

*Notice of Meeting and Agenda and Minutes
April 22, 2019*

SPECIAL, 4/22/2019 1:30:00 PM

BE IT REMEMBERED that on April 22, 2019, 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

Honorable Carolyn L. Guidry , County Clerk

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

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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**
April 22, 2019

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **22nd** day of **April 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

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PURCHASING:

1. Execute, receive and file a contract renewal for (IFB 17-010/YS), Term Contract Crushed Slag (Gr. 1, Type D, Class 2) and Asphalt Products for Jefferson County for a first one (1) year renewal with Martin Asphalt Company from April 29, 2019 to April 28, 2020, with price increases for Item A1 from \$1.50/gallon to \$2.00/gallon, Item A2 from \$1.50/gallon to \$2.00/gallon, and Item B1 from \$2.25/gallon to \$2.35/gallon. Price increases are due to an increase in material cost to manufacture products.

SEE ATTACHMENTS ON PAGES 9 - 10

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Execute, receive and file a contract renewal for (RFP 17-048/YS), Automated Teller Machines (ATM) Installation and Operation for Jefferson County for a first one (1) year renewal with Citywide ATM from April 4, 2019 to April 3, 2020.

SEE ATTACHMENTS ON PAGES 11 - 11

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve award, execute, receive and file a contract for Invitation for Bid (IFB 19-016/JW) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division with The Dingo Group, LLC d/b/a Pete Jorgensen Marine, in the amount of \$175,850.00.

SEE ATTACHMENTS ON PAGES 12 - 55

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

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4. Consider and approve, execute, receive and file a Certificate of Construction Completion for (IFB 18-019/JW) Repair of Hangar No. 2 at Jack Brooks Regional Airport with GADV, Inc. d/b/a L & L General Contractors.

SEE ATTACHMENTS ON PAGES 56 - 56

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

5. Request approval to release retainage in the amount of \$11,392.50 to GADV, Inc. d/b/a L & L General Contractors for (IFB 18-019/JW) Repair of Hangar No. 2 at Jack Brooks Regional Airport; and execute receive and file (Final) Payment Application No. 2. This final payment application reflects a decrease of \$4,150.00 for owner-controlled contingency funds not utilized, bringing the total contract amount from \$232,000.000 down to \$227,850.00.

SEE ATTACHMENTS ON PAGES 57 - 58

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

ADDENDUMS

6. Consider and approve a bid due date extension for Invitation for Bid (IFB 19-021/JW), Ford Fields Concession Stand from 11:00 am CT, Tuesday, April 23, 2019 to 11:00 am CT, Tuesday, May 7, 2019.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

7. Consider and approve budget transfer - Constable Pct.6 - additional cost for extra help.

| | | | |
|-------------------|--------------------|-------------|------------|
| 120-3070-425-1005 | EXTRA HELP | \$14,739.00 | |
| 120-3070-425-1098 | OVERTIME ALLOWANCE | | \$7,425.00 |
| 120-3070-425-3002 | AMMUNITION | | \$1,000.00 |

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| | | | |
|-------------------|--------------------------|--|------------|
| 120-3070-425-3010 | BOOKS-PRINTED | | \$1,608.00 |
| 120-3070-425-3017 | CLOTHING | | \$3,956.00 |
| 120-3070-425-4011 | EQUIPMENT- MISCELLANEOUS | | \$750.00 |

SEE ATTACHMENTS ON PAGES 59 - 60

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

8. Consider and approve budget transfer - Road & Bridge Pct.4 - additional cost for travel.

| | | | |
|-------------------|----------------|------------|------------|
| 114-0407-431-5062 | TRAVEL EXPENSE | \$3,000.00 | |
| 114-0402-431-3079 | CRUSHED STONE | | \$3,000.00 |

SEE ATTACHMENTS ON PAGES 61 - 61

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

9. Receive and file Financial & Operating Statements - County Funds Only for the Month Ending March 31, 2019.

SEE ATTACHMENTS ON PAGES 62 - 79

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

10. Regular County Bills - check #458194 through checks #458610.

SEE ATTACHMENTS ON PAGES 80 - 87

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

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COUNTY COMMISSIONERS:

11. Consider and possibly approve a Resolution for Elizabeth Parks.

SEE ATTACHMENTS ON PAGES 88 - 88

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

12. Consider and possibly approve a Proclamation for Soil & Water Stewardship Week.

SEE ATTACHMENTS ON PAGES 89 - 89

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

13. Receive and file executed Inter-local Agreement between Jefferson County and the City of Groves for repairs of streets in Precinct 2.

SEE ATTACHMENTS ON PAGES 90 - 92

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

14. Receive and file executed Inter-local Agreement between Jefferson County and the City of Port Arthur for repairs of streets in Precinct 2.

SEE ATTACHMENTS ON PAGES 93 - 99

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

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15. Receive and file executed Inter-local Agreement between Jefferson County and the City of Nederland for repairs of streets in Precinct 2.

SEE ATTACHMENTS ON PAGES 100 - 101

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

16. Receive and file executed Inter-local Agreement between Jefferson County and the City of Port Neches for repairs of streets in Precinct 2.

SEE ATTACHMENTS ON PAGES 102 - 106

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

17. Receive and file executed Inter-local Agreement between Jefferson County and Jefferson County Drainage District No. 7 for repairs of streets in Precinct 2.

SEE ATTACHMENTS ON PAGES 107 - 113

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

18. Consider and possibly approve a Proclamation for National Travel and Tourism Week.

SEE ATTACHMENTS ON PAGES 114 - 115

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

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ENGINEERING:

19. Execute, receive and file Utility Permit 04-U-19 to SDT Solutions, LLC for the placement of fiber optics for Entergy from SH 365 (Sour Lake) and along Old Nome Road. This project is located in Precinct 1.

SEE ATTACHMENTS ON PAGES 116 - 145

Action: TABLED

20. Consider and possibly approve Tract 3-A, 3-B, and 3-C 16.197 acres of land, Replat of Part of Tracts 3 and 4, J.J Burrell Estates Partition in the Bennett Blackman Survey Abstract 3 in Jefferson County. This property is located on FM Highway 365 in Precinct #3. This plat is in the City of Port Arthur ETJ (extra-territorial jurisdiction). It was approved by the City of Port Arthur Planning and Zoning Department and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 146 - 147

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

HUMAN RESOURCES:

21. Consider and possibly approve granting extended leave without pay for up to 45 days for Silva Charles, a Community Supervision & Corrections employee. This approval will bridge her to retirement.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Jeff R. Branick
County Judge

**CONTRACT RENEWAL FOR IFB 17-010/YS
TERM CONTRACT CRUSHED SLAG (GR. 1, TYPE D, CLASS 2)
AND ASPHALT PRODUCTS FOR JEFFERSON COUNTY**

The County entered into a contract with Martin Asphalt Company for one (1) year, from May 1, 2017 to April 30, 2018, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from April 29, 2019 to April 28, 2020.

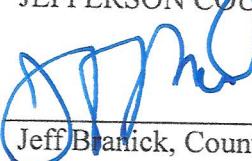
ATTEST:



Carolyn L. Guidry, County Clerk

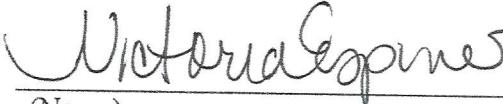


JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge

CONTRACTOR:
Martin Asphalt Company



(Name)



Jefferson County

4/12/2019

Attn: Purchasing Department

Regarding: Contract Renewal IFB 17-010/YS

Martin Asphalt would like to request a price increase for this contract instead of a simple renewal. This is due to an increase in the material cost that is required to manufacture the products. The current price and proposed increase are below:

Current pricing:

CRS-2: \$1.50 per gallon F.O.B. Port Neches terminal

SS-1: \$1.50 per gallon F.O.B. South Houston terminal

AE-P: \$2.25 per gallon F.O.B. South Houston terminal

Price increase:

CRS-2: \$2.00 per gallon F.O.B. Port Neches terminal

SS-1: \$2.00 per gallon F.O.B. South Houston terminal

AE-P: \$2.35 per gallon F.O.B. South Houston terminal

Thank you,

Victoria Espino

Sales Representative

Martin Asphalt Company

713.350.6852

JEFFERSON COUNTY, TEXAS

Jeff Branick
Jeff Branick, County Judge

ATTEST:

Carolyn L. Gandy
Carolyn L. Gandy, County Clerk



Three Riverway, Suite 1250 – Houston, Texas 77056 – 713.350.5350

**CONTRACT RENEWAL FOR RFP 17-048/YS
AUTOMATED TELLER MACHINES (ATM) INSTALLATION AND
OPERATION FOR JEFFERSON COUNTY**

The County entered into a contract with Citywide ATM for one (1) year, from April 5, 2018 to April 4, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from April 4, 2019 to April 3, 2020.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry
Carolyn L. Guidry, County Clerk

Jeff Branick
Jeff Branick, County Judge



CONTRACTOR:
Citywide ATM

(Name)

Rick Ali



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

March 4, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-016/JW, Replacement Outboard Motors and Rigging Kits for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> 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 three (3) 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: **Replacement Outboard Motors and Rigging Kits
for Jefferson County Sheriff's Marine Division**

BID NO: **IFB 19-016/JW**

DUE DATE/TIME: **11:00 AM CT, Tuesday, April 2, 2019**

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 Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

A handwritten signature in black ink that reads "Deborah L. Clark".

Deborah L. Clark,
 Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – March 6, 2019 & March 13, 2019

IFB 19-016/JW

**Replacement Outboard Motors and Rigging Kits
for Jefferson County Sheriff's Marine Division**

Bids due: 11:00 AM CT, Tuesday, April 2, 2019

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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.
- Three (3) 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.

<https://www.co.jefferson.tx.us/Purchasing/>

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 or 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 judgement call to extend any deadline.

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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 – 2019:**

| | | |
|------------------|---------------------|-----------------------------|
| January 1 | Tuesday | New Year's |
| January 21 | Monday | Martin Luther King, Jr. Day |
| February 18 | Monday | President's Day |
| April 19 | Friday | Good Friday |
| May 27 | Monday | Memorial Day |
| July 4 | Thursday | Independence Day |
| September 2 | Monday | Labor Day |
| November 11 | Monday | Veteran's Day |
| November 28 & 29 | Thursday & Friday | Thanksgiving |
| December 24 & 25 | Tuesday & Wednesday | Christmas |
| January 1, 2020 | Wednesday | 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 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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," commonly 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 the right to contact any bidder, at any time, to clarify, verify or require 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 receipt 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 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

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

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

- (1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

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 Three (3) 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>

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

Vendors must 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.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), 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 Section 9 Below)

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 Jamey West, Assistant Purchasing Agent via e-mail at: jwest@co.jefferson.tx.us or phone at 409-835-8593, regarding any questions or comments. Please reference bid number IFB 19-016/JW.

Scope

Jefferson County is soliciting bids for Replacement Outboard Motors and Rigging Kits for the Jefferson County Sheriff's Marine Division.

Instructions to Bidders (Re: Brand Reference / Equivalent Item Bids)

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders Submitting Bids for Alternate/Equivalent Items:

- ▶ Bidders may submit bids on alternate/equivalent items, but MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.
- ▶ Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders Submitting Bids for Exact Make/Model as specified:

- ▶ Bidders offering the exact make/model as specified, MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

Bid Item 1:

Quantity of (4) Yamaha F300UCA Model 300 HP Outboard Motors or Equivalent

| | |
|------------------------------|--|
| Type: | Outboard Motor |
| Year: | Current |
| Model: | 300 HP Four Stroke V6 4.2L Offshore |
| Model Number: | F300UCA |
| Series: | Four Stroke V6 4.2L Offshore |
| HP: | 300 |
| Engine Type: | V6 (60°) |
| Displacement: | 4.2L (254 ci) |
| Bore x Stroke: | 96 x 96mm (3.78 x 3.78 in) |
| Prop Shaft Horsepower: | 300hp at 5500 rpm (F/LF300) |
| Compression Ratio: | 10.3 |
| Fuel/Induction System: | DOHC Fuel Injection VCT |
| Exhaust: | Through Propeller |
| Intake: | Single Throttle Valve |
| Ignition System: | TCI Micro Computer |
| Spark Plug: | LFR6A-11-00-000 |
| Alternator Output: | 70 Amp |
| Starting System: | Electric |
| Lubrication: | Wet Sump |
| Engine Oil Capacity: | 6.3L/6.0L w/with filter |
| Full Throttle RPM Range: | 5000-6000 |
| Cooling: | Water/Thermostatic Control |
| Recommended Engine Oil: | Yamalube® 4M (See owner's manual) |
| Recommended Fuel: | Regular Unleaded (Minimum Pump Octane 89) |
| Recommended Fuel Filtration: | Yamaha 10-Micron Fuel/Water Separating Filter (external) |
| Ethanol Blend Limit: | 10% Maximum |
| Gear Ratio: | (21 |
| Gear Shift: | Forward, Neutral, Reverse |
| Shaft Length: | 30" |
| Degree of Tilt: | 67° |
| Degree of Trim: | -3° through +16° |
| C.A.R.B. Rating: | 3-Star |
| Dry Weight: | 571 lbs |
| Mounting Centers: | 28.6" |
| Steering Angle (maximum): | 32° from center, either direction |
| Rotation: | Standard (Right) |

Bid Item 2:**Quantity of (4) Yamaha LF300UCA Model 300 HP Outboard Motors or Equivalent**

| | |
|------------------------------|--|
| Type: | Outboard Motor |
| Year: | Current |
| Model: | 300 HP Four Stroke V6 4.2L Offshore |
| Model Number: | LF300UCA |
| Series: | Four Stroke V6 4.2L Offshore |
| HP: | 300 |
| Engine Type: | V6 (60°) |
| Displacement: | 4.2L (254 ci) |
| Bore x Stroke: | 96 x 96mm (3.78 x 3.78 in) |
| Prop Shaft Horsepower: | 300hp at 5500 rpm (F/LF300) |
| Compression Ratio: | 10.3 |
| Fuel/Induction System: | DOHC Fuel Injection VCT |
| Exhaust: | Through Propeller |
| Intake: | Single Throttle Valve |
| Ignition System: | TCI Micro Computer |
| Spark Plug: | LFR6A-11-00-000 |
| Alternator Output: | 70 Amp |
| Starting System: | Electric |
| Lubrication: | Wet Sump |
| Engine Oil Capacity: | 6.3L/6.0L w/with filter |
| Full Throttle RPM Range: | 5000-6000 |
| Cooling: | Water/Thermostatic Control |
| Recommended Engine Oil: | Yamalube® 4M (See owner's manual) |
| Recommended Fuel: | Regular Unleaded (Minimum Pump Octane 89) |
| Recommended Fuel Filtration: | Yamaha 10-Micron Fuel/Water Separating Filter (external) |
| Ethanol Blend Limit: | 10% Maximum |
| Gear Ratio: | (21 |
| Gear Shift: | Forward, Neutral, Reverse |
| Shaft Length: | 30" |
| Degree of Tilt: | 67° |
| Degree of Trim: | -3° through +16° |
| C.A.R.B. Rating: | 3-Star |
| Dry Weight: | 571 lbs |
| Mounting Centers: | 28.6" |
| Steering Angle (maximum): | 32° from center, either direction |
| Rotation: | Counter (Left) |

Bid Item 3:**Quantity of (2) DEC Rigging Kits (Part Number: 6X6-OE83C-00-00) or Equivalent**

Single/Twin Engine Kit w/ 1 Information Station Display.

Note: Control to be paired with these kits is Model CL-2MA.

Bid Item 4:**Quantity of (2) De-Rig of Existing Yamaha Motors and Installation of New Motors****Bid Item 5:****Commission Motors and Put Into Service (All Motors)**

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Bidder Information Form

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

Bid Name & Number: (IFB 19-016/JW) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division

Bidder's Company/Business Name: THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE

Contact Person: PETE JORGENSEN Title: G. m.

Phone Number (with area code): 409-2121005

Alternate Phone Number if available (with area code): 409-6584802

Fax Number (with area code): 409-2129681

Email Address: pete@jorgensenmarine.com

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

24 N 11TH ST

Address

Address
BEAUMONT TX 77702

City, State, Zip Code

SAM # 537C1
DUNS # 783215176.

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, #2, #3,

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

THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE

Company Name

24 N 11TH ST

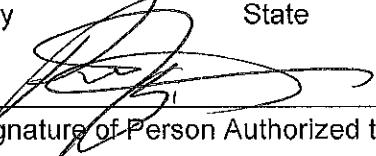
Address

BEAUMONT TX 77002

City

State

Zip


Signature of Person Authorized to Sign

PETE JORGENSEN

Printed Name

G. M.

Title

For clarification of this offer, contact:

PETE JORGENSEN

Name

409-2121005 409-2129681

Phone

Fax

pete@jorgensenmarine.com

E-mail

Bidder Shall Return Completed Form with Offer.

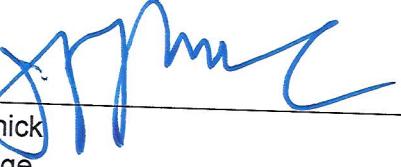
Acceptance of Offer

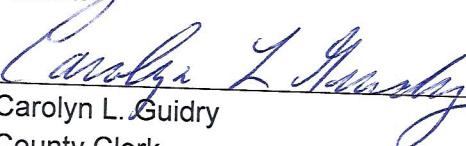
The Offer is hereby accepted for Jefferson County Invitation for Bid (IFB 19-016/JW), Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division.

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.

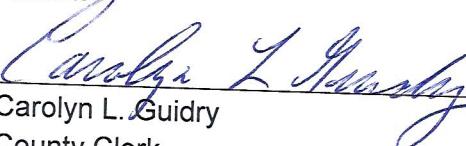
This contract shall henceforth be referred to as Contract No. 19-016/JW, Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:


Jeff R. Branick
County Judge


April 22, 2019
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: IFB 19-016/JW

IFB Title: Replacement Outboard Motors and Rigging Kits
 for Jefferson County Sheriff's Marine Division

IFB Due: **11:00 am CT, Tuesday, April 2, 2019**

Addendum No.: 3

Issued (Date): March 28, 2019

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:

-Revision to Bid Item # 3 Description (as follows):

Bid Item 3: Quantity of (4) Yamaha Gauges & Rigging Kits (or Equivalent) for Yamaha 300 HP Twin Engines (or Equivalent) as described in Bid Items 1 & 2.

To include: Fuel digital gauges, control boxes, fly by wire with at least 22' of cable.

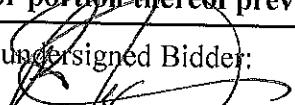
-Revised Bid Form (See Page 2 of this Addendum)

-Viewing of Boats: By Appointment Only, Bidders may visit the Jefferson County Sheriff's Marine Division to view the boats that are to have the motor and rigging replacements. Please contact Danny Walker at 409-673-5075 or Deputy Russ Franklin at 409-893-1949.

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:

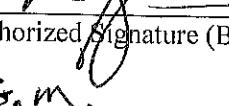
ATTEST:


 Authorized Signature (Bidder)

Witness

Witness

Approved by _____ Date: _____


 Title of Person Signing Above
THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE
 Typed Name of Business or Individual

2411 11TH ST BEAUMONT TX
 Address
77702

Revised Bid Form – Addendum No. 3

| Item | Description | Qty. | Unit Price | Total Price |
|------|---|------|--------------|--------------|
| 1 | Yamaha F300UCA Model 300 HP Outboard Motor or Equivalent | 4 | \$20075 . 00 | \$80300 . 00 |
| 2 | Yamaha LF300UCA Model 300 HP Outboard Motor or Equivalent | 4 | \$20374 . 00 | \$81496 . 00 |

| Item | Description | Qty. | Unit Price | Total Price |
|------|--|------|-------------|--------------|
| 3 | Yamaha Gauge & Rigging Kit (or Equivalent) for Yamaha 300 HP Twin Engines (or Equivalents) as described in Bid Items 1 & 2. To include: fuel digital gauges, control boxes, fly by wire with at least 22' of cable. | 4 | \$2873 . 50 | \$11494 . 00 |
| 4 | De-Rig Existing Yamaha Motors and Install New Motors | 4 | \$640 . 00 | \$2560 . 00 |

| Item | Description | Total Price |
|------|---|--------------|
| 5 | Commission Motors and Put Into Service (All Motors) Note: All work must be performed on-site at the Jefferson County Sheriff's Marine Division Hangar located at 4601 Airport 3 rd Street, Beaumont, Texas 77705. | \$175850. 00 |

Acknowledgment of Addenda (if any):

Addendum 1  Date Received 03-12-2019
 Addendum 2  Date Received 03-26-2019
 Addendum 3  Date Received 03-28-2019

Bidder Shall Return Completed Form with Offer.



April 2, 2019

The Yamaha limited 3 year warranty does not cover on site service charges. We will continue to offer the county on site service at the hangar and dockside as we have in the past, with no charges for travel time and mileage.

Thank you for the opportunity to bid.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pete Jorgensen', is written over a stylized, decorative flourish.

**Pete Jorgensen Marine
24 N. 11th street
Beaumont, TX 77702
409.212.1005**

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: BOMAC CONTRACTORS LTD

Address: 1020 LINDBERGH DR BEAUMONT TX 77707

Contact Person and Title: HENRY GOSS PURCHASING MNG

Phone: 409-8422125 Fax: _____

Email Address: henry.goss@BOMAC.com Contract Period: 2005 - PRESENT

Scope of Work: Supply & Maintenance of Boats and outboard motors

REFERENCE TWO

Government/Company Name: TEXAS PARKS & WILDLIFE

Address: 601 CHANNELVIEW DR PORT ARTHUR TX 77642

Contact Person and Title: _____

Phone: 409-9831104 Fax: _____

Email Address: _____ Contract Period: 2004 - PRESENT

Scope of Work: Supply and maintenance of boats & outboard motors

REFERENCE THREE

Government/Company Name: TOTAL PETROCHEMICAL

Address: P.O. Box 849

Contact Person and Title: BEN SIMMONS MATT SUPER.

Phone: 409-9850586 Fax: _____

Email Address: rc.pta-accounting@total.com Contract Period: 2007 - Present

Scope of Work: Supply and maint of boats & outboard motors

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.

THE DINGO GROUP LLC dba
PETE JORGENSEN MARINE

Bidder (Entity Name)

24N. 11TH ST

Street & Mailing Address

BEDFORD TX 77702

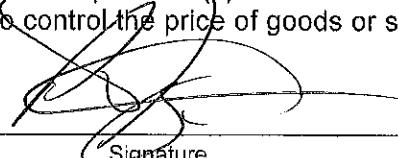
City, State & Zip

409-2121005

Telephone Number

pete@jorgensenmarine.com

E-mail Address



Signature

PETE JORGENSEN

Print Name

04-01-2019

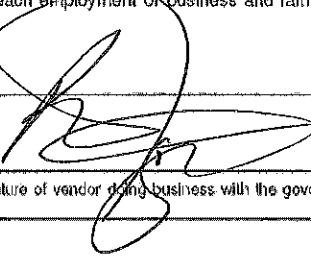
Date Signed

409-2129681

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

| | | |
|--|--|---|
| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
| <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | | |
| 1. Name of vendor who has a business relationship with local governmental entity. | | OFFICE USE ONLY Date Received |
| 2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <p style="margin-left: 20px;">(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.)</p> | | |
| 3. Name of local government officer about whom the information in this section is being disclosed. _____ Name of Officer | | |
| <p>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.</p> | | |
| <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> | | |
| <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> | | |
| <p>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?</p> | | |
| <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> | | |
| <p>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?</p> | | |
| <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> | | |
| <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> | | |
|  4. _____ Signature of vendor doing business with the governmental entity | | 04-01-2019 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 |
|--|--|---|
| <p>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.</p> | | |
| <p>1 Name of Local Government Officer _____</p> | | OFFICE USE ONLY |
| <p>2 Office Held _____</p> | | Date Received _____ |
| <p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code _____</p> | | |
| <p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3 _____</p> | | |
| <p>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).</p> <p>Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p> | | |
| <p>6 AFFIDAVIT _____</p> <p>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.</p> <p style="text-align: right;">_____ Signature of Local Government Officer</p> | | |
| <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> | | |
| <p>Signature of officer administering oath</p> | | <p>Printed name of officer administering oath</p> |
| <p>Title of officer administering oath</p> | | |

Adopted 8/7/2013

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

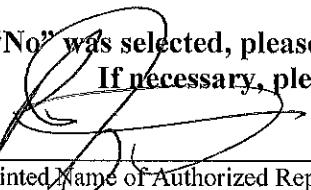
Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

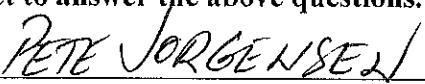
Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains 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.

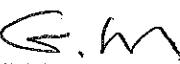
Did the Prime Contractor/Consultant . . .

- 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

04-01-2019

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: Yes 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

PAGE 2 OF 4

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

PAGE 3 OF 4

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): _____

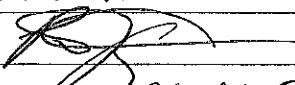
Proposed Subcontract Amount: _____ \$ _____ Percentage of Prime Contract: _____ % _____

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): PETE JORGENSEN

Title: G. m.

Signature: 

Date: 04-01-2019

E-mail address: pete@jorgensenmarine.com

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

Name (print or type): PETE JORGENSEN

Title: G. m.

Date: 04-01-2019

E-mail address: pete@jorgensenmarine.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.

- THE DINGO GROUP LLC dba*
 I certify that PETE JORGENSEN MARINE [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.): | <u>20-0624058</u> |
| Company Name submitting bid/proposal: | <u>THE DINGO GROUP LLC dba PETE JORGENSEN MARINE</u> |
| Mailing address: | <u>24N 11TH ST BEAUMONT TX 77702</u> |
| 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** |
|---------------------------------|--------------------------------------|
| <u>700000-000/324065-0000</u> | <u>24N 11TH ST BEAUMONT TX 77702</u> |
| <u>231302-000/000600 -0000</u> | <u>24N 11TH ST " " "</u> |
| | |

* 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.

