

SPECIAL, 8/18/2014 1:30:00 PM

BE IT REMEMBERED that on August 18, 2014, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

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

Notice of Meeting and Agenda and Minutes
August 18, 2014

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
August 18, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **18th** day of **August 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

*Notice of Meeting and Agenda and Minutes
August 18, 2014*

PURCHASING:

1. Approve specifications for Request for Qualifications (RFQ 14-037/KJS) Engineering Services- Community Development Block Grant Program Cheek Phase IV.

SEE ATTACHMENTS ON PAGES 9 - 9

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve, execute, receive and file Contract (IFB 14-018/KJS) Jefferson County New Health Clinic- (TDRA- Round I Disaster Project Now Funded by GLO) with N&T Construction in the amount of \$1,955,000.00 and 300 Calendar Days.

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:

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

114-0402-431-3001	ASPHALT	\$12,000.00	
114-0402-431-3080	COVER STONE	\$19,700.00	
114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$3,000.00	
114-0405-431-3034	DIESEL FUEL	\$7,000.00	
114-0401-431-1002	ASSISTANTS & CLERKS		\$9,000.00
114-0402-431-1009	FOREMAN		\$3,000.00
114-0402-431-1028	LABORERS		\$19,700.00
114-0402-431-2001	F.I.C.A. EXPENSE		\$3,000.00
114-0402-431-2002	EMPLOYEES' RETIREMENT		\$5,000.00
114-0402-431-2003	EMPLOYEES' INSURANCE		\$2,000.00

*Notice of Meeting and Agenda and Minutes
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SEE ATTACHMENTS ON PAGES 10 - 10

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

4. Consider and approve budget transfer - General Services - additional cost for termination allowance.

120-1024-419-1099	TERMINATION ALLOWANCE	\$75,000.00	
120-1024-419-2001	F.I.C.A. EXPENSE	\$6,000.00	
120-1024-419-2002	EMPLOYEES' RETIREMENT	\$14,000.00	
120-1024-419-5040	LIABILITY INSURANCE		\$95,000.00

SEE ATTACHMENTS ON PAGES 11 - 11

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

5. Consider and approve budget transfer - Juvenile Detention - additional cost for repairs.

120-3064-424-4009	BUILDINGS AND GROUNDS	\$10,000.00	
120-3064-424-1002	ASSISTANTS & CLERKS		\$10,000.00

SEE ATTACHMENTS ON PAGES 12 - 12

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

6. Consider and approve utilizing 2013-14 Ford Park Capital project allocation in the amount of \$28,500 to replace/repair seating, Kitchen equipment, HVAC and ice machines at the pavilion.

SEE ATTACHMENTS ON PAGES 13 - 13

**Motion by: Commissioner Sinegal
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
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7. Consider and approve utilizing available capital project funds to purchase property from Ed Kestler in the amount of \$6,000 for the Port Arthur Health and Welfare Clinic parking lot. Transaction will involve a restriction/covenant that parking at the Port Arthur Health Clinic parking lot will be closed during the hours of operation of Mardi Gras of Southeast Texas.

SEE ATTACHMENTS ON PAGES 14 - 14

Action: TABLED

8. Regular County Bills - check #397161 through check #397448.

SEE ATTACHMENTS ON PAGES 15 - 24

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY COMMISSIONERS:

9. Consider and possibly approve receive and file GLO Contract No.14-381-000-8671, Memorandum of Agreement Jefferson County Precinct #1.

SEE ATTACHMENTS ON PAGES 25 - 27

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

10. Consider, possibly approve and adopt the Jefferson County 2014 Amended Uniform Abatement Policy.

SEE ATTACHMENTS ON PAGES 28 - 43

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
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11. Consider, possibly approve, authorize the County Judge to execute and receive and file an Amended Tax Abatement Agreement for property located in the Oiltanking Beaumont Partners reinvestment zone. (This relates to staffing requirements.)

SEE ATTACHMENTS ON PAGES 44 - 45

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

12. Consider and possibly approve Hotel Occupancy Tax emergency grant allocation recommendation for Ford Park in the amount of \$35,914.00 from the Jefferson County Tourism Committee.

SEE ATTACHMENTS ON PAGES 46 - 46

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

13. Authorize the County Judge to execute, receive, and file a SAVNS Maintenance Grant Contract between the County and the Texas Attorney General (OAG Contract No. 1555028).

SEE ATTACHMENTS ON PAGES 47 - 64

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

COUNTY TREASURER:

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

SEE ATTACHMENTS ON PAGES 65 - 67

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

ENGINEERING:

15. Execute, receive and file Pipeline Permit 08-P-14 to Delco Oiteb Operating for a salt water pipeline crossing Steinhagen and Labelle Roads. This project is located in Precinct No. 4.

SEE ATTACHMENTS ON PAGES 68 - 78

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

HISTORICAL COMMISSION:

16. Consider, possibly approve and authorize the Historical Commission Coordinator to receive memorial donations in Honor of two Historical Commission members. This money will be used to purchase books for the JCHC Library.

SEE ATTACHMENTS ON PAGES 79 - 79

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

Other Business:

SET NEXT MEETING DATE, MONDAY SEPTEMBER 1, 2014 IS A COUNTY HOLIDAY (LABOR DAY)

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

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

*Notice of Meeting and Agenda and Minutes
August 18, 2014*

**Jeff R. Branick
County Judge**



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

Request for Qualifications August 18, 2014

Dear Vendors:

The County of Jefferson, Texas has received funding for a Texas Community Development Block Grant from Texas Department of Agriculture for sewer improvements. Qualified firms or individuals are invited to submit a statement of qualifications in accordance with the attached document, (RFQ 14-037/KJS), Engineering Services Community Development Block Grant Program Phase IV. Jefferson County is requesting statements of qualifications from qualified firms that are registered to practice in the State of Texas to carry out the approved activities.

All interested individuals and firms shall obtain a "Request for Qualifications" packet from the Jefferson County Purchasing web site at www.co.jefferson.tx.us.

All responses shall be submitted with an original and three (3) hard copies, to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 a.m., September 4, 2014. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below.

All responses shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

Request NAME:	Engineering Services Community Development Block Grant Program Phase IV
Request NO:	RFQ 14-037/KJS
DUE DATE/TIME:	11:00 AM, September 4, 2014
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Karen J. Stewart, MBA Assistant Purchasing Agent, at 409-835-8593.

