

**REGULAR, 7/14/2014 1:30:00 PM**

BE IT REMEMBERED that on July 14, 2014, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*July 14, 2014*

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



**NOTICE OF MEETING AND AGENDA  
 OF COMMISSIONERS' COURT  
 OF JEFFERSON COUNTY, TEXAS  
 July 14, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **14th** 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

Executive (closed) Session at 11:00 a.m. on Monday, July 14, 2014 for the purpose of discussing and considering: For the purpose of receiving information regarding Jefferson refinery projects. This meeting is authorized by Texas Government Code Set. 551.087.

WORKSHOP: 1:00 p.m.-Jefferson County Industrial Development Corporation Consider Resolution Supplementing Indenture of Trust and Security Agreement securing the Jefferson County Industrial Development Corporation Hurricane Ike Disaster Area Revenue Bonds( Jefferson Refinery, L.L.C. Project), Series 2010 with respect to a remarketing on December 30, 2013.

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

**PLEDGE OF ALLEGIANCE: Everett "Bo" Alfred, Commissioner, Precinct Four**

## **PURCHASING:**

1. Receive and file bids for IFB 14-022/KJS, Term Contract for Lease of Hangar #5 at Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 8 - 31**

**Action: TABLED**

2. Consider and approve, execute, receive and file an Agreement with Time Warner Cable Business Class and Jefferson County MIS for dedicated internet access 200M for \$2,430.00/month for 60 months.

**SEE ATTACHMENTS ON PAGES 32 - 40**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

**SEE ATTACHMENTS ON PAGES 41 - 42**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **CONSTABLE PRECINCT 1:**

4. Consider and possibly approve the hiring of Mark E. Mann as a Deputy Constable for Precinct 1 in accordance with Local Government Code (LGC) 86.001.

**SEE ATTACHMENTS ON PAGES 43 - 43**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

5. Consider and approve budget transfer - Road & Bridge Pct. 2 - purchase two gates.

*Notice of Meeting and Agenda and Minutes*  
*July 14, 2014*

112-0208-431-6014	BUILDINGS AND STRUCTURES	\$6,700.00	
112-0205-431-3084	MINOR EQUIPMENT	\$3,000.00	
112-0202-431-1005	EXTRA HELP		\$9,700.00

**SEE ATTACHMENTS ON PAGES 44 - 44**

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

6. Consider and approve budget transfer - Constable Pct 1 - purchase five radars.

120-3065-425-3084	MINOR EQUIPMENT	\$10,000.00	
120-3065-425-1005	EXTRA HELP		\$10,000.00

**SEE ATTACHMENTS ON PAGES 45 - 46**

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

7. Regular County Bills - check #395754 through check #396037.

**SEE ATTACHMENTS ON PAGES 47 - 55**

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

## **COUNTY COMMISSIONERS:**

8. Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation as to a Seventeenth Supplemental Trust Indenture and Security Agreements and Relating to the Remarketing of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series, 2010.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

9. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for two emergency grants: Sea Rim State Park Requested- \$4,728.63 Recommended \$4,728.63- Southeast Texas Arts Council - Requested \$3,895 - Recommended -\$1,500

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **ADDENDUMS**

10. Consider, possibly approve and authorize the County Judge to execute an Economic Development Incentive Agreement, pursuant to Sec. 381.004, Texas Local Government Code, between Jefferson County, Texas and Gusher Falls LLC. (For construction of water park at Ford Park.)

**Action: TABLED**

## **COUNTY TREASURER:**

11. Consider and possibly approve, receive and file amendment to the Jefferson County Investment Policy and Procedures Manual to change Exhibit 2, Approved List of Broker/Dealers to read: National Alliance Capital Markets, Howard Ledet, 2245 Texas Drive, Suite 300, Sugarland, TX 77479.

**SEE ATTACHMENTS ON PAGES 56 - 56**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

12. Receive and File Investment Schedule for June, 2014, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 57 - 59**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **ENGINEERING:**

13. Consider and possibly approve the Final Replat of Commercial Tracts 2-4, Doguet's Diamond 'D' Ranch, Phase 1 into Tracts 2A, 2B, 3A, 3B & 4. This property is located in Precinct 1 off of Highway 90 and lies within the ETJ (extra-territorial jurisdiction) of the City of Beaumont.

**SEE ATTACHMENTS ON PAGES 60 - 61**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*July 14, 2014*

14. Execute, receive and file Utility Permit 03-U-14 to Trinity Bay Conservation District for sanitary sewer and water service along Kiker Road. This project is located in Precinct No. 3.

**SEE ATTACHMENTS ON PAGES 62 - 73**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

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**Jeff R. Branick**  
**County Judge**



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

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

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

**June 16, 2014**

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-022/KJS, Term Contract for Lease of Hangar #5 at Jack Brooks Regional Airport. **Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Lease of Hangar #5 at Jack Brooks  
Regional Airport  
**BID NO:** IFB 14-022/KJS  
**DUE DATE/TIME:** 11:00 AM, July 8, 2014  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Karen J. Stewart, MBA, Assistant Purchasing Agent at telephone 409-835-8593 or e-mail [ksmith@co.jefferson.tx.us](mailto:ksmith@co.jefferson.tx.us).

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

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

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise/Port Arthur News –June 18, and June 25, 2014



KUSA Aviation, LLC  
Kyle E. Knupple  
4700 Hangar Drive, Hangar #5  
Beaumont, TX 77705

July 7<sup>th</sup>, 2014

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

Reference: Bid No: IFB 14-022/KJS, Term Contract for Lease of Hangar #5 at Jack Brooks Regional Airport

Commissioners Court and Department of Purchasing:

Enclosed herein please find the following documents in response to bid IFB 14-022/KJS:

- 1. Completed Original Form IFB 14-022/KJS
- 2. Addendum 1: Avgas Purchase Report
- 3. Addendum 2: Existing summarized Business Plan of KUSA Aviation, LLC

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to be "K. Knupple", written over a horizontal line.

Kyle E. Knupple

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT IFB 14-022/KJS TERM CONTRACT FOR LEASE OF HANGAR #5 AT JACK BROOKS REGIONAL AIRPORT

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:**

KUSA Aviation, LLC

Company Name

For clarification of this offer, contact:

4700 Hangar Drive, Hangar 5

Address

Kyle E. Knupple

Name

Beaumont TX 77705

City State Zip

409-727-7900 409-727-7901

Phone Fax

  
Signature of Person Authorized to Sign

kknupple@kusaaviation.com

E-mail

Kyle E. Knupple

Printed Name

CEO / President

Title

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## ACCEPTANCE OF OFFER

### IFB 14-022/KJS TERM CONTRACT FOR LEASE OF HANGAR #5 AT JACK BROOKS REGIONAL AIRPORT

The Offer is hereby accepted for the following items: Term Contract for Lease of Hangar #5 at Jack Brooks Regional Airport. Contract Term: Ten (10) years with an option to renew for one (1) additional five (5) year term.

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. 14-022/KJS. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

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

\_\_\_\_\_  
Date

**Attest:**

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

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## BID FORM

	<b>Annual Lease Price</b> <b>Minimum Lease \$58,272</b>
<b>Lease of Hangar # 5 at Jack Brooks Regional Airport</b>	<b>\$58,272.00</b>

Additional Criteria:

Fuel Purchased From Jack Brooks Regional Airport or Airport Fuel Supplier:

Year	Jet A Gallons
2010	175,365
2011	159,591
2012	159,582
2013	159,780
<b>Total</b>	<b>654,318</b>

Estimated Fuel Purchased From Jack Brooks Regional Airport:

Year	Jet A Gallons
2015	167,670
2016	171,862
2017	176,159
2018	180,563
<b>Total</b>	<b>696,254</b>

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

Addendum 1 Avgas Purchased Date Received \_\_\_\_\_

Addendum 2 Business Plan Date Received \_\_\_\_\_

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

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## VENDOR REFERENCES

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: Jack Brooks Regional Airport

Address: 4875 Parker Dr., Beaumont, Texas 77705

Contact Person and Title: Alex Rupp, Airport Manager

Phone: 409-719-7900 Fax: 409-722-2830

Contract Period: Current Scope of Work: Hangar No. 5 Lease

### REFERENCE TWO

Government/Company Name: Colt International

Address: 300 Flint Ridge Road, Webster, Texas 77598

Contact Person and Title: Wendell Williams, Account Manager

Phone: (281) 280-2100 Fax: (214) 760-7022

Contract Period: Current Scope of Work: Aviation Fuel

### REFERENCE THREE

Government/Company Name: Wing Aero

Address: 5009 Martin Dr., Rowlett, Texas 75088

Contact Person and Title: \_\_\_\_\_

Phone: 800-942-9464 Fax: 972-463-0078

Contract Period: Current Scope of Work: All Aviation related  
Equipment

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# SIGNATURE PAGE

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

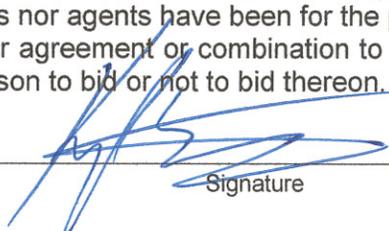
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... Yes  No

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

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

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

KUSA Aviation, LLC  
Bidder (Entity Name)

  
Signature

4700 Hangar Dr, Hangar 5  
Street & Mailing Address

Kyle E. Knupple  
Print Name

Beaumont, TX 77705  
City, State & Zip

July 7, 2014  
Date Signed

409-727-7900  
Telephone Number

409-727-7901  
Fax Number

kknupple@kusaaviation.com  
E-mail Address

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>For vendor or other person doing business with local government entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="color: blue; margin-left: 20px;"><b>KUSA Aviation, LLC</b></p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="color: blue; margin-left: 20px;"><b>KUSA Aviation does not have any affiliation or business relationship with an employee or contractor of the local government entity.</b></p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="color: blue; margin-left: 20px;"><b>KUSA Aviation does not have any affiliation or business relationship with a person who is a local government officer.</b></p>	

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

**CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

Page 2

**For vendor or other person doing business with local government entity**

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) **-Not Applicable-**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes  No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

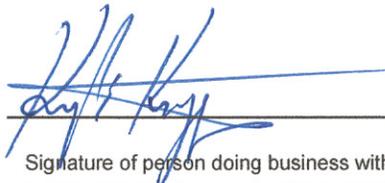
D. Describe each affiliation or business relationship:

**-Not Applicable-**

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

**KUSA Aviation does not have any affiliation or business relationship that might cause a conflict of interest.**

7.

  
\_\_\_\_\_  
Signature of person doing business with the governmental entity

  
\_\_\_\_\_  
Date

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

*This information must be submitted with your bid.*

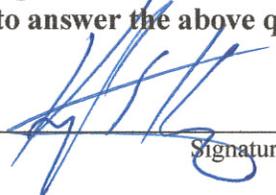
**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant's bid. This list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

**Did the Prime Contractor/Consultant . . .**

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

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

Kyle E. Knuppel  
Printed Name of Authorized Representative

  
Signature

President / CEO  
Title

July 7, 2014  
Date

**BIDDER MUST RETURN THIS PAGE WITH OFFER**



**-NOT APPLICABLE-**

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

*This information must be submitted with your bid.*

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

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

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

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

**-NOT APPLICABLE-**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM  
PAGE 2 OF 4**

**HUB SUBCONTRACTOR DISCLOSURE**

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

**-NOT APPLICABLE-**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM  
PAGE 3 OF 4**

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

**-NOT APPLICABLE**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

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

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## RESIDENCE CERTIFICATION/TAX FORM

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
  - (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- I certify that KUSA Aviation, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	20-5404652
Company Name submitting bid/proposal:	KUSA Aviation, LLC
Mailing address:	4700 Hangar Drive, Hangar 5, Beaumont, TX 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner:  -Not Applicable-	

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

Jefferson County Tax Acct. No.*	Property address or location**
None	None

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

# BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Kyle E. Knupple, who  
(Name)

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

“I, Kyle E. Knupple am a duly authorized officer of/agent  
(Name)  
for KUSA Aviation, LLC and have been duly authorized to execute the  
(Name of firm)  
foregoing on behalf of the said KUSA Aviation, LLC.  
(Name of firm)

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

Name and address of bidder: KUSA Aviation, LLC  
4700 Hangar Drive, Hangar 5, Beaumont, TX 77705

Fax: 409-727-7901 Telephone# 409-727-7900

by: Kyle E. Knupple Title: CEO / President  
(Print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named  
Kyle E. Knupple of KUSA Aviation, LLC on

this the 7th day of July, 2014.