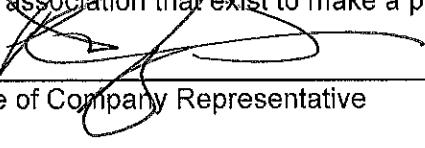
House Bill 89 Verification

I, PETE JORGENSEN, the undersigned representative of (company or business name) THE DINGO GROUP LLC dba PETE JORGENSEN MARINE (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

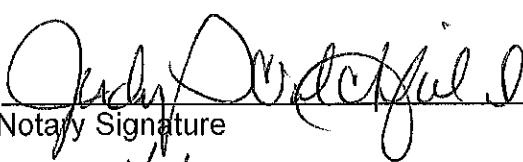

Signature of Company Representative

04-01-2019

Date

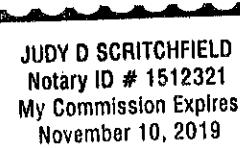
On this 1st day of April, 2019, personally appeared Pete Jorgensen, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal


Notary Signature

4/1/19

Date



Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

THE DINGO GROUP LLC dba PETE JORGENSEN MARINE

Company Name

IFB 19-04/JW

IFB/RFP/RFQ number

Certification check performed by:

Jamley West

Purchasing Representative

April 4, 2019

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared Pete Jorgenson, who

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

"I, Pete Jorgenson (name) am a duly authorized officer of/agent for THE DINGO GROUP LLC d/b/a PETE JORGENSEN MARINE (name of firm) and have been duly authorized to execute the foregoing on behalf of the said THE DINGO GROUP LLC d/b/a PETE JORGENSEN MARINE. (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: THE DINGO GROUP LLC d/b/a PETE JORGENSEN MARINE

Fax: 409-2129681

Telephone# 409-2121005

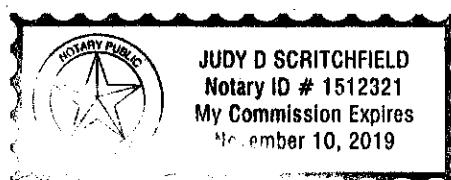
by: Pete Jorgenson (print name)

Title: E. m.

Signature: 

SUBSCRIBED AND SWEORN to before me by the above-named

Pete Jorgenson on this the 1st day of April, 2019.



Judy D. Scritchfield
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

IPB 18-019/JW
PO# 073431

CERTIFICATION OF COMPLETION

Date April 18, 2019

Project: Jack Brooks Regional Airport, Hanger 2 Repairs

To: Jamey West – Assistant Purchasing Agent
Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701

Dear Jamey:

I HEREBY CERTIFY THAT this project was completed on March 17, 2019, that the project was under periodic inspection during repair and restoration by *Fitz & Shipman, Inc.* Project Manager, that to the best of my knowledge, this project was constructed in accordance with the plans and specifications, and that record documents were submitted to the Jefferson County on April 18, 2019.

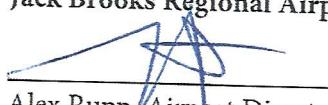
Submitted:

Fitz & Shipman, Inc.
1405 Cornerstone Court
Beaumont, Tx. 77706



Billy J. Smith, Jr
President

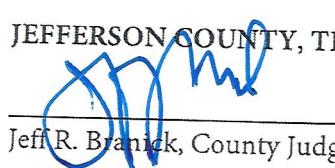
Jack Brooks Regional Airport



Alex Rupp, Airport Director

4/18/19
Date

JEFFERSON COUNTY, TEXAS



Jeff R. Bryanick, County Judge

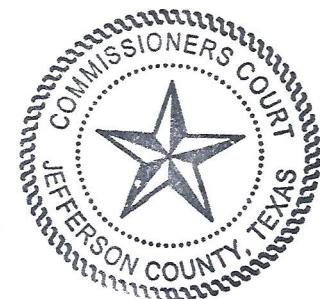
April 22, 2019
Date

ATTEST:



Carolyn L. Guidry, County Clerk

Date



Fitz & Shipman

INC.

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
 Terry G. Shipman, P.E., Senior Consultant
 Billy J. Smith, Jr., President
 Daniel A. Dotson, P.E., Vice President

Consulting Engineers and Land Surveyors

Donald R. King, P.E.
 Bernardino D. Tristan, P.E.
 Jason R. Davis, P.E.
 Mitchell L. Brackin, R.P.L.S.

March 13, 2019

Mr. Alex Rupp, Airport Manager
 Jack Brooks Regional Airport
 5000 Jerry Ware Dr, Suite 100
 Beaumont, TX 77705

**RE: Pay Application No. 2 – Final Payment
 Hanger No. 2 Repair Project, Beaumont, Texas**

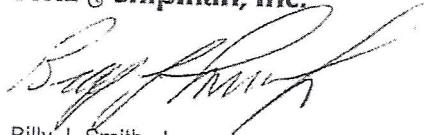
Dear Mr. Rupp:

I have reviewed the attached pay application in the amount of \$12,200.00 from L&L General Contractors, and find their request for payment to be consistent with the status of site construction at this time. The project is completed. We recommend payment of this application. All punch list items have been addressed and this will be the final payment to L&L General Contractors for this project. A credit for owner-controlled contingency in the amount of \$4,150 is included in this pay request. Hidden damage (not included in the original scope of work) was discovered in the ventilation fan assembly that rendered it unusable and it was replaced with a new fan assembly. Total cost to the contingency fund was \$850. Attached is a letter from the roofing manufacturer, Berridge, confirming the continued roof waterproof warranty.

The final repair cost of this project was \$227,850.00, or \$4,150 below the original contract amount. Please call me anytime should you have questions or need further assistance.

Sincerely,

Fitz & Shipman, Inc.



Billy J. Smith, Jr.
 For the Firm

IPB 18-019 JW
PO# 073031

ATTEST:
Carolyn L. Guidry April 22, 2019
 Carolyn L. Guidry, County Clerk Date



Application and Certificate for Payment

| | | | | | | |
|------------------|---|------------|--|-------------------|---------------|------------------|
| TO OWNER: | Jefferson County - Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701 | PROJECT: | Hangar #2 Repair 3515 Trinity Drive Mt. Belvieu, Texas 77580 | APPLICATION # | 2 (FINAL) | Distribution to: |
| FROM CONTRACTOR: | L&L General Contractors 11988 FM 355 Beaumont, Texas 77705 | VIA | Fitz and Shipman 1405 Cornerstone Ct Beaumont, Texas 77705 | APPLICATION DATE: | 2/7/2019 | OWNER |
| | | ARCHITECT: | | PERIOD FROM: | 10/15/2018 | ARCHITECT |
| | | | | PERIOD TO: | 12/31/2018 | CONTRACTOR |
| | | | | CONTRACT DATE: | | FIELD |
| | | | | PROJECT NOS | IBF-18-019/JW | OTHER |

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

| | |
|---|---------------|
| 1. ORIGINAL CONTRACT SUM..... | \$ 232,000.00 |
| 2. NET CHANGE BY CHANGE ORDERS..... | \$ (4,150.00) |
| 3. CONTRACT SUM TO DATE..... | \$ 227,850.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... | \$ 227,850.00 |
| 5. RETAINAGE: | |
| a. 5% of Completed Work (Column D + E on G703) | \$ 11,392.50 |
| b. 5% of Stored Material (Column F on G703) | _____ |

Total Retainage (Lines 5a + 5b, or Total in Column I of G703)..... \$ 11,392.50

| | |
|--|---------------|
| 6. TOTAL EARNED LESS RETAINAGE..... | \$ 216,457.50 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ 215,650.00 |
| 8. CURRENT PAYMENT DUE..... | \$ 12,200.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE... (Line 3 minus Line 8) | \$ - |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-------------|-------------|
| Total changes approved in previous months by Owner | | |
| Total approved this month - [UNUSED CONT. ALLOWANCE] | \$ 4,150.00 | |
| NET CHANGES by Change Order | \$ - | \$ 4,150.00 |

Jack Brooks Regional Airport

Alex Rupp, Airport Director Date

4/18/19

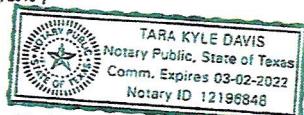
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *Tara Davis*
 State of: TEXAS
 County of: JEFFERSON

Date: 2-27-19

Subscribed and sworn to before me this 27 Day of Feb 2019



Notary Public: *TARA DAVIS*

My commission expires 3-2-22

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 12,200.00
12,200

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

Jeff R. Branick
 Date: 4/18/19

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge Date

April 22, 2019

CONSTABLE
Precinct

6



59

Dana A. Baker, Sr.

Jefferson County Constable ★ Precinct Six

Date: 4/17/19

To: Honorable Commissioners Court of Jefferson County

From: Constable's Office Precinct 6

RE: Transfer Line Item - Justification

As Constable of Precinct 6, my priority is to ensure the safety of the public, my staff and to serve the tax payers of Jefferson County and Precinct 6.

Given the circumstances, I am faced with a reduction in personnel and need assistance to effectively continue providing service to Jefferson County. My part-time Deputy Constable has recently accepted a full-time Deputy Constable position in another city and my full-time Deputy Constable sustained an unforeseen medical issue that has placed him on Family Medical Leave.

I am writing to request an amendment to my 2019 fiscal year budget by transferring funds from other account line items to my extra help account in order to hire a part-time Deputy Constable to support the operations of my office and to maintain quality service to the citizens of Jefferson County.



A handwritten signature of Dana A. Baker, Sr. is written over a horizontal line. To the left of the signature is a circular postmark or seal.

Constable Dana A. Baker, Sr.

Enclosure

Memo

Date: 4/17/19

To: Fran Lee, Financial Manager

From: Constable's Office Precinct 6 Fax Number: (409) 839-2390

RE: Transfer Line Item

Priority: [Urgent]

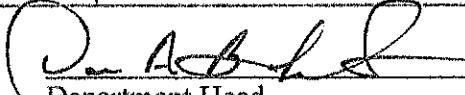
Line-item Transfer Amendment

DATE: April 16, 2019

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

| | FUND | DEPT. | ACCT. | AMT. |
|---------|-----------------------------------|--------------|-------|-------------|
| From: | Overtime Allowance | 120 3070 425 | 10-98 | \$ 7,425.00 |
| | Ammunition | 120 3070 425 | 30-02 | \$ 1,000.00 |
| | Books-Printed | 120 3070 425 | 30-10 | \$ 1,608.00 |
| | Clothing | 120 3070 425 | 30-17 | \$ 3,956.00 |
| | Equipment Miscellaneous | 120 3070 425 | 40-11 | \$ 750.00 |
| | | | | |
| To: | Extra Help | 120 3070 425 | 10-05 | \$14,739.00 |
| Reason: | Amount to Cover Extra Help Budget | | | |


Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred
DATE: April 15, 2019
RE: Transfer Funds – Out of Series

Please transfer \$3,000 from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0407-431.50-62 (Travel Expense) for additional cost of travel.

Thank you.

EA/nr

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending March 31, 2019



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

April 15, 2019

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 March 31, 2019 together with the results of operations of the budget for the sixth period then ended.

Revenue:

Total budgeted revenue collected for the six months ending March 31, 2019 is \$98,759,637. Budgeted Revenues are \$123,459,183 leaving \$24,699,546 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 \$80,409,263 for the first six months of the year. This amount represents 95.6% of the budgeted amount of \$84,107,182.

Sales Taxes:

Forty-four percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$24,650,000.

Page Two

Licenses & Permits:

Forty-one percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$420,850 for the year.

Intergovernmental:

Twenty-three percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,238,611.

Fees:

Fifty percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,873,040 for the year.

Fines and Forfeitures:

Forty percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,750,000.

Interest:

Revenues from Interest have exceeded the budgeted amount of \$392,500 by \$355,446.

Other Revenues:

Five percent of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be \$27,000 for the year.

Expenditures:

Overall for the County's budgeted funds, forty-six percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$131,743,632, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,612,656 for the fiscal year ending September 30, 2019.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read "PS".

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING MARCH 31, 2019
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Jefferson County, Texas
 Consolidated Balance Sheet
 For the Month Ending March 31, 2019

| | General Funds | Special Revenue Funds | Capital Project Funds | Debt Service Funds | Enterprise Funds | Internal Service Funds | Total |
|--|----------------------|-----------------------------|-----------------------------|--------------------------|----------------------|------------------------------|-----------------------|
| ASSETS | | | | | | | |
| Cash and Cash Equivalents | \$ 88,590,997 | 16,497,220 | 4,750,161 | 4,383,008 | (1,124,157) | (4,283,303) | \$ 108,813,926 |
| Receivables & Prepaids | 6,291,778 | 31,140 | - | 117,922 | 71,257 | - | 6,512,097 |
| Intergovernmental Receivables | 3,825,236 | - | - | - | - | - | 3,825,236 |
| Due From Other Funds | 150,000 | - | - | - | - | - | 150,000 |
| Inventory | 549,456 | 63,288 | - | - | 145,733 | - | 758,477 |
| Other Assets | - | - | - | - | 80,077,482 | - | 80,077,482 |
| Total Assets | \$ 99,407,467 | \$ 16,591,648 | \$ 4,750,161 | \$ 4,500,930 | \$ 79,170,315 | \$ (4,283,303) | \$ 200,137,218 |
| LIABILITIES AND FUND BALANCE/EQUITY | | | | | | | |
| Payables | \$ 4,450,652 | 630,906 | - | - | 984,369 | 1,806,043 | \$ 7,871,970 |
| Intergovernmental Payables | 360 | - | - | - | 19 | - | 379 |
| Other Liabilities | 9,284,640 | 663,048 | - | 104,141 | 721,318 | - | 10,773,147 |
| Fund Balance/Equity | \$ 85,671,815 | \$ 15,297,694 | \$ 4,750,161 | \$ 4,396,789 | \$ 77,464,609 | \$ (6,089,346) | \$ 181,491,722 |
| Total Liabilities and Fund Balance/Equity | \$ 99,407,467 | \$ 16,591,648 | \$ 4,750,161 | \$ 4,500,930 | \$ 79,170,315 | \$ (4,283,303) | \$ 200,137,218 |

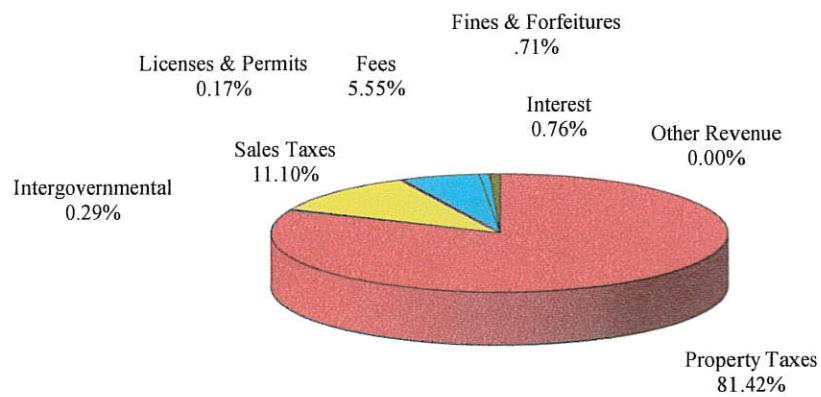
Jefferson County, Texas
 Statement of Changes in Fund Balances
 For The Month Ending March 31, 2019

| | 2/28/2019 | | Month Ending March 31, 2019 | | | 3/31/2019 | |
|----------------------------------|--------------------|------------------|-----------------------------|--------------------|-------------------------|--------------------|--|
| | Fund Balance | Receipts | Disbursements | Transfers In/(Out) | Prior Period Adjustment | Fund Balance | |
| Jury Fund | \$ 323,100 | \$ 5,596 | \$ 54,817 | \$ - | \$ - | \$ 273,879 | |
| Road & Bridge Pct. 1 | 3,860,894 | 83,337 | 115,789 | - | - | 3,828,442 | |
| Road & Bridge Pct. 2 | 990,139 | 77,380 | 175,235 | - | - | 892,284 | |
| Road & Bridge Pct. 3 | 829,077 | 71,221 | 110,925 | - | - | 789,373 | |
| Road & Bridge Pct. 4 | 3,063,426 | 98,798 | 108,718 | - | - | 3,053,506 | |
| Engineering Fund | 610,922 | 9,515 | 75,699 | - | - | 544,738 | |
| Parks & Recreation | 154,381 | 7,086 | 6,299 | - | - | 155,168 | |
| General Fund | 75,447,718 | 3,450,669 | 7,712,307 | (107,469) | - | 71,078,611 | |
| Mosquito Control Fund | 1,659,211 | 20,446 | 93,623 | - | - | 1,586,034 | |
| Tobacco Settlement Fund | 3,468,048 | 1,732 | - | - | - | 3,469,780 | |
| Total General Funds | 90,406,916 | 3,825,780 | 8,453,412 | (107,469) | - | 85,671,815 | |
| Total Special Revenue Funds | 14,743,408 | 1,879,656 | 1,432,839 | 107,469 | - | 15,297,694 | |
| Total Capital Project Funds | 4,785,657 | 2,341 | 37,837 | - | - | 4,750,161 | |
| Total Debt Service Funds | 4,347,176 | 49,613 | - | - | - | 4,396,789 | |
| Total Enterprise Funds | 77,959,708 | 216,743 | 711,842 | - | - | 77,464,609 | |
| Total Internal Service Funds | (6,725,199) | 2,012,029 | 1,376,176 | - | - | (6,089,346) | |
| Total Balances | \$ 185,517,666 | \$ 7,986,162 | \$ 12,012,106 | \$ - | \$ - | \$ 181,491,722 | |

Jefferson County Texas
 Statement of Revenues by Category - Compared with Budget Allocation
 For The Month Ending March 31, 2019

| Category | Cumulative Actual | Annual Budget | Unrealized Balance | Percentage Unrealized |
|---------------------|----------------------|-----------------------|-----------------------|--------------------------|
| Property Taxes | \$ 80,409,263 | \$ 84,107,182 | \$ 3,697,919 | 4.40% |
| Sales Taxes | 10,957,791 | 24,650,000 | 13,692,209 | 55.55% |
| Licenses & Permits | 171,808 | 420,850 | 249,042 | 59.18% |
| Intergovernmental | 290,455 | 1,238,611 | 948,156 | 76.55% |
| Fees | 5,483,658 | 10,873,040 | 5,389,382 | 49.57% |
| Fines & Forfeitures | 697,267 | 1,750,000 | 1,052,733 | 60.16% |
| Interest | 747,946 | 392,500 | (355,446) | -90.56% |
| Other Revenue | 1,449 | 27,000 | 25,551 | 94.63% |
| | \$ 98,759,637 | \$ 123,459,183 | \$ 24,699,546 | 20.01% |

Revenues by Major Category
 For The Month Ending March 31, 2019



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending March 31, 2019

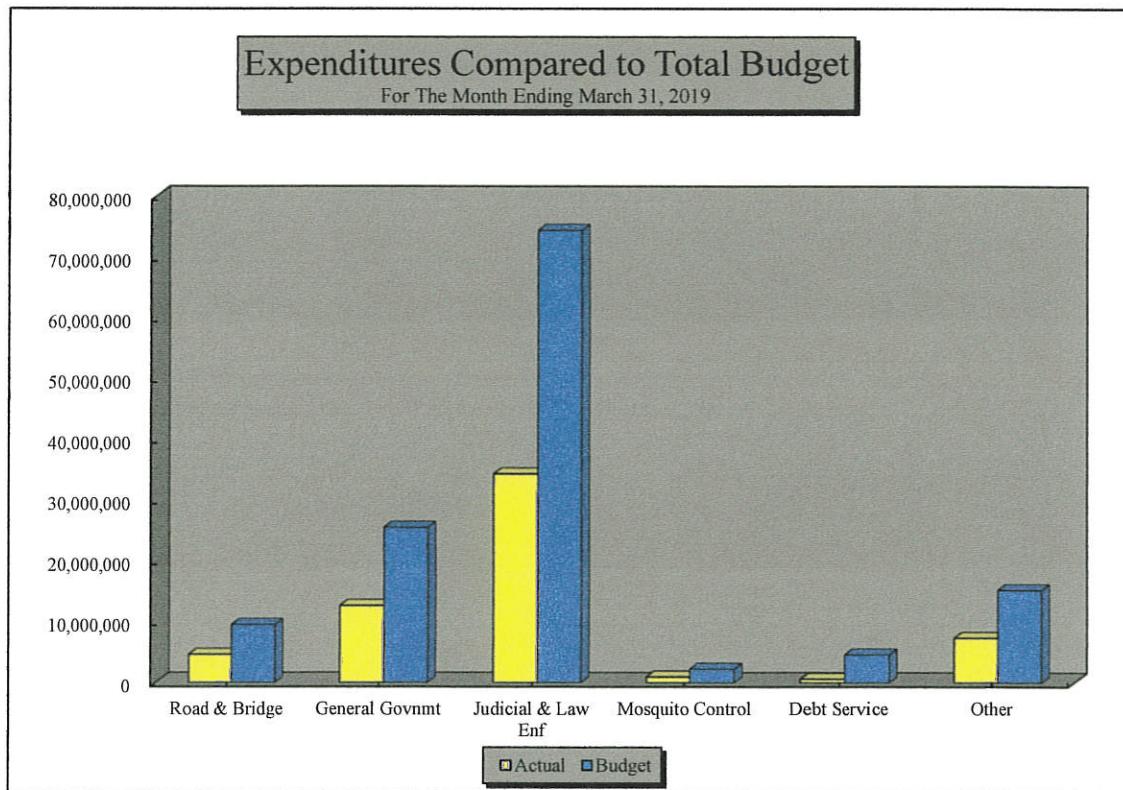
| | October 2018 | | | | Cumulative | | Annual | Unrealized |
|---------------------------------|--------------|-----------|-----------|----------|------------|------------|----------|------------|
| | -December | January | February | March | Total | | Budget | Balance |
| Jury Fund | | | | | | | | |
| Current Taxes | \$ 21,880 | \$ 75,093 | \$ 23,914 | \$ 1,209 | \$ 122,096 | \$ 126,936 | \$ 4,840 | |
| Delinquent Taxes | 483 | 159 | 160 | 106 | 908 | 1,731 | 823 | |
| Jury Fees | 10,796 | 3,552 | 4,777 | 4,281 | 23,406 | 50,000 | 26,594 | |
| Other Revenue | 20,332 | - | 90 | - | 20,422 | 200,000 | 179,578 | |
| Road & Bridge Pct. 1 | | | | | | | | |
| Current Taxes | 104,573 | 358,888 | 114,294 | 5,774 | 583,529 | 606,663 | 23,134 | |
| Delinquent Taxes | 2,030 | 671 | 673 | 447 | 3,821 | 7,281 | 3,460 | |
| Intergovernmental Revenue | - | - | 772 | - | 772 | - | (772) | |
| Auto Registration Fees | - | 79,803 | - | - | 79,803 | 617,280 | 537,477 | |
| Road & Bridge Fees | 119,634 | 37,530 | 49,202 | 50,003 | 256,369 | 559,410 | 303,041 | |
| Sales, Rentals & Services | - | - | - | - | - | - | - | |
| Fines and Forfeitures | 45,458 | 18,158 | 21,806 | 27,113 | 112,535 | 244,340 | 131,805 | |
| Road & Bridge Pct. 2 | | | | | | | | |
| Current Taxes | 97,092 | 333,213 | 106,117 | 5,361 | 541,783 | 563,262 | 21,479 | |
| Delinquent Taxes | 1,908 | 631 | 632 | 420 | 3,591 | 6,844 | 3,253 | |
| Intergovernmental Revenue | - | - | - | - | - | - | - | |
| Auto Registration Fees | - | 74,927 | - | - | 74,927 | 573,120 | 498,193 | |
| Road & Bridge Fees | 111,076 | 34,845 | 45,682 | 46,425 | 238,028 | 519,390 | 281,362 | |
| Sales, Rentals & Services | 300 | - | - | - | 300 | - | (300) | |
| Fines and Forfeitures | 42,205 | 16,859 | 20,246 | 25,174 | 104,484 | 226,860 | 122,376 | |
| Road & Bridge Pct. 3 | | | | | | | | |
| Current Taxes | 89,367 | 306,702 | 97,674 | 4,935 | 498,678 | 518,447 | 19,769 | |
| Delinquent Taxes | 1,741 | 575 | 577 | 383 | 3,276 | 6,246 | 2,970 | |
| Intergovernmental Revenue | - | - | - | - | - | - | - | |
| Auto Registration Fees | - | 68,199 | - | - | 68,199 | 527,520 | 459,321 | |
| Road & Bridge Fees | 102,238 | 32,072 | 42,048 | 42,731 | 219,089 | 478,065 | 258,976 | |
| Sales, Rentals & Services | 588 | - | - | - | 588 | - | (588) | |
| Fines and Forfeitures | 38,848 | 15,518 | 18,635 | 23,172 | 96,173 | 208,810 | 112,637 | |
| Road & Bridge Pct. 4 | | | | | | | | |
| Current Taxes | 115,551 | 396,563 | 126,292 | 6,380 | 644,786 | 670,348 | 25,562 | |
| Delinquent Taxes | 2,225 | 735 | 737 | 490 | 4,187 | 7,981 | 3,794 | |
| Intergovernmental Revenue | - | - | - | - | - | 1,200 | 1,200 | |
| Auto Registration Fees | - | 87,347 | - | - | 87,347 | 682,080 | 594,733 | |
| Road & Bridge Fees | 132,193 | 41,469 | 54,367 | 55,251 | 283,280 | 618,135 | 334,855 | |
| Sales, Rentals & Services | 2,348 | (112) | (123) | 6,718 | 8,831 | - | (8,831) | |
| Fines and Forfeitures | 50,229 | 20,064 | 24,095 | 29,959 | 124,347 | 269,990 | 145,643 | |
| Other Revenue | - | - | - | - | - | - | - | |

