

SPECIAL, 4/28/2014 1:30:00 PM

BE IT REMEMBERED that on April 28, 2014, 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 G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
April 28, 2014

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 28, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **28th** day of **April 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **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:

WORKSHOP: 11:00 a.m. – To discuss utilizing construction funding of the Keith Lake fish pass baffles as a match for grant funding for a construction project to reduce flooding in the Blind Lake Area.

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve, execute, receive and file a renewal for (IFB 12-016/JW), Term Contract for Adulticides for the Jefferson County Mosquito Control District with Clarke Mosquito Control Products, Inc. for a second additional (1) one year renewal from June 2, 2014 to June 1, 2015.

SEE ATTACHMENTS ON PAGES 8 - 8

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Receive and file a Professional Services Agreement (PROF 14-012/JW) with Surveying and Mapping, LLC for a Multi-beam Bathymetry Survey of breakwater on the western shoreline of Pleasure Island, Port Arthur, Texas, for a cost of \$9,346.00.

SEE ATTACHMENTS ON PAGES 9 - 14

Action: NONE

3. Consider and approve, execute, receive and file an agreement with LexisNexis and Jefferson County for Lexis.com access for Judge Tom Rugg of the 58th District Court. The agreement is for a three year term at a monthly cost of \$112.00 for year one, \$116.00 for year 2, and \$120.00 for year 3.

SEE ATTACHMENTS ON PAGES 15 - 20

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AIRPORT:

4. Consider the County commitment to the American Eagle minimum revenue guarantee.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
April 28, 2014

COUNTY AUDITOR:

5. Consider and approve budget transfer - Road & Bridge, Precinct 4 - additional cost.

114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$15,000.00	
114-0405-431-4018	ROAD MACHINERY	\$5,000.00	
114-0402-431-3079	CRUSHED STONE		\$20,000.00

SEE ATTACHMENTS ON PAGES 21 - 21

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

6. Consider and approve budget transfer - Constable, Precinct 1 - additional cost.

120-3065-425-5062	TRAVEL EXPENSE	\$2,000.00	
120-3065-425-1098	OVERTIME ALLOWANCE		\$2,000.00

SEE ATTACHMENTS ON PAGES 22 - 23

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

7. Consider and approve budget transfer - Constable, Precinct 6 - additional cost.

120-3070-425-5062	TRAVEL EXPENSE	\$1,025.00	
120-3070-425-1005	EXTRA HELP		\$1,025.00

SEE ATTACHMENTS ON PAGES 24 - 24

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

*Notice of Meeting and Agenda and Minutes
April 28, 2014*

8. Consider and approve applying for 2014 Port Security Grant. Requested Grant funding is \$54,000 with a cash match of \$18,000. Funding will be for replacement parts and equipment for Marine Unit. Match to be funded by Forfeiture Funds or Marine Unit.

SEE ATTACHMENTS ON PAGES 25 - 32

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

9. Receive and file Financial & Operating Statements for the Month Ending March 31, 2014.

SEE ATTACHMENTS ON PAGES 33 - 49

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

10. Regular County Bills -check #392942 through check #393202.

SEE ATTACHMENTS ON PAGES 50 - 58

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

COUNTY COMMISSIONERS:

11. Consider and possibly approve a Proclamation for the Bicentennial of the War of 1812.

SEE ATTACHMENTS ON PAGES 59 - 60

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

12. Consider, possibly approve, receive and file Amended 2014 Abatement Policy of Jefferson County.

SEE ATTACHMENTS ON PAGES 61 - 77

Action: TABLED

*Notice of Meeting and Agenda and Minutes
April 28, 2014*

13. Consider and possibly approve a Proclamation for Older Americans Month.

SEE ATTACHMENTS ON PAGES 78 - 78

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

14. Adopt Resolution and Order designating the County Grant Representative and authorizing the County Transportation Infrastructure Fund Grant Program Agreement and authorizing the County Judge to execute same.

SEE ATTACHMENTS ON PAGES 79 - 88

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

ADDENDUMS

ENGINEERING:

15. Consider and possibly authorize the County Judge to execute Overweight Vehicle Permits for Rutherford Oil Corp. LaBelle and Garner Roads in Precinct 2 in Jefferson County.

SEE ATTACHMENTS ON PAGES 89 - 105

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

16. Consider and approve a Resolution recognizing John B. Hebert for 16 years of dedicated service as an Aircraft/ Marine Mechanic to the Jefferson County Sheriff's Office and to the citizens of Jefferson County.

SEE ATTACHMENTS ON PAGES 106 - 106

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

Jeff R. Branick
County Judge

CONTRACT RENEWAL FOR IFB 12-016/JW
TERM CONTRACT FOR ADULTICIDES
FOR THE JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT

The County entered into a contract with Clarke Mosquito Control Products, Inc. for one (1) year, from June 4, 2012 to June 3, 2013, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a second additional (1) one year renewal from June 2, 2014 to June 1, 2015.

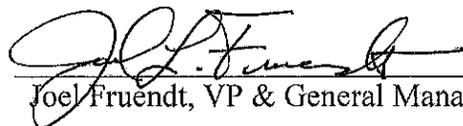
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Clarke Mosquito Control Products, Inc.


Joel Freundt, VP & General Manager

SUBCONSULTANT SERVICES AGREEMENT

THIS SUBCONSULTANT SERVICES AGREEMENT (the "Agreement") is entered into as of the 21st day of April, 2014, by JEFFERSON COUNTY with offices located at 1149 Pearl Street, Beaumont, Texas 77701 ("Jefferson County") and SURVEYING AND MAPPING, LLC, a Texas limited liability company, with offices at 4801 Southwest Parkway, Parkway Two, Suite 100, Austin, Texas 78735 ("Subconsultant").

WITNESSETH:

WHEREAS, JEFFERSON COUNTY has determined the need to subcontract certain of the services in support of a project known as the Contract for Multi-Beam Bathymetry of breakwater on the western shore of Pleasure Island, Port Arthur, Texas (the "Project"), and Subconsultant has agreed to provide same in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises exchanged herein, the parties do mutually agree as follows:

SUBCONSULTANT SERVICES

1. Scope of Services: Subconsultant shall perform, to JEFFERSON COUNTY's satisfaction, those services set forth in Exhibit A, attached hereto and made a part hereof (the "Services").

INDEPENDENT CONTRACTOR

2. Subconsultant represents that it will, at its sole cost and risk i) perform the Services as an independent contractor, ii) utilize only personnel who are fully qualified, and, if required, licensed by all applicable regulatory bodies, iii) be responsible for all payroll taxes, withholding and other obligations applicable to its status as an independent contractor. Neither Subconsultant nor any person acting on its behalf will represent to others that they are a JEFFERSON COUNTY employee or have the right to bind JEFFERSON COUNTY in any capacity, except to the extent authorized by JEFFERSON COUNTY in writing.

COMPENSATION

3. For the performance of the Services, JEFFERSON COUNTY shall compensate the Subconsultant in accordance with the terms set forth in Exhibit A.
4. Subconsultant will not be entitled to any further compensation for Services provided under this Agreement, except by means of the change order process provided for below, or as otherwise agreed to in writing by JEFFERSON COUNTY.

PAYMENT

5. Subconsultant shall invoice JEFFERSON COUNTY on a monthly basis. Subconsultant agrees to provide such supporting documentation for each invoice as JEFFERSON COUNTY may reasonably require. JEFFERSON COUNTY shall pay each invoice properly submitted by and due Subconsultant within thirty (30) days of the receipt of invoice by JEFFERSON COUNTY for Services covered by Subconsultant's invoice unless otherwise required by law.

STANDARD OF CARE

6. Subconsultant shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the professional land surveying industry working under similar circumstances.

COMPLIANCE WITH REGULATIONS

7. Subconsultant shall comply with the all federal, state and local regulations and ordinances in the performance of the Services hereunder.
8. Subconsultant, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

SCHEDULE AND DELAYS

9. The Subconsultant shall perform the Services in accordance with the Schedule set forth on Exhibit A, attached hereto and made a part hereof. Subconsultant shall notify JEFFERSON COUNTY orally as soon as practicable and in writing following any event or condition impacting its ability to meet the Schedule. Such written notification will include the steps contemplated or actually taken by Subconsultant to mitigate the effect of such delay, and will, if required by JEFFERSON COUNTY, be followed within ten (10) days by a detailed written proposal for mitigation. Delays caused by matters outside of Subconsultant's control may be eligible for an equitable adjustment in schedule and/or compensation.

INSURANCE

10. Subconsultant shall effect and maintain during the performance of the Agreement, the following insurance coverage at its own cost and expense.

Required Insurance Coverage and Limits	
(1)	<p>Workers' Compensation Statutory</p> <p>To the extent permitted by law, a waiver of subrogation in favor of JEFFERSON COUNTY. Coverage must include, if applicable, U.S. Harbor Worker's and Longshoremen's, Outer Continental Shelf, and Jones Act coverage</p>
(2)	<p>Employer's Liability \$ 1,000,000 per occurrence</p>
(3)	<p>Commercial General and Contractual Liability \$ 1,000,000 per occurrence</p> <p>Must include: XCU (explosion, collapse, and underground) hazard coverage, premises operations, independent contractors, products and completed operations, broad form contractual, personal injury, and broad form property damage. Where the Services involve diving, Diver's Liability must be included. JEFFERSON COUNTY must be named as additional insured, which coverage shall be primary and non-contributing.</p>
(4)	<p>Automobile Liability \$ 1,000,000 per occurrence</p> <p>Must include owned, non-owned, and hired vehicles. If any hazardous substances are transported must include a MCS-90 endorsement and Motor Carriers Act of 1980 coverage applicable in the jurisdiction where the operations of the insured are performed. JEFFERSON COUNTY must be named as additional insured, which coverage shall be primary and non-contributing.</p>
(5)	<p>Umbrella Liability \$ 2,000,000 aggregate</p> <p>In excess of (2), (3), and (4) above.</p>
(6)	<p>Contractor's Pollution Liability \$ 5,000,000 per claim/aggregate</p> <p>Required if Services involve invasive Services (including, without limitation, drilling or digging) or hazardous substances. If the Services include asbestos abatement, Asbestos Liability must be included. If the Services include transportation, treatment, or disposal, such activities must be insured under the policy. JEFFERSON COUNTY must be named as additional insured, which coverage shall be primary and non-contributing.</p>
(7)	<p>Professional Liability \$ 1,000,000 per claim / aggregate</p> <p>Required if performing professional services.</p> <p>Required if using aircraft, including helicopters. Coverage must not exclude War and Terrorism coverage. JEFFERSON COUNTY must be named as an additional insured, which coverage shall be primary and non-contributing. A waiver of subrogation in favor of JEFFERSON COUNTY is required.</p>
(8)	<p>Marine Liability \$ 10,000,000 per occurrence</p> <p>Required if using watercraft. Must include Charterers' Liability and Hull Protection and Indemnity. JEFFERSON COUNTY must be named as an additional insured, which coverage shall be primary and non-contributing.</p>

11. Subconsultant shall, prior to commencing Services, furnish JEFFERSON COUNTY with certification evidencing the required insurance together with endorsements providing the additional insured requirements set forth above, and that at least thirty (30) days prior written notice will be provided to JEFFERSON COUNTY of cancellation or material change in any of the policies. Such certifications shall be issued by an Insurance carrier(s) reasonably acceptable to JEFFERSON COUNTY.

TERMINATION

12. This Agreement may be terminated by JEFFERSON COUNTY upon seven (7) days written notice in the event of failure by the Subconsultant to cure each default identified in JEFFERSON COUNTY's notice (Termination for Cause).
13. In the event of termination for cause, Subconsultant shall be compensated for all services satisfactorily performed and accepted by JEFFERSON COUNTY and for all costs incurred up to the effective date of termination for which Subconsultant has not been previously compensated. Provided however, that all costs and charges incurred by JEFFERSON COUNTY to complete the services beyond the total compensation available under this Agreement when terminated shall be deducted from any compensation due or which may become due to the Subconsultant.
14. In the event of termination for convenience, Subconsultant shall be compensated on a time and materials basis for all Services performed up to the effective date of termination, plus an equitable adjustment to reflect reasonable termination costs.
15. Upon receipt of Notice of Termination, Subconsultant will discontinue Services, unless otherwise directed, and deliver to JEFFERSON COUNTY all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Subconsultant in the performance of the services under this Agreement, whether completed or in process.

SUCCESSORS AND ASSIGNS

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

CHANGES

17. JEFFERSON COUNTY may, in writing, make changes (hereinafter an "Amendment") to the Services to be performed by Subconsultant hereunder, including but not limited to, increasing or decreasing the Services. Provided circumstances permit, JEFFERSON COUNTY and Subconsultant shall negotiate any change to the Schedule or compensation payable prior to JEFFERSON COUNTY issuing the Amendment. In the event Subconsultant is of the opinion that an event has occurred which entitles it to an extension of the Schedule or additional compensation it shall notify JEFFERSON COUNTY in writing of that fact within ten (10) days of such occurrence and provide detailed information justifying its claim

DISPUTES

18. Unless otherwise required by law, all disputes arising under this Agreement will be governed exclusively in accordance with the laws of the State of Texas, without regard to choice of law rules. The parties agree to attempt to resolve disputes through good faith negotiation. If resolution is not achieved by negotiation, the parties agree to the use of binding arbitration conducted in Austin, Texas, by means of the American Arbitration Association utilizing its Construction Industry Arbitration Rules.

NOTICES

19. All notices required or permitted under this Agreement shall be deemed to have been sufficiently given if in writing and delivered to the appropriate party at the address which appears on the signature page of this Agreement (unless modified by written notice) given personally, by United States mail (return receipt requested), or by a nationally recognized overnight courier service. All notices shall be effective upon the date of delivery certified to by the carrier. Notices given by mail or courier shall also be transmitted by facsimile at the time of mailing.

WAIVER

20. No failure or waiver or successive failures or waivers on the part of JEFFERSON COUNTY, its successors or assigns, in the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any condition, covenant, or article nor render the same invalid, nor impair the right of JEFFERSON COUNTY, its successors or assigns to enforce the same in the event of any subsequent breaches by Subconsultant.

MERGER

21. This Agreement represents the entire and integrated agreement between JEFFERSON COUNTY and Subconsultant and supersedes and replaces all terms and conditions and prior agreements, arrangements, proposals, correspondence, negotiations or representations, written or oral, with respect to this Project.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its authorized representative as of the day and year first written above.

SUBCONSULTANT:

SURVEYING AND MAPPING, LLC

By: *Michael R. Hatcher*
Name: Michael R. Hatcher
Title: Sr. Vice President

Date: April 14, 2014

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Telephone: 512.447.0575
Facsimile: 512.326.3029

JEFFERSON COUNTY:

JEFFERSON COUNTY

By: *Jeff R. Branick*
Name: Jeff R. Branick
Title: Jefferson County Judge

Date: April 21, 2014

Jefferson County
1149 Pearl Street
Beaumont, Texas 77701
Telephone: 409-835-8466
Facsimile: 409-839-2311

ATTEST *A. Good - Chief Deputy*
DATE 4/21/14



EXHIBIT A**SCOPE OF SERVICES/FEES/SCHEDULE****Basic Services**

Subconsultant will perform the Services described as provided on the attached Proposal dated April 7, 2014 as Attachment 1 which is incorporated herein for all intents and purposes.

Compensation

Subconsultant shall be compensated as provided on the attached Proposal dated April 7, 2014 as Attachment 1.

Schedule

The attached Proposal dated April 7, 2014 as Attachment 1 will serve as an overall guide to schedule performance.



Surveying And Mapping, LLC
4801 Southwest Parkway, Building Two, Suite 100, Austin, TX 78735
Ofc 512.447.0575 Fax 512.326.3029
sam@sam.biz www.sam.biz

ATTACHMENT 1

April 7, 2014

Via Email: bworsham@ljaengineering.com

Bill Worsham
LJA Engineering, Inc.
5316 Highway 290 West, Suite 150
Austin, Texas 78735

RE: Proposal for Multi-beam Bathymetry Survey of breakwater on the western shoreline of Pleasure Island, Port Arthur, Texas

Dear Mr. Worsham,

I am pleased to offer this proposal on behalf of Surveying And Mapping, LLC (SAM) in support of your above-referenced project. SAM will provide all of the labor and material required to perform a multi-beam survey of an 850-foot-long breakwater along the western shoreline of Pleasure Island. The survey will extend from the breakwater to the toe of the channel slope (roughly 110-140 feet). The multi-beam mount will be tilted at a 15-degree angle, which should provide coverage of the breakwater to within about 1.5 feet of the water surface. Water depths will be recorded using a 400-kHz (or higher frequency) multi-beam sensor equivalent to an R2Sonic 2024 or RESON 7125. Multi-beam soundings will be compensated for the motion of the sounder in all axes of movement using an inertial motion unit. Geographic positions will be provided by a dual-GPS heading system receiving differential or RTK corrections. Water surface elevations will be provided either by reference to an established tide gauge or by RTK GPS. Deliverables will consist of electronic files including a cleaned and edited xyz point cloud in ASCII format and a bathymetric contour map in CAD or GIS format. All water depths will be tidally corrected and converted to elevations referenced to your choice of vertical datum. The estimated cost is \$9,346.