[Handwritten Signature]  
Notary Public in and for  
the State of Texas



**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## Addendum 1

### Avgas Purchase Report

July 3<sup>rd</sup>, 2014

Avgas Purchased from Jack Brooks Regional Airport:

<b>Year</b>	<b>Avgas Gallons</b>
2010	19,211
2011	22,672
2012	19,274
2013	13,042
<b>Total:</b>	<b>74,199</b>

Estimated Avgas Purchased from Jack Brooks Regional Airport:

<b>Year</b>	<b>Avgas Gallons</b>
2015	19,199
2016	19,871
2017	20,566
2018	21,286
<b>Total:</b>	<b>80,922</b>

## Addendum 2

### Existing summarized Business Plan of KUSA Aviation, LLC

*(See attached pages 1-5)*



## **Executive Summary**

### **Introduction**

KUSA Aviation, LLC, was founded September 2006 and has operated as a private company offering fixed based operator services (FBO) to all pilots, passengers and aviation enthusiasts. KUSA Aviation has offered well-maintained aircraft for individual rental and for flight training. KUSA Aviation has also provided primary and advanced flight instruction through the use of independent flight instructors possessing corporate and airline backgrounds. KUSA Aviation has offered professional aviation consulting services for corporate, airline, and individual aviation needs. Our organization has developed a maintenance division servicing small piston, turbo-fan and jet aircraft by employing airframe and power plant mechanics as well as aircraft inspectors. KUSA Aviation has offered a full retail store for pilot supplies ranging from the necessities to the novelties. KUSA Aviation established a Lasergrade, now PSI, testing center for the written examinations for the FAA and the entire test bank that PSI offers to the general public. A flight planning area with weather radar, a comfortable pilots lounge, and courtesy cars are all available for the flight crews who await their passengers.

### **The Company**

KUSA Aviation, LLC was created and legally organized as a Texas Limited Liability Company based in Beaumont, Texas. The principle investors and operators are responsible for all acquisitions and company decisions.

KUSA Aviation has operated its business and aircraft from our home office located at the Jack Brooks Regional Airport. (KBPT) located in Jefferson County Texas.

## **Services**

KUSA Aviation offers services in eight primary areas; aircraft rental, flight instruction, aviation consulting, chartering, ground services, aircraft management, aircraft storage and aircraft maintenance.

Our competitive differences include professionalism, well maintained aircraft, renter/instructor insurance; over 30 years combined knowledge of our maintenance staff, our 24-hour scheduling service that will allow greater flexibility of our aircraft flight times, and our commitment to the industry, airport, and community.

KUSA Aviation enhanced their aircraft rental position by acquiring complex, high-performance, single and multi-engine aircraft for commercial and airline transport pilot training and rental. We also operate up-to-the-minute aircraft scheduling through the use of the Internet and an online scheduling.

With our current hangar, located at 4700 Hangar Drive, Beaumont Texas, Jack Brooks Regional Airport, KUSA has been well positioned to offer storage space to all sizes of aircraft, whether the needs are overnight or several months. Aircraft detailing is available as part of our complete maintenance program.

## **The Market**

KUSA Aviation currently serves Southeast Texas and surrounding areas as the only organized and commercially insured Flight Training / FBO facility.

KUSA Aviation focuses on and maintains local, national, and global aviation business. A few of our loyal and highly regarded customers include Shell Oil, BASF, Exxon-Mobile, Valero, Koch Industries, and Dillard's.

## **Mission**

KUSA Aviation offers first class concierge services, aircraft ground support, safe and secure harbor for aircraft, aircraft maintenance, aircraft management and affordable, professionally

maintained aircraft for rental and flight instruction. We provide a safe and effective learning environment for our students, while adhering to safe practice and to applicable federal and state aviation regulations. KUSA Aviation provides students with an excellent aircraft for flight training and an aircraft to fly upon successful completion of their training.

### **Keys to Success**

1. A 24-hour service through all our departments.
2. 100% effort to provide the absolute finest customer service. Service is our business.
3. Marketing our services to the immediate global community.
4. Preventative / pro-active aircraft maintenance to eliminate aircraft downtime.
5. Thorough and safe training of students and selective aircraft checkouts for rental customers to insure the aircraft is operated carefully, safely, and respectfully.

### **Company Ownership**

KUSA Aviation, LLC has been created and legally organized as a Texas Limited Liability Company based in Beaumont Texas. The principle investors and operators will be responsible for all airplane acquisitions and company decisions.

### **Service Description**

1. **Aircraft Rental:** Offering rental aircraft clear of maintenance discrepancies to students, instructors, and individual renters.
2. **Flight Instruction:** Providing prospective students with qualified and professional selection of certified flight instructors capable of helping students obtain their desired flight ratings.
3. **Aviation Consulting:** Offering individual advice in the aviation industry including airline, corporate, and military recommendations. Additionally, we will attempt to aid our customers with job leads and references in their desired fields.
4. **Pilot Supplies:** Offering a full line of pilot supplies for our students and customers.

5. **Aircraft Storage:** With our large hangar facility we offer space for aircraft storage for both long and short term needs.
6. **Aircraft Brokerage:** Aircraft sales of all types.
7. **Aircraft Management:** Providing acquisition support, daily operational management for both maintenance and flight crews.
8. **Aircraft Maintenance:** Providing superior aircraft maintenance to both based and transient aircraft.

### **Sales Literature**

The company advertises its services locally, nationally, and globally, through the internet, professional aviation associations such as NBAA and AOPA, and local publications and outlets.

### **Market Needs**

KUSA Aviation filled a void for aviation services locally here in Southeast Texas when we opened our doors in September 2006 and has continued to provide exceptional service as evident through our customer base. KUSA constantly strives to offer and implement new and additional services to our aviation industry.

### **Market Growth**

Corporate aviation is growing following a significant economic downturn. Local aviation has grown 27% over the past 12 months.

### **Service Business Analysis**

Our consultation service has been very valuable asset to people of the community who are interested in flying, choosing flying as a career or making an aircraft purchase. For our

young students, many parents have questions regarding the "correct" path for their children with regard to a career as a pilot in the airline industry. These would include flight training, colleges and college curricula, and most importantly, costs. Our goal is to advise them of the best possible options to their questions, using our own personal experience.

### **Management Summary**

The initial organizer of KUSA Aviation, LLC is Kyle E. Knupple, who continues to serve as the President and CEO.

### **Organizational Structure**

KUSA Aviation relies on the member(s) of the LLC for decision-making and financial investing when needed. The ultimate responsibilities of the entire LLC will be given to the member(s).

KUSA Aviation will employ a receptionist, mechanic(s), general maintenance personnel, Line Serviceman, office manager, accounting personnel, operations staff, and flight instructors.

### **Management Team**

KUSA Aviation is semi-departmentalized. The owner and organizer, Kyle E. Knupple, is also the CEO, CFO, and planner.

Account Executive: Will Nichols  
 Phone: (409) 720-5508 ext:  
 Cell Phone: +1 4095438723  
 Fax: (409) 720-5508  
 Email: william.nichols1@twcable.com

**Order # 4470330**

<b>Business Name</b>			Jefferson County	<b>Customer Type:</b> Existing Customer	
<b>Federal Tax ID</b>			<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>	
*****0291			State	1-74-6000291-2	
<b>Billing Address</b>					
<b>Attention To:</b>			<b>Account Number</b>		
1149 Pearl St Data Cente Beaumont TX 77701			8260170160470174		
<b>Billing Contact</b>		<b>Billing Contact Phone</b>		<b>Billing Contact Email Address</b>	
Deborah Syphrett-Clark		(409) 835-8500		syphrett@co.jefferson.tx.us	
<b>Authorized Contact</b>					
<b>Authorized Contact</b>		<b>Authorized Contact Phone</b>		<b>Authorized Contact Email Address</b>	
Paul Helegda		(409) 835-8447		helegda@co.jefferson.tx.us	
<b>Technical Contact</b>					
<b>Technical Contact</b>		<b>Technical Contact Phone</b>		<b>Technical Contact Email Address</b>	
Tim Pierce		(409) 835-8447		tpierce@co.jefferson.tx.us	

**Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 1149 Pearl St Data Cente Beaumont TX 77701**

Site Name	Address Location	Location Type	Bandwidth
Jefferson County DIA	1149 Pearl St Beaumont, TX 77701	Host	200 Mb

<b>New and Revised Services and Monthly Charges At 1149 Pearl St Unit Data Cente, Beaumont TX 77701</b>				
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>	<b>Contract Term</b>
Dedicated Internet Access 200M	1	\$2,430.00	\$2,430.00	60 Months
Static IP Address	1	\$0.00	\$0.00	60 Months
<b>*Total</b>			<b>\$2,430.00</b>	

\*Prices do not include taxes and fees.

<b>One Time fees At 1149 Pearl St Unit Data Cente, Beaumont TX 77701</b>			
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Total</b>
FIBER INSTALLATION	1	\$0.00	\$0.00
<b>Total</b>			<b>\$0.00</b>

\*Prices do not include taxes and fees.

**Special Terms**

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



\_\_\_\_\_  
Authorized Signature for Time Warner Cable Enterprises LLC

\_\_\_\_\_  
Printed Name and Title

Lee Linton  
VP Commercial Sales

\_\_\_\_\_  
Date Signed

7-8-14

\_\_\_\_\_  
Authorized Signature for Customer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

### Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: 602 Highway 69 N

City: Nederland

State: TX

Zip Code: 77627

Contact: Will Nichols

Telephone: (409) 720-5508 ext:

Facsimile: (409) 720-5508

### Customer Information

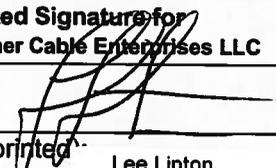
Customer Name (Exact Legal Name): Jefferson County			Federal ID No: *****0291	
Billing Address: 1149 Pearl St	Suite: Data Cente	City: Beaumont	State: TX	Zip Code: 77701
Billing Contact Name: Deborah Syphrett-Clark	Phone: (409) 835-8500		E-mail: syphrett@co.jefferson.tx.us	
Authorized Contact Name: Paul Helegda	Phone: (409) 835-8447		E-mail: helegda@co.jefferson.tx.us	

### Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT [WWW.TWCBC.COM/LEGAL](http://WWW.TWCBC.COM/LEGAL)), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

### Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By: 	By:
Name (printed): Lee Linton VP Commercial Sales	Name (printed):
Title:	Title:
Date: 7-8-14	Date:



# Dedicated Internet Access Service Level Agreement



This document outlines the Service Level Agreement (“SLA”) for Dedicated Internet Access (“DIA”) fiber-based service (the “Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC’s own network (“On-Net”) and not any

portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the “Affected Service”).

## I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Round trip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

## II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the TWC network hub; and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC’s trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.



# Dedicated Internet Access Service Level Agreement



TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	<b>a. Service Disruption resulting in a total loss of Service; or</b> <b>b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").</b>
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<b>a. A service problem that does not impact the Service; or</b> <b>b. A single non-circuit specific quality of Service inquiry.</b>

## III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

## IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\text{MTTR} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$



# Dedicated Internet Access Service Level Agreement



## V. Latency / Frame Delay

Latency or Frame Delay is the average round trip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The round trip delay is expressed in milliseconds (ms). TWC measures frame delay on an end-to-end basis using a standard 64-byte ping from the Customer dedicated access port at the Customer premises to the TWC Internet access router in a round trip fashion.

Latency is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the round trip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

## VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

## VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$



# Dedicated Internet Access Service Level Agreement



## VIII. Network Maintenance

### Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

### Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.

## IX. Remedies

### Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an off-set against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Round trip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.



# Dedicated Internet Access Service Level Agreement



## Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

## Comprehensive Solutions Working Together for Your Business

At Time Warner Cable Business Class we know the path to success begins with a deep understanding of your business challenges and requirements. That's why we have a dedicated account team that will work with you to carefully assess your needs – then recommend customizable, scalable and cost-effective solutions that fit your budget and help meet your growing demands.

Our complete suite of enterprise-class business solutions include **INTERNET, VOICE, TELEVISION, NETWORK SERVICES** and **CLOUD SERVICES** – enabling you to work with a single-source provider for all your needs. Backed by our fiber-rich network and competitive SLAs – you can count on reliable connectivity from a trusted partner.

**LEARN MORE** | [business.twc.com](http://business.twc.com)



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

---

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

**MEMORANDUM**

To: Commissioners' Court  
From: Deborah Clark  
Purchasing Agent   
Date: July 1, 2014  
Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

July 7, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
ADULT PROBATION	(3) CHAIRS		NO TAGS
<i>contact person: Kristen Hancock</i>			
DISTRICT ATTORNEY	5-DRAWER FILE CABINET		12056
DISTRICT ATTORNEY	SMALL COMPUTER DESK		7825
DISTRICT ATTORNEY	CHAIR		12123
DISTRICT ATTORNEY	SMALL DESK		
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		12065
<i>contact person: Emily Beugh</i>			
HEALTH & WELFARE I	REFRIGERATOR	ET1514460	30131
<i>contact person: Essline Knox</i>			
J.P. PCT. 8	HP SCANJET 5300C SCANNER	TW05Y26557	25488
J.P. PCT. 8	HP DESKJET 960CXI PRINTER	SMY13E1C0JJ	26595
<i>contact person: Antoinette A. Henry</i>			
JUVENILE PROBATION	GLENCO GUARDIAN STANDUP FREEZER		15303
<i>contact person: LaRonda Turner</i>			
ROAD & BRIDGE PCT. 4	(2) WOODEN PEWS		
<i>contact person: Kenneth Minkins</i>			

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

# JEFFERSON COUNTY CONSTABLE

## PRECINCT-1

### COLEY "NICK" SALEME

★ 1085 Pearl Street, Suite 103 ★ Beaumont, TX 77701-3544 ★  
★ Telephone: (409) 835-8450 ★ Facsimile: (409) 839-2390 ★  
[nsaleme@co.jefferson.tx.us](mailto:nsaleme@co.jefferson.tx.us)



**RECEIVED**  
JUL 08 2014

July 2, 2014

Honorable Commissioner's Court

Attention: Loma

Dear Loma:

Please place the following on the Commissioners Court Agenda for July <sup>14</sup> 2014:

- (A) Consider and possibly approve the hiring of Mark E. Mann as a Deputy Constable for Precinct 1 in accordance with local government Code (L G C) 86.001.

Mark Mann was a Deputy Constable for Precinct 2 Constable's Office in Trinity, TX

Sincerely,

Coley "Nick" Saleme  
Constable, Precinct 1

copy

**Fran Lee**

---

**From:** Mike Trahan <mtrahan@co.jefferson.tx.us>  
**Sent:** Tuesday, July 08, 2014 9:32 AM  
**To:** 'Fran Lee'  
**Subject:** Budget Transfer From Extra Help to Buildings & Grounds 07082014

**To: Fran Lee**  
**From: Mike Trahan**  
**Re: Budget Transfer**  
**Date: July 8, 2014**

**Fran,**

**I would like to request a transfer of \$3000.00 from 112-0202-431-1005 Extra Help to 112-0205-431-4009 Buildings and Grounds, to cover the cost of the installation of a manual side access gate.**

**I also would like to request a transfer of \$6700.00 from 112-0202-431-1005 Extra Help to 112-0209-431-6004 Capital Equipment, to cover the cost of replacing the entrance gate into Precinct-2 Service Center.**

**I do know that this has to go through Commissioner's Court.**

**Thanks for your help.**

**Sincerely,**  
*Mike Trahan*

**Superintendent, Road and Bridge Precinct 2**

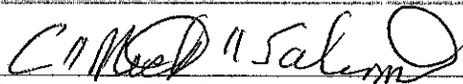
**JEFFERSON COUNTY CONSTABLE****PRECINCT-1****COLEY "NICK" SALEME****Memo**

**Date:** July 8, 2014  
**To:** Fran Lee, Financial Manager  
**From:** Constable's Office Precinct 1      **Fax #:** (409) 839-2369  
**RE:** Transfer Line Item  
**Priority:** [Urgent]

**Line-item Transfer Amendment**DATE: July 8, 2014Honorable Commissioners Court of Jefferson County:

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

	FUND	DEPT.	FROM	TO
From:	Extra Help	120 3065 425-10-05	10,000	
To:	Minor Equipment	120 3065 425-30-84		10,000
Reason:	Amount to Cover Requisition			

  
 Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk



OpticsPlanet.com,  
 A Division of OpticsPlanet, Inc.  
 3150 Commercial Ave  
 Northbrook, IL 60062  
 Phone: (800) 504-5897  
 Fax: (847) 919-9409  
 Email: Sales@OpticsPlanet.com

# Quotation

QUOTATION #	DATE	CUSTOMER ID	REFERENCE #
57023	7/8/2014	3109185	0



SELL TO
Joe Stevenson Jefferson County Constable Precinct 1 Beaumont TX 77701 United States

SHIP TO
Joe Stevenson Jefferson County Constable Precinct 1 Beaumont TX 77701 United States

Shipping Method:	Value Shipping	Payment Method:		Last 4 digits:	
Freight Terms:	FCA Destination	Payment Terms:		PO Number:	
Delivery Information:	45-60 days for delivery	Offer Valid for:	30 days		
Sales Person:	Rafael Maldonado	All prices are in US dollars.			

SKU	DESCRIPTION	QUANTIT	WEIGHT	TOTAL UNIT PRICE	TOTAL
DT-RG-G2S-S778-40-0-MPH-kDual	Decatur Genesis II Select Directional Police MPH Radar Dual K-Band Antenna	5	55	\$1,847.83	\$9,239.15
<b>SUBTOTAL</b>					<b>\$9,239.15</b>
<b>SHIPPING</b>					<b>\$0.00</b>
<b>SALES TAX</b>					<b>\$0.00</b>
<b>TOTAL</b>					<b>\$9,239.15</b>

If you have any questions concerning this quotation, contact our Sales Team via e-mail to Sales@OpticsPlanet.com or via phone (800) 504-5897, 7AM-8PM CST Mon-Fri, 9AM-5PM CST Sat-Sun. Please see <http://www.opticsplanet.net/our-policy.html> for our Return & Exchange Policy.

**Important Export Restrictions:** Commodities, products, technologies, and services listed herein are subject to one or more of the U.S. export control laws and regulations enforced by the U.S. Department of State, the U.S. Department of Commerce, or the U.S. Department of the Treasury. It is unlawful and strictly prohibited to engage in conduct requiring a license or other approval from the proper U.S. Department without such license or approval. Such conduct includes, but is not limited to, the export, or attempt to export or otherwise transfer or sell any commodity, product or technical data, or furnishing any service to any foreign party, whether abroad or in the United States. Furthermore, U.S. law prohibits the sale, transfer, or export of items to Embargoed Countries and entities on the Department of State's List of Debarred Parties, the Department of Commerce's Denied Persons List, and the Department of the Treasury's Specially Designated Nationals and Blocked Persons List. It is the Buyer's responsibility to be aware of the Lists of Embargoed Countries, Debarred Parties, Denied Persons, and Specially Designated Nationals and Blocked Persons. These Lists can be found at the applicable U.S. Government agency website.

Having lawfully received the above commodities from OpticsPlanet, Inc., the Buyer and Entity and/or Person(s) listed in "Ship To" (1) assumes all responsibility to further comply with the requirements imposed by all applicable laws, regulations and administrative policies and (2) certifies that it will so comply. Diversion contrary to U.S. law is prohibited.

The export control laws and regulations are complex; therefore any summary of such laws and regulations provided by OpticsPlanet, Inc. herein is not comprehensive and is not to be taken as legal advice or counseling.

**All Exports:** These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	178.65	395876	
TAMARA DEROUEN	300.00	395885	
			478.65**
ROAD & BRIDGE PCT.#2			
A&A EQUIPMENT	219.45	395754	
APAC, INC. - TROTTI & THOMSOM	356.71	395775	
ENTERGY	7.12	395814	
RITTER @ HOME	47.95	395856	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	395880	
MARTIN PRODUCT SALES LLC	4,932.96	395931	
ACT PIPE AND SUPPLY	55.50	395947	
ATTABOY TERMITE & PEST CONTROL	54.00	395951	
PRO CHEM INC	369.50	395992	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	396013	
			6,271.81**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	21.91	395791	
GCR BEAUMONT TRUCK TIRE CENTER	159.46	395809	
MID-COUNTY ALTERNATOR	80.00	395838	
MUNRO'S	18.23	395840	
MUSTANG CAT	125.51	395841	
OFFICE DEPOT	13.63	395845	
OIL CITY TRACTORS, INC.	126.03	395846	
WAUKESHA-PEARCE IND., INC.	102.60	395881	
DOGGETT HEAVY MACHINERY LLC	134.11	395960	
BARRON TIRE SERVICE	285.00	395975	
PRO CHEM INC	172.58	395992	
			1,239.06**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	219.45	395754	
ABLE FASTENER, INC.	345.09	395757	
SPIDLE & SPIDLE	45.00	395766	
BASE SEAL	20,005.01	395780	
RB EVERETT & COMPANY, INC.	52,990.00	395804	
T. JOHNSON INDUSTRIES, INC.	1,077.50	395828	
MUNRO'S	72.93	395840	
MUSTANG CAT	1,781.50	395841	
PARTS EXCHANGE COMPANY, INC.	370.00	395848	
SMART'S TRUCK & TRAILER, INC.	38.74	395861	
TRIANGLE ENGINE DIST.	37.03	395874	
TRI-CON, INC.	6,574.55	395875	
UNITED STATES POSTAL SERVICE	8.79	395899	
SIERRA SPRING WATER CO. - BT	62.43	395901	
INTERSTATE ALL BATTERY CENTER - BMT	229.90	395950	
SUBURBAN PROPANE L.P.	272.34	396009	
			84,130.26**
PARKS & RECREATION			
FARM & HOME SUPPLY	162.60	395806	
ENTERGY	52.88	395814	
AT&T	28.93	395864	
			244.41**
GENERAL FUND			
TAX OFFICE			
AT&T	100.20	395864	
CDW COMPUTER CENTERS, INC.	214.48	395891	
UNITED STATES POSTAL SERVICE	778.81	395899	
UNITED STATES POSTAL SERVICE	39.69	395900	
			1,133.18*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	4.47	395899	
			4.47*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	35.01	395899	
			35.01*
COUNTY CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	1,407.55	395827	
UNITED STATES POSTAL SERVICE	154.55	395899	
UNITED STATES POSTAL SERVICE	123.09	395900	
CANON FINANCIAL SERVICES INC	567.00	396002	
COUNTY JUDGE			2,252.19*
CHEROKEE COUNTY CLERK	714.00	395797	
UNITED STATES POSTAL SERVICE	.81	395899	
DANIEL CLAYTON	500.00	395902	
J.T. HAYNES	500.00	395927	
THOMSON REUTERS-WEST	116.58	396004	
RISK MANAGEMENT			1,831.39*
UNITED STATES POSTAL SERVICE	1.29	395899	
COUNTY TREASURER			1.29*
CDW COMPUTER CENTERS, INC.	267.91	395891	
UNITED STATES POSTAL SERVICE	317.22	395899	
PURCHASING DEPARTMENT			585.13*
BEAUMONT ENTERPRISE	6,792.65	395802	
OFFICE DEPOT	39.51	395845	
PORT ARTHUR NEWS, INC.	5,061.13	395853	
JEFFERSON COUNTY CREDIT CARDS	131.63	395964	
GENERAL SERVICES			12,024.92*
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	395871	
REFLECTIONS	878.43	395893	
VERIZON WIRELESS	303.92	395897	
INTERSTOR DESIGN ASSOCIATES	1,750.00	395977	
DYNAMEX INC	232.40	396016	
DATA PROCESSING			5,864.75*
SYMANTEC CORPORATION	256.00	395866	
CDW COMPUTER CENTERS, INC.	325.56	395891	
JEFFERSON COUNTY CREDIT CARDS	2,039.84	395964	
VOTERS REGISTRATION DEPT			2,621.40*
UNITED STATES POSTAL SERVICE	210.27	395899	
ELECTIONS DEPARTMENT			210.27*
THE EXAMINER	48.00	395805	
UNITED STATES POSTAL SERVICE	37.74	395899	
JEFFERSON COUNTY CREDIT CARDS	13.43	395964	
DISTRICT ATTORNEY			99.17*
OFFICE DEPOT	45.49	395845	
WAYLN G. THOMPSON	465.91	395873	
UNITED STATES POSTAL SERVICE	191.36	395899	
UNITED STATES POSTAL SERVICE	3.34	395900	
HEALTHPORT	20.03	396011	
TINA CADENA	30.00	396037	
DISTRICT CLERK			756.13*
OFFICE DEPOT	193.64	395845	
UNITED STATES POSTAL SERVICE	133.08	395899	
CRIMINAL DISTRICT COURT			326.72*
WILBARGER COUNTY, TEXAS - COUNTY	705.00	395760	
TODD W. LEBLANC	800.00	395762	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	51,635.78	395779	
DONALD W. DUESLER & ASSOC.	8,334.00	395800	