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending March 31, 2019

| | October 2018 | | | | Cumulative Total | Annual Budget | Unrealized Balance |
|--------------------------------|----------------------|----------------------|----------------------|---------------------|----------------------|-----------------------|-----------------------|
| | -December | January | February | March | | | |
| Engineering Fund | | | | | | | |
| Current Taxes | \$ 159,682 | \$ 548,020 | \$ 174,526 | \$ 8,817 | \$ 891,045 | \$ 926,371 | \$ 35,326 |
| Delinquent Taxes | 3,172 | 1,048 | 1,051 | 698 | 5,969 | 11,378 | 5,409 |
| Licenses and Permits | - | - | 1,400 | - | 1,400 | 800 | (600) |
| Sales, Rentals & Services | 200 | - | - | - | 200 | 400 | 200 |
| Parks & Recreation | | | | | | | |
| Current Taxes | 9,975 | 34,233 | 10,902 | 551 | 55,661 | 57,868 | 2,207 |
| Delinquent Taxes | 164 | 54 | 54 | 36 | 308 | 588 | 280 |
| Sales, Rentals & Services | 16,718 | 3,599 | 5,082 | 6,499 | 31,898 | 65,175 | 33,277 |
| General Fund | | | | | | | |
| Current Taxes | 13,330,610 | 45,749,896 | 10,407,963 | 736,083 | 70,224,552 | 73,172,590 | 2,948,038 |
| Delinquent Taxes | 271,738 | 89,792 | 90,034 | 59,829 | 511,393 | 974,562 | 463,169 |
| Sales Taxes | 2,997,978 | 2,770,458 | 2,901,469 | 2,287,886 | 10,957,791 | 24,650,000 | 13,692,209 |
| Other Taxes | 1,449 | - | - | - | 1,449 | 27,000 | 25,551 |
| Licenses and Permits | 71,673 | 35,427 | 33,281 | 30,027 | 170,408 | 420,050 | 249,642 |
| Intergovernmental Revenue | 126,721 | 8,275 | 105,496 | 28,769 | 269,261 | 1,037,411 | 768,150 |
| Fees of Office | 953,371 | 278,450 | 433,542 | 361,120 | 2,026,483 | 4,008,165 | 1,981,682 |
| Other Sales, Rentals & Svcs. | 1,289,762 | 532,812 | 419,652 | (157,316) | 2,084,910 | 2,174,300 | 89,390 |
| Fines & Forfeitures | 111,090 | 49,936 | 37,025 | 61,677 | 259,728 | 800,000 | 540,272 |
| Interest | 520,343 | 60,379 | 99,036 | 42,594 | 722,352 | 360,000 | (362,352) |
| Other Revenue | - | - | - | - | - | - | - |
| Mosquito Control Fund | | | | | | | |
| Current Taxes | 341,385 | 1,171,615 | 373,120 | 18,850 | 1,904,970 | 1,980,492 | 75,522 |
| Delinquent Taxes | 7,249 | 2,396 | 2,402 | 1,596 | 13,643 | 26,000 | 12,357 |
| Sales, Rentals & Services | - | - | - | - | - | - | - |
| Tobacco Settlement Fund | | | | | | | |
| Interest | 6,096 | 2,498 | 3,818 | 1,732 | 14,144 | 22,500 | 8,356 |
| Debt Service | | | | | | | |
| Current Taxes | 780,540 | 2,678,769 | 853,097 | 43,100 | 4,355,506 | 4,384,205 | 28,699 |
| Delinquent Taxes | 21,564 | 6,876 | 6,796 | 4,325 | 39,561 | 57,389 | 17,828 |
| Interest | 1,991 | 2,501 | 4,770 | 2,188 | 11,450 | 10,000 | (1,450) |
| Other, Sales, Rentals & Svcs. | - | - | - | - | - | - | - |
| Total | \$ 22,136,566 | \$ 56,030,495 | \$ 16,717,183 | \$ 3,875,393 | \$ 98,759,637 | \$ 123,459,183 | \$ 24,699,546 |

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 50% of Budget Expended
 For The Month Ending March 31, 2019

| | Cumulative Actual | Annual Budget | Unencumbered Balance | Percentage Unencumbered |
|---------------------------|-----------------------------|------------------------------|-----------------------------|----------------------------|
| Jury Fund | \$ 219,784 | \$ 657,877 | \$ 438,093 | 66.59% |
| Road & Bridge Funds | 4,116,243 | 8,310,549 | 4,194,306 | 50.47% |
| Engineering Fund | 487,031 | 1,063,911 | 576,880 | 54.22% |
| Parks & Recreation Fund | 45,858 | 213,945 | 168,087 | 78.57% |
| General Fund: | | | | |
| General Government | 12,722,313 | 25,590,527 | 12,868,214 | 50.29% |
| Judicial | 9,112,191 | 19,880,321 | 10,768,130 | 54.16% |
| Law Enforcement | 25,054,936 | 53,841,358 | 28,786,422 | 53.47% |
| Education | 153,307 | 434,358 | 281,051 | 64.70% |
| Health & Welfare | 4,391,791 | 8,733,559 | 4,341,768 | 49.71% |
| Maintenance | 1,915,649 | 4,050,874 | 2,135,225 | 52.71% |
| Other | 786,894 | 1,950,283 | 1,163,389 | 59.65% |
| Mosquito Control Fund | 934,426 | 2,254,070 | 1,319,644 | 58.54% |
| Tobacco Settlement | 150,000 | 150,000 | - | 0.00% |
| Debt Service Funds | <u>581,565</u> | <u>4,612,000</u> | <u>4,030,435</u> | <u>87.39%</u> |
| | <u><u>\$ 60,671,988</u></u> | <u><u>\$ 131,743,632</u></u> | <u><u>\$ 71,071,644</u></u> | <u><u>53.95%</u></u> |



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending March 31, 2019

| | October 2018 | | | | | | Cumulative Total | Annual Budget | Unencumbered Balance |
|-----------------------|--------------|-----------|-----------|-----------|--------------|------------|---------------------|------------------|-------------------------|
| | December | January | February | March | Encumbrances | | | | |
| Jury Fund | \$ 115,063 | \$ 26,311 | \$ 17,036 | \$ 54,817 | \$ 6,557 | \$ 219,784 | \$ 657,877 | \$ 438,093 | |
| Road & Brdg Pct. 1 | 439,896 | 102,709 | 107,284 | 115,789 | 202,849 | 968,527 | 1,892,766 | 924,239 | |
| Road & Brdg Pct. 2 | 772,969 | 115,185 | 117,349 | 175,235 | 191,634 | 1,372,372 | 2,241,040 | 868,668 | |
| Road & Brdg Pct. 3 | 443,552 | 128,724 | 154,995 | 110,925 | 151,865 | 990,061 | 2,021,606 | 1,031,545 | |
| Road & Brdg Pct. 4 | 348,594 | 110,333 | 73,048 | 108,718 | 144,590 | 785,283 | 2,155,137 | 1,369,854 | |
| Engineering | 255,482 | 77,787 | 75,423 | 75,699 | 2,640 | 487,031 | 1,063,911 | 576,880 | |
| Parks & Recreation | 17,421 | 6,892 | 11,046 | 6,299 | 4,200 | 45,858 | 213,945 | 168,087 | |
| Tax Assessor/Coll. | 1,104,057 | 297,786 | 294,017 | 292,578 | 8,457 | 1,996,895 | 4,174,897 | 2,178,002 | |
| Human Resources | 116,799 | 34,038 | 33,297 | 38,289 | 2,772 | 225,195 | 460,967 | 235,772 | |
| County Auditor | 409,892 | 108,207 | 111,817 | 114,275 | 259 | 744,450 | 1,573,079 | 828,629 | |
| County Clerk | 595,459 | 183,304 | 166,521 | 167,162 | 47,629 | 1,160,075 | 2,444,618 | 1,284,543 | |
| County Judge | 226,340 | 69,000 | 64,153 | 65,526 | 1,067 | 426,086 | 954,780 | 528,694 | |
| Risk Management | 71,924 | 20,955 | 20,207 | 20,701 | 73 | 133,860 | 268,173 | 134,313 | |
| County Treasurer | 104,594 | 29,965 | 31,349 | 29,205 | 253 | 195,366 | 408,461 | 213,095 | |
| Printing Department | 36,059 | 8,568 | 13,145 | 10,736 | 15,329 | 83,837 | 176,944 | 93,107 | |
| Purchasing Department | 143,006 | 41,281 | 46,462 | 44,261 | 9,699 | 284,709 | 585,517 | 300,808 | |
| General Services | 2,909,343 | 676,725 | 1,455,010 | 762,741 | 105,558 | 5,909,377 | 11,295,480 | 5,386,103 | |
| MIS | 553,581 | 144,498 | 186,815 | 153,836 | 34,207 | 1,072,937 | 2,262,912 | 1,189,975 | |
| Voter's Registration | 24,956 | 8,557 | 7,099 | 7,030 | - | 47,642 | 127,337 | 79,695 | |
| Elections | 312,927 | 56,332 | 32,074 | 33,112 | 7,439 | 441,884 | 857,362 | 415,478 | |
| District Attorney | 1,756,524 | 515,048 | 529,799 | 523,498 | 18,192 | 3,343,061 | 7,096,198 | 3,753,137 | |
| District Clerk | 528,753 | 153,989 | 158,810 | 155,692 | 13,138 | 1,010,382 | 2,040,426 | 1,030,044 | |
| Criminal Dist. Court | 302,189 | 114,216 | 108,055 | 118,671 | 3,529 | 646,660 | 1,556,924 | 910,264 | |
| 58th Dist. Court | 61,218 | 17,784 | 18,834 | 22,638 | 265 | 120,739 | 316,083 | 195,344 | |
| 60th Dist. Court | 81,040 | 24,155 | 24,425 | 24,355 | 139 | 154,114 | 311,180 | 157,066 | |
| 136th Dist. Court | 79,685 | 23,134 | 23,138 | 23,271 | 75 | 149,303 | 328,942 | 179,639 | |
| 172nd Dist. Court | 77,306 | 21,632 | 21,239 | 20,804 | - | 140,981 | 322,037 | 181,056 | |
| 252nd Dist. Court | 225,346 | 84,315 | 96,970 | 73,236 | 470 | 480,337 | 1,171,756 | 691,419 | |
| 279th Dist. Court | 108,170 | 31,770 | 30,572 | 39,325 | - | 209,837 | 436,139 | 226,302 | |
| 317th Dist. Court | 202,388 | 55,614 | 63,609 | 53,232 | 1,807 | 376,650 | 823,557 | 446,907 | |
| J.P. Pct. 1 Pl 1 | 101,271 | 30,172 | 29,812 | 29,696 | - | 190,951 | 395,346 | 204,395 | |
| J.P. Pct. 1 Pl 2 | 93,908 | 28,280 | 31,150 | 30,763 | 839 | 184,940 | 395,465 | 210,525 | |
| J.P. Pct. 2 | 77,734 | 22,762 | 22,755 | 22,390 | 459 | 146,100 | 364,007 | 217,907 | |
| J.P. Pct. 4 | 97,797 | 28,263 | 29,797 | 27,829 | 590 | 184,276 | 394,148 | 209,872 | |
| J.P. Pct. 6 | 97,054 | 27,972 | 29,011 | 30,086 | 727 | 184,850 | 396,643 | 211,793 | |
| J.P. Pct. 7 | 95,646 | 28,120 | 29,164 | 28,786 | 822 | 182,538 | 398,847 | 216,309 | |
| J.P. Pct. 8 | 91,209 | 26,253 | 26,785 | 27,951 | 93 | 172,291 | 384,659 | 212,368 | |
| Cnty. Court at Law 1 | 127,515 | 37,457 | 37,515 | 37,829 | (73) | 240,243 | 499,418 | 259,175 | |
| Cnty. Court at Law 2 | 152,080 | 43,313 | 45,045 | 41,230 | 189 | 281,857 | 643,390 | 361,533 | |
| Cnty. Court at Law 3 | 196,806 | 55,958 | 56,662 | 57,058 | 290 | 366,774 | 751,572 | 384,798 | |
| Court Master | 110,625 | 40,364 | 47,208 | 32,062 | 146 | 230,405 | 577,802 | 347,397 | |

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending March 31, 2019

| | October 2018 | | | | | | Cumulative | Annual | Unencumbered |
|----------------------|----------------------|----------------------|---------------------|---------------------|---------------------|----------------------|-----------------------|----------------------|--------------|
| | December | January | February | March | Encumbrances | Total | | | |
| Dispute Resolution | \$ 58,495 | \$ 19,538 | \$ 18,434 | \$ 17,079 | \$ 1,356 | \$ 114,902 | \$ 275,782 | \$ 160,880 | |
| Alternative School | 112,635 | 24,510 | 24,510 | 33,058 | - | 194,713 | 433,728 | 239,015 | |
| Comm. Supervision | 1,073 | 358 | 358 | 358 | - | 2,147 | 13,232 | 11,085 | |
| Sheriff's Dept. | 3,501,300 | 1,037,068 | 979,032 | 985,195 | 52,238 | 6,554,833 | 14,070,190 | 7,515,357 | |
| Crime Lab | 340,876 | 90,617 | 92,054 | 95,751 | 23,152 | 642,450 | 1,426,809 | 784,359 | |
| Jail | 7,231,241 | 2,148,781 | 2,029,004 | 2,023,604 | 646,706 | 14,079,336 | 29,636,166 | 15,556,830 | |
| Juvenile Probation | 357,932 | 104,128 | 107,287 | 109,717 | 2,618 | 681,682 | 1,705,101 | 1,023,419 | |
| Juvenile Detention | 459,011 | 152,919 | 141,487 | 153,159 | 87,670 | 994,246 | 2,255,823 | 1,261,577 | |
| Constable Pct. 1 | 214,437 | 64,112 | 60,986 | 59,562 | 3,356 | 402,453 | 814,752 | 412,299 | |
| Constable Pct. 2 | 118,837 | 34,465 | 34,215 | 35,245 | 158 | 222,920 | 493,896 | 270,976 | |
| Constable Pct. 4 | 115,168 | 33,491 | 33,636 | 33,708 | 1,037 | 217,040 | 477,706 | 260,666 | |
| Constable Pct. 6 | 151,691 | 43,747 | 44,890 | 43,531 | 211 | 284,070 | 586,116 | 302,046 | |
| Constable Pct. 7 | 113,429 | 34,106 | 34,429 | 34,899 | 118 | 216,981 | 478,379 | 261,398 | |
| Constable Pct. 8 | 122,301 | 35,381 | 35,285 | 35,517 | 308 | 228,792 | 479,460 | 250,668 | |
| County Morgue | 119,937 | 68,633 | 69,100 | 75,548 | 55 | 333,273 | 970,000 | 636,727 | |
| Agriculture Ext. | 76,379 | 23,894 | 24,414 | 25,754 | 2,866 | 153,307 | 434,358 | 281,051 | |
| Public Health # 1 | 303,846 | 93,726 | 118,263 | 93,095 | 28,010 | 636,940 | 1,372,942 | 736,002 | |
| Public Health # 2 | 289,477 | 100,488 | 92,658 | 91,022 | 3,510 | 577,155 | 1,316,304 | 739,149 | |
| Nurse Practitioner | 89,020 | 24,327 | 23,596 | 22,520 | 7,791 | 167,254 | 326,697 | 159,443 | |
| Child Welfare | 28,018 | 13,777 | 1,537 | 3,746 | - | 47,078 | 120,000 | 72,922 | |
| Env. Control | 104,543 | 29,927 | 30,425 | 30,138 | 428 | 195,461 | 418,204 | 222,743 | |
| Ind. Medical Svcs. | 256,661 | 1,881,545 | 134,228 | 138,372 | 260,265 | 2,671,071 | 4,926,459 | 2,255,388 | |
| Emergency Mgmt. | 51,861 | 14,939 | 14,941 | 15,091 | - | 96,832 | 252,953 | 156,121 | |
| Beaumont Maintenance | 459,088 | 206,905 | 181,652 | 216,656 | 333,225 | 1,397,526 | 2,971,815 | 1,574,289 | |
| Port Arthur Maint. | 162,381 | 59,988 | 53,593 | 60,089 | 56,576 | 392,627 | 829,373 | 436,746 | |
| Mid-County Maint. | 45,089 | 18,059 | 15,821 | 16,690 | 29,837 | 125,496 | 249,686 | 124,190 | |
| Service Center | 231,967 | 60,340 | 73,937 | 79,893 | 187,154 | 633,291 | 1,139,973 | 506,682 | |
| Veteran Service | 82,989 | 23,456 | 23,702 | 23,456 | - | 153,603 | 318,121 | 164,518 | |
| Mosquito Control | 563,263 | 169,015 | 89,900 | 93,623 | 18,625 | 934,426 | 2,254,070 | 1,319,644 | |
| Tobacco Settlement | 150,000 | - | - | - | - | 150,000 | 150,000 | - | |
| Debt Service Funds | 2,565 | 579,000 | - | - | - | 581,565 | 4,612,000 | 4,030,435 | |
| Contingency | - | - | - | - | - | - | 492,189 | 492,189 | |
| Total | \$ 29,581,688 | \$ 10,848,968 | \$ 9,061,876 | \$ 8,453,412 | \$ 2,726,044 | \$ 60,671,988 | \$ 131,743,632 | \$ 71,071,644 | |

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending March 31, 2019

| Issue | Beginning Amount | | | | | 2018-2019 Requirements | | | | | 2018-2019 Payments | | | | | Ending Amount | |
|----------------------|------------------|--------------|--------------|----------|--------------|------------------------|------------|----------|------------|---------------|--------------------|------------|----------|------------|---------------|---------------|--|
| | Outstanding | Principal | Interest | Fees | Total | Principal | Interest | Fees | Total | Outstanding | Principal | Interest | Fees | Total | Outstanding | | |
| 2012 Refunding Bonds | \$ 27,740,000 | \$ 3,450,000 | \$ 1,158,000 | \$ 4,000 | \$ 4,612,000 | \$ - | \$ 579,000 | \$ 2,565 | \$ 581,565 | \$ 27,740,000 | \$ - | \$ 579,000 | \$ 2,565 | \$ 581,565 | \$ 27,740,000 | | |
| | \$ 27,740,000 | \$ 3,450,000 | \$ 1,158,000 | \$ 4,000 | \$ 4,612,000 | \$ - | \$ 579,000 | \$ 2,565 | \$ 581,565 | \$ 27,740,000 | | | | | | | |

Jefferson County, Texas
 Statement of Transfers In and Out
 For The Month Ending March 31, 2019

| | Fund | Transfers In | Transfers Out |
|-----|-------------------------------|------------------------|------------------------|
| 120 | General Fund | - | 538,772 (a) |
| 120 | General Fund | - | 74,245 (b) |
| 231 | Women's Center | 19,180 (a) | - |
| 233 | Mentally Impaired Offender | 1,830 (a) | - |
| 237 | Community Corrections Program | - | 46,010 (a) |
| 239 | Drug Diversion Program | 25,000 (a) | - |
| 241 | Sheriff Department Grants | 3,419 (b) | - |
| 248 | Crime Victim's Clearing | 109,235 (b) | - |
| 257 | Auto Theft Grant | 15,330 (b) | - |
| 263 | VAWA Fund | 27,020 (b) | - |
| 265 | Check Water & Sewer Phase 5 | 1,575 (b) | - |
| 550 | SETEC Fund | 431,303 (a) | - |
| 876 | Sheriff - Spindletop Grant | 25,135 (b) | - |
| | | <hr/> <u>\$659,027</u> | <hr/> <u>\$659,027</u> |

(a) Budgeted Transfer

(b) Grant Match

Jefferson County, Texas
 Statement of Comp-Time Liability
 For The Second Quarter - March 31, 2019

| Department | Cumulative Hours | Current Liability |
|-------------------------------|---------------------|----------------------|
| Road & Bridge # 1 | 350.75 | \$ 8,652.67 |
| Road & Bridge # 2 | 460.95 | 12,033.02 |
| Road & Bridge # 3 | 499.20 | 11,781.76 |
| Road & Bridge # 4 | 9.62 | 215.01 |
| Engineering | 79.52 | 2,387.84 |
| Tax Assessor/Collector | 304.64 | 6,678.86 |
| Human Resources | 12.25 | 273.54 |
| County Auditor | 92.51 | 2,902.93 |
| County Clerk | 283.49 | 6,205.49 |
| County Judge | 72.64 | 1,940.68 |
| Treasurer | 0.01 | 0.10 |
| Printing | 0.55 | 13.96 |
| Purchasing Department | 8.75 | 190.09 |
| MIS | 421.36 | 12,375.65 |
| Voter Registration | 3.75 | 87.75 |
| Elections Department | 201.89 | 4,945.47 |
| District Attorney | 0.08 | 1.77 |
| District Clerk | 801.26 | 16,290.81 |
| Criminal District Court | 82.26 | 2,183.07 |
| 58th District Court | 1.62 | 43.13 |
| 172nd District Court | - | - |
| 252nd District Court | 50.38 | 2,011.18 |
| 279th District Court | 0.01 | 0.13 |
| Justice of Peace Pct. 1 Pl. 1 | 73.88 | 1,898.84 |
| Justice of Peace Pct. 1 Pl. 2 | 101.25 | 2,503.16 |
| Justice of Peace Pct. 2 | - | - |
| Justice of Peace Pct. 4 | 0.01 | 0.13 |
| Justice of Peace Pct. 6 | 3.62 | 89.18 |
| Justice of Peace Pct. 7 | 50.63 | 1,300.60 |
| Justice of Peace Pct. 8 | - | - |
| County Court at Law #2 | 132.25 | 3,597.91 |
| Court Master | 11.87 | 250.38 |
| Dispute Resolution Center | 81.38 | 1,482.80 |
| Alternative School | 226.00 | 7,408.40 |
| Sheriff's Department | 11,975.05 | 412,424.18 |
| Crime Lab | 166.22 | 6,581.45 |
| Correctional Facility | 9,495.79 | 248,517.86 |
| Juvenile Probation | 143.79 | 2,788.59 |
| Juvenile Detention Home | 306.61 | 5,208.97 |
| Constable Pct. 1 | 79.38 | 2,286.97 |

Jefferson County, Texas
Statement of Comp-Time Liability
For The Second Quarter - March 31, 2019

| Department | Cumulative Hours | Current Liability |
|----------------------------------|------------------|----------------------|
| Constable Pct. 2 | 45.50 | \$ 1,833.86 |
| Constable Pct. 4 | 112.50 | 4,510.76 |
| Constable Pct. 6 | 42.71 | 1,411.70 |
| Constable Pct. 7 | 31.29 | 1,101.90 |
| Constable Pct. 8 | 24.00 | 507.33 |
| Public Health No. 1 | 87.31 | 1,454.50 |
| Public Health No. 2 | 101.02 | 1,988.47 |
| Environmental Control | - | - |
| Indigent Health | - | - |
| Emergency Management | 21.50 | 651.68 |
| Mosquito Control | 179.88 | 3,655.80 |
| Maintenance - Beaumont | 239.88 | 4,834.22 |
| Maintenance - Port Arthur | 174.75 | 3,418.43 |
| Maintenance- Mid County | 18.50 | 381.10 |
| Service Center | 10.50 | 260.77 |
| Veterans' Services Office | 0.62 | 15.24 |
| Airport | 843.43 | 17,456.75 |
| Visitors' Center | 42.05 | 666.38 |
| Grant A Basic Probation | 21.00 | 394.77 |
| Grant A Mental Health Service | 0.62 | 17.45 |
| Grant A Community Programs | 98.82 | 1,902.96 |
| Grant A Pre and Post Ajudication | - | - |
| Misdemeanor Pre-Trial | - | - |
| Community Supervision | 413.91 | 9,577.58 |
| Women's Center | 695.82 | 10,091.48 |
| Adult Surveillance Program | - | - |
| Community Corrections | 32.00 | 540.48 |
| High Need Program | 16.38 | 343.84 |
| TJPC Grant Contract M | 11.50 | 210.57 |
| Drug Diversion | 22.13 | 485.58 |
| Juvenile Probation and Detention | 94.37 | 1,253.65 |
| Mentally Impaired Offender | 21.50 | 474.43 |
| Sheriff Mental Health County | 11.25 | 369.40 |
| Auto Theft | 30.75 | 1,147.69 |
| Sheriff Mental Health Liason | 7.25 | 207.29 |
| ASAP | 208.37 | 6,086.28 |
| Marine Division | 3,492.62 | 116,227.20 |
| Courthouse Security | 200.25 | 6,719.25 |
| Total | 33,939.20 | \$ 987,753.12 |

Comp-Time Liability at 3/31/18 34,359.99 \$973,623.26

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE
DAWN DONUTS114.85
45.50458489
458579

160.35**

ROAD & BRIDGE PCT.#1

ENTERGY
M&D SUPPLY
MUNRO'S
NEFF BROS. AUTO SERVICE
WHOLESALE ELECTRIC SUPPLY CO.
SOUTHERN TIRE MART, LLC
ADVANCE AUTO PARTS609.66
5.56
33.10
600.00
193.40
124.29
298.95458442
458450
458454
458455
458492
458495
458562

1,864.96**

ROAD & BRIDGE PCT.#2

SPIDLE & SPIDLE
MUNRO'S
RITTER @ HOME
S.E. TEXAS BUILDING SERVICE
TACERA
VULCAN MATERIALS CO.
CENTERPOINT ENERGY RESOURCES CORP
NEW WAVE WELDING TECHNOLOGY
FRED MILLER'S OUTDOOR EQUIPMENT LLC
GULF COAST2,734.20
20.00
35.98
346.66
40.00
787.96
80.85
6.82
9.95
2,076.04458419
458454
458471
458475
458484
458490
458522
458537
458576
458587