Should you have any questions, please do not hesitate to contact me at 512-685-3574 or by email at rgearhart@sam.biz.

Sincerely,

A handwritten signature in cursive script that reads 'Robert Gearhart'.

Robert Gearhart
Sr. Project Manager

cc: Pat Smith, RPLS
Steve Knodell, RPLS



Fixed Price Agreement for State/Local Government Pricing

You ("Customer") have requested a subscription from LexisNexis, ("LN" or "LexisNexis") to the LexisNexis® online research services (the "Online Services") listed below. In addition to the terms set forth below, access to the Online Services shall be subject to the terms and conditions set forth at www.lexisnexis.com/terms/government, which includes the General Terms & Conditions for Use of the Online Services and the applicable Price Schedule (the "Subscription Agreement"). The Subscription Agreement shall be incorporated by reference into this Agreement.

All use of LN Products and Services ordered herein must comply fully with this Agreement.

1 Commitment Term and Monthly Commitment. In exchange for access to the LN Products and Services set forth below, Customer will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below. The term of this Agreement shall begin on the first date set forth below and shall end on the last date set forth in the chart below (the "Commitment Term").

CUSTOMER

BY: _____
(AUTHORIZED CUSTOMER SIGNATURE)

NAME: _____

TITLE: _____

DATE: _____

This Agreement is subject to acceptance by LN. Acceptance by LN shall be evidenced by the granting of access to the LN Products and Services set forth herein.

[MUST BE COMPLETED BY CUSTOMER]	
NUMBER OF JUDGES: _____	NUMBER OF ATTORNEYS: _____
NUMBER OF GOVERNMENT PROFESSIONALS: _____	
Total number of above in Customer's agency as of signature date above. (see Section 5):	
_____	_____
Reference Number	Initials

Commitment Term				Monthly Commitment
Beginning	Activation	To	5/31/14	\$0
Beginning	6/1/14	To	5/31/15	\$112
Beginning	6/1/15	To	5/31/16	\$116
Beginning	6/1/16	To	5/31/17	\$120
Beginning		To		\$
Beginning		To		\$

2 Preferred Services. Customer's subscription shall include the LN Products and Services indicated in the table below which shall be referred to collectively as the "Preferred Services":

PREFERRED SERVICES		
I. ONLINE SERVICES		
ONLINE SERVICES/MENU DESCRIPTION	SOURCE/MENU NO.	SHEPARDS
(a) Texas Enhanced	CDENTX	Full
(b) Gov National Primary	GSLX0	Full
(c) News Lg. Group File	SUB625	
(d) Law Reviews & Journals	SB0078	
(e) TX Litigation/Trans Guide	MBTX04	
(f) TX Criminal Guide	MBTX10	
(g) C/C Attorney Premium	ZZYXRC	
(h) MB Employment	MBEMP1	

See attached Rider No. 1 for additional Preferred Services

3 Charges, Renewal Terms, and Payment Terms.

3.1 In exchange for access to the Preferred Services, Customer will pay to LN the Monthly Commitments set forth in Section 1. The Monthly Commitments include all charges for use of the Preferred Services. The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions. In addition to the Monthly Commitments, Customer may elect to have access to and use of materials and features outside of the Preferred Services, by initialing below, or by notifying LN at a later date. If elected, Customer will also pay to LN charges for such use in accordance with the Price Schedule ("Alternate Access Charges").

Subscriber elects access to the Alternate Pricing Materials

(Initial)

3.2 Customer may not terminate this Agreement under Section 5.2 of the General Terms during the Commitment Term. This Agreement may be terminated by Customer after the fourth Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Agreement may also be terminated by Customer on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

3.3 Each Monthly Commitment and Alternate Access Charges are due and payable within 30 days from receipt of invoice. If a Monthly Commitment or Alternate Access Charges not the subject of a legitimate dispute should remain unpaid for more than 75 days after becoming due, then LN reserves the right to require each remaining unpaid Monthly Commitment for the Commitment Term to immediately be paid in full to LN. LN may temporarily suspend access to any or all of the LN Products and Services provided under this Agreement until all unpaid amounts are paid in full. Amounts which have not been paid within 30 days after the invoice date may thereafter, until paid, be subject to interest charges at a rate not to exceed that permitted under New York law, at the sole discretion of LN. Customer shall pay LN the then-current non-sufficient funds fee for all returned checks. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Customer more than 24 months after such amounts were first billed to Customer.

3.4 Included in Customer's *lexis.com*® subscription, Customer will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Customer's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Customer's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Customer will have access to the same content in Lexis Advance as it currently has access to under this Agreement, including Customer's access to materials outside its subscription (e.g., if Customer currently has access to out-of-plan usage, Customer will have access to content on a transactional basis in Lexis Advance). If Customer has access to out-of-plan content in Lexis Advance, Customer agrees to pay the then-current transactional charges for such content as such charges are available to Customer in the Lexis Advance user interface at the time the document is accessed. Although Customer will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Customer will be given the option to purchase these upgrades at its discretion.

4 AUTHORIZED USERS FOR ONLINE SERVICES. This Agreement relates only to the Customer's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized Users" shall have the meaning set forth in the General Terms & Conditions for Use of the Online Services.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
TBD	Beaumont, TX

5 CERTIFICATION. Customer certifies to the number of judges, attorneys and government professionals on page 1 of this Agreement ("Reference Number"). Throughout the Term, Customer will notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Customer will recertify to the Reference Number.

6 SUPPORT AND TRAINING

During the Term, Customer, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorized the periodic distribution of memos or other communications by LN and/or Customer to Authorized Users; and
- (d) The period review with LN of Customer's Authorized User's use of materials and training under this Agreement.

7 MISCELLANEOUS

7.1 LN makes certain terms and other information applicable to this Agreement available online on the World Wide Web at one or more sites identified by LN. Customer acknowledges that it has access to the World Wide Web.

7.2 To the extent any terms and conditions of this Section are in conflict with other applicable terms, such terms and conditions shall be resolved in the following order of precedence: this Agreement, then the applicable online terms referenced above.

7.3 The prices and other terms in this Agreement are subject to change if Customer has not submitted a signed original or copy on or before 4/29/14, which will be the closed offer date.

CUSTOMER INFORMATION (Please type or print):

1. Organization Name (Full Legal Name): 58TH DISTRICT COURT
2. Physical Address: 1149 PEARL STREET
 City: BEAUMONT State: TX Zip: 77701
3. County: JEFFERSON 4. Country: USA
5. Telephone Number: 409-835-8434 6. Fax Number: 409-835-8552
7. Invoice Address (email and physical address): _____
8. Name of Contact, Telephone Number and Email Address for the following:
 Installation: Hon. Tom Rugg 409-835-8434 _____
 Billing: _____
 Policy/Legal Notification: _____
 Scheduling/Training: _____
9. Parent Company (if applicable): _____
10. Type of Organization (Check/complete all that apply):
 Publicly Traded Company: Ticker Symbol: _____ Exchange: _____
 Private Corporation: Sole Proprietor Partnership/LLC
 Law Firm: No. of Attorneys: _____ Practicing Area of Law: _____
 No. of Employees: _____ No. of years in business: _____ No. of years at address: _____
 If less than 6 months at an address, provide previous address: _____
11. Business/Professional License No: _____ 12. Employer Identification Number: _____
13. Date Issued/Expiration Date: _____ 14. Issuing State: _____
15. Dun & Bradstreet No. or Martindale-Hubbell Rating: _____
16. Tax Exempt: Yes (attach Sales Tax Exemption Certificate) No
17. Organization Web Address: _____

BANKING INFORMATION (Please type or print):

1. Organization Name: 58th District Court
2. Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic: _____

<input type="checkbox"/> Select method of credit card payment <input type="checkbox"/> VISA <input type="checkbox"/> AMEX	<input type="checkbox"/> MasterCard <input type="checkbox"/>	←OR →	<input type="checkbox"/> Automatic Debit to Checking Account (attach copy of voided check)
------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------	----------	--------------------------------------------------------------------------------------------

Credit Card #: _____ - _____ - _____ - _____ Exp Date: _____

3. No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: _____

Bank #: _____ Account #: _____



Rider No. 1 to Subscription Agreement
and/or Amendment
between Subscriber and LexisNexis

Subscriber Name: <u>58th District Judge</u>
Subscriber Participating Billgroup(s): _____
Begin date of Amendment: <u>8/2014</u>

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	NUMBER OF USERS TO SHEPARD'S
(11)	Administrative Law MB	ZZZZ6H	0
(12)	MB TX Real Estate	TX0004	0
(13)	Pros/PD Premium	ZZYXRD	0
(14)	Fed Pattern Jury Instr	MB0175	0
(15)	Law Enfor/Civil Rights Liability	ZZZYWV	0
(16)	Police Civil Liability	ZZYXSQ	0
(17)	TX BPM	ZZYY8U	0
(18)	All BPM	SLCTFL	0
(19)			0
(20)			0
(21)			0
(22)			0
(23)			0
(24)			0
(25)			0



EVERETTE "BO" ALFRED
COUNTY COMMISSIONER
 PRECINCT 4
 P. O. Box 4025
 Beaumont, Texas 77704-4025

MARIO WATKINS
 Executive Assistant

KENNETH MINKINS
 Superintendent
 Precinct 4 – Service Center

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred

Date: April 21, 2014

RE: Transfer Funds

Please transfer **\$15,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-08 (Automobiles and Trucks); and

Please transfer **\$5,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

EA/nr

JEFFERSON COUNTY CONSTABLE**PRECINCT-1****COLEY "NICK" SALEME***Joe "QB" Stevenson, Chief Deputy***Memo**

Date: April 17, 2014
To: Fran Lee, Financial Manager
From: Constable's Office Precinct 1 **Fax #:** (409) 839-2369
RE: Transfer Line Item
Priority: [Urgent]

Line-item Transfer AmendmentDATE: April 17, 2014Honorable 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 3065 425	10-98	\$2,000.00
To:	TRAVEL EXPENSE	120 3065 425	50-62	\$2,016.74
Reason:	Amount to Cover Requisition			

Coley "Nick" Saleme

 Department Head

 Approved: County Judge for Commissioners Court

 Attest: County Clerk

Travel Expenses

Name	Precinct 1 Constable's Office		
Purpose	Travel Expense	Approved by	

Trip	Dates	Hours	How spent
Texas City	4/17/2013	8 hr TCOLE CR	Taser Conducted Electrical Weapon Course
Huntsville	May 13-16, 2014	32 hr TCOLE Cr	New Supervisor's Course, LEMIT
Huntsville	July 10-11, 2014	20 hr TCOLE Cr	Basic Civil Process, LEMIT

Expenses	Dates	Details				Amount
Transportation		<input type="checkbox"/> Air	<input type="checkbox"/> Taxi	<input type="checkbox"/> Rental car	<input checked="" type="checkbox"/> Other	
Incidentals		<input type="checkbox"/> Air	<input type="checkbox"/> Taxi	<input type="checkbox"/> Rental car	<input type="checkbox"/> Other	
		<input type="checkbox"/> Air	<input type="checkbox"/> Taxi	<input type="checkbox"/> Rental car	<input type="checkbox"/> Other	
		<input type="checkbox"/> Air	<input type="checkbox"/> Taxi	<input type="checkbox"/> Rental car	<input type="checkbox"/> Other	
County Vehicle	Constable Saleme	Mileage				
Lodging / CNS	May 12-16, 2014	Comfort Suites @ \$77.00/night plus local tax				\$354.20
Lodging / CNS	July 9-11, 2014	University Hotel @ \$77.95/night plus local tax				308.00
Lodging / SMS	July 9=11, 2014	University Hotel @ 77.95/night plus local tax				308.00
		Location				
Meals	May 12-16, 2014	One Evening and 4 days				187.00
	July 9-11, 2014	One Evening and 2 days Constable				105.00
	July 9-11, 2014	One Evening and 2 days / Deputy Spikes				105.00
	April 17, 2014	One Day – Constable				41.00
Registration Fees	April 17, 2014	Taser Electr. Weapon Course /CNS,JMR,VAS				60.00
Registration Fees	May 13-16, 2014	New Supervisor Course				\$250.00
Registration Fees						
Registration Fees						
Subtotal					\$1,718.20	

Signature	Date

Please attach receipts for all listed expenses, sign the form and send to the Accounting Department.



Memo

Dana A. Baker, Sr.
Constable, Precinct Six

Date: 4/23/14
To: Fran Lee, Financial Manager
From: Constable's Office Precinct 6 Fax #: 839-2390
RE: Transfer Line Item
Priority: [Urgent]

Line-item Transfer Amendment

DATE: April 23, 2014

Honorable Commissioners Court of Jefferson County:
I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Extra Help	120 3070 425	10- 205	\$1,025.00
To:	Travel Expense	120 3070 425	50-62	
Reason:	Amount to Cover Requisitions for Travel			

Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk



FEMA

Grant Programs Directorate Information Bulletin
No. 394
March 18, 2014

MEMORANDUM FOR: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All Urban Areas Security Initiative Points of Contact
All State Homeland Security Directors
All State Emergency Management Agency Directors
All Eligible Regional Transit Agencies
All Private Sector Transportation Security Partners
All Public and Private Sector Port Security Partners
All Tribal Nation Points of Contact

FROM: Brian Kamoie
Assistant Administrator for Grant Programs
Federal Emergency Management Agency

SUBJECT: Fiscal Year 2014 Program Funding Opportunity Announcements

Today, the Grant Programs Directorate (GPD), a component of the Department of Homeland Security's Federal Emergency Management Agency (FEMA), is announcing the availability of the Fiscal Year (FY) 2014 Program Funding Opportunity Announcements (FOA). This bulletin provides details on the six FY 2014 preparedness grant programs being made available. The FOAs being released today represent \$1,616,346,000 in FY 2014 federal assistance. These FOAs are available online at <http://www.fema.gov/grants> and at <http://www.grants.gov>.

FOAs are available for the following programs:

- Homeland Security Grant Program (HSGP)
- Tribal Homeland Security Grant Program (THSGP)
- Nonprofit Security Grant Program (NSGP)
- Intercity Passenger Rail – Amtrak (IPR) Program
- Port Security Grant Program (PSGP)
- Transit Security Grant Program (TSGP)

Note: The Emergency Management Performance Grant (EMPG) Funding Opportunity Announcement (FOA) were released March 10, 2014.

The FY 2014 Preparedness Grants play an important role in the implementation of the National Preparedness System by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the

National Preparedness Goal (the Goal): Prevention, Protection, Mitigation, Response, and Recovery.

Detailed guidance and application instructions for all grant programs are provided at <http://www.fema.gov/grants>.

Eligible applicants must apply for funding through the Grants.gov portal, accessible on the Internet at <http://www.grants.gov>. When applicants apply through <http://www.grants.gov>, applicants must submit the Standard Form 424 in the initial Grants.gov application. The FEMA Non-Disaster (ND) Grants system will retrieve the Standard Form 424 directly from the Grants.gov system and will automatically populate the relevant data fields in the ND Grants application. To allow sufficient time for FEMA to conduct an initial eligibility review of the application prior to the final submission deadline, **grantees are encouraged to initiate and complete the Standard Form 424 submission within Grants.gov by no later than ten days prior to the end of the application period** for all programs. Upon the completion of the initial review, FEMA will determine whether an application is eligible to proceed further and will notify the applicant to complete their submission by fulfilling additional application requirements (e.g., Budget, Investment Justification, Work Plan, etc.) by no later than **May 23, 2014** for all programs. Completed final applications for all grant programs must be submitted no later than **11:59 PM EDT, May 23, 2014**.

The application must be complete and only final submissions made through the ND Grants system located at <https://portal.fema.gov> will be accepted. If you need assistance registering for the ND Grants system, please contact FEMA's Enterprise Service Desk at (888) 457-3362. Applicants are encouraged to begin their ND Grants registration at the time of solicitation to ensure they have adequate time to start and complete their application submission.

Additional questions may be directed to the FEMA Headquarters Program Analyst (PA) or the Centralized Scheduling and Information Desk (CSID) at askcsid@dhs.gov or (800) 368-6498.

A summary of eligible applicants and deadlines is included in Appendix A. Specific allocations for programs marked with an asterisk (*) are included in Appendix B.

FY 2014 Homeland Security Grant Program (HSGP)

The HSGP is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the Nation against risks associated with acts of terrorism and other catastrophic events. The HSGP is comprised of three related grant programs:

*State Homeland Security Program (SHSP)**. In FY 2014, the SHSP provides \$401,346,000 to support building and sustaining core capabilities. Capability targets are established during the State, Urban Area, and regional Threat and Hazard Identification and Risk Assessment (THIRA) process, and assessed in the State Preparedness Report (SPR) to inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Urban Areas Security Initiative (UASI).* In FY 2014, the UASI program provides \$587,000,000 to address the unique risk-driven and capabilities-based needs of high-threat, high-density Urban Areas. Based on the capability targets identified during the THIRA process and associated assessment efforts, UASI program funds assist grantees in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) Only: Per Section 2006 of the *Homeland Security Act of 2002* (Public Law 107-296), as amended (6 U.S.C. § 607), FEMA requires that states dedicate at least 25 percent (25%) of the combined HSGP funds allocated under SHSP and UASI toward law enforcement terrorism prevention activities (LETPA) linked to one or more core capabilities within the Goal. The LETPA allocation can be from SHSP, UASI, or both.