Sincerely,

Deborah L. Clark
County Purchasing Agent

Publish: Beaumont Enterprise and Port Arthur News –August 20th & August 27th



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

MARIO WATKINS
 Executive Assistant

KENNETH MINKINS
 Superintendent
 Precinct 4 – Service Center

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Pct #4

Date: August 11, 2014

RE: Transfer Funds

Please transfer **\$9,000** from account # 114-0401-431.10-02 (Assistants & Clerks) to account # 114-0402-431.30-01 (Asphalt); and

Please transfer **\$3,000** from account # 114-0402-431.10-09 (Foreman) to account # 114-0402-431.30-01 (Asphalt); and

Please transfer **\$19,700** from account # 114-0402-431.10-28 (Laborers) to account # 114-0402-431.30-80 (Cover Stone) for additional cost of road materials; and

Please transfer **\$3,000** from account # 114-0402-431.20-01 (FICA Expense) to account # 114-0405-431.40-08 (Automobiles & Trucks) for additional cost of equipment repairs; and

Please transfer **\$5,000** from account # 114-0402-431.20-02 (Employees Retirement) to account # 114-0405-431.30-34 (Diesel); and

Please transfer **\$2,000** from account # 114-0402-431.20-03 (Employees Insurance) to account # 114-0405-431.30-34 (Diesel) for additional cost of fuel.

Thank you.

EA/nr

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: AUGUST 14, 2014

The following budget transfer is necessary for General Services for additional cost for Termination Allowance. Please call if you have any questions.

120-1024-419-1099	Termination Allowance	\$75,000
120-1024-419-2001	FICA	\$6,000
120-1024-419-2002	Employees Retirement	\$14,000
120-1024-419-5040	Liability Insurance	\$95,000

Fran Lee

From: Ed Cockrell <ecockrell@co.jefferson.tx.us>
Sent: Thursday, August 14, 2014 10:32 AM
To: 'Fran Lee'
Subject: Budget Transfer

Fran,
As per our conversation, I am requesting the following budget transfer from line item 120-3064:

From: 120-3064-424.10-02	Assistance and Clerks	\$10,000
To: 120-3064-424.40-09	Buildings and Grounds	\$10,000

This request is for additional cost for repairs.

Thanks

Ed Cockrell
Chief Juvenile Probation Officer
Jefferson County Juvenile Probation Department
5326 Hwy 69 South
Beaumont, Texas 77705
PH: 409-722-7474
Fax: 409-726-2896

- Replace 143 broken/missing chairs (shipping, parts & labor): \$16,000
- Cleaning of concessions and restrooms, pressure wash covered seating area, stage house, loading dock, debris removal from drains, etc: \$2400
- Painting/touch up (stage house, deck, artist compound): \$1500
- Replace 5 burned out/faulty stage house lights (incl lift): \$2500
- Ceiling tile replacement in artist compound: \$200
- Toilet/urinal/sink repairs: \$500
- Repairs to water pump, walk-in coolers, ice machines, HVAC, kitchen equipment, beer/soda lines, etc: \$12,500
- Mowing, weed-eating, ant poison, etc.: \$500

Est. Total: \$36,100

Please let me know if we can make a budget transfer this year to cover this expenses.

john

John A. Hughes
 General Manager
 Texas Regional Director of Live Entertainment



✉: 5115 I-10 South | Beaumont, TX | 77705
 ☎: 409.951.5401 | 409.951.5410 fax
 📧: jhughes@fordpark.com
www.bookfordpark.com www.fordpark.com



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16,000
 12,500

 28,500

Patrick Swain

From: Jeff Branick <jbranick@co.jefferson.tx.us>
Sent: Wednesday, August 13, 2014 3:08 PM
To: 'Commissioner Alfred'; 'Eddie Arnold'; 'Commissioner Michael Sinegal'; 'Brent Weaver';
'Patrick Swain'; 'Don Rao'; 'Fred Jackson'
Cc: 'Deb Clark'; kkennedy@co.jefferson.tx.us
Subject: Port Arthur Indigent Health Clinic

Follow Up Flag: Follow up
Flag Status: Flagged

Gentlemen—As you will recall, we took over a portion of abandoned roadway (the old Shreveport Ave.) in Port Arthur and have approved plans through our GLO grant to build our indigent health facility. The plans call for the parking lot to extend entirely across the old Shreveport roadway. Unfortunately, under Texas law, when a city abandons a roadway as Port Arthur did in this instance, half of the roadway goes to each adjoining landowner. In this case, half went to Jefferson County and half to a gentleman named Ed Kestler who works for the Port Arthur News. Don and I met with Mr. Kestler down at the property several weeks ago and I tentatively offered him \$3100 for the property we need to start construction. He has now called me back and supplied comparable property sales in the area that would make the value of the property \$6000. In addition, he wants a deed restriction or other written guarantee from the county that the parking lot of the indigent health facility will be closed during Mardi Gras because both he and the Museum of the Gulf Coast make money charging people for parking during Mardi Gras.

Jeff Branick
County Judge
Jefferson County Courthouse
1149 Pearl St.
Beaumont, Texas 77701
Phone: (409)835-8466
Fax: (409)839-2311