6,138.46**

ROAD & BRIDGE PCT. # 3

SUPERIOR TIRE & SERVICE
BEAUMONT TRACTOR COMPANY
FARM & HOME SUPPLY
M&D SUPPLY
OIL CITY TRACTORS, INC.
STRATTON INC.
LOWE'S HOME CENTERS, INC.
HERRERA'S EMERGENCY LIGHTING
CENTERPOINT ENERGY RESOURCES CORP
C & I OIL COMPANY INC
ATTABOY TERMITES & PEST CONTROL
SIMCO AUTOMOTIVE INC28.23
573.60
101.36
407.85
48.10
30.26
550.80
1,590.00
44.84
5,089.02
41.25
256.00458423
458425
458438
458450
458458
458491
458513
458517
458522
458540
458542
458560

7,945.61**

ROAD & BRIDGE PCT.#4

ABLE FASTENER, INC.
M&D SUPPLY
MUNRO'S
AT&T
UNITED STATES POSTAL SERVICE
NATALIE ROBERTS
ON TIME TIRE
O'REILLY AUTO PARTS114.29
611.41
71.23
78.70
2.12
168.20
275.02
50.65458416
458450
458454
458476
458507
458536
458557
458602

1,371.62**

ENGINEERING FUND

UNITED STATES POSTAL SERVICE

1.75

458507

1.75**

PARKS & RECREATION

ENTERGY
JIFFY TROPHIES
SPRINT WASTE SERVICES LP
PETROLEUM MATERIALS LLC984.52
218.10
460.80
343.89458442
458448
458570
458573

2,007.31**

GENERAL FUND

TAX OFFICE

OFFICE DEPOT
CDW COMPUTER CENTERS, INC.
UNITED STATES POSTAL SERVICE
OFFICE OF THE SECRETARY OF STATE263.21
1,072.19
653.99
630.00458457
458501
458507
458578

2,619.39*

COUNTY HUMAN RESOURCES

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---|--|--|-----------|
| CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE | 1,133.50 10.95 | 458447 458507 | 1,144.45* |
| AUDITOR'S OFFICE | | | |
| UNITED STATES POSTAL SERVICE THOMSON REUTER TAX & ACCNTG INC R&G | 3.99 396.75 | 458507 458535 | 400.74* |
| COUNTY CLERK | | | |
| UNITED STATES POSTAL SERVICE RICOH USA INC | 268.75 305.42 | 458507 458561 | 574.17* |
| COUNTY JUDGE | | | |
| CASH ADVANCE ACCOUNT OFFICE DEPOT TEXAS COLLEGE OF PROBATE JUDGE UNITED STATES POSTAL SERVICE P DEAN BRINKLEY JAN GIROUARD & ASSOCIATES LLC THE MAYO LAW FIRM PLLC | 563.49 60.80 750.00 2.88 500.00 200.00 500.00 | 458447 458457 458485 458507 458546 458582 458588 | 2,577.17* |
| RISK MANAGEMENT | | | |
| UNITED STATES POSTAL SERVICE | 2.15 | 458507 | 2.15* |
| COUNTY TREASURER | | | |
| UNITED STATES POSTAL SERVICE | 179.54 | 458507 | 179.54* |
| PURCHASING DEPARTMENT | | | |
| UNITED STATES POSTAL SERVICE | 4.86 | 458507 | 4.86* |
| GENERAL SERVICES | | | |
| CASH ADVANCE ACCOUNT TIME WARNER COMMUNICATIONS ADVANCED STAFFING | 1,375.00 2,442.76 97.50 | 458447 458480 458497 | 3,915.26* |
| VOTERS REGISTRATION DEPT | | | |
| UNITED STATES POSTAL SERVICE | 163.44 | 458507 | 163.44* |
| ELECTIONS DEPARTMENT | | | |
| CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE | 159.00 146.05 | 458501 458507 | 305.05* |
| DISTRICT ATTORNEY | | | |
| CARPENTER'S TIME CENTER INC. CASH ADVANCE ACCOUNT KIRKSEY'S SPRINT PRINTING OFFICE DEPOT UNITED STATES POSTAL SERVICE PACER SERVICE CENTER SETAP THOMSON REUTERS-WEST GALLS LLC REKINA SMITH FAWNN PAUL HANNAH CLARK | 300.00 262.00 24.95 129.00 211.51 86.20 130.00 517.65 258.95 658.64 1,021.72 261.00 | 458428 458447 458449 458457 458507 458510 458539 458565 458577 458589 458590 458597 | 3,861.62* |
| DISTRICT CLERK | | | |
| OFFICE DEPOT UNITED STATES POSTAL SERVICE AERIALLINK INC | 947.05 298.40 163.02 | 458457 458507 458585 | 1,408.47* |
| CRIMINAL DISTRICT COURT | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|--|--|--|-----------|
| UNITED STATES POSTAL SERVICE DUSTIN R. GALMOR | 15.46 1,462.50 | 458507 458552 | 1,477.96* |
| 58TH DISTRICT COURT | | | |
| UNITED STATES POSTAL SERVICE | 1.24 | 458507 | 1.24* |
| 60TH DISTRICT COURT | | | |
| UNITED STATES POSTAL SERVICE | .41 | 458507 | .41* |
| 136TH DISTRICT COURT | | | |
| UNITED STATES POSTAL SERVICE | 1.15 | 458507 | 1.15* |
| 172ND DISTRICT COURT | | | |
| LEXIS-NEXIS | 78.00 | 458508 | 78.00* |
| 252ND DISTRICT COURT | | | |
| DOUGLAS M. BARLOW, ATTORNEY AT LAW UNITED STATES POSTAL SERVICE SUMMER TANNER | 375.00 3.66 5,189.50 | 458424 458507 458527 | 5,568.16* |
| 279TH DISTRICT COURT | | | |
| OFFICE DEPOT ANITA F. PROVO CHARLES ROJAS GLEN M. CROCKER KIMBERLY PHELAN, P.C. RONALD PLESSALA WILLIAM FORD DISHMAN LAW OFFICE OF SOLOMON FREIMUTH | 150.40 100.00 510.00 325.00 325.00 325.00 200.00 100.00 | 458457 458467 458503 458509 458524 458538 458568 458594 | 2,035.40* |
| JUSTICE COURT-PCT 1 PL 1 | | | |
| UNITED STATES POSTAL SERVICE | 30.99 | 458507 | 30.99* |
| JUSTICE COURT-PCT 1 PL 2 | | | |
| CASH ADVANCE ACCOUNT | 854.04 | 458447 | 854.04* |
| JUSTICE COURT-PCT 4 | | | |
| AT&T | 78.70 | 458476 | 78.70* |
| JUSTICE COURT-PCT 6 | | | |
| UNITED STATES POSTAL SERVICE | 33.56 | 458507 | 33.56* |
| JUSTICE COURT-PCT 7 | | | |
| KIRKSEY'S SPRINT PRINTING | 24.95 | 458449 | 24.95* |
| COUNTY COURT AT LAW NO.1 | | | |
| UNITED STATES POSTAL SERVICE | 2.88 | 458507 | 2.88* |
| COUNTY COURT AT LAW NO. 2 | | | |
| BRUCE W. COBB UNITED STATES POSTAL SERVICE | 550.00 6.59 | 458432 458507 | 556.59* |
| COUNTY COURT AT LAW NO. 3 | | | |
| JACK LAWRENCE DONALD BOUDREAUX MARVA PROVO NATHAN REYNOLDS, JR. CHARLES ROJAS UNITED STATES POSTAL SERVICE | 250.00 250.00 250.00 250.00 500.00 9.06 | 458420 458426 458466 458470 458503 458507 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|--|---------------|------------------|-------------|
| JOEL WEBB VAZQUEZ | 250.00 | 458519 | 1,759.06* |
| COURT MASTER | | | |
| CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE | 449.62 .50 | 458447 458507 | 450.12* |
| MEDIATION CENTER | | | |
| UNITED STATES POSTAL SERVICE | 5.47 | 458507 | 5.47* |
| SHERIFF'S DEPARTMENT | | | |
| UNITED STATES POSTAL SERVICE | 1,708.34 | 458507 | 1,708.34* |
| JAIL - NO. 2 | | | |
| AAA LOCK & SAFE | 39.00 | 458414 | |
| COBURN'S, BEAUMONT BOWIE (1) | 489.26 | 458433 | |
| DELTA FASTENER, INC. | 155.40 | 458436 | |
| W.W. GRAINGER, INC. | 1,422.57 | 458439 | |
| GULF COAST SCREW & SUPPLY | 18.00 | 458441 | |
| M&D SUPPLY | 241.12 | 458450 | |
| MCNEILL INSURANCE AGENCY | 91.00 | 458452 | |
| OFFICE DEPOT | 1,068.92 | 458457 | |
| OVERHEAD DOOR CO. | 997.17 | 458460 | |
| PORTER'S, INC. | 7,113.54 | 458463 | |
| SANITARY SUPPLY, INC. | 1,190.50 | 458472 | |
| SHERWIN-WILLIAMS | 1,305.94 | 458474 | |
| AT&T | 1,368.23 | 458476 | |
| WHOLESALE ELECTRIC SUPPLY CO. | 384.57 | 458492 | |
| WORTH HYDROCHEM | 342.00 | 458493 | |
| COKER DOORS & MOLDING CO. | 350.00 | 458496 | |
| DNA RESTAURANT & MEAT MARKET EQUIP | 440.00 | 458502 | |
| CHANNING L. BETE CO, INC. | 454.09 | 458505 | |
| LOWE'S HOME CENTERS, INC. | 311.62 | 458513 | |
| TEXAS GAS SERVICE | 794.60 | 458516 | |
| BELT SOURCE | 145.55 | 458526 | |
| ICS | 1,005.72 | 458532 | |
| FIRETROL PROTECTION SYSTEMS, INC. | 937.50 | 458541 | |
| A1 FILTER SERVICE COMPANY | 737.60 | 458554 | |
| INDUSTRIAL & COMMERCIAL MECHANICAL | 532.50 | 458558 | |
| SAM'S CLUB DIRECT | 172.18 | 458559 | |
| MATERA PAPER COMPANY INC | 3,368.81 | 458564 | |
| THOMSON REUTERS-WEST | 432.00 | 458565 | |
| WASTEWATER TRANSPORT SERVICES LLC | 2,256.00 | 458572 | |
| GALLS LLC | 194.99 | 458577 | |
| IMPACT WASTE LLC | 360.00 | 458586 | |
| FOOD MARKETING CONCEPTS INC | 8,887.90 | 458591 | |
| HARDIE'S FRESH FOODS | 12,954.70 | 458592 | |
| NATIONAL FOOD GROUP INC | 5,476.18 | 458593 | |
| CORRHEALTH LLC | 78,900.85 | 458596 | |
| MOORE-ALL TEX SUPPLY | 22.52 | 458598 | |
| US FLAG AND FLAGPOLE SUPPLY | 411.82 | 458600 | |
| JUVENILE PROBATION DEPT. | | | 135,374.35* |
| EDWARD B. GRIPON, M.D., P.A. | 275.00 | 458440 | |
| KIRKSEY'S SPRINT PRINTING | 24.95 | 458449 | |
| UNITED STATES POSTAL SERVICE | 8.42 | 458507 | |
| TJJD | 300.00 | 458555 | |
| JUVENILE DETENTION HOME | | | 608.37* |
| S.E. TEXAS BUILDING SERVICE | 2,600.00 | 458475 | |
| BEN E KEITH FOODS | 385.83 | 458518 | |
| CENTERPOINT ENERGY RESOURCES CORP | 646.52 | 458522 | |
| VANSCHECA SANDERS-CHEVIS | 300.00 | 458528 | |
| CONSTABLE PCT 1 | | | 3,932.35* |
| UNITED STATES POSTAL SERVICE | 16.63 | 458507 | |
| COASTAL BUSINESS FORMS | 283.50 | 458563 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|--|--|--|------------|
| GALLS LLC | 554.50 | 458577 | 854.63* |
| CONSTABLE-PCT 4 | | | |
| AT&T | 39.35 | 458476 | 39.35* |
| CONSTABLE-PCT 6 | | | |
| UNITED STATES POSTAL SERVICE | 16.84 | 458507 | 16.84* |
| COUNTY MORGUE | | | |
| INDUSTRIAL & COMMERCIAL MECHANICAL FORENSIC MEDICAL | 973.14 62,900.00 | 458558 458605 | 63,873.14* |
| AGRICULTURE EXTENSION SVC | | | |
| UNITED STATES POSTAL SERVICE BRAZORIA CTY AGRILIFE EXTENSION SRV | 1.65 50.00 | 458507 458608 | 51.65* |
| HEALTH AND WELFARE NO. 1 | | | |
| BROUSSARD'S MORTUARY CLAYBAR FUNERAL HOME, INC. COMMUNITY FUNERAL CHAPEL, INC. ENTERGY MERCY FUNERAL HOME UNITED STATES POSTAL SERVICE PROCTOR'S MORTUARY INC SILSBEE FORD INC STERICYCLE, INC | 4,750.00 5,200.00 1,500.00 55.26 7,500.00 41.59 3,000.00 25,525.50 35.00 | 458427 458431 458434 458443 458453 458507 458544 458569 458599 | 47,607.35* |
| HEALTH AND WELFARE NO. 2 | | | |
| PETTY CASH - N C WELFARE HEB CREDIT RECEIVABLES DEPT 308 | 178.00 104.31 | 458461 458534 | 282.31* |
| NURSE PRACTITIONER | | | |
| STERICYCLE, INC | 35.00 | 458599 | 35.00* |
| CHILD WELFARE UNIT | | | |
| J.C. PENNEY'S SEARS COMMERCIAL CREDIT S&M FAMILY OUTLET | 2,015.79 298.74 98.92 | 458511 458512 458514 | 2,413.45* |
| ENVIRONMENTAL CONTROL | | | |
| POSTMASTER AT&T TEXAS FLOODPLAIN MGMT. ASSN. | 330.00 61.92 50.00 | 458464 458476 458488 | 441.92* |
| INDIGENT MEDICAL SERVICES | | | |
| CARDINAL HEALTH 110 INC | 17,910.77 | 458567 | 17,910.77* |
| MAINTENANCE-BEAUMONT | | | |
| LOUIS AND COMPANY JOHNSTONE SUPPLY HYDRO-CLEAN SERVICES, INC. M&D SUPPLY ACE IMAGEWEAR AT&T COASTAL SPRINKLER COMPANY A1 FILTER SERVICE COMPANY EMERGENCY POWER SERVICE WASTEWATER TRANSPORT SERVICES LLC | 639.96 89.40 435.00 284.09 212.98 67.44 955.00 732.70 3,902.86 305.00 | 458418 458421 458444 458450 458473 458476 458498 458554 458556 458572 | 7,624.43* |
| MAINTENANCE-PORT ARTHUR | | | |
| ALL-PHASE ELECTRIC SUPPLY | 125.00 | 458435 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|------------------------------------|-----------|-----------|-------------|
| ENTERGY | 3,292.24 | 458442 | |
| OFFICE DEPOT | 139.85 | 458457 | |
| TEXAS DEPT OF LICENSING & | 70.00 | 458486 | |
| COKER DOORS & MOLDING CO. | 240.00 | 458496 | |
| ALLIANCE MECHANICAL SERVICES | 896.66 | 458520 | |
| PARKER LUMBER | 101.55 | 458545 | |
| SOUTHERN SUPPLY | 287.90 | 458583 | |
| MAINTENANCE-MID COUNTY | | | 5,153.20* |
| RITTER @ HOME | 18.17 | 458471 | |
| S.E. TEXAS BUILDING SERVICE | 4,008.33 | 458475 | |
| TIME WARNER COMMUNICATIONS | 57.22 | 458482 | |
| CENTERPOINT ENERGY RESOURCES CORP | 98.78 | 458522 | |
| SERVICE CENTER | | | 4,182.50* |
| SPIDLE & SPIDLE | 16,084.46 | 458419 | |
| CHUCK'S WRECKER SERVICE | 95.00 | 458429 | |
| J.K. CHEVROLET CO. | 87.88 | 458445 | |
| PHILPOTT MOTORS, INC. | 179.48 | 458462 | |
| RITTER @ HOME | 60.83 | 458471 | |
| BUMPER TO BUMPER | 48.49 | 458521 | |
| mighty of SOUTHEAST TEXAS | 81.27 | 458553 | |
| MIDNIGHT AUTO | 209.90 | 458584 | |
| THE GOODYEAR TIRE & RUBBER COMPANY | 6,618.01 | 458601 | |
| VETERANS SERVICE | | | 23,465.32* |
| NACVSO | 60.00 | 458499 | |
| HILARY GUEST | 106.60 | 458515 | |
| MOSQUITO CONTROL FUND | | | 166.60* |
| MUNRO'S | 50.73 | 458454 | |
| OFFICE DEPOT | 9.99 | 458457 | |
| FASTENAL | 222.79 | 458500 | |
| CENTERPOINT ENERGY RESOURCES CORP | 196.47 | 458522 | |
| PARKER LUMBER | 101.44 | 458545 | |
| O'REILLY AUTO PARTS | 43.97 | 458602 | |
| NUTRIEN AG SOLUTIONS, INC | 2,338.20 | 458607 | |
| J.C. FAMILY TREATMENT | | | 2,943.61** |
| PATRICIA PETERS | 1,277.50 | 458580 | |
| LAW LIBRARY FUND | | | 1,277.50** |
| THOMSON REUTERS-WEST | 400.00 | 458565 | |
| JUVENILE PROB & DET. FUND | | | 400.00** |
| JESSE BRANICK | 300.00 | 458422 | |
| REGION V EDUCATION SERVICE CENTER | 195.00 | 458469 | |
| GRANT A STATE AID | | | 495.00** |
| CASH ADVANCE ACCOUNT | 257.39 | 458447 | |
| HAYS COUNTY | 14,972.00 | 458494 | |
| BI INCORPORATED | 1,028.08 | 458504 | |
| CORNELL CORRECTIONS OF TEXAS | 197.69 | 458571 | |
| COMMUNITY SUPERVISION FND | | | 16,455.16** |
| OFFICE DEPOT | 345.22 | 458457 | |
| OLMSTED-KIRK PAPER | 472.50 | 458459 | |
| FRED PRYOR SEMINARS & CAREER TRACK | 99.00 | 458468 | |
| PAMELA G. STEWART | 1.15 | 458477 | |
| TIME WARNER COMMUNICATIONS | 101.97 | 458481 | |
| UNITED STATES POSTAL SERVICE | 153.06 | 458507 | |
| REDWOOD TOXICOLOGY LABORATORY | 508.35 | 458531 | |
| ABSHIRE INTERPRETING SERVICES | 260.00 | 458533 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|-----------|-----------|-------------|
| JCCSC | 60.00 | 458550 | |
| JCCSC | 20.00 | 458551 | 2,021.25** |
| JEFF. CO. WOMEN'S CENTER | | | |
| A&A ELECTRIC CO OF BEAUMONT INC | 232.48 | 458415 | |
| EFFICIENT SYSTEMS, INC. | 207.00 | 458437 | |
| HYDRO-CLEAN SERVICES, INC. | 385.00 | 458444 | |
| M&D SUPPLY | 138.84 | 458450 | |
| MARKET BASKET | 131.48 | 458451 | |
| OFFICE DEPOT | 83.38 | 458457 | |
| PREMIUM PLUMBING | 1,342.15 | 458465 | |
| AT&T | 138.46 | 458476 | |
| SYSSCO FOOD SERVICES, INC. | 1,155.29 | 458478 | |
| TIME WARNER COMMUNICATIONS | 37.95 | 458479 | |
| BEN E KEITH FOODS | 1,199.11 | 458518 | |
| SAM'S CLUB DIRECT | 203.82 | 458559 | |
| MATERA PAPER COMPANY INC | 202.83 | 458564 | |
| GLOBAL TEL*LINK CORP | 1,000.00 | 458575 | 6,457.79** |
| COMMUNITY CORRECTIONS PRG | | | |
| CIMA COMPANIES, INC. | 748.00 | 458430 | 748.00** |
| DRUG DIVERSION PROGRAM | | | |
| JCCSC | 137.00 | 458550 | 137.00** |
| DRUG INTERVENTION COURT | | | |
| SOUTHEAST TEXAS COUNCIL ON ALCOHOL | 480.00 | 458446 | 480.00** |
| COUNTY RECORDS MANAGEMENT | | | |
| TEXAS GULF HISTORICAL SOCIETY | 25.00 | 458487 | |
| UNITED STATES POSTAL SERVICE | 41 | 458507 | |
| BUILD INC | 100.00 | 458525 | 125.41** |
| DEPUTY SHERIFF EDUCATION | | | |
| TTPOA | 400.00 | 458483 | 400.00** |
| HOTEL OCCUPANCY TAX FUND | | | |
| CASH ADVANCE ACCOUNT | 1,450.78 | 458447 | |
| MUNRO'S | 141.22 | 458454 | |
| COASTAL SPRINKLER COMPANY | 350.00 | 458498 | |
| DISH NETWORK | 123.58 | 458530 | |
| THE STREETZ DANCE CONVENTION AND CO | 5,000.00 | 458581 | 7,565.58** |
| COL GEORGE MOFFETT CHAPTER | 500.00 | 458609 | |
| 2012 REFUNDING BONDS | | | |
| THE BANK OF NEW YORK MELLON | 500.00 | 458566 | 500.00** |
| AIRPORT FUND | | | |
| ACE GLASS & MIRROR, INC. | 84.00 | 458417 | |
| SPIDLE & SPIDLE | 1,372.08 | 458419 | |
| SANITARY SUPPLY, INC. | 43.20 | 458472 | |
| S.E. TEXAS BUILDING SERVICE | 4,246.66 | 458475 | |
| WORTH HYDROCHEM | 130.00 | 458493 | |
| UNITED STATES POSTAL SERVICE | 41 | 458507 | |
| CENTERPOINT ENERGY RESOURCES CORP | 381.18 | 458522 | |
| DISH NETWORK | 103.08 | 458529 | |
| UNIFIRST HOLDINGS INC | 166.65 | 458543 | 24,875.40** |
| TITAN AVIATION FUELS | 18,348.14 | 458604 | |
| AIRPORT IMPROVE. GRANTS | | | |
| TOLUNAY-WONG ENGINEERS INC | 3,020.63 | 458547 | |
| ARCENEAUX WILSON & COLE LLC | 33,901.64 | 458574 | |
| THE SOLCO GROUP, LLC | 2,960.00 | 458603 | 39,882.27** |
| SE TX EMP. BENEFIT POOL | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|--------------|-----------|-----------------|
| GROUP ADMINISTRATIVE CONCEPTS INC | 898.00 | 458548 | |
| GROUP ADMINISTRATIVE CONCEPTS INC | 135,000.24 | 458549 | |
| EXPRESS SCRIPTS INC | 98,696.56 | 458595 | |
| NEUROMUSCULAR CORPORATE SOLUTIONS | 19,200.00 | 458606 | |
| LIABILITY CLAIMS ACCOUNT | | | 253,794.80** |
| ANGEL MCGUIRE & ATTORNEY CHADWICK G | 12,000.00 | 458610 | |
| WORKER'S COMPENSATION FD | | | 12,000.00** |
| TRISTAR RISK MANAGEMENT | 2,949.31 | 458523 | |
| PAYROLL FUND | | | 2,949.31** |
| JEFFERSON CTY. - FLEXIBLE SPENDING | 13,956.00 | 458194 | |
| CLEAT | 342.00 | 458195 | |
| JEFFERSON CTY. TREASURER | 13,660.17 | 458196 | |
| RON STADTMUELLER - CHAPTER 13 | 157.50 | 458197 | |
| INTERNAL REVENUE SERVICE | 208.00 | 458198 | |
| JEFFERSON CTY. ASSN. OF D.S. & C.O. | 4,000.00 | 458199 | |
| JEFFERSON CTY. COMMUNITY SUP. | 9,735.27 | 458200 | |
| JEFFERSON CTY. TREASURER - HEALTH | 534,946.24 | 458201 | |
| JEFFERSON CTY. TREASURER - GENERAL | 35.00 | 458202 | |
| JEFFERSON CTY. TREASURER - PAYROLL | 1,727,674.63 | 458203 | |
| JEFFERSON CTY. TREASURER - PAYROLL | 618,750.92 | 458204 | |
| MONY LIFE INSURANCE OF AMERICA | 100.34 | 458205 | |
| POLICE & FIRE FIGHTERS' ASSOCIATION | 2,085.41 | 458206 | |
| TGSLC | 701.52 | 458207 | |
| JEFFERSON CTY. TREASURER - TCDRS | 662,397.11 | 458208 | |
| OPPENHEIMER FUNDS DISTRIBUTOR, INC | 1,519.99 | 458209 | |
| JEFFERSON COUNTY TREASURER | 2,671.85 | 458210 | |
| JEFFERSON COUNTY - TREASURER - | 7,051.14 | 458211 | |
| NECHES FEDERAL CREDIT UNION | 41,676.25 | 458212 | |
| JEFFERSON COUNTY - NATIONWIDE | 58,153.87 | 458213 | |
| JOHN TALTON | 1,835.38 | 458214 | |
| BELINDA M ZURITA | 230.77 | 458215 | |
| MARINE DIVISION | | | 3,701,889.36** |
| ENTERGY | 480.64 | 458442 | |
| | | | 480.64** |
| | | | 4,441,225.00*** |



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 22nd day of April, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, Elizabeth Parks has devoted 30 years of her life to the service to the Judges and citizens of Jefferson County; and,

WHEREAS, that service was provided through the District and County Courts for Jefferson County; and,

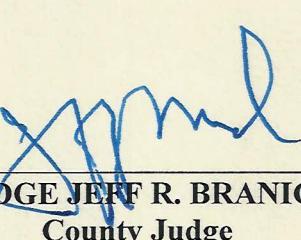
WHEREAS, Elizabeth Parks served admirably in the position as Official Court Reporter in the 279th District Court for the late Judge Robert Walker, the late Judge Tom Mulvaney, Judge Rick Williams and in County Court at Law #2 for the late Judge Lupe Flores, Judge Cory Crenshaw and the presiding Judge Terrence Holmes of Jefferson County; and,

WHEREAS, Elizabeth Parks dedicated her talents and services of reporting the court proceedings, transcribing the records and various tasks requested by the Judge; and,

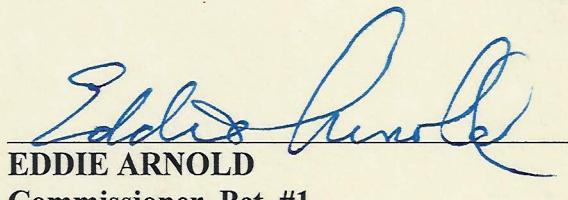
WHEREAS, Elizabeth Parks is loved and will be sorely missed by her co-workers;

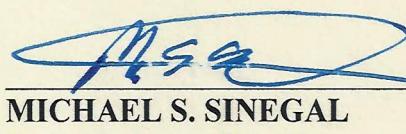
NOW THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend **Elizabeth Parks** for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

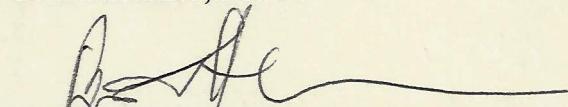
SIGNED this 22nd day of April, 2019.

