presented the Board with run reports for July and August 2016. According to the Chief, in July, the Department made sixteen (16) calls, almost all were transfers except for one potential structure fire and a potential vehicle fire. In August, the Department made nineteen (19) calls. Of the nineteen (19) calls, again, most were transfers but the Department also assisted with arcing electrical lines; slip and falls; and one structure fire in a garage. (*See* **Exhibits "A" and "B"**).

The Board was then directed to Agenda Item No. 5 for review of the Minutes of the August 16, 2016 regular meeting. Upon motion by Commissioner Muzzillo and seconded by Commissioner Wadenpfuhl, the August 16, 2016 regular meeting minutes were unanimously approved by the Commissioner.

Next, President Johnson asked the Board to consider Agenda Item No. 6, to review and approve the financial statements for the previous month, and authorize payment of District's bills. Treasurer Haver was called on by President Johnson to give a report on the District's financials. Treasurer Haver advised that the District's bank account balances as of August 31, 2016 were: Wells Fargo checking account, $94,184.71; Wells Fargo savings account, $3,682.55; Capital One savings account, $23,747.73. During the month of August, the District received $2,421.9 in tax deposits. (*See* **Exhibit "C"**). Additionally, Treasurer Haver reported that the District had the following expenses to pay:

Expense	Reason	Amount
1. Benckenstein & Oxford, LLP Retainer	Monthly Retainer	$500.00
2. JCAD Entity Allotment	Tax Administration	$286.55
3. Urelift Gulf Coast, L. P.	Concrete slab repair	3,989.17
4. Chris Gonzales	Compensation of $500 per month for August and September 2016	$1000.00
5. Julie LaFlamme	Compensation of $500.00 August and September 2016	$1,000.00
	Total	$6775.72

At the conclusion of Treasurer Haver's presentation, President Johnson called on Mrs. LaFlamme to give the Department's financial report for August 2016. (*See* **Exhibits "D).** According to Ms. LaFlamme, at the end of June 2016, the District's checking account balance was $17,831.59 after paying $14,629.79 in bills. Included in these bills was a payment of $11,826.00 for the Departments complete insurance package. Thereafter, a motion was made by Commissioner Simmons and seconded by Commissioner Haver, to accept the Treasurer's report; the Departments Financial Reports for August 2016; and to approve the payment of bills. This motion was unanimously accepted by the Commissioners.

The Board was then directed by President Johnson to Agenda Item No. 7 regarding the need to discuss and take action on adopting a District's Budget for Fiscal year 2016-2017. Again, Treasurer Haver was called on to discuss the 2016-2017. Unlike previous years, Treasurer Haver reported to the Board that this budget included $12,000.00 to pay for an Administrator and an Assistant Administrator. In addition, after hearing a presentation by the Chief of the Department and his assistant, the Board agreed to pay the Department $92,275.00 to fund their budget. Not included in this budget were any paid fire fighters but the two sides agreed to amend the budget if these fire fighters were needed at some point during the course of the year.

Thereafter, a motion was made by Commissioner Haver and seconded by Commissioner Muzzillo to adopt the budget presented by Treasurer Haver and to authorize the President to sign a Resolution Adopting Budget and Certificate for Resolution that will be submitted to the Jefferson County Tax Assessor/Collector as part of the District's 2016-2017 property tax packet. (*See* **Exhibit "E"**). This motion was unanimously approved by all Commissioners.

Following the discussion on station repairs, President Johnson addressed Agenda Item No. 8, to review, discuss and take action to approve the District's 2016 certified appraisal roll. Attorney Oxford was called on to address this Agenda Item. According to Attorney Oxford, the certified tax roles for the District consisted of $240,068,285.00 in property valuations. Based on these taxable values, if the District adopted the effective tax rate $.069173, the District should receive approximately $166,000.00 in property taxes to the District. (*See* **Exhibit "F"**). Following a discussion on the certified appraisal roll values and the effective tax rate, a motion was made by Commissioner Wadenpfuhl to adopt the certified appraisal roll as presented by the Jefferson County Tax Appraiser. This motion was seconded by Commissioner Haver with the unanimous consent of all Commissioners present.

Next, the Board was asked to address Agenda Item 9, to discuss and take action to set the District's 2016 ad valorem tax rate. Again, Attorney Oxford was called on to make this recommendation. Attorney Oxford referred to the prior agenda item and explained that if the Board adopted the effective tax rate of $.069173, the District should receive approximately $166,000.00 in property taxes. Furthermore, Attorney Oxford explained to the Board that the effective tax rate was the amount of taxes that needed to be assessed in order to generate roughly the same amount of tax revenue as the previous year. A motion was then made Commissioner Simmons to set a tax rate of $.069173 and approved the President to execute the Order Levying

Taxes and the Certificate for Order. This motion was seconded by Commissioner Haver with the unanimous consent of all Commissioners. (*See* **Exhibit "F"**).

After the adoption of a tax rate, the Board was asked to review, discuss, and approve the 2016 tax rate form and other information/materials to be submitted to the Jefferson County Tax Assessor-Collector. Attorney Oxford presented the Board with a tax rate form requested by the Jefferson County Tax Assessor/Collector's office. Attorney Oxford advised the Board that the M & O tax needed to be set at $.069173 and the total tax needed to also set at $.069173. A motion was made Commissioner Simmons to approve the Tax Rate Form with the M&O tax rate to be set at $.069173 and the total tax to be $.069173. This motion was seconded by Commissioner Haver with the unanimous consent of all Commissioners. (*See* **Exhibit "F"**).

Upon the conclusion of the budget and tax rate portion of the Agenda, President Johnson turned to Agenda Item 11, to review, discuss and take any needed action regarding purchase and/or repair requests submitted by the Volunteer Fire Department. President Johnson called on Chief Gonzales to address this agenda item. According to the Chief, he requested that the Board begin consideration of the upcoming need to purchase an 800 megahertz radio system in order to be consistent with the rest of the county. He also reported to the Board that Engine 3 had seal leak in the water tank that the Department was attempting to get repaired. Otherwise, no action was taken.

After the Chief gave his report, the Board was asked to address Agenda Item No. 12, to discuss and take action on adding and removing directors and prior directors to and from various checking accounts. It was discussed that since the resignation of Lavon Jones; the appointment of a new Commissioner; and several Commissioners changed their title on the Board, the Board needed to revoke the signature card for Lavon Jones on the District's various accounts; add

Commissioner Simmons to the accounts; and amend the signature cards on these accounts for various commissioners who changed board positions. Consequently, a motion was made by Commissioner Haver to remove Lavon Jones and any other former Commissioner from the District's bank accounts and to add existing Commissioners to these accounts in their current capacities. This motion was seconded by Commissioner Simmons with the unanimous approval of all Commissioners.

Since there was no counsel report or any other matters, President Johnson informed the Board that the next Board meeting would take place at 5:00 p.m. at the fire station on October 18, 2016. Being as there were other matters to come before the Board, the regular meeting was adjourned at approximately 7:28 p.m.

John R. Johnson

Position: PRESIDENT

Date: 7-5-2017

ATTEST:

Sue Haver

Position: Treasurer

Date: 07-05-17

August 2016-District Financials

JCESD # 1 August 2016 Financial Report

Monthly Financial Report

	Jun-16	Jul-16	Aug-16
Wells Fargo Checking Account			
Beginning Balance	$88,046.37	$90,736.21	$92,277.72
Credits			
Tax Deposit	2,961.40	1,541.51	2,421.99
Interest	0.00	0.00	0.00
Service Charge Reversal	30.00	15.00	
Total Credits	$2,991.40	$1,556.51	$2,421.99
Total Debits	(301.56)	(15.00)	(515.00)
Ending Balance	$90,736.21	$92,277.72	$94,184.71
Wells Fargo Savings Account			
Beginning Balance	$3,682.27	$3,682.36	$3,682.45
Interest Earned	0.09	0.09	0.10
Ending Balance	$3,682.36	$3,682.45	$3,682.55
Capitol One Savings Account (Quarterly)			
Beginning Balance	$23,735.93	$23,747.73	$23,747.73
Interest Earned	11.80	0.00	0.00
Debits	0.00	0.00	0.00
Ending Balance	$23,747.73	$23,747.73	$23,747.73
RECAPITULATION			
Wells Fargo Checking	90,736.21	92,277.72	94,184.71
Wells Fargo Savings	3,682.36	3,682.45	3,682.55
Capitol One Savings	23,747.73	23,747.73	23,747.73
Total Liquid Assets	$118,166.30	$119,707.90	$121,614.99

	Checking Ledger						
	Category	Payee	Check #	Date	Amount	Cleared	Outstanding
1	Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
2	SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
3	Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
4	JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
5	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
6	Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
7	Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
8	Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
9	JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
10	VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
11	JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
12	Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
13	Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
14	Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
15	Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
16	Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
17	Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
18	JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
19	Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
20	Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
21	Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
22	Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
23	Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
24	SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
25	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
26	1st Quarter Entity Allotments	JCAD	1366	12/10/2015	(361.63)	Y	
27	Fire Department Expenses	JC ESD #1, INC	1367	1/19/2016	(42,739.94)	Y	
28	Client Analysis Service Chg.	Wells Fargo Bank	Debit	1/11/2016	(419.78)	Y	
29	SAFE-D Conference Reimburse.	Sue Haver	1368	3/15/2016	(595.30)	Y	
30	Property Insurance	VFIS	1369	3/15/2016	(3,443.00)	Y	
31	Void	Void	1370	3/15/2016	0.00		
32	2nd Quarter Entity Allocation	JCAD	1371	4/19/2016	(361.63)	Y	
33	Fire Department Expenses	JC ESD #1, INC	1372	4/19/2016	(42,739.94)	Y	
34	Wire Transfer Fee	Wells Fargo Bank	Debit	5/6/2016	(15.00)	Y	
35	JCAD Fees	JCAD	1373	6/22/2016	(286.56)	Y	
36	Wire Transfer Fee	Wells Fargo Bank	Debit	6/2/2016	(15.00)	Y	
37	Josh Heinz, Attorney	Attorney Fee	1374	8/16/2016	(250.00)	Y	
38	Hubert Oxford, IV	Attorney Fee	1375	8/16/2016	(250.00)	Y	
39	Wire Transfer Fee	Wells Fargo Bank	Debit	8/4/2016	(15.00)	Y	
40							
41							
42							

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Business Checking - Public Funds

Account number: **9568229700** ■ August 1, 2016 - August 31, 2016 ■ Page 1 of 4

EODCKSDTL7 006233

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

The plans you establish today will shape your business far into the future. The heart of the planning process is your business plan. Take the time now to build a strong foundation. Find out more at wellsfargoworks.com/plan.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

- ☐ Business Online Banking
- ☐ Online Statements
- ☐ Business Bill Pay
- ☐ Business Spending Report
- ☐ Overdraft Protection

Activity summary

Beginning balance on 8/1	$92,277.72
Deposits/Credits	2,421.99
Withdrawals/Debits	- 515.00
Ending balance on 8/31	**$94,184.71**
Average ledger balance this period	$94,234.03

Account number: **9568229700**
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/4		WT Seq#46270 Jefferson County /Org=Jefferson County Srf# IN16080407181330 Trn#160804046270 Rfb# 000011189	2,421.99		
8/4		Wire Trans Svc Charge - Sequence: 160804046270 Srf# IN16080407181330 Trn#160804046270 Rfb# 000011189		15.00	94,684.71

EODCKSDTL7 006233 NNNNNNNNNN NNN NNN 001 003 808 051039 20170821.1

Transaction history (continued)

Date	*Check Number*	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
8/18	1375	Check		250.00	94,434.71
8/19	1374	Check		250.00	94,184.71
Ending balance on 8/31					**94,184.71**
Totals			**$2,421.99**	**$515.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*
1374	8/19	250.00	1375	8/18	250.00

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 08/01/2016 - 08/31/2016	Standard monthly service fee $12.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$3,000.00	$92,277.72 ☑
• Average ledger balance	$6,000.00	$94,234.00 ☑
• Qualifying transaction from a linked Wells Fargo Business Payroll Services account	1	0 ☐

WC/MC

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Transactions	2	150	0	0.50	0.00
Total service charges					**$0.00**

051040

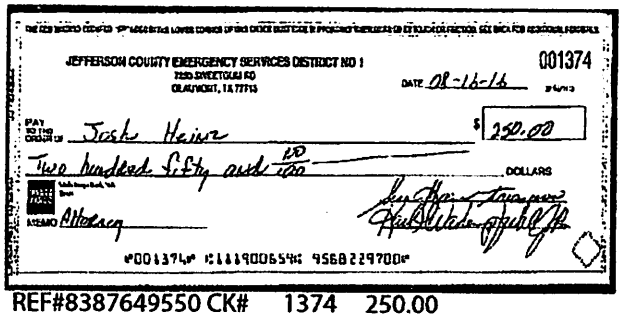
☑ IMPORTANT ACCOUNT INFORMATION

Here's some clarifying information on when your account could become dormant and what could happen.

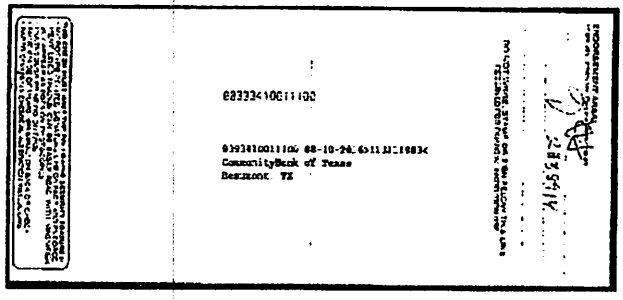
When does my account become dormant?
Generally, your account becomes dormant if you do not initiate an account-related activity for 12 months for a checking account, 34 months for a savings account, or 34 months after the first renewal for a Time Account (CD). An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account. Automatic transactions (including recurring and one-time), such as

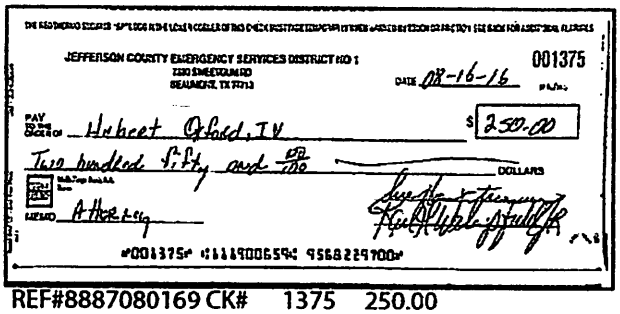
Online banking customers can view and print check images that have cleared since their last statement.

Check Images

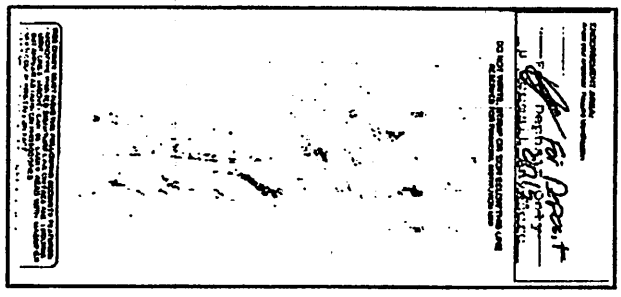

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7320 SWEETGUM RD
BEAUMONT, TX 77713
001374
DATE 08-16-16
PAY TO THE ORDER OF Josh Heiser
$ 250.00
Two hundred fifty and 00/100 DOLLARS
MEMO Attorney
⑈001374⑈ ⑆111900654⑆ 9568229700⑈

REF#8387649550 CK# 1374 250.00


⑆111900654⑆ 9568229700⑈
CommunityBank of Texas
Beaumont TX


JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 1
7320 SWEETGUM RD
BEAUMONT, TX 77713
001375
DATE 08-16-16
PAY TO THE ORDER OF Hebert Ofield, IV
$ 250.00
Two hundred fifty and 00/100 DOLLARS
MEMO Attorney
⑈001375⑈ ⑆111900654⑆ 9568229700⑈

REF#8887080169 CK# 1375 250.00



EODCKSDTL7 006233 NNNNNNNNNN NNN NNN 003 003 808 051043 20170821.1

Business Market Rate Public Funds

Account number: **7935613534** ■ August 1, 2016 - August 31, 2016 ■ Page 1 of 4

004321 1 AV 0.376 838810

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)
TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

The plans you establish today will shape your business far into the future. The heart of the planning process is your business plan. Take the time now to build a strong foundation. Find out more at wellsfargoworks.com/plan.

Activity summary

Beginning balance on 8/1	$3,682.45
Deposits/Credits	0.10
Withdrawals/Debits	- 0.00
Ending balance on 8/31	**$3,682.55**
Average ledger balance this period	$3,682.45

Account number: **7935613534**
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
Texas/Arkansas account terms and conditions apply
For Direct Deposit use
Routing Number (RTN): 111900659
For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.10
Average collected balance	$3,682.45
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.10
Interest paid this year	$0.74

DCRF11UTM9 004321 NNNNNNNNNN NNN NNN 001 002 808 018027 20170813 3

Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/31	Interest Payment	0.10		3,682.55
Ending balance on 8/31				**3,682.55**
Totals		**$0.10**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 08/01/2016 - 08/31/2016	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,682.45 ☑
• Average collected balance	$5,000.00	$3,682.00 ☐

YD/YD

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units ($)	Total service charge ($)
Deposited Items	0	20	0	0.50	0.00
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Total service charges					**$0.00**

018028

IMPORTANT ACCOUNT INFORMATION

Here's some clarifying information on when your account could become dormant and what could happen.

When does my account become dormant?
Generally, your account becomes dormant if you do not initiate an account-related activity for 12 months for a checking account, 34 months for a savings account, or 34 months after the first renewal for a Time Account (CD). An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account. Automatic transactions (including recurring and one-time), such as pre-authorized transfers/payments and electronic deposits, set up on the account may not qualify as account-related activity that you initiated.

What happens to a dormant account?
We put safeguards in place to protect a dormant account which may include restricting the following: transfers between your Wells Fargo accounts using your ATM/debit card; transfers by phone using our automated banking service; transfers or payments through online, mobile, and text banking (including Bill Pay); or wire transfers (incoming and outgoing).

Capital One Bank

84-487
1111

CASHIER'S CHECK

9102319418

DATE 09/16/2016

ISSUING REGION 030 BRANCH Phelan (Select Service C BRANCH DID 41606

TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY SEVEN DOLLARS AND 72 CENTS

PAY TO THE ORDER OF ***JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT 1***

$ 23,757.72

Drawer: Capital One, N.A.

AUTHORIZED SIGNATURE

RE: JEFFERSON COUNTY

Read the reverse side for important information on the reissuance of lost, destroyed, or stolen cashier's check.

100-1250 (R 7/11)

⑈9102319418⑈ ⑆111104879⑆ 76 20⑈0001 6⑈

Capital One Bank

CASHIER'S CHECK

9102319418

DATE 09/16/2016 FEE $0.00

ISSUING REGION 030 BRANCH Phelan (Select Service Cer BRANCH DID 41606

TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY SEVEN DOLLARS AND 72 CENTS

PAY TO THE ORDER OF: ***JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT 1***

$ 23,757.72

RE: JEFFERSON COUNTY

CUSTOMER COPY

NON-NEGOTIABLE

Capital One Bank

Download our app and deposit checks with your mobile device. With just a few taps, you can deposit a check any time, from practically anywhere.

Withdrawal

Business Date 09/16/2016
Calendar Date 09/16/2016
Time 10:00:13 AM

Account Number ******1109

Transaction Amount $23,757.72

REF: 30 41606 SWZ860 01 17

Thank you for banking with Capital One Bank - Briana

Capital One, N.A.
Member FDIC

wellsfargo.com/appointments

Thank you, MARY

Capital One Bank

84-487
1111

CASHIER'S CHECK

9102319418

DATE 09/16/2016

ISSUING REGION 030 BRANCH Phelan (Select Service C BRANCH DID 41606

TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY SEVEN DOLLARS AND 72 CENTS

PAY TO THE ORDER OF ***JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT 1***

$ 23,757.72

Drawer: Capital One, N.A.

AUTHORIZED SIGNATURE

RE: JEFFERSON COUNTY

Read the reverse side for important information on the reissuance of lost, destroyed, or stolen cashier's check.

100-1250 (R 7/11)

"9102319418" :111104879: 76 20"0001 6"

Capital One Bank

CASHIER'S CHECK

9102319418

DATE 09/16/2016 FEE $0.00

ISSUING REGION 030 BRANCH Phelan (Select Service Cer BRANCH DID 41606

TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY SEVEN DOLLARS AND 72 CENTS

PAY TO THE ORDER OF: ***JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT 1***

$ 23,757.72

JEFFERSON COUNTY

RE:

CUSTOMER COPY

NON-NEGOTIABLE

Wells Fargo Bank
Transaction Receipt

Store #0068599 5 Deposit

Account Number XXXXXX3534
SAV 00808
Number of Checks 1
Check Listing $23,757.72

Total Checks Amount	$23,757.72
Total Deposit	$23,757.72

Deposit will be available:

Date	Amount
09/16/2016	$400.00
09/17/2016	$23,357.72

Transaction # 026 0031
10:36AM 09/16/16
Deposit Credit Date: 09/16/16

Thank you for your business.

Enjoy the convenience of
scheduling appointments online at
wellsfargo.com/appointments

Thank you, MARY

August 2016-Department Financials

Jefferson County Emerge)Services District # 1, Inc.

	August 2016 $ Budget Amount	August Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67		$26,004.67	100.00%
2. Vehicle, A&S & Contents Pkg Insurance	$14,000.00	$11,826.00	$11,874.00	84.81%
3. Workman's Comp,	$900.00	$854.00	$854.00	94.89%
4. Vehicle Maintenance/Repair	$5,500.00		$3,417.41	62.13%
5. Equipment Maint/Repair/Purchase	$1,000.00	$1,029.52	$1,749.92	174.99%
6. Fuel	$2,500.00	$144.45	$1,246.79	49.87%
7. Bunker Gear Maintenance/Purchase	$1,000.00	$125.00	$11,312.50	1131.25%
8. Radio & Pager Maintenance/Purchase	$2,000.00		$3,320.00	166.00%
9. Uniform Maintenance/Purchases	$500.00		$1,637.35	327.47%
10. Telephone Service (Phone/Fax/Security)	$1,650.00		$1,088.21	65.95%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00	$40.00	$2,038.10	92.64%
13. Print/Copy/Office Supplies	$500.00		$399.60	79.92%
14. Fire Training	$1,000.00		$100.00	10.00%
15. Medical Training	$1,500.00		$2,534.10	168.94%
16. Medical Supplies	$2,500.00		$738.07	29.52%
17. Organizational Dues	$400.00		$385.00	96.25%
18. Miscellaneous *(See Itemized Listing)	$2,000.00	$102.22	$1,710.73	85.54%
19. Utilities (Electric, Gas)	$3,000.00	$45.58	$2,856.49	95.22%
20. Internet & TV	$1,200.00	$37.99	$1,124.15	93.68%
21. Accounting - CPA & IRS & Audit	$7,500.00		$4,445.00	59.27%
22. Annual Air Pak Testing	$500.00		$171.00	34.20%
23. Annual Fire Hose Testing	$2,750.00		$1,970.00	71.64%
24. SCBA Air Fill Testing (Qtr. Maint.) & Oxygen	$1,675.20		$2,625.26	156.71%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00		$1,885.60	125.71%
27. Engine Pump Recertification	$750.00		$700.22	93.36%
28. Annual Generator PM	$450.00	$425.00	$425.00	94.44%
TOTALS	**$85,479.87**	**$14,629.76**	**$86,613.17**	**101.33%**

Jefferson County Emerge Services District # 1, Inc.

August EXPENDITURES				
Payee	Reason	Amount	Date	Check #
CenterPoint Energy	Station Gas 6/20 - 7/20/2016	$45.58	2-Aug	1954
Julie LaFlamme	Water, Gatorade, Snacks	$102.22	2-Aug	1955
Julie LaFlamme	Batteries 16 - C's & 8 - AA's	$25.62	2-Aug	1956
Gulf Coast Insurance Agency	Worker's Comp 2016/2017 #APPSBP0001257849	$854.00	9-Aug	1957
Card Service Center (Mastercard) x1379	Fuel $144.45, Equip Maint. 38.95 (Emerg. Light Bulb)	$183.40	9-Aug	1958
Verizon	Internet Service 8/2 - 9/1/2016	$37.99	9-Aug	1959
Scooter's	3 Stihl Chainsaws 18", 3 qts fuel, 3 extra chains & 4 year warranty on saws	$932.91	12-Aug	1960
John Gundolf - Unit #50	2nd Qtr Stipends, Jan - Mar 2016, 8 runs	$40.00	23-Aug	1961
Julie LaFlamme	2-Squeegee's, 1-Vehicle Brush (for cleaning trucks)	$32.04	23-Aug	1962
Casco Industries, Inc.	1 - Pair Boot Felt Lining 9.5	$125.00	23-Aug	1963
VFIS of Texas	Auto & Contents PKG Insurance	$8,641.00	23-Aug	1964
VFIS of Texas	Accident & Sickness Policy	$3,185.00	23-Aug	1965
Gulf Coast Generators	Annual Preventative Maintenance	$425.00	23-Aug	1966
TOTAL		$14,629.76		

Jefferson County Emerge)Services District # 1, Inc.
August 2016

Community Bank Checking

Beginning Balance	$32,256.99
Withdrawals - Checks Written	-$14,629.76
Withdrawals - Debit for Vendor	
Transfers	
Deposits*	$204.36
Ending Balance	$17,831.59

Community Bank Statement

$18,356.59 Ending June Balance

Outstanding Checks

Mark Mann - Unit #58	-$10.00	Check #1771
Mark Mann - Unit #58	-$5.00	Check #1824
Jordan Gonzales - Unit #34	-$35.00	Check #1937
Mark Mann - Unit #58	-$10.00	Check #1943
John Gundolf - Unit #50	-$40.00	Check #1961
Gulf Coast Generators	-$425.00	Check #1966

$17,831.59 Community Bank Balance

Deposits to Community Bank

Texas Mutual Ins. Co. -Dividend	$204.36
	$204.36

Jefferson County Emerge) Services District # 1, Inc.
August 2016

Expenditures

***Itemized Expenditures**

18. Miscellaneous Expenitures Detailed

Julie LaFlamme (Sams purchase) Water, Gatorade & Snacks	$102.22
Julie LaFlamme (Amazon) Squeegee's & Brush	$32.04
Total Misc. Expenitures	**$134.26**

Volunteers Savings Account	**$13,876.15**			
Deposits		Check #1001	Adams plague	$54.95
Withdrawals	-$474.55	Check #1026	Cheddars/dinne	$419.60
Transfer				
Fees	**$13,401.60**			$474.55
Savings Balance				

October 2016-Minutes

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF COMMISSIONERS OF THE
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

A **Regular Meeting** of the Board of Commissioners of the Jefferson County Emergency Services District No. 1 ("District") was called at 5:00 p.m. on the 25th day of October, 2016, at the 13550 River Oaks Blvd., Bevil Oaks, Texas 77713, pursuant to notice duly posted according to law.

The following Commissioners were present:

John Johnson	President
Ralph Muzzillo	Vice President
Sue Haver	Treasurer
Karl Wadenpfuhl	Secretary
Hoyt Simmons	Director

All of said Commissioners were present. Also present at the meetings were: Chris Gonzales, Fire Chief of Jefferson County Emergency Service District No. 1, Inc. ("Department"); Julie LaFlamme with the Department; Hubert Oxford, IV, General Counsel.

Upon establishing that a quorum was present, at approximately 5:08 p.m., Vice-President Muzzillo started the meeting pending the arrival of President Johnson opened by calling on Commissioner Haver to give the invocation. Afterwards, Vice-President Muzzilo asked for public comment under Agenda Item 4, but since there was no public comment, the Board was directed to Agenda Item No. 5, to review and approve the Minutes of the September 20, 2016 Regular Meeting. Upon motion by Commissioner Simmons and seconded by Commissioner Wadenpfuhl, the September 20, 2016 regular meeting minutes were unanimously approved by the Commissioner.

Next, the Board was directed to Agenda Item No. 6 to review and approve the financial statements for the previous month, and authorize payment of District's bills. Treasurer Haver was called on by President Johnson to give a report on the District's financials. First, Treasurer

Haver advised that the District's bank account balances as of September 30, 2016 were: $89,492.32 in the Wells Fargo checking account, and $27,440.59 in the Wells Fargo savings. Treasurer Haver reminded the Board that she closed the savings account at Capital one. During the month of September, Treasurer Haver reported that the District wrote $6,775.72 in checks but after receiving $15.00 credit for wire transfer fees and due to Chief Gonzales not cashing his check for August and September 2016, the amounts of Debits to the District's account for September 2016 were $5,790.72. (*See* **Exhibit "A"**). Additionally, Treasurer Haver reported that the District had the following expenses to pay:

Expense	**Reason**	**Amount**
1. Josh Heinz	Monthly Retainer	$250.00
2. Hubert Oxford, IV	Monthly Retainer	$250.00
3. Jefferson County Tax Assessor	Tax Administration	$969.78.
4. SET Regional Planning Commission	Annual Dues	$150.00
5. Chris Gonzales	Compensation of $500 per month for October 2016	$500.00
6. Julie LaFlamme	Compensation of $500.00 October 2016	$500.00
	Total	$2619.78

Before turning the Department's report, Treasurer Haver also explained to the Board that they needed to amend their 2015-2016 Budget to make some final adjustments. Specifically, she recommended adding two line items for Repairs and Maintenance to the Fire Station and for Staff. Afterwards, she recommended assigning $4,000.00 for Repairs and Maintenance and $2,000.00 for Staff. In order to fund these line items, Treasurer Haver recommended reducing the Audit line item to $0.00 from the $3,500.00 remaining; reducing the accounting line item from $1,200 to $0.00; and then reducing the Contingency fund from $5,000.00 to $1,300.00. (*See* **Exhibit "A"** for Budget Amendment 1).

At the conclusion of Treasurer Haver's presentation, President Johnson called on Mrs. LaFlamme to give the Department's financial report for September 2016. (*See* **Exhibit "B"**). According to Ms. LaFlamme, at the end of September 2016, the Department had $15,383.71 after paying $2,447.88 in invoices. (*See* **Exhibit "B"**).

Thereafter, a motion was made by Commissioner Simmons to:

- Accept the Treasurer's report;
- To approve the payment of October's invoices totaling $2619.78;
- Amend the 2015-2016 Budget by: (a) adding two line items for Repairs and Maintenance to the Fire Station and for Staff; (b) assigning $4,000.00 for Repairs and Maintenance and $2,000.00 for Staff; (c) reduce the Audit line item to $0.00 from the $3,500.00 remaining; (d) reduce the accounting line item from $1,200 to $0.00; and (e) reduce the Contingency fund from $5,000.00 to $1,300.00; and
- Accept the Departments Financial Reports for September 2016.

This motion was seconded by Commissioner Haver, and was unanimously approved by all the Commissioners.

The Board was then directed to Agenda Item No. 7. Review, discuss and take action, if needed, on approving payment to the Volunteer Fire Department for operations. President Johnson called on Treasurer Haver and Attorney Oxford to explain this agenda item. According to the two, they wanted to make sure the semi-annual payments to the Department were set apart from the routine payment of bills in order to highlight the rather significant payment and to be able address questions and concerns, if any regarding the payment. Also, unlike the previous year, the District was able to make this payment of $46,137.50 in October, as opposed to January, when tax revenues were received, because the District has accumulated savings as a

result of not paying for fire fighters that were budgeted in 2015-2016. Therefore, agreed that the second payment would be in April of each year. After a discussion on the matter, a motion was made by Commissioner Muzzillo to make the District's initial semi-annual payment of $46,137.50 to the Department for the 2016-2017 fiscal year. This motion was seconded by Commissioner Simmons and passed with the unanimous consent of all Commissioners.

Next, President Johnson asked the Board to consider Agenda Item No. 8, to review, discuss and take action, if needed, on appointing an Assistant Treasurer. According to President Johnson, the Board was without an Assistant Treasurer and he recommended that the Commissioner Simmons be nominated for this position. As such, Commissioner Wadenpfuhl made a motion to nominate Commissioner Simmons to serve as the District's Assistant Treasurer. Commissioner Wadenpfuhl's nomination was seconded by Commissioner Haver and passed with the unanimous consent of all the Commissioners.

After the appointment of an Assistant Treasurer was addressed, President Johnson turned to Chief Gonzales to address Agenda Item No. 9, review, discuss and take any needed action regarding purchase and/or repair requests submitted by the Department. Chief Gonzales reported to the Board that the costs for the pump repairs on Engine 3 were expected to exceed the Department's budget of $3,600.00 and is now up to $6,000.00. In response to questions concerning the payment for repairs, the Chief advised that the Department had excess revenues from their 2015-2016 budget resulting from grant requests made by the Department and he intended to use some of these funds to pay for the repairs. In addition, the Chief informed the Board that he wanted to start gathering prices for a new thermal imaging camera because the Department's current camera was broken and the cost to replace a camera was going to be $6,000.00 to $7,000.00. Attorney Oxford stepped in and suggested that the Chief check with the

Texas Forest Service to see if they had any grants to cover such equipment. Chief Gonzales agreed to research these grants and report back to the Board at the next regularly scheduled meeting. Otherwise, no action was taken on this agenda item.

The Board was then asked to turn to Agenda Item No. 10, to review, discuss and take action to approve the District's 2016 certified appraisal roll. Again Attorney Oxford was asked to explain the agenda item. Attorney Oxford explained that the Board had previously adopted the 2016 certified appraisal roll at the September Regular meeting but since the Board's adoption of the roll, the Jefferson County Appraisal District made some minor adjustments that reduced the District's total taxable value from $240,068,285.00 to $240,063,758.00, or roughly $5,000.00 less than initially reported. (*See* **Exhibit "C"**). Therefore, the Jefferson County Tax Assessor/Collector advised that the District needed to adopt the new total taxable value and submit this to them. Following a brief discussion on prior values and the changes, a motion was made by Commissioner Haver and was seconded by Commissioner Wadenpfuhl to adopt a resolution with the new total taxable value of $240,063,758.00. This motion and the second were approved by all Commissioners.

President Johnson then explained to the Board that prior to the meeting, he had called a special meeting of staff and Attorney Oxford to discuss establishing roles for staff, the Board and the Attorney and Agenda Item No. 11 was the result of this meeting, so that the Board could begin discussions on establishing roles of the Administrator and Assistant Administrator. Attorney Oxford presented the Board with Job Descriptions for an Administrator and Assistant Administrator and asked that the Board take some time to review these Job Descriptions and plan to discuss at the November 2016 Regular Meeting. (*See* **Exhibit "D"**). With this said, Attorney Oxford, the Chief, and President Johnson reminded the Board that they were a board with staff to

handle the day to day affairs of the District but nothing was concrete and requested each Board member to express their desires or suggested changes at the next meeting. No action was taken.

Treasurer Haver was then called to discuss Agenda Item No. 12, to review, discuss and take action, if necessary, on approve the ACH Credit letter from the Jefferson County Tax Assessor Collector's Office. Per Treasurer Haver, she received a letter from the Jefferson County Tax Assessor/Collector's office requesting the District's banking information to allow the Tax Assessor/Collector to ACH income tax revenues to the District rather than transfer the money by way of wire transfers at a cost of $15.00 per transaction. (*See* **Exhibit "E"**). Treasurer Haver explained that she had already submitted the form but wanted to bring it to the Board's attention. Otherwise, no action was taken.

The last action item to be addressed was Agenda Item 13 to review, discuss and take action, if necessary on approving the annexation of property inside the District by the City of Beaumont. Chief Gonzales was called to inform the Board of the correspondence he received from the City of Beaumont regarding the annexation of certain property on the west side of Major Drive in Beaumont, Texas. (*See* **Exhibit "F"**). The Chief explained that he did not oppose the annexation of this property because historically, the property had little taxable value and given the location of the property, it was too far from the District's station to service the area adequately. Following some questions regarding the taxable value of the property, a motion was made by Commissioner Simmons for the District to not oppose the annexation of the property on Major Drive by the City of Beaumont. This motion was seconded by Commissioner Muzzillo with the unanimous consent of all Commissioners.

Turning to reports, President Johnson called on Attorney Oxford for a general counsel report as provided for in Agenda Item No. 14. Attorney Oxford responded that he had nothing to report.

The Chief was then called on to give his report for the Volunteer Fire Department. The Chief presented the Board with his monthly call report, list of volunteers, and firefighter profile for Assistant Chief Daniel Flowers. This month, the Chief reported that the Department made ten calls which were mostly transfers to St. Elizabeth's and they had a couple of refusals to transport. (*See* **Exhibit "G"**). In addition, the Chief reported that there were a total of fifteen (15) active volunteers, including himself and Julie LaFlamme. (*See* **Exhibit "G"**). In conclusion, Chief Gonzales highlighted Assistant Chief Daniel Flowers. (*See* **Exhibit "G"**). Per the Chief, Assistant Chief Flowers has been with the Department since 1998 after learning about the Department from another volunteer that was utilizing a hydrant in his front yard. After making some inquiries, Assistant Chief Flowers realized Bevil Oaks was protected by volunteers, not the City of Beaumont and immediately joined the Department. Since then, he has become medically certified to be an Emergency Medical Responder and can often be found helping his neighbors.

Since there was no counsel report or any other matters, President Johnson informed the Board that the next Board meeting would take place at 5:00 p.m. at the fire station on November 15, 2016. Being as there were other matters to come before the Board, the regular meeting was adjourned at approximately 6:47 p.m.

John L. Johnson

Position: PRESIDENT

Date: 7-5-2017

ATTEST:

Sue Hamm

Position: Treasurer

Date: 07-05-17

.

September 2016-District Financials

JCESD # 1 September 2016 Financial Report Corrected

Monthly Financial Report

	Jul-16	Aug-16	Sep-16
Wells Fargo Checking Account			
Beginning Balance	$90,736.21	$92,277.72	$94,184.71
Credits			
Tax Deposit	1,541.51	2,421.99	1,068.33
Interest	0.00	0.00	0.00
Service Charge Reversal	15.00		30.00
Total Credits	$1,556.51	$2,421.99	$1,098.33
Total Debits	(15.00)	(515.00)	(5,790.72)
Ending Balance	$92,277.72	$94,184.71	$89,492.32
Wells Fargo Savings Account			
Beginning Balance	$3,682.36	$3,682.45	$3,682.55
Interest Earned	0.09	0.10	0.32
Deposits			23,757.72
Ending Balance	$3,682.45	$3,682.55	$27,440.59
Capitol One Savings Account (Quarterly)			
Beginning Balance	$23,747.73	$23,747.73	$23,747.73
Interest Earned	0.00	0.00	9.99
Debits	0.00	0.00	(23,757.72)
Ending Balance	$23,747.73	$23,747.73	$0.00
RECAPITULATION			
Wells Fargo Checking	92,277.72	94,184.71	89,492.32
Wells Fargo Savings	3,682.45	3,682.55	27,440.59
Capitol One Savings	23,747.73	23,747.73	0.00
Total Liquid Assets	$119,707.90	$121,614.99	$116,932.91

	Checking Ledger						
	Category	Payee	Check #	Date	Amount	Cleared	Outstanding
1	Fire Department Expenses	JC ESD #1, INC	1341	10/21/2014	(20,000.00)	y	
2	SETRPC	S. E. TX Regional Planning Com	1342	10/21/2014	(150.00)	y	
3	Fire Department Expenses	JC ESD #1, INC	1343	11/18/2014	(26,000.00)	y	
4	JCAD Fees	JCAD	1344	1/20/2015	(382.64)	y	
5	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1345	1/1/2015	(974.82)	y	
6	Certification, Travel, Education	Karl Wadenpsuhl	1346	2/24/2015	(814.04)	y	
7	Fire Department Expenses	JC ESD #1, INC	1347	2/24/2015	(40,000.00)	y	
8	Legal Expenses	Germer PLLC	1348	2/24/2015	(17.50)	y	
9	JCAD Fees	JCAD	1349	3/17/2015	(382.64)	y	
10	VFIS Property Insurance	VFIS	1350	4/21/2015	(3,361.00)	y	
11	JCAD Fees	JCAD	1351	6/23/2015	(382.64)	y	
12	Fire Department Expenses	JC ESD #1, INC	1352	6/28/2015	(51,637.20)	y	
13	Office, Postage, Operations, Misc.	Lavon Jones	1353	7/2/2015	(7.06)	y	
14	Fire Department Expenses	JC ESD #1, INC	1354	8/18/2015	(10,000.00)	y	
15	Audit	Brooks-Cardiel, PLLC	1355	8/18/2015	(1,750.00)	y	
16	Legal Expenses	Beaumont Enterprise	1356	9/9/2015	(49.70)	y	
17	Certification, Travel, Education	SAFE-D	1357	9/22/2015	(275.00)	Y	
18	JCAD Fees	JCAD	1358	9/22/2015	(382.65)	Y	
19	Office, Postage, Operations, Misc.	Sue Haver	1359	9/22/2015	(112.95)	y	
20	Fire Department Expenses	JC ESD #1, INC	1360	9/22/2015	(10,000.00)	Y	
21	Audit	Brooks-Cardiel, PLLC	1361	9/22/2015	(1,750.00)	Y	
22	Audit	Brooks-Cardiel, PLLC	1362	10/20/2015	(3,000.00)	Y	
23	Education	Sue Haver Reim. Safe-D Class	1363	10/20/2015	(35.00)	Y	
24	SETRPC Annual Dues	SETRPC	1364	11/13/2015	(150.00)	Y	
25	Jefferson Co. Tax Collector Fees	Jefferson Co. Tax Collector	1365	11/13/2015	(990.36)	Y	
26	1st Quarter Entity Allotments	JCAD	1366	12/10/2015	(361.63)	Y	
27	Fire Department Expenses	JC ESD #1, INC	1367	1/19/2016	(42,739.94)	Y	
28	Client Analysis Service Chg.	Wells Fargo Bank	Debit	1/11/2016	(419.78)	Y	
29	SAFE-D Conference Reimburse.	Sue Haver	1368	3/15/2016	(595.30)	Y	
30	Property Insurance	VFIS	1369	3/15/2016	(3,443.00)	Y	
31	Void	Void	1370	3/15/2016	0.00		
32	2nd Quarter Entity Allocation	JCAD	1371	4/19/2016	(361.63)	Y	
33	Fire Department Expenses	JC ESD #1, INC	1372	4/19/2016	(42,739.94)	Y	
34	Wire Transfer Fee	Wells Fargo Bank	Debit	5/6/2016	(15.00)	Y	
35	JCAD Fees	JCAD	1373	6/22/2016	(286.56)	Y	
36	Wire Transfer Fee	Wells Fargo Bank	Debit	6/2/2016	(15.00)	Y	
37	Josh Heinz, Attorney	Attorney Fee	1374	8/16/2016	(250.00)	Y	
38	Hubert Oxford, IV	Attorney Fee	1375	8/16/2016	(250.00)	Y	
39	Wire Transfer Fee	Wells Fargo Bank	Debit	8/4/2016	(15.00)	Y	
40	Josh Heinz, Attorney	Attorney Fee	1376	9/20/2016	(250.00)	Y	
41	Hubert Oxford, IV	Attorney Fee	1377	9/20/2016	(250.00)	Y	
42	JCAD Fees	JCAD	1378	9/20/2016	(286.55)	Y	
43	URELIFT GULF COAST	Repairs to Fire Station Apron	1379	9/20/2016	(3,989.17)	Y	
44	CHRIS GONZALES	Contract Administrator 2 months	1380	9/20/2016	(1,000.00)	N	
45	JULIE LAFLAMME	Contract Asst. Admin. 2 months	1381	9/20/2016	(1,000.00)	Y	
46							

Jefferson County ESD #1 - Budget - Fiscal Year 2015-2016

EXPENSES	BUDGETED	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
VFIS Property Insurance	$3,500.00						($3,443.00)						
Fire Department Expenses	$130,479.87				($42,739.94)			($42,739.94)					
Board Liability Insurance	$1,562.00												
Legal Expenses	$3,500.00											($500.00)	($500.00)
Jefferson Co. Tax Collector Fees	$1,200.00		($990.36)										
Office, Postage, Operations, Misc.	$275.00												
JCAD Fees	$1,600.00			($361.63)				($361.63)		($286.56)			($286.55)
Accounting Expenses	$0.00												
Audit Expense	$3,000.00	($3,000.00)											
Certification, Travel, Education	$2,500.00	($35.00)					($595.30)						
Contingency	$3,700.00				($419.78)				$0.00	$0.00			
SETRPC	$150.00		($150.00)										
Staff	$2,000.00												($2,000.00)
Repairs to Station	$4,000.00												($4,000.00)
Monthly Expense sub totals		($3,035.00)	($1,140.36)	($361.63)	($43,159.72)	$0.00	($4,038.30)	($43,101.57)	$0.00	($286.56)	$0.00	($500.00)	($6,786.55)

Annual Approved Budget	**$157,466.87**
YTD Expenses	($102,409.69)
YTD REMAINING	**$55,476.96**

EXPENSES	Budget	YTD Expense	YTD Remaining
VFIS Property Insurance	$3,500.00	($3,443.00)	$57.00
Fire Department Expenses	$130,479.87	($85,479.88)	$44,999.99
Board Liability Insurance	$1,562.00	$0.00	$1,562.00
Legal Expenses	$3,500.00	($1,000.00)	$2,500.00
Jefferson Co. Tax Collector Fees	$1,200.00	($990.36)	$209.64
Office, Postage, Operations, Misc.	$275.00	$0.00	$275.00
JCAD Fees	$1,600.00	($1,296.37)	$303.63
Accounting Expenses	$0.00	$0.00	$0.00
Audit Expense	$3,000.00	($3,000.00)	$0.00
Certification, Travel, Education	$2,500.00	($630.30)	$1,869.70
Contingency	$3,700.00	$0.00	$3,700.00
SETRPC	$150.00	($150.00)	$0.00
Staff	$2,000.00	($2,000.00)	$0.00
Repairs to Station	$4,000.00	($4,000.00)	$0.00
		$0.00	$0.00

(This budgeted amount includes $45,000 for a for a paid position)

Note: January contingency of -$419.78 expense was reversed in April bringing the amount for contingency back to $5000. Please refer to Account Summary page.
Note: May and June contingency fee of $15.00 each month was reversed in June bringing the amount for contingency back to $5000. Please refer to Account Summary page.

Budget Worksheet Fiscal Year
October 1, 2015 - September 30, 2016

	2015-2016 Budget	Actual for 2015-2016	Difference Bw Budget and Actual	% Used Budget v. Actual	Budget Amendment 1	Difference Bw Budget and Actual	% Used Budgement Amend. 1 v. Actual
VFIS Property Insurance	3,500.00	(3,443.00)	57.00	98.37%	3,500.00	57.00	98.37%
Fire Dept. M & O	86,000.00	(85,479.88)	520.12	99.40%	86,000.00	520.12	99.40%
Board Liability Insurance	1,562.00	0.00	1,562.00	0.00%	1,562.00	0.00	0.00%
Legal Expenses	3,500.00	(1,000.00)	2,500.00	28.57%	3,500.00	2,500.00	28.57%
Jefferson Co. Tax Collector Fees	1,200.00	(990.36)	209.64	82.53%	1,200.00	209.64	82.53%
Office, Postage, Operations, Misc.	275.00	0.00	275.00	0.00%	275.00	275.00	0.00%
JCAD Fees	1,600.00	(1,296.37)	303.63	81.02%	1,600.00	303.63	81.02%
Accounting Expenses	1,200.00	0.00	1,200.00	0.00%	0.00	0.00	#DIV/0!
Audit Expenses	6,500.00	(3,000.00)	3,500.00	46.15%	3,000.00	0.00	0.00%
Certification, Travel, Education	2,500.00	(630.30)	1,869.70	25.21%	2,500.00	1,869.70	0.00%
Contingency	5,000.00	0.00	5,000.00	0.00%	3,700.00	3,700.00	0.00%
SETRPC	150.00	(150.00)	0.00	100.00%	150.00	0.00	100.00%
Staff	0.00	(2,000.00)	(2,000.00)		2,000.00	0.00	100.00%
Maintenance & Repairs	0.00	(3,989.17)	(3,989.17)		4,000.00	10.83	99.73%
Reserve Fund	45,000.00	0.00	45,000.00	0.00%	45,000.00	45,000.00	0.00%
	157,987.00	**(101,979.08)**	**56,007.92**		**157,987.00**	**54,445.92**	

Business Checking - Public Funds

Account number: **9568229700** ■ September 1, 2016 - September 30, 2016 ■ Page 1 of 4

EODCKSDTN6 006176

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

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- Online Statements ☐
- Business Bill Pay ☐
- Business Spending Report ☐
- Overdraft Protection ☐

Activity summary

Beginning balance on 9/1	$94,184.71
Deposits/Credits	1,098.33
Withdrawals/Debits	- 5,790.72
Ending balance on 9/30	**$89,492.32**
Average ledger balance this period	$94,440.36

Account number: **9568229700**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/6		WT Seq104730 Jefferson County /Org=Jefferson County Srf# IN16090609482839 Trn#160906104730 Rfb# 000011326	1,068.33		
9/6		Wire Trans Svc Charge - Sequence: 160906104730 Srf# IN16090609482839 Trn#160906104730 Rfb# 000011326		15.00	95,238.04
9/16		Deposit Made In A Branch/Store	15.00		
9/16		Deposit Made In A Branch/Store	15.00		95,268.04

EODCKSDTN6 006176 NNNNNNNNNN NNN NNN 001 003 808 046903 20200750.1

Transaction history (continued)

Date	*Check Number*	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
9/23	1376	Check		250.00	
9/23	1377	Check		250.00	94,768.04
9/27	1378	Deposited OR Cashed Check		286.55	94,481.49
9/28	1379	Check		3,989.17	90,492.32
9/29	1381	Check		1,000.00	89,492.32
Ending balance on 9/30					**89,492.32**
Totals			**$1,098.33**	**$5,790.72**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written *(checks listed are also displayed in the preceding Transaction history)*

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*	*Number*	*Date*	*Amount*
1376	9/23	250.00	1378	9/27	286.55	1381 *	9/29	1,000.00
1377	9/23	250.00	1379	9/28	3,989.17			

** Gap in check sequence.*

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 09/01/2016 - 09/30/2016	Standard monthly service fee $12.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$3,000.00	$89,492.32 ☑
• Average ledger balance	$6,000.00	$94,440.00 ☑
• Qualifying transaction from a linked Wells Fargo Business Payroll Services account	1	0 ☐

WC/WC

0490804

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Transactions	7	150	0	0.50	0.00
Total service charges					**$0.00**

IMPORTANT ACCOUNT INFORMATION

To verify your identity when you contact us, we may use a service that compares information your mobile or wireless operator has with information you have provided us. Please refer to our Privacy Policy for how we treat your data.

Is your wireless operator authorized to provide information to assist in verifying your identity?

Yes, and we may rely on this information to assist in verifying your identity.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Wells Fargo with your wireless operator account profile information for the duration of the business relationship.

You may opt out by contacting your mobile or wireless operator directly.

EODCKSDTN6 006176 NNNNNNNNNN NNN NNN 002 003 808 046805 20200750.1

General statement policies for Wells Fargo Bank

Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement ..... $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ _____
$ _____
$ _____
+ $ _____

..... **TOTAL** $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

..... **TOTAL** $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above ..... - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register ..... $ _____

Number	Items Outstanding	Amount
	Total amount $	

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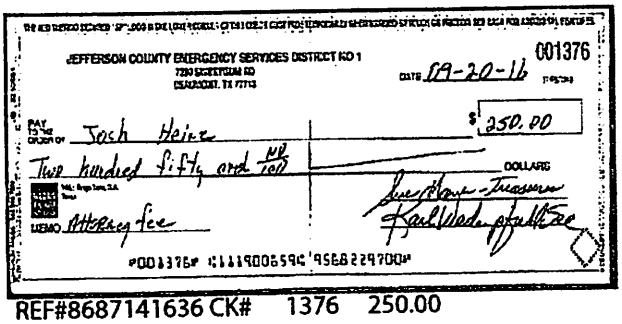
Account: **9568229700** ■ September 01, 2016 - September 30, 2016 ■ Page 1 of 1

Online banking customers can view and print check images that have cleared since their last statement.

Check Images



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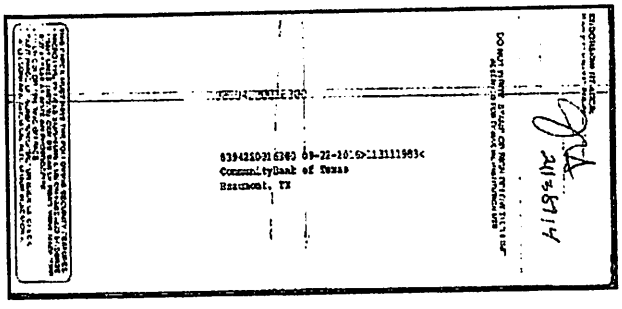

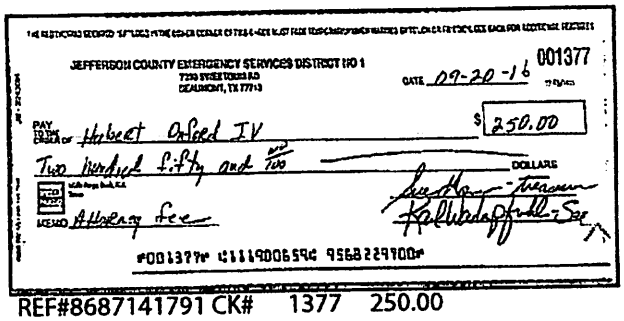

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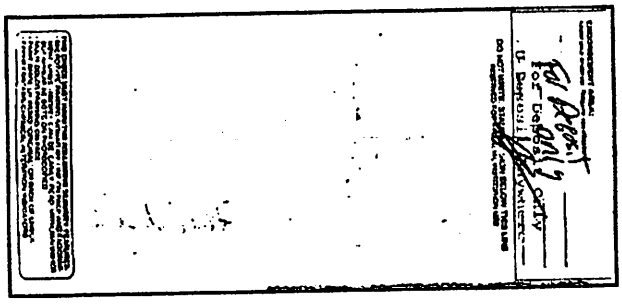

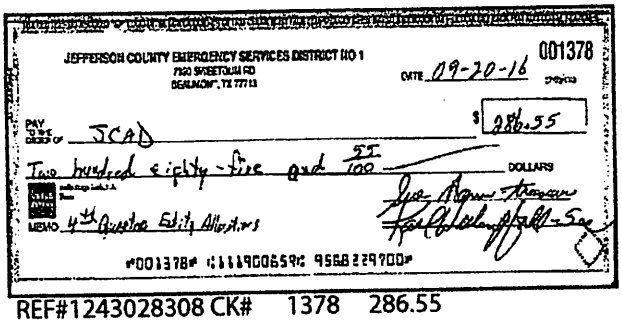

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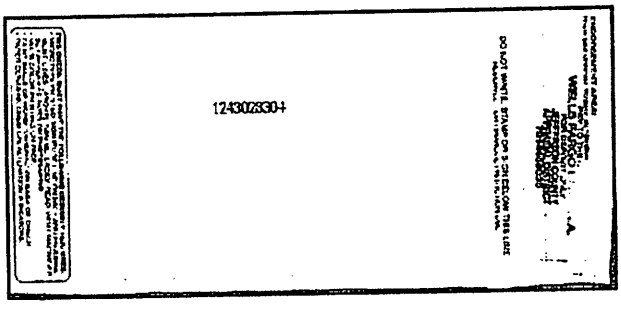

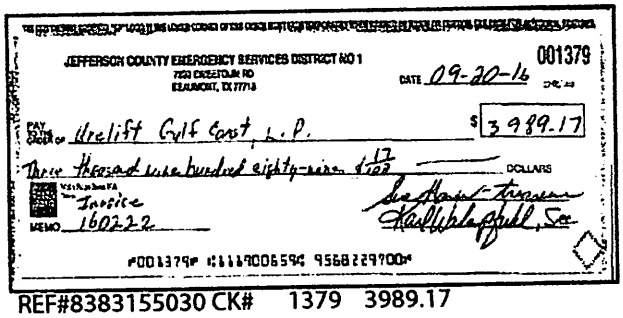

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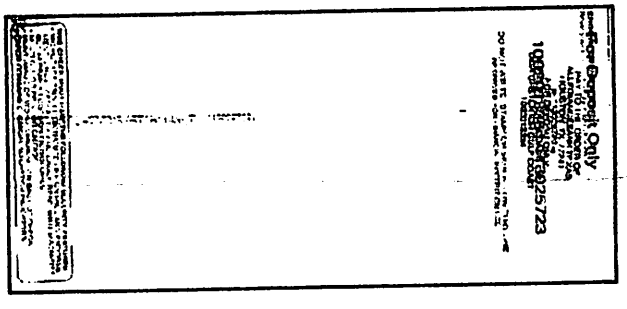

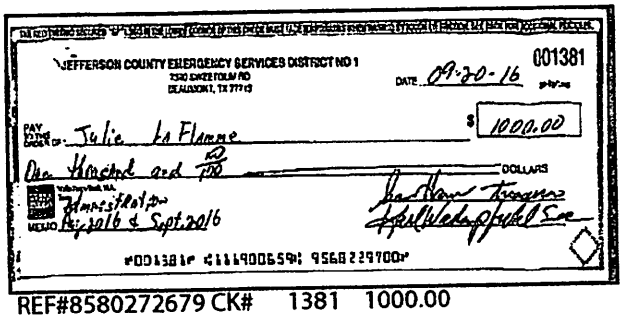

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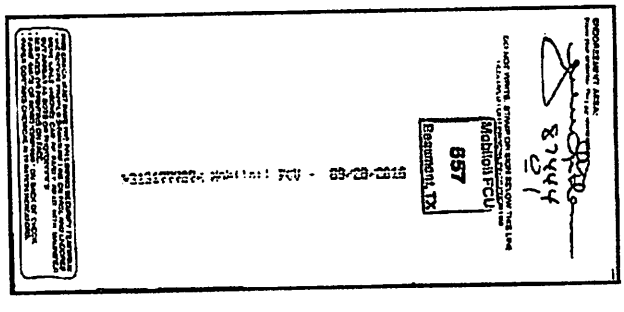

EODCKSDTN6 006176 NNNNNNNNNN NNN NNN 003 003 808 046907 20200750.1

Business Market Rate Public Funds

Account number: **7935613534** ■ September 1, 2016 - September 30, 2016 ■ Page 1 of 4

025672 1 AB 0.399 966261

JEFFERSON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
7390 SWEETGUM RD
BEAUMONT TX 77713-8422

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-CALL-WELLS (1-800-225-5935)
TTY: 1-800-877-4833
En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Get a clear look at the business financing process to decide if and when business credit is right for you. Visit wellsfargoworks.com/credit to find out more.

Credit decisions subject to credit qualification.

Activity summary

Beginning balance on 9/1	$3,682.55
Deposits/Credits	23,758.04
Withdrawals/Debits	- 0.00
Ending balance on 9/30	**$27,440.59**
Average ledger balance this period	$15,561.41

Account number: **7935613534**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 111900659

For Wire Transfers use
Routing Number (RTN): 121000248

Interest summary

Interest paid this statement	$0.32
Average collected balance	$13,185.71
Annual percentage yield earned	0.03%
Interest earned this statement period	$0.32
Interest paid this year	$1.06

DCRF11UTNG 025672 NNNNNNNNN NNN NNN 001 002 808 138877 20200675.9

Transaction history

Date	*Description*	*Deposits/ Credits*	*Withdrawals/ Debits*	*Ending daily balance*
9/16	eDeposit IN Branch/Store 09/16/16 10:36:41 Am 4405 Dowlen Rd Beaumont TX 3534	23,757.72		27,440.27
9/30	Interest Payment	0.32		27,440.59
Ending balance on 9/30				**27,440.59**
Totals		**$23,758.04**	**$0.00**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 09/01/2016 - 09/30/2016	Standard monthly service fee $10.00	You paid $0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any **ONE** of the following account requirements		
• Minimum daily balance	$2,500.00	$3,682.55 ☑
• Average collected balance	$5,000.00	$13,186.00 ☑

YO/YD

Account transaction fees summary

Service charge description	*Units used*	*Units included*	*Excess units*	*Service charge per excess units ($)*	*Total service charge ($)*
Deposited Items	1	20	0	0.50	0.00
Cash Deposited ($)	0	5,000	0	0.0030	0.00
Total service charges					**$0.00**

138878

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DCRF11UTNG 025672 NNNNNNNNN NNN NNN 002 002 808 138879 20200675.9

General statement policies for Wells Fargo Bank

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3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance shown on your statement ..... $ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.
$ _____
$ _____
$ _____
+ $ _____

..... **TOTAL** $ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

..... **TOTAL** $ _____

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above ..... - $ _____

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)
This amount should be the same as the current balance shown in your check register ..... $ _____

Number	Items Outstanding	Amount
	Total amount $	

138880

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UPGR

JEFFERSON COUNTY EMERGENCY SERVICES 162446
7390 SWEETGUM
BEAUMONT TX 77713

▸ Contact your Relationship Manager to discuss targeted solutions for your evolving business needs.

ACCOUNT SUMMARY FOR PERIOD JULY 01, 2016 - SEPTEMBER 30, 2016

Business Advantage Savings 00003331451109

Previous Balance 06/30/16	$23,747.73
0 Deposits/Credits	$0.00
Interest Paid	$9.99
1 Debits	($23,757.72)
Service Charges	$0.00
Ending Balance 09/30/16	$0.00

JEFFERSON COUNTY EMERGENCY SERVICES

Number of Days in Cycle	92
Minimum Balance This Cycle	$0.00
Average Collected Balance	$23,750.91
Interest Earned During this Cycle	$9.99
Interest Paid Year-To-Date	$33.59
Annual Percentage Yield (This Statement Period)	0.20%

ACCOUNT DETAIL FOR PERIOD JULY 01, 2016 - SEPTEMBER 30, 2016

Business Advantage Savings 00003331451109

JEFFERSON COUNTY EMERGENCY SERVICES

Date	*Description*	*Deposits/Credits*	*Withdrawals/Debits*	*Resulting Balance*
07/31	Interest paid	$4.02		$23,751.75
08/31	Interest paid	$4.02		$23,755.77
09/16	Customer withdrawal		$23,757.72	($1.95)
09/16	Interest paid	$1.95		$0.00
Total		$9.99	$23,757.72	

C0LR096B 6056 5003 204 07 161001 PAGE 00001 OF 00001 162446

Thank you for banking with us.

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MEMBER FDIC EQUAL HOUSING LENDER

September 2016-Department Financials

Jefferson County Emergency Services District # 1, Inc.

	September 2016 $ Budget Amount	September Monthly Expenditure	Spent to Date	% Spent
1. Engine #2 Annual Payment	$26,004.67		$26,004.67	100.00%
2. Vehicle, A&S & Contents Pkg Insurance	$14,000.00		$11,874.00	84.81%
3. Workman's Comp,	$900.00		$854.00	94.89%
4. Vehicle Maintenance/Repair	$5,500.00		$3,417.41	62.13%
5. Equipment Maint/Repair/Purchase	$1,000.00		$1,749.92	174.99%
6. Fuel	$2,500.00	$102.33	$1,349.12	53.96%
7. Bunker Gear Maintenance/Purchase	$1,000.00		$11,312.50	1131.25%
8. Radio & Pager Maintenance/Purchase	$2,000.00	$305.00	$3,625.00	181.25%
9. Uniform Maintenance/Purchases	$500.00		$1,637.35	327.47%
10. Telephone Service (Phone/Fax/Security)	$1,650.00	$219.12	$1,307.33	79.23%
11. Fire Alarm Service	$500.00			
12. Member Fuel Reimbursement	$2,200.00		$2,038.10	92.64%
13. Print/Copy/Office Supplies	$500.00	$356.46	$756.06	151.21%
14. Fire Training	$1,000.00		$100.00	10.00%
15. Medical Training	$1,500.00		$2,534.10	168.94%
16. Medical Supplies	$2,500.00		$738.07	29.52%
17. Organizational Dues	$400.00	$250.00	$635.00	158.75%
18. Miscellaneous *(See Itemized Listing)	$2,000.00	$154.15	$1,864.88	93.24%
19. Utilities (Electric, Gas)	$3,000.00	$580.65	$3,437.14	114.57%
20. Internet & TV	$1,200.00	$177.37	$1,301.52	108.46%
21. Accounting - CPA & IRS & Audit	$7,500.00		$4,445.00	59.27%
22. Annual Air Pak Testing	$500.00		$171.00	34.20%
23. Annual Fire Hose Testing	$2,750.00		$1,970.00	71.64%
24. SCBA Air Fill Testing (Qtr. Maint.) & Oxygen	$1,675.20		$2,625.26	156.71%
25. Defibrillator Testing	$500.00			0.00%
26. Station Maint. (Pest Control, Cleaning & Annual Security, Flags)	$1,500.00	$302.80	$2,188.40	145.89%
27. Engine Pump Recertification	$750.00		$700.22	93.36%
28. Annual Generator PM	$450.00		$425.00	94.44%
TOTALS	**$85,479.87**	**$2,447.88**	**$89,061.05**	**104.19%**

Jefferson County Emergency Services District # 1, Inc.

September EXPENDITURES				
Payee	Reason	Amount	Date	Check #
Overhead Door Company of Beaumont, Inc.	Labor to set screw, replace key in right drum & lube (Far Left Bay Door)	$182.30	6-Sep	1967
Robert Ring - Unit #57	Reimburse for Lowes purchase of 7.5 amp Electric Blower for Station Clean Up	$35.70	6-Sep	1968
Chris Gonzales - Unit #1	Reimb. For working lunch for 3 members & guest	$51.06	6-Sep	1969
AT&T	Phone, Fax & Security Lines 8/17 - 9/16/2016	$109.56	6-Sep	1970
CenterPoint Energy	Station Gas 7/20 - 8/17/2016	$37.15	6-Sep	1971
Verizon	Internet Service 8/2 - 9/1/2016	$37.99	13-Sep	1972
Card Service Center (Master Card) x 1379	Fuel $102.33, Ice $2.32	$104.65	13-Sep	1973
Entergy	Electric Service 8/3 - 8/31/2016	$507.93	13-Sep	1974
Directv	Television Service 9/7 - 10/6/2016 plus prev month	$139.38	13-Sep	1975
Sabine Neches Chiefs Association	2017 Dues	$250.00	23-Sep	1976
Terry Peddy Pest Control, Inc.	Qtrly Pest Control Spraying	$55.00	23-Sep	1977
Kay Electronics, Inc.	Installation of 2 radio chargers (Eng #1 & Eng #2)	$305.00	23-Sep	1978
Julie LaFlamme	Reimburse for Sams purchase, Bath Paper Towels, Label Maker, Case of Paper, Snack	$195.48	23-Sep	1979
Julie LaFlamme	Reimburse for Office Depot purchase of 8 Binders, Binder Dividers, Label Tape, 2 Multi packs - Ink	$244.55	9/23/2016	1980
CenterPoint Energy	Station Gas 8/18 - 9/19/2016	$35.57	23-Sep	1981
Julie LaFlamme	Reimburse for roll of postage stamps (100)	$47.00	23-Sep	1982
AT&T	Phone, Fax & Security Lines 9/17 - 10/16/2016	$109.56	27-Sep	1983
TOTAL		$2,447.88		

Jefferson County Emergency Services District # 1, Inc.
September 2016

Community Bank Checking

Beginning Balance	$17,831.59
Withdrawals - Checks Written	-$2,447.88
Withdrawals - Debit for Vendor	
Transfers	
Deposits*	
Ending Balance	$15,383.71

Community Bank Statement

$16,214.33 Ending September Balance

Outstanding Checks

Mark Mann - Unit #58	-$10.00
Mark Mann - Unit #58	-$5.00
Jordan Gonzales - Unit #34	-$35.00
Mark Mann - Unit #58	-$10.00
Chris Gonzales - Unit #1	-$51.06
Sabine Neches Chiefs Association	-$250.00
Terry Peddy Pest Control, Inc.	-$55.00
Kay Electronics, Inc.	-$305.00
AT&T	-$109.56

Check #1771
Check #1824
Check #1937
Check #1943
Check #1969
Check #1976
Check #1977
Check #1978

$15,383.71 Community Bank Balance

Deposits to Community Bank

$0.00

Jefferson County Emerge. Services District # 1, Inc.
September 2016

Expenditures

***Itemized Expenditures**

18. Miscellaneous Expenitures Detailed

Chris Gonzales (Working lunch-Chris, Julie, Lewis & guest)	$51.06
Card Service Center (Mastercard) Ice	$2.32
Julie LaFlamme - Sams purchase of Station Snacks	$100.77
Total Misc. Expenitures	**$154.15**

Volunteers Savings Account	**$13,401.60**
Deposits	
Withdrawals	
Transfer	
Fees	**$13,401.60**
Savings Balance	

$0.00

3 pgs
ROW

2017023334

STATE OF TEXAS
COUNTY OF JEFFERSON

WR#:
ADDRESS: N SIDE WESTBOUND HIGHWAY 124 Hamshire, TX 77622

586

RIGHT-OF-WAY INSTRUMENT - ENTERGY TEXAS, INC.

KNOW ALL MEN BY THESE PRESENTS THAT: ***THE COUNTY OF JEFFERSON,*** acting individually, and for, and on behalf of its successors, assigns and any other person or persons claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend **Entergy Texas, Inc.**, whose address is 60 North 11th Beaumont, Texas, and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement **10 feet** in width for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the County of **JEFFERSON,** State of Texas described as follows, to-wit:

Being a 4.084 acre tract of land situated in the JOS. FANNETT SURVEY, A - 461, being recorded in/under File #103030042 of the Official Public Records of Jefferson County, Texas.

The easement herein granted is shown by the attached Exhibit "A" hereto attached and made a part hereof.

Grantor grants to Grantee the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor. together with the right to attach wires and cables of any other party to Grantee's facilities.

Unless otherwise herein specifically provided, the center line of the electric power and communication lines initially constructed on this right-of-way shall be the center line of said right-of-way;

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Grantee hereby releases, indemnifies and holds Grantor harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by Grantee, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about Grantor's premises. Grantee indemnifies and holds Grantor, Jefferson County, Texas, harmless of and from any and all claims, suits or causes of action for injury, damages and/or death arising from Grantee's activities, use of or presence on the easement or other adjacent property of Grantor. This indemnity agreement extends to and indemnifies Grantor/Indemnitee for the Indemnitee's concurrent negligence.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 20th day of June, 2017.

GRANTOR: _____
[Signature of Representative]

Printed name: JEFF BRANICK
Title: COUNTY JUDGE
Entity Represented: COUNTY OF JEFFERSON

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF JEFFERSON

This instrument was acknowledged before me on July 17, 2017 [Date] by JEFF BRANICK as COUNTY JUDGE FOR THE COUNTY OF JEFFERSON, STATE OF TEXAS.

Stamp or Seal

NOTARY PUBLIC STATE OF TEXAS
LOMA C. GEORGE
Notary Public State of Texas
Commission Expires
FEBRUARY 7, 2019

Loma George
Notary Public, State of Texas
Commission expires: Feb. 7, 2019

AFTER RECORDING, RETURN TO: Distribution Right-of-Way Department, Entergy Texas, Inc., 60 North 11th Beaumont, Texas 77702

Space Below Reserved For County Clerks Recording Information

Ex "A"

Jefferson CAD, TX
Date Printed: June 19, 2017

This map is for illustrative purposes only and does not represent a survey. It is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The user acknowledges and accepts all inherent limitations of the maps and data, including the fact that the maps and data are dynamic and in a constant state of maintenance, correction and revision. No liability is assumed by Jefferson County as to the accuracy of the data delineated hereon.

Google Earth

feet 400
meters 100

RETURN TO
COUNTY CLERK
CAROLYN GUIDRY

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas
July 18, 2017 09:43:40 AM
FEE: $0.00 **2017023334**

Special, July 17, 2017

There being no further business to come before the Court at this time, same is now here adjourned on this date, July 17, 2017