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CURTIS 1000, INC.	5,894.00	397218	
TRI-CITY COFFEE SERVICE	66.30	397287	
			5,960.30**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	851.46	397205	
AYRES MFG. CO.	226.06	397207	
BASE SEAL	5,551.00	397209	
EASTEX FARM & HOME SUPPLY	15.18	397220	
ENTERGY	1,035.24	397232	
M&D SUPPLY	418.36	397243	
MUNRO'S	33.00	397252	
SOUTHEAST TEXAS WATER	14.00	397278	
SOUTHEAST TEXAS WATER	14.00	397279	
TRI-CON, INC.	4,484.06	397286	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	397290	
A-1 MAIDA FENCE CO.	25.00	397312	
MARTIN PRODUCT SALES LLC	27,289.02	397361	
			40,018.92**
ROAD & BRIDGE PCT.#2			
BRANCE KRACHY CO., INC.	357.77	397213	
MUNRO'S	16.20	397252	
PHILPOTT MOTORS, INC.	258.83	397262	
AT&T	89.10	397280	
COKER DOORS & MOLDING CO.	150.00	397304	
BUMPER TO BUMPER	147.02	397346	
MARTIN PRODUCT SALES LLC	1,675.39	397361	
			656.47**
ROAD & BRIDGE PCT. # 3			
APAC, INC. - TROTTI & THOMSOM	206.98	397205	
CITY OF PORT ARTHUR - WATER DEPT.	22.35	397215	
FARM & HOME SUPPLY	21.56	397224	
GULF COAST AUTOMOTIVE, INC.	265.95	397230	
MUNRO'S	34.13	397252	
SMART'S TRUCK & TRAILER, INC.	41.38	397276	
WAUKESHA-PEARCE IND., INC.	24.24	397292	
WEAVER, FALGOUT, & CARRUTH, INC.	6.11	397293	
SOUTHERN TIRE MART, LLC	135.00	397303	
WALMART COMMUNITY BRC	107.63	397316	
LOWE'S HOME CENTERS, INC.	184.99	397329	
FIRST CALL	53.28	397334	
TEXAS GAS SERVICE	148.87	397338	
WINDSTREAM	44.45	397359	
KUBOTA TRACTOR CORPORATION	97,429.83	397389	
ASCO	96.70	397421	
HAMSHIRE GULF	8.00	397442	
			98,831.45**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	4,359.04	397205	
COASTAL WELDING SUPPLY	91.50	397216	
ENTERGY	13.95	397232	
M&D SUPPLY	58.97	397243	
MUNRO'S	72.93	397252	
PARTS EXCHANGE COMPANY, INC.	185.00	397258	
AT&T	73.60	397280	
WASTE MGT. GOLDEN TRIANGLE, INC.	68.17	397290	
WAUKESHA-PEARCE IND., INC.	178.35	397292	
MARTIN PRODUCT SALES LLC	18,185.51	397361	
KNIFE RIVER	300.65	397367	
FIRETROL PROTECTION SYSTEMS, INC.	188.00	397378	
ON TIME TIRE	813.47	397409	
ASCO	1,736.44	397421	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	43.98	397434	
			26,369.56**
ENGINEERING FUND			
TRI-CITY COFFEE SERVICE	152.50	397287	
VERIZON WIRELESS	247.54	397314	
			400.04**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	2,193.81	397232	
JIFFY TROPHIES	7.50	397239	
SUNBELT RENTALS	572.36	397340	
SPRINT WASTE SERVICES LP	310.80	397435	
GENERAL FUND			3,084.47**
TAX OFFICE			
GUARDIAN FORCE	75.00	397193	
THE EXAMINER	2,601.00	397223	
OFFICE DEPOT	1,206.52	397256	
ACE IMAGEWEAR	20.69	397274	
UNITED STATES POSTAL SERVICE	1,006.56	397318	
TX DMV	3,000.00	397390	
COUNTY HUMAN RESOURCES			7,909.77*
BEAUMONT FAMILY PRACTICE ASSOC.	25.00	397210	
MOORMAN & ASSOCIATES, INC.	300.00	397251	
PINNACLE EMPLOYEE TESTING	45.00	397264	
UNITED STATES POSTAL SERVICE	20.76	397318	
AUDITOR'S OFFICE			390.76*
UNITED STATES POSTAL SERVICE	26.09	397318	
LANELL FONTENOT	23.52	397336	
COUNTY CLERK			49.61*
OFFICE DEPOT	58.24	397256	
UNITED STATES POSTAL SERVICE	386.96	397318	
INFORMATION MANAGEMENT SERVICES	2,795.00	397423	
COUNTY JUDGE			3,240.20*
FED EX	65.63	397225	
JAN GIROUARD & ASSOCIATES	400.00	397229	
DAVID J. KNIGHT	59.20	397242	
OFFICE DEPOT	117.13	397256	
UNITED STATES POSTAL SERVICE	8.55	397318	
TEMPLETON & BRINKLEY	500.00	397335	
JERRY JOHN BRAGG	500.00	397387	
RISK MANAGEMENT			1,650.51*
UNITED STATES POSTAL SERVICE	.41	397318	
COUNTY TREASURER			.41*
OFFICE DEPOT	366.60	397256	
UNITED STATES POSTAL SERVICE	230.74	397318	
LEXISNEXIS- ACCURINT	120.00	397384	
PRINTING DEPARTMENT			717.34*
OLMSTED-KIRK PAPER	1,533.47	397257	
PURCHASING DEPARTMENT			1,533.47*
BEAUMONT ENTERPRISE	1,163.02	397221	
OFFICE DEPOT	135.32	397256	
UNITED PARCEL SERVICE	21.83	397289	
UNITED STATES POSTAL SERVICE	12.67	397318	
INDEPENDENT STATIONERS	56.04	397401	
GENERAL SERVICES			1,276.80*
PHYSICIAN SALES & SERVICE, INC.	1,209.32	397263	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	397283	
INTERFACE EAP	1,697.85	397302	
LEXISNEXIS- ACCURINT	120.00	397384	
JOHN PAUL'S	104.19	397386	

NAME	AMOUNT	CHECK NO.	TOTAL
EMERGENCY POWER SERVICE	1,343.08	397407	
DYNAMEX INC	231.00	397429	7,405.44*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	531.28	397309	
SYSTEM ID	708.00	397350	
MOTION COMPUTING	15.94	397362	
PCM-G	525.60	397379	
LEXISNEXIS- ACCURINT	240.00	397384	2,020.82*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	76.59	397318	76.59*
ELECTIONS DEPARTMENT			
OFFICE DEPOT	205.49	397256	
U-HAUL	257.86	397288	
XEROX CORPORATION	3,472.54	397300	
VERIZON WIRELESS	1,337.46	397314	
UNITED STATES POSTAL SERVICE	22.59	397318	
SIERRA SPRING WATER CO. - BT	25.08	397320	5,321.02*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	250.65	397318	
CHILD ABUSE & FORENSIC SERVICES	125.00	397325	
MCM ELEGANTE HOTEL	136.85	397351	
LEXISNEXIS- ACCURINT	480.00	397384	
SCANSTAT TECHNOLOGIES	52.36	397395	
KATHLEEN KENNEDY-LAMBERT	896.98	397440	
STATE BAR OF TEXAS	595.00	397445	2,536.84*
DISTRICT CLERK			
OFFICE DEPOT	530.38	397256	
UNITED STATES POSTAL SERVICE	100.78	397318	
COASTAL BUSINESS FORMS	3,910.50	397422	4,541.66*
CRIMINAL DISTRICT COURT			
TRAVIS EVANS	900.00	397222	
JIMMY D. HAMM	800.00	397233	
UNITED STATES POSTAL SERVICE	7.31	397318	
JAMES R. MAKIN, P.C.	225.00	397400	
C. HADEN CRIBBS JR., PC	1,554.35	397406	3,486.66*
58TH DISTRICT COURT			
LEXIS-NEXIS	112.00	397319	112.00*
60TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,454.17	397238	
UNITED STATES POSTAL SERVICE	29.41	397318	1,483.58*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.22	397318	1.22*
172ND DISTRICT COURT			
LEXIS-NEXIS	51.00	397319	51.00*
252ND DISTRICT COURT			
WILBARGER COUNTY, TEXAS - COUNTY	1,410.00	397192	
GAYLYN COOPER	800.00	397195	
DAVID GROVE	800.00	397197	
LEAH HAYES	1,212.50	397234	
JOHN E. MACEY	900.00	397244	
BRUCE N. SMITH	2,100.00	397277	