Operation Stonegarden (OPSG). In FY 2014, OPSG provides \$55,000,000 to support enhanced cooperation and coordination among local, tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with international water borders.

FY 2014 Tribal Homeland Security Grant Program (THSGP)

In FY 2014, the THSGP provides up to \$10,000,000 to directly eligible tribes to support the building, sustainment, and delivery of core capabilities to enable Tribes to strengthen their capacity to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other hazards.

FY 2014 Nonprofit Security Grant Program (NSGP)

In FY 2014, the NSGP provides \$13,000,000 in funding support for hardening and other physical security enhancements to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific UASI-eligible Urban Areas. The program seeks to integrate the preparedness activities of nonprofit organizations that are at high risk of terrorist attack with broader state and local preparedness efforts. The NSGP also serves to promote coordination and collaboration in emergency preparedness activities among public and private community representatives as well as state and local government agencies.

FY 2014 Intercity Passenger Rail – Amtrak (IPR) Program

In FY 2014, the IPR Program provides \$10,000,000 to the National Passenger Railroad Corporation (Amtrak) to protect critical surface transportation infrastructure and the traveling public from acts of terrorism and to increase the resilience of the Amtrak rail system.

FY 2014 Port Security Grant Program (PSGP)*

In FY 2014, the PSGP provides \$100,000,000 to directly support maritime transportation infrastructure security activities. PSGP is one tool in the comprehensive set of measures authorized by Congress and implemented by the Administration to strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks. FY 2014 PSGP funds are intended to improve port-wide maritime security risk management; enhance maritime domain awareness; support maritime security training and exercises; and to maintain or reestablish

maritime security mitigation protocols that support port recovery and resiliency capabilities. PSGP investments must address U.S. Coast Guard (USCG) identified vulnerabilities in port security and support the prevention, protection, response, and recovery from attacks involving improvised explosive devices (IED) and other non-conventional weapons.

FY 2014 Transit Security Grant Program (TSGP)

In FY 2014, the TSGP provides \$90,000,000 to directly support transportation infrastructure security activities. TSGP is one tool in the comprehensive set of measures authorized by Congress and implemented by the Administration to strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks. TSGP provides funds to eligible publicly owned operators of public transportation (which include intra-city bus, commuter bus, ferries, and all forms of passenger rail) to protect critical surface transportation infrastructure and the traveling public from acts of terrorism and to increase the resilience of transit infrastructure.

Appendix A

Table 1. Eligible Applicants and Deadlines

Program		Eligible Applicants	Application Deadline	Action on Applications
HSGP	SHSP	SAA	No later than 11:59 p.m. EST, May 23, 2014	FEMA will evaluate, act on applications, and make awards on or before September 30, 2014
	UASI			
	OPSG			
THSGP		Directly eligible tribes	No later than 11:59 p.m. EST, May 23, 2014	FEMA will evaluate, act on applications, and make awards on or before September 30, 2014
NSGP		SAA on behalf of nonprofit organizations within eligible Urban Areas	No later than 11:59 p.m. EST, May 23, 2014	FEMA will evaluate, act on applications, and make awards on or before September 30, 2014
IPR		National Passenger Railroad Corporation (Amtrak)	No later than 11:59 p.m. EST, May 23, 2014	FEMA will evaluate, act on applications, and make awards on or before September 30, 2014
PSGP		All entities covered by an Area Maritime Security Plan (AMSP), including 145 specifically identified critical ports	No later than 11:59 p.m. EST, May 23, 2014	FEMA will evaluate, act on applications, and make awards on or before September 30, 2014
TSGP		Eligible transit agencies are determined based on daily unlinked passenger trips (ridership) and transit systems that serve historically eligible UASI jurisdictions. Certain ferry systems are eligible to participate in the FY 2014 TSGP and receive funds	No later than 11:59 p.m. EST, May 23, 2014	FEMA will evaluate, act on applications, and make awards on or before September 30, 2014

Appendix B

Table 1. FY 2014 SHSP Allocations

State/Territory	FY 2014 Allocation	State/Territory	FY 2014 Allocation
Alabama	\$3,733,000	Montana	\$3,733,000
Alaska	\$3,733,000	Nebraska	\$3,733,000
American Samoa	\$854,000	Nevada	\$3,733,000
Arizona	\$4,568,000	New Hampshire	\$3,733,000
Arkansas	\$3,733,000	New Jersey	\$8,354,000
California	\$60,035,000	New Mexico	\$3,733,000
Colorado	\$3,979,000	New York	\$76,742,000
Connecticut	\$3,978,000	North Carolina	\$5,489,000
Delaware	\$3,733,000	North Dakota	\$3,733,000
District of Columbia	\$4,119,000	Northern Mariana	\$854,000
Florida	\$11,010,000	Ohio	\$7,698,000
Georgia	\$6,807,000	Oklahoma	\$3,733,000
Guam	\$854,000	Oregon	\$3,837,000
Hawaii	\$3,733,000	Pennsylvania	\$10,026,000
Idaho	\$3,733,000	Puerto Rico	\$3,733,000
Illinois	\$16,357,000	Rhode Island	\$3,733,000
Indiana	\$3,978,000	South Carolina	\$3,733,000
Iowa	\$3,733,000	South Dakota	\$3,733,000
Kansas	\$3,733,000	Tennessee	\$3,978,000
Kentucky	\$3,978,000	Texas	\$21,448,000
Louisiana	\$3,978,000	U.S. Virgin Islands	\$854,000
Maine	\$3,733,000	Utah	\$3,733,000
Maryland	\$6,125,000	Vermont	\$3,733,000
Massachusetts	\$5,622,000	Virginia	\$7,414,000
Michigan	\$6,658,000	Washington	\$6,493,000
Minnesota	\$3,978,000	West Virginia	\$3,733,000
Mississippi	\$3,733,000	Wisconsin	\$3,978,000
Missouri	\$3,978,000	Wyoming	\$3,733,000
Total			\$401,346,000

Table 2. FY 2014 UASI Allocations

State/Territory	Funded Urban Area	FY 2014 UASI Allocation
Arizona	Phoenix Area	\$5,500,000
California	Anaheim/Santa Ana Area	\$5,500,000
	Bay Area	\$27,400,000
	Los Angeles/Long Beach Area	\$67,500,000
	Riverside Area	\$1,000,000
	Sacramento Area	\$1,000,000
	San Diego Area	\$16,874,000
Colorado	Denver Area	\$3,000,000
District of Columbia	National Capital Region	\$53,000,000
Florida	Miami/Fort Lauderdale Area	\$5,500,000
	Orlando Area	\$1,000,000
	Tampa Area	\$3,000,000
Georgia	Atlanta Area	\$5,500,000
Hawaii	Honolulu Area	\$1,000,000
Illinois	Chicago Area	\$69,500,000
Indiana	Indianapolis Area	\$1,000,000
Louisiana	New Orleans Area	\$3,000,000
Maryland	Baltimore Area	\$5,500,000
Massachusetts	Boston Area	\$18,000,000
Michigan	Detroit Area	\$5,500,000
Minnesota	Twin Cities Area	\$5,500,000
Missouri	Kansas City Area	\$1,000,000
	St. Louis Area	\$3,000,000
Nevada	Las Vegas Area	\$1,000,000
New Jersey	Jersey City/Newark Area	\$21,800,000
New York	New York City Area	\$178,926,000
North Carolina	Charlotte Area	\$3,000,000
Ohio	Cincinnati Area	\$1,000,000
	Cleveland Area	\$1,000,000
	Columbus Area	\$1,000,000
Oregon	Portland Area	\$1,000,000
Pennsylvania	Philadelphia Area	\$18,500,000
	Pittsburgh Area	\$3,000,000
Texas	Dallas/Fort Worth/Arlington Area	\$15,500,000
	Houston Area	\$24,000,000
	San Antonio Area	\$1,000,000
Utah	Salt Lake City Area	\$1,000,000
Virginia	Hampton Roads Area	\$1,000,000
Washington	Seattle Area	\$5,500,000
Total		\$587,000,000

Table 3. FY 2014 PSGP Target Allocations

Group	State/Territory	Port Area	FY 2014 Target Allocation
I	California	Los Angeles-Long Beach	\$55,000,000
		Long Beach	
		Los Angeles	
		San Francisco Bay	
		Carquinez Strait	
		Martinez	
		Oakland	
		Richmond	
		San Francisco	
		Stockton	
	Louisiana	New Orleans	
		Baton Rouge	
		Gramercy	
		New Orleans	
		Plaquemines, Port of	
		South Louisiana, Port of St. Rose	
	New Jersey / Pennsylvania / Delaware	Delaware Bay	
		Camden-Gloucester, NJ	
		Chester, PA	
		Marcus Hook, PA	
		New Castle, DE	
		Paulsboro, NJ	
		Philadelphia, PA	
		Trenton, NJ	
	Wilmington, DE		
	New York / New Jersey	New York, NY and NJ	
	Texas	Houston-Galveston	
		Galveston	
		Houston	
		Texas City	
	Washington	Puget Sound	
		Anacortes	
		Bellingham	
Everett			
Olympia			
Port Angeles			
Seattle			
Tacoma			
II	Eligible entities not located within one of the port areas identified above, but operating under an AMSP, are eligible to compete for funding within "All Other Port Areas" Group		\$45,000,000

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending March 31, 2014



Patrick Swain - County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE THREE MONTHS ENDING MARCH 31, 2014
TABLE OF CONTENTS

	<u>PAGE</u>
Consolidated Balance Sheet	1
Statement of Changes in Fund Balances	2
Statement of Revenues by Category - Compared with Budget Allocation	3
Statement of Revenues - Compared with Budget Allocation	4-5
Statement of Expenditures - Compared with Budget Allocation – 50% Budget Expended	6
Statement of Expenditures - Compared with Budget Allocation	7-8
Statement of Bonded Indebtedness	9
Statement of Transfers In and Out	10
Statement of Comp Time Liability	11-12

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



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

April 21, 2014

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, 2014 together with the results of operations of the budget for the sixth period then ended.

Revenue:

Total budgeted revenue collected for the month ending March 31, 2014 is \$98,315,151. Budgeted Revenues are \$120,094,477 leaving \$21,779,226 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 \$82,530,013 for the first six months of the year. This amount represents 98% of the budgeted amount of \$84,630,980.

Sales Taxes:

Thirty-seven percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$21,450,000.

Page Two

Licenses & Permits:

Forty-six percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$430,000 for the year.

Intergovernmental:

Forty-one percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,497,541.

Fees:

Sixty-two percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,167,106 for the year.

Fines and Forfeitures:

Forty-one percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,675,000.

Interest:

Fifty-two percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$219,850.

Other Revenues:

Thirty-eight dollars has been collected in Other Revenues. Revenues from Other Revenues are budgeted to be \$24,000 for the year.

Expenditures:

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

Page Three

Expenditures are budgeted to be \$120,226,587, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,435,441 for the fiscal year ending September 30, 2014.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', written over a horizontal dashed line.

Patrick Swain
County Auditor

Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending March 31, 2014

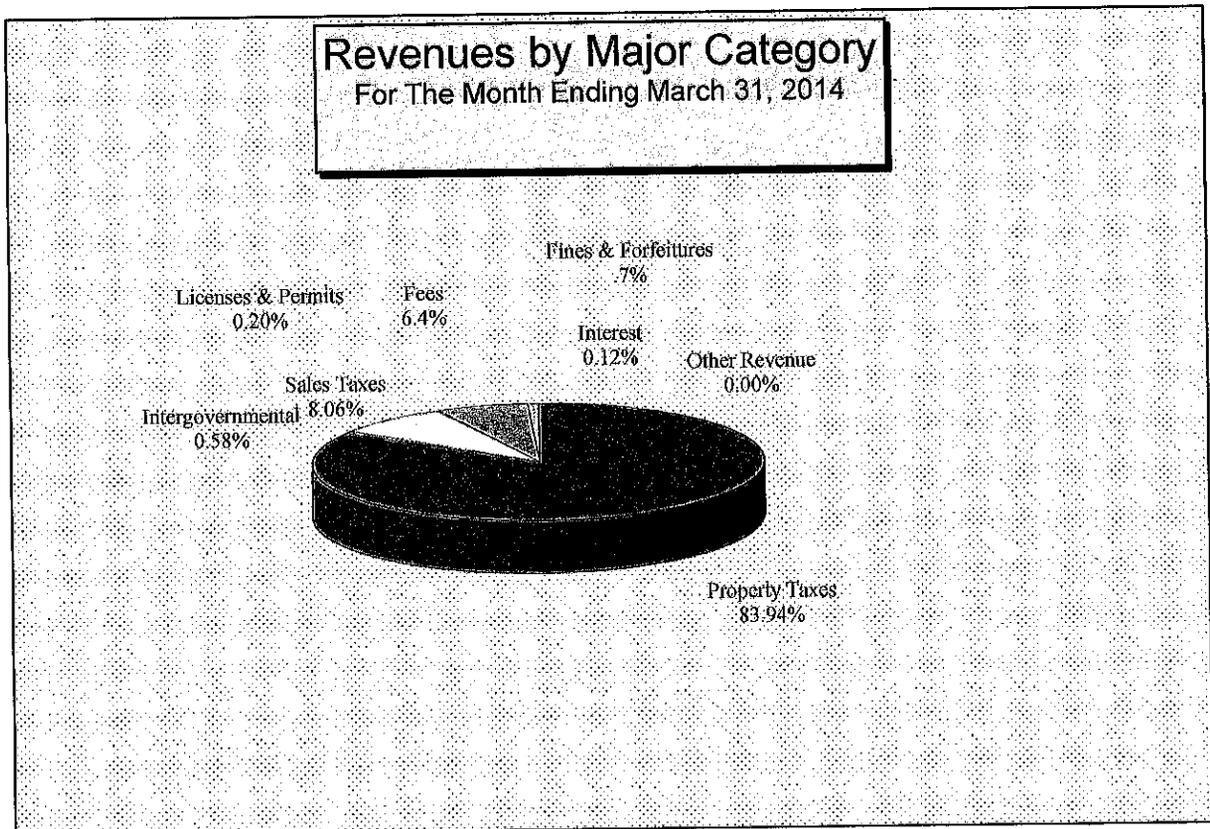
	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 87,569,077	15,257,361	9,874,803	6,148,957	(571,878)	2,290,444	\$ 120,568,764
Receivables & Prepaids	6,375,104	50,000	-	149,689	(3,563)	-	6,571,230
Intergovernmental Receivables	1,505,884	(6,082)	-	-	-	-	1,499,802
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	587,972	39,911	-	-	196,373	-	824,256
Other Assets	-	-	-	-	87,043,444	-	87,043,444
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Assets	\$ <u>96,188,037</u>	\$ <u>15,341,190</u>	\$ <u>9,874,803</u>	\$ <u>6,298,646</u>	\$ <u>86,664,376</u>	\$ <u>2,290,444</u>	\$ <u>216,657,496</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 4,707,456	428,387	-	108,376	54,388	1,711,178	\$ 7,009,785
Intergovernmental Payables	360	-	-	-	25	-	385
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	5,639,416	82,624	-	130,865	407,967	-	6,260,872
Fund Balance/Equity	<u>85,840,805</u>	<u>14,830,179</u>	<u>9,874,803</u>	<u>6,059,405</u>	<u>86,201,996</u>	<u>579,266</u>	<u>203,386,454</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Liabilities and Fund Balance/Equity	\$ <u>96,188,037</u>	\$ <u>15,341,190</u>	\$ <u>9,874,803</u>	\$ <u>6,298,646</u>	\$ <u>86,664,376</u>	\$ <u>2,290,444</u>	\$ <u>216,657,496</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending March 31, 2014

	<u>2/28/2014</u>	<u>Month Ending 3/31/14</u>			<u>3/31/2014</u>	
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In/(Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 443,466	\$ 47,359	\$ 68,382	\$ -	\$ -	\$ 422,443
Road & Bridge Pct. 1	1,320,756	104,896	88,798	-	-	1,336,854
Road & Bridge Pct. 2	608,330	96,942	106,971	-	-	598,301
Road & Bridge Pct. 3	698,944	90,163	99,145	-	-	689,962
Road & Bridge Pct. 4	1,131,446	113,498	101,915	-	-	1,143,029
Engineering Fund	516,636	12,355	68,740	-	-	460,251
Parks & Recreation	70,060	8,444	9,573	-	-	68,931
General Fund	81,749,640	2,510,688	8,657,799	-	-	75,602,529
Mosquito Control Fund	1,836,260	31,487	102,418	-	-	1,765,329
Tobacco Settlement Fund	3,752,181	995	-	-	-	3,753,176
Total General Funds	92,127,719	3,016,827	9,303,741	-	-	85,840,805
Total Special Revenue Funds	14,355,269	3,299,464	2,782,575	-	(41,979)	14,830,179
Total Capital Project Funds	10,235,656	16,304	377,157	-	-	9,874,803
Total Debt Service Funds	5,970,823	88,582	-	-	-	6,059,405
Total Enterprise Funds	86,358,952	360,086	517,042	-	-	86,201,996
Total Internal Service Funds	901,299	1,309,520	1,631,553	-	-	579,266
Total Balances	\$ 209,949,718	\$ 8,090,783	\$ 14,612,068	\$ -	\$ (41,979)	\$ 203,386,454