NAME	AMOUNT	CHECK NO.	TOTAL
TERRENCE HOLMES	1,550.00	395820	
RENE MULHOLLAND	1,843.00	395878	
UNITED STATES POSTAL SERVICE	2.77	395899	
KIMBERLY R. BROUSSARD	981.45	395944	
C. HADEN CRIBBS JR., PC	8,334.00	395984	
SORENSEN FORENSIC	2,750.00	395994	
			76,936.00*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	395863	
UNITED STATES POSTAL SERVICE	.81	395899	
			30.76*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	395899	
			.81*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	395899	
			.81*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	12.96	395899	
			12.96*
252ND DISTRICT COURT			
DAVID GROVE	400.00	395767	
TRAVIS EVANS	900.00	395803	
JOHN E. MACEY	600.00	395832	
MIKE VAN ZANDT	8,334.00	395877	
BRACK JONES JR.	8,333.33	395887	
UNITED STATES POSTAL SERVICE	114.05	395899	
SHEIGH SUMMERLIN	8,333.33	395925	
JASON ROBERT NICKS	800.00	395955	
CANON FINANCIAL SERVICES INC	249.00	396002	
			28,063.71*
279TH DISTRICT COURT			
PHILLIP DOWDEN	150.00	395773	
MARVA PROVO	325.00	395854	
BRACK JONES JR.	325.00	395886	
TONYA CONNELL TOUPS	75.00	395938	
JONATHAN L. STOVALL	75.00	395966	
STEFANIE L. ADAMS, ATTORNEY AT LAW	375.00	395968	
MATUSKA LAW FIRM	225.00	396022	
			1,550.00*
317TH DISTRICT COURT			
OFFICE DEPOT	59.70	395845	
UNITED STATES POSTAL SERVICE	.96	395899	
JUDY PAASCH	2,233.33	395922	
			2,293.99*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	31.03	395899	
			31.03*
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	32.98	395845	
UNITED STATES POSTAL SERVICE	1.19	395899	
			34.17*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	41.32	395899	
			41.32*
JUSTICE OF PEACE PCT. 8			
F.B. TAYLOR INSURANCE	100.00	395888	
UNITED STATES POSTAL SERVICE	246.67	395900	
			346.67*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.22	395899	
			1.22*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
MSC / AMP	188.50	395764	
UNITED STATES POSTAL SERVICE	29.86	395899	
SHANE PHELPS P.C.	4,048.56	395961	4,266.92*
COUNTY COURT AT LAW NO. 3			
OFFICE DEPOT	427.77	395845	
UNITED STATES POSTAL SERVICE	28.83	395899	456.60*
COURT MASTER			
JUDGE LARRY GIST	2,507.92	395810	
HAROLD PLESSALA	3,650.00	395851	6,157.92*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	52.70	395863	
UNITED STATES POSTAL SERVICE	2.03	395899	54.73*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	36.50	395792	
FED EX	266.78	395807	
ENTERGY	1,197.84	395814	
HERNANDEZ OFFICE SUPPLY, INC.	90.98	395818	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,256.00	395824	
OFFICE DEPOT	796.07	395845	
AT&T	30.72	395864	
WASTE MGT. GOLDEN TRIANGLE, INC.	72.11	395880	
KEESHA GUILLORY	300.00	395889	
CDW COMPUTER CENTERS, INC.	203.70	395891	
UNITED STATES POSTAL SERVICE	1,254.34	395899	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	395904	
FIVE STAR FEED	143.39	395913	
CODE BLUE	1,580.00	395919	
3 L PRINTING	25.00	395962	
THOMSON REUTERS-WEST	510.90	396004	
ARFMANN MARKETING LLC	2,032.00	396031	9,829.28*
CRIME LABORATORY			
ALLOMETRICS INC.	195.00	395765	
AGILENT TECHNOLOGIES	193.00	395770	
FISHER SCIENTIFIC	381.70	395808	
OFFICE DEPOT	670.77	395845	
HENRY SCHEIN, INC.	34.92	395859	
SPECTRUM LABORATORY PRODUCTS	202.22	395910	
IMADA INC	227.00	395957	
JEFFERSON COUNTY CREDIT CARDS	52.32	395964	
RDB SERVICES	500.00	395983	
EPPENDORF NORTH AMERICA INC	313.95	395989	2,770.88*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	318.37	395756	
HILO / O'REILLY AUTO PARTS	107.61	395758	
BEAUMONT TRACTOR COMPANY	105.45	395781	
BEST SAFE & LOCK	418.00	395782	
CHEMAX CORP.	399.60	395788	
CITY OF BEAUMONT - WATER DEPT.	16.00	395790	
COASTAL WELDING SUPPLY	37.20	395794	
COBURN'S, BEAUMONT BOWIE (1)	117.24	395795	
DESSER TIRE & RUBBER COMPANY	1,624.82	395798	
ENTERGY	45,152.95	395814	
HERTZ CORPORATION	178.38	395819	
KOMMERCIAL KITCHENS	105.00	395829	
M&D SUPPLY	154.48	395831	
MCNEILL INSURANCE AGENCY	71.00	395837	
OFFICE DEPOT	99.99	395845	
UNITED COMMUNICATIONS, INC.	441.00	395896	
AIRGAS SOUTHWEST	182.89	395941	
FIVE STAR CORRECTIONAL SERVICE	73,294.18	395958	
SHOE CORPORATION OF BIRMINGHAM INC	198.24	395972	

NAME	AMOUNT	CHECK NO.	TOTAL
CONSTELLATION NEWENERGY - GAS DIVIS	4,410.15	395998	
CONMED INC	20,289.54	395999	
KROPP HOLDINGS INC	260.32	396010	147,982.41*
JUVENILE PROBATION DEPT.			
FED EX	65.52	395807	
EDWARD B. GRIPON, M.D., P.A.	900.00	395812	
G. FRAN HUDGINS	1,059.00	395821	
ELAINE MADOLE	135.52	395833	
UNITED STATES POSTAL SERVICE	32.56	395899	
LATRICIA COLEMAN	126.56	395907	
LYNN BIERHALTER	36.96	395926	
NISHA AMIN	2,400.00	395939	
RASHUNDA FLETCHER	173.04	395943	
LATISHA STEELE	28.56	396003	
JOSH CUYOS	105.84	396023	5,063.56*
JUVENILE DETENTION HOME			
LABATT FOOD SERVICE	2,544.73	395776	
ENTERGY	9,903.49	395814	
AT&T	680.69	395864	
WASTE MGT. GOLDEN TRIANGLE, INC.	430.21	395880	
CHARMTEX INC.	5,643.77	395915	
FLOWERS FOODS	90.89	395917	
VANSHECA SANDERS-CHEVIS	800.00	395936	
WASTEWATER TRANSPORT SERVICES LLC	518.00	396028	20,611.78*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	67.02	395899	67.02*
CONSTABLE-PCT 6			
CARPENTER'S TIME CENTER INC.	75.00	395786	
CASH ADVANCE ACCOUNT	351.99	395827	
UNITED STATES POSTAL SERVICE	17.44	395899	444.43*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	10,250.00	395778	
FMMS HOLDINGS OF TEXAS LLC	60,800.00	395987	71,050.00*
AGRICULTURE EXTENSION SVC			
TERRIE S. LOONEY	113.12	395755	
STARLA B. GARLICK	1,809.83	395761	
BARBARA EVANS	78.96	395945	
EN POINT TECHNOLOGIES SALES INC	24.00	395971	
M J EBELING	26.88	395997	
EMILEE BEAN	157.36	396012	2,210.15*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	37.89	395772	
BROUSSARD'S MORTUARY	1,800.00	395785	
CLAYBAR FUNERAL HOME, INC.	1,500.00	395793	
ENTERGY	26.09	395817	
AUSTIN CECIL WALKES MD PA	2,932.58	395879	
UNITED STATES POSTAL SERVICE	103.86	395899	
RACHEL DRAGULSKI	22.40	395909	
CONNIE M ROBERTS	11.20	395933	
TINA CHAMPAGNE	98.56	395942	
BONNIE SWAIN	11.20	395963	
ESSLINE KNOX	11.20	395967	
MELANCON'S FUNERAL HOME	1,500.00	395970	8,054.98*
HEALTH AND WELFARE NO. 2			
LEIVINGSTON FUNERAL HOME	1,500.00	395830	
MOODY-HARRIS FUNERAL HOME	1,500.00	395839	
OFFICE DEPOT	803.76	395845	

NAME	AMOUNT	CHECK NO.	TOTAL
PHYSICIAN SALES & SERVICE, INC.	324.44	395850	
AUSTIN CECIL WALKES MD PA	2,932.58	395879	
UNITED STATES POSTAL SERVICE	376.71	395900	
CHILD WELFARE UNIT			7,437.49*
DISA, INC.	612.00	395799	
NOTARY PUBLIC UNDERWRITERS AGENCY	105.75	395895	
BEAUMONT OCCUPATIONAL SERVICE, INC.	379.50	395904	
KEYANA HAILEY PAYEE	20.00	395911	
TYMER WILSON PAYEE	20.00	395929	
CHUMARI WILSON PAYEE	20.00	395930	
TAYLOR SAVOY PAYEE	20.00	395934	
TYLER SAVOY PAYEE	20.00	395935	
J'LYNN HENDRIX	20.00	395949	
SIDNEY SCYPION	50.00	395954	
DIAMOND DELFIERRO PAYEE	20.00	395969	
KRISTIN SIMONS PAYEE	20.00	395973	
ANTHONY DISOMBA PAYEE	20.00	395976	
AARON VINSON	20.00	395978	
CONNOR BELDEN	20.00	395979	
WILLIAM GILBERT	50.00	395980	
ALYJAH HALEY	20.00	395982	
RHONDA PRUDHOMME	20.00	395985	
TOKEBA HUGHEY PAYEE	20.00	395990	
DE'ANDRE HUGHEY	20.00	395991	
MENOSHA MILES PAYEE	20.00	395995	
ARIANNA HALEY	20.00	396000	
QUINN DIXON PAYEE	20.00	396001	
QUAYLON DIXON PAYEE	15.00	396005	
HUNTER LACROIX	20.00	396006	
ERNESTO MIRANDA PAYEE	20.00	396014	
DAISY MIRELES PAYEE	20.00	396015	
TAMIA GOODMAN PAYEE	20.00	396017	
ABBIE BLANDFORD	20.00	396020	
ASHANTI M MCCRAY	20.00	396025	
AAYARRII CEASAR	20.00	396027	
CHASITY NOBLE	20.00	396029	
MYA NOBLE	20.00	396030	
ENVIRONMENTAL CONTROL			1,752.25*
CANON FINANCIAL SERVICES INC	214.00	396002	
INDIGENT MEDICAL SERVICES			214.00*
KINGS PHARMACY	345.15	395771	
OFFICE DEPOT	479.92	395845	
CARDINAL HEALTH 110 INC	22,997.29	396008	
MAINTENANCE-BEAUMONT			23,822.36*
JOHNSTONE SUPPLY	762.54	395768	
CITY OF BEAUMONT - LANDFILL	44.00	395774	
BINSWANGER GLASS CO.	36.62	395783	
CINTAS, INC.	406.08	395789	
ECOLAB	209.95	395801	
ENTERGY	8,071.69	395814	
HYDRO-CLEAN SERVICES, INC.	435.00	395822	
M&D SUPPLY	151.57	395831	
MCCOWN PAINT & SUPPLY OF TEXAS	180.17	395835	
NEWTON'S TOOL & HARDWARE, INC.	82.00	395842	
RITTER @ HOME	62.58	395856	
RALPH'S INDUSTRIAL ELECTRONICS	116.84	395857	
SANITARY SUPPLY, INC.	3,013.39	395858	
ACE IMAGEWEAR	481.86	395860	
AT&T	904.81	395864	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,730.84	395880	
WHOLESALE ELECTRIC SUPPLY CO.	175.26	395883	
WORTH HYDROCHEM	250.00	395884	
SHI GOVERNMENT SOLUTIONS, INC.	656.40	395903	
LOWE'S HOME CENTERS, INC.	255.55	395905	
ACADIAN HARDWOODS, BEAUMONT	311.16	395908	