NAME	AMOUNT	CHECK NO.	TOTAL
BRACK JONES JR.	1,316.68	397305	
RONALD E. LANIER	800.00	397307	
KEVIN S. LAINE	1,768.75	397308	
CHARLES ROJAS	800.00	397311	
JOHN D WEST	1,400.00	397313	
UNITED STATES POSTAL SERVICE	260.94	397318	
LEXIS-NEXIS	51.00	397319	
ANTOINE FREEMAN	900.00	397371	
RYAN GERTZ	800.00	397388	
JAMES R. MAKIN, P.C.	2,318.67	397400	
DOMINIQUE ROSS NWAJEI	800.00	397438	
SAMUEL & SON LAW FIRM PLLC	3,300.00	397446	
279TH DISTRICT COURT			21,738.54*
PHILLIP DOWDEN	150.00	397204	
ANITA F. PROVO	75.00	397266	
LEXIS-NEXIS	51.00	397319	
JOEL WEBB VAZQUEZ	75.00	397345	
KIMBERLY PHELAN, P.C.	225.00	397355	
REALTIME REPORTING SERVICES INC.	126.60	397399	
MATUSKA LAW FIRM	150.00	397437	
317TH DISTRICT COURT			852.60*
UNITED STATES POSTAL SERVICE	7.20	397318	
LEXIS-NEXIS	51.00	397319	
JUDY PAASCH	2,233.33	397347	
JUSTICE COURT-PCT 1 PL 1			2,291.53*
UNITED STATES POSTAL SERVICE	22.48	397318	
LEXISNEXIS- ACCURINT	120.00	397384	
JUSTICE COURT-PCT 1 PL 2			142.48*
LEXISNEXIS- ACCURINT	120.00	397384	
JUSTICE COURT-PCT 2			120.00*
LEXISNEXIS- ACCURINT	120.00	397384	
JUSTICE COURT-PCT 4			120.00*
AT&T	73.60	397280	
LEXISNEXIS- ACCURINT	120.00	397384	
INDEPENDENT STATIONERS	135.79	397401	
JUSTICE COURT-PCT 6			329.39*
OFFICE DEPOT	39.89	397256	
UNITED STATES POSTAL SERVICE	39.73	397318	
LEXISNEXIS- ACCURINT	120.00	397384	
JUSTICE COURT-PCT 7			199.62*
OFFICE DEPOT	365.90	397256	
ACADIAN HARDWOODS, BEAUMONT	882.11	397333	
LEXISNEXIS- ACCURINT	120.00	397384	
JUSTICE OF PEACE PCT. 8			1,368.01*
CASH ADVANCE ACCOUNT	816.01	397238	
MANNINGS SCHOOL SUPPLY	19.95	397245	
TOM GILLAM, III	765.40	397343	
LEXISNEXIS- ACCURINT	120.00	397384	
COUNTY COURT AT LAW NO.1			1,721.36*
LEXIS-NEXIS	45.00	397319	
COUNTY COURT AT LAW NO. 2			45.00*

NAME	AMOUNT	CHECK NO.	TOTAL
DONALD BOUDREAUX	250.00	397212	
MARVA PROVO	250.00	397265	
KEVIN PAULA SEKALY PC	300.00	397273	
UNITED STATES POSTAL SERVICE	22.88	397318	
LEXISNEXIS- ACCURINT	60.00	397384	
MATUSKA LAW FIRM	250.00	397437	
COUNTY COURT AT LAW NO. 3			1,132.88*
MARVA PROVO	250.00	397265	
KEVIN PAULA SEKALY PC	250.00	397273	
UNITED STATES POSTAL SERVICE	27.61	397318	
CAROLYN WIEDENFELD	250.00	397331	
LEXISNEXIS- ACCURINT	60.00	397384	
RYAN GERTZ	300.00	397388	
SAMUEL & SON LAW FIRM PLLC	500.00	397446	
COURT MASTER			1,637.61*
JUDGE LARRY GIST	3,761.88	397228	
UNITED STATES POSTAL SERVICE	1.62	397318	
LEXIS-NEXIS	51.00	397319	
MEDIATION CENTER			3,814.50*
MARKET BASKET	216.34	397246	
SOUTHEAST TEXAS WATER	36.75	397278	
TRI-CITY COFFEE SERVICE	26.85	397287	
UNITED STATES POSTAL SERVICE	10.96	397318	
KARA HAWTHORN	177.54	397402	
SHERIFF'S DEPARTMENT			468.44*
TRUCKVAULT, INC.	1,754.00	397206	
SCANTRON CORPORATION	579.00	397271	
AT&T	119.00	397280	
WALMART COMMUNITY BRC	13.14	397316	
UNITED STATES POSTAL SERVICE	1,517.32	397318	
ALPHA CARD SYSTEMS	1,856.00	397354	
POLICE TRAK SYSTEMS	450.00	397394	
JAIL - NO. 2			6,288.46*
HILO / O'REILLY AUTO PARTS	54.79	397191	
JONES-ZYLON CO.	429.45	397198	
JOHNSTONE SUPPLY	29.91	397199	
KIMCO SERVICES, INC.	866.40	397202	
BOB BARKER CO., INC.	855.90	397208	
CITY OF BEAUMONT - WATER DEPT.	16.00	397214	
HERNANDEZ OFFICE SUPPLY, INC.	2,833.30	397235	
JOHNSON SUPPLY	183.92	397240	
M&D SUPPLY	51.10	397243	
MOORE SUPPLY, INC.	81.28	397250	
PETTY CASH - SHERIFF'S OFFICE	684.78	397260	
RITTER @ HOME	84.99	397268	
SANITARY SUPPLY, INC.	3,106.97	397270	
SCOTT EQUIPMENT, INC.	294.95	397272	
SHERWIN-WILLIAMS	179.04	397275	
AT&T	1,351.28	397280	
WASTE MGT. GOLDEN TRIANGLE, INC.	130.50	397290	
WHOLESALE ELECTRIC SUPPLY CO.	212.02	397297	
WILLBANKS & ASSOCIATES	83.05	397298	
TEXAS GAS SERVICE	448.14	397338	
FIRETROL PROTECTION SYSTEMS, INC.	152.00	397378	
FIVE STAR CORRECTIONAL SERVICE	18,619.99	397392	
DRAGONFLY INTERPRETING SERVICES	440.00	397413	
SUMMIT ELECTRIC SUPPLY	290.00	397418	
CONMED INC	264,160.00	397420	
JUVENILE PROBATION DEPT.			295,639.76*
J WALTER BORDAGES JR PHD	345.00	397211	
US FLAG & FLAGPOLE SUPPLY	210.00	397301	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	14.96	397318	
LATRICIA COLEMAN	176.40	397332	
LYNN BIERHALTER	18.48	397358	
LATONYA DOUCET	101.92	397374	
WILBERT PIERRE	67.76	397410	
			934.52*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	277.25	397203	
WASTE MGT. GOLDEN TRIANGLE, INC.	430.21	397290	
JOHN C. WHITE, D.D.S.	150.00	397296	
OAK FARM DAIRY	308.40	397306	
FLOWERS FOODS	109.69	397344	
			1,275.55*
CONSTABLE PCT 1			
OFFICE DEPOT	84.58	397256	
UNITED STATES POSTAL SERVICE	119.86	397318	
LEXISNEXIS- ACCURINT	120.00	397384	
OPTICSPLANET INC	9,239.15	397385	
ANGELINA COLLEGE	25.00	397444	
			9,588.59*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	120.00	397384	
			120.00*
CONSTABLE-PCT 4			
AT&T	36.80	397280	
LEXISNEXIS- ACCURINT	120.00	397384	
			156.80*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	7.31	397318	
LEXISNEXIS- ACCURINT	120.00	397384	
			127.31*
CONSTABLE PCT. 7			
LEXISNEXIS- ACCURINT	120.00	397384	
			120.00*
CONSTABLE PCT. 8			
LEXISNEXIS- ACCURINT	120.00	397384	
10-8 VIDEO DIGITAL EVIDENCE SOLUTIO	1,395.00	397433	
			1,515.00*
COUNTY MORGUE			
A1 FILTER SERVICE COMPANY	23.60	397405	
FMMS HOLDINGS OF TEXAS LLC	52,800.00	397408	
			52,823.60*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	263.20	397194	
OFFICE DEPOT	162.76	397256	
UNITED STATES POSTAL SERVICE	21.92	397318	
			447.88*
HEALTH AND WELFARE NO. 1			
PETTY CASH - N C WELFARE	90.44	397261	
PHYSICIAN SALES & SERVICE, INC.	1,275.30	397263	
UNITED STATES POSTAL SERVICE	68.07	397318	
LEXISNEXIS- ACCURINT	120.00	397384	
ESSLINE KNOX	22.40	397398	
NOVARTIS VACCINES AND DIAGNOSTICS	146.42	397415	
HEB FOOD DRUG	45.00	397419	
			1,767.63*
HEALTH AND WELFARE NO. 2			
O.W. COLLINS APARTMENTS	117.63	397217	
GABRIEL FUNERAL HOME, INC.	1,500.00	397227	
MOODY-HARRIS FUNERAL HOME	1,500.00	397249	
PHYSICIAN SALES & SERVICE, INC.	1,275.30	397263	
LEXISNEXIS- ACCURINT	120.00	397384	

NAME	AMOUNT	CHECK NO.	TOTAL
MARTHA MILLER	187.60	397397	4,700.53*
NURSE PRACTITIONER			
PHYSICIAN SALES & SERVICE, INC.	9,823.80	397263	9,835.80*
SIERRA SPRING WATER CO. - BT	12.00	397321	
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	463.35	397324	3,509.56*
J.C. PENNEY'S	2,522.30	397326	
SEARS COMMERICAL CREDIT	373.91	397327	
K-MART #7912	150.00	397330	
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	243.07	397256	667.47*
PHYSICIAN SALES & SERVICE, INC.	13.40	397263	
TEXAS ENVIRONMENTAL HEALTH ASSN.	300.00	397285	
TEXAS COMMISSION ON ENVIRONMENTAL	111.00	397339	
INDIGENT MEDICAL SERVICES			
OFFICE DEPOT	397.26	397256	4,291.16*
WALMART COMMUNITY BRC	75.00	397316	
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	397372	
CARDINAL HEALTH 110 INC	45.90	397426	
MAINTENANCE-BEAUMONT			
M&D SUPPLY	51.41	397243	8,616.62*
NEWTON'S TOOL & HARDWARE, INC.	19.50	397253	
SANITARY SUPPLY, INC.	3,186.03	397270	
ACE IMAGEWEAR	336.71	397274	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,730.84	397290	
WHOLESALE ELECTRIC SUPPLY CO.	58.92	397297	
WORTH HYDROCHEM	250.00	397299	
OTIS ELEVATOR COMPANY	476.00	397342	
UNITED RENTALS	1,525.21	397349	
FIRETROL PROTECTION SYSTEMS, INC.	982.00	397378	
MAINTENANCE-PORT ARTHUR			
A&B OUTDOOR EQUIPMENT	130.75	397190	
ENTERGY	6,735.77	397232	
SOLAR	57.32	397323	
PARKER LUMBER	76.32	397393	
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	27.91	397274	103.04*
W. JEFFERSON COUNTY M.W.D.	25.13	397294	
COKER DOORS & MOLDING CO.	50.00	397304	
SERVICE CENTER			
ACTION AUTO GLASS	457.12	397196	34,412.74
J.K. CHEVROLET CO.	243.80	397236	
KINSEL FORD, INC.	1,345.05	397241	
MEINEKE	85.00	397248	
NOACK LOCKSMITH	15.00	397254	
RALPH'S INDUSTRIAL ELECTRONICS	8.04	397269	
AT&T	59.40	397280	
PETROLEUM TRADERS CORPORATION	22,155.86	397315	
VOYAGER FLEET SYSTEM, INC.	34,412.74	397341	
BUMPER TO BUMPER	214.00	397346	
K.A.P.E. ENTERPRISES	269.65	397353	
AIRPORT GULF TOWING LLC	95.00	397356	
ROBERT'S TEXACO XPRESS LUBE	290.00	397375	
AMERICAN TIRE DISTRIBUTORS	4,830.90	397376	
LIBERTY TIRE RECYCLING LLC	86.10	397380	
UNIFIRST HOLDINGS INC	22.23	397381	
MIGHTY OF SOUTHEAST TEXAS	43.25	397404	

NAME	AMOUNT	CHECK NO.	TOTAL
SILSBEE FORD INC	945.63	397430	65,578.77*
VETERANS SERVICE			
HILARY GUEST	242.40	397337	242.40*
MOSQUITO CONTROL FUND			555,138.27**
GREYHOUND PACKAGE EXPRESS	111.75	397201	
MUNRO'S	98.95	397252	210.70**
LAW LIBRARY FUND			
TDCAA BOOK ORDERS	48.18	397282	
THOMSON REUTERS-WEST	104.00	397425	152.18**
EMPG GRANT			
DELL MARKETING L.P.	4,784.52	397219	
SOUTHEAST TEXAS WATER	9.95	397278	4,794.47**
JUVENILE DETENTION - TJPC			
VERIZON WIRELESS	58.91	397314	58.91**
GRT N MENTAL HEALTH SVCS			
CORNELL CORRECTIONS OF TEXAS	5,802.00	397436	5,802.00**
JUVENILE TJPC-A-2014-123			
CORNELL CORRECTIONS OF TEXAS	2,151.21	397436	
CONERSTONE PROGRAMS CORPORATION	2,814.00	397447	4,965.21**
JUVENILE PROB & DET. FUND			
GULF COAST TRADES CENTER	5,357.56	397231	
HARRISON COUNTY JUVENILE SERVICES	5,580.00	397328	
CORNELL CORRECTIONS OF TEXAS	9,182.82	397436	
CONERSTONE PROGRAMS CORPORATION	2,814.00	397447	22,934.38**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	1,263.40	397237	
CASH ADVANCE ACCOUNT	2,342.40	397238	
OFFICE DEPOT	1,842.12	397256	
OLMSTED-KIRK PAPER	567.00	397257	
FRED PRYOR SEMINARS & CAREER TRACK	498.00	397267	
PAMELA G. STEWART	31.32	397281	
TEXAS DEPT OF STATE HEALTH SERVICES	235.00	397284	
WASTE MGT. GOLDEN TRIANGLE, INC.	136.24	397291	
UNITED STATES POSTAL SERVICE	85.28	397318	
LEXISNEXIS- ACCURINT	120.00	397384	
GREGORY CLARK JR	131.04	397417	7,251.80**
JEFF. CO. WOMEN'S CENTER			
OAK FARM DAIRY	364.45	397306	364.45**
MENTALLY IMPAIRED OFFEND.			
TRAZARRA STELLY	166.32	397370	166.32**
DRUG INTERVENTION COURT			
LAND MANOR, INC.	1,110.00	397310	
REDWOOD TOXICOLOGY LABORATORY	456.47	397365	1,566.47**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.40	397318	
SHI GOVERNMENT SOLUTIONS, INC.	328.20	397322	