Jefferson County Texas
 Statement of Revenues by Category - Compared with Budget Allocation
 For The Month Ending March 31, 2014

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 82,530,013	\$ 84,630,980	\$ 2,100,967	2.48%
Sales Taxes	7,922,336	21,450,000	13,527,664	63.07%
Licenses & Permits	195,698	430,000	234,302	54.49%
Intergovernmental	607,368	1,497,541	890,173	59.44%
Fees	6,260,975	10,167,106	3,906,131	38.42%
Fines & Forfeitures	684,663	1,675,000	990,337	59.12%
Interest	114,060	219,850	105,790	48.12%
Other Revenue	38	24,000	23,962	99.84%
	<u>\$ 98,315,151</u>	<u>\$ 120,094,477</u>	<u>\$ 21,779,326</u>	<u>18.14%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending March 31, 2014

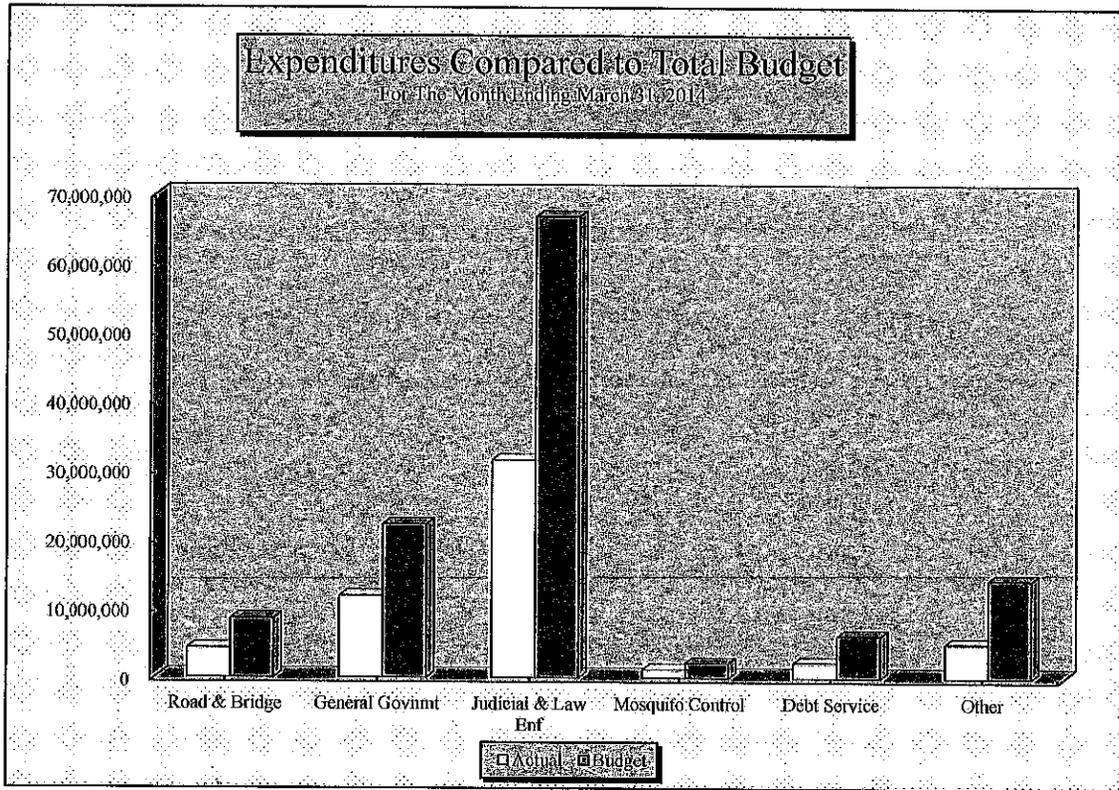
	October 2013				Cumulative Total	Annual Budget	Unrealized Balance
	-December	January	February	March			
Jury Fund							
Current Taxes	\$ 14,574	\$ 128,246	\$ 157,030	\$ 3,848	\$ 303,698	\$ 309,641	\$ 5,943
Delinquent Taxes	1,109	194	241	508	2,052	3,766	1,714
Jury Fees	4,742	2,426	2,753	2,713	12,634	55,000	42,366
Intergovernmental Revenue	69,733	32,504	28,934	40,290	171,461	550,000	378,539
Road & Bridge Pct. 1							
Current Taxes	28,602	251,691	308,181	7,553	596,027	607,692	11,665
Delinquent Taxes	270	47	59	124	500	917	417
Intergovernmental Revenue	-	-	-	-	-	-	-
Auto Registration Fees	-	125,122	-	-	125,122	495,140	370,018
Road & Bridge Fees	110,144	47,265	44,784	57,924	260,117	534,230	274,113
Sales, Rentals & Services	-	42	-	-	42	-	(42)
Fines and Forfeitures	43,696	18,513	23,128	39,295	124,632	273,630	148,998
Road & Bridge Pct. 2							
Current Taxes	26,385	232,181	284,294	6,968	549,828	560,588	10,760
Delinquent Taxes	638	112	139	292	1,181	2,167	986
Intergovernmental Revenue	-	-	-	-	-	-	-
Auto Registration Fees	-	115,424	-	-	115,424	456,760	341,336
Road & Bridge Fees	101,606	43,601	41,313	53,434	239,954	492,820	252,866
Sales, Rentals & Services	-	2,500	-	-	2,500	-	(2,500)
Fines and Forfeitures	40,307	17,077	21,334	36,248	114,966	252,420	137,454
Road & Bridge Pct. 3							
Current Taxes	23,816	209,582	256,622	6,290	496,310	506,022	9,712
Delinquent Taxes	1,929	338	419	883	3,569	6,552	2,983
Intergovernmental Revenue	-	-	-	-	-	-	-
Auto Registration Fees	-	104,188	-	-	104,188	412,300	308,112
Road & Bridge Fees	91,716	39,357	37,291	48,233	216,597	444,850	228,253
Sales, Rentals & Services	(5)	(649)	-	2,036	1,382	-	(1,382)
Fines and Forfeitures	36,386	15,416	19,259	32,721	103,782	227,850	124,068
Road & Bridge Pct. 4							
Current Taxes	30,950	272,359	333,489	8,174	644,972	657,595	12,623
Delinquent Taxes	270	47	59	124	500	917	417
Intergovernmental Revenue	-	-	-	-	-	2,000	2,000
Auto Registration Fees	-	135,398	-	-	135,398	535,800	400,402
Road & Bridge Fees	119,190	51,146	48,462	62,680	281,478	578,100	296,622
Sales, Rentals & Services	(712)	400	-	-	(312)	-	312
Fines and Forfeitures	47,281	20,032	25,026	42,520	134,859	296,100	161,241
Other Revenue	-	-	-	-	-	-	-

-Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending March 31, 2014

	October 2013				Cumulative Total	Annual Budget	Unrealized Balance
	-December	January	February	March			
Engineering Fund							
Current Taxes	\$ 41,425	\$ 364,536	\$ 446,354	\$ 10,940	\$ 863,255	\$ 880,149	\$ 16,894
Delinquent Taxes	3,091	541	672	1,415	5,719	10,499	4,780
Licenses and Permits	200	700	-	-	900	1,000	100
Sales, Rentals & Services	500	-	200	-	700	1,500	800
Parks & Recreation							
Current Taxes	3,614	31,804	38,942	954	75,314	76,788	1,474
Delinquent Taxes	576	101	125	264	1,066	1,958	892
Sales, Rentals & Services	13,121	4,170	2,283	7,226	26,800	45,400	18,600
General Fund							
Current Taxes	3,791,636	33,365,999	33,472,563	(269,226)	70,360,972	71,907,283	1,546,311
Delinquent Taxes	285,578	50,023	62,090	130,732	528,423	970,030	441,607
Sales Taxes	1,880,232	1,962,768	2,388,508	1,690,828	7,922,336	21,450,000	13,527,664
Other Taxes	38	-	-	-	38	24,000	23,962
Licenses and Permits	79,793	38,683	33,386	42,936	194,798	429,000	234,202
Intergovernmental Revenue	130,866	33,432	70,680	200,929	435,907	945,541	509,634
Fees of Office	668,378	511,970	343,333	468,454	1,992,135	4,370,244	2,378,109
Other Sales, Rentals & Svcs.	812,471	(24,088)	435,698	182,735	1,406,816	1,744,962	338,146
Fines & Forfeitures	79,906	46,481	38,346	41,691	206,424	625,000	418,576
Interest	33,521	25,519	22,147	21,609	102,796	200,000	97,204
Other Revenue	-	-	-	-	-	-	-
Mosquito Control Fund							
Current Taxes	104,681	921,178	1,127,934	27,646	2,181,439	2,224,130	42,691
Delinquent Taxes	8,390	1,470	1,824	3,841	15,525	28,499	12,974
Spraying Contract	-	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-	-
Tobacco Settlement Fund							
Interest	2,366	1,713	947	995	6,021	11,000	4,979
Debt Service							
Current Taxes	280,730	2,470,397	3,024,871	74,141	5,850,139	5,801,092	(49,047)
Delinquent Taxes	26,454	4,780	5,430	12,860	49,524	74,695	25,171
Interest	841	1,339	1,482	1,581	5,243	8,850	3,607
Other, Sales, Rentals & Svcs.	1,340,000	-	-	-	1,340,000	-	(1,340,000)
Total	<u>\$ 10,381,035</u>	<u>\$ 41,678,075</u>	<u>\$ 43,150,632</u>	<u>\$ 3,105,409</u>	<u>\$ 98,315,151</u>	<u>\$ 120,094,477</u>	<u>\$ 21,779,326</u>

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 50% of Budget Expended
 For The Month Ending March 31, 2014

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 346,364	\$ 1,081,343	\$ 734,979	67.97%
Road & Bridge Funds	3,786,744	7,413,654	3,626,910	48.92%
Engineering Fund	475,055	979,849	504,794	51.52%
Parks & Recreation Fund	76,250	211,236	134,986	63.90%
General Fund:				
General Government	11,842,198	22,241,279	10,399,081	46.76%
Judicial	7,972,140	17,164,217	9,192,077	53.55%
Law Enforcement	23,247,416	48,613,066	25,365,650	52.18%
Education	187,113	394,557	207,444	52.58%
Health & Welfare	2,164,911	8,378,683	6,213,772	74.16%
Maintenance	1,722,962	3,623,048	1,900,086	52.44%
Other	860,457	1,765,488	905,031	51.26%
Mosquito Control Fund	1,221,697	2,170,655	948,958	43.72%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	2,256,515	6,139,512	3,882,997	63.25%
	<u>\$ 56,209,822</u>	<u>\$ 120,226,587</u>	<u>\$ 64,016,765</u>	<u>53.25%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending March 31, 2014

	October 2012				Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March		Total	Budget	Balance
Jury Fund	\$ 149,628	\$ 66,397	\$ 55,096	\$ 68,382	\$ 6,861	\$ 346,364	\$ 1,081,343	\$ 734,979
Road & Bridg Pct. 1	279,037	130,077	102,543	88,798	360,467	960,922	1,638,400	677,478
Road & Bridg Pct. 2	324,044	139,865	110,875	106,971	353,850	1,035,605	1,816,739	781,134
Road & Bridg Pct. 3	271,531	140,982	116,428	99,145	182,203	810,289	1,815,598	1,005,309
Road & Bridg Pct. 4	373,811	156,245	99,127	101,915	248,830	979,928	2,142,917	1,162,989
Engineering	208,586	101,253	93,728	68,740	2,748	475,055	979,849	504,794
Parks & Recreation	36,840	13,322	11,178	9,573	5,337	76,250	211,236	134,986
Tax Assessor/Coll.	832,150	408,810	249,179	254,627	12,659	1,757,425	3,599,623	1,842,198
Human Resources	90,386	42,408	28,323	31,471	2,067	194,655	427,626	232,971
County Auditor	339,110	146,985	98,522	96,936	-	681,553	1,378,829	697,276
County Clerk	480,907	237,463	159,768	159,885	57,732	1,095,755	2,157,843	1,062,088
County Judge	192,297	87,343	61,108	64,788	244	405,780	872,942	467,162
Risk Management	51,021	25,938	18,365	17,702	-	113,026	234,594	121,568
County Treasurer	78,486	38,654	26,722	27,187	-	171,049	364,587	193,538
Printing Department	30,809	13,626	9,338	8,397	11,486	73,656	155,883	82,227
Purchasing Department	115,108	54,825	38,080	38,772	10,738	257,523	528,967	271,444
General Services	2,431,232	640,732	567,023	1,832,411	57,943	5,529,341	9,513,248	3,983,907
MIS	460,521	187,034	137,262	134,791	26,048	945,656	1,882,451	936,795
Voter's Registration	90,405	14,543	6,502	28,962	-	140,412	261,725	121,313
Elections	174,295	33,185	(446)	232,085	37,248	476,367	862,961	386,594
District Attorney	1,215,003	603,851	415,495	406,630	19,002	2,659,981	5,739,766	3,079,785
District Clerk	351,820	173,613	116,914	120,211	7,554	770,112	1,752,456	982,344
Criminal Dist. Court	195,591	81,691	102,773	101,418	1,080	482,553	1,418,967	936,414
58th Dist. Court	64,980	31,920	23,552	21,832	180	142,464	291,940	149,476
60th Dist. Court	62,747	31,002	20,916	20,893	287	135,845	280,993	145,148
136th Dist. Court	65,648	31,763	21,421	21,409	125	140,366	282,919	142,553
172nd Dist. Court	63,744	30,122	20,329	20,904	-	135,099	288,063	152,964
252nd Dist. Court	437,819	153,111	92,885	89,517	378	773,710	1,223,025	449,315
279th Dist. Court	80,172	30,609	24,574	34,481	-	169,836	382,163	212,327
317th Dist. Court	166,590	59,207	50,068	70,076	731	346,672	686,721	340,049
J.P. Pct. 1 Pl 1	77,051	37,335	26,307	26,517	238	167,448	340,389	172,941
J.P. Pct. 1 Pl 2	76,121	37,422	24,569	24,899	361	163,372	340,774	177,402
J.P. Pct. 2	63,133	31,783	21,556	21,900	-	138,372	328,477	190,105
J.P. Pct. 4	73,582	37,329	24,821	25,247	-	160,979	345,086	184,107
J.P. Pct. 6	81,073	41,363	26,425	27,156	1,464	177,481	354,336	176,855
J.P. Pct. 7	72,882	34,713	24,529	25,761	932	158,817	345,341	186,524
J.P. Pct. 8	68,776	33,531	23,317	23,015	1,416	150,055	354,100	204,045
Cnty. Court at Law 1	101,945	50,926	34,036	35,810	118	222,835	462,464	239,629
Cnty. Court at Law 2	147,345	67,524	47,386	49,810	-	312,065	649,763	337,698
Cnty. Court at Law 3	133,061	63,108	38,346	41,855	2,149	278,519	621,374	342,855
Court Master	82,500	40,952	26,383	38,398	56	188,289	424,479	236,190

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending March 31, 2014

	October 2012				Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March		Total	Budget	Balance
Dispute Resolution	\$ 42,855	\$ 23,364	\$ 14,408	\$ 15,201	\$ 1,442	\$ 97,270	\$ 250,621	\$ 153,351
Alternative School	73,369	40,076	26,896	27,299	-	167,640	371,870	204,230
Comm. Supervision	39,522	469	605	575	-	41,171	47,601	6,430
Sheriff's Dept.	2,772,184	1,508,569	963,990	928,572	79,263	6,252,578	12,680,763	6,428,185
Crime Lab	280,790	124,844	82,391	87,031	19,818	594,874	1,239,795	644,921
Jail	5,465,311	3,318,449	1,693,707	2,078,477	265,792	12,821,736	26,951,026	14,129,290
Juvenile Probation	277,766	138,762	96,650	97,263	2,198	612,639	1,523,590	910,951
Juvenile Detention	376,623	195,981	130,618	130,298	92,143	925,663	1,993,436	1,067,773
Constable Pct. 1	150,938	74,189	49,985	61,641	1,540	338,293	759,381	421,088
Constable Pct. 2	140,848	44,761	35,768	30,544	1,699	253,620	492,630	239,010
Constable Pct. 4	117,200	44,390	31,724	30,538	-	223,852	447,738	223,886
Constable Pct. 6	112,193	52,858	36,969	38,102	1,499	241,621	549,693	308,072
Constable Pct. 7	120,062	44,593	31,644	31,441	12	227,752	446,393	218,641
Constable Pct. 8	116,772	44,162	30,838	30,306	241	222,319	449,150	226,831
County Morgue	115,697	71,090	65,012	67,147	4,712	323,658	660,000	336,342
Agriculture Ext.	85,387	42,975	27,798	29,637	1,316	187,113	394,557	207,444
Public Health # 1	249,617	106,563	76,163	87,965	2,754	523,062	1,236,606	713,544
Public Health # 2	237,459	113,215	76,628	92,116	2,367	521,785	1,181,709	659,924
Nurse Practitioner	66,857	34,194	21,435	24,145	6,574	153,205	314,467	161,262
Child Welfare	38,057	8,465	5,839	8,514	-	60,875	158,900	98,025
Env. Control	77,514	39,154	26,082	26,789	42	169,581	361,356	191,775
Ind. Medical Svcs.	237,569	105,983	89,854	106,092	94,784	635,082	4,906,729	4,271,647
Emergency Mgmt.	46,325	23,471	15,758	15,767	-	101,321	218,916	117,595
Beaumont Maintenance	413,118	197,835	167,374	253,523	286,894	1,318,744	2,746,831	1,428,087
Port Arthur Maint.	122,878	58,484	45,381	50,175	29,500	306,418	673,253	366,835
Mid-County Maint.	33,118	15,415	13,285	13,085	22,897	97,800	202,964	105,164
Service Center	215,057	98,116	71,686	98,505	252,397	727,755	1,200,245	472,490
Veteran Service	61,233	29,724	21,119	20,498	128	132,702	275,450	142,748
Mosquito Control	611,065	118,404	85,518	102,418	304,292	1,221,697	2,170,655	948,958
Tobacco Settlement	50,000	-	-	-	-	50,000	50,000	-
Debt Service Funds	1,337,992	918,523	-	-	-	2,256,515	6,139,512	3,882,997
Contingency	-	-	-	-	-	-	289,793	289,793
Total	\$ 24,777,163	\$ 12,011,634	\$ 7,230,448	\$ 9,303,741	\$ 2,886,836	\$ 56,209,822	\$ 120,226,587	\$ 64,016,765

Jefferson County, Texas
 Statement of Bonded Indebtedness
 For The Month Ending March 31, 2014

Issue	Beginning Amount Outstanding	2013-2014 Requirements				2013-2014 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	43,615,000	2,955,000	1,690,000	5,000	4,650,000	-	845,000	1,600	846,600	43,615,000
2013 Refunding Bonds	1,285,000	240,000	53,362	4,000	297,362	-	4,093	555	4,648	1,285,000
2011 Refunding Bonds	4,405,000	1,055,000	132,150	5,000	1,192,150	-	66,075	1,200	67,275	4,405,000
	<u>\$ 49,305,000</u>	<u>\$ 4,250,000</u>	<u>\$ 1,875,512</u>	<u>\$ 14,000</u>	<u>\$ 6,139,512</u>	<u>\$ -</u>	<u>\$ 915,168</u>	<u>\$ 3,355</u>	<u>\$ 918,523</u>	<u>\$ 49,305,000</u>

Jefferson County, Texas
Statement of Transfers In and Out

Fund	Transfers In	Transfers Out
120 General Fund	-	788,588 (a)
211 Highway Improvement Fund	-	155,654 (b)
245 Crime Victim's Clearing	1,736 (a)	-
286 Hotel Occupancy Fund	-	50,000 (a)
311 Capital Projects Fund	233,161 (a)(b)	-
325 Keith Lake Fish Pass	-	77,507 (b)
321 Certificates of Obligation 2000 Construction	50,000 (a)	-
429 2013 Refunding Bonds	12,946 (b)	-
425 2003B Certificates of Obligation	-	12,946 (b)
550 SETEC Fund	786,852 (a)	-
874 Port Security Grant	12,708 (a)	-
865 Marine Division	-	12,708 (a)
	<u>\$1,097,403</u>	<u>\$1,097,403</u>

(a) Budgeted Transfer

(b) Close Fund

Jefferson County, Texas
Statement of Comp-Time Liability
For The Second Quarter March 31, 2014

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	344.25	\$ 8,011.65
Road & Bridge # 2	757.75	17,121.65
Road & Bridge # 3	646.19	14,142.67
Road & Bridge # 4	7.04	176.46
Engineering	82.27	2,238.76
Tax Assessor/Collector	861.58	16,960.82
Human Resources	0.00	0.00
County Auditor	111.49	2,944.15
County Clerk	477.02	9,251.48
County Judge	82.64	1,968.38
Treasurer	0.01	0.08
Printing	1.00	22.99
Purchasing Department	8.75	168.22
MIS	448.34	11,191.90
Voter Registration	89.14	1,881.52
Elections Department	193.16	3,709.55
District Attorney	12.09	394.68
District Clerk	13.13	326.03
Criminal District Court	118.00	2,837.37
58th District Court	3.63	112.34
172nd District Court	0.00	0.00
252nd District Court	1.75	42.08
279th District Court	0.01	0.12
Justice of Peace Pct. 1 Pl. 1	58.38	1,342.86
Justice of Peace Pct. 1 Pl. 2	0.00	0.00
Justice of Peace Pct. 2	26.50	617.11
Justice of Peace Pct. 4	0.01	0.10
Justice of Peace Pct. 6	3.63	80.80
Justice of Peace Pct. 7	52.63	1,069.49
Justice of Peace Pct. 8	8.00	180.10
Court Master	8.75	210.40
ASAP	294.51	8,088.19
Marine Division	3,107.51	93,362.35
Alternative School	39.10	1,084.73
Sheriff's Department	10,826.50	329,977.99
Crime Lab	260.61	8,538.69
Correctional Facility	8,820.77	203,558.35
Juvenile Detention Home	290.25	5,064.29

Jefferson County, Texas
Statement of Comp-Time Liability
For The Second Quarter March 31, 2014

Department	Cumulative Hours	Current Liability
Juvenile Probation	149.40	\$ 2,994.94
Constable Pct. 1	431.50	11,904.43
Constable Pct. 2	0.01	0.15
Constable Pct. 4	44.25	1,410.29
Constable Pct. 6	37.21	950.16
Constable Pct. 7	75.92	2,502.92
Constable Pct. 8	26.88	544.17
Public Health No. 1	74.19	1,133.51
Public Health No. 2	82.14	1,466.85
Indigent Health	33.00	1,776.08
Mosquito Control	151.62	3,022.23
Maintenance - Beaumont	413.98	8,459.56
Maintenance - Port Arthur	242.50	4,494.17
Maintenance- Mid County	0.00	0.00
Visitors' Center	37.56	687.93
Service Center	0.50	11.25
Veterans' Services Office	0.63	12.82
Environmental Control	0.00	0.00
Emergency Management	44.25	1,215.17
Airport	886.35	16,553.77
Dispute Resolution Center	11.51	205.40
Juvenile Challenge Program	131.89	2,154.72
Intensive Supervision Program	0.01	0.07
Juvenile Progressive Sanctions	0.00	0.00
Runaway & Truant Program	54.88	760.02
Sheriff Mental Health Liason	36.00	1,000.47
Community Stability Program	7.75	161.26
Community Supervision	272.45	6,405.53
Women's Center	543.52	7,912.81
Community Corrections	37.71	801.55
Adult Probation Boot Camp	8.25	200.51
Juvenile Special Needs	31.38	530.97
Diversion Supplemental	49.26	904.43
Juvenile Parole Case Aid	0.00	0.00
Drug Diversion	115.59	2,178.91
Juvenile Probation and Detention	25.51	264.74
Mentally Impaired Offender	7.25	166.82
Auto Theft	126.25	4,165.16
Courthouse Security	301.75	8,933.40
Total	<u>32,549.24</u>	<u>\$ 842,565.52</u>
Comp-Time Liability at 3/31/13	30,541.47	\$772,708.37

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	73.40	393078	73.40**
ROAD & BRIDGE PCT.#1			
AT&T	61.00	393064	61.00**
ROAD & BRIDGE PCT.#2			
SUPERIOR TIRE & SERVICE	27.70	392978	
APAC, INC. - TROTTI & THOMSOM	112.52	392983	
ART SIGNS & DECALS	350.00	392984	
CERTIFIED LABORATORIES	389.24	392995	
M&D SUPPLY	74.99	393037	
MUNRO'S	261.20	393043	
OFFICE DEPOT	264.98	393046	
RITTER @ HOME	187.25	393054	
SETZER HARDWARE, INC.	238.00	393060	
SHERWIN-WILLIAMS	80.94	393062	
TRI-CON, INC.	4,035.74	393077	
WAUKESHA-PEARCE IND., INC.	168.32	393082	
NEDERLAND HARDWARE SUPPLY	20.40	393083	
WHITE TIRE	748.78	393084	
MARTIN PRODUCT SALES LLC	4,581.63	393132	
NEW WAVE WELDING TECHNOLOGY	6.82	393145	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	393191	11,698.01**
ROAD & BRIDGE PCT. # 3			
APAC, INC. - TROTTI & THOMSOM	7,674.04	392983	
GCR BEAUMONT TRUCK TIRE CENTER	211.90	393010	
GULF COAST AUTOMOTIVE, INC.	13.39	393016	
ENTERGY	28.95	393017	
ENTERGY	185.01	393018	
ISI COMMERCIAL REFRIGERATION	253.10	393028	
MODICA BROTHERS	582.61	393042	
MUNRO'S	34.13	393043	
TAC - TEXAS ASSN. OF COUNTIES	260.00	393068	
TEXAS WORKFORCE COMMISSION	2,232.00	393072	
HOWARD'S AUTO SUPPLY	7.04	393092	
LOWE'S HOME CENTERS, INC.	11.98	393110	
CENTERPOINT ENERGY RESOURCES CORP	26.74	393126	
DOGGETT HEAVY MACHINERY LLC	364.64	393160	
LONE STAR LUBE RIGHT	20.50	393195	11,906.03**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	219.45	392969	
ABLE FASTENER, INC.	308.35	392970	
AUDILET TRACTOR SALES	77.00	392985	
COTTON CARGO	201.50	393006	
J.K. CHEVROLET CO.	74.70	393029	
KAY ELECTRONICS, INC.	346.15	393032	
M&D SUPPLY	9.08	393037	
MUNRO'S	62.33	393043	
PHILPOTT MOTORS, INC.	170.75	393048	
SCHMIDT SAW & KNIFE WKS, INC.	16.72	393058	
SMART'S TRUCK & TRAILER, INC.	485.98	393063	
TEXAS WORKFORCE COMMISSION	3,744.00	393072	
UNITED STATES POSTAL SERVICE	3.40	393099	
MARTIN PRODUCT SALES LLC	504.29	393132	
A-1 MACHINE & HYDRAULIC	1,225.00	393151	
ON TIME TIRE	203.00	393176	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	178.03	393196	7,829.73**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	1.82	393099	1.82**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	752.50	393046	
ACE IMAGEWEAR	20.69	393061	
UNITED STATES POSTAL SERVICE	834.08	393099	1,607.27*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	120.00	392990	
TEXAS COUNTY & DISTRICT RETIREMENT	235.00	393075	
UNITED STATES POSTAL SERVICE	6.89	393099	361.89*
AUDITOR'S OFFICE			
LYNDON B. JOHNSON SCHOOL OF PUBLIC	885.00	392979	
UNITED STATES POSTAL SERVICE	2.44	393099	887.44*
COUNTY CLERK			
OLMSTED-KIRK PAPER	335.89	393047	
CDW COMPUTER CENTERS, INC.	585.76	393093	
UNITED STATES POSTAL SERVICE	256.96	393099	
THOMSON REUTERS-WEST	316.00	393186	1,494.61*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	800.00	393014	
JOHN E. MACEY	1,000.00	393038	
UNITED STATES POSTAL SERVICE	.41	393099	
GRACE NICHOLS	1,600.00	393149	
HARVEY L WARREN III	1,600.00	393158	
JUSTIN G SANDERSON	500.00	393184	5,500.41*
RISK MANAGEMENT			
CASH ADVANCE ACCOUNT	632.60	393031	
OFFICE DEPOT	58.12	393046	
UNITED STATES POSTAL SERVICE	18.31	393099	709.03*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	7.81	393099	
CTAT	450.00	393115	457.81*
PURCHASING DEPARTMENT			
JAMEY WEST	612.00	393187	612.00*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,773.38	392987	
GREATER BMT. CHAMBER OF COMMERCE	1,199.65	392989	
SPINDLETOP MHMR	32,990.75	393035	
TIME WARNER COMMUNICATIONS	482.62	393070	
TEXAS WORKFORCE COMMISSION	23,072.81	393072	
CROWN CASTLE INTERNATIONAL	1,332.65	393118	
PATTILLO BROWN & HILL LLP	5,000.00	393172	
SAM'S CLUB DIRECT	43.52	393179	
DYNAMEX INC	231.00	393192	66,126.38*
DATA PROCESSING			
OFFICE DEPOT	61.81	393046	
CDW COMPUTER CENTERS, INC.	361.69	393093	423.50*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	116.23	393099	116.23*
ELECTIONS DEPARTMENT			
HART INTER CIVIC	577.50	393025	
M&D SUPPLY	40.08	393037	
ELECTION SYSTEMS & SOFTWARE, INC.	3,956.20	393095	
UNITED STATES POSTAL SERVICE	1,519.37	393099	

NAME	AMOUNT	CHECK NO.	TOTAL	
SIERRA SPRING WATER CO. - BT	48.98	393102	6,142.13*	
DISTRICT ATTORNEY				
CASH ADVANCE ACCOUNT	195.00	393031	7,807.29*	
ANN MANES	376.07	393039		
STATE BAR OF TEXAS	5,757.00	393066		
UNITED STATES POSTAL SERVICE	346.78	393099		
LEXIS-NEXIS	98.00	393100		
THOMSON REUTERS-WEST	1,034.44	393186		
DISTRICT CLERK				
OFFICE DEPOT	229.56	393046	367.49*	
UNITED STATES POSTAL SERVICE	137.93	393099		
CRIMINAL DISTRICT COURT				
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,500.00	392988	10,452.03*	
NATHAN REYNOLDS, JR.	800.00	393053		
RONALD E. LANIER	900.00	393090		
KEVIN S. LAINE	1,050.00	393091		
CHARLES ROJAS	800.00	393094		
UNITED STATES POSTAL SERVICE	2.03	393099		
JOEL WEBB VAZQUEZ	1,400.00	393123		
JASON ROBERT NICKS	1,600.00	393157		
JAMES R. MAKIN, P.C.	800.00	393169		
MATUSKA LAW FIRM	600.00	393197		
60TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE	6.48	393099		6.48*
136TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE	4.87	393099	4.87*	
252ND DISTRICT COURT				
WILBARGER COUNTY, TEXAS - COUNTY	705.00	392973	12,095.75*	
THOMAS J. BURBANK, P.C.	9,400.00	392993		
NATHAN REYNOLDS, JR.	800.00	393053		
UNITED STATES POSTAL SERVICE	40.75	393099		
SEAN VILLERY-SAMUEL	900.00	393154		
THE PARKER LAW FIRM	250.00	393155		
279TH DISTRICT COURT				
LEXIS-NEXIS	51.00	393100	488.51*	
ROBERT TRAPP	437.51	393199		
317TH DISTRICT COURT				
TEXAS ASSN. FOR COURT ADMINISTRATIO	550.00	392974		
PHILLIP DOWDEN	500.00	392981		
THOMAS J. BURBANK, P.C.	825.00	392993		
LINDA C. CANSLER	325.00	392994		
JIMMY D. HAMM	225.00	393024		
TERRENCE HOLMES	150.00	393027		
CASH ADVANCE ACCOUNT	595.92	393031		
OFFICE DEPOT	114.10	393046		
ANITA F. PROVO	2,875.00	393051		
KEVIN PAULA SEKALY PC	650.00	393059		
CHARLES ROJAS	75.00	393094		
UNITED STATES POSTAL SERVICE	12.96	393099		
GLEN M. CROCKER	1,245.00	393106		
JOEL WEBB VAZQUEZ	1,475.00	393123		
JUDY PAASCH	2,233.33	393125		
TONYA CONNELL TOUPS	225.00	393141		
THE PARKER LAW FIRM	500.00	393155		
JONATHAN L. STOVALL	1,575.00	393166		
STEFANIE L. ADAMS, ATTORNEY AT LAW	450.00	393167		
GORDON D. FRIESZ	1,500.00	393170		

NAME	AMOUNT	CHECK NO.	TOTAL
MITCH ADAMS ATTORNEY AT LAW	500.00	393189	
BRYAN E MCEACHERN PC	500.00	393193	
MATUSKA LAW FIRM	450.00	393197	
			17,551.31*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	37.98	393099	
			37.98*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	.41	393099	
			.41*
JUSTICE COURT-PCT 2			
POSTMASTER	1,165.00	393050	
			1,165.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	38.56	393099	
			38.56*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.22	393099	
SIERRA SPRING WATER CO. - BT	88.68	393101	
			89.90*
COUNTY COURT AT LAW NO. 2			
THOMAS J. BURBANK, P.C.	250.00	392993	
TRAVIS EVANS	250.00	393008	
UNITED STATES POSTAL SERVICE	29.31	393099	
			529.31*
COUNTY COURT AT LAW NO. 3			
DAVID GROVE	250.00	392975	
TERRENCE HOLMES	750.00	393027	
MIKE LAIRD, ATTORNEY AT LAW	400.00	393034	
OFFICE DEPOT	74.18	393046	
UNITED STATES POSTAL SERVICE	33.37	393099	
SEAN VILLERY-SAMUEL	250.00	393154	
DUSTIN R. GALMOR	250.00	393165	
THE DAWS LAW FIRM PLLC	250.00	393194	
			2,257.55*
COURT MASTER			
JUDGE LARRY GIST	3,134.90	393013	
UNITED STATES POSTAL SERVICE	.41	393099	
			3,135.31*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	3.65	393099	
			3.65*
SHERIFF'S DEPARTMENT			
CHEMAX CORP.	1,971.86	392996	
KAY ELECTRONICS, INC.	65.00	393032	
OFFICE DEPOT	324.48	393046	
RITTER @ HOME	65.97	393054	
UNITED STATES POSTAL SERVICE	1,094.65	393099	
BEAUMONT OCCUPATIONAL SERVICE, INC.	227.55	393107	
3 L PRINTING	25.00	393161	
SIRCHIE FINGER PRINT LABORATORIES	349.35	393168	
K.W. LLOYD GUNSMITHING	120.00	393171	
RITA HURT	550.00	393175	
THOMSON REUTERS-WEST	510.90	393186	
			5,304.76*
CRIME LABORATORY			
HENRY SCHEIN, INC.	59.80	393057	
ZEE MEDICAL SERVICE	42.47	393086	
REBEKAH SWEETENHAM	260.00	393146	
			362.27*
JAIL - NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
AVIALL	24.01	392986	
CITY OF BEAUMONT - WATER DEPT.	14,255.02	392998	
COASTAL WELDING SUPPLY	37.20	393002	
W.W. GRAINGER, INC.	19.88	393015	
CDW COMPUTER CENTERS, INC.	224.03	393093	
WORLD FUEL SERVICES	654.00	393153	
KROPP HOLDINGS INC	1,153.27	393190	
JUVENILE PROBATION DEPT.			16,367.41*
EDWARD J. COCKRELL	184.00	393003	
HERNANDEZ OFFICE SUPPLY, INC.	28.35	393026	
CASH ADVANCE ACCOUNT	474.00	393031	
UNITED STATES POSTAL SERVICE	9.80	393099	
TENNILLE DAW	235.20	393114	
JUVENILE DETENTION HOME			931.35*
CITY OF BEAUMONT - WATER DEPT.	2,571.21	392998	
FRANK'S MEDICAL MART	44.50	393009	
OAK FARM DAIRY	320.40	393089	
FLOWERS FOODS	82.53	393119	
BROTHERS PRODUCE	107.46	393173	
CONSTABLE PCT 1			3,126.10*
UNITED STATES POSTAL SERVICE	27.78	393099	
CONSTABLE-PCT 2			27.78*
CASH ADVANCE ACCOUNT	429.38	393031	
CONSTABLE-PCT 6			429.38*
CASH ADVANCE ACCOUNT	1,501.35	393031	
UNITED STATES POSTAL SERVICE	15.40	393099	
THE PRODUCTIVITY CENTER	145.00	393104	
CODE BLUE	745.00	393122	
CONSTABLE PCT. 7			2,406.75*
AT&T	29.40	393064	
CONSTABLE PCT. 8			29.40*
THOMSON REUTERS-WEST	358.50	393186	
AGRICULTURE EXTENSION SVC			358.50*
MERCY LAPOINTE	21.84	393156	
M J EBELING	34.16	393181	
HEALTH AND WELFARE NO. 1			56.00*
CITY OF BEAUMONT	40.00	392980	
CLAYBAR FUNERAL HOME, INC.	984.00	393001	
ENERGY	70.00	393022	
AUSTIN CECIL WALKES MD PA	3,245.08	393080	
UNITED STATES POSTAL SERVICE	65.69	393099	
CENTERPOINT ENERGY RESOURCES CORP	96.56	393127	
HEB FOOD DRUG	45.00	393182	
HEALTH AND WELFARE NO. 2			4,546.33*
CITY OF PORT ARTHUR - WATER DEPT.	38.47	393000	
ENERGY	70.00	393023	
PHYSICIAN SALES & SERVICE, INC.	35.60	393049	
AUSTIN CECIL WALKES MD PA	3,245.08	393080	
NURSE PRACTITIONER			3,389.15*
GEORGE V. ZUZUKIN, M.D.	1,000.00	392976	
CHILD WELFARE UNIT			1,000.00*

NAME	AMOUNT	CHECK NO.	TOTAL
J.C. PENNEY'S	698.65	393108	
SEARS COMMERCIAL CREDIT	400.00	393109	1,098.65*
INDIGENT MEDICAL SERVICES			
KINGS PHARMACY	19.98	392977	
CARDINAL HEALTH 110 INC	3,662.86	393188	3,682.84*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	75.00	392968	
CINTAS, INC.	203.04	392997	
CITY OF BEAUMONT - WATER DEPT.	162.63	392998	
AT&T	4,551.84	393064	
ZEE MEDICAL SERVICE	667.09	393086	
AT&T GLOBAL SERVICES	68,752.00	393116	
GHX INDUSTRIAL LLC	107.52	393143	74,519.12*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	476.55	392999	
ALL-PHASE ELECTRIC SUPPLY	95.00	393004	
NOACK LOCKSMITH	8.25	393044	
TIME WARNER COMMUNICATIONS	63.85	393071	
HOWARD'S AUTO SUPPLY	13.45	393092	
PARKER LUMBER	158.17	393159	
DALE'S POOLS	157.42	393185	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	393191	3,497.29*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	13.50	393054	
SANITARY SUPPLY, INC.	86.40	393056	
ACE IMAGEWEAR	27.91	393061	
CENTERPOINT ENERGY RESOURCES CORP	24.95	393126	
AI FILTER SERVICE COMPANY	93.50	393174	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	393191	2,171.78*
SERVICE CENTER			
KINSEL FORD, INC.	117.88	393033	
PHILPOTT MOTORS, INC.	883.43	393048	
TRI-CON, INC.	3,704.87	393077	
FIRST CALL	58.99	393112	
BUMPER TO BUMPER	136.89	393124	
AMERICAN TIRE DISTRIBUTORS	1,245.02	393148	6,147.08*
VETERANS SERVICE			
HILARY GUEST	125.35	393113	125.35*
			270,047.39**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	23.55	392972	
SUPERIOR TIRE & SERVICE	18.90	392978	
BEAUMONT TRACTOR COMPANY	16.59	392991	
MUNRO'S	70.95	393043	
TRIANGLE EQUIPMENT CO.	310.00	393076	
NEDERLAND HARDWARE SUPPLY	24.65	393083	
GARNER ENVIRONMENTAL SERVICES, INC.	1,771.00	393103	2,235.64**
BREATH ALCOHOL TESTING			
EMILY ESQUIVEL	736.23	393121	
CHRIS FONTENOT	702.96	393136	
REBEKAH SWEETENHAM	252.34	393146	1,691.53**
J.C. FAMILY TREATMENT CT.			
JUDY PAASCH	50.00	393125	50.00**
LAW LIBRARY FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
YVONNE COOPER	150.00	393005	
DELL MARKETING L.P.	2,256.24	393007	
STATE BAR OF TEXAS	281.25	393065	
LEXISNEXIS MATTHEW BENDER	2,219.97	393111	
THOMSON REUTERS-WEST	5,460.59	393186	10,368.05**
EMPG GRANT			
AT&T TELECONFERENCE SERVICES	5.43	392982	
CASH ADVANCE ACCOUNT	1,352.69	393031	
SMG	826.12	393096	2,184.24**
JUVENILE TJPC-A-2014-123			
CASH ADVANCE ACCOUNT	1,013.10	393031	
YOUTH ADVOCATE PROGRAM	3,524.52	393139	4,537.62**
COMMUNITY SUPERVISION FND			
JOSEPH P. CHAMP	163.52	392971	
OFFICE DEPOT	131.17	393046	
FRED PRYOR SEMINARS & CAREER TRACK	79.00	393052	
SAM HOUSTON STATE UNIVERSITY	250.00	393055	
TIME WARNER COMMUNICATIONS	74.97	393069	
UNITED STATES POSTAL SERVICE	81.87	393099	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	393144	
JAMES GREEN	100.00	393163	
JCCSC	48.00	393164	7,893.53**
JEFF. CO. WOMEN'S CENTER			
ENTERGY	68.14	393020	
ENTERGY	1,413.46	393021	
KIM MCKINNEY, LPC, LMFT	140.00	393041	
OFFICE DEPOT	273.33	393046	
OLMSTED-KIRK PAPER	383.80	393047	
SANITARY SUPPLY, INC.	1,498.84	393056	
SYSCO FOOD SERVICES, INC.	973.17	393067	
BURT WALKER PARTNERS, LTD	4,500.00	393079	
WASTE MGT. GOLDEN TRIANGLE, INC.	290.40	393081	
PETTY CASH - RESTITUTION I	192.82	393087	
BEN E KEITH FOODS	942.87	393120	
MELODY C ANTOON RN	2,160.00	393134	
SAM'S CLUB DIRECT	79.96	393179	12,916.79**
MENTALLY IMPAIRED OFFEND.			
TRAZARRA STELLY	115.36	393142	115.36**
DRUG DIVERSION PROGRAM			
BEAUMONT TROPHIES	55.00	392992	
MARKET BASKET	62.71	393040	
TEXAS WORKFORCE COMMISSION	693.22	393072	
DENA DEYOUNG	98.37	393178	909.30**
LAW OFFICER TRAINING GRT			
GT DISTRIBUTORS, INC.	160.00	393011	
GALL'S, INC.	87.00	393012	247.00**
COUNTY CLERK - RECORD MGT			
MANATRON	10,389.52	393138	10,389.52**
DRUG INTERVENTION COURT			
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	4,920.00	393030	4,920.00**
COUNTY RECORDS MANAGEMENT			
DELL MARKETING L.P.	5,785.11	393007	
TEXAS GULF HISTORICAL SOCIETY	25.00	393073	

NAME	AMOUNT	CHECK NO.	TOTAL
SHI GOVERNMENT SOLUTIONS, INC.	328.20	393105	
BUILD, INC	100.00	393130	
LINDA MCMAHEN	32.46	393131	6,270.77**
DEPUTY SHERIFF EDUCATION			
TRICIA PEACE	104.12	393202	104.12**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,249.31	393019	1,249.31**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	8,475.76	393177	8,475.76**
CAPITAL PROJECTS FUND			
TEXAS GENERAL LAND OFFICE	10,779.68	393074	
TEXAS COMMISSION ON ENVIRONMENTAL	100.00	393117	10,879.68**
CETRZ GRANT			
COMMUNITY DEVELOPMENT EDUCATION FOU	5,000.00	393200	5,000.00**
AIRPORT FUND			
AUDILET TRACTOR SALES	70.00	392985	
CINTAS, INC.	32.79	392997	
COASTAL WELDING SUPPLY	174.86	393002	
ALL-PHASE ELECTRIC SUPPLY	185.00	393004	
W.W. GRAINGER, INC.	187.31	393015	
J.K. CHEVROLET CO.	43.50	393029	
NOACK LOCKSMITH	33.75	393044	
NEDERLAND HARDWARE SUPPLY	34.24	393083	
WORTH HYDROCHEM	120.00	393085	
MR. ROOTER PLUMBING	500.00	393097	
HERBERT "DUKE" YOUMANS	433.54	393129	
RICHARD "ALEX" RUPP	1,236.82	393133	
DISH NETWORK	85.62	393135	
RUTTY & MORRIS LLC	2,649.00	393137	
BLUE GLOBES	11,583.31	393140	
ASCENT AVIATION GROUP INC	78,634.75	393147	
JAN PAK, INC	478.00	393150	
UNIFIRST HOLDINGS INC	174.50	393152	
CRAWFORD ELECTRIC SUPPLY COMPANY	1,300.26	393180	
ADVANCE AUTO PARTS	12.87	393183	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	393191	102,310.34**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	95,619.30	393162	
AGENT 77 INC	299.00	393198	95,918.30**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	22,863.26	393128	22,863.26**
SHERIFF'S FORFEITURE FUND			
LOUIS' YAZOO SALES & SERVICE, LLC	5,099.95	393036	
LAFAYETTE INSTRUMENT COMPANY	5,690.00	393088	10,789.95**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,313.00	392942	
CLEAT	360.00	392943	
JEFFERSON CTY. TREASURER	20,295.02	392944	
RON STADTMUELLER - CHAPTER 13	1,717.50	392945	
INTERNAL REVENUE SERVICE	150.00	392946	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,140.00	392947	
JEFFERSON CTY. COMMUNITY SUP.	9,555.99	392948	
JEFFERSON CTY. TREASURER - HEALTH	405,829.11	392949	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - PAYROLL	1,535,937.92	392950	
JEFFERSON CTY. TREASURER - PAYROLL	610,283.76	392951	
MONY/MLOA	267.92	392952	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,345.39	392953	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	392954	
JEFFERSON CTY. TREASURER - TCDRS	579,022.98	392955	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,207.48	392956	
JEFFERSON COUNTY TREASURER	2,462.05	392957	
JEFFERSON COUNTY - TREASURER -	5,184.59	392958	
NECHES FEDERAL CREDIT UNION	65,150.33	392959	
JEFFERSON COUNTY - NATIONWIDE	49,492.90	392960	
TENNESSEE CHILD SUPPORT	115.38	392961	
NCO FINANCIAL SYSTEMS INC	121.97	392962	
SBA - U S DEPARTMENT OF TREASURY	168.49	392963	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	392964	
U S DEPARTMENT OF TREASURY	383.53	392965	
WILLIAM E HEITKAMP	689.00	392966	
JOHN TALTON	235.38	392967	
			3,308,585.84**
GUARDIANSHIP FEE			
KENDALL COCKRELL	200.00	393201	200.00**
MARINE DIVISION			
RITTER @ HOME	95.64	393054	95.64**
ASAP - CONSTABLE PCT 8			
TEXAS WORKFORCE COMMISSION	1,225.80	393072	1,225.80**
2009 PORT SECURITY ARRA			
LJA ENGINEERING INC	670.02	393177	670.02**
SHERIFF-SPINDLETOP HEALTH			
PHILPOTT MOTORS, INC.	591.75	393048	591.75**
			3,935,306.50***



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 ____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

BICENTENNIAL OF THE WAR OF 1812

WHEREAS, the Bicentennial of the War of 1812 often referred to as "America's Second War of Independence" ends on February 16, 2015; and,

WHEREAS, the sacrifices by the sailors, soldiers, and militiamen who fought in the War of 1812 secured the United States of America's rights on the Seas and preserved the Liberties previously won in the American Revolution; and,

WHEREAS, the September 1814 bombardment of Fort McHenry in Baltimore Harbor inspired Francis Scott Key to pen a poem describing American patriotism and bravery and said writing became our country's National Anthem, the "Star Spangled Banner"; and,

WHEREAS, the Treaty of Ghent was signed December 24, 1814 and ratified by President James Madison on February 16, 1815, thus formally ending the War; and,

WHEREAS, American forces, under the command of Major General Andrew Jackson, and including militiamen from Tennessee, Kentucky, Louisiana, and Mississippi, on January 8, 1815 won a most decisive Victory on the plains of Chalmette thus ending the Battle of New Orleans, repelling the British invasion, and thwarting the British plan to separate Louisiana from the United States; and,

WHEREAS, veterans of the War of 1812 were among the first settlers of Texas, over 150 of these veterans are known to be buried in Texas, and today, thousands of Texas citizens trace their lineage back to these patriotic settlers; and,

WHEREAS, on the January 8, 1892, Flora Adams Darling formed the National Society, United States Daughters of 1812, and for over a century the Daughters have dedicated themselves to patriotism, preservation of 1812 documents and relics, and education; and,

WHEREAS, on June 9, 1903, in Austin, Texas, twelve descendants of veterans of the War of 1812 met and held the first meeting of the Texas State Society of the United States Daughters of 1812; whose primary purpose is to promote a more general awareness of the history of said War among the Citizens of Texas and the Nation; and,

WHEREAS, the Texas State Society is the largest state society of the United States Daughters of 1812, being now comprised of twenty-three chapters across the state, with over eight hundred current members.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim February 16, 2015 as “The War of 1812 Remembrance Day” and we urge all citizens to become more knowledgeable of the role the War of 1812 played in the history of our Nation and of the citizens of the Great State of Texas.

SIGNED this _____ day of _____, 2014

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2014

ADMINISTRATIVE PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Appraisal District (JCAD), an agency autonomous from Jefferson County. The Procedures used by JCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

STATEMENT OF PURPOSE

SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected..

DEFINITIONS

SECTION II

(a) "**Abatement**" means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) **"Agreement"** means a contractual agreement between a property owner and/or lessee and the County.

(c) **"Base Year"** means the calendar year in which the abatement contract is executed (signed).

(d) **"Base Year Value"** means the taxable value of eligible industrial realty improvements of the owner within Jefferson County on January 1 preceding the execution of the abatement agreement and which property is owned by the owner, co-owner and/or its parent companies, subsidiaries, partner or joint ventures or any entity exercising legal control over the owner or subject to control by the owner. Owner will attach as Exhibit "F-Affiliates" those properties which are co-owned or which are parent companies, partnerships, joint-ventures or other entities in Jefferson County over which the Owner herein exercises legal control.

(e) **"Deferred Maintenance"** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(f) **"Distribution Center"** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(g) **"Eligible Facilities"** or **"Eligible Projects"** means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(h) **"Eligible Property"** means the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT but does not include personal property.

(i) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(j) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production

capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(k) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(l) **"New Facility"** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(m) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

WHEN ABATEMENT AUTHORIZED

SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f)), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

- (1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Appraisal District's assessment of the eligible property; and
- (2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.
- (3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.
- (4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered By County In Considering Abatement Requests

Section IV

- (a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:
- (1) Existing improvements, if any;
 - (2) Type and value of proposed improvements;
 - (3) Productive life of proposed improvements;
 - (4) Number of existing jobs to be retained by proposed improvements;
 - (5) Number and types of new jobs to be created by proposed improvements;
 - (6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;
 - (7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;
 - (8) The amount of local taxes to be generated directly;
 - (9) The amount the property tax base valuation will be increased during term of abatement and after abatement;
 - (10) The amount of economic impact the Eligible Facility will provide to the local community;

- (11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;
- (12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;
- (13) The population growth of the County projected to occur directly as a result of new improvements;
- (14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;
- (15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (16) The impact of the proposed project on the business opportunities of existing businesses;
- (17) The attraction of other new businesses to the area as a result of the project;
- (18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;
- (19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; Each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating Section III(h)(7): Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information

and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials.

(d) Historically Underutilized Businesses/Disadvantaged Business Enterprises.

The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) Denial of Abatement. Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

(1) There would be a substantial adverse affect on the provision of government service or tax base;

(2) The applicant has insufficient financial capacity;

(3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;

(4) The project would cause a violation of state or federal laws; or

(5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property as provided in Section II(e) shall be fully taxable; and

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

APPLICATION PROCESS

SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section III(h) hereof; a map and property description with specific metes and bounds; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than seventh (7th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (7th) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a

tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT

SECTION VI

(a) Not later than the seventh (7th) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section III(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

RECAPTURE

SECTION VII

(a) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

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

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is understood and agreed by the owner that, if at any time during the abatement, the owner prevails in an action to contest the taxable value of the property of owner that is the subject of the abatement for Unequal Appraisal or revision thereof pursuant to Section 42.26, Texas Tax Code, the County shall reduce the amount of abatement dollar for dollar for each dollar that the taxable value is reduced as a result of that contest.

ADMINISTRATION

SECTION VIII

(a) The Chief Appraiser of the Jefferson County Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction, the designated representative of the Owner shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the County.

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson County Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Board all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

AGREEMENT

SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

SUNSET PROVISION

SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

DISCRETION OF THE COUNTY**SECTION XI**

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

**QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP
AN APPLICATION AND ECONOMIC IMPACT STATEMENT
FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY**

General:

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

Questions to be Answered

- (1) Is your project within a city limit? _____. Name of City _____
- (2) Is your project within an ETJ? . Name of City ETJ _____
- (3) Is your project within an Enterprise or Reinvestment Zone? Which? _____
- (4) Will you own the realty or lease the realty? _____
- (5) Present Appraisal District value of land and any EXISTING improvements owned by the OWNER:
 (Answer this question based on Appraisal District records for the specific site you select.)
 Cost of Land (If you are purchasing): \$ _____
 Number of Acres: _____ or Square Feet: _____
- (6) Type and value of proposed improvements:

 Type of construction:
 (Tiltwall, Build-Out of Existing Facility, Etc.)
 Value of Construction:
 Value of Equipment:

Value of Pollution Control Devices: It is understood and agreed that Applicant. will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements: _____ years, or term of initial lease: _____

(8) Number of existing jobs to be retained by proposed improvements:

 (Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: _____

Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: _____.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill?

(12) Amount property tax base valuation will be increased:

During term of abatement: _____

After term of abatement: _____

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: _____

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: _____

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

(18) The impact on the business opportunities of existing businesses:

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.

EXHIBIT "A"

JEFFERSON COUNTY APPRAISAL DISTRICT PROCEDURE FOR CALCULATING ABATEMENTS

Purpose

The purpose of this procedure is to clarify the method used in calculating a tax abatement. This procedure requires calculation of the Current Year Market Value, Base Year Value, and Taxable Value as these terms are defined below. In accordance with the Jefferson County Uniform Tax Abatement Policy, the Real Property Owner's Current Taxable Value shall not be less than the Base Year Value in order for a project to receive the full amount of abatement.

Calculation of "Base Year Value"

"Base Year Value" for each taxing entity executing an abatement contract is the Taxable Value of all industrial realty improvements of a property owner and/or its affiliates located within that entity for the tax period defined as the "Base Year". "Base year" is defined as the calendar year in which the abatement contract is executed (signed).

Calculation of "Current Year Market Value"

"Current Year Market Value" for each taxing entity executing an abatement agreement is determined by calculating for the Current Tax Year the Market Value of all industrial realty improvements of a property owner and/or its affiliates that comprise the "Base Year Value."

Calculation of "Taxable Value"

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

Calculation of Abated Value

The following procedures are followed for each project for which a tax abatement contract has been executed and for each taxing entity granting the abatement.

VALUE POTENTIALLY ELIGIBLE FOR ABATEMENT:

The Base Year Value is subtracted from the Current Year Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

VALUE AVAILABLE FOR ABATEMENT:

For each project that remains potentially eligible for abatement, a preliminary calculation of the abated value of all other projects for the owner and/or its affiliates, if any, must be made. This calculation must first be done based on a preliminary abated value for subsequent projects since the full calculation has yet to be performed. For multiple abated projects, the calculations of the preliminary abated values are made in chronological order based on the date the contract was executed. Once the abated value for the subsequent project is calculated, if the actual abated value differs from the preliminary abated value, this calculation must be redone in order to reflect the actual abated value.

Once all calculations have been completed, the abated value of other projects for the owner and/or its affiliates, if any, is subtracted from the Value Potentially Available for Abatement. If the difference is greater than zero (0), then the remaining value is the Value Available for Abatement.

If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

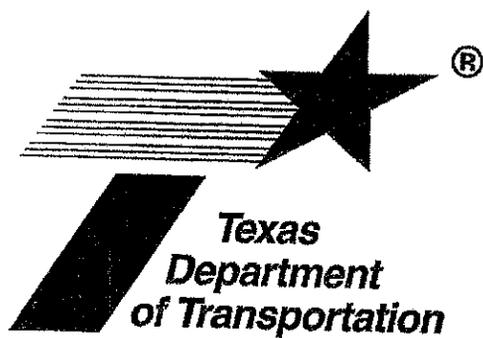
VALUE SUBJECT TO ABATEMENT:

The project base value, if applicable, is subtracted from the current year project value, and the percentage of abatement to be granted is then applied to the net amount to determine the Value Subject to Abatement.

ABATED VALUE:

Any applicable reductions for Foreign Trade Zone or Pollution Control restrictions are subtracted from the Value Subject to Abatement. If the difference is less than the Value Available for Abatement, then this is the Abated Value.

If the difference is greater than the Value Available for Abatement, then the Value Available for Abatement becomes the Abated Value.



County Transportation
Infrastructure Fund Grant
Program
Agreement

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

**COUNTY TRANSPORTATION
INFRASTRUCTURE FUND GRANT AGREEMENT**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and _____ County, acting by and through its duly authorized officials, called the "County."

WITNESSETH

WHEREAS, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

WHEREAS, The County has submitted its application for the Grant funding from the State and its application was approved; and

WHEREAS, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

WHEREAS, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

NOW THEREFORE, the State and the County agree as follows:

AGREEMENT

- 1. Agreement Period.** This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.
- 2. Scope of Work.** The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.
- 3. List of Transportation Infrastructure Projects.** The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty (30) calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting

Contract # _____
 District # _____
 Code Chart 64 # _____
 Project: _____

or completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

4. Project Sources, Uses of Funds, and Reimbursement.

- a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
- b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
- c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
- d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
- e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project.
- f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
- g. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Contract # _____
 District # _____
 Code Chart 64 # _____
 Project: _____

5. Project Responsibilities. The County is responsible for all aspects of the work constituting this Project or list of projects unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that they have complied with all program requirements and applicable federal, state, and local laws and regulations.

6. Final Inspection. The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty (30) days after the inspection is completed.

7. Right of Way and Real Property Acquisition. The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.

8. Suspension. If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

9. Termination of this Agreement. This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, unless the:

- a. Agreement is terminated in writing with the mutual consent of the parties; or
- b. Agreement is terminated because the County has breached the agreement for Failure to Comply as stated in Paragraph 16.

10. Environmental Permitting and Regulatory Issues.

- a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- b. The County is responsible for coordination and environmental clearance.
- c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
- d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
- e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

11. Compliance with Texas Accessibility Standards and ADA. The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter 469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written

Contract # _____
 District # _____
 Code Chart 64 # _____
 Project: _____

certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

12. Project Maintenance. The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

13. Historically Underutilized Business (HUB) Program Requirements. The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

14. Grant Management Standards. The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

15. Certification.

Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

16. Failure to Comply.

- a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
- b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
- c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three (3) years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
- d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
- e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty (30) days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

17. Amendments. An amendment to this agreement must be in writing and executed jointly by the State and the County.

18. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

19. Notices. All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

County:	State:
_____	_____
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and the request shall be honored and carried out by the other party.

20. Legal Construction. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

21. Responsibilities of the Parties.

- a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.
- d. The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.

Contract # _____

District # _____

Code Chart 64 # _____

Project: _____

- e. Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each: (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.

22. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

23. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

24. Sole Agreement. This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

25. Retention of Records and Inspection. The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or their duly authorized representatives for verification, review and inspection at its office during the contract period and for three (3) years from the date the final payment is received by the County or until any impending litigation, or claims are resolved.

26. Signatory Warranty. Each signatory warrants that the signatory has the necessary authority to execute this agreement on behalf of the entity represented.

Contract # _____
District # _____
Code Chart 64 # _____
Project: _____

THIS AGREEMENT IS EXECUTED by the State and the County in duplicate.

THE COUNTY

Signature

Printed Name and Title

Date

THE STATE OF TEXAS

Signature

Typed or Printed Name

Title

Date

DRAFT

ATTACHMENT A
Resolution or Ordinance

ATTACHMENT B

Amount of Grant Award and Funding Commitments

County of: _____

Amount of Grant Funds Awarded by State: _____

Minimum amount of County Matching Funds*: _____

* The State Share will be 90% for counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Application Date: 4/18/14 Permit #: 03 -OW- 14 Precinct#: 2

Business Name: RUTHERFORD Oil Corporation Business Phone: 713-964-3431

Business Address: 8 GREENWAY PLAZA, SUITE 1400, HOUSTON, TEXAS 77046

Local Representative: MIKE RUTHERFORD, JR Local Phone: 713-823-1102

State Permit No. (if applicable): _____

Bond Amount: \$250,000 Bond #: 0650533

Description of Work/Type/Location: TRANSPORT DRILLING RIG & SUPPORT EQUIPMENT TO DRILL SITE, DRILL WELL (± 30 DAYS) and remove Rig and Support Equipment.

Description of Route: I-10 & Hwy 365. Go 6.7 miles on Hwy 365 to LABELLE ROAD. TURN RIGHT ON LABELLE ROAD and go 2.2 miles to GARNER ROAD. TURN left ON GARNER ROAD and go 0.5 miles to location entrance.

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

Signed this 28 day of APRIL 20 14.

RUTHERFORD OIL CORPORATION
Name of Company (Permittee)

JEFFERSON COUNTY

By: Mike S. Rutherford
Title: President

By: Samuel M. Rao
Director of Engineering

Mike S. Rutherford
Applicant's Signature

By: Mike Isham
Precinct Supervisor

RUTHERFORD Oil Corporation
Applicant's Printed Name

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 04/24/14 Application Approved Yes No

If No, give reason: _____

Processed By: ERNEST CLEMENT

Title: ENGINEERING SPECIALIST

Processor's Signature 

ERNEST CLEMENT
Processor's Printed Name

- 4. Company shall provide a surety bond in the sum of [\$ 250,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

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

Agreed and executed this _____ day of _____,

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the _____ day of _____,

Attest:

Jefferson County Clerk

Mike J. [Signature]
Authorized Agent for [Signature]



**SIGN
HERE**



**SIGN
HERE**

THE STATE OF TEXAS,

§
§
§

COUNTY OF JEFFERSON

I, Cindy C. Alstrin a notary public, do hereby certify that on this 21 day of April, 2014, personally appeared before me Mike G. Rutherford, being by me first duly sworn, declared that he is the President of Rutherford Oil Corporation and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 21 day of April, 2014



Cindy C. Alstrin
Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1st road name]: **LABELLE: 2.2 MILES**
 Type of road surface/material: **BLACK TOP**
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]: **GARNER: 0.5 MILES**
 Type of road surface/material: **BLACK TOP**
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:
 Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)
 Foreman \$ **26⁶⁴** per hour x _____ hours = \$ _____

Equipment Operator \$ **27⁷²** per hour x _____ hours = \$ _____

Truck Driver Other \$ **19⁵²** per hour x _____ hours = \$ _____

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

Truck \$ **32⁰⁰** per hour x _____ hours = \$ _____

Grader \$ **50⁰⁰** per hour x _____ hours = \$ _____

Gradall Other \$ **20⁰⁰** per hour x _____ hours = \$ _____

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

Base mtl \$ **31²⁵** Per Ton + \$ _____ per hour x _____ hours = \$ _____

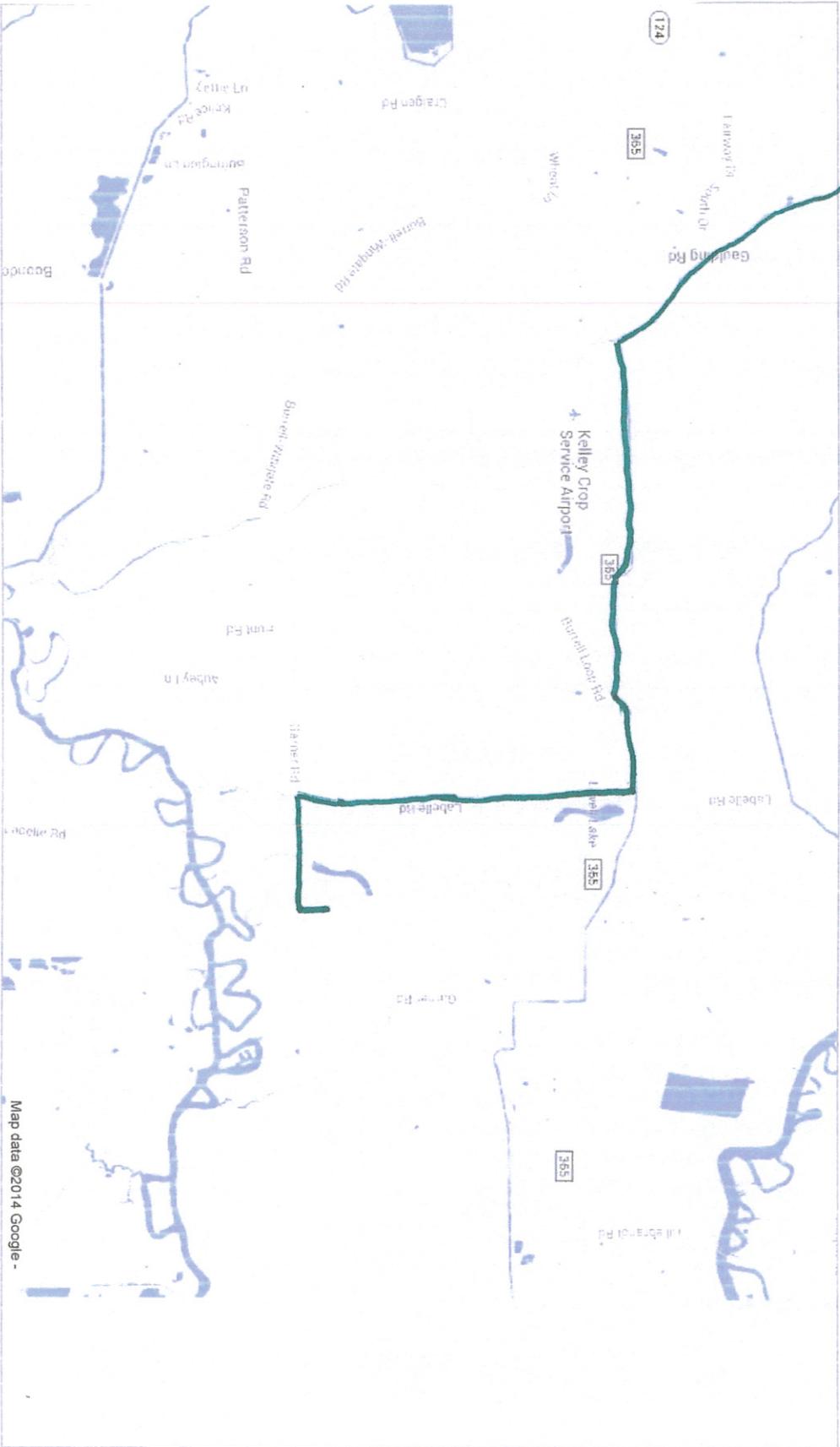
Asphalt \$ **89⁰⁰** Per Ton + \$ _____ per hour x _____ hours = \$ _____

STABILIZED BASE Other at \$ **43⁰⁰** Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____

1-10 e 365
Google

PLANNED ROUTE



To see all the details that are visible on the screen, use the "Print" link next to the map.

PERFORMANCE BOND

BOND # 0650533

KNOW ALL MEN BY THESE PRESENTS, that we,

**Rutherford Oil Corporation ,
8 Greenway Plaza . Suite 1400, Houston, TX 77046**

as PRINCIPAL, and **International Fidelity Insurance Company**, as SURETY (authorized to do business in the State of Texas) are held and firmly bound unto THE COUNTY OF JEFFERSON, TEXAS, hereinafter called the COUNTY, in the penal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and no cents (\$250,000.00), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal has requested a permit by the County of JEFFERSON, Texas, by application dated April 2014, for:

Jefferson County Overweight Vehicle Permit and Road Use Agreement

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this
__23rd__ day of __April__, 2014,

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

PRINCIPAL: Rutherford Oil Corporation SURETY: International Fidelity Insurance Company _

BY: _____

TITLE: _____

By: 
TITLE: Molly Reagan Salazar,
Attorney-in-Fact



Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MOLLY REAGAN SALAZAR

Houston, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under, and by authority of, the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents, on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws, of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

23rd day of April 2014

MARIA BRANCO, Assistant Secretary

Jefferson County's Overweight Policy

COUNTY OF JEFFERSON §

STATE OF TEXAS §

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 23rd day of August, 1999, on motion made by Jimmie P. Cokinos, Commissioner of Precinct No. 1, and seconded by Waymon D. Hallmark, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, a public hearing was held on the 9th day of August, 1999 at 10:00 A.M. in the Jefferson County Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, Beaumont, Texas to discuss the establishment of maximum load limits for all county roads in Jefferson County, and

WHEREAS, notice of said public hearing was published in a newspaper with county wide circulation one time, giving at least seven (7) days but not more than thirty (30) days notice of said hearing as required by Section 251.152, Transportation Code.

It is therefore RESOLVED and ORDERED that the following weight limitations be and hereby are established for all vehicular traffic on county roads pursuant to and in accordance with the county's authority under Section 621.301, Transportation Code.

(a) A vehicle or combination of vehicles may not be operated over or on a county road if the vehicle or combination exceeds the maximum weight of load as specified in Section 621.101, Transportation Code, to wit:

(1) an axle that carries a load heavier than:

- A. 16,000 pounds on high-pressure tires; or
- B. 20,000 pounds on low-pressure tires, including all enforcement tolerances as established in the Transportation Code.

(2) a tandem axle weight heavier than 34,000 pounds, including all enforcement tolerances as established in the Transportation Code.

(3) an overall gross weight on a group of two or more consecutive axles heavier than the weight computed using the following formula and rounding the result to the nearest 500 pounds:

$$W = 500((LN/(N - 1)) + 12N + 36)$$

Where:

"W" is maximum overall gross weight on the group;

"L" is distance in feet between the axles of the group that are the farthest apart; and

"N" is number of axles in the group;

(4) a weight heavier than:

- A. 600 pounds for each inch of tire width concentrated on the surface of the highway on a wheel using high-pressure tires; or
- B. 650 pounds for each inch of tire width concentrated on the surface of the highway on a wheel using low-pressure tires; or

(5) a wheel that carries a load heavier than:

- A. 8,000 pounds on high-pressure tires; or
- B. 10,000 pounds on low-pressure tires.

(b) Notwithstanding Subsection (a)(3), two consecutive sets of tandem axles may carry a gross load of not more than 34,000 pounds each if the overall distance between the first and last axles of the consecutive sets is 36 feet or more. The overall gross weight on a group of two or more consecutive axles may not be heavier than 80,000 pounds, including all enforcement tolerances as established in the Transportation Code.

(c) For the purposes of this ORDER, the load carried on an axle is the total load transmitted to the road by all wheels the centers of which can be included between two parallel transverse vertical planes 40 inches apart, extending across the full width of the vehicle.

Notwithstanding any other provision of this Resolution, the following roads are excluded from the Resolution and are limited to the gross weight limits as indicated:

Hillebrant Road from Humble Road to Hwy. 365 – in Precinct No. 4 and 2. – 10,000 pounds.

, Labelle Road from Steinhagen Road to Hwy. 365 – in Precinct No. 4 and 2 – 32,000 pounds.

Keith Rd. from Hwy. 105 to Calder – in Precinct No. 1 – 32,000 pounds.

Walden Rd. from Major Dr. to South Pine Island – in Precinct No. 1- 32,000 pounds.

South Pine Island to Hwy. 90 – in Precinct No. 1 – 32,000 pounds

Tram Rd. from Hwy. 105 to County Line - in Precinct No. 1 – 32,000 pounds

Tolivar Canal Rd. – in Precinct No. 1 – 32,000 pounds

Gentry Road – from Reins Road to Dishman – in Precinct No. 1 – 32,000 pounds

Grayburg Road – from FM 362 to Highway 90 – in Precinct No. 1 – 32,000 pounds

- Moore Road – from Reins Road to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds
- Dishman Road – from Major Drive to Reins Road – in Precinct No. 1 – 32,000 pounds
- Westbury – from Broadway to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds
- Reins Road – from Highway 105 to Moore Road – in Precinct No. 1 – 32,000 pounds
- Aggie Drive – from Old Sour Lake Road to Highway 90 – in Precinct No. 1 – 32,000 pounds
- Old Sour Lake Road – from Calder Avenue to Bayou – in Precinct No. 1 – 32,000 pounds
- Broadway – from Highway 90 to North China Road – in Precinct No. 1 – 32,000 pounds
- Broadway – from Highway 90 to South China Road – in Precinct No. 1 – 32,000 pounds
- South China to County Line – in Precinct No. 1 – 32,000 pounds
- North China Road to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds
- × Labelle Rd. from Hwy. 73 North to Burrell Wingate Rd.- in Precinct No. 2- 24,000 pounds.
- Jap Rd. from Patterson Rd. South to Hwy. 73- in precinct No. 2 – 28,000 pounds.
- Craigen Rd. from Clark Refining entrance east to Paterson Rd.- in Precinct No. 2 –32,000 pounds.
- Wilber Rd. from New Park Industries entrance South to East Hamshire Rd. – in Precinct 2 and 3 - 32,000 pounds.
- Santa Fe Trail – in Precinct No. 3 – 32,000 pounds.
- Mesa lane – in Precinct No. 3 – 32,000 pounds.
- Mustang Trail – in Precinct No. 3 – 32,000 pounds.
- Sandy Lane – from FM 365 to Dead End in Precinct No. 3 – 32,000 pounds
- Southfork Dr. – in Precinct No. 3 – 32,000 pounds
- Azlea Drive – Precinct No. 3 – 32,000 pounds
- Oleander Ave. – Precinct No. 3 – 32,000 pounds
- Orchid Ave. – Precinct No. 3 – 32,000 pounds
- Camellia Dr. – Precinct No. 3 – 32,000 pounds

Magnolia Dr. – Precinct No. 3 – 32,000 pounds
Holly Ave. – Precinct No 3 – 32,000 pounds
Coon Road – Precinct No. 3 – 32,000 pounds
Gordon Road – Precinct No 3 – 32,000 pounds
Gordon Road – Precinct No. 3 – 32,000 pounds
Glen Road – Precinct No. 3 – 32,000 pounds
East Hamshire Rd. – Precinct No. 3 – 32,000 pounds
North Wilber Rd. – Precinct No. 3 – 32,000 pounds
Bayou Trace – Precinct No. 3 – 32,000 pounds
Cyress Lane – Precinct No. 3 – 32,000 pounds
Wise Road – Precinct No. 3 – 32,000 pounds
Maverick Lane – Precinct No. 3 – 32,000 pounds
Marsh Road – Precinct No. 3 – 32,000 pounds
McCall Road – Precinct No. 3 – 32,000 pounds
League Road – Precinct No. 3 – 32,000 pounds
Alamo Street – Precinct No. 3 – 32,000 pounds
2nd Street – Precinct No. 3. – 32,000 pounds
Main Street – Precinct No. – 32,000 pounds
San Jacinto - Precinct No. 3 – 32,000 pounds
Hall Road – Precinct No. 3 – 32,000 pounds
Fig Plant Rd. – Precinct No. 3 – 32,000 pounds
Powers Road – Precinct No. 3 – 32,000 pounds
West Powers Rd. – Precinct No. 3 – 32,000 pounds
Martin Street – Precinct No. 3 – 32,000 pounds
Glory Road – Precinct No. 3 – 32,000 pounds

Old Big Hill Rd. – Precinct No. 3 – 32,000 pounds
Wilford Road – Precinct No. 3 – 32,000 pounds
Clifton Ave. – Precinct No. 3 – 32,000 pounds
Jackie road – Precinct No. 3 – 32,000 pounds
Dell Dale Ave – Precinct No. 3 – 32,000 pounds
Ward Circle – Precinct No. 3 – 32,000 pounds
Bergeron Drive – Precinct No. 3 – 32,000 pounds
Sandell Drive – Precinct No. 3 – 32,000 pounds
Horton Drive – Precinct No. 3 – 32,000 pounds
Buccaneer Road – Precinct No. 3 – 32,000 pounds
Heckaman Loop – Precinct No. 3 – 32,000 pounds
French Village – Precinct No. 3 – 32,000 pounds
Gallier Road – Precinct No. 3 – 32,000 pounds
Hamshire Rd from Hwy 124 to IH-10 – Precinct No. 3 – 32,000 pounds
Rollins Rd from Englin Rd. to Hwy 124 – Precinct No. 3 – 32,000 pounds
Kiker Rd. from Hwy 124 to Hwy 73 – Precinct No. 3 – 32,000 pounds
Brush Island from Hampshire Rd. to Rollins Rd.-Precinct No. 32,000 pounds

It is further RESOLVED and ORDERED that any vehicular traffic exceeding any of the foregoing weight limits be and hereby is divided into two categories:

CATEGORY 1: OVERWEIGHT VEHICLES – Vehicles exceeding any of the foregoing weight limits but which does not exceed 100,000 pounds in overall gross weight on a group of two or more consecutive axles.

CATEGORY 2: SUPERHEAVY VEHICLES – Vehicles exceeding any of the foregoing weight limits with an overall gross weight on a group of two or more consecutive axles exceeding 100,000 pounds.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 1 and not possessing a valid State permit for overweight vehicles must first notify the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate and then obtain a permit from the Jefferson County Engineer. The initial permit granted by the County Engineer shall be valid for a period of ninety (90) days from the date of its issuance. During this ninety (90) day period it shall be the duty of anyone desiring to operate overweight vehicles to request a permit from the Jefferson County

Commissioners' Court. An operator of an overweight vehicle may be required by the Commissioner's Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the State or County permit. The granting of permits under this provision shall be in accordance with Section 623.018, Transportation Code.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 2 and not possessing a valid state permit for overweight vehicles will be allowed to operate on county roads after notifying the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate, and after obtaining a Category 2 overweight permit from the County Engineer. The initial permit granted by the County Engineer shall be valid for a ninety (90) day period; it shall be the duty of anyone desiring to operate superheavy vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of a superheavy vehicle may be required by the Commissioners' Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the County permit. The granting of permits under this provision shall be in accordance with Section 623.018, Transportation Code. A \$200.00 fee shall be charged for Category 2 superheavy permits.

It is therefore RESOLVED and ORDERED that the following:

Who Must Apply

Any person, company or corporation wishing to operate a motor vehicle, trailer, semitrailer, or combination of those vehicles, or a truck-tractor or combination of a truck-tractor and one or more other vehicles, that is in itself overweight, oversize or overlength, or while in the action of transporting a commodity, is overweight, oversize or overlength, on the roadways of Jefferson County, or in the opinion of the County Engineer could severely damage the roadway.

A maximum weight set under this resolution does not apply to a vehicle delivering groceries or farm products to a destination requiring travel over a road for which the maximum is set.

A maximum weight or load set under this policy becomes effective on a highway or road when appropriate signs giving notice of the maximum weight or load are erected on the highway or road under order of the Commissioners Court.

Any person, company or corporation in possession of a valid and current overweight vehicle permit issued by the State of Texas, as defined in the State of Texas' Transportation Code, section 623.011, "Permit For Excess Axle Or Gross Weight", is exempt from having to obtain an overweight vehicle permit from Jefferson County. Any person, company or corporation issued a state permit under the above section must provide copies of the issued permit and bonds provided to the state, along with the completed permit application to the address listed below under Application.

The permittee shall comply with all rules, regulations, principals and specifications herein contained and any others subsequently adopted by the Jefferson County Commissioners' Court prior to the issuance of the permit.

Application

The permittee must complete seven (7) copies of the form herein contained, outlining in detail the purpose and route of the overweight vehicle. A plat of the project area identifying the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership.

A current USGS (United States Geological Survey) 7.5' Quad map with the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership will satisfy the plat requirements.

The completed application forms and maps must be returned to:

Jefferson County Engineering Department

1149 Pearl Street – 5th Floor

Beaumont, Texas 77701

Changes and Alterations

Advance notification in writing will be required for any changes or alterations in the Overweight Vehicle Permit except in emergency situations where the safety of the public would be endangered.

In any such emergency, contact the County Engineer by phone (409) 835-8584 and inform him/her of the emergency situation and any proposed solution. As soon as practical, but no later than 48 hours after starting the emergency response, the permit holder shall notify the County Engineer in writing of the emergency response effected, in detail and the reason(s) immediate action was necessary.

Time Limits

The permit holder is allowed ninety (90) days from the granting of the permit to complete operations. If the permit holder can not complete the work within the allowed time frame specified, the permit holder may re-apply. Any re-application must be completed prior to the expiration of the previously issued permit.

Bonds

Permit holder shall have in force with Jefferson County a performance bond in the principal amounts of **\$10,000.00** for each roadway crossing and **\$100,000.00** per mile or fraction thereof or **\$25,000.00** per culvert crossing. The bond shall be payable to Jefferson County for the use and benefit of protecting against damage to Jefferson County's property.

The bond shall provide that it may not be cancelled, altered or otherwise modified without fifteen (15) days prior written notice to Jefferson County. The bond shall be good and in effect for the length of the permit or such time as operations may be reasonably expected to be in effect.

Violations of this order shall be adjudicated in accordance with Section 251.161, Transportation Code

which provides that a violation of a County Weight Limit Order is a misdemeanor which will be punished by a fine not to exceed \$50.00 for the first offense; a fine not to exceed \$200.00 for the second offense; and for each subsequent offense a fine not to exceed \$500.00; confinement in the county jail for a period not to exceed 60 days; or both the fine and confinement.

This resolution supersedes and repeals the 1986 resolution of the Jefferson County Commissioners' Court concerning maximum weight limits for County roads, and shall be in full force and effect from the 23rd day of August, 1999.

PASSED this 23rd day of August, 1999.


JUDGE CARL GRIFFITH JR.

 COMMISSIONER JIMMIE P. CORNS Precinct No. 1	 COMMISSIONER WAYMON D. HALLMARK Precinct No. 3
 COMMISSIONER MABE DOMINGUE Precinct No. 2	 COMMISSIONER ED MOORE Precinct No. 4



[Download Overweight Vehicle Permit](#)

[Back to Engineering](#)





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 _____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Resolution was adopted:

WHEREAS, JOHN B. HEBERT, has devoted 16 years of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, JOHN B. HEBERT, has dedicated his talents and pledged his services as an Aircraft Mechanic and Marine Mechanic for the Jefferson County Sheriff's Office; and

WHEREAS, JOHN B. HEBERT, has made an outstanding contribution to the Aviation Division and Marine Unit serving as an Aircraft Mechanic and Marine Mechanic, both positions require experience and safety training. As an Aircraft Mechanic he was responsible for maintaining the aircraft's safety standards mandated by the Federal Aviation Administration; as a Marine Mechanic he performed preventative and repair maintenance to keep all vessels and equipment in good operating condition; and

WHEREAS, through hard work and commitment to excellence, **JOHN B. HEBERT**, has earned the respect of his colleagues and the citizens of Jefferson County; and

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

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

SIGNED this _____ day of _____, 2014.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, April 28, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, April 28, 2014