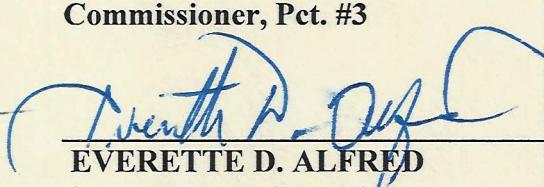

JUDGE JEFF R. BRANICK
County Judge




EDDIE ARNOLD
Commissioner, Pct. #1


MICHAEL S. SINEGAL
Commissioner, Pct. #3


BRENT A. WEAVER
Commissioner, Pct. #2


EVERETTE D. ALFRED
Commissioner, Pct. #4



PROCLAMATION

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 22nd day of April, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Proclamation was adopted:

SOIL & WATER STEWARDSHIP WEEK April 28 – May 5, 2019

WHEREAS, fertile soil and clean water provide us with our daily sustenance; and

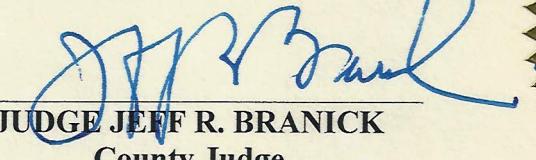
WHEREAS, effective conservation practices have helped provide us a rich standard of living; and

WHEREAS, our security depends upon healthy soil and clean water; and

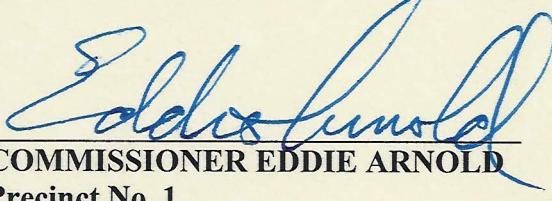
WHEREAS, stewardship calls for each person to help conserve these precious resources,

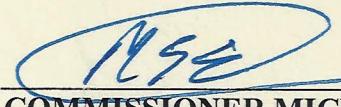
NOW THEREFORE, the Commissioners' Court of Jefferson County does hereby proclaim April 28 to May 5, 2019 as Soil & Water Stewardship Week in the State of Texas and we urge all citizens to celebrate this special observance, and further, to reflect on ways that together that we can contribute to a healthy environment and make Texas and even greater place to live, work and raise a family.

Signed this 22nd day of April, 2019

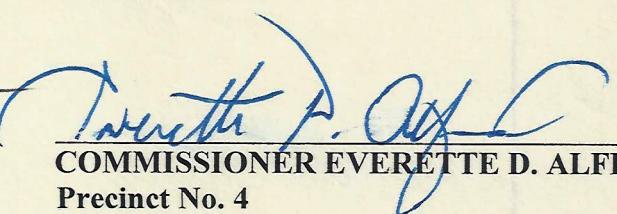

JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****April 22, 2019**

Receive and file executed Inter-local Agreement between Jefferson County and the City of Groves for repairs of streets in Precinct 2.

STATE OF TEXAS

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)

COUNTY OF JEFFERSON

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INTERLOCAL AGREEMENT

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Groves, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Groves, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

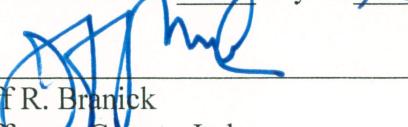
WHEREAS, the City of Groves, requires assistance and does not have the sufficient labor or equipment suited for such construction and/or maintenance, and;

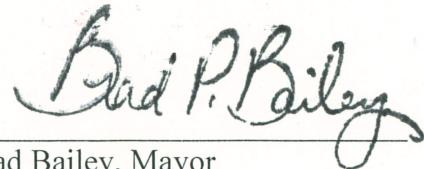
Now, therefore, know all men by the these presents:

City of Groves and Jefferson County hereby agree as follows:

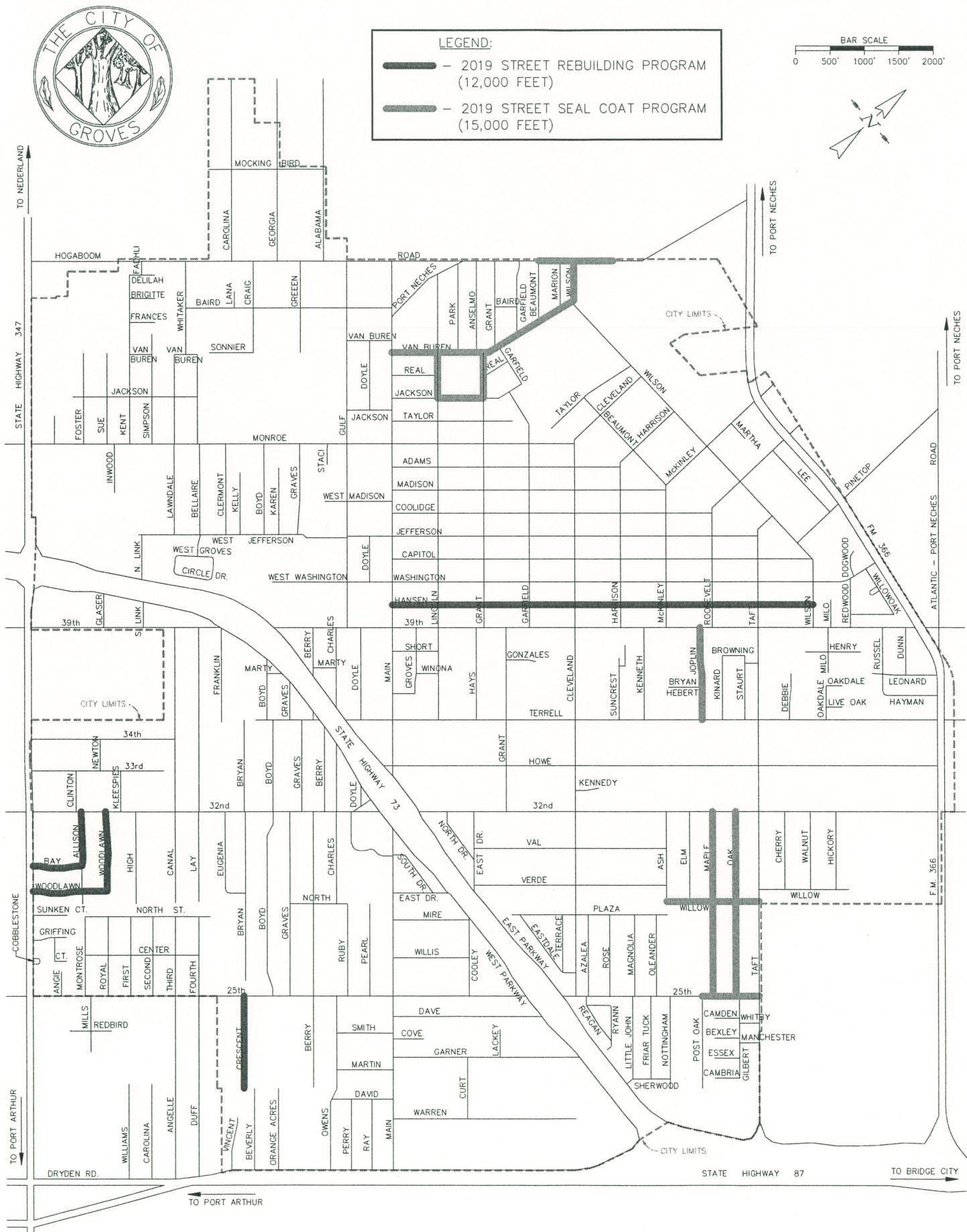
1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Groves shall furnish Precinct Two, with materials needed in exchange for the labor and equipment. The City of Groves will provide 4,000 gallons of CRS-2 Oil to the Precinct 2.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The City of Groves shall be liable for damage caused by road work whether done by City employees/equipment or County Employees/equipment
9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 18th day of March, 2019.


Jeff R. Branick
Jefferson County Judge


Brad Bailey, Mayor
Mayor, City of Groves

2019 STREET PROGRAM



**AGENDA ITEM****April 22, 2019**

Receive and file executed Inter-local Agreement between Jefferson County and the City of Port Arthur for repairs of streets in Precinct 2.

ORIGINAL CONTRACT FOR

RES/ORD 19-107

COUNCIL MEETING
DATE: 3-26-19

**AGENDA ITEM****March 18, 2019**

Consider, possibly approve, authorize the County Judge to execute, an Inter-local Agreement between Jefferson County and the City of Port Arthur for repairs of streets pursuant to the City's request to Precinct 2 and Sec.791.014, Texas Government Code.

STATE OF TEXAS

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INTERLOCAL AGREEMENT

COUNTY OF JEFFERSON

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Port Arthur, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Port Arthur, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Port Arthur requires assistance and does not have the sufficient labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Port Arthur and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to remix road base (bomag) the Port Arthur city limits section of Viterbo road; which connects to the Precinct 2 section of Viterbo road that is a County maintained section of roadway-listed on Exhibit A City Limits distance of Viterbo road 0.66 tenths of a mile incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code. All shoulder prep and drainage work must be completed by the City of Port Arthur prior to starting on road rebuild by the County.
2. The City of Port Arthur shall furnish Precinct Two, with all materials needed for the City road project. The City of Port Arthur will provide Jefferson County Precinct 2 with 4,000 gallons of CRS-2 in exchange for the labor and equipment.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The City of Port Arthur shall be liable for damage caused by road work whether done by City employees/equipment or County Employees/equipment.
9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 3rd day of April, 2019.


Jeff R. Branick
Jefferson County Judge

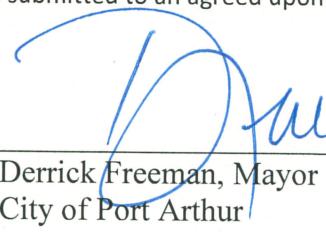

Derrick Freeman, Mayor
City of Port Arthur

Exhibit A Port Arthur City Limits distance of Viterbo road 0.66 tenths

Jefferson County shall furnish labor and equipment to remix road base (bomag) the Port Arthur city limits section of Viterbo road; which connects to the Precinct 2 section of Viterbo road that is a County maintained section of roadway-listed on Exhibit A City Limits distance of Viterbo road 0.66 tenths of a mile incorporated herein. All drainage and prep work shall be completed before road work begins. This includes cleaning, recutting all ditches and cutting all shoulder and roadway edges along project section of Viterbo road. Additionally, the work and time line shall be determined by Precinct 2 staff depending on staffing and equipment availability. All schedules and work timelines are subject to change.

Scope of work for City of Port Arthur:

1. Set up traffic control signs in advance of the project limits during shoulder and drainage work flaggers posted
2. Cut all road way edges and shoulder areas and Blade back any grass or built up material on pavement edges and haul off
3. Re-cut all ditches on both sides of roadway and open up all drainage and flow in and around drainage culverts located along roadway. Haul off all material cut from ditch

Scope of work for Precinct 2:

1. Bomag/Scarify or remix existing pavement and base material (depends on equipment, 2 to 4 days) If areas of subgrade repair are needed, windrow base to expose subgrade and make corrections (replace/treat then recompact)
2. Spread existing base and add additional base (limestone provided by City of Port Arthur) if required to provide a uniform layer thickness (2 or 3 days)
3. Apply water to base material to bring moisture level up above the optimum amount, blade mix base to uniformly distribute the moisture. (2 days)
4. Compact base by blading and rolling the material in thin lifts across the roadway (lift thickness is dependent on equipment and total depth) (4 days) Allow base to cure until the moisture level is slightly below optimum, then tight blade the surface to provide a smooth uniform surface (2 days depending on weather) (Continue to maintain the moisture content near optimum until the prime coat/top seal is applied) Top seal provided by City of Port Arthur (some people like to allow the base to set for an extended period before tight blading and priming, the thinking is that this allows soft spots to be located and repaired but isn't necessary if all spots are corrected prior to compaction)
5. Sweep off all loose material, dampen the surface and apply prime coat (one day), allow to cure until all liquid has been absorbed (generally 3 days) or an alternative is it cover with sand, or mix the prime into the material and compact
6. Shoot first course of CRS-2 Oil and rock aggregate at specified rate and temperature, apply aggregate at specified rate and roll to set aggregate into the asphalt (one day). (if a second course of oil and aggregate is planned, allow first course to cure for 3 to 7 days before second course) All materials including rock and oil provided by city of Port Arthur. Rock aggregate, Limestone, Top seal prime and CRS-2 oil provided by City of Port Arthur and delivered to the Viterbo yard near worksite- Cover stone Rock aggregate needed:250 tons- Limestone needed:760 tons- Top seal:110 gallons
CRS-2 oil: 5,640 Gallons

Estimated Summary of Viterbo Road Project:

Reclaim and chip seal 3485 feet of Viterbo road located inside the City limits of Port Arthur. Pct-2 will recycle/reclaim/mix and reshape/reset Viterbo road, starting just east of the rail road tracks, off of W Port Arthur road east 3485 feet to Jefferson County Pct-2 Line County road mark.

We will add 4 inches of limestone base from the rail road tracks 1500 feet east that will be mixed into the existing road base material. This will add extra road base materials in the road where truck traffic utilizes roadway in that area therefore protecting the roadway.

Estimated Approximate Materials needed:

Double Chip Seal

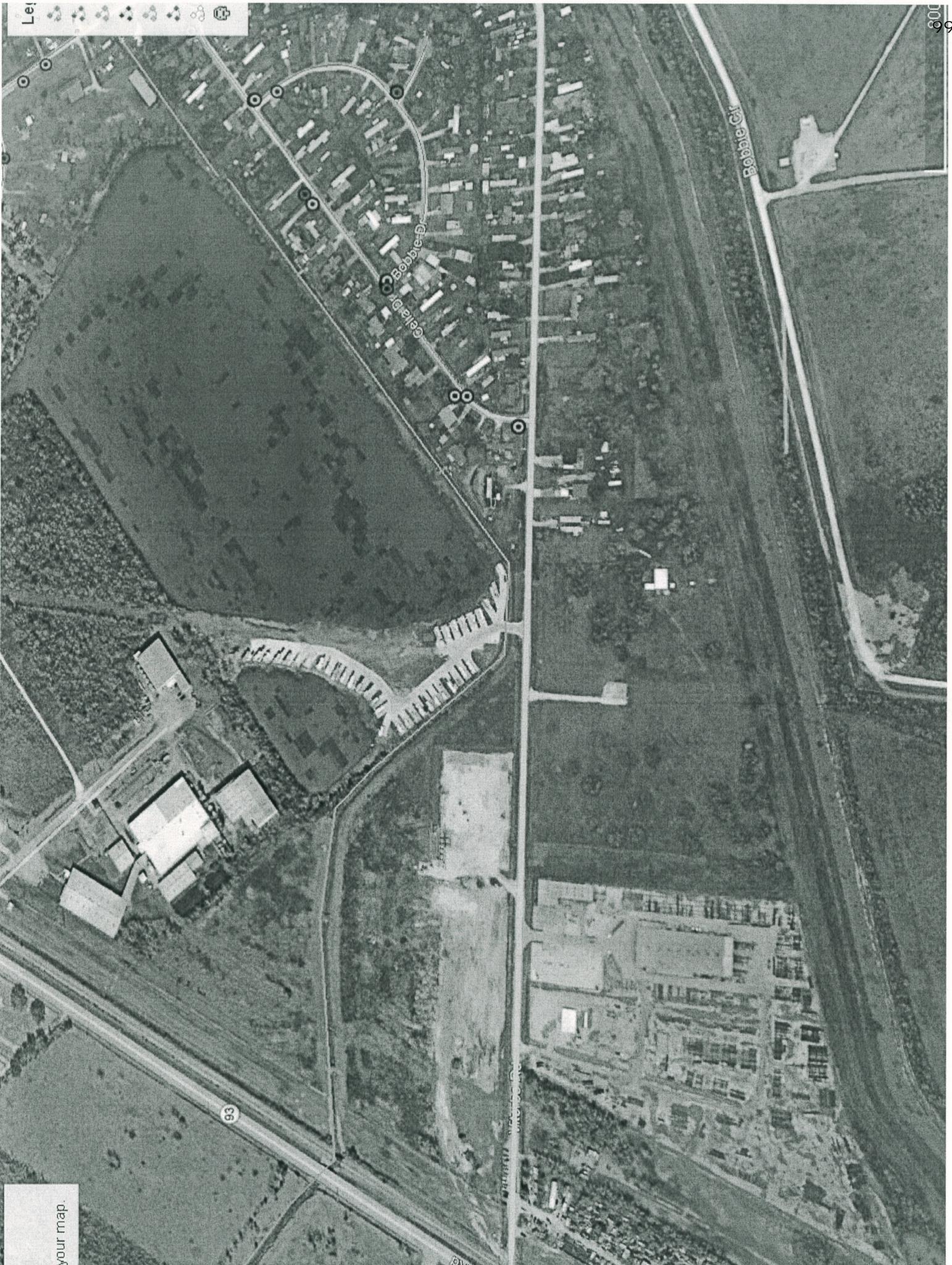
Crs-2 Oil ----- 5640 Gallons

Cover Stone ----- 250 Tons

Top Shield Primer ----- 110 Gallons

Lime Stone Base ----- 760 Tons

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**AGENDA ITEM****April 22, 2019**

Receive and file executed Inter-local Agreement between Jefferson County and the City of Nederland for repairs of streets in Precinct 2.

STATE OF TEXAS)
)
 COUNTY OF JEFFERSON)
)
) INTERLOCAL AGREEMENT

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Nederland, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Nederland, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

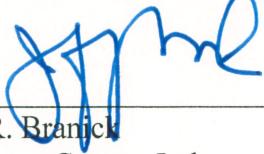
WHEREAS, the city of Nederland, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by the these presents:

City of Nederland and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Nederland shall furnish Precinct Two, with materials needed in exchange for the labor and equipment. The City of Nederland will supply 4,000 gallons of CRS-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The City of Nederland shall be liable for damage caused by road work whether done by City employees/equipment or County Employees/equipment.
9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 11th day of March, 2019.



Jeff R. Branick
Jefferson County Judge



R.A. "Dick" Nugent
Mayor, City of Nederland

**AGENDA ITEM****April 22, 2019**

Receive and file executed Inter-local Agreement between Jefferson County and the City of Port Neches for repairs of streets in Precinct 2.

**AGENDA ITEM****February 25, 2019**

Consider, possibly approve and authorize the County Judge to execute and Inter-local Agreement between Jefferson County and the City of Port Neches, pursuant to Sec. 791.014 Government Code, for street repairs.

ORIGINAL

STATE OF TEXAS)
)
) INTERLOCAL AGREEMENT
COUNTY OF JEFFERSON)

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Port Neches, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Port Neches, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Port Neches requires assistance and does not have the sufficient labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by the these presents:

City of Port Neches and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
 2. The City of Port Neches shall furnish Precinct Two, with all materials needed in exchange for the labor and equipment. The City of Port Neches will provide 300 tons of old surplus cover stone to Precinct 2.
 3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
 4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
 5. This agreement shall be construed according to the laws of the State of Texas.
 6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
 7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
 8. The City of Port Neches shall be liable for damage caused by road work whether done by City employees/equipment or County Employees/equipment.
 9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 7th day of march, 2019.

Jeff R. Branick
Jefferson County Judge


Glenn Johnson
Mayor, City of Port Neches

Proposed 2019 Chip Seal Project

RECEIVED
JAN 30 2019
BY: _____

2019 Chip Seal Program



**AGENDA ITEM****April 22, 2019**

Receive and file executed Inter-local Agreement between Jefferson County and Jefferson County Drainage District No. 7 for repairs of streets in Precinct 2.

**AGENDA ITEM****March 18, 2019**

Consider, possibly approve, authorize the County Judge to execute, an Inter-local Agreement between Jefferson County and Jefferson County Drainage District No.7 for repairs of streets pursuant to the City's request to Precinct 2 and Sec.791.014, Texas Government Code.

STATE OF TEXAS

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INTERLOCAL AGREEMENT

COUNTY OF JEFFERSON

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and Jefferson County Drainage District No.7, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the Jefferson County Drainage District No.7, has, from time to time, the need to maintain and repair Levee roads along it's Levee system which it owns or maintains, and;

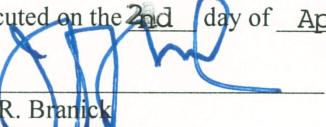
WHEREAS, the Jefferson County Drainage District No.7 requires assistance and does not have the sufficient labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

Jefferson County Drainage District No.7 and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain Levee roads along the Levee system, listed on Exhibits A during phases of work incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The Jefferson County Drainage District No.7 shall furnish Precinct Two, with all materials needed for the Levee road project additionally in exchange for the labor and equipment the Drainage District No.7 will provide 4,000 gallons of CRS-2 to Jefferson County Precinct 2.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The Jefferson County Drainage District No.7 shall be liable for damage caused by road work whether done by DD7 employees/equipment or County Precinct 2 Employees/equipment.
9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 2nd day of April, 2019.


Jeff R. Branick
Jefferson County Judge

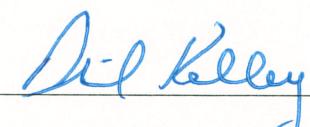

Jefferson County Drainage District No. 7

Exhibit A Jefferson County Drainage District 7 Levee road repair distance total 4.5 miles

THESE ARE ONLY APPROXIMATE ESTIMATES ON MATERIALS NEEDED. DD 7 will need to determine cost of materials based on their guidelines and policy. No materials for any phase of the project should be ordered for DD7 Levee road project until the inter-local agreement is approved by both Jefferson County Pct 2 and Jefferson County DD7 and a planning meeting is conducted by DD7 and Pct 2 regarding construction details pertaining to that phase of work. All Materials purchased, ordered and delivered by DD7.

DD7 has requested our assistance through an inter-local agreement to repair and reconstruct sections of the DD7 Levee system roadway located on top of the Levee system. Pct-2 will recycle/reclaim/mix and reshape/reset sections of the Levee road where determined by DD7 staff. DD7 will pay for and provide and coordinate delivery logistics of all road materials needed for the DD7 Project. It is understood that due to the amount of work it may take 2 road seasons to complete all road work on the levee system. This work will be provided in phases by Precinct 2 crews as schedule permits. The schedule of work is subject to change at the discretion of Precinct 2 staff.

ALL MATERIALS PROVIDED BY DD7: This is an estimate on materials, timeline and construction process.

For areas identified as Exhibit A as it relates to Inter-local it is as follows: .8 tenths distance TOTAL for reconstruction - .2 for the area near proctor extension pump station ---- .4 for area off west port Arthur road ---- .2 for area near lakeview pump station- This will be done in phases as equipment and staff are available from Precinct 2.

Phase 1-----Estimated Approximate Materials needed: Hot Mix Asphalt Level ups

The process is as follows for these areas:

1. Prep and sweep road
2. Apply tack oil to road surface and lay asphalt where determined areas for level ups throughout Levee road system Complete asphalt level up of areas designated – Areas between WPTA Road to Hwy 365 we estimate using approximately 40 tons of asphalt to complete the level ups in that area estimated cost for that area 2,700 ---From Hwy 365 to Hwy 73 we estimate using approximately 40 tons estimated cost for that area 2,700 ---From Pinetop to Pump station we estimate using 8 tons cost of 68 dollars a ton and from Hwy 73 to Lakeview pump station we estimate using 40 tons of asphalt to complete the last section of level ups estimated cost for that area 2,700.once level ups cure next road season cover with single chip seal with CRS-2 Oil and rock aggregate at specified rate and temperature, apply aggregate at specified rate and roll to set aggregate into the asphalt.

Asphalt Hot Mix-----100 Tons

Tack Oil -----100 Gallons

Total Estimate MATERIALS NEEDED Asphalt Level ups

Phase 2-----For areas identified for only a single chip seal it is as follows: 3.7 miles distance total for single chip seal this area designated for single chip seal will also have some asphalt level ups completed throughout the levee system road top. The plan is once we complete asphalt level ups in designed areas we will come back and top off with a single chip seal over those areas and tie into the double chip seal areas for a total distance re-surfaced of 4.5 miles

Estimated Approximate Materials needed: SINGLE CHIP SEAL

The process is as follows for these areas:

1. Prep and sweep road
2. Shoot first course of CRS-2 Oil and rock aggregate at specified rate and temperature, apply aggregate at specified rate and roll to set aggregate into the asphalt

CRS-2 Oil-----14,760 Gallons

Cover Stone -----655 Tons

Total Estimate MATERIALS NEEDED

Phase 3-----The process is as follows for Double chip reconstruct areas:

1. Bomag/Scarify or remix existing pavement and base material (depends on equipment, 2 to 4 days) If areas of subgrade repair are needed, windrow base to expose subgrade and make corrections (replace/treat then recompact)
2. Spread existing base and add additional base (limestone provided by DD7) if required to provide a uniform layer thickness (2 or 3 days)
3. Apply water to base material to bring moisture level up above the optimum amount, blade mix base to uniformly distribute the moisture. (2 days)
4. Compact base by blading and rolling the material in thin lifts across the roadway (lift thickness is dependant on equipment and total depth) (4 days) Allow base to cure until the moisture level is slightly below optimum, then tight blade the surface to provide a smooth uniform surface (2 days depending on weather) (Continue to maintain the moisture content near optimum until the prime coat/top seal is applied) Top seal provided by DD7 (some people like to allow the base to set for an extended period before tight blading and priming, the thinking is that this allows soft spots to be located and repaired but isn't necessary if all spots are corrected prior to compaction)
5. Sweep off all loose material, dampen the surface and apply prime coat (one day), allow to cure until all liquid has been absorbed (generally 3 days) or an alternative is to cover with sand, or mix the prime into the material and compact
6. Shoot first course of CRS-2 Oil and rock aggregate at specified rate and temperature, apply aggregate at specified rate and roll to set aggregate into the asphalt (one day). (if a second course of oil and aggregate is planned, allow first course to cure for 3 to 7 days before second course)

Estimated Summary of MATERIALS NEEDED FOR DD7 Levee DOUBLE CHIP SEAL Road Project:

Reclaim and double chip seal .8 tenths of a mile of designated Double chip seal areas of Levee system.

We recommend adding limestone base in areas where failures are noted and will be mixed into the existing road base material. This will add extra road base materials in the road where road failures are identified.

Observations -Most damage is occurring on the edges of the levee road system due to bush hog and tractor damage.

Estimated Approximate Materials needed: DOUBLE CHIP SEAL

.8 tenths distance Double Chip Seal

Crs-2 Oil ----- 4,790 Gallons

Cover Stone ----- 220 Tons

Top Shield Primer ----- 110 Gallons

Lime Stone Base -----Amount to be determined approximately 26 dollars a ton

Total Estimate MATERIALS NEEDED

Legend

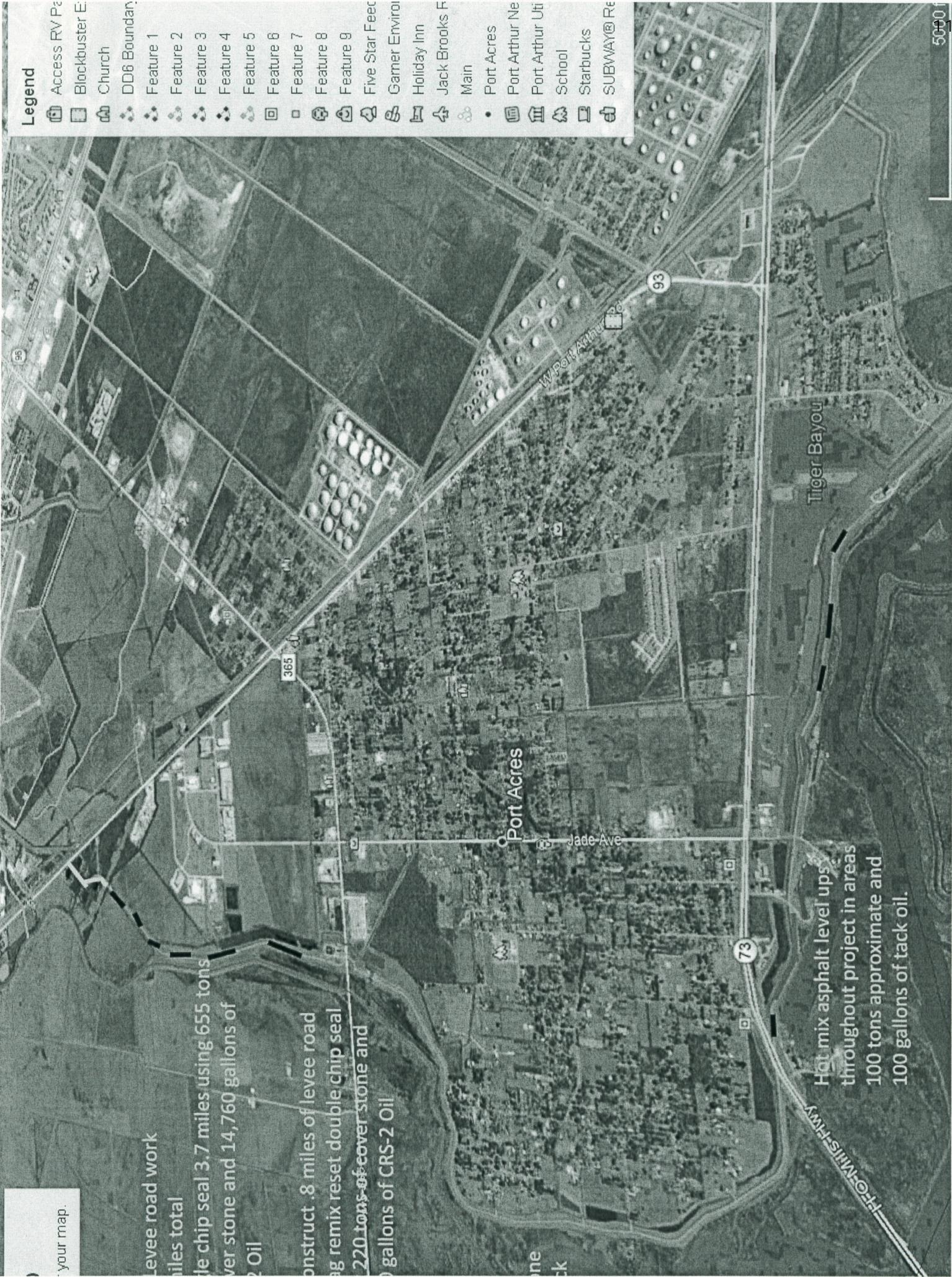
- Access RV Park
- Blockbuster Entertainment
- Church
- DD6 Boundary
- Feature 1
- Feature 2
- Feature 3
- Feature 4
- Feature 5
- Feature 6
- Feature 7
- Feature 8
- Feature 9
- Five Star Fleet
- Garner Enviro
- Holiday Inn
- Jack Brooks Ranch
- Main
- Part Acres
- Port Arthur Neighborhood
- Port Arthur Utilities
- School
- Starbucks
- SUBWAY® Restaurant

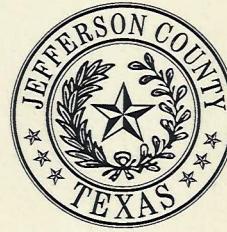
Levee road work
miles total
Le chip seal 3.7 miles using 655 tons
over stone and 14,760 gallons of
Oil

Construct .8 miles of levee road
using remix reset double chip seal
220 tons of cover stone and
100 gallons of CRS-2 Oil

Hot mix asphalt level ups
throughout project in areas
100 tons approximate and
100 gallons of tack oil.

your map.





PROCLAMATION

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 22nd day of April, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Proclamation was adopted:

NATIONAL TRAVEL AND TOURISM WEEK

Whereas travel has a positive effect on Texas and the nation's economic prosperity and image abroad, it also impacts business productivity and to individual travelers' well-being.

Whereas travel to and within the United States provides significant economic benefits for the nation, generating more than \$2.4 trillion in economic output in 2017, with nearly \$1 trillion spent directly by travelers.

Whereas travel is among the largest private-sector employers in the United States, supporting 15.6 million jobs in 2017, including 8.8 million directly in the travel industry and 6.8 million in other industries.

Whereas travelers' spending directly generated tax revenues of \$164.8 billion for federal, state and local governments, funds used to support essential services and programs.

Whereas travel in Jefferson County, Texas provides economic benefits for the county, employing 6,500 jobs (+8.2%) and generating \$10.5 million (+26.5%) in local tax revenue and \$556 million (+13.6%) in total direct travel spending, per 2017 reports.

Whereas International travel to the United States is the nation's number one services export, and number two overall.

Whereas meetings, events and incentive travel are core business functions that help companies strengthen business performance, educate employees and customers and reward business accomplishments—which in turn boosts the U.S. economy. In 2017, domestic and international business travelers spent \$317.2 billion.

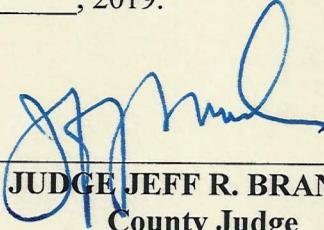
Whereas leisure travel, which accounts for more than three-quarters of all trips taken in the United States, spurs countless benefits to travelers' health and wellness, creativity, cultural awareness, education, happiness, productivity and relationships.

Whereas travel is a pillar of economic growth, creating jobs at a faster rate than other sectors.

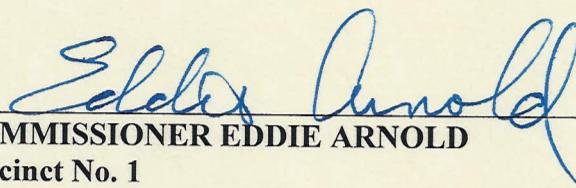
Whereas welcoming visitors from near and far always has been, and always will be, the enduring ethos of the travel industry and Jefferson County, Texas.

NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim May 5-11, 2019 as National Travel and Tourism Week in Jefferson County, Texas and urge the citizens of Jefferson County to join me in this special observance.

Signed this 22nd day of April, 2019.



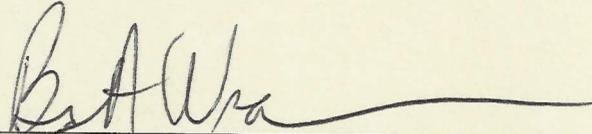
JUDGE JEFF R. BRANICK
County Judge



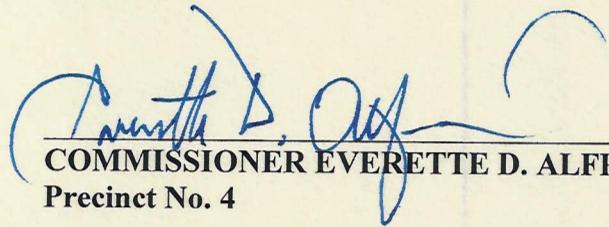
EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



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



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



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

Permit No. 04-U-19Precinct No. 1**BOND NO. 800041823**

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date 4/4/19

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

SDT Solutions LLC (Unit) ENERGY (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of Fiber optics, location of which is fully described as follows: From SH 365 (Sour Lake) to and then along Old Nome Road.

18 pages of drawings attached.

Construction will begin on or after April 15, 2019.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Company SDT Solutions LLC

By JASON JONES (JASON.JONES@SDT-1.com)

Title Project Manager ((601-754-7204)

Address 130 N Second St

Brookhaven, MS 39601

Telephone 601 823 9440

Fax No. 601 823 3503

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

| | | |
|---|--------------|-----------------|
| <u>0</u> road crossing @ \$100.00 | <u>0</u> | \$ <u>0</u> |
| <u>1.8</u> miles parallel @ \$150.00/mile or fraction | <u>\$270</u> | \$ <u>270</u> |
| TOTAL | <u>\$270</u> | \$ <u>\$270</u> |

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

$0 \text{ - crossings} \times \$5,000 = 0$

$1.8 \text{ miles} \times \$50,000 = \$90,000$

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 90,000.00

Donald M. Koss
Director of Engineering

April 22, 2019
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 90,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

**BOND TO GUARANTEE SATISFACTORY COMPLETION
OF INSTALLATIONS ON ROAD RIGHT OF WAY**

Bond Number: 800041823

KNOW ALL MEN BY THESE PRESENTS:

That we, SDT Solutions, LLC, 130 N. Second St., Brookhaven, MS 39601

Principal, and Atlantic Specialty Insurance Company

as Surety, are held and firmly bound unto Jefferson County, TX, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701

, Obligee, in the amount of

Ninety Thousand And No/100 (\$90,000.00)

DOLLARS.

WHEREAS, the said Principal contemplates cutting streets, roads and/or alleys within the jurisdiction of said Obligee, and that has been issued a permit by said Obligee for this purpose.

NOW, the condition of this bond is such that if the Principal shall fail to comply with the provisions of said permit issued by the Obligee for installations on and restoration of said Right of Way, the Principal shall pay to said Obligee all costs of replacing said Right of Way in as good a condition as it was before being disturbed. If the provisions of said permit are promptly fulfilled by said Principal, then this obligation shall be null and void.

It is mutually agreed between all parties hereto that if the Surety shall so elect, this bond may be canceled by giving thirty days notice in writing to Obligee, and this bond shall be deemed canceled at the expiration of said thirty days from date of receipt of such notice, and said Surety remaining liable for all or any fees or penalties covered under this bond, which may have accrued up to the date of such cancellation, under the terms, conditions, and provisions of this bond.

EXECUTED this 3rd day of April, 2019.

SDT Solutions, LLC

PRINCIPAL

Atlantic Specialty Insurance Company

SURETY

Maureen McNeill

Maureen McNeill, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Francis J. Curran, Marina A. Kenney, Maureen McNeill**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognition or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-sixth day of October, 2017.

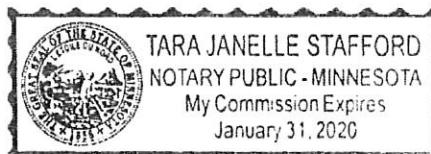
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-sixth day of October, 2017, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

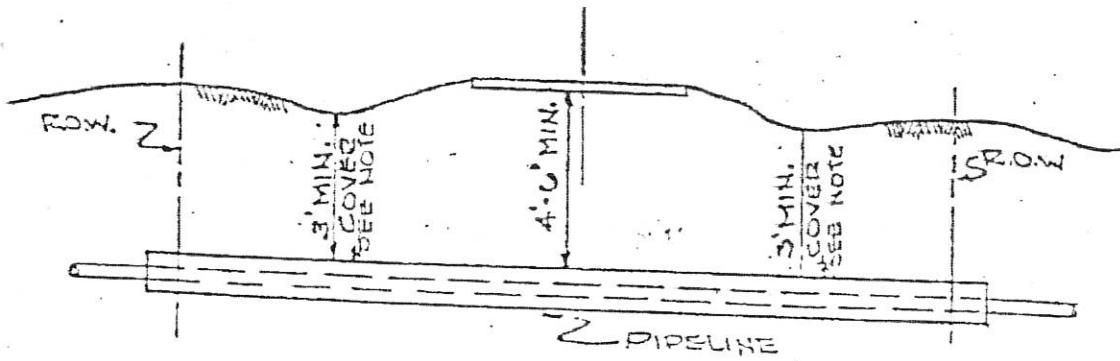
I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of April, 2019



Christopher V. Jerry, Secretary

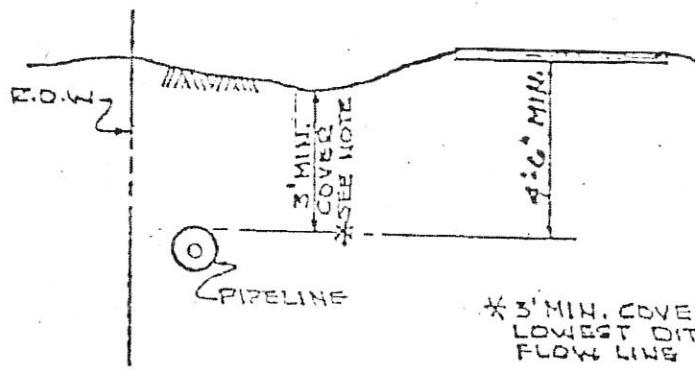
This Power of Attorney expires
October 1, 2019



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

NOTE: CASING TO EXTEND
1'-0" OUTSIDE R.O.W. EACH
SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



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

2. STANDARD PARALLEL LINE

| |
|---------------------------|
| JEFFERSON COUNTY |
| ENGINEERING DEPARTMENT |
| PIPELINE DETAILS (STD.) |
| 12-7-79 NO SCALE acme |

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person, company corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The applicant must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 1. It is a common carrier; and,
 2. It serves a public purpose; and,
 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its proposed pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at 9409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utilities is necessitated by the improvement of a county road, such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the applicant has failed to comply with the directions of Commissioners' Court, or the County Engineer or his representatives, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representative find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Notice" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or required relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determine by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 1/2 sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall e replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with 1/2" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must e accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the applicant shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The applicant will notify County Engineer, at (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.



EH-P-129

(FROM EH-P-128 TO EH-P-129)

SOUR LAKE, TX 77659

PLANS FOR PROPOSED PROJECT: FIBER OPTIC INSTALLATION

PROJECT MANAGER: JOHN HARTMAN - (251) 753-1320
ENGINEER: MICHAEL BOYKIN - (601) 201-3577
PROJECT CONTACT: KAREN NIELSEN - (601) 874-2827

CONTACT LIST

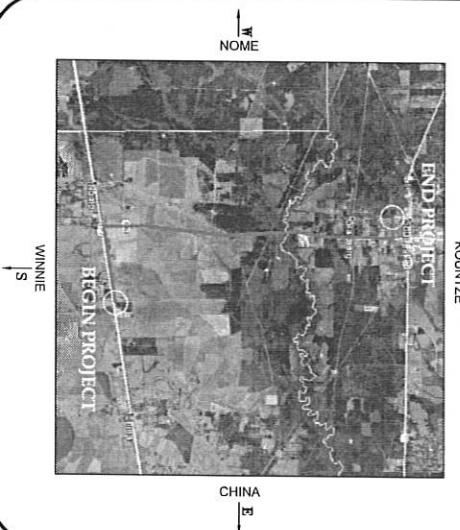
ATTENTION PERMITTING DEPARTMENT

MARCH 28, 2019

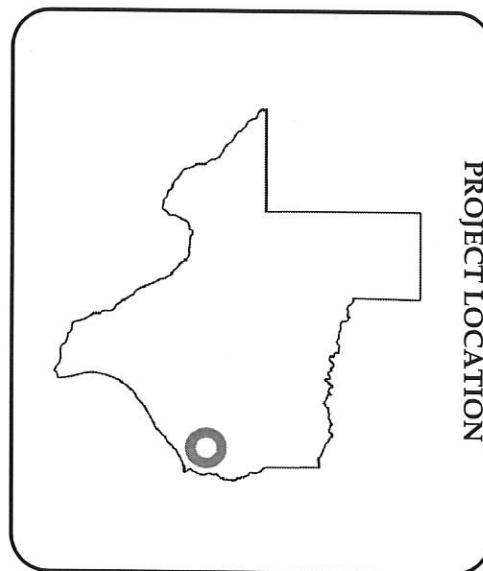
Uniti Fiber

| JOB INFORMATION | |
|-----------------|-------------------------|
| APPROVED: | _____ |
| DATE: | 03/28/19 |
| JOB # | N/A |
| UNDERGROUND: | EST - 47,266' / ACT - |
| AERIAL: | N/A |
| TOTAL FIBER: | EST. - 52,666' / ACT. - |

VICINITY MAP



PROJECT LOCATION



| DATE | DWG | DESCRIPTION | AS-BUILT |
|----------|-----|------------------------------|----------|
| 03/28/19 | 001 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 002 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 003 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 004 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 005 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 006 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 007 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 008 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 009 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 010 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 011 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 012 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 013 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 014 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 015 | UNDERGROUND - OLD NOME RD | |
| 03/28/19 | 016 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 017 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 018 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 019 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 020 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 021 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 022 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 023 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 024 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 025 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 026 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 027 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 028 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 029 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 030 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 031 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 032 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 033 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 034 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 035 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 036 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 037 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 038 | UNDERGROUND - SH 326 (TXDOT) | |



EH-P-129

(FROM EH-P-128 TO EH-P-129)

SOUR LAKE, TX 77659

PLANS FOR PROPOSED PROJECT: FIBER OPTIC INSTALLATION

| CONTACT LIST | | |
|------------------|----------------|-----------------|
| PROJECT MANAGER: | JOHN HARTMAN | -(251) 753-1320 |
| ENGINEER: | MICHAEL BOYKIN | -(601) 201-3577 |
| PROJECT CONTACT: | KAREN NIELSEN | -(601) 874-2827 |

ATTENTION PERMITTING DEPARTMENT

MARCH 28, 2019

Uniti Fiber

JOB INFORMATION

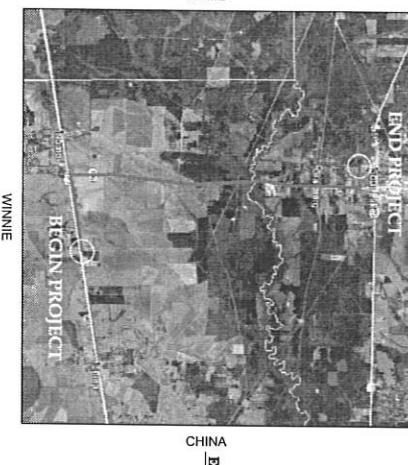
| | |
|--------------|-------------------------|
| APPROVED: | _____ |
| DATE: | 03/28/19 |
| JOB # | N/A |
| UNDERGROUND: | EST - 47,266' / ACT - |
| AERIAL: | N/A |
| TOTAL FIBER: | EST. - 52,666' / ACT. - |

VICINITY MAP

AERIAL FIBER
UNDERGROUND FIBER
EXISTING

W
NOME

CHINA
E



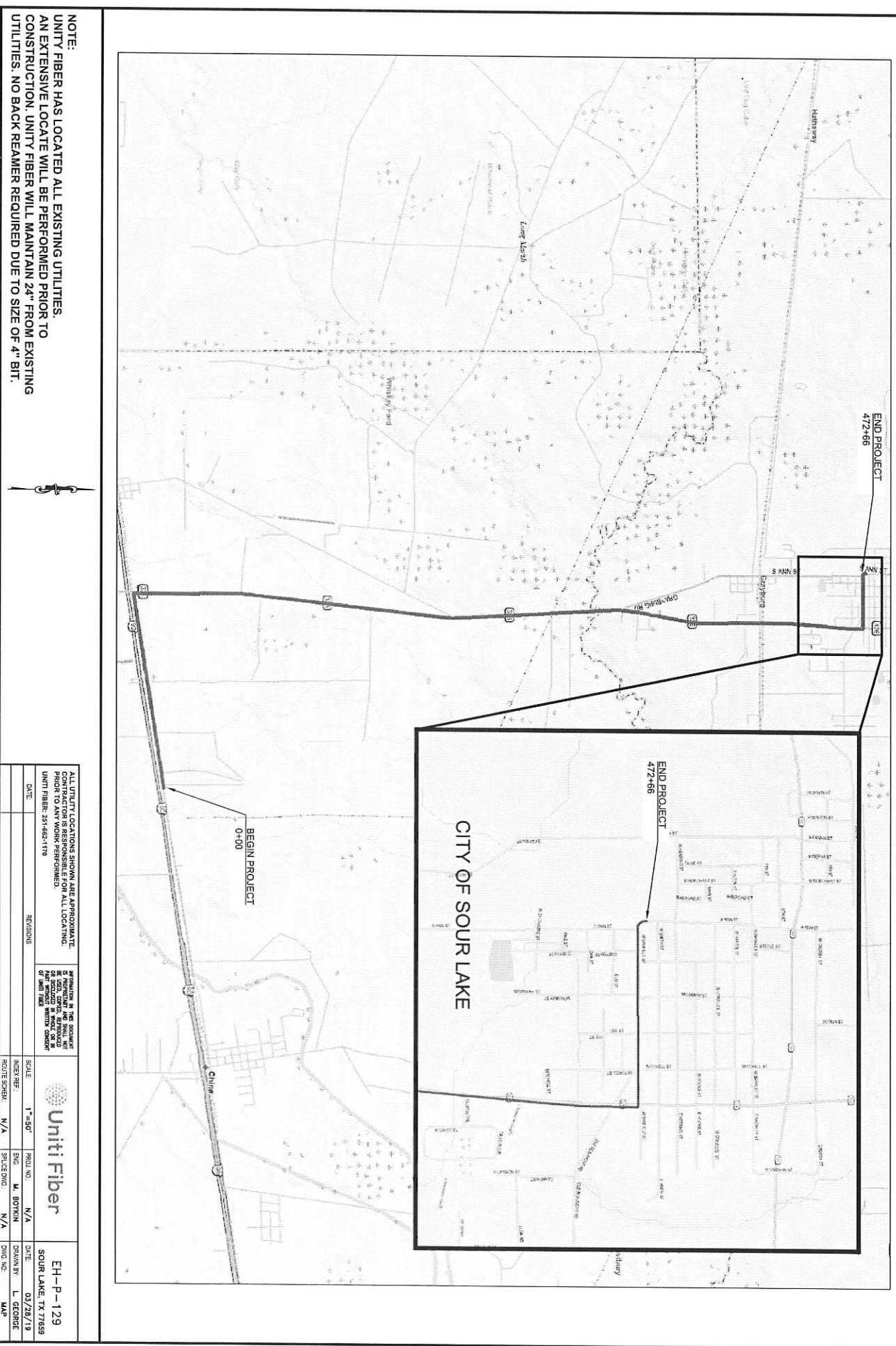
WINNIE

S

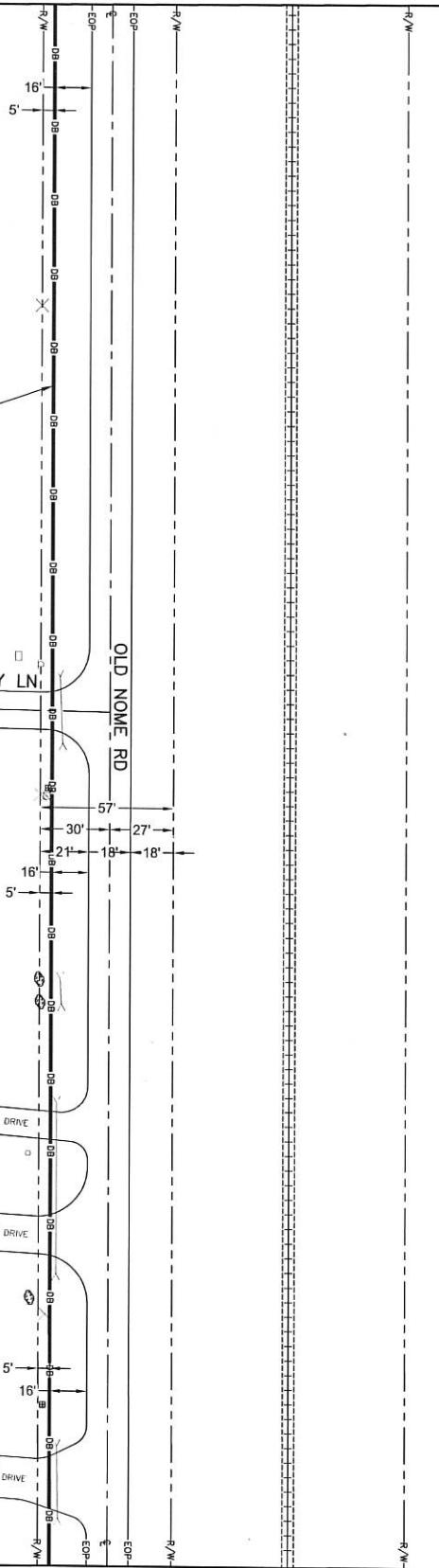
PROJECT LOCATION



| DIRECTORY | | | |
|-----------|------|-------------------------------------|----------|
| DATE | DWG | DESCRIPTION | AS-BUILT |
| 03/28/19 | 039 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 040 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 041 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 042 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 043 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 044 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 045 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 046 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 047 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 048 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 049 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 050 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 051 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 052 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 053 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 054 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 055 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 056 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 057 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 058 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 059 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 060 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 061 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 061A | PROFILE - UNION PACIFIC RR CROSSING | |
| 03/28/19 | 062 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 063 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 064 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 065 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 066 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 067 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 068 | UNDERGROUND - SH 326 (TXDOT) | |
| 03/28/19 | 069 | UNDERGROUND - W BARFIELD ST. | |
| 03/28/19 | 070 | UNDERGROUND - W BARFIELD ST. | |
| 03/28/19 | 071 | UNDERGROUND - W BARFIELD ST. | |
| 03/28/19 | 072 | UNDERGROUND - W BARFIELD ST. | |



SEE SHEET 001 TO MATCH SURVEY STA. 4+20



PULL FIBER
EST = 668
ACT = 0

DIR. BORE 2-125"
EST = 668
ACT = 0

SEE SHEET 003 TO MATCH SURVEY STA. 10+88

| | |
|---|-------------|
| <p>NOTE: UNIFI FIBER HAS LOCATED ALL EXISTING UTILITIES. AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO CONSTRUCTION. UNIFI FIBER WILL MAINTAIN 24" FROM EXISTING UTILITIES. NO BACK REAMER REQUIRED DUE TO SIZE OF 4" BIT.</p> | |
| | |
| GRAPHIC SCALE | (IN FEET) |
| 1 inch = 50 ft. | |
| <p>DEPTH TO BE A MINIMUM OF 42" BELOW GRADE</p> <p>ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING. UNIT FIBER: 231-662-1170</p> | |
| DATE: | REVISIONS: |
| SCALE: | PRO. NO.: |
| INCHES: | ENG.: |
| ROUTE SCHEM.: | SPICE DWG.: |
| 002 | DWG. NO.: |

Uniti Fiber

42" MIN
2" - 4" HDPE
FO
END VIEW OF BORE

INFORMATION IN THE DOCUMENT
IS PROPRIETARY AND SHALL NOT
BE REPRODUCED, COPIED, OR
DISCLOSED TO ANYONE, WHOMSOEVER
IT MAY PERTAIN, WITHOUT THE
WRITTEN CONSENT

EH-P-129
SOUR LAKE, TX 77589
DATE: 03/28/19
DRAWN BY: L. GEORGE
ROUTE SCHEM. N/A
SPICE DWG. N/A
Dwg No. 002

SEE SHEET 002 TO MATCH SURVEY STA. 10+88

11+12 POWER POLE 7'0/C

11+97 POWER POLE 6'0/C

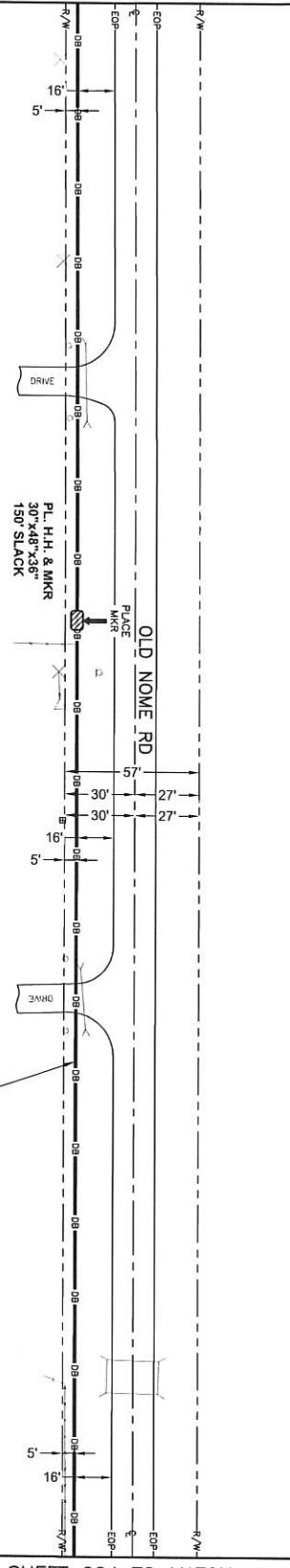
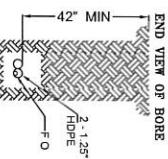
12+33 POST 4'0/C
 12+41 EDGE DRIVE
 12+54 EDGE DRIVE
 12+63 POST 3'0/C

13+48 PROP. UF HANDHOLE
 13+58 EDGE OF FENCE
 13+70 POWER POLE 8'0/C
 13+70 SIGN 10'0/C
 13+82 ANCHOR 7'0/C

14+33 WATER METER 6'0/C

14+92 POST 4'0/C
 15+02 EDGE DRIVE
 15+15 EDGE DRIVE
 15+23 POST 4'0/C

16+62 CULVERT 14'0/C
 16+72 EDGE OF FENCE 4'0/C
 16+76 CULVERT 14'0/C



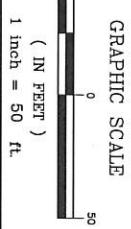
PULL FIBER
 EST = 807
 ACT = 0
 DIR. BORE 21.25"
 EST = 657
 ACT = 0

SPEED
45

SEE SHEET 004 TO MATCH SURVEY STA. 17+45

DEPTH TO BE A MINIMUM OF 42" BELOW GRADE

NOTE:
 UNIT FIBER HAS LOCATED ALL EXISTING UTILITIES.
 AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO CONSTRUCTION. UNIT FIBER WILL MAINTAIN 24" FROM EXISTING UTILITIES. NO BACK REAMER REQUIRED DUE TO SIZE OF 4" BIT.



GRAPHIC SCALE
 (IN FEET)
 1 inch = 50 ft.

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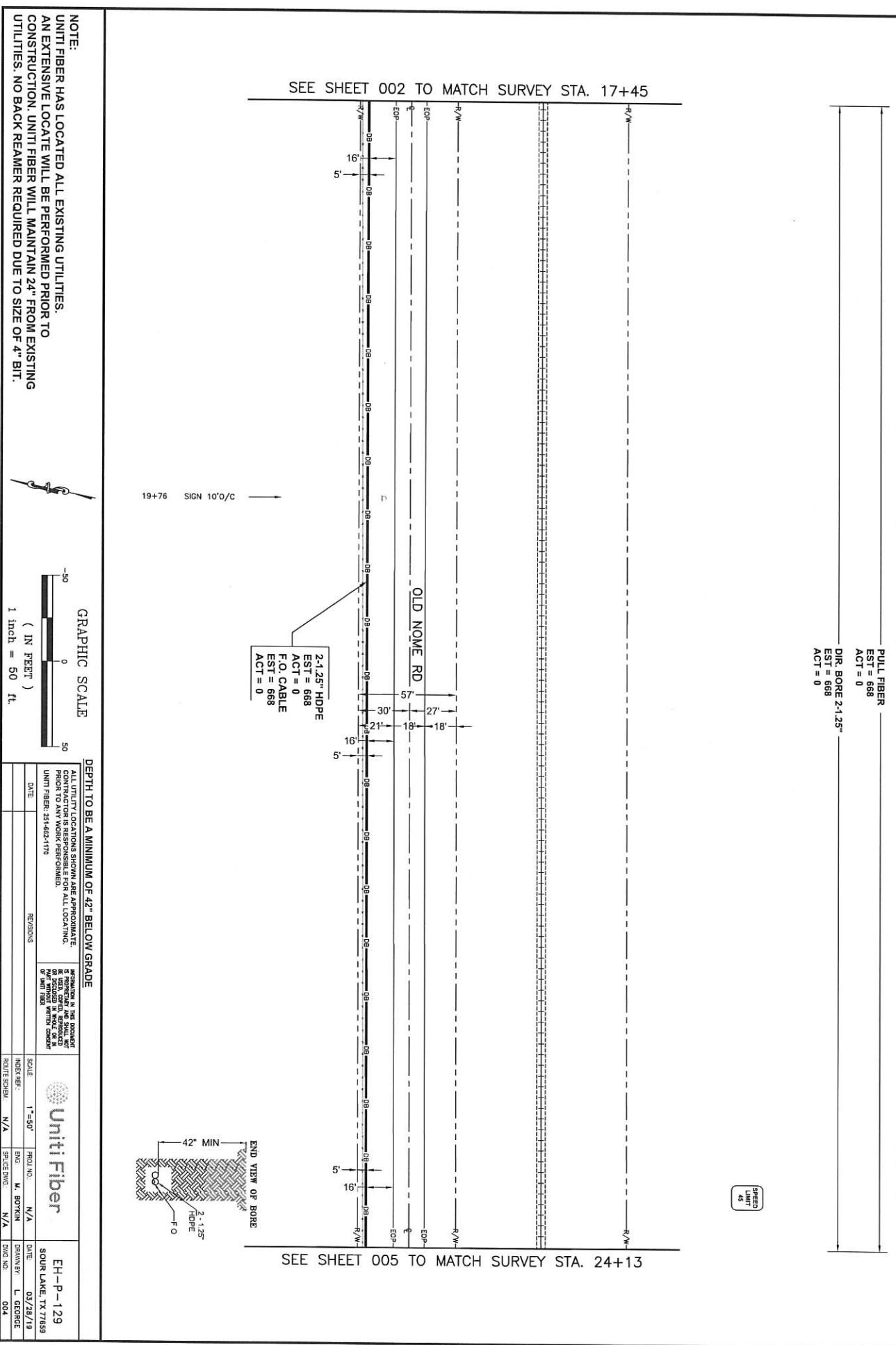
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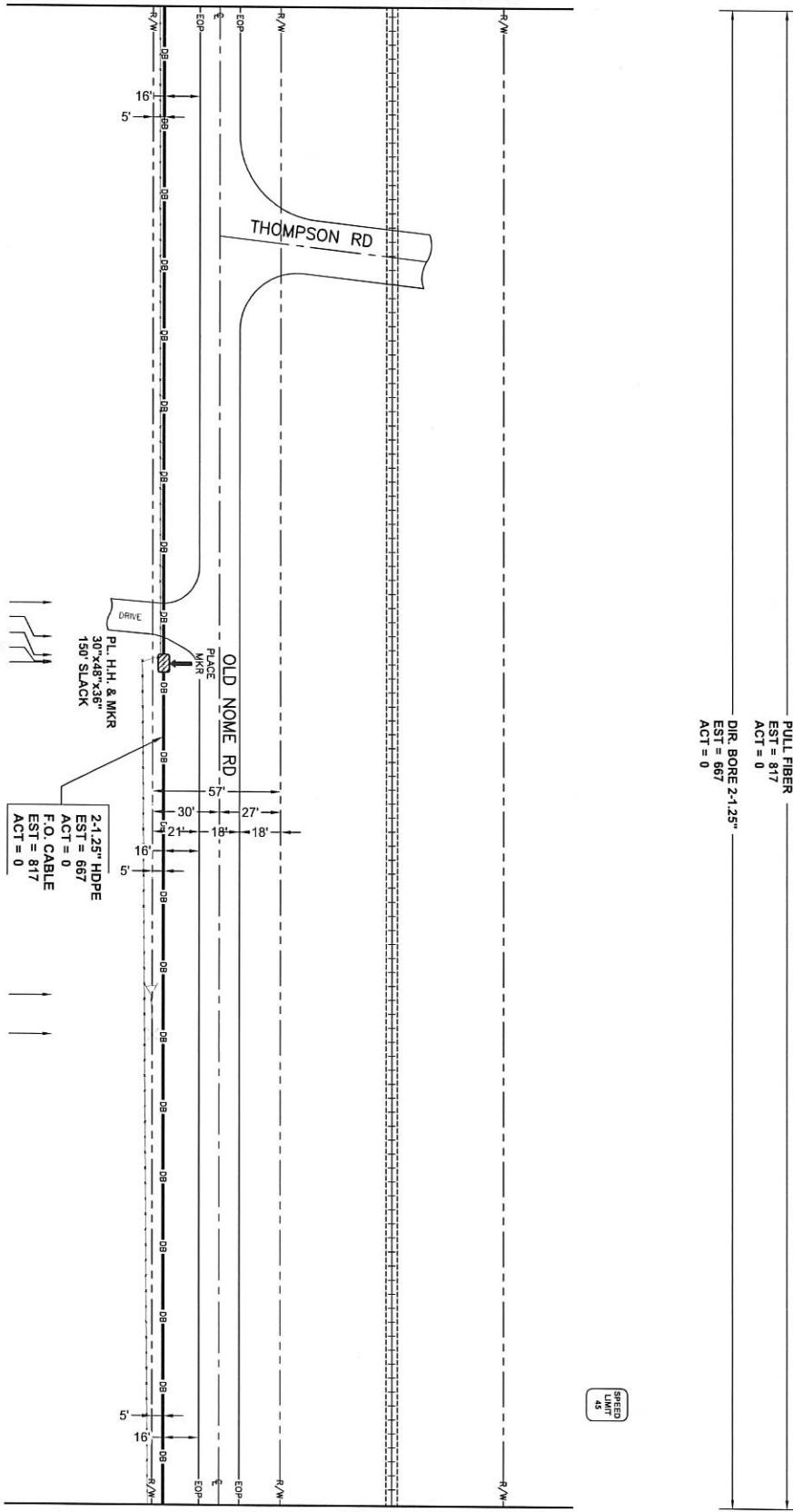
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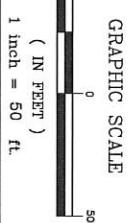
<p



SEE SHEET 004 TO MATCH SURVEY STA. 24+13



26+78 EDGE DRIVE
26+93 EDGE DRIVE
27+01 EDGE OF FENCE 1'0/C
27+04 EDGE OF FENCE 10'0/C
27+04 PROP. UF HANDHOLE



28+53 ANCHOR 5'0/C
28+70 POWER POLE 5'0/C

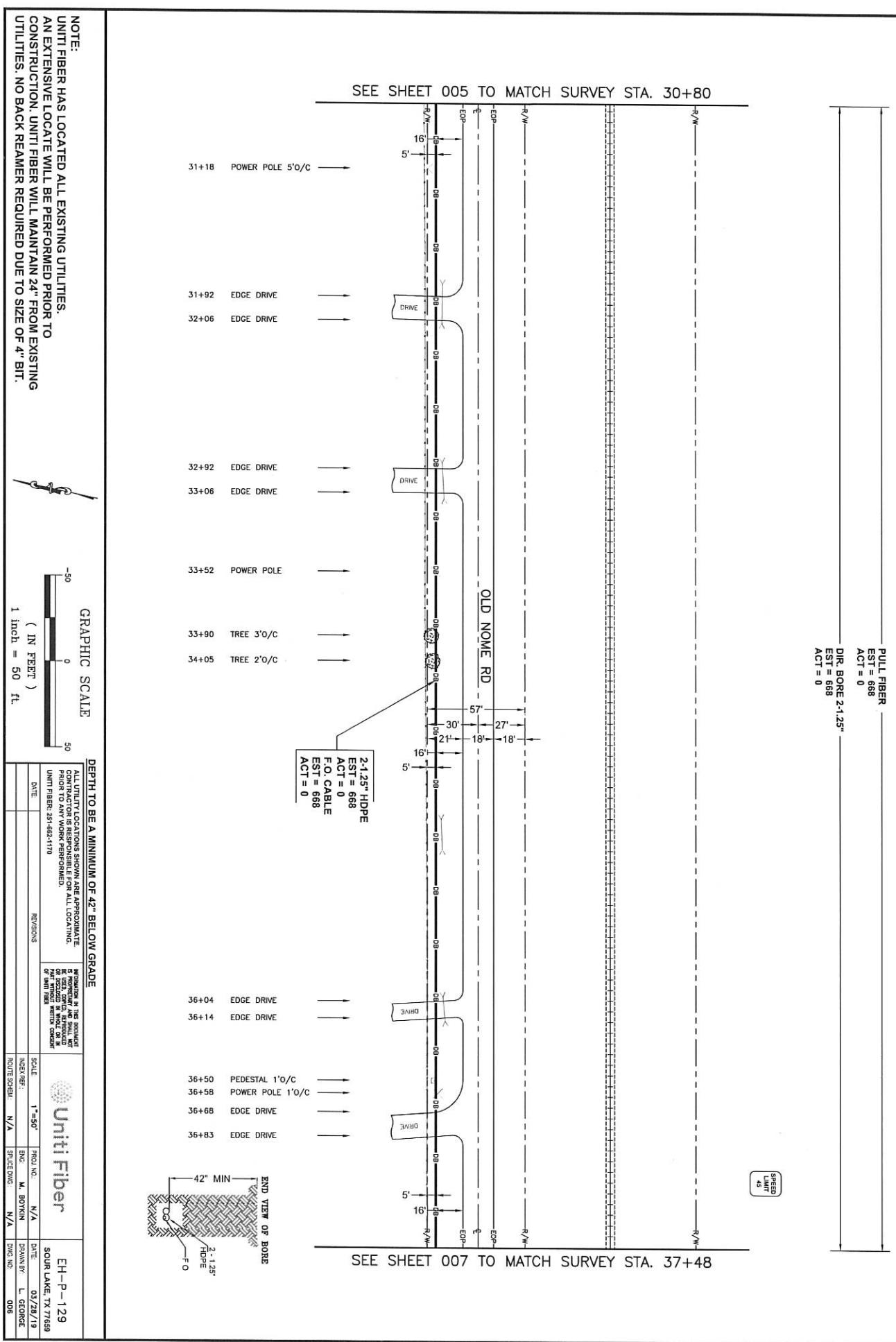
1 inch = 50 ft.
(IN FEET)

DEPTH TO BE A MINIMUM OF 42" BELOW GRADE

ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING
PRIORITY IS TO LOCATE AND MARK EXISTING
PIPE LOCATIONS. NO DAMAGE TO EXISTING
PIPE IS ALLOWED. NO DAMAGE TO EXISTING
PIPE IS ALLOWED.

UnitiFiber
EH-P-129
SOUR LAKE, TX 77589
DATE: 03/28/19
SCALE: 1"=50' PROJ. NO. N/A
REV.: M. BOYKIN
NOTE/REF: DRAWN BY: L. GEORGE
ROUTE SCHEM. N/A
ROUTE Dwg. N/A
Dwg. NO. 005

NOTE:
UNITI FIBER HAS LOCATED ALL EXISTING UTILITIES.
AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO
CONSTRUCTION. UNITI FIBER WILL MAINTAIN 24" FROM EXISTING
UTILITIES. NO BACK REAMER REQUIRED DUE TO SIZE OF 4" BIT.



UNIT FIBER HAS LOCATED ALL EXISTING UTILITIES. AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO CONSTRUCTION. UNIT FIBER WILL MAINTAIN 24" FROM EXISTING UTILITIES. NO BACK REAMER REQUIRED DUE TO SIZE OF 4" BIT.

DEPTH TO BE A MINIMUM OF 42" BELOW GRADE

UnitiFiber EH-P-129
SOUR LAKE, TX 77589
03/29/19
L. GEORGE
DARBY
M. BOYKIN
N/A
N/A
N/A
N/A
N/A

37+57 POWER POLE 2'0/C
37+60 WATER METER 2'0/C

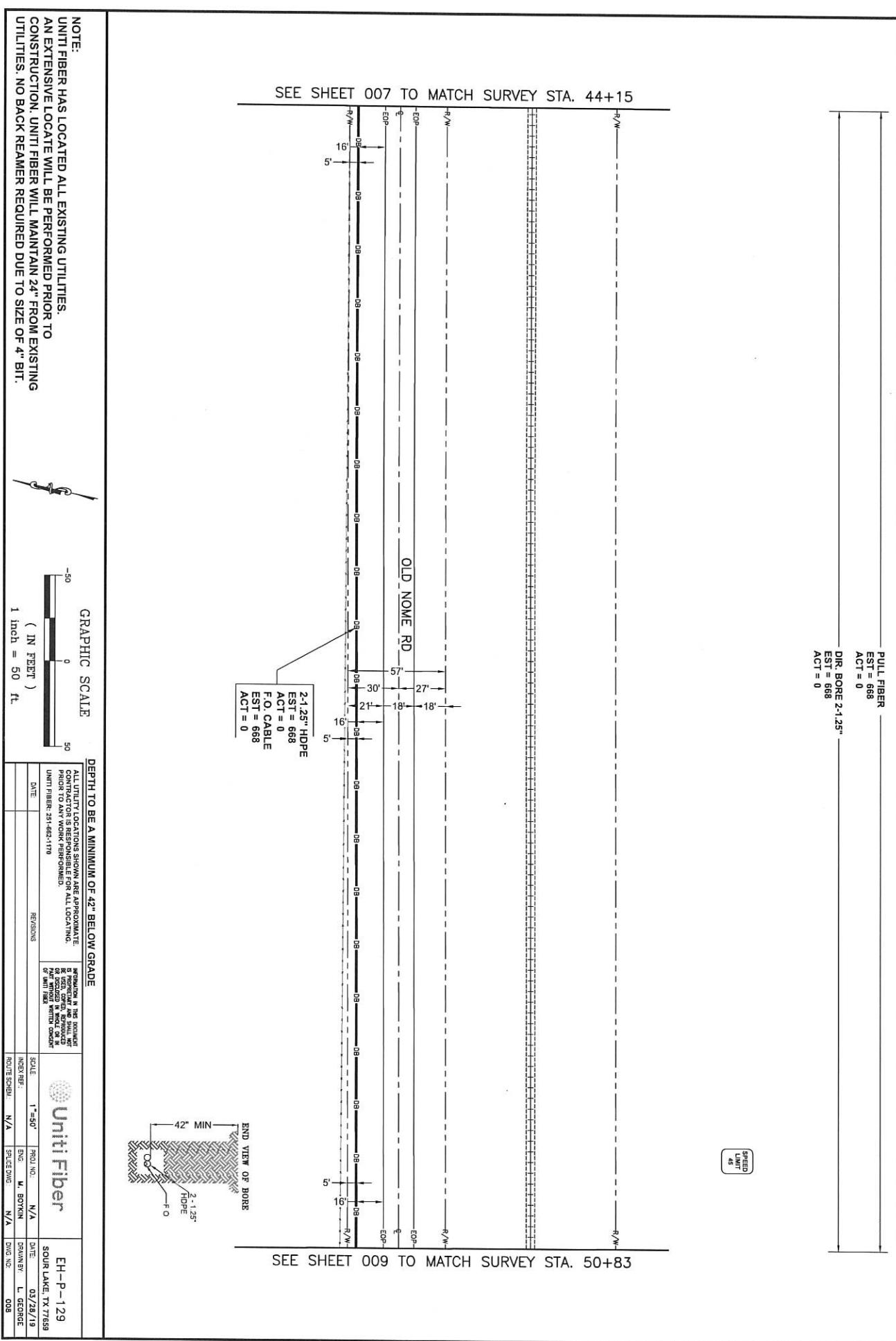
SEE SHEET 006 TO MATCH SURVEY STA. 37+48

- DIR. BORE 2-1.25"
EST = 667
ACT = 0

SEE SHEET 008 TO MATCH SURVEY STA. 44+15

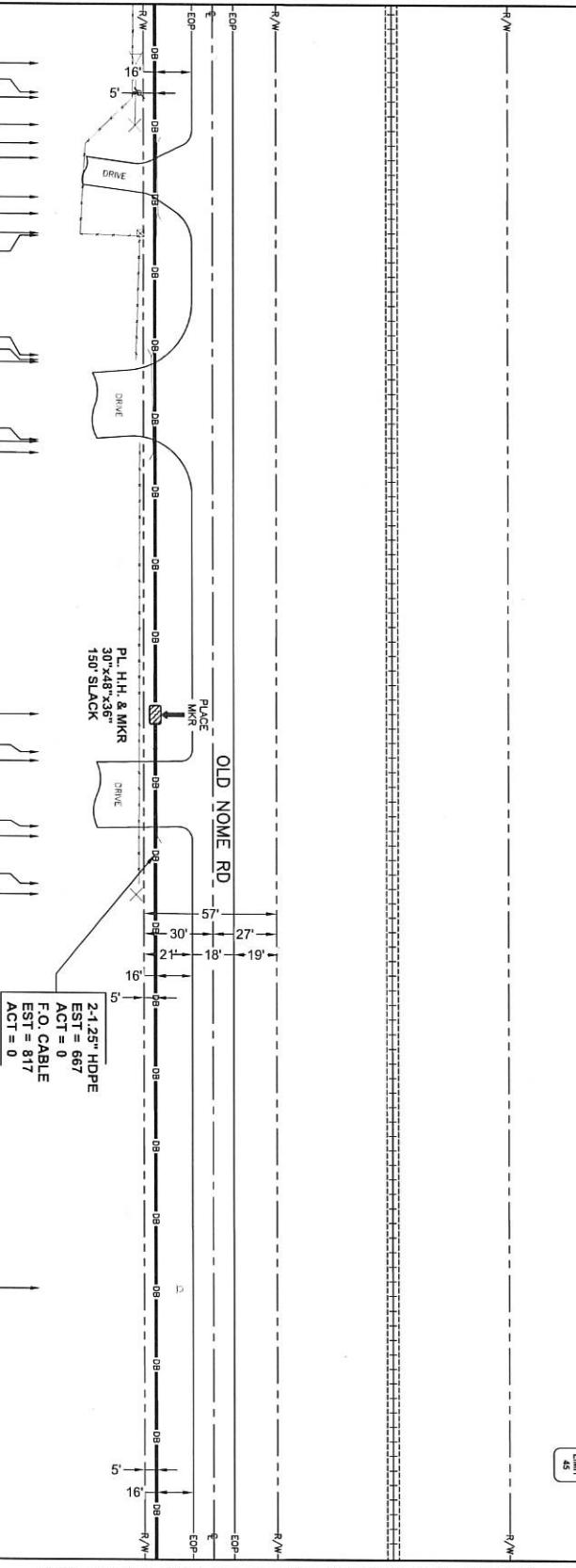
ALL ITEM LOCATIONS SHOWN ARE APPROXIMATE.
PROGRAMMING IS NOT PERFORMED.
UNIT FIBER: 55-1662-1170

UnitiFiber EH-P-129
SOUR LAKE, TX 77589
03/29/19
L. GEORGE
DARBY
M. BOYKIN
N/A
N/A
N/A
N/A
N/A



PULL FIBER
EST = 817
ACT = 0
DIR. BORE 2-1.25" SPEED LIMIT 45
EST = 667
ACT = 0

SEE SHEET 008 TO MATCH SURVEY STA. 50+83



| | |
|---|---|
| <p>NOTE: UNIT FIBER HAS LOCATED ALL EXISTING UTILITIES. AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO CONSTRUCTION. UNIT FIBER WILL MAINTAIN 24" FROM EXISTING UTILITIES. NO BACK REAMER REQUIRED DUE TO SIZE OF 4" BIT.</p> | |
| <p>GRAPHIC SCALE (IN FEET) 1 inch = 50 ft</p> | |
| DEPTH TO BE A MINIMUM OF 42" BELOW GRADE | ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING. UNIT FIBER: 251-662-1170 |
| DATE: <input type="text"/> | REVISIONS: <input type="text"/> |
| SCALE: 1" = 50' | PREV. NO.: N/A |
| INDEX REF.: <input type="text"/> | ENG: M. BOYKIN |
| ROUTE SHEM: N/A | DRAWN BY: L. GEORGE |
| SPUD DNG: N/A | DRNG NO: 009 |

Uniti Fiber
EI-H-P-129
SOUR LAKE, TX 77659
02/28/19
L. GEORGE
009

SEE SHEET 011 TO MATCH SURVEY STA. 70+85

R/W

R/W

R/W

PULL FIBER

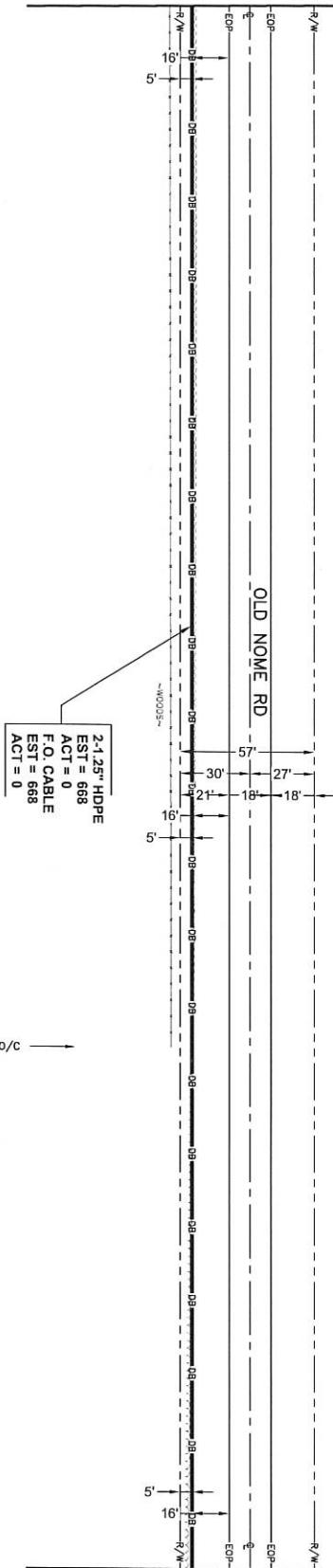
EST = 668

ACT = 0

DIR. BORE 2-1-25'

EST = 668

ACT = 0

SPEED
Limit
45

NOTE:
UNIT FIBER HAS LOCATED ALL EXISTING UTILITIES.
AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO
CONSTRUCTION. UNIT FIBER WILL MAINTAIN 24" FROM EXISTING
UTILITIES. NO BACK REAMER REQUIRED DUE TO SIZE OF 4" BIT.



DEPTH TO BE A MINIMUM OF 42" BELOW GRADE

ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING
PRIOR TO ANY WORK PERFORMED.
UNIT FIBER: 35-662-170

Uniti Fiber

EH-P-129

SOUR LAKE, TX 77659

DATE: 03/28/19

REVISION: N/A

SCALE: 1" = 50'

PROJ. NO.: N/A

INDEX REF.: ENG. M. BOYKIN

DRAWN BY: L. GEORGE

ROUTE SCHEM.: N/A

SPICE DRG.: N/A

DRAWN NO.: 012

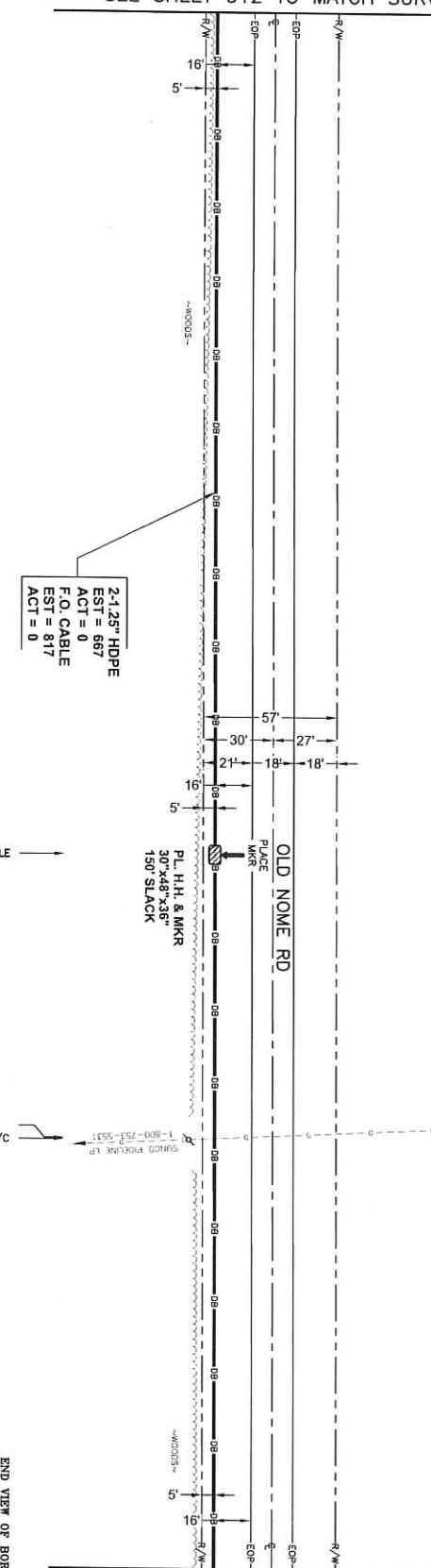
SEE SHEET 012 TO MATCH SURVEY STA. 77+53

R/W

R/W

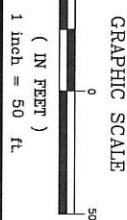
PULL FIBER
EST = 817
ACT = 0

DIR. BORE 2-1-25"
EST = 667
ACT = 0

S SPEED
45

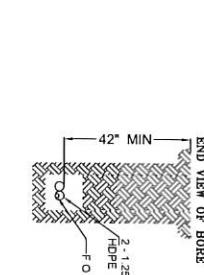
SEE SHEET 014 TO MATCH SURVEY STA. 84+20

NOTE:
UNIT FIBER HAS LOCATED ALL EXISTING UTILITIES.
AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO
CONSTRUCTION. UNIT FIBER WILL MAINTAIN 24" FROM EXISTING
UTILITIES. NO BACK REAMER REQUIRED DUE TO SIZE OF 4" BIT.



DEPTH TO BE A MINIMUM OF 42" BELOW GRADE

ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING
PRIOR TO ANY WORK PERFORMED.
UNIT FIBER 29-182-170



UniFiB

ber

EH-P-129

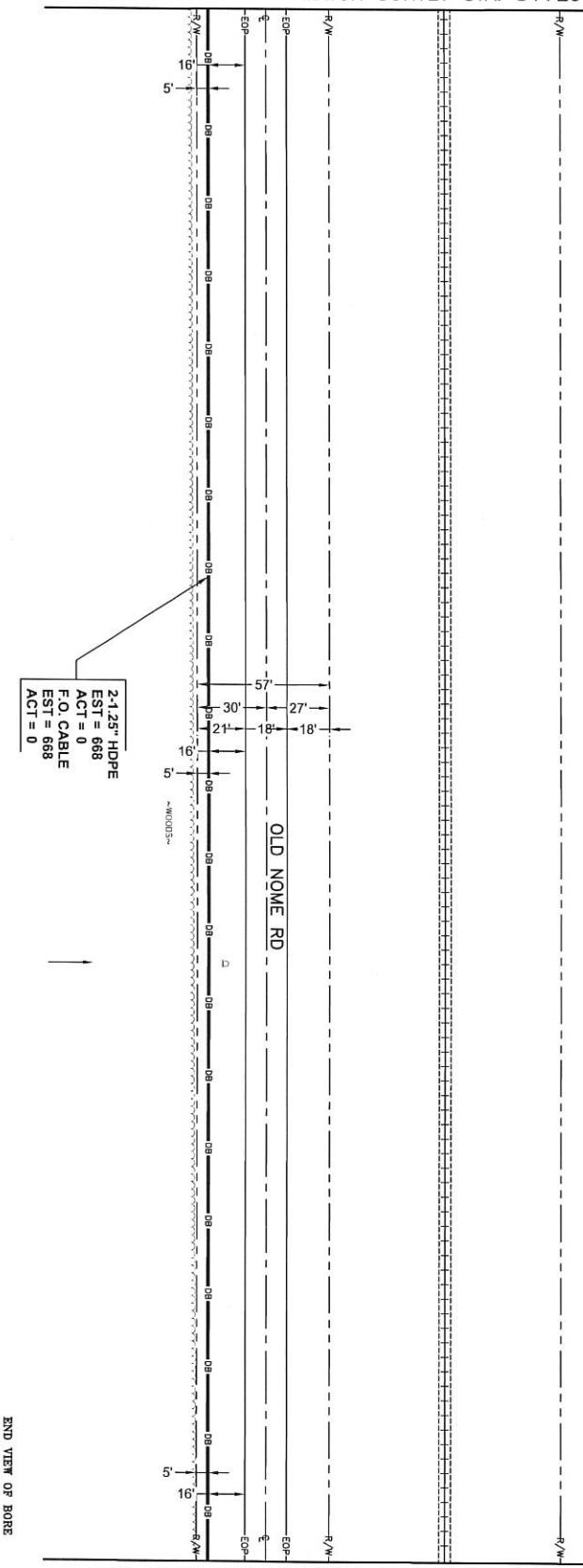
SOUR LAKE, TX 77589

03/28/19

N/A

SEE SHEET 013 TO MATCH SURVEY STA. 84+20

PULL FIBER
EST = 668
ACT = 0
DIR. BORE 24.25"
EST = 668
ACT = 0

SPEED
45

SEE SHEET 015 TO MATCH SURVEY STA. 90+88

| | |
|---|---|
| <p>NOTE: UNIT FIBER HAS LOCATED ALL EXISTING UTILITIES. AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO CONSTRUCTION. UNIT FIBER WILL MAINTAIN 24" FROM EXISTING UTILITIES. NO BACK REAMER REQUIRED DUE TO SIZE OF 4" BIT.</p> | |
| <p>GRAPHIC SCALE (IN FEET) 1 inch = 50 ft.</p> | |
| DEPTH TO BE A MINIMUM OF 42" BELOW GRADE | ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING PRIOR TO ANY WORK PERFORMED. UNIT FIBER 251-662-1170 |
| DATE: _____ | REVISIONS: _____ |
| SCALE: 1"=50' | PROJ. NO. N/A |
| INSER. REF.: M. BOYKIN | DATE: 03/28/19 |
| ROUTE SCHEM: N/A | DRAWN BY: L. GEORGE |
| SPUD. DNG.: N/A | DRNG. NO.: 014 |



SEE SHEET 015 TO MATCH SURVEY STA. 90+88

Uniti Fiber
EH-P-129
SOUR. AKE, TX 77659
03/28/19
M. BOYKIN
L. GEORGE
014

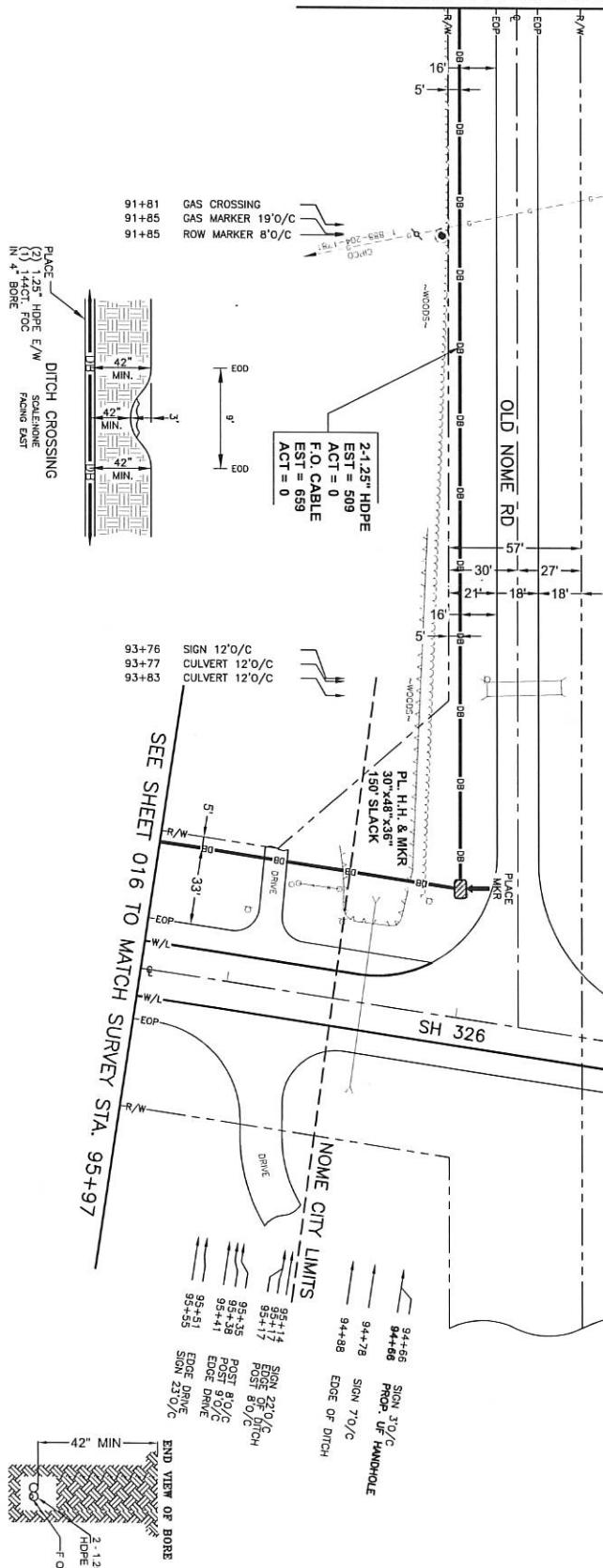
SEE SHEET 014 TO MATCH SURVEY STA. 90+88

NOTE: MAINTAIN 60" MINIMUM DEPTH
BELOW ALL TXDOT ROADS, WATER
CROSSINGS AND CULVERTS.

PULL FIBER
EST = 659
ACT = 0

DIR. BORE 2-125"
EST = 509
ACT = 0

R/W

SPEED
LIMIT
45

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Wednesday, April 10, 2019 7:28 AM
To: 'Commissioner Sinegal' (<msinegal@co.jefferson.tx.us>)
Cc: 'Commissioner Arnold' (<eddiearnold@co.jefferson.tx.us>); 'Commissioner Weaver' (<bweaver@co.jefferson.tx.us>); 'Commissioner Alfred' (<ealfred@co.jefferson.tx.us>); 'Judge Branick' (<jbranick@co.jefferson.tx.us>); 'Ronda Conlin' (<rconlin@co.jefferson.tx.us>); Don Rao (<drao@co.jefferson.tx.us>); Steve Stafford [<sstafford@co.jefferson.tx.us>] (<sstafford@co.jefferson.tx.us>); 'Stacey' (<stacey@soutex.net>); Doug Canant <dscanant@dd6.org> (<dscanant@dd6.org>); ggross@co.jefferson.tx.us
Subject: Tract 3-A, 3-B, & 3-C, 16.198 Acres of Land, Replat of Part of Tracts 3 &4, J.J. Burrell Estates Partition in the Bennett Blackman Survey Abstract No. 3
Attachments: Tract 3-A, 3-B, & 3-C Replat of Part of Tracts 3 &4 J.J. Burrell Estates Partition_Comm Court.pdf

Commissioner Sinegal ,

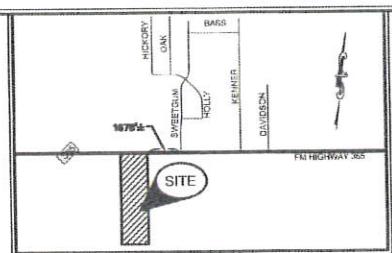
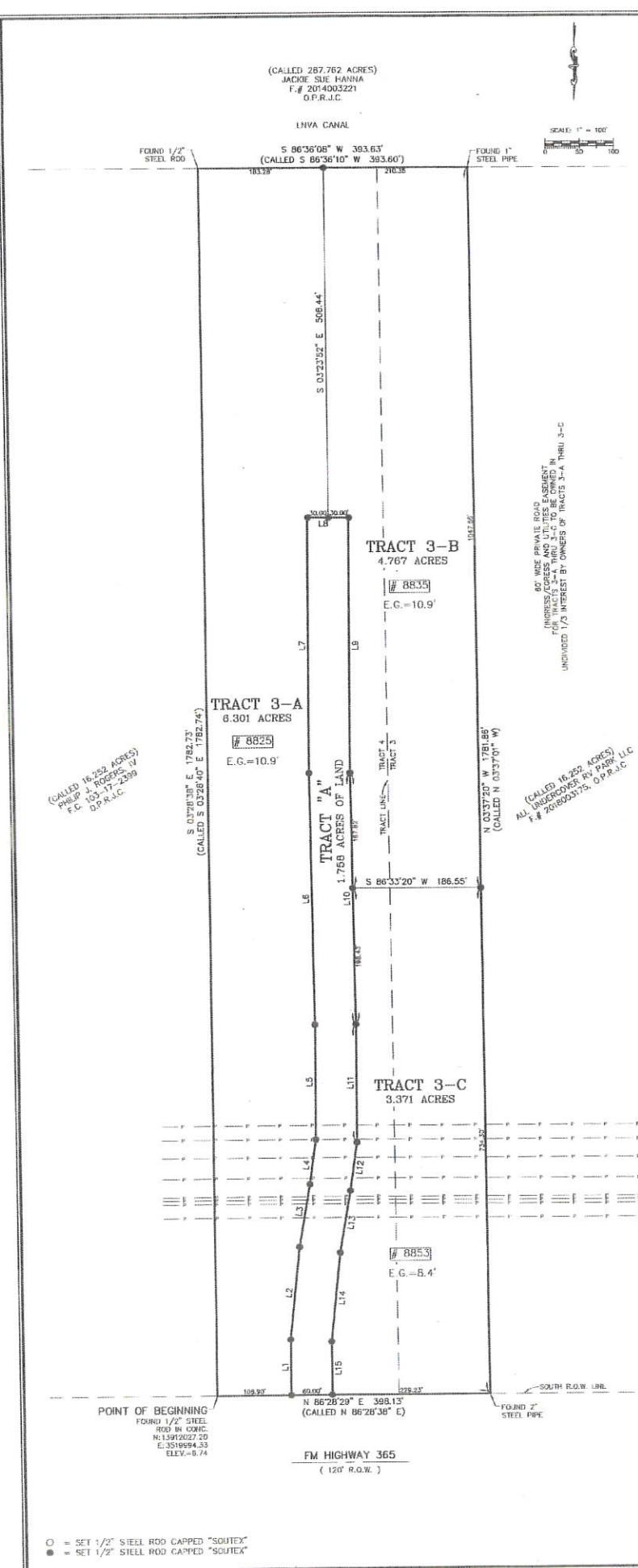
Attached is a PDF of Tract 3-A, 3-B, & 3-C, 16.198 Acres of Land, Replat of Part of Tracts 3 & 4, J.J. Burrell Estates Partition in the Bennett Blackman Survey Abstract No. 3, Jefferson County. This property is located at the corner of FM Highway 365 in Precinct #3. This plat is in the City of Port Arthur ETJ, it was approved by the City of Port Arthur Planning & Zoning Department and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, April 22, 2019.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us



TRACT 3-A, 3-B, & 3-C

16.197 ACRES OF LAND
REPLAT OF PART OF TRACTS 3 & 4
J.J. BURRELL ESTATE PARTITION
IN THE BENNETT BLACKMAN SURVEY
ABSTRACT NO. 3
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF JEFFERSON

WE, TRAVIS BURK & PAUL BURK, OWNERS OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF TRACTS 3-A, 3-B, & 3-C, 16.197 ACRES OF LAND, REPLAT OF PART OF TRACTS 3 & 4, J.J. BURRELL ESTATE PARTITION, VOL. 5, PG. 166, MAP RECORDS, LOCATED IN THE BENNETT BLACKMAN SURVEY, ABSTRACT NO. 3, JEFFERSON COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY AND DEDICATE TO THE PUBLIC USE EASEMENTS SHOWN THEREON FOREVER, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS OUR HANDS IN PORT ARTHUR, JEFFERSON COUNTY, TEXAS
THIS 5th DAY OF April, 2019

Travis Burk
OWNER TRAVIS BURK

Paul Burk
OWNER PAUL BURK

Municipal/ETJ note:
THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF PORT ARTHUR AREA OF EXTRA TERRITORIAL JURISDICTION.

School District Plat Note:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNET SCHOOL DISTRICT.

FEMA Flood Plain Note:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL #480385-C290-B, DATED 6/1/1983.

Utility Notes:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: N/A
WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFFERSON MUNICIPAL WATER DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: N/A
CABLE UTILITY SERVICE WILL BE PROVIDED BY: N/A

Sewage Disposal Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Individual Water Supply Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Pipeline Basement Note:
ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

Drainage Easement Note:
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

Benchmark(s):

BENCHMARK: NORTHWEST CORNER FOUND 1/2" STEEL ROD IN CONCRETE, ELEVATION 6.74'

THIS IS TO CERTIFY THAT THE CITY AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS,

THIS _____ DAY OF _____ 20____



ATTESTED AND APPROVED FOR ADMINISTRATION:

CHAIRMAN SECRETARY

Certificate of County Approval, to-wit:

STATE OF TEXAS COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE
____ DAY OF _____, A.D. 20____, AUTHORIZING THE FILING FOR RECORD
OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF
STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

Anthony M. Leger
Texas Registration No. 5481

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

JUDGE
JEFFERSON COUNTY, TEXAS

Certificate of Recording, to-wit:

STATE OF TEXAS COUNTY OF JEFFERSON

Certification of County Director of Engineering:

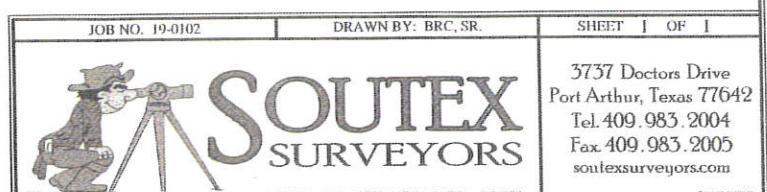
I, DON RAD, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT
THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF
THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

DIRECTOR OF ENGINEERING

Development Regulations Notes:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL
JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

| Required Clear Space for an OSSF (on Site Sewerage Facility) | | | | |
|--|--|--|--|--|
| Type of Facility | Usage Rate - Gallons per day (without water saving devices) | Required Clear Area for OSSF (sqft) | Usage Rate - Gallons per day (without water saving devices) | Required Clear Area for OSSF (sqft) |
| Single Family less than 1500 sqft | 225 | 6428 | 180 | 5143 |
| Single Family less than 2500 sqft | 300 | 8572 | 240 | 6857 |
| Single Family less than 3500 sqft | 375 | 10714 | 300 | 8571 |
| Single Family less than 4500 sqft | 450 | 12857 | 360 | 10286 |
| Single Family less than 5500 sqft or garage addition 1500 sqft or increment | 525 | 17857 | 420 | 12286 |
| | 75 | 60 | | |

FILED FOR RECORD _____, 20____ AT _____ O'CLOCK ____M.
CAROLYN L. GUIDRY, COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY _____ RECORDED _____, 20____ AT _____ O'CLOCK ____M.
CAROLYN L. GUIDRY, COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY _____ DEPUTY _____
RECORDED IN FILE NO. _____ OFFICIAL PUBLIC RECORDS



Special, April 22, 2019

There being no further business to come before the Court at this time,
same is now here adjourned on this date, April 22, 2019