NAME	AMOUNT	CHECK NO.	TOTAL
PCM-G	262.80	397379	592.40**
CONST. PCT. 8 EDUCATION			
NORTHEAST WISCONSIN TECHNICAL	175.00	397391	175.00**
UNCLAIMED FUNDS MGMT FUND			
TREMICKA DURISO	35.00	397448	35.00**
J.P. COURTROOM TECH. FUND			
EVERMAP COMPANY LLC	49.00	397416	49.00**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	44.97	397243	
MUNRO'S	108.80	397252	
TRI-CITY COFFEE SERVICE	100.25	397287	
DISH NETWORK	213.24	397364	
JOSEPH SEMIEN	6.72	397366	
B&G POPCORN INC	259.41	397414	
MATERA PAPER COMPANY INC	59.83	397424	793.22**
1957 ROAD BOND FUND			
TIM RICHARDSON	10,500.00	397428	10,500.00**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	1,079.68	397200	
HERNANDEZ OFFICE SUPPLY, INC.	7,683.00	397235	
MAVERICK COMMUNICATIONS, INC.	5,020.89	397247	
MORSE COMMUNICATIONS INC	10,113.75	397373	23,897.32**
AIRPORT FUND			
APAC, INC. - TROTTI & THOMSOM	4,643.98	397205	
RALPH'S INDUSTRIAL ELECTRONICS	21.20	397269	
AT&T	605.14	397280	
LOWE'S HOME CENTERS, INC.	123.15	397329	
KBMT	1,735.00	397360	
DISH NETWORK	85.62	397363	
RUTTY & MORRIS LLC	196.65	397368	
UNIFIRST HOLDINGS INC	87.25	397381	
MOWERS TRACTORS INC	26.65	397403	
SUDDENLINK MEDIA	782.00	397427	
ITA TRUCK SALES & SERVICE LLC	278.56	397439	
EASTERN AVIATION FUELS INC	81,991.45	397443	90,576.65**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	18,431.16	397352	
RELIANCE STANDARD LIFE INSURANCE	5,486.68	397357	
CHLIC-CHICAGO	62,087.44	397382	
GROUP ADMINISTRATIVE CONCEPTS INC	716.00	397396	
COMPASS PROFESSIONAL HEALTH SERVICE	6,320.00	397431	
SA BENEFITS SERVICES LLC	38,412.96	397432	131,454.24**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	14,939.27	397348	14,939.27**
SHERIFF'S FORFEITURE FUND			
NEDERLAND HARDWARE SUPPLY	5.58	397295	5.58**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	10,537.00	397161	
CLEAT	324.00	397162	
JEFFERSON CTY. TREASURER	19,227.22	397163	
RON STADTMUELLER - CHAPTER 13	1,717.50	397164	

NAME	AMOUNT	CHECK NO.	TOTAL
INTERNAL REVENUE SERVICE	664.95	397165	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,120.00	397166	
JEFFERSON CTY. COMMUNITY SUP.	9,566.78	397167	
JEFFERSON CTY. TREASURER - HEALTH	409,265.41	397168	
JEFFERSON CTY. TREASURER - GENERAL	10.00	397169	
JEFFERSON CTY. TREASURER - PAYROLL	1,585,367.44	397170	
JEFFERSON CTY. TREASURER - PAYROLL	647,027.53	397171	
MONEY/MLOA	261.42	397172	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,287.51	397173	
UNITED WAY OF BEAUMONT& N JEFFERSON	38.92	397174	
US DEPARTMENT OF EDUCATION	306.32	397175	
JEFFERSON CTY. TREASURER - TCDS	616,279.26	397176	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,182.48	397177	
JEFFERSON COUNTY TREASURER	2,432.43	397178	
JEFFERSON COUNTY - TREASURER -	5,154.63	397179	
NECHES FEDERAL CREDIT UNION	63,790.50	397180	
JEFFERSON COUNTY - NATIONWIDE	119,358.23	397181	
TENNESSEE CHILD SUPPORT	115.38	397182	
NCO FINANCIAL SYSTEMS INC	153.38	397183	
SBA - U S DEPARTMENT OF TREASURY	168.49	397184	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	397185	
WILLIAM E HEITKAMP	689.00	397186	
JOHN TALTON	567.69	397187	
JEFFERSON CTY. TREASURER - PAYROLL	29,490.89	397188	
JEFFERSON CTY. TREASURER - PAYROLL	6,131.22	397189	
			3,539,352.81**
ORCA - IKE			
MK CONSTRUCTORS	102,366.30	397411	
MK CONSTRUCTORS	250,804.75	397412	
			353,171.05**
CNTY & DIST COURT TECH FD			
EVERMAP COMPANY LLC	200.00	397416	
			200.00**
MARINE DIVISION			
GT DISTRIBUTORS, INC.	1,310.05	397226	
ENTERGY	566.68	397232	
AT&T	78.98	397280	
NEDERLAND HARDWARE SUPPLY	55.43	397295	
THE DINGO GROUP-PETE JORGENSON MARI	883.65	397369	
C & I OIL COMPANY INC	13,254.76	397377	
			16,149.55**
SHERIFF - COMMISSARY			
BARNES & NOBLE COLLEGE BOOKSELLERS	297.13	397441	
			297.13**
			4,959,601.65***

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



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

*Eddie Arnold
Jefferson County
Commissioner Pct. #1*

August 8, 2014

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for August 18, 2014.

Consider and possibly approve receive and file GLO Contract No. 14-381-000-8671, Memorandum of Agreement Jefferson County Precinct #1.

Thank you,

A handwritten signature in cursive script that reads "Eddie Arnold".

Eddie Arnold
County Commissioner, Pct. #1

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

DATE: August 1, 2014

TO: The Honorable Eddie Arnold
County Commissioner, Jefferson County Precinct One
1149 Pearl Street, Beaumont, Texas 77701
eddiarnold@co.jefferson.tx.us
409-835-8442

FROM: Texas General Land Office - Region 1
2300 Highway 365, Suite 340, Nederland, Texas 77627
(409) 727-7481

SUBJECT: GLO Contract No. 14-381-000-8671, Memorandum of Agreement Jefferson County Pct. 1

Dear Hon. Arnold,

The purpose of this Memorandum of Agreement is to establish a cooperative relationship between the Texas General Land Office (the GLO) and Jefferson County Precinct One (the County) for responding to natural disasters by the County providing the County Service Center at 20205 West Highway 90, China, Texas 77613 (County Service Center) for parking of GLO vehicles and response equipment in the event the GLO Region 1 warehouse or office must be evacuated. This agreement represents the current agreement between the GLO and the County regarding the emergency use of parking space at the County Service Center.

This agreement, GLO Contract No. 14-381-000-8671, is subject to the following terms and conditions:

- 1) The County will provide parking space in the back fenced parking area as a staging area for GLO vehicles and equipment prior to a pending natural disaster.
- 2) Any modifications made by GLO personnel to the County Service Center will require the consent of an authorized County Service Center representative prior to modification.
- 3) The GLO and the County will exchange contact information for primary and alternate representatives (phone, email and radio). This information will be updated as necessary to facilitate 24- hour availability of designated contacts.
- 4) The duration of GLO vehicles and equipment at the County Service Center will be determined by mutual agreement of the GLO and the County, and on the scope of the incident and after the operational needs of the GLO and the County have been evaluated.

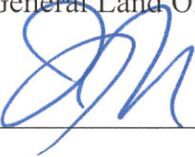
Oil Spill Prevention & Response Field Office
2300 Highway 365, Suite 340 • Nederland, Texas 77627-6256
Phone: 409-727-7481 • Fax: 409-727-1261
24 Hour Spill Number: 800-832-8224
www.glo.texas.gov

Page 2 of 2

Memorandum of Agreement GLO Jefferson County Pct. 1

- 5) This agreement may be modified by written amendment, which shall be signed by authorized representatives of both the GLO and the County.
- 6) This agreement will be in effect as of the date executed by the last party and will remain in effect until terminated by either or parties.

General Land Office

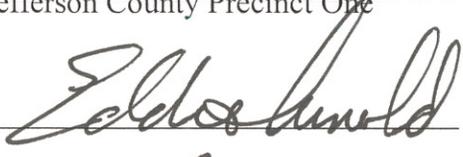


Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 8/1/14

DR LEGAL DR
 PM DR
 Deputy DR
 AGC DR
 GC MTW

Jefferson County Precinct One



By: EDOIE ARNOLD
Title: Jefferson Co. Commissioner
Pct# 1

Date of execution: 08/11/14



JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2014

ADMONITORY PROVISIONS

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

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

STATEMENT OF PURPOSE

SECTION I

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

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

DEFINITIONS

SECTION II

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

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

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

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

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

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

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

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

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

(j) **“Modernization”** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

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

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

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

WHEN ABATEMENT AUTHORIZED

SECTION III

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

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

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

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

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

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

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

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered By County In Considering Abatement Requests

Section IV

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

(1) Existing improvements, if any;

(2) Type and value of proposed improvements;

(3) Productive life of proposed improvements;

(4) Number of existing jobs to be retained by proposed improvements;

(5) Number and types of new jobs to be created by proposed improvements;

(6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;

(7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;

(8) The amount of local taxes to be generated directly;

(9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

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

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

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

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials.

(d) Historically Underutilized Businesses/Disadvantaged Business Enterprises.

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

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

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

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

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

(2) The applicant has insufficient financial capacity;

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

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

(5) For any other reason deemed appropriate by the County including the pendency of

litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

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

- (1) The value of ineligible property as provided in Section II(e) shall be fully taxable; and
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.

APPLICATION PROCESS

SECTION V

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

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

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

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

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

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT

SECTION VI

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

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

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

RECAPTURE

SECTION VII

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

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

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

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

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

ADMINISTRATION

SECTION VIII

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

agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

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

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

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

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

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

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

AGREEMENT

SECTION IX

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

SUNSET PROVISION

SECTION X

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

DISCRETION OF THE COUNTY

SECTION XI

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

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

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

General:

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

Opening Paragraph:

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

Economic Impact Analysis:

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

Maps and Plats

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

Questions to be Answered

(1) Is your project within a city limit? _____. Name of City

(2) Is your project within an ETJ? . Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$ _____

Number of Acres: _____ or Square Feet: _____

(6) Type and value of proposed improvements:

Type of construction:

(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

Value of Equipment:

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

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

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

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

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

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

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

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

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

During term of abatement: _____

After term of abatement: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"**JEFFERSON COUNTY APPRAISAL DISTRICT
PROCEDURE FOR CALCULATING ABATEMENTS****Purpose**

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

Calculation of "Base Year Value"

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

Calculation of "Current Year Market Value"

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

Calculation of "Taxable Value"

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property

ABATED VALUE:

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

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

**AGENDA ITEM****August 18, 2014**

Consider, possibly approve, authorize the County Judge to execute and receive and file an Amended Tax Abatement Agreement for property located in the Oiltanking Beaumont Partners reinvestment zone. (This relates to staffing requirements.)



STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

**AMENDED TAX ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN
 THE REINVESTMENT ZONE**

WHEREAS, Jefferson County, Texas and Oiltanking Beaumont Partners did previously execute and receive and file a Chapter 312, Property Tax Abatement Agreement on the 30th day of June, 2014; and

WHEREAS, Oiltanking Beaumont Partners now desires to amend that agreement in Paragraph 5 which required Oiltanking Beaumont Partners to employ 10 new full-time employees beginning January 1, 2017; and

WHEREAS, Oiltanking Beaumont Partners must begin staffing at least four of those positions immediately.

The parties hereby agree that this abatement agreement shall be amended to allow counting "new jobs added" effective upon the execution of this agreement in fulfilling the obligations of Oiltanking Beaumont Partners.

Signed this 12th day of August, 2014

 Hon. Jeff R. Branick, County Judge
 Jefferson County, Texas

By: *Kim M. Long*

UP, Corporate Affairs and Planning

Title:
 Oiltanking Beaumont Partners, LP

**Jefferson County
Tourism Commission**

Memo

To: Commissioners Court
From: Kathi Weathington Hughes
Date: 8/13/2014
Re: Emergency Requests for HOT Grant

Please see the attached emergency request application for a Hotel Occupancy Tax grant. The Jefferson County Tourism Committee recommendation is listed below.

	Requested	Recommendation
Ford Park	\$35,914	\$35,914

This will be an agenda item on August 18, 2014 during Commissioners Court.

Please feel free to give me a call if you have any questions.

Office 409/842-0500 cell 409/679-2808

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
JEFFERSON COUNTY**

OAG Contract No. 1555028

This contract is executed between the Office of the Attorney General (OAG) and Jefferson County (GRANTEE) for certain grant funds. The Office of the Attorney General and Jefferson County may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties and other entities in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG make grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG may exercise its option to extend the term for up to two renewal terms, consisting of two years each. The Vendor Certification includes the offer to perform the "Requested Scope of Services – Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas..

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2014 and shall terminate August 31, 2015, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG

Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE’s obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract, GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

3.5 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the “Scope of Services”. As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE’S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it

files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests

for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2015, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2014. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.
- c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of the next month following the end of each quarter. The quarters for FY2015 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2015 for invoices received from the GRANTEE that also include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. If an invoice is submitted after the 5th day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5 (f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE

agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the

OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit

Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted

in hard copy format to:

Financial Manager – Grants Administration Division
 Office of the Attorney General
 Mail Code 005
 Post Office Box 12548
 Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and Grantee shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not

limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 Special Conditions. Exhibit B, attached here and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions.

The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL**

JEFFERSON COUNTY

Printed Name: _____
Office of the Attorney General

Printed Name: _____
Authorized Official

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
JEFFERSON COUNTY**

OAG Contract No. 1555028

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	\$23,765.16	\$3,950.16	12	\$27,715.32

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
JEFFERSON COUNTY**

OAG Contract No. 1555028

EXHIBIT B

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None



Joleen E. Fregia
Chief Deputy
E-Mail
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

August 12, 2014

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

Gentlemen:

Enclosed is the Investment Schedule as of July 31, 2014, including interest earnings.

The weighted average yield to maturity on the County's investments is .961%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on July 31, 2014 was .03% and the interest on your checking accounts for the month of July was .186%

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 August 18, 2014, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

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

JEFFERSON COUNTY MONTH END JULY 31, 2014 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
POOLED CASH ACCOUNT	01-Jul-14	\$7,660.78	\$7,660.78	100	0.1500%	31-Jul-14	NONE	31	31	7580310386	WELLS FARGO	\$7,660.78				\$7,660.78
CDs and Securities																
FHLMC .85%	30-Dec-13	\$2,000,000.00	\$2,000,000.00	100	0.850%	30-Dec-16	30-Jun-14	883	1096	3134G4QW1	COASTAL SECURITIES	\$1,999,200.00	\$99.96	\$1,463.89	\$8,500.00	\$2,000,663.89
FHLMC 1.10%	30-Jun-14	\$2,000,000.00	\$2,000,000.00	100	1.100%	30-Jun-17	30-Sep-14	1065	1096	3134G5AG0	COASTAL SECURITIES	\$1,998,800.00	\$99.94	\$1,894.44	\$0.00	\$2,000,694.44
FHLMC .50%	20-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	20-Jun-16	20-Dec-13	680	1096	313383ED9	COASTAL SECURITIES	\$1,993,600.00	\$99.68	\$1,138.89	\$10,000.00	\$1,994,738.89
FHLMC 1.15% (NEW)	28-Jul-14	\$2,000,000.00	\$2,000,000.00	100	1.150%	28-Jul-17	28-Oct-14	1093	1096	3134G5D36	WELLS SECURITIES	\$2,001,400.00	\$100.07	\$191.67	\$10,000.00	\$2,001,591.67
FHLMC 0.90%	20-Mar-14	\$2,000,000.00	\$2,000,000.00	100	0.900%	20-Mar-17	20-Jun-14	963	1096	3134G4WH7	WELLS SECURITIES	\$1,993,800.00	\$99.69	\$6,550.00	\$0.00	\$2,000,350.00
FHLMC 1.0%	27-Mar-14	\$2,000,000.00	\$2,000,000.00	100	1.000%	27-Mar-17	27-Jun-14	970	1096	3134G4XX1	COASTAL SECURITIES	\$2,000,400.00	\$100.02	\$6,898.89	\$0.00	\$2,007,298.89
FHLMC 1.0%	13-Feb-14	\$2,000,000.00	\$2,000,000.00	100	1.000%	13-Feb-17	13-Aug-14	928	1096	3130A00X1	WELLS SECURITIES	\$1,999,000.00	\$99.95	\$9,333.33	\$0.00	\$2,008,333.33
FHLMC 1.10%	19-May-14	\$2,000,000.00	\$2,000,000.00	100	1.100%	19-May-17	19-Aug-14	1023	1096	3130A1T40	WELLS SECURITIES	\$1,997,200.00	\$99.86	\$4,400.00	\$0.00	\$2,001,600.00
FHLMC 1.0%	20-Jun-14	\$248,000.00	\$248,000.00	100	1.000%	20-Jun-17	None	1055	1096	3134G4YG7	WELLS SECURITIES	\$1,997,600.00	\$99.88	\$6,166.67	\$0.00	\$2,003,766.67
ICD-BMW Bank 1.05%*	26-Jun-14	\$248,000.00	\$248,000.00	100	1.050%	26-Jun-17	None	1061	1096	055802AAK0	WELLS SECURITIES	\$248,000.00	\$100.00	\$299.64	\$0.00	\$248,299.64
ICD-Discover Bk 1.10%*	26-Jun-14	\$248,000.00	\$248,000.00	100	1.100%	26-Jun-17	None	1061	1096	254871X21	WELLS SECURITIES	\$248,000.00	\$100.00	\$269.06	\$0.00	\$248,269.06
ICD-Ally Bank 1.15%*	26-Jun-14	\$248,000.00	\$248,000.00	100	1.150%	26-Jun-17	None	1061	1096	020061FK4	WELLS SECURITIES	\$248,000.00	\$100.00	\$281.29	\$0.00	\$248,281.29
ICD-Goldman S. 1.15%*	26-Jun-14	\$248,000.00	\$248,000.00	100	1.150%	26-Jun-17	None	1061	1096	38147JK76	WELLS SECURITIES	\$248,000.00	\$100.00	\$281.29	\$0.00	\$248,281.29
ICD-Sovereign Bk. 75%*	29-Aug-12	\$248,000.00	\$248,000.00	100	0.750%	29-Aug-14	None	29	730	84603MZL9	WELLS SECURITIES	\$248,000.00	\$100.00	\$784.77	\$2,797.64	\$248,794.77
* (Investment CD's)																\$39,943.83
INVESTMENT ACCT		\$7,660.78	\$7,660.78									\$7,660.78				
CDs and Securities		\$19,240,000.00	\$19,240,023.09	0.961%	0.734%			949	DAYS			\$19,221,000.00				\$19,228,960.78
TOTALS ALