

SPECIAL, 7/7/2014 1:30:00 PM

BE IT REMEMBERED that on July 07, 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
July 07, 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
July 07, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **07th** day of **July 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:

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

PURCHASING:

1. Consider and approve award, execute, receive and file lease agreements based on award of (RFP 14-003/JW), Lease of Properties Acquired as a Result of "Buy Out" (Remaining Available Properties), as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 10 - 30

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 14-013/JW), Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County, as shown on Attachment B.

SEE ATTACHMENTS ON PAGES 31 - 33

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

3. Consider and approve Amended Lease Purchase Agreement (11-011/KJS) with DeLage Landen Public Finance LLC in accordance with TX Buy Board Contract#379-11 for upgrade or replacement equipment for the following departments: Court at Law#1, Court at Law#2, Court at Law#3, Road and Bridge Pct#4, Treasurer's Office, Juvenile Probation, Election Barn and Engineering.

SEE ATTACHMENTS ON PAGES 34 - 45

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

4. Consider and approve budget transfer - County Court @ Law I - replacement of copier.

120-2051-412-5077	CONTRACTUAL SERVICE	\$832.00	
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*Notice of Meeting and Agenda and Minutes
July 07, 2014*

120-2051-412-1042	BAILIFF		\$832.00
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SEE ATTACHMENTS ON PAGES 46 - 46

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

5. Consider and approve budget transfer - Treasurer - replacement of copier.

120-1017-415-5077	CONTRACTUAL SERVICE	\$244.00	
120-1017-415-1002	ASSISTANTS & CLERKS		\$244.00

SEE ATTACHMENTS ON PAGES 47 - 47

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

6. Consider and approve budget transfer - Juvenile Detention - replacement of copier.

120-3064-424-5053	RENT-EQUIPMENT	\$984.00	
120-3064-424-1002	ASSISTANTS & CLERKS		\$984.00

SEE ATTACHMENTS ON PAGES 48 - 48

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

7. Consider and approve budget transfer - Elections Department - replacement of copier.

120-1034-414-5053	RENT-EQUIPMENT	\$943.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$943.00

SEE ATTACHMENTS ON PAGES 49 - 49

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

*Notice of Meeting and Agenda and Minutes
July 07, 2014*

8. Receive and file Financial & Operating Statements for the Month Ending May 31, 2014.

SEE ATTACHMENTS ON PAGES 50 - 64

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

9. Consider and approve acceptance from Legacy Community Development Corporation in the amount of \$20,573.19 for the Cheek Sewer Improvement Project.

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

10. Regular County Bills - check #395453 through check #395753.

SEE ATTACHMENTS ON PAGES 65 - 75

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

COUNTY COMMISSIONERS:

11. Consider, possibly approve and authorize the County Judge to execute an Inter-Local Agreement between Jefferson County and the city of Port Arthur for improvements to and maintenance of the Martin J. "Popeye" Park in Port Arthur, Texas.

SEE ATTACHMENTS ON PAGES 76 - 78

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

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12. Consider and possibly grant a 30 day extension for Jefferson County Emergency Services District to submit their annual audit required by Sec. 775.082, Texas Health and Safety Code to require the audit to be submitted on or before August 1, 2014.

SEE ATTACHMENTS ON PAGES 79 - 81

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

13. Consider, possibly approve, receive and file Certificate of Participation for Commissioner Michael S. Sinegal completing 10.5 hours of Educational Training during school for County Commissioners Courts February 4-6, 2014 College Station, Texas.

SEE ATTACHMENTS ON PAGES 82 - 83

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

14. Consider and possibly approve Resolution commending Lorence Richard for 26 years and 2 months of service to Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 84 - 85

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

15. Consider, possibly approve and authorize the County Judge to execute a Memorandum of Understanding between ExxonMobil Oil Corporation and Jefferson County regarding the use of Gulf States Road- Precinct # 4.

SEE ATTACHMENTS ON PAGES 86 - 89

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

Notice of Meeting and Agenda and Minutes
July 07, 2014

16. Consider and possibly approve a Resolution for “Save Our Children.”

SEE ATTACHMENTS ON PAGES 90 - 90

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge

ATTACHMENT A

RFP 14-003/JW, Lease of Properties Acquired as a Result of "Buy Out" (Remaining Available Properties) Final Tabulation

	Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
Scott H. Courville 8530 FM 365 Beaumont, TX 77705	62	26	11242	Hickory Ln	Beaumont, TX	77705	15 16 17 1 Country Road Est Sect 2 Abstract 014853	29.91735	-94.09621	\$1.00
Scott H. Courville 8530 FM 365 Beaumont, TX 77705	64	25	11258	Sweetgum Ln	Beaumont, TX	77705	14 1 Country Road Est Sect 2 Abstract 014853	29.91743	-94.09586	\$1.00
Scott H. Courville 8530 FM 365 Beaumont, TX 77705	66	24	11276	Sweetgum Ln	Beaumont, TX	77705	13 1 Country Road Est Sect 2 Abstract 014853	29.91741	-94.09556	\$1.00
Scott H. Courville 8530 FM 365 Beaumont, TX 77705	67	21	11300	Sweetgum Ln	Beaumont, TX	77705	10 & 11 1 Country Road Est Sect 1 12 1 Country Road Est Sect 2 Abstract 014852	29.91734	-94.09434	\$1.00
Darrell L. Faulk 555 Hillebrandt Acres Beaumont, TX 77705	13	118	611	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres Lot 11 Block 6 Abst 26 M Grange Tract 74 .649, Abstract 029250	29.93409	-94.11089	\$2.50
Levacy Family Partnership, LTD 3345 Plaza 10 Drive Beaumont, TX 77707	101	120	1513	Hillebrandt Acres	Beaumont, TX	77705	L26 B1, Hillebrandt Acres	29 55 48.45 N	94 07 15.60 W	\$21.00
Theresa White 3513 Glen Drive Beaumont, TX 77705	26	140	3590	Doucet	Beaumont, TX	77705	Tract 6449 Wm Smith .25 Abstract 300049 Lot 64	29.93611	-94.0919	\$4.166* *Bid \$50.00 per year

Attachment B**IFB 14-013/JW****Term Contract for Temporary Canteen (Meal Catering)****Disaster/Emergency for Jefferson County****Final Tabulation**

		John Paul's Food Service, LLC. 6625 Knollwood Dr. Beaumont, TX 77706 Contact: Paul D. Brack 409-454-5171 phone johnpaulscafe@aol.com	MLG F & B Services, Inc. 4430 Dowlen Road Beaumont, TX 77706 Contact: Loren Hoffmann 586-322-1555 phone lhoffman@majorleaguegrill.com
Item	Description	Price Per Meal/Per Person	Price Per Meal/Per Person
1	Breakfast	\$11.00	\$12.99
2	Lunch	\$13.00	\$15.99
3	Dinner	\$19.00	\$19.99
4	Boxed Lunch	\$9.00	\$10.99
Total Per Day =		\$52.00	\$59.96

ATTACHMENT A

RFP 14-003/JW, Lease of Properties Acquired as a Result of "Buy Out" (Remaining Available Properties) Final Tabulation

	Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Monthly Lease Amount in Dollars
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Scott H. Courville 8530 FM 365 Beaumont, TX 77705	64	25	11258	Sweetgum Ln	Beaumont, TX	77705	14 1 Country Road Est Sect 2 Abstract 014853	29.91743	-94.09586	\$1.00
Scott H. Courville 8530 FM 365 Beaumont, TX 77705	66	24	11276	Sweetgum Ln	Beaumont, TX	77705	13 1 Country Road Est Sect 2 Abstract 014853	29.91741	-94.09556	\$1.00
Scott H. Courville 8530 FM 365 Beaumont, TX 77705	67	21	11300	Sweetgum Ln	Beaumont, TX	77705	10 & 11 1 Country Road Est Sect 1 12 1 Country Road Est Sect 2 Abstract 014852	29.91734	-94.09434	\$1.00
Darrell L. Faulk 555 Hillebrandt Acres Beaumont, TX 77705	13	118	611	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres Lot 11 Block 6 Abst 26 M Grange Tract 74 .649, Abstract 029250	29.93409	-94.11089	\$2.50
Levacy Family Partnership, LTD 3345 Plaza 10 Drive Beaumont, TX 77707	101	120	1513	Hillebrandt Acres	Beaumont, TX	77705	L26 B1, Hillebrandt Acres	29 55 48.45 N	94 07 15.60 W	\$21.00
Theresa White 3513 Glen Drive Beaumont, TX 77705	26	140	3590	Doucet	Beaumont, TX	77705	Tract 6449 Wm Smith .25 Abstract 300049 Lot 64	29.93611	-94.0919	\$4.166* *Bid \$50.00 per year

LEASE AGREEMENT

May 14, 2014

THE STATE OF TEXAS	§	Scott H. Courville
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Scott H. Courville** hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following four (4) properties, in Jefferson County, Texas, hereinafter called the "Property.":

1. **11242 Hickory Ln, Beaumont, TX 77705** being described as **15 16 17 1 Country Road Est, Sect 2, Abstract 014853**
2. **11258 Sweetgum Ln, Beaumont, TX 77705**, being described as **14 1 Country Road Est, Sect 2, Abstract 014853**
3. **11276 Sweetgum Ln, Beaumont, TX 77705**, being described as **13 1 Country Road Est, Sect 2, Abstract 014853**
4. **11300 Sweetgum Ln, Beaumont, TX 77705**, being described as **10 & 11 1 Country Road Est, Sect 1 12 1, Country Road Est, Sect 2, Abstract 014852**

The lease amount shall be **\$48.00** per year for 5 years for a total of **\$240.00**, payable at the time of Lease execution in Commissioner's Court. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the Property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;

6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health; or
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County.

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **SCOTT H. COURVILLE, 8530 FM 365, Beaumont, TX 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

SUCCESSORS AND ASSIGNS

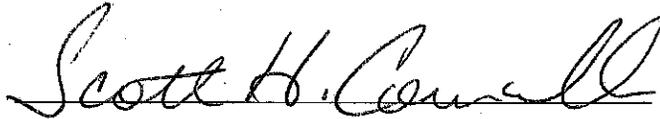
Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on _____.

JEFF R. BRANICK, COUNTY JUDGE



LESSEE: SCOTT H. COURVILLE

Attest:

Carolyn Guidry, County Clerk

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **11242 Hickory Ln, Beaumont, TX 77705; 11258 Sweetgum Ln, Beaumont, TX 77705; 11276 Sweetgum Ln, Beaumont, TX 77705; 11300 Sweetgum Ln, Beaumont, TX 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11242 Hickory Ln, Beaumont, TX 77705; 11258 Sweetgum Ln, Beaumont, TX 77705; 11276 Sweetgum Ln, Beaumont, TX 77705; 11300 Sweetgum Ln, Beaumont, TX 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **SCOTT H. COURVILLE.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Scott H. Courville

Signature

6-22-2014

Date

Scott H. Courville

Printed Name

8530 Fm 365 Beaumont Tx 77705

Address

409-550-4270

Telephone Number

LEASE AGREEMENT

May 2, 2014

THE STATE OF TEXAS	§	Darrell L. Faulk
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Darrell L. Faulk** hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property at **611 Hillebrandt Acres, Beaumont, TX 77705** being described as **Hillebrandt Acres Lot 11 Block 6 Abst 26 M Grange Tract 74.649 Abstract 029250, Jefferson County, Texas** hereinafter called the "Property."

The lease amount shall be **\$30.00** per year for 5 years for a total of **\$150.00**, payable at the time of Lease execution in Commissioner's Court. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the Property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health; or
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County.

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **DARRELL L. FAULK, 555 Hillebrandt Acres, Beaumont, TX 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on _____.

JEFF R. BRANICK, COUNTY JUDGE

Darrell L. Faulk

LESSEE: **DARRELL L. FAULK**

Attest:

Carolyn Guidry, County Clerk

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **611 HILLEBRANDT ACRES, BEAUMONT, TX 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **611 HILLEBRANDT ACRES, BEAUMONT, TX 77705.** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **DARRELL L. FAULK.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Darrell L. Faulk

Signature

5-28-14

Date

DARRELL L. FAULK

Printed Name

3324 TERRACE Dr. NEDERLAND, TX 77627

Address

(409) 728-7881

Telephone Number

LEASE AGREEMENT

May 14, 2014

<p>THE STATE OF TEXAS</p> <p>COUNTY OF JEFFERSON</p>	<p>§</p> <p>§</p> <p>§</p>	<p>LEVACY FAMILY PARTNERSHIP, LTD.</p>
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THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Levacy Family Partnership, Ltd.** hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property at **1513 Hillebrandt Acres, Beaumont, TX 77705, Jefferson County, Texas** being described as **L26 B1, Hillebrandt Acres**, hereinafter called the "Property."

The lease amount shall be **\$252.00** per year for 5 years for a total of **\$1260.00**, payable at the time of Lease execution in Commissioner's Court. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the Property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health; or
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County.

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **LEVACY FAMILY PARTNERSHIP, LTD., 3345 Plaza 10 Drive, Beaumont, TX 77707.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on _____.

JEFF R. BRANICK, COUNTY JUDGE

Neil A. LeVacy, Managing Partner

LESSEE: LEVACY FAMILY PARTNERHIP, LTD.

Attest:

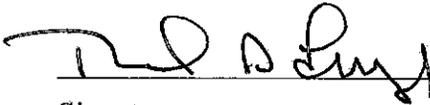
Carolyn Guidry, County Clerk

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **1513 HILLEBRANDT ACRES, BEAUMONT, TX 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **1513 HILLEBRANDT ACRES, BEAUMONT, TX 77705.** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **LEVACY FAMILY PARTNERSHIP, LTD.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature

Date

Richard A. Levacy

Printed Name

3345 PLAZA 10 DR 77707

Address

409 833-0644

Telephone Number

LEASE AGREEMENT

May 14, 2014

<p>THE STATE OF TEXAS</p> <p>COUNTY OF JEFFERSON</p>	<p>§</p> <p>§</p> <p>§</p>	<p>Theresa White</p>
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THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Theresa White** hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property at **3590 Doucet, Beaumont, TX 77705**, being described as **Tract 6449 Wm Smith .25 Abstract 300049 Lot 64, Jefferson County, Texas**, hereinafter called the "Property."

The lease amount shall be **\$50.00** per year for 5 years for a total of **\$250.00**, payable at the time of Lease execution in Commissioner's Court. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the Property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health; or
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County.

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **THERESA WHITE, 3513 Glen Drive, Beaumont, TX 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

SUCCESSORS AND ASSIGNS

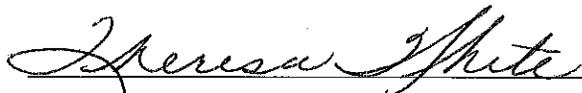
Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on _____.

JEFF R. BRANICK, COUNTY JUDGE



LESSEE: THERESA WHITE

Attest:

Carolyn Guidry, County Clerk

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **3590 DOUCET, BEAUMONT, TX 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **3590 DOUCET, BEAUMONT, TX 77705**. UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **THERESA WHITE**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Theresa White
Signature

June 2, 2014
Date

Theresa White
Printed Name

3513 Glen DR.
Address *Beaumont, TX*
77705

409-201-2716
Telephone Number

Attachment B**IFB 14-013/JW****Term Contract for Temporary Canteen (Meal Catering)
Disaster/Emergency for Jefferson County****Final Tabulation**

Item	Description	Price Per Meal/Per Person	Price Per Meal/Per Person
1	Breakfast	\$11.00	\$12.99
2	Lunch	\$13.00	\$15.99
3	Dinner	\$19.00	\$19.99
4	Boxed Lunch	\$9.00	\$10.99
Total Per Day =		\$52.00	\$59.96

John Paul's Food Service, LLC. 6625 Knollwood Dr. Beaumont, TX 77706 Contact: Paul D. Brack 409-454-5171 phone johnpaulscafe@aol.com	MLG F & B Services, Inc. 4430 Dowlen Road Beaumont, TX 77706 Contact: Loren Hoffmann 586-322-1555 phone lhoffman@majorleaguegrill.com
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OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

John Paul's Food Service, LLC

Company Name

For clarification of this offer, contact:

6625 Knollwood Dr.

Address

Paul D. Brack

Name

Beaumont Tx 77706

City

State

Zip

409-454-5171

Phone

Fax

Paul D. Brack

Signature of Person Authorized to Sign

johnpaulscafe@aol.com

E-mail

Paul D. Brack

Printed Name

Owner

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 14-013/JW, Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Date

Bidder Shall Return Completed Form with Offer.

4785 Eastex Freeway
 Beaumont, TX 77706
 Phone (409) 892-0671
 Fax (409) 892-6323
www.stargraphicsinc.com

Star graphics

The Office Equipment Specialist

Since 1982

Tuesday, July 01, 2014

SHARP



Jefferson County
1149 Pearl St
Beaumont, TX 77701
ATTN: Deb Clark



Proposed Equipment TX BuyBoard Contract #379-11

Department	Model	Description	Summary Billed Lease Payment 22 Months
Court at Law 1	MX-M365N	36 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security/Fax- Upgrade from MX-B402	\$350.69
Court at Law 2	MX-B402	40 PPM B&W Copy/Print/Color Scan. Came from Court at Law 1 - They take over monthly amount	\$73.36- Already under Lease. Auditor will need to start billing to Law 2
Court at Law 3	MX-B402	40 PPM B&W Copy/Print/Color Scan. Came from Election Barn/ County Clerk Voting They take over monthly amount	\$73.36- Already under Lease. Auditor will need to start billing to Law 3
Road and Bridge Pct. 4	MX-M365N	36 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security	\$327.69
Treasurer's Office	MX-M465N	46 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security/Fax	\$373.46
Juvenile	MX-M365N	36 PPM B&W Copy/Print/Color Scan/Staple/Hole Punch/Data Security	\$327.69
Election Barn	MX-M365N	36 PPM B&W Copy/Print/Color Scan/Staple/Data Security/LCT	\$387.38
Engineering	MX-5141N	51 PPM Color Copy/Print/Color Scan/Staple/Data Security/LCT	\$557.49

Service agreement includes parts, labor, toner, and drums (excludes paper).

Rolled into the Master Service Agreement. \$0.006 for B&W and \$0.07 for Color.

Thank you for the opportunity to submit a proposal. Please contact us if you have any questions or need any additional information at (409) 892-0671.

Sincerely,

Ryan Skinner
 Vice President Sales
 Star Graphics, Inc.
 409-892-0671

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER PUB 13484

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT

1. Bank Qualification Section

- Read and check box if appropriate

2. Lessee Signature

- Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, NC, NJ, NY, OH, OK, & TX

- Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VI. 8038 OR GC — IRS FORM

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE):

- Insurance Certificate for Property – List _____ and/or Its Assigns as “loss payee” to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase “throughout jurisdiction” may be used. Must also list amount being financed.
- Insurance Certificate for Liability – List _____ and/or Its Assigns as “additional insured.”
- Vendor invoice listing customer as both bill to and ship to party (to be provided by vendor)
- Completed Billing Information form
- Advance payment check made payable to _____
- State sales tax exemption certificate
- *Note: Valid State Sales Tax Exemption Certificate is on file with DLL
- _____
- _____

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: Stephen Kubick

Email: skubick@leasedirect.com

Or Fax number: (800) 700-4643

Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087

De Lage Landen Public Finance LLC

State and Local Government Lease-Purchase Agreement

1111 Old Eagle School Road
Wayne, PA 19087

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name JEFFERSON COUNTY	Phone Number (409) 835-8439
	DBA Name (if any)	Purchase Order Requisition Number
	Billing Address 1149 Pearl Street, 7th Floor	City Beaumont
		Zip 77701
	Send Invoice to Attention of:	

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				Please see attached equipment description as "Attachment 2"
	Equipment Location (if not same as above)	City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments 22	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) 22	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Annually <input type="checkbox"/> Other _____
		End of Lease Option: \$1

BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	<input type="checkbox"/> Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature _____	Date _____
	Title _____	
	Print Name _____	
	Legal Name of Corporation JEFFERSON COUNTY	(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR	Lessor Signature _____	Date _____
	Print Name _____	
	Title _____	
	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	Lease Number PUB 13484	
	Lease Date July 24 , 2014	
	Vendor I.D. Number J2426	

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

TEXAS ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: JEFFERSON COUNTY

LEASE NUMBER: PUB 13484

LEASE DATE: July 24, 2014

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. **Section 2** of the Lease is hereby amended by adding the following sentence at the end of that Section:

The Full Lease Term does not exceed 25 years.

2. **Section 4** of the Lease is hereby deleted and the following **Section 4** is hereby inserted in lieu thereof:

4. CONTINUATION OF LEASE TERM. The decision whether or not to budget or appropriate funds for any Renewal Term is solely within the discretion of YOUR then-current governing body.

3. **Section 10** of the Lease is hereby amended by adding the following sentence at the end of that Section:

Notwithstanding the foregoing, the Lease may be assigned by US only as a whole, not in part.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE	Legal Name of Lessee <u>JEFFERSON COUNTY</u>
	Signature _____ Date _____
	Print Name _____
	Title _____
<small>(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)</small>	

LESSOR SIGNATURE	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
	Lease Number <u>PUB 13484</u>

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ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: JEFFERSON COUNTY

LEASE NUMBER: PUB 13484

LEASE DATE: July 24, 2014

Payment Number	Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	07/24/2014	0.00	0.00	0.00	49,110.50	0.00
1	08/24/2014	2,324.40	174.05	2,150.35	46,960.15	48,368.95
2	09/24/2014	2,324.40	166.42	2,157.98	44,802.17	46,146.24
3	10/24/2014	2,324.40	158.78	2,165.62	42,636.55	43,915.65
4	11/24/2014	2,324.40	151.10	2,173.30	40,463.25	41,677.15
5	12/24/2014	2,324.40	143.40	2,181.00	38,282.25	39,430.72
6	01/24/2015	2,324.40	135.67	2,188.73	36,093.52	37,176.33
7	02/24/2015	2,324.40	127.91	2,196.49	33,897.03	34,913.94
8	03/24/2015	2,324.40	120.13	2,204.27	31,692.76	32,643.54
9	04/24/2015	2,324.40	112.32	2,212.08	29,480.68	30,365.10
10	05/24/2015	2,324.40	104.48	2,219.92	27,260.76	28,078.58
11	06/24/2015	2,324.40	96.61	2,227.79	25,032.97	25,783.96
12	07/24/2015	2,324.40	88.72	2,235.68	22,797.29	23,481.21
13	08/24/2015	2,324.40	80.79	2,243.61	20,553.68	21,170.29
14	09/24/2015	2,324.40	72.84	2,251.56	18,302.12	18,851.18
15	10/24/2015	2,324.40	64.86	2,259.54	16,042.58	16,523.86
16	11/24/2015	2,324.40	56.85	2,267.55	13,775.03	14,188.28
17	12/24/2015	2,324.40	48.82	2,275.58	11,499.45	11,844.43
18	01/24/2016	2,324.40	40.75	2,283.65	9,215.80	9,492.27
19	02/24/2016	2,324.40	32.66	2,291.74	6,924.06	7,131.78
20	03/24/2016	2,324.40	24.54	2,299.86	4,624.20	4,762.93
21	04/24/2016	2,324.40	16.39	2,308.01	2,316.19	2,385.68
22	05/24/2016	2,324.40	8.21	2,316.19	0.00	0.00
Grand Totals		51,136.80	2,026.30	49,110.50		

Sales tax of \$0.00 is included in the financed amount shown above.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 2

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: JEFFERSON COUNTY

LEASE NUMBER: PUB 13754

LEASE DATE: July 24, 20 14

Quantity	Description/Serial No./Model No.	Location
4	New Sharp MX-M365N Digital Copiers With Attachments S/N: _____ S/N: _____ S/N: _____ S/N: _____	
1	New Sharp MX-M465N Digital Copier With Attachments S/N: _____	
1	New Sharp MX-5141N Digital Copier With Attachments S/N: _____	

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

Billing Address: _____

Attention: _____
(Name of individual who will process payments)

Telephone Number: _____

Email Address: _____

FEDERAL ID#: _____

Primary Contact Name: _____

Primary Contact Number: _____

Do you require a P.O.# to be referenced on invoices you receive from us? YES NO

P.O.#: _____

Do you have multiple leases, and would like them all billed on one invoice (summary billing)? YES NO

This form completed by: _____
(Name and Title)

CONTACT INFORMATION FOR FORM 8038 FILINGS

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

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When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(II).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the persons that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form** 4 hr., 46 min.
- Preparing the form** 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of July 24, 2014, between **De Lage Landen Public Finance LLC**, as Lessor, and JEFFERSON COUNTY, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee <u>JEFFERSON COUNTY</u>
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFDOC055v1

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE 

SUBJECT: BUDGET TRANSFER

DATE: JULY 2, 2014

The following budget transfer for is necessary for County Court at I for replacement of copier. Please call if you have any questions.

120-2051-412-5077 Contractual Services \$832

120-2051-412-1042 Bailiff \$832

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE 

SUBJECT: BUDGET TRANSFER

DATE: JULY 2, 2014

The following budget transfer for is necessary for Treasurer for replacement of copier. Please call if you have any questions.

120-1017-415-5077 Contractual Services \$244

120-1017-415-1002 Assistants & Clerks \$244

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE 

SUBJECT: BUDGET TRANSFER

DATE: JULY 2, 2014

The following budget transfer for is necessary for Juvenile Detention for replacement of copier. Please call if you have any questions.

120-3064-424-5053 Rent-Equipment \$984

120-3064-424-1002 Assistants & Clerks \$984

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE 

SUBJECT: BUDGET TRANSFER

DATE: JULY 2, 2014

The following budget amendment for is necessary for Elections Department for replacement of copier. Please call if you have any questions.

120-1034-414-5053 Rent-Equipment \$943

120-999-415-9999 Contingency \$943

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending May 31, 2014



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



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

June 27, 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 May 31, 2014 together with the results of operations of the budget for the eighth period then ended.

Revenue:

Total budgeted revenue collected for the month ending May 31, 2014 is \$106,578,191. Budgeted Revenues are \$120,094,477 leaving \$13,516,286 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 \$82,684,144 for the first eight months of the year. This amount represents 98% of the budgeted amount of \$84,630,980.

Sales Taxes:

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

Page Two

Licenses & Permits:

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

Intergovernmental:

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

Fees:

Ninety-three 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:

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

Interest:

Sixty-eight 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, sixty-three 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
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE EIGHT MONTHS ENDING MAY 31, 2014
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending May 31, 2014

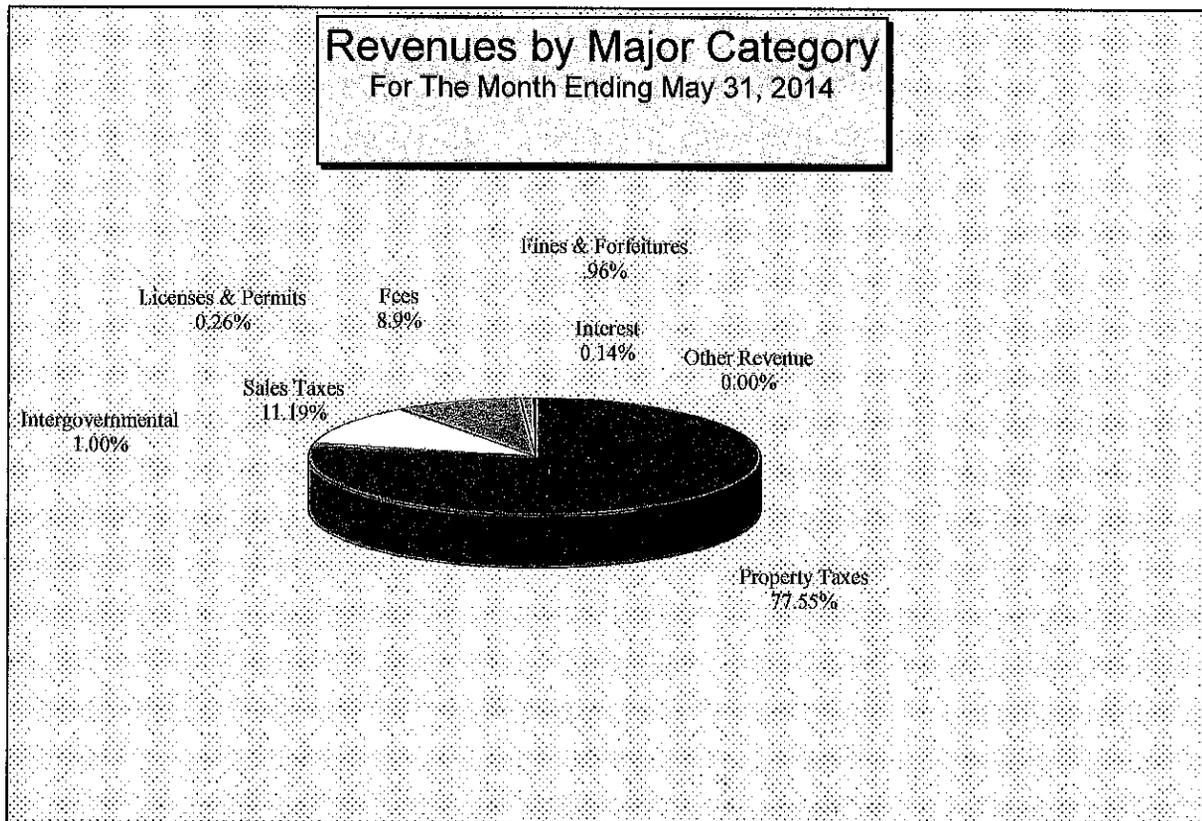
	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 74,348,086	15,411,847	9,774,991	6,056,031	(768,495)	2,099,738	\$ 106,922,198
Receivables & Prepaids	6,363,139	94,241	-	149,689	193,437	-	6,800,506
Intergovernmental Receivables	1,480,243	(6,082)	-	-	-	-	1,474,161
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
Total Assets	\$ <u>82,929,440</u>	\$ <u>15,539,917</u>	\$ <u>9,774,991</u>	\$ <u>6,205,720</u>	\$ <u>86,664,759</u>	\$ <u>2,099,738</u>	\$ <u>203,214,565</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 3,178,955	430,719	-	-	54,388	1,711,178	\$ 5,375,240
Intergovernmental Payables	360	7,022	-	-	43	-	7,425
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	5,639,416	82,625	-	130,866	457,966	-	6,310,873
Fund Balance/Equity	<u>74,110,709</u>	<u>15,019,551</u>	<u>9,774,991</u>	<u>6,074,854</u>	<u>86,152,362</u>	<u>388,560</u>	<u>191,521,027</u>
Total Liabilities and Fund Balance/Equity	\$ <u>82,929,440</u>	\$ <u>15,539,917</u>	\$ <u>9,774,991</u>	\$ <u>6,205,720</u>	\$ <u>86,664,759</u>	\$ <u>2,099,738</u>	\$ <u>203,214,565</u>

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

	<u>4/30/2014</u>	<u>Month Ending 5/31/2014</u>				<u>5/31/2014</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	\$ 420,747	\$ 4,478	\$ 14,333	\$ -	\$ -	\$ 410,892
Road & Bridge Pct. 1	1,737,497	85,820	102,006	-	-	1,721,311
Road & Bridge Pct. 2	853,545	79,372	294,261	-	-	638,656
Road & Bridge Pct. 3	987,921	70,803	103,852	-	-	954,872
Road & Bridge Pct. 4	1,567,295	94,165	275,924	-	-	1,385,536
Engineering Fund	386,592	6,335	70,040	-	-	322,887
Parks & Recreation	65,766	6,187	21,296	-	-	50,657
General Fund	71,000,528	3,410,777	11,094,907	-	-	63,316,398
Mosquito Control Fund	1,666,635	15,711	127,603	-	-	1,554,743
Tobacco Settlement Fund	3,754,025	732	-	-	-	3,754,757
Total General Funds	82,440,551	3,774,380	12,104,222	-	-	74,110,709
Total Special Revenue Funds	15,463,424	1,733,508	2,177,381	-	-	15,019,551
Total Capital Project Funds	10,108,446	1,874	335,329	-	-	9,774,991
Total Debt Service Funds	6,030,201	45,153	500	-	-	6,074,854
Total Enterprise Funds	86,112,880	482,211	442,729	-	-	86,152,362
Total Internal Service Funds	517,754	1,377,712	1,506,906	-	-	388,560
Total Balances	\$ 200,673,256	\$ 7,414,838	\$ 16,567,067	\$ -	\$ -	\$ 191,521,027

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

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 82,684,144	\$ 84,630,980	\$ 1,946,836	2.30%
Sales Taxes	11,923,917	21,450,000	9,526,083	44.41%
Licenses & Permits	280,931	430,000	149,069	34.67%
Intergovernmental	1,069,438	1,497,541	428,103	28.59%
Fees	9,451,275	10,167,106	715,831	7.04%
Fines & Forfeitures	1,019,660	1,675,000	655,340	39.12%
Interest	148,788	219,850	71,062	32.32%
Other Revenue	38	24,000	23,962	99.84%
	<u>\$ 106,578,191</u>	<u>\$ 120,094,477</u>	<u>\$ 13,516,286</u>	<u>11.25%</u>



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

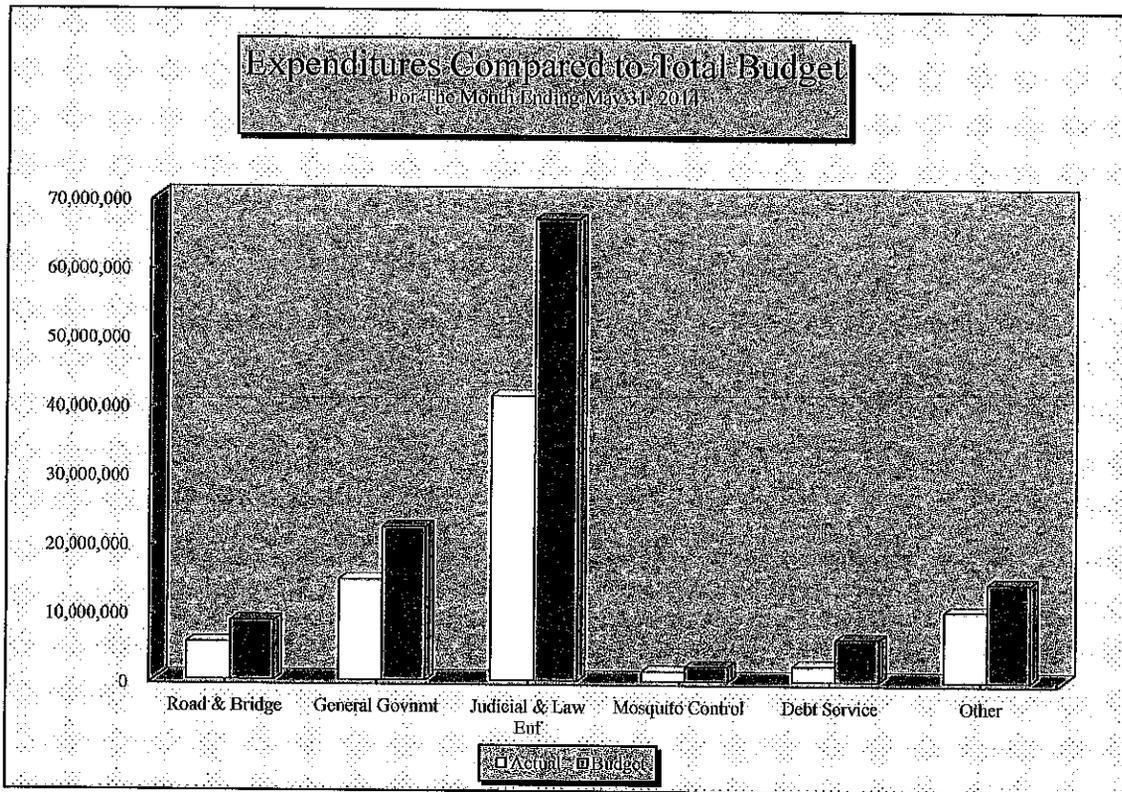
	October 2013						Cumulative Total	Annual Budget	Unrealized Balance
	-December	January	February	March	April	May			
Jury Fund									
Current Taxes	\$ 14,574	\$ 128,246	\$ 157,030	\$ 3,848	\$ (1,959)	\$ 1,769	\$ 303,508	\$ 309,641	\$ 6,133
Delinquent Taxes	1,109	194	241	508	312	397	2,761	3,766	1,005
Jury Fees	4,742	2,426	2,753	2,713	2,608	2,312	17,554	55,000	37,446
Intergovernmental Revenue	69,733	32,504	28,934	40,290	11,356	-	182,817	550,000	367,183
Road & Bridge Pct. 1									
Current Taxes	28,602	251,691	308,181	7,553	(3,844)	3,471	595,654	607,692	12,038
Delinquent Taxes	270	47	59	124	76	97	673	917	244
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	125,122	-	-	420,826	-	545,948	495,140	(50,808)
Road & Bridge Fees	110,144	47,265	44,784	57,924	49,894	56,592	366,603	534,230	167,627
Sales, Rentals & Services	-	42	-	-	-	-	42	-	(42)
Fines and Forfeitures	43,696	18,513	23,128	39,295	28,089	25,660	178,381	273,630	95,249
Road & Bridge Pct. 2									
Current Taxes	26,385	232,181	284,294	6,968	(3,546)	3,202	549,484	560,588	11,104
Delinquent Taxes	638	112	139	292	179	229	1,589	2,167	578
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	115,424	-	-	388,207	-	503,631	456,760	(46,871)
Road & Bridge Fees	101,606	43,601	41,313	53,434	46,027	52,205	338,186	492,820	154,634
Sales, Rentals & Services	-	2,500	-	-	-	-	2,500	-	(2,500)
Fines and Forfeitures	40,307	17,077	21,334	36,248	25,924	23,736	164,626	252,420	87,794
Road & Bridge Pct. 3									
Current Taxes	23,816	209,582	256,622	6,290	(3,201)	2,891	496,000	506,022	10,022
Delinquent Taxes	1,929	338	419	883	543	691	4,803	6,552	1,749
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	104,188	-	-	350,418	-	454,606	412,300	(42,306)
Road & Bridge Fees	91,716	39,357	37,291	48,233	41,547	47,123	305,267	444,850	139,583
Sales, Rentals & Services	(5)	(649)	-	2,036	-	(1,332)	50	-	(50)
Fines and Forfeitures	36,386	15,416	19,259	32,721	23,403	21,430	148,615	227,850	79,235
Road & Bridge Pct. 4									
Current Taxes	30,950	272,359	333,489	8,174	(4,159)	3,756	644,569	657,595	13,026
Delinquent Taxes	270	47	59	124	76	97	673	917	244
Intergovernmental Revenue	-	-	-	-	-	-	-	2,000	2,000
Auto Registration Fees	-	135,398	-	-	455,383	-	590,781	535,800	(54,981)
Road & Bridge Fees	119,190	51,146	48,462	62,680	53,992	61,239	396,709	578,100	181,391
Sales, Rentals & Services	(712)	400	-	-	2,850	1,304	3,842	-	(3,842)
Fines and Forfeitures	47,281	20,032	25,026	42,520	30,394	27,769	193,022	296,100	103,078
Other Revenue	-	-	-	-	-	-	-	-	-

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

	October 2013						Cumulative Total	Annual Budget	Unrealized Balance
	-December	January	February	March	April	May			
Engineering Fund									
Current Taxes	\$ 41,425	\$ 364,536	\$ 446,354	\$ 10,940	\$ (5,567)	\$ 5,028	\$ 862,716	\$ 880,149	\$ 17,433
Delinquent Taxes	3,091	541	672	1,415	869	1,107	7,695	10,499	2,804
Licenses and Permits	200	700	-	-	-	-	900	1,000	100
Sales, Rentals & Services	500	-	200	-	500	200	1,400	1,500	100
Parks & Recreation									
Current Taxes	3,614	31,804	38,942	954	(486)	439	75,267	76,788	1,521
Delinquent Taxes	576	101	125	264	162	207	1,435	1,958	523
Sales, Rentals & Services	13,121	4,170	2,283	7,226	5,805	5,541	38,146	45,400	7,254
General Fund									
Current Taxes	3,791,636	33,365,999	33,472,563	(269,226)	(509,550)	460,190	70,311,612	71,907,283	1,595,671
Delinquent Taxes	285,578	50,023	62,090	130,732	80,322	102,344	711,089	970,030	258,941
Sales Taxes	1,880,232	1,962,768	2,388,508	1,690,828	1,909,343	2,092,238	11,923,917	21,450,000	9,526,083
Other Taxes	38	-	-	-	-	-	38	24,000	23,962
Licenses and Permits	79,793	38,683	33,386	42,936	48,440	36,793	280,031	429,000	148,969
Intergovernmental Revenue	130,866	33,432	70,680	200,929	318,063	132,651	886,621	945,541	58,920
Fees of Office	668,378	511,970	343,333	468,454	386,357	334,909	2,713,401	4,370,244	1,656,843
Other Sales, Rentals & Svcs.	812,471	(24,088)	435,698	182,735	193,377	232,416	1,832,609	1,744,962	(87,647)
Fines & Forfeitures	79,906	46,481	38,346	41,691	122,718	5,874	335,016	625,000	289,984
Interest	33,521	25,519	22,147	21,609	17,322	13,362	133,480	200,000	66,520
Other Revenue	-	-	-	-	-	-	-	-	-
Mosquito Control Fund									
Current Taxes	104,681	921,178	1,127,934	27,646	(14,068)	12,705	2,180,076	2,224,130	44,054
Delinquent Taxes	8,390	1,470	1,824	3,841	2,360	3,006	20,891	28,499	7,608
Spraying Contract	-	-	-	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund									
Interest	2,366	1,713	947	995	849	732	7,602	11,000	3,398
Debt Service									
Current Taxes	280,730	2,470,397	3,024,871	74,141	(37,728)	34,071	5,846,482	5,801,092	(45,390)
Delinquent Taxes	26,454	4,780	5,430	12,860	7,706	9,937	67,167	74,695	7,528
Interest	841	1,339	1,482	1,581	1,318	1,145	7,706	8,850	1,144
Other, Sales, Rentals & Svcs.	1,340,000	-	-	-	-	-	1,340,000	-	(1,340,000)
Total	\$ 10,381,035	\$ 41,678,075	\$ 43,150,632	\$ 3,105,409	\$ 4,443,507	\$ 3,819,533	\$ 106,578,191	\$ 120,094,477	\$ 13,516,286

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 67% of Budget Expended
 For The Month Ending May 31, 2014

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 373,586	\$ 1,081,343	\$ 707,757	65.45%
Road & Bridge Funds	4,769,482	7,413,654	2,644,172	35.67%
Engineering Fund	614,443	979,849	365,406	37.29%
Parks & Recreation Fund	110,519	211,236	100,717	47.68%
General Fund:				
General Government	14,571,800	22,241,279	7,669,479	34.48%
Judicial	10,605,656	17,166,157	6,560,501	38.22%
Law Enforcement	30,283,603	48,613,066	18,329,463	37.70%
Education	245,197	394,557	149,360	37.86%
Health & Welfare	6,548,262	8,378,683	1,830,421	21.85%
Maintenance	2,277,433	3,623,048	1,345,615	37.14%
Other	1,067,321	1,763,548	696,227	39.48%
Mosquito Control Fund	1,437,761	2,170,655	732,894	33.76%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	2,257,515	6,139,512	3,881,997	63.23%
	<u>\$ 75,212,578</u>	<u>\$ 120,226,587</u>	<u>\$ 45,014,009</u>	<u>37.44%</u>



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

	October 2012						Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April	May		Total	Budget	Balance
Jury Fund	\$ 149,628	\$ 66,397	\$ 55,096	\$ 68,382	\$ 14,013	\$ 14,333	\$ 5,737	\$ 373,586	\$ 1,081,343	\$ 707,757
Road & Brdg Pct. 1	279,037	130,077	102,543	88,798	94,398	102,006	325,387	1,122,246	1,638,400	516,154
Road & Brdg Pct. 2	324,044	139,865	110,875	106,971	201,547	294,261	80,939	1,258,502	1,816,739	558,237
Road & Brdg Pct. 3	271,531	140,982	116,428	99,145	114,751	103,852	152,438	999,127	1,815,598	816,471
Road & Brdg Pct. 4	373,811	156,245	99,127	101,915	114,270	275,924	268,315	1,389,607	2,142,917	753,310
Engineering	208,586	101,253	93,728	68,740	69,461	70,040	2,635	614,443	979,849	365,406
Parks & Recreation	36,840	13,322	11,178	9,573	8,646	21,296	9,664	110,519	211,236	100,717
Tax Assessor/Coll.	832,150	408,810	249,179	254,627	252,966	250,831	9,028	2,257,591	3,599,623	1,342,032
Human Resources	90,386	42,408	28,323	31,471	26,356	25,432	2,489	246,865	427,626	180,761
County Auditor	339,110	146,985	98,522	96,936	95,501	101,581	1,737	880,372	1,378,829	498,457
County Clerk	480,907	237,463	159,768	159,885	162,659	155,472	59,606	1,415,760	2,157,843	742,083
County Judge	192,297	87,343	61,108	64,788	65,903	63,236	520	535,195	872,942	337,747
Risk Management	51,021	25,938	18,365	17,702	18,397	17,853	-	149,276	234,594	85,318
County Treasurer	78,486	38,654	26,722	27,187	27,779	27,780	-	226,608	364,587	137,979
Printing Department	30,809	13,626	9,338	8,397	10,508	12,625	11,629	96,932	155,883	58,951
Purchasing Department	115,108	54,825	38,080	38,772	38,429	38,912	7,884	332,010	528,967	196,957
General Services	2,431,232	640,732	567,023	1,832,411	418,450	429,756	53,268	6,372,872	9,513,248	3,140,376
MIS	460,521	187,034	137,262	134,791	127,533	135,505	47,434	1,230,080	1,882,451	652,371
Voter's Registration	90,405	14,543	6,502	28,962	5,261	23,005	277	168,955	261,725	92,770
Elections	174,295	33,185	(446)	232,085	38,545	154,356	27,264	659,284	862,961	203,677
District Attorney	1,215,003	603,851	415,495	406,630	411,109	461,023	16,099	3,529,210	5,739,766	2,210,556
District Clerk	351,820	173,613	116,914	120,211	118,352	121,681	4,941	1,007,532	1,752,456	744,924
Criminal Dist. Court	195,591	81,691	102,773	101,418	115,074	116,252	184	712,983	1,418,967	705,984
58th Dist. Court	64,980	31,920	23,552	21,832	19,519	22,823	238	184,864	291,940	107,076
60th Dist. Court	62,747	31,002	20,916	20,893	21,224	22,329	1,737	180,848	280,993	100,145
136th Dist. Court	65,648	31,763	21,421	21,409	21,461	21,659	-	183,361	282,919	99,558
172nd Dist. Court	63,744	30,122	20,329	20,904	20,378	21,511	290	177,278	288,063	110,785
252nd Dist. Court	437,819	153,111	92,885	89,517	120,986	114,534	2,251	1,011,103	1,223,025	211,922
279th Dist. Court	80,172	30,609	24,574	34,481	27,511	28,036	871	226,254	382,163	155,909
317th Dist. Court	166,590	59,207	50,068	70,076	56,657	48,788	587	451,973	686,721	234,748
J.P. Pct. 1 Pl 1	77,051	37,335	26,307	26,517	25,071	25,689	1,150	220,120	340,389	120,269
J.P. Pct. 1 Pl 2	76,121	37,422	24,569	24,899	25,509	25,025	536	214,081	340,774	126,693
J.P. Pct. 2	63,133	31,783	21,556	21,900	22,355	21,031	-	181,758	328,477	146,719
J.P. Pct. 4	73,582	37,329	24,821	25,247	24,784	25,533	165	211,461	345,086	133,625
J.P. Pct. 6	81,073	41,363	26,425	27,156	27,328	26,145	500	229,990	354,336	124,346
J.P. Pct. 7	72,882	34,713	24,529	25,761	21,827	21,040	107	200,859	345,341	144,482
J.P. Pct. 8	68,776	33,531	23,317	23,015	22,696	22,540	794	194,669	354,100	159,431
Cnty. Court at Law 1	101,945	50,926	34,036	35,810	34,058	34,889	220	291,884	462,464	170,580
Cnty. Court at Law 2	147,345	67,524	47,386	49,810	46,306	48,877	-	407,248	649,763	242,515
Cnty. Court at Law 3	133,061	63,108	38,346	41,855	50,005	52,900	2,020	381,295	623,314	242,019
Court Master	82,500	40,952	26,383	38,398	43,970	48,817	457	281,477	424,479	143,002

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

	October 2012						Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
	December	January	February	March	April	May				
Dispute Resolution	\$ 42,855	\$ 23,364	\$ 14,408	\$ 15,201	\$ 13,969	\$ 14,833	\$ 778	\$ 125,408	\$ 250,621	\$ 125,213
Alternative School	73,369	40,076	26,896	27,299	26,900	31,617	-	226,157	371,870	145,713
Comm. Supervision	39,522	469	605	575	469	469	-	42,109	47,601	5,492
Sheriff's Dept.	2,772,184	1,508,569	963,990	928,572	893,070	922,668	59,203	8,048,256	12,680,763	4,632,507
Crime Lab	280,790	124,844	82,391	87,031	82,221	80,811	28,247	766,335	1,239,795	473,460
Jail	5,465,311	3,318,449	1,693,707	2,078,477	1,712,680	2,351,476	225,094	16,845,194	26,951,026	10,105,832
Juvenile Probation	277,766	138,762	96,650	97,263	95,726	95,326	1,288	802,781	1,523,590	720,809
Juvenile Detention	376,623	195,981	130,618	130,298	136,984	145,216	63,276	1,178,996	1,993,436	814,440
Constable Pct. 1	150,938	74,189	49,985	61,641	51,272	51,478	2,216	441,719	759,381	317,662
Constable Pct. 2	140,848	44,761	35,768	30,544	31,211	32,252	987	316,371	492,630	176,259
Constable Pct. 4	117,200	44,390	31,724	30,538	30,562	30,091	825	285,330	447,738	162,408
Constable Pct. 6	112,193	52,858	36,969	38,102	39,437	37,700	1,755	319,014	549,693	230,679
Constable Pct. 7	120,062	44,593	31,644	31,441	30,034	30,661	265	288,700	446,393	157,693
Constable Pct. 8	116,772	44,162	30,838	30,306	30,323	31,612	508	284,521	449,150	164,629
County Morgue	115,697	71,090	65,012	67,147	64,566	47,670	6,938	438,120	660,000	221,880
Agriculture Ext.	85,387	42,975	27,798	29,637	27,507	30,709	1,184	245,197	394,557	149,360
Public Health # 1	249,617	106,563	76,163	87,965	87,340	85,925	5,717	699,290	1,236,606	537,316
Public Health # 2	237,459	113,215	76,628	92,116	82,960	77,922	6,486	686,786	1,181,709	494,923
Nurse Practitioner	66,857	34,194	21,435	24,145	22,032	23,179	8,590	200,432	314,467	114,035
Child Welfare	38,057	8,465	5,839	8,514	14,368	22,699	-	97,942	158,900	60,958
Env. Control	77,514	39,154	26,082	26,789	27,127	26,309	88	223,063	361,356	138,293
Ind. Medical Svcs.	237,569	105,983	89,854	106,892	74,165	3,732,710	160,724	4,507,897	4,906,729	398,832
Emergency Mgmt.	46,325	23,471	15,758	15,767	15,767	15,764	-	132,852	218,916	86,064
Beaumont Maintenance	413,118	197,835	167,374	253,523	251,086	237,644	243,964	1,764,544	2,746,831	982,287
Port Arthur Maint.	122,878	58,484	45,381	50,175	44,703	40,805	25,884	388,310	673,253	284,943
Mid-County Maint.	33,118	15,415	13,285	13,085	16,544	17,494	15,638	124,579	202,964	78,385
Service Center	215,057	90,110	71,686	98,505	100,972	91,731	225,107	893,168	1,200,245	307,077
Veteran Service	61,233	29,724	21,119	20,498	20,781	20,670	128	174,153	275,450	101,297
Mosquito Control	611,065	118,404	85,518	102,418	86,986	127,603	305,767	1,437,761	2,170,655	732,894
Tobacco Settlement	50,000	-	-	-	-	-	-	50,000	50,000	-
Debt Service Funds	1,337,992	918,523	-	-	500	500	-	2,257,515	6,139,512	3,881,997
Contingency	-	-	-	-	-	-	-	-	287,853	287,853
Total	\$ 24,777,163	\$ 12,011,634	\$ 7,230,448	\$ 9,303,741	\$ 7,294,815	\$ 12,104,722	\$ 2,490,055	\$ 75,212,578	\$ 120,226,587	\$ 45,014,009

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending May 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	2,100	847,100	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	1,700	67,775	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>\$ 4,355</u>	<u>\$ 919,523</u>	<u>\$ 49,305,000</u>

Jefferson County, Texas
Statement of Transfers In and Out

Fund	Transfers In	Transfers Out
120 General Fund	-	1,366,738 (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	11,424 (b)	-
425 2003B Certificates of Obligation	-	11,424 (b)
550 SETEC Fund	1,365,002 (a)	-
741 Sheriff Forfeiture Fund	-	140,864 (a)
870 Port Security ARRA	140,864 (a)	-
874 Port Security Grant	12,708 (a)	-
865 Marine Division	-	12,708 (a)
	<u>\$1,814,895</u>	<u>\$1,814,895</u>

(a) Budgeted Transfer

(b) Close Fund

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
JAN GIROUARD & ASSOCIATES	200.00	395534	
TRI-CITY COFFEE SERVICE	279.20	395612	
WARREN'S DO-NUTS	172.17	395675	
ACCO BRANDS DIRECT	58.98	395735	
			710.35**
ROAD & BRIDGE PCT.#1			
CLASSIC CHEVROLET	4.52	395481	
CARQUEST AUTO PARTS # 96	270.03	395510	
M&D SUPPLY	501.29	395559	
SMART'S TRUCK & TRAILER, INC.	200.06	395593	
STAR GRAPHICS SHARP	30.12	395600	
VULCAN MATERIALS CO.	95,000.00	395616	
ROLLINS TRUCK & TRAILER REPAIR	393.75	395629	
UNITED STATES POSTAL SERVICE	.41	395645	
			96,400.18**
ROAD & BRIDGE PCT.#2			
A&A EQUIPMENT	6,552.19	395482	
SUPERIOR TIRE & SERVICE	325.00	395494	
APAC, INC. - TROTTI & THOMSOM	152.95	395498	
CERTIFIED LABORATORIES	495.30	395511	
CITY OF NEDERLAND	150.45	395515	
FAILS GARAGE	130.50	395527	
ENTERGY	95.53	395537	
J.K. CHEVROLET CO.	60.49	395544	
MUNRO'S	18.45	395566	
PORT ARTHUR NEWS, INC.	129.00	395579	
SECURITY PEST MANAGEMENT	19.96	395589	
STAR GRAPHICS SHARP	42.71	395600	
NEDERLAND HARDWARE SUPPLY	6.98	395622	
ROSS RIDGE SAND COMPANY LP	238.00	395689	
			8,417.51**
ROAD & BRIDGE PCT. # 3			
CERTIFIED LABORATORIES	344.56	395511	
GCR BEAUMONT TRUCK TIRE CENTER	85.00	395530	
GULF COAST AUTOMOTIVE, INC.	543.52	395536	
ENTERGY	411.12	395537	
HARBOR FREIGHT TOOLS	18.91	395540	
CASH ADVANCE ACCOUNT	700.00	395548	
MUNRO'S	52.36	395566	
OFFICE DEPOT	349.34	395572	
SANITARY SUPPLY, INC.	34.70	395586	
AT&T	69.78	395596	
STAR GRAPHICS SHARP	63.56	395600	
TIME WARNER COMMUNICATIONS	82.52	395609	
MATHESON TRI-GAS	41.13	395613	
VULCAN MATERIALS CO.	57,181.88	395616	
STRATTON INC.	8.97	395621	
TEXAS GAS SERVICE	78.63	395660	
CENTERPOINT ENERGY RESOURCES CORP	28.39	395672	
WINDSTREAM	45.88	395680	
BILL WILLIAMS	200.00	395686	
SPURLOCK ROAD VETERINARY CLINIC	59.63	395723	
			60,399.88**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	119.36	395482	
CITY OF BEAUMONT - WATER DEPT.	18.12	395512	
RB EVERETT & COMPANY, INC.	276.39	395526	
ENTERGY	1,256.52	395537	
M&D SUPPLY	65.75	395559	
MUNRO'S	72.93	395566	
SANITARY SUPPLY, INC.	1,118.14	395586	
SCHMIDT SAW & KNIFE WKS, INC.	308.53	395587	
SMART'S TRUCK & TRAILER, INC.	66.75	395593	
TRI-CON, INC.	10,402.22	395611	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	395619	
W. JEFFERSON COUNTY M.W.D.	253.01	395620	
WHEELER TRUCK BODY EQUIPMENT	1,030.40	395623	

NAME	AMOUNT	CHECK NO.	TOTAL
MARTIN PRODUCT SALES LLC	12,463.85	395682	
KNIFE RIVER	116.33	395687	
ASCO	77,959.62	395731	
SILSBEE FORD INC	76,542.75	395740	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	211.88	395741	
			182,345.09**
ENGINEERING FUND			
STAR GRAPHICS SHARP	43.25	395600	
UNITED STATES POSTAL SERVICE	.41	395645	
			43.66**
PARKS & RECREATION			
A&B OUTDOOR EQUIPMENT	154.28	395484	
CITY OF PORT ARTHUR - WATER DEPT.	119.15	395513	
ENTERGY	72.35	395537	
HARBOR FREIGHT TOOLS	176.61	395540	
LOUIS' YAZOO SALES & SERVICE, LLC	277.80	395556	
SANITARY SUPPLY, INC.	4,430.48	395586	
W. JEFFERSON COUNTY M.W.D.	50.26	395620	
LOWE'S HOME CENTERS, INC.	312.49	395651	
			5,593.42**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	1,968.73	395572	
ACE IMAGEWEAR	20.69	395592	
SOUTHEAST TEXAS WATER	259.95	395595	
STAR GRAPHICS SHARP	208.10	395600	
UNITED STATES POSTAL SERVICE	980.26	395645	
BARCODES LLC	547.10	395718	
			3,984.83*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	100.00	395501	
FED EX	27.05	395528	
STAR GRAPHICS SHARP	43.25	395600	
UNITED STATES POSTAL SERVICE	2.03	395645	
			172.33*
AUDITOR'S OFFICE			
OFFICE DEPOT	28.49	395572	
STAR GRAPHICS SHARP	60.94	395600	
UNITED STATES POSTAL SERVICE	7.80	395645	
CANDACE PLESSALA	30.00	395694	
			127.23*
COUNTY CLERK			
CASH ADVANCE ACCOUNT	326.06	395548	
KIRKSEY'S SPRINT PRINTING	4.50	395551	
OFFICE DEPOT	472.88	395572	
UNITED STATES POSTAL SERVICE	312.46	395645	
			1,115.90*
COUNTY JUDGE			
LAIRO DOWDEN, JR.	500.00	395524	
JAN GIROUARD & ASSOCIATES	400.00	395534	
STAR GRAPHICS SHARP	43.25	395600	
UNITED STATES POSTAL SERVICE	2.48	395645	
JEFF R BRANICK	557.86	395683	
RICHARD N EVANS II	500.00	395702	
JERRY JOHN BRAGG	500.00	395708	
THOMSON REUTERS-WEST	116.58	395732	
			2,620.17*
RISK MANAGEMENT			
STAR GRAPHICS SHARP	31.78	395600	
UNITED STATES POSTAL SERVICE	.81	395645	
			32.59*
COUNTY TREASURER			
CAMEO / SABINE NECHES TRAVEL	476.00	395508	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	446.56	395572	
STAR GRAPHICS SHARP	43.25	395600	
UNITED STATES POSTAL SERVICE	235.78	395645	1,201.59*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	511.00	395573	
STAR GRAPHICS SHARP	314.11	395600	
CIT TECHNOLOGY FINANCING SERVICE	499.00	395695	1,324.11*
PURCHASING DEPARTMENT			
OFFICE DEPOT	153.41	395572	
STAR GRAPHICS SHARP	43.25	395600	
STATE COMPTROLLER OF PUBLIC ACCOUNT	100.00	395601	
UNITED STATES POSTAL SERVICE	11.98	395645	308.64*
GENERAL SERVICES			
USA MOBILITY WIRELESS, INC	3.00	395485	
CASH ADVANCE ACCOUNT	120.00	395548	
OLMSTED-KIRK PAPER	2,028.00	395573	
TIME WARNER COMMUNICATIONS	1,913.30	395608	
INTERFACE EAP	1,701.15	395628	
TEXAS COFFEE COMPANY	86.86	395633	
JOHN PAUL'S	104.04	395707	
DYNAMEX INC	232.12	395739	6,188.47*
DATA PROCESSING			
USA MOBILITY WIRELESS, INC	12.05	395485	
OFFICE DEPOT	71.85	395572	
STAR GRAPHICS SHARP	60.94	395600	
SYMANTEC CORPORATION	1,595.00	395606	
CDW COMPUTER CENTERS, INC.	205.48	395637	
SIRIUS COMPUTER SOLUTIONS INC.	1,866.00	395657	3,811.32*
VOTERS REGISTRATION DEPT			
STAR GRAPHICS SHARP	30.12	395600	
UNITED STATES POSTAL SERVICE	136.45	395645	166.57*
ELECTIONS DEPARTMENT			
STAR GRAPHICS SHARP	30.12	395600	
UNITED STATES POSTAL SERVICE	104.40	395645	134.52*
DISTRICT ATTORNEY			
JEFFERSON CTY. YOUNG LAWYER'S ASSOC	40.00	395491	
FED EX	6.75	395528	
GT DISTRIBUTORS, INC.	465.30	395531	
LEAH HAYES	217.00	395541	
LEGAL DIRECTORIES PUB. CO.	82.50	395554	
MANNINGS SCHOOL SUPPLY	58.80	395561	
JOHN NELSON	889.64	395567	
OFFICE DEPOT	772.37	395572	
STAR GRAPHICS COPIERS, INC.	125.00	395597	
STAR GRAPHICS SHARP	261.30	395600	
RENE MULHOLLAND	157.50	395615	
UNITED STATES POSTAL SERVICE	284.26	395645	
LEXIS-NEXIS	98.00	395646	
MCM ELEGANTE HOTEL	586.50	395674	
JAMES E HUEBEL	126.56	395722	
THOMSON REUTERS-WEST	2,631.13	395732	
LESLIE JONES	83.44	395736	
BILLY F DAVIS	500.00	395752	
LEANNE WINFREY	30.00	395753	7,416.05*
DISTRICT CLERK			
STAR GRAPHICS SHARP	51.52	395600	
UNITED STATES POSTAL SERVICE	164.98	395645	216.50*
CRIMINAL DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID GROVE	4,100.00	395490	
DAVID W BARLOW	4,167.00	395499	
EDWARD B. GRIPON, M.D., P.A.	990.00	395535	
JOHN E. MACEY	1,700.00	395560	
BRUCE N. SMITH	800.00	395594	
STAR GRAPHICS SHARP	31.78	395600	
JOHN D WEST	3,375.00	395640	
UNITED STATES POSTAL SERVICE	1.07	395645	
CAROLYN WIEDENFELD	600.00	395653	
RAQUEL WEST	8,334.00	395655	
JAMES R. MAKIN, P.C.	10,831.87	395716	
MATUSKA LAW FIRM	1,227.50	395743	
58TH DISTRICT COURT			36,158.22*
STAR GRAPHICS SHARP	31.78	395600	
UNITED STATES POSTAL SERVICE	7.31	395645	
60TH DISTRICT COURT			39.09*
OFFICE DEPOT	43.55	395572	
STAR GRAPHICS SHARP	30.12	395600	
UNITED STATES POSTAL SERVICE	2.03	395645	
136TH DISTRICT COURT			75.70*
STAR GRAPHICS SHARP	30.12	395600	
UNITED STATES POSTAL SERVICE	1.22	395645	
172ND DISTRICT COURT			31.34*
AMERICAN JUDGES ASSOCIATION., INC.	150.00	395493	
STAR GRAPHICS SHARP	31.78	395600	
252ND DISTRICT COURT			181.78*
GAYLYN COOPER	1,500.00	395489	
DAVID W BARLOW	4,167.00	395499	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,500.00	395500	
THOMAS J. BURBANK, P.C.	3,850.00	395505	
OFFICE DEPOT	76.94	395572	
RONALD E. LANIER	800.00	395631	
JOHN D WEST	800.00	395640	
UNITED STATES POSTAL SERVICE	202.75	395645	
JOEL WEBB VAZQUEZ	814.06	395669	
SUMMER TANNER	2,690.25	395684	
JAMES R. MAKIN, P.C.	3,300.00	395716	
317TH DISTRICT COURT			20,701.00*
GAYLYN COOPER	325.00	395489	
ALISA RAUMAKER, CSR	154.50	395495	
PHILLIP DOWDEN	150.00	395497	
THOMAS J. BURBANK, P.C.	1,375.00	395505	
TRACEY D. BURK	1,467.60	395506	
LINDA C. CANSLER	325.00	395509	
LAIRON DOWDEN, JR.	700.00	395524	
ANITA F. PROVÓ	675.00	395581	
KEVIN PAULA SEKALY PC	562.50	395590	
STAR GRAPHICS SHARP	31.78	395600	
CLERK - SUPREME COURT OF TEXAS	235.00	395604	
BRANDI SEWELL	56.85	395632	
CHARLES ROJAS	75.00	395638	
GLEN M. CROCKER	300.00	395647	
JOEL WEBB VAZQUEZ	400.00	395669	
TONYA CONNELL TOUPS	150.00	395690	
ANTOINE FREEMAN	500.00	395691	
RONALD PLESSALA	2,325.00	395698	
MICHAEL WALZEL	500.00	395701	
NORMAN DESMARAIS JR.	325.00	395706	
GINA J. MEDLEY, CSR, RPR	61.50	395709	
JONATHAN L. STOVALL	150.00	395715	
TERRENCE ALLISON	1,000.00	395726	

NAME	AMOUNT	CHECK NO.	TOTAL
WILLIAM FORD DISHMAN MATUSKA LAW FIRM	500.00 1,200.00	395738 395743	13,544.73*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	54.81	395572	
STAR GRAPHICS SHARP	51.32	395600	
UNITED STATES POSTAL SERVICE	13.73	395645	119.86*
JUSTICE COURT-PCT 1 PL 2			
STAR GRAPHICS SHARP	30.12	395600	
UNITED STATES POSTAL SERVICE	264.58	395645	294.70*
JUSTICE COURT-PCT 4			
STAR GRAPHICS SHARP	42.71	395600	42.71*
JUSTICE COURT-PCT 6			
STAR GRAPHICS SHARP	30.12	395600	
UNITED STATES POSTAL SERVICE	55.90	395645	86.02*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	71.71	395572	
PORT ARTHUR NEWS, INC.	129.00	395579	200.71*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	53.77	395572	53.77*
COUNTY COURT AT LAW NO.1			
STAR GRAPHICS SHARP	30.12	395600	
UNITED STATES POSTAL SERVICE	.81	395645	30.93*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	12.40	395645	
JARED GILTHORPE	250.00	395746	262.40*
COUNTY COURT AT LAW NO. 3			
TEXAS ASSN. FOR COURT ADMINISTRATIO	150.00	395487	
MIKE LAIRD, ATTORNEY AT LAW	250.00	395553	
CHARLES ROJAS	250.00	395638	
UNITED STATES POSTAL SERVICE	25.17	395645	
JARED GILTHORPE	500.00	395746	1,175.17*
COURT MASTER			
LEONARD J. GIBLIN, JR.	3,450.00	395532	
JUDGE LARRY GIST	3,761.88	395533	
PENGAD	46.31	395576	
STAR GRAPHICS SHARP	42.71	395600	
UNITED STATES POSTAL SERVICE	6.24	395645	7,307.14*
MEDIATION CENTER			
STAR GRAPHICS SHARP	30.12	395600	
UNITED STATES POSTAL SERVICE	4.84	395645	34.96*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	136.39	395600	136.39*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	20.00	395525	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,074.00	395545	
AT&T	287.46	395596	
STAR GRAPHICS SHARP	279.27	395600	

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	2,849.31	395642	
UNITED STATES POSTAL SERVICE	1,263.49	395645	
FIVE STAR FEED	272.53	395663	
EP HVAC	9,489.39	395744	15,535.45*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	843.05	395492	
FED EX	577.86	395528	
FISHER SCIENTIFIC	244.54	395529	
LYNN PEAVEY CO., INC.	436.50	395558	
STAR GRAPHICS SHARP	42.71	395600	
ULINE SHIPPING SUPPLY SPECIALI	43.89	395614	
VERIZON WIRELESS	37.99	395642	
SPECTRUM LABORATORY PRODUCTS	169.56	395658	
AIRGAS SOUTHWEST	822.84	395693	
CAYMAN CHEMICAL COMPANY	243.00	395710	
GENERAL LABORATORY SUPPLY	128.08	395724	
ALDINGER COMPANY	520.62	395730	
JULIE HANNON	600.00	395734	4,710.64*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	39.26	395483	
GUARDIAN FORCE	108.00	395488	
BEAUMONT TRACTOR COMPANY	267.58	395502	
BELL FENCE MFG. CO.	23.54	395503	
CITY OF BEAUMONT - WATER DEPT.	2,951.24	395512	
COBURN'S, BEAUMONT BOWIE (1)	81.70	395519	
HERNANDEZ OFFICE SUPPLY, INC.	1,084.58	395543	
JACK BROOKS REGIONAL AIRPORT	3,964.27	395547	
KOMMERCIAL KITCHENS	7,835.00	395552	
M&D SUPPLY	223.74	395559	
MCNEILL INSURANCE AGENCY	71.00	395563	
FRED MILLER STORES	351.45	395564	
MOORE SUPPLY, INC.	53.45	395565	
NEWTON'S TOOL & HARDWARE, INC.	172.00	395568	
OFFICE DEPOT	362.15	395572	
PETTY CASH - SHERIFF'S OFFICE	780.98	395577	
RALPH'S INDUSTRIAL ELECTRONICS	15.60	395583	
SANITARY SUPPLY, INC.	10,520.61	395586	
SCOOTER'S LAWNMOWERS	652.11	395588	
AT&T	917.22	395596	
STAR GRAPHICS SHARP	522.75	395600	
TIBH INDUSTRIES, INC.	2,349.04	395610	
WASTE MGT. GOLDEN TRIANGLE, INC.	3,737.12	395617	
WILLBANKS & ASSOCIATES	339.48	395624	
WORTH HYDROCHEM	327.00	395625	
CDW COMPUTER CENTERS, INC.	583.44	395637	
UNITED COMMUNICATIONS, INC.	1,197.50	395639	
INTERCONTINENTAL JET CORP	117.94	395671	
OPEN TECH	2,970.52	395685	
ICS	6,876.00	395688	
AIRGAS SOUTHWEST	361.18	395693	
WORLD FUEL SERVICES	3,772.30	395705	
AI FILTER SERVICE COMPANY	588.00	395721	
CONMED INC	264,160.00	395728	
KROPP HOLDINGS INC	1,641.40	395737	320,019.15*
JUVENILE PROBATION DEPT.			
USA MOBILITY WIRELESS, INC	48.20	395485	
J WALTER BORDAGES JR PHD	345.00	395504	
LARONDA TURNER	59.92	395575	
STAR GRAPHICS SHARP	91.06	395600	
CHERYL TARVER	145.60	395627	
UNITED STATES POSTAL SERVICE	26.13	395645	
JENNIFER SOLANO	112.00	395654	
SHARON STREETMAN	42.56	395679	
KESHA NIXON	128.24	395681	998.71*
JUVENILE DETENTION HOME			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT - WATER DEPT.	550.47	395512	
CASH ADVANCE ACCOUNT	1,058.29	395548	
OAK FARM DAIRY	516.67	395630	
FLOWERS FOODS	196.41	395666	
BROTHERS PRODUCE	215.86	395720	
MORPHOTRUST USA	200.00	395745	
CONSTABLE PCT 1			2,737.70*
OFFICE DEPOT	102.18	395572	
UNITED STATES POSTAL SERVICE	59.02	395645	
LEXISNEXIS MATTHEW BENDER	133.72	395652	
CONSTABLE-PCT 6			294.92*
STAR GRAPHICS SHARP	30.12	395600	
STRATTON HATS	10.42	395603	
UNITED STATES POSTAL SERVICE	8.53	395645	
CONSTABLE PCT. 7			49.07*
US POSTAL SERVICE	138.00	395648	
CONSTABLE PCT. 8			138.00*
POSTMASTER	1,176.00	395580	
AGRICULTURE EXTENSION SVC			1,176.00*
OFFICE DEPOT	167.98	395572	
STAR GRAPHICS SHARP	60.94	395600	
UNITED STATES POSTAL SERVICE	20.71	395645	
EN POINT TECHNOLOGIES SALES INC	141.00	395717	
HEALTH AND WELFARE NO. 1			390.63*
USA MOBILITY WIRELESS, INC	22.82	395485	
CITY OF BEAUMONT	40.00	395496	
CLAYBAR FUNERAL HOME, INC.	984.00	395516	
ENTERGY	70.00	395538	
STAR GRAPHICS SHARP	60.94	395600	
UNITED STATES POSTAL SERVICE	66.35	395645	
DIOCESE OF BEAUMONT	795.00	395729	
HEALTH AND WELFARE NO. 2			2,039.11*
USA MOBILITY WIRELESS, INC	7.69	395485	
CITY OF PORT ARTHUR - WATER DEPT.	33.94	395514	
CLAYBAR FUNERAL HOME, INC.	984.00	395517	
O.W. COLLINS APARTMENTS	165.05	395520	
ENTERGY	151.34	395539	
LEIVINGSTON FUNERAL HOME	3,000.00	395555	
STAR GRAPHICS SHARP	73.37	395600	
TEXAS GAS SERVICE	29.24	395661	
NURSE PRACTITIONER			4,444.63*
STAR GRAPHICS SHARP	30.12	395600	
CHILD WELFARE UNIT			30.12*
BEAUMONT OCCUPATIONAL SERVICE, INC.	407.45	395649	
SEARS COMMERCIAL CREDIT	100.00	395650	
ENVIRONMENTAL CONTROL			507.45*
AT&T	29.45	395596	
EMERGENCY MANAGEMENT			29.45*
VERIZON WIRELESS	150.00	395643	
MAINTENANCE-BEAUMONT			150.00*

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT - WATER DEPT. ENTERGY	250.36 530.29	395512 395537	
HERNANDEZ OFFICE SUPPLY, INC.	1,289.08	395543	
STAR GRAPHICS SHARP	30.12	395600	
UNITED STATES POSTAL SERVICE	.41	395645	
AT&T GLOBAL SERVICES	2,763.00	395662	4,863.26*
MAINTENANCE-PORT ARTHUR			
AT&T	1,229.54	395596	
STAR GRAPHICS SHARP	61.90	395600	1,291.44*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	91.05	395515	
ENTERGY	505.37	395537	
NOACK LOCKSMITH	19.50	395569	
RITTER @ HOME	159.11	395582	
ACE IMAGEWEAR	55.34	395592	
STAR GRAPHICS SHARP	31.78	395600	
W. JEFFERSON COUNTY M.W.D.	63.26	395620	
BUBBA'S AIR CONDITIONING	233.75	395626	1,159.16*
SERVICE CENTER			
KINSEL FORD, INC.	17.40	395550	
PHILPOTT MOTORS, INC.	110.68	395578	
STAR GRAPHICS SHARP	30.12	395600	
FIRST CALL	839.28	395656	
BUMPER TO BUMPER	153.36	395670	
UNIFIRST HOLDINGS INC	22.23	395704	
VINYL GRAPHICS	279.26	395725	1,452.33*
VETERANS SERVICE			
STAR GRAPHICS SHARP	74.49	395600	
UNITED STATES POSTAL SERVICE	6.02	395645	
HILARY GUEST	242.40	395659	322.91*
			471,637.57**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	15.18	395486	
CITY OF NEDERLAND	42.90	395515	
JACK BROOKS REGIONAL AIRPORT	1,608.92	395547	
MUNRO'S	197.90	395566	
PHILPOTT MOTORS, INC.	74.76	395578	
RITTER @ HOME	79.90	395582	
STAR GRAPHICS SHARP	30.12	395600	
FASTENAL	200.77	395636	
BUMPER TO BUMPER	167.30	395670	2,417.75**
LATERAL ROADS -PRECINCT 1			
VULCAN MATERIALS CO.	9,497.59	395616	9,497.59**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP	31.78	395600	31.78**
SECURITY FEE FUND			
PHIL SWAN	32.46	395605	
CODE BLUE	1,456.00	395668	
SHAUN MILLER	77.78	395711	
JAMES A POWELL	33.10	395747	
JIMMY SHIFFLETT	86.56	395749	
GILES HOLST	44.14	395750	
DAVID KELLY	93.83	395751	1,823.87**
EMPG GRANT			
VERIZON WIRELESS	180.21	395643	180.21**
JUVENILE TJPC-A-2014-123			

NAME	AMOUNT	CHECK NO.	TOTAL
USA MOBILITY WIRELESS, INC	19.74	395485	
CASH ADVANCE ACCOUNT	673.30	395548	693.04**
COMMUNITY SUPERVISION FND			
TDCJ - CASHIER'S OFFICE	100.00	395507	
DIANNA L. COLUMBUS	156.80	395521	
THERESA GUNN	62.72	395542	
CASH ADVANCE ACCOUNT	983.90	395548	
OFFICE DEPOT	259.01	395572	
SAM HOUSTON STATE UNIVERSITY	705.00	395584	
PAMELA G. STEWART	56.29	395602	
WASTE MGT. GOLDEN TRIANGLE, INC.	272.48	395618	
UNITED STATES POSTAL SERVICE	110.23	395645	
JCCSC	631.00	395714	
STACY TULLIER	138.88	395719	3,476.31**
JEFF. CO. WOMEN'S CENTER			
USA MOBILITY WIRELESS, INC	16.38	395485	
LUBE SHOP	123.72	395557	
M&D SUPPLY	28.33	395559	
KIM MCKINNEY, LPC, LMFT	140.00	395562	
STAR GRAPHICS SHARP	31.78	395600	
SYSCO FOOD SERVICES, INC.	1,562.94	395607	
BEN E KEITH FOODS	2,144.73	395667	
ROCHESTER ARMORED CAR CO INC	121.64	395713	4,169.52**
COMMUNITY CORRECTIONS PRG			
STAR GRAPHICS SHARP	47.38	395600	
TEXAS INSTITUTE ON CHILDREN AND	400.00	395665	447.38**
DRUG DIVERSION PROGRAM			
STAR GRAPHICS SHARP	47.38	395600	47.38**
COUNTY CLERK - RECORD MGT			
AT&T	110.71	395596	110.71**
DRUG INTERVENTION COURT			
DELL MARKETING L.P.	2,451.88	395523	2,451.88**
CHEEK H2O & SEWER PHASE 3			
T. JOHNSON INDUSTRIES, INC.	16,172.94	395549	
D.P. CONSULTING ENGINEERING	5,000.00	395641	21,172.94**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,258.00	395548	
ENTERPRISE RENT A CAR COMPANY	1,148.04	395748	2,406.04**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	151.50	395512	151.50**
DISTRICT CLK RECORDS MGMT			
STAR GRAPHICS SHARP	86.50	395600	86.50**
FBI FIRING RANGE REPAIR			
KNIFE RIVER	2,912.00	395687	2,912.00**
CAPITAL PROJECTS FUND			
VULCAN MATERIALS CO.	34,154.21	395616	34,154.21**
TCEQ-CHEEK 1ST TIME SEWER			

NAME	AMOUNT	CHECK NO.	TOTAL
T. JOHNSON INDUSTRIES, INC.	25,450.25	395549	25,450.25**
AIRPORT FUND			
HILO / O'REILLY AUTO PARTS	232.31	395486	
SUPERIOR TIRE & SERVICE	91.90	395494	
CITY OF NEDERLAND	589.55	395515	
COASTAL WELDING SUPPLY	524.20	395518	
ALL-PHASE ELECTRIC SUPPLY	195.86	395522	
OSHKOSH	344.45	395574	
PHILPOTT MOTORS, INC.	58.60	395578	
RITTER @ HOME	47.96	395582	
STAR GRAPHICS SHARP	72.83	395600	
TRI-CON, INC.	3,809.88	395611	
TRI-CITY COFFEE SERVICE	339.70	395612	
NEDERLAND HARDWARE SUPPLY	6.09	395622	
LOWE'S HOME CENTERS, INC.	8.85	395651	
BAKER DISTRIBUTING COMPANY	8.31	395664	
BELT SOURCE	160.75	395678	
HD SUPPLY WATERWORKS LTD	125.73	395692	
INTERNATIONAL TRUCKS OF HOUSTON	91.55	395696	
ASCENT AVIATION GROUP INC	103,952.32	395697	
FIRETROL PROTECTION SYSTEMS, INC.	1,200.00	395700	
LAMAR ADVERTISING	2,616.00	395703	
WILLIAMS AIR CONDITIONING	680.00	395712	
ADVANCE AUTO PARTS	16.78	395727	
KBTV-TV	4,620.00	395742	119,793.62**
SE TX EMP. BENEFIT POOL			
UNITED STATES TREASURY	4,772.00	395634	
UNITED STATES TREASURY	2,369.00	395635	
STANDARD INSURANCE COMPANY	18,500.02	395676	
RELIANCE STANDARD LIFE INSURANCE	5,498.13	395677	31,139.15**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	5,688.43	395673	5,688.43**
SHERIFF'S FORFEITURE FUND			
EP HVAC	814.81	395744	814.81**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,702.00	395453	
CLEAT	324.00	395454	
JEFFERSON CTY. TREASURER	20,662.99	395455	
RON STADTMUELLER - CHAPTER 13	1,717.50	395456	
INTERNAL REVENUE SERVICE	5,150.00	395457	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,140.00	395458	
JEFFERSON CTY. COMMUNITY SUP.	9,742.77	395459	
JEFFERSON CTY. TREASURER - HEALTH	410,922.03	395460	
JEFFERSON CTY. TREASURER - GENERAL	20.00	395461	
JEFFERSON CTY. TREASURER - PAYROLL	1,572,198.70	395462	
JEFFERSON CTY. TREASURER - PAYROLL	618,063.43	395463	
MONY/MLOA	267.92	395464	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,287.51	395465	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	395466	
US DEPARTMENT OF EDUCATION	268.91	395467	
JEFFERSON CTY. TREASURER - TCDRS	589,877.68	395468	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,207.48	395469	
JEFFERSON COUNTY TREASURER	2,444.99	395470	
JEFFERSON COUNTY - TREASURER -	5,263.48	395471	
NECHES FEDERAL CREDIT UNION	63,979.50	395472	
JEFFERSON COUNTY - NATIONWIDE	51,835.73	395473	
TENNESSEE CHILD SUPPORT	115.38	395474	
NCO FINANCIAL SYSTEMS INC	121.96	395475	
SBA - U S DEPARTMENT OF TREASURY	168.49	395476	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	395477	
U S DEPARTMENT OF TREASURY	225.54	395478	
WILLIAM E HEITKAMP	689.00	395479	
JOHN TALTON	235.38	395480	3,370,788.52**
MARINE DIVISION			

NAME	AMOUNT	CHECK NO.	TOTAL
JACK BROOKS REGIONAL AIRPORT	1,366.76	395547	
SETZER HARDWARE, INC.	10.88	395591	
NEDERLAND HARDWARE SUPPLY	159.74	395622	
VERIZON WIRELESS	341.91	395642	
BUMPER TO BUMPER	148.10	395670	
C & I OIL COMPANY INC	13,136.07	395699	
PALMER POWER	320.00	395733	
			15,483.46**
ASAP - CONSTABLE PCT 8			
OFFICE DEPOT	304.63	395572	
			304.63**
			4,481,241.14***

**AGENDA ITEM****July 07, 2014**

Consider, possibly approve and authorize the County Judge to execute an Inter-Local Agreement between Jefferson County and the city of Port Arthur for improvements to and maintenance of the Martin J. "Popeye" Park in Port Arthur, Texas.

4. The City will consider the improvements to the Park as if designated as a capital project in the City's park master facilities planned to the extent specified and proposed for funding by this Agreement, and if approved for funding by PAEDC.
5. City and County find and determine that the Park while located on property of the County is immediately adjacent to properties of the City and citizens utilize the Park in the same manner as if a park in the City park system.
6. The County agrees to undertake the maintenance of the improvements specified herein.
7. This Agreement shall be effective upon the date of its final execution by all of the parties hereto and made be terminated upon the providing of a 30 day prior written notice by either party hereto.
8. This Agreement shall be construed in accordance with the Constitution laws of the State of Texas.
9. Neither this Agreement, nor any obligation, covenant, condition or agreement contained herein shall be construed to create the existence of any agency relationship between the parties.
10. Any employee of either the County or City performing any services, pursuant to this Agreement, shall not deem to be the other party, but shall only be the agent of the party for whom they are employed.

Executed on the _____ day of _____, 2014.

 Jeff R. Branick
 Jefferson County Judge

 Bobbie Prince
 Mayor, City of Port Arthur

**AGENDA ITEM****July 07, 2014**

Consider and possibly grant a 30 day extension for Jefferson County Emergency Services District to submit their annual audit required by Sec. 775.082, Texas Health and Safety Code to require the audit to be submitted on or before August 1, 2014.

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
 BBVA COMPASS BANK BUILDING
 3535 CALDER AVENUE, SUITE 300
 BEAUMONT, TEXAS 77706
 TELEPHONE: (409) 833-9182
 TELEFAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

June 30, 2014

Via Email

Jefferson Co. Commissioners Court
 c/o Hon. Jeff Branick, County Judge
 Jefferson County Courthouse
 1001 Pearl St.
 Beaumont, Texas 77701

Re: Jefferson Co. ESD No. 3, Additional Extension for Filing Annual Audit Report;
 B&O File No. 86971.

Dear Judge Branick and Commissioners,

Jefferson County Emergency Services District No. 3 (the "District") is currently working under the impression that the 30-day extension request previously submitted by letter dated May 30, 2014, which would have extend until July 1, 2014 the deadline by which the District is required to submit its fiscal year 2012-13 annual audit report to the Jefferson County Commissioners Court pursuant to Section 775.082 of the Texas Health & Safety Code, has been approved.

With that said, however, and despite the District's most diligent efforts over the past few months to provide its independent accountant with all the necessary information and documentation, we do not expect the audit to be completed and the report ready for submittal to the Commissioners Court until after the District's next regularly scheduled Board meeting, which will be held on July 14, 2014.

Accordingly, the District respectfully requests an additional 30-day extension to complete and submit its fiscal year 2012-13 annual audit report. If this request is approved, the District's audit report would become due on or before Friday, August 1, 2014, though we anticipate it being submitted well before then.

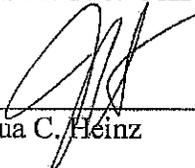
Thank you in advance for your consideration of the foregoing, and please advise if you have any questions or require additional information.

BENCKENSTEIN & OXFORD, L.L.P.

Jefferson County Commissioners Court
c/o Hon. Jeff Branick, County Judge
June 30, 2014
Page - 2 -

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: 
Joshua C. Heinz

JCH/jcr

cc: *Via Email*
Mr. Fred Jackson
County Judge's Office
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Via Email
Jefferson Co. ESD No. 4
Board of Commissioners
District Chief

**AGENDA ITEM****July 07, 2014**

Consider, possibly approve, receive and file Certificate of Participation for Commissioner Michael S. Sinegal completing 10.5 hours of Educational Training during school for County Commissioners Courts February 4-6, 2014 College Station, Texas.

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

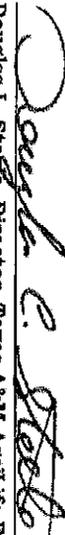
Michael S. Sinegal

For Successfully Completing 10.5 Hours of Educational Training

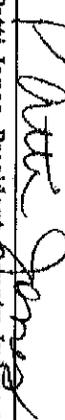
During the

School for County Commissioners Courts

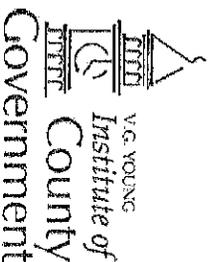
February 4-6, 2014 College Station, TX


Douglas L. Steete, Director, Texas A&M Agrilife Extension Service


Rick Avery, Director, V.G. Young Institute of County Government


Patti Jones, President County Judges and Commissioners Association of Texas

TEXAS A&M AGRILIFE EXTENSION



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



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

Eddie Arnold
Jefferson County
Commissioner Pct. #1

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MEMORANDUM

TO: Loma George
FROM: Eddie Arnold, County Commissioner, Pct. #1
DATE: June 30, 2014
RE: RESOLUTION *OK*

Agenda Item for July 07, 2014.

Consider and possible approve Resolution commending Lorence Richard for 26 years and 2 months of service to Jefferson County and wishing him well in his retirement.

Thank you



Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 7th day of July, 2014, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Resolution was adopted:

WHEREAS, Lorence Richard has devoted 26 years and 2 months of his life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through Precinct #1 and Precinct #4 Road and Bridge Department; and

WHEREAS, Lorence Richard started work in 1988 for Jefferson County Road and Bridge Precinct #4 as an Equipment Operator/Maintenance Worker under Commissioner Moore and continued his service with Precinct #4 until 2011 under Commissioner Alfred, in that same year Lorence transferred to Precinct #1 under Commission Arnold who promoted him to Senior Equipment Operator; and,

WHEREAS, Lorence Richard has dedicated his talents and services as a Jefferson County Precinct #1 Road and Bridge employee helping maintain a reputable and safe work place; and,

WHEREAS, Lorence Richard will be missed, but we are happy for him as he will have more time to pursue other interest and spend with his family.

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

SIGNED this 7th day of July, 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



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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: Hon. Jeff Branick, County Judge
Commissioner Eddie Arnold, Pct. # 1
Commissioner Brent Weaver, Pct. # 2
Commissioner Michael Shane Sinegal, Pct. # 3

From: Commissioner Everette Alfred, Pct # 4

Date: July 3, 2014

RE: Agenda Item

Please place this item on the Agenda for **Monday, July 7, 2014.**

Consider, possibly approve and authorize the County Judge to execute a Memorandum of Understanding between ExxonMobil Oil Corporation and Jefferson County regarding the use of Gulf States Road – Precinct # 4.

Thank you.

EA/nr

GULF STATES ROAD

Memorandum of Understanding

Memorandum of Understanding/ Agreement
Between ExxonMobil Oil Corporation and Jefferson County
Regarding Jefferson County's use of Gulf States Road-Precinct #4 Jefferson
County, TX

1. **PARTIES.** The parties to this Agreement are ExxonMobil Oil Corporation ("EMOC") and Jefferson County.

2. The purpose of the Memorandum of Understanding is for the local jurisdiction to acknowledge EMOC, to provide safe access and enhance safety on Gulf States Road, to signify Jefferson County's support of the project, and to set forth terms by which each of the parties will ensure the project's success by complying with city, county, and State of Texas Manual Uniform Traffic Control Devices (TMUTCD-Section 4B-12) Texas Department of Transportation (Attachment-A) and the State of Texas Local Government Code-(Attachment B).

3. **RESPONSIBILITIES.** The roles and responsibilities of each party are understood as follows:

EMOC agrees to:

- Report to Jefferson County Precinct #4 any issues concerning the traffic signal light control device and county roads (Gulf States Rd. in particular).
- EMOC agrees to pay the full amount of costs for this project.
- EMOC will pay for:
 - Initial and recurring maintenance costs for road enhancement safety and installation cost for materials and labor related to this project.
- Recurring maintenance costs may include thermoplastic materials: 8-ft. stencils "SIGNAL AHEAD", stop bar materials, and sets of rumble strips.
- Traffic signal lights and flashing lights cost to include hardware & accessories: LED Bulbs, lens, frames, technical maintenance, damaged or broken fixtures, any and all related expenses concerning all traffic signal lights and flashing lights. Traffic signal lights & flashing lights removal disposal fee, and reposition flashing lights fixtures fee.
- For recurring costs, EMOC will pay for labor and materials of the same type (or substantially similar) to those included in this project, as well as for updated equipment or materials required by changes to applicable laws or regulations. Future costs outside the scope of this agreement will be subject to a separate MOU between EMOC and Jefferson County.
- All payments should be made payable to Jefferson County Treasurer.

Jefferson County agrees to:

- Follow the Local Government Code and TMUTCD guidelines as outlined in the Memorandum of Understanding between EMOC and Jefferson County.
- Ensure traffic compliance issues on Gulf States Road.
- Jefferson County agrees to furnish labor, equipment and materials to repair road as determined at the discretion of the Commissioner for Jefferson County Precinct Four, subject to the requirements of Section 791.014 of the Local Government Code. This includes rebuild of precinct road, drainage, signage, striping, reflective buttons, and road patching as necessary.

4. POINTS OF CONTACT:**Praveen Duggal**

Process Department Head, ExxonMobil Beaumont Refinery
 1795 Burt St.
 Beaumont, TX 77701
 Office: (409) 757-6196
 Cell: (281) 543-4789
 Email: praveen.duggal@exxonmobil.com

Commissioner Everette “Bo” Alfred

Jefferson County Precinct #4
 1145 Pearl St. 4th Floor
 Beaumont, TX 77701
 Office: (409) 835-8443 Fax: (409) 784-5803
 Service Center: (409) 434-5400 Fax: (409) 794-2167
 Website: <http://www.co.jefferson.tx.us/prct4/index.html>
 Email: ealfred@co.jefferson.tx.us

5. OTHER PROVISIONS. Nothing in this agreement is intended to conflict with current laws or regulations of the State of Texas, Local Government Code, or TMUTCD. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect and construed according to the laws of the State of Texas. This Memorandum of Understanding shall be construed to preserve, to the maximum extent possible, any rights the parties have under the Texas Torts Claims Act.

6. EFFECTIVE DATE. The terms of the Memorandum of Understanding will become effective on the date found next to the signatures below.

7. MODIFICATIONS. This Memorandum of Understanding may be modified upon the mutual written consent of the parties.

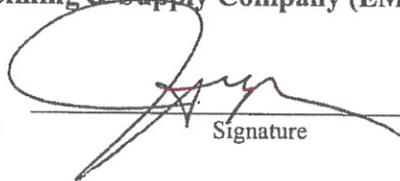
8. **INDEMNITY:** Except for an instance of willful misconduct or gross negligence by Jefferson County, EMOC agrees to indemnify Jefferson County for all personal injury and property damages that arise from incidents that occur during the manual operation by EMOC, its agents, representatives, employees or subcontractors, of the traffic signal control device at Gulf States Road and EMOC. This provision does not apply when the device is on timer.

9. **TERMINATION.** The terms of this Memorandum of Understanding, as modified with the consent of both parties, will remain in effect until end date. Either party, upon 30 days written notice to the other party may terminate this agreement.

APPROVED BY:

ExxonMobil Refining & Supply Company (EMR&S) on Behalf of ExxonMobil Oil Corporation

J.C. Yarbrough
Beaumont Refinery
Process Manager



Signature

7/2/2014
Date

Jefferson County, Texas

Jeff Branick
County Judge
Jefferson County

Signature

Date



Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the ____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, Save Our Children "S.O.C." Children in Motion Inc. organized in 2003 and since its inception, it has had hands on experience working with over 8000+ youths; and,

WHEREAS, S.O.C. is a community based organization serving all youths throughout Jefferson County and the golden triangle mentoring them to serve their community and promote high ethical standards in their lives; and

WHEREAS, S.O.C. Children in Motion Inc.'s goal is to reach children prior to their teenage years and to help mold them to become a valued contributor as well as positive influence in their community; and

WHEREAS, S.O.C is most concerned with fostering spiritual growth as a way to promote healing in the lives of at-risk youths because, without a relationship with God, at-risk youths do not have a chance to take control and make positive decisions about how to live; and,

WHEREAS, S.O.C. Children in Motion Inc. provides one-on-one training for parents to learn simple parenting tools that will enable them how to help their teen handle problems appropriately and on their own;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend Save Our Children, Children in Motion Inc. for providing a forum for open discussion of all matters of public interest for the sake of all youth in our community.

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

Special, July 07, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, July 07, 2014