NAME	AMOUNT	CHECK NO.	TOTAL
OTIS ELEVATOR COMPANY	2,756.00	395916	
CENTERPOINT ENERGY RESOURCES CORP	248.04	395923	
FIRETROL PROTECTION SYSTEMS, INC.	665.00	395948	
EMERGENCY POWER SERVICE	243.00	395986	
INDUSTRIAL & COMMERCIAL MECHANICAL	2,160.36	395988	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	396013	47,098.47*
MAINTENANCE-PORT ARTHUR			
COTTON CARGO	800.65	395796	
SANITARY SUPPLY, INC.	90.90	395858	
PARKER LUMBER	315.94	395959	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	396013	3,732.09*
MAINTENANCE-MID COUNTY			
ENTERGY	2,810.62	395814	
ACE IMAGEWEAR	27.91	395860	
AT&T	682.43	395864	
WASTE MGT. GOLDEN TRIANGLE, INC.	151.62	395880	
W. JEFFERSON COUNTY M.W.D.	25.13	395882	
ATTABOY TERMITE & PEST CONTROL	54.00	395951	
A1 FILTER SERVICE COMPANY	93.50	395981	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	396013	5,770.73*
SERVICE CENTER			
ACTION AUTO GLASS	217.09	395763	
CARQUEST AUTO PARTS # 96	1,399.99	395787	
J.K. CHEVROLET CO.	101.25	395823	
M&D SUPPLY	100.81	395831	
TRI-CON, INC.	1,385.35	395875	
VOYAGER FLEET SYSTEM, INC.	35,508.88	395912	
BUMPER TO BUMPER	231.00	395921	
EQUIPMENT DEPOT	1,065.93	395928	
AMERICAN TIRE DISTRIBUTORS	407.68	395946	
UNIFIRST HOLDINGS INC	22.23	395952	
MIGHTY OF SOUTHEAST TEXAS	96.67	395974	40,536.88*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.82	395899	
UNITED STATES POSTAL SERVICE	12.06	395900	
			13.88*
			546,488.28**
MOSQUITO CONTROL FUND			
ENTERGY	720.27	395814	
M&D SUPPLY	61.07	395831	
MUNRO'S	98.95	395840	
OFFICE DEPOT	76.63	395845	
AT&T	29.45	395864	
TIME WARNER COMMUNICATIONS	69.82	395868	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	395880	1,135.31**
LATERAL ROADS- PRECINCT 4			
BASE SEAL	3,784.99	395780	3,784.99**
SECURITY FEE FUND			
D&N SERVICES	2,506.00	395777	
JULIE BLANCO	103.52	395784	
JAMES A POWELL	61.38	396032	
GILES HOLST	61.38	396033	
ART SWIGER	99.80	396034	
LODDIE VALKA	32.45	396035	
JOHN MCINTOSH	61.38	396036	2,925.91**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	1,675.80	396004	1,675.80**
EMPG GRANT			

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS WATER	29.80	395863	
STAR GRAPHICS SHARP	19.74	395865	
JUVENILE DETENTION - TJPC			49.54**
VERIZON WIRELESS	58.95	395897	
GRT N MENTAL HEALTH SVCS			58.95**
CORNELL CORRECTIONS OF TEXAS	8,886.60	396021	
JUVENILE TJPC-A-2014-123			8,886.60**
PEGASUS SCHOOL	2,962.20	395849	
TEXAS PROBATION ASSOCIATION	560.00	395870	
BI INCORPORATED	345.22	395894	
VICTORIA COUNTY JUVENILE SERVICES	4,200.00	395940	
JUVENILE PROB & DET. FUND			8,067.42**
GULF COAST TRADES CENTER	2,060.60	395813	
COMMUNITY SUPERVISION FND			2,060.60**
JEFFERSON CTY. COMMUNITY SUP.	1,400.79	395825	
CASH ADVANCE ACCOUNT	697.11	395827	
OFFICE DEPOT	1,030.11	395845	
UNITED STATES POSTAL SERVICE	72.93	395899	
UNITED STATES POSTAL SERVICE	233.22	395900	
CODE BLUE	320.00	395919	
JCCSC	125.00	395965	
GREGORY CLARK JR	129.36	395996	
JEFF. CO. WOMEN'S CENTER			4,008.52**
CITY OF BEAUMONT - WATER DEPT.	810.29	395790	
MARKET BASKET	282.31	395834	
KIM MCKINNEY, LPC, LMFT	140.00	395836	
SANITARY SUPPLY, INC.	873.57	395858	
SOUTHEAST TEXAS MEDICAL ASSOCIATES	140.00	395862	
SYSCO FOOD SERVICES, INC.	1,906.41	395867	
TIME WARNER COMMUNICATIONS	31.24	395869	
BEN E KEITH FOODS	560.77	395918	
CENTERPOINT ENERGY RESOURCES CORP	357.42	395923	
SHSP, LETPP & CERT GRANTS			5,102.01**
SAFETY HEAT REDUCTION SYSTEMS	17,715.65	396024	
LAW OFFICER TRAINING GRT			17,715.65**
OFFICE DEPOT	370.11	395845	
SCAAP GRANT			370.11**
EQUIPMENT DEPOT	17,900.00	395928	
DRUG INTERVENTION COURT			17,900.00**
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	2,760.00	395826	
LAND MANOR, INC.	2,368.00	395892	
THE CHANGE COMPANIES	1,741.50	395906	
COUNTY RECORDS MANAGEMENT			6,869.50**
TEXAS STATE HISTORICAL ASSOCIATION	50.00	395872	
CDW COMPUTER CENTERS, INC.	1,445.15	395891	
DEPUTY SHERIFF EDUCATION			1,495.15**
MARK R. DUBOIS	300.00	395759	
PUBLIC AGENCY TRAINING COUNCIL	295.00	395855	
STANLEY SHIPPER	150.00	395914	

NAME	AMOUNT	CHECK NO.	TOTAL
MARK ELLIS	150.00	395932	
TRICIA PEACE	261.20	396026	
HOTEL OCCUPANCY TAX FUND			1,156.20**
AT&T	170.13	395864	
FBI FIRING RANGE REPAIR			170.13**
JONES ALUMINUM	10,910.00	395956	
CAPITAL PROJECTS FUND			10,910.00**
CARROLL & BLACKMAN, INC.	1,929.67	395769	
M&D SUPPLY	167.03	395831	
FAUST ENGINEERING & SURVEYING INC	1,800.00	396007	
AIRPORT FUND			3,896.70**
ENTERGY	15,909.21	395816	
OSHKOSH	327.46	395847	
SE TX EMP. BENEFIT POOL			16,236.67**
CHLIC-CHICAGO	59,830.52	395953	
COMPASS PROFESSIONAL HEALTH SERVICE	6,290.00	396018	
SA BENEFITS SERVICES LLC	38,230.62	396019	
SETEC FUND			104,351.14**
ALLIANCE MECHANICAL SERVICES	4,000.00	395920	
WORKER'S COMPENSATION FD			4,000.00**
TRISTAR RISK MANAGEMENT	17,062.89	395924	
D.A.'S FORFEITURED FUNDS			17,062.89**
JEFFERSON COUNTY CREDIT CARDS	3,699.96	395964	
SHERIFF'S FORFEITURE FUND			3,699.96**
W.W. GRAINGER, INC.	185.33	395811	
CASH ADVANCE ACCOUNT	2,227.20	395827	
ORCA - IKE			2,412.53**
MK CONSTRUCTORS	285,625.78	395993	
MARINE DIVISION			285,625.78**
VERIZON WIRELESS	531.86	395897	
DEJEAN AUTOMOTIVE	3,702.65	395937	
JEFFERSON COUNTY CREDIT CARDS	1,691.74	395964	
2013 PORT SECURITY GRANT			5,926.25**
MOTOROLA SOLUTIONS INC	62,594.40	395890	
			62,594.40**
			1,239,001.18***



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

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

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

July 9, 2014

Judge Jeff R. Branick and  
Commissioners Court

One of our Brokers, who has served Jefferson County for a long time, has taken employment at a different company. I would like to amend our Investment Policy and Procedures Manual to reflect this change so that he can continue to assist us with our investment transactions.

Please place this on the agenda for July 14, 2014.

Sincerely,

Tim Funchess, CCT., CIO

Agenda should read:

Consider and possibly approve, receive and file amendment to the Jefferson County Investment Policy and Procedures Manual to change Exhibit 2, Approved List of Broker/Dealers to read: National Alliance Capital Markets, Howard Ledet, 2245 Texas Drive, Suite 300, Sugarland, TX 77479.



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

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

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

July 9, 2014

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

Gentlemen:

Enclosed is the Investment Schedule as of June 30, 2014, including interest earnings.

The weighted average yield to maturity on the County's investments is .962%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on June 30, 2014 was .02% and the interest on your checking accounts for the month of June was .184%

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

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

This should be on the agenda July 14, 2014, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for June, 2014,  
 including the year to date total earnings on County funds.



<b>FISCAL YEAR 2013-2014</b>			
<b>YIELD TO MATURITY AND INTEREST EARNINGS</b>			
<b>MONTH</b>	<b>90 DAY T. BILL YIELD</b>	<b>INVESTMENT INTEREST EARNED</b>	<b>CHECKING ACCOUNT YIELD</b>
OCTOBER	0.04%	\$17,637.25	0.210%
NOVEMBER	0.06%	\$11,889.08	0.190%
DECEMBER	0.07%	\$23,519.15	0.192%
JANUARY	0.05%	\$44,130.46	0.190%
FEBRUARY	0.05%	\$29,905.27	0.188%
MARCH	0.04%	\$28,348.06	0.188%
APRIL	0.03%	\$25,370.53	0.180%
MAY	0.04%	\$20,709.79	0.180%
JUNE	0.02%	\$31,031.13	0.184%
JULY			
AUGUST			
SEPTEMBER			
<b>ANNUAL TOTALS</b>		<b>\$ 232,540.72</b>	

**Ron Westphal**

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**From:** Ron Westphal <ronaldw@co.jefferson.tx.us>  
**Sent:** Monday, July 07, 2014 8:16 AM  
**To:** 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Kenneth Minkins; 'Mario Watkins, Prct 4 Asst.'; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; 'Robbie Griffith, Prct 1 Foreman'  
**Subject:** Final Plat - Doguet Diamond D Commercial Tracts  
**Attachments:** 07-07-14 - Diamond D Commercial - Final Plat.pdf

Gentlemen,

Attached for your review is the Final Plat of Doguet's Diamond D Commercial Tracts. This property is located in Commissioner Precinct No. 1 off of Highway 90 and lies within the ETJ of the City of Beaumont.

This plat meets all of our requirements and I will be placing this plat on the Agenda for the July 14<sup>th</sup> 2014 Commissioners Court for approval.

Thanks!

Ron

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



Permit No. 03-4-14

Precinct No. 3

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/Common Carrier Pipeline Within  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

Date July 2, 2014

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

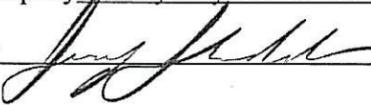
Trinity Bay Conservation District (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of Water and Sewer (Location) of which is fully described as follows:

5 pages of drawings attached.

Construction will begin on or after July 15, 2014.

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

Company Trinity Bay Conservation District

By 

Title General Manager

Address P.O Box 599

Stowell, Texas 77661

Telephone # 409-296-3602

Fax # 409-296-1055

**ENGINEERING ACTION FORM**

The minimum standard bond required is \$ N/A

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

07/09/14  
Date

---

**COMMISSIONERS COURT ORDER**

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

COMMISSIONERS COURT

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

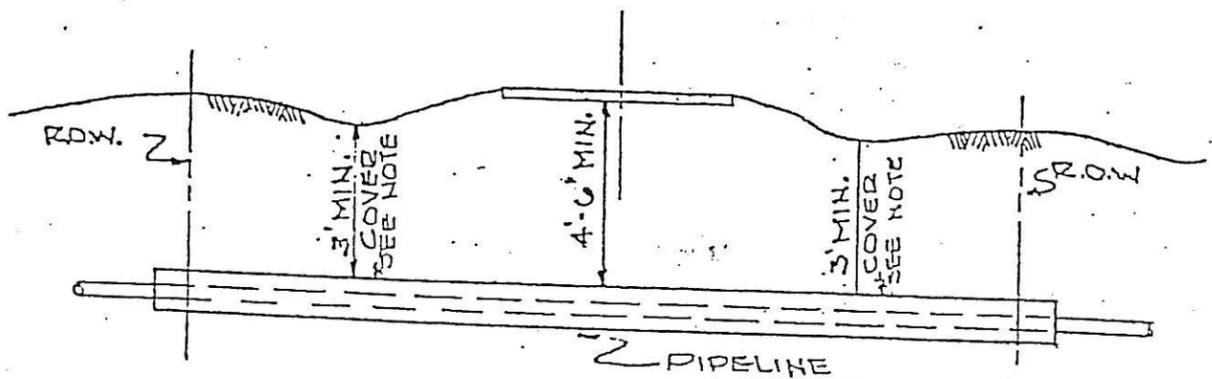
FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

Enclosed, please find the required application fee:

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

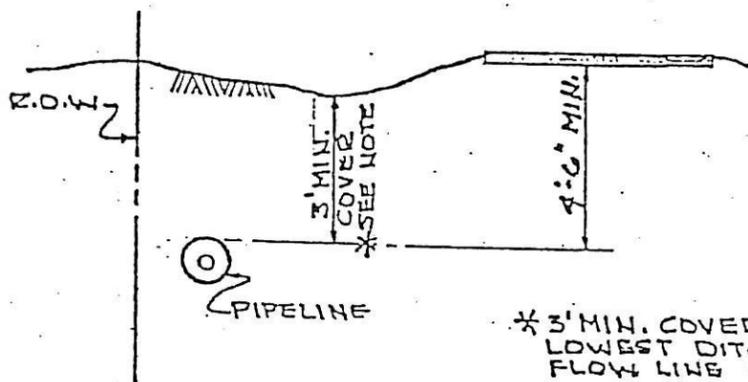
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work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



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

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

# 1. STANDARD PIPELINE CROSSING



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

# 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY		
ENGINEERING DEPARTMENT.		
PIPELINE DETAILS (STD.)		
12-7-79	NO SCALE	1/2" = 1'-0"

**Carroll &  
Blackman,  
Inc.** Consulting Engineers

July 3, 2014

*Handwritten initials* E.C. Page 1  
Texas Registered Engineering Firm F-001054

3120 Fannin St. Phone: 409.833.3363  
Beaumont, Texas 77701 Fax: 409.833.0317

Don Rao, Director  
Jefferson County Engineering Department  
1149 Pearl Street  
5<sup>th</sup> Floor  
Beaumont, TX 77701

Re: Trinity Bay Conservation District  
Request of Approval  
Water and Sanitary Sewer Lines along Kiker Road

Dear Mr. Rao:

This letter is written on the behalf of Jerry Shadden, General Manger of the Trinity Bay Conservation District (TBCD). TBCD is requesting approval from Jefferson County to install a 2" PVC sanitary sewer low pressure line and a 6" PVC water distribution line within Jefferson County's public road right-of-way (ROW). These utility lines will be installed as to provide sanitary sewer and water service along Kiker Road from Coon Road south approximately 2,300'.

The proposed construction of the 2" sanitary sewer low pressure line and the 6" PVC water distribution line shall adhere to the specifications as shown in Jefferson County's "Utility and Common Carrier Pipeline Policy". The proposed utilities to be installed shall be constructed with a minimum of three (3) feet of cover.

If you should have any questions or comments, please contact Carroll & Blackman to discuss.

Sincerely,

**CARROLL & BLACKMAN, INC.**

Consulting Engineers

*Handwritten signature of Jeff Scogin*  
Jeff Scogin

Project Manager

*Handwritten signature of Mark Redwine*  
Oked by Mark Redwine  
Mark Redwine

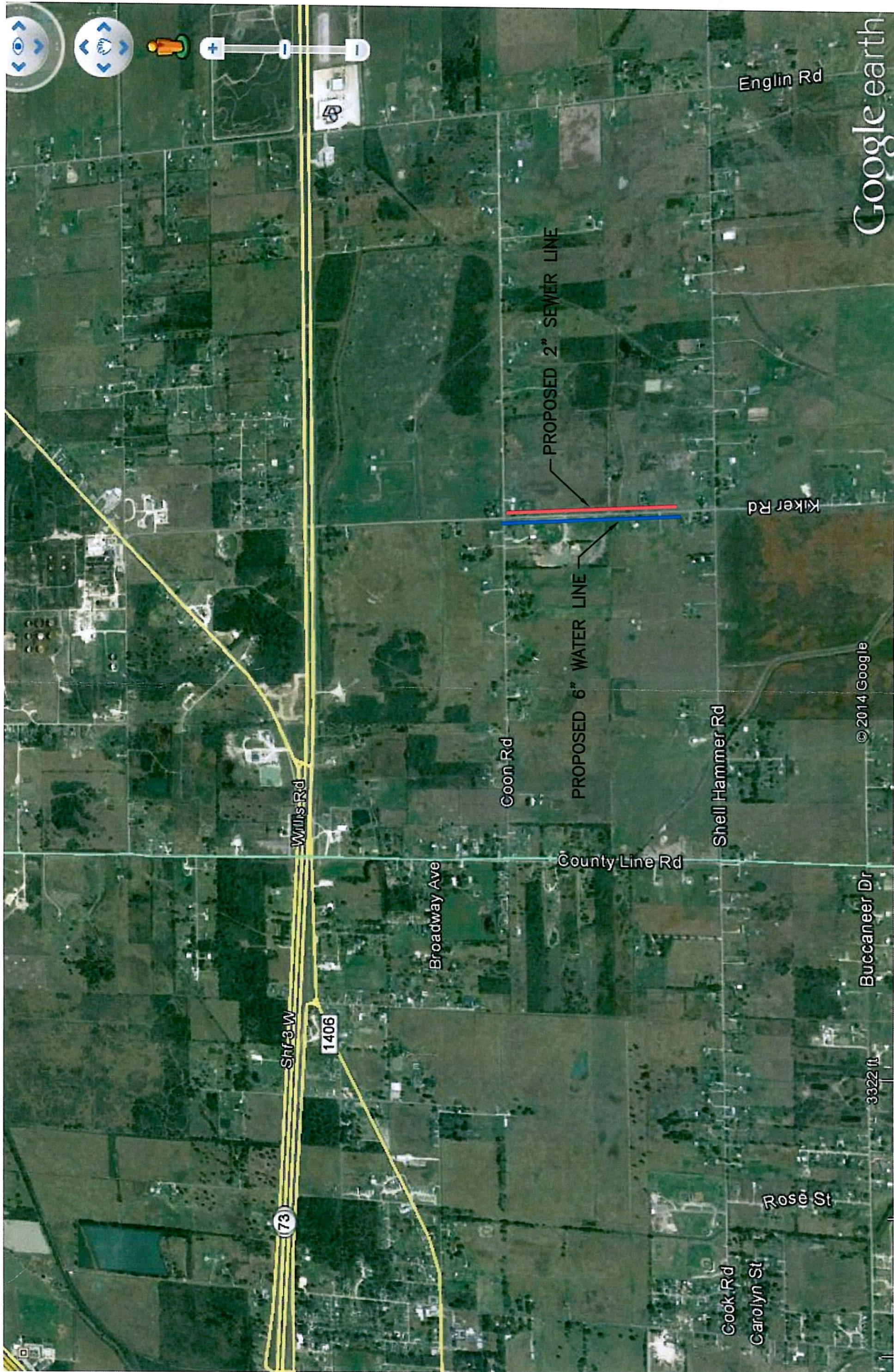


S:\6400\6442\17-Kiker Road - Water and Sewer Lines\WP\6442-17 - Jefferson County Letter.doc

Kim Carroll, P.E.  
Toby Davis, P.E.  
Allen Sims, P.E.  
Cody Croley, P.E.

WWW.CBIENG.COM

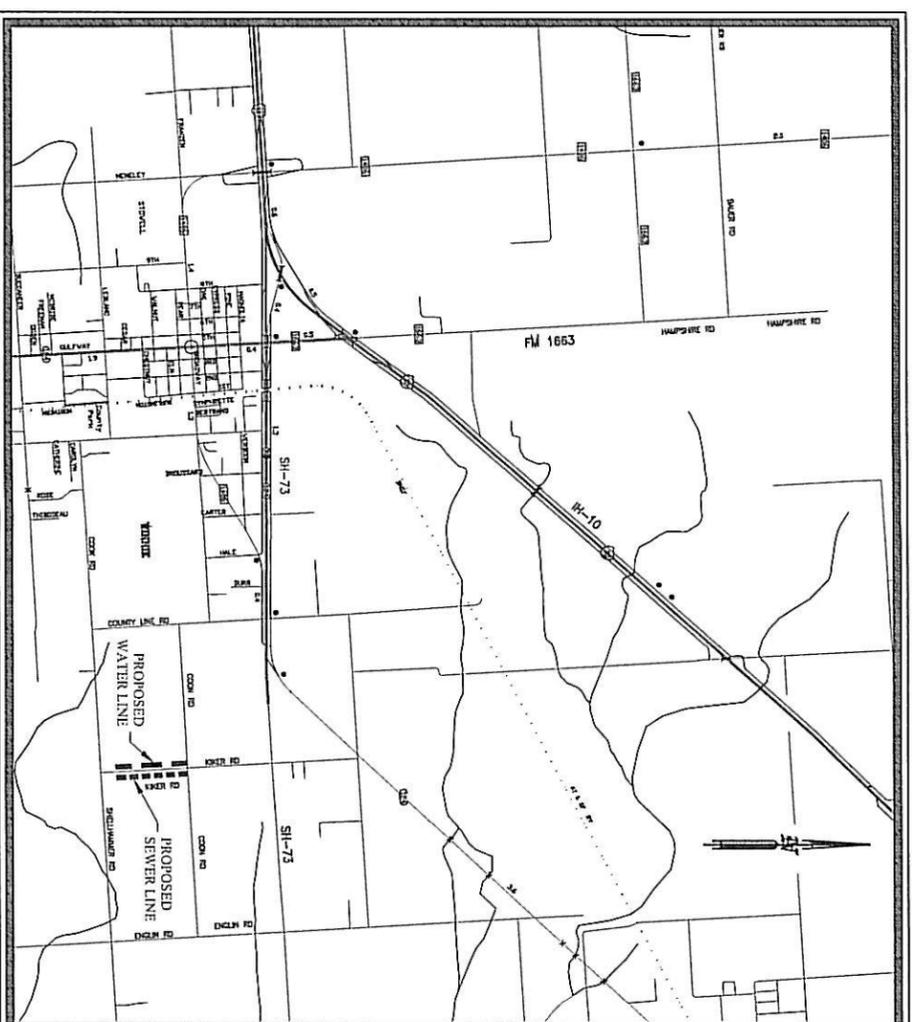
Maryella Begley, P.E.  
Jeff Leavins, P.E.  
Jeff Kyle, P.E.



# TRINITY BAY CONSERVATION DISTRICT

## KIKER ROAD WATER AND SEWER IMPROVEMENTS

TITLE	INDEX TO DRAWINGS	SHEET NO.
TITLE SHEET		1
GENERAL NOTES		2
PROPOSED PLAN SHEETS		3-4
MISCELLANEOUS DETAILS		5
TRENCH DETAILS		6



**PROJECT LOCATION**  
NTS

PREPARED BY:  
**CARROLL & BLACKMAN, INC.**  
 CONSULTING ENGINEERS  
 BEAUMONT, TEXAS  
*Texas Registered Engineering Firm F-001054*  
 JUNE 2014

### TRINITY BAY CONSERVATION DISTRICT

- BOARD OF DIRECTORS:**
- |                  |                 |
|------------------|-----------------|
| JEFFREY JENKINS  | PRESIDENT       |
| GREG TURNER      | VICE PRESIDENT  |
| DOROTHY HAMILTON | SECRETARY       |
| TOMMY GILBERT    | MEMBER          |
| MICHAEL WINZER   | MEMBER          |
| JERRY SHADDEN    | GENERAL MANAGER |

**APPROVED**  
 \_\_\_\_\_  
 CARROLL & BLACKMAN, INC.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
 JEFFREY D. LEAVINS, P.E. NO. 111537

THIS DOCUMENT IS RELEASED FOR THE  
 PURPOSE OF INTERNAL REVIEW UNDER THE  
 AUTHORITY  
 OF: JEFFREY D. LEAVINS  
 P.E.# 111537  
 DATE: 7/2/14  
 IT IS NOT TO BE USED FOR CONSTRUCTION,  
 BIDDING, OR PERMIT PURPOSES.

**GENERAL NOTES**

1. In all construction, the Contractor shall be responsible for providing all fittings and appurtenances necessary for a complete installation even if not specifically mentioned.
2. The Contractor shall verify all dimensions and existing conditions of the job site. Any variation from dimensions or details as shown on the structural drawings shall be reported to the Engineer.
3. The Contractor shall confine his operations to the indicated egressments and rights of ways. He shall keep all work sites in a neat, orderly, and safe manner during the course of the construction. All excess soil and materials shall be removed from the site immediately after the work is completed. The Contractor shall be responsible for the cost of any nuisance. Disposal of excess soils shall be in accordance with all local, state, and federal laws of the Contractor's expense. All litter and temporary trash disposal facilities shall be removed, all materials designated to be salvaged to the Owner shall be deposited in an Owner approved site, and all surface restoration, including seeding shall be completed prior to the Contract being considered complete.
4. All work areas, surfaces, and ditches disturbed by the Contractor shall be cleaned and restored to their original condition or better in the time frame established in the specifications.
5. The location of all utilities (water, telephone, cable, electrical, gas, etc.) is the responsibility of the Contractor. The utilities shown on the plans are for informational purposes only and are not intended to show the exact location of each utility. The Contractor shall be responsible for resolving any disputes with the utility Owners regarding damage to the utilities. The owner shall not be responsible for damage to existing utilities.
6. The contractor shall be responsible for the control of ground water. The contractor shall submit to the engineer his plan for keeping the ground water out of trenches and excavations. At no time shall ground water be allowed in the excavation while pouring concrete.
7. The Contractor shall be responsible for the restoration of all properly markers disturbed during construction.
8. The Contractor shall take necessary precautions to prevent large amounts of soil, rock, and other excavation materials from being washed into the ditches and drainage ways. The streets shall be kept free of dirt and mud that results from the Contractor's work. The Engineer and Owner shall have the right to require that the Contractor immediately remedy any situation which they consider detrimental to public health, safety, the environment, and any other problematic disturbances that are caused by the Contractor's work.
9. In the Road R.O.W.'s and where indicated on the plans, disturbed soil areas shall be broadcast seeded after surface restoration, in accordance with the specifications.
10. Missing restraining fences shall be used of all mechanical joint ductile iron fittings. Transition gaskets shall be used where necessary to connect to existing piping. Payment shall be subsidiary to appropriate bid items.
11. The slopes of any ditches or any surfaces that are disturbed shall be returned to their original condition or better. Any ditches that the main crosses and that are open cut shall have their slopes backfilled immediately to its original condition.
12. The Contractor shall coordinate with TDCD a minimum of 48 hours prior to making connections to any existing water lines or sewer lines.
13. Trench protection in accordance with the specifications shall be used where excavations are deeper than five (5) feet deep or if the trench is less than (5) feet deep and in a dangerous condition. The contractor shall be responsible for all shoring of open pits as required by OSHA and the specifications.
14. The contractor shall keep all work sites in a neat, orderly and safe manner during the course of the construction. All excess materials shall be disposed of on a regular basis or whenever in the opinion of the engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be the responsibility of the contractor and shall be in accordance with all local, state, and federal laws. All work areas and surfaces disturbed by the contractor shall be restored to their original condition or better.
15. The Contractor shall dispose of all materials and rubbish removed from the project site at an off site disposal area in accordance with all local, state, and federal laws.
16. The Contractor shall be responsible for removing any trees, stumps, and brush in the areas of construction and where indicated on the plans as necessary to construct the improvements in this project in accordance with all local, state, and federal laws and the scope of work. The Contractor shall dispose of all refuse at an off site facility at his own expense. Payment for clearing and disposal will be incidental to the line work.
17. The Contractor shall be responsible for keeping all state and county roads free of dirt, debris, or any other nuisance conditions caused by his activities. The Contractor shall be responsible for the repair of any damage to county or city roads resulting from his operations.

**GENERAL LINEWORK NOTES**

1. If unstable or wet soil conditions are encountered in the trench bottom, the Contractor shall cease work and stabilize the trench bottom with approved materials. The Contractor shall be responsible for the cost of such materials. Payment for trench bottom stabilizing or dewatering, regardless of the method used.
2. All underground fittings shall be ductile iron according to the specification. The Contractor shall construct thrust blocks at all bends and tees as approved by the Engineer. See thrust block details.
3. All proposed underground mains shall have a minimum cover as shown in the plans and details, including ditch crossings and bents.
4. The Contractor shall maintain adequate drainage throughout the limits of the project during all construction phases.
5. All drainage structures shall be cleaned and outlet channels unobstructed on a daily basis.
6. All existing signs and sign posts within the limits of construction are to be removed during construction and replaced upon completion to prevent damage. Any signs or posts damaged by the Contractor shall be replaced at his entire expense. There will be no direct expense for this work, but it shall be considered subsidiary to the various bid items of the contract.
7. Valve markers shall be placed at all valves. Payment shall be incidental to appropriate bid items.
8. If an open pit is to be left unbackfilled overnight, all open pipes in the pit shall be plugged. Open pits shall be backfilled and roped off and warning signs shall be placed directing pedestrian traffic around the pit. If an open pit is left overnight in the roadway, lighted signs shall be used in accordance with the "Manual on Uniform Traffic Control Devices" as adopted by TxDOT. No driveway or intersection shall be left blocked overnight by the Contractor's operations. The Contractor shall be responsible for all maintenance of the roadway and appurtenances within the barricades for the duration of the project.
9. The Contractor shall follow the alignments as shown on the plans. Deviations shall only be allowed in order to avoid existing facilities and then only with the approval of the Engineer. All deviations from the plan sheets shall be shown on the "As Built" plans.
10. Driveway widths shown on the plans are approximate. Payment for specified backfill in driveways or parking areas shall be incidental to line work.
11. The Contractor shall install a detectable warning tape for the location of PVC lines. Warning tape shall be installed not more than 12" above the pipe. The detectable tape shall conform to the specification.
12. The Owner shall supply water for the testing and sterilization of the water lines. If the line fails and a reset or additional sterilization is necessary the Contractor will pay the Owner for water to refill the line the second time.
13. If applicable, the Contractor shall submit his proposed method of connection for HDPE pipe to PVC pipe to the Engineer for approval.
14. All PVC water line pipe shall be C-900 class 150.
16. All signage and safety markings for construction purposes shall be in accordance with TxDOT's "Manual on Uniform Traffic Control Devices".

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 P.E.# 111537  
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No.	Revisions	By	Checked	Date

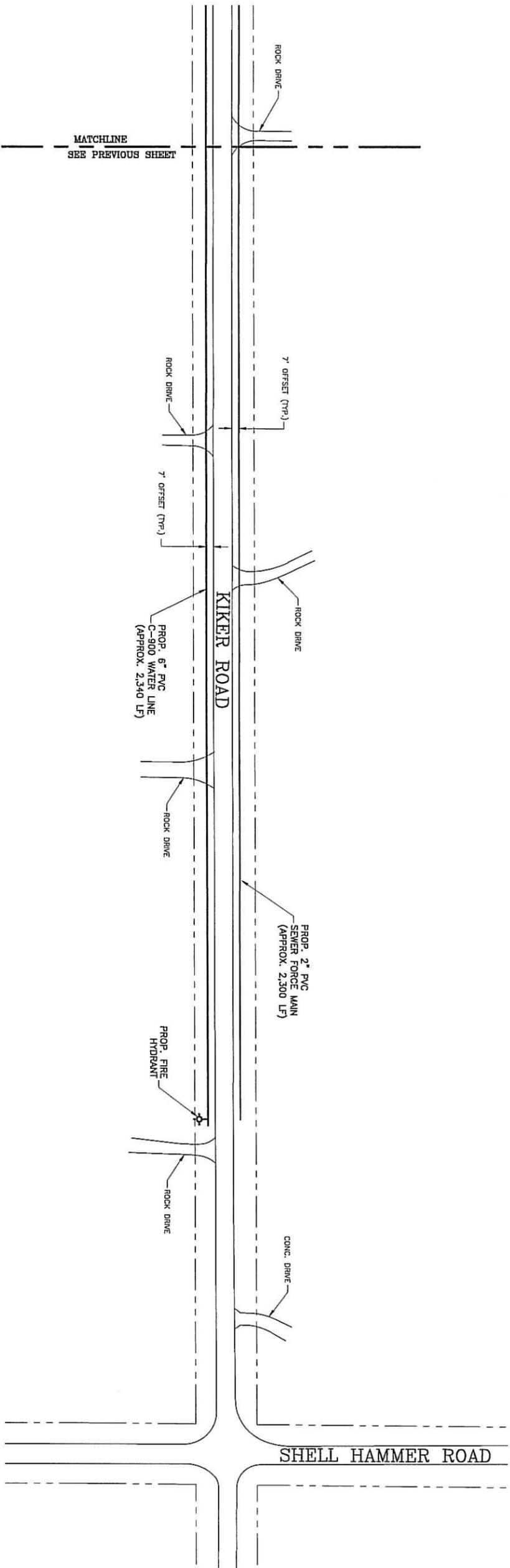
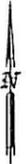
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 Consulting Engineers & Surveyors  
 3120 Fannin Street  
 Beaumont, Texas 77701  
 (409) 833-3363

TRINITY BAY CONSERVATION DISTRICT  
 KIKER ROAD WATER & SEWER IMPROVEMENTS  
 GENERAL NOTES

Action	Name	Date
Design	JDL	6/14
Drawn	JBS	6/14
Checked	JDL	6/14
Approved	JDL	6/14
Scale	AS SHOWN	
Sheet	2	of 6



SCALE: 1"=50'



Date: 6/14  
 File Name:   
 File Drawer No.: 6442-17

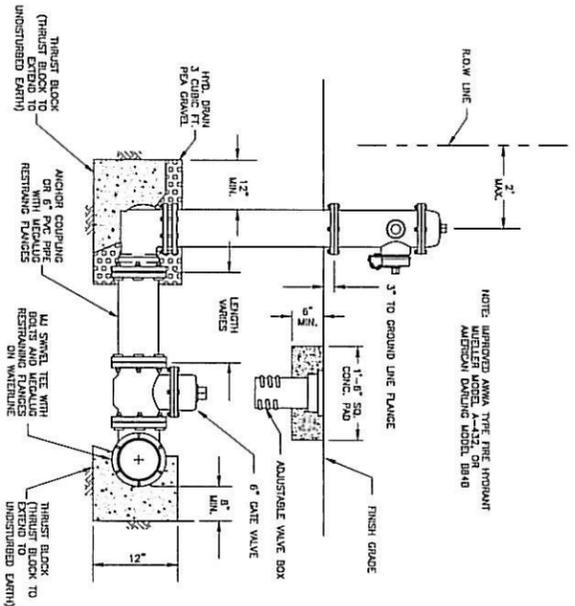
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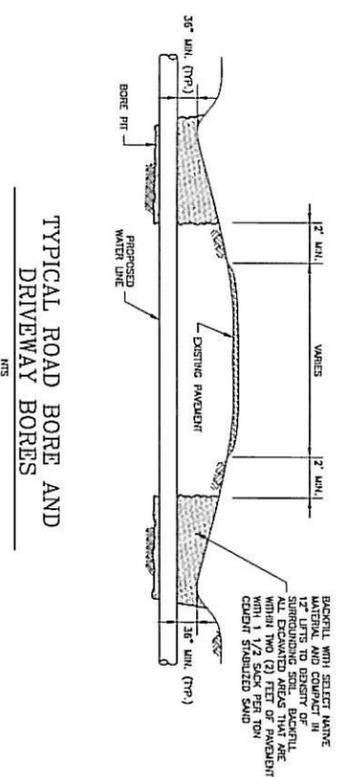
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TRINITY BAY CONSERVATION DISTRICT  
 KIKER ROAD WATER & SEWER IMPROVEMENTS  
 PROPOSED WATER LINE  
 PLAN SHEET

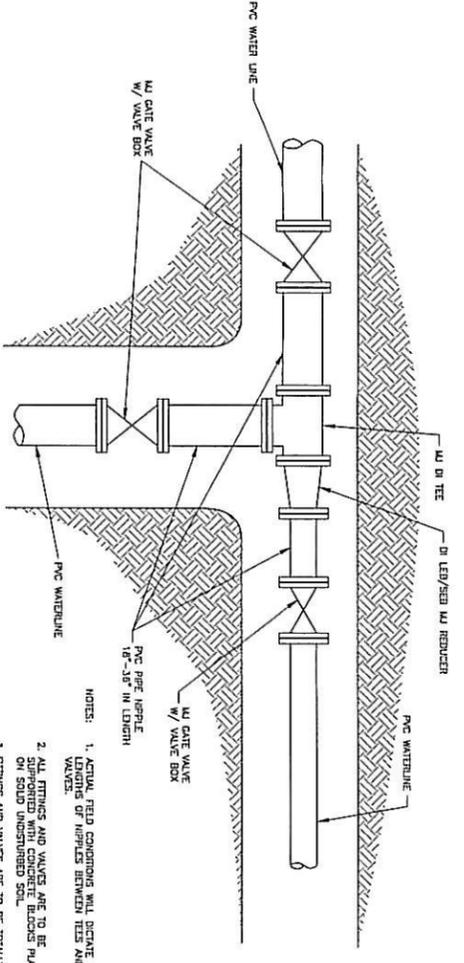
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Design	JDL	6/14
Drawn	JSE	6/14
Checked	JDL	6/14
Approved	JDL	6/14
Scale	AS SHOWN	
Sheet	4	OF 6



TYPICAL FIRE HYDRANT INSTALLATION

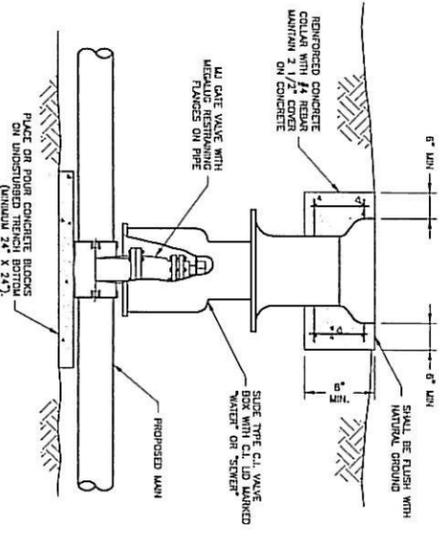


TYPICAL ROAD BORE AND DRIVEWAY BORES



TYPICAL VALVE ARRANGEMENT

- NOTES:
1. ACTUAL FIELD CONDITIONS WILL DICTATE VALVES.
  2. ALL FITTINGS AND VALVES ARE TO BE SUPPORTED WITH CONCRETE BLOCKS PLACED ON SOLID UNDISTURBED SOIL.
  3. FITTINGS AND VALVES ARE TO BE TOTALLY ENCASED IN POLYMOX.
  4. ALL WELDS AND BOLTS USED UNDERGROUND SHALL BE STAINLESS STEEL.
  5. WHEN BACKFILLING THE TRENCH WITH STABILIZED SAND, SUPPORT SPACE ON THE BACK SIDE OF VALVE SHALL BE MAINTAINED AS CALLED FOR IN THE THURST BLOCCING DETAIL.
  6. IF A CONCRETE REDUCER FOR THE EXISTING PIPE SIZE IS NOT AVAILABLE THE SMALLEST AVAILABLE REDUCER SHALL BE USED. ALL CONNECTIONS SHALL BE USED. ALL CONNECTIONS SHALL BE STAINLESS STEEL. ALL CONNECTIONS SHALL BE APPROVED BY THE ENGINEER PRIOR APPROVAL OF THE ENGINEER.



TYPICAL GATE VALVE

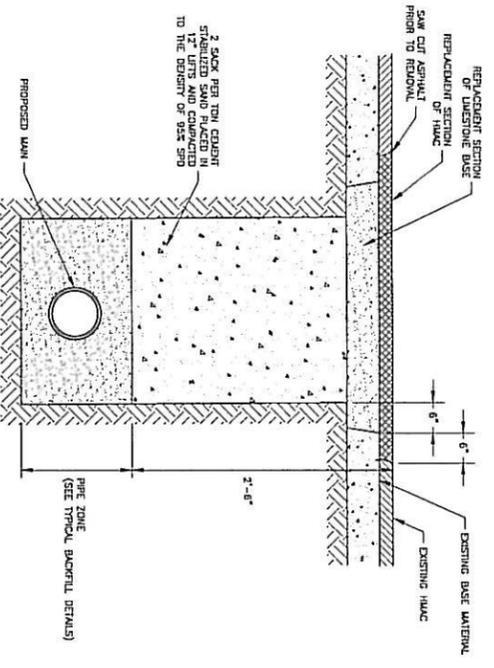
Date: 6/14  
File Name: OF: JEFFREY D. LEWINS  
P.E.# 111537  
Date: 7/2/14  
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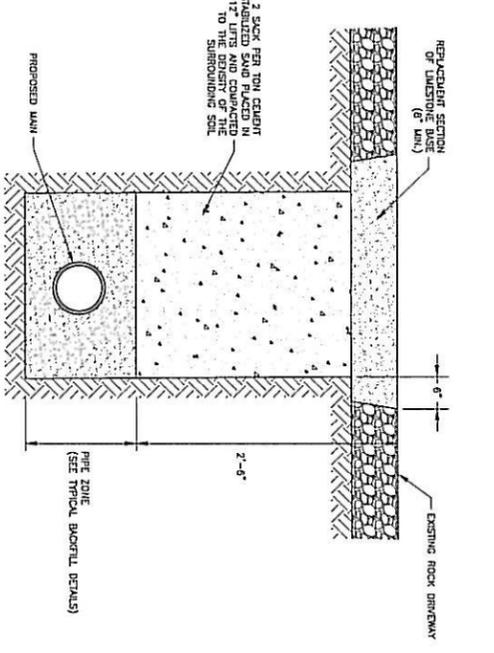
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TRINITY BAY CONSERVATION DISTRICT  
KIKER ROAD WATER & SEWER IMPROVEMENTS  
MISCELLANEOUS DETAILS

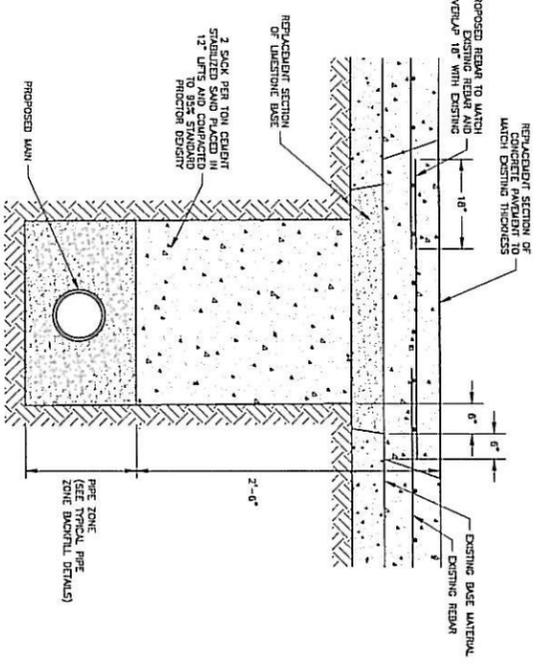
Action	Name	Date
Design	JDL	6/14
Drawn	JDL	6/14
Checked	JDL	6/14
Approved	JDL	6/14
Scale	AS SHOWN	
Sheet	5	of 6



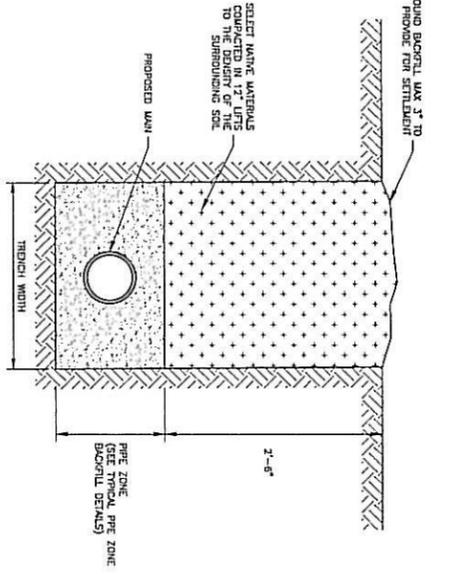
TYPICAL SURFACE RESTORATION  
IN ASPHALT PAVEMENT



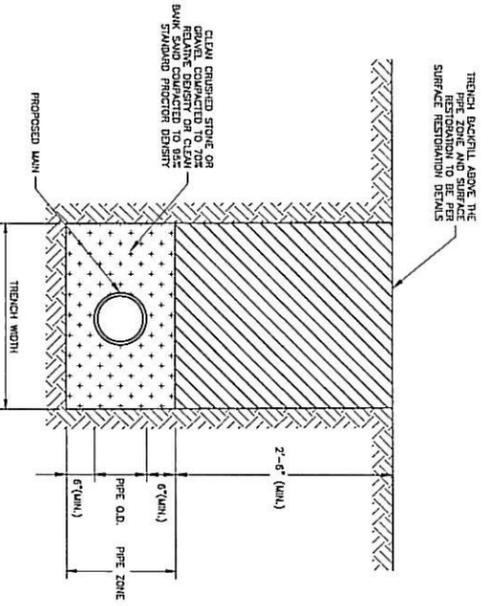
TYPICAL SURFACE RESTORATION  
IN ROCK DRIVEWAY



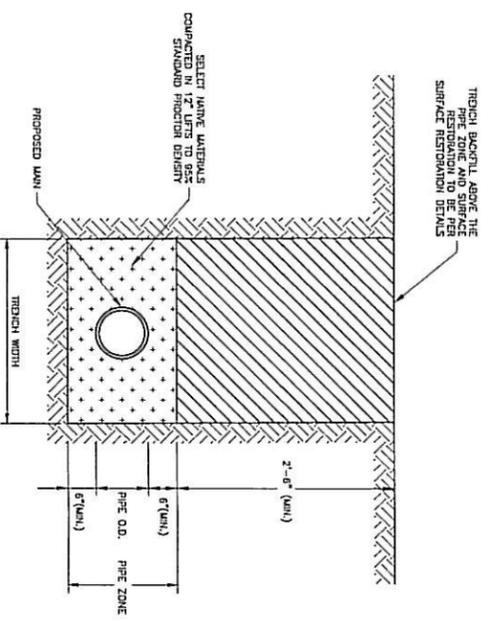
TYPICAL SURFACE RESTORATION  
IN CONCRETE PAVEMENT



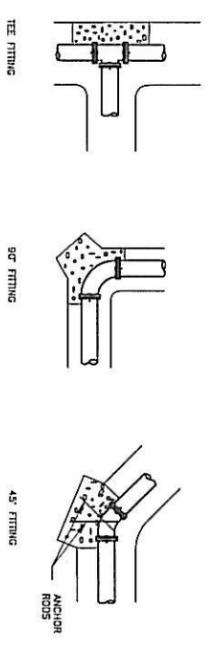
TYPICAL SURFACE RESTORATION  
OUTSIDE OF PAVEMENT



TYPICAL PIPE ZONE BACKFILL  
FOR MAINS INSIDE OF PAVEMENT



TYPICAL PIPE ZONE BACKFILL  
FOR MAINS OUTSIDE OF PAVEMENT



FITTING	PIPE SIZE (IN)	BEARING SURFACE (IN)	SIZE
90° BEND	6 & 8	0.8	3' x 3'
45° BEND	6 & 8	5.1	2.3' x 2.3'
22.5° BEND	6 & 8	2.6	1.8' x 1.8'
TEE, VALVE, OR FLANG	6 & 8	6.7	2.6' x 2.6'

- Areas shown are based on a soil bearing value of 1500 pcf and a pipe thrust with 200 psi test pressure.
- The Contractor shall be responsible for verifying the soil bearing value for the soil encountered.
- Thrust blocks shall be cast against undisturbed soil using 2500 psi concrete.
- Joints shall not be encased in concrete.
- All anchor rods, mechanical joint nuts and bolts, and restraining flange nuts and bolts shall be coated with coal tar epoxy.
- Underground pipe joints in conjunction with concrete thrust blocking shall be used where available. If not available, standard thrust blocking methods. Such designs shall be of no record cost for award.

TYPICAL THRUST BLOCKING

Date: 6/14  
 File Name:   
 File Number: 6442-17

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TRINITY BAY CONSERVATION DISTRICT  
 KIKER ROAD WATER & SEWER IMPROVEMENTS  
 TRENCH DETAILS

Action	Name	Date
Design	JDL	6/14
Drawn	JNS	6/14
Checked	JDL	6/14
Approved	JDL	6/14
Scale	AS SHOWN	
Sheet	0	07

**Regular, July 14, 2014**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, July 14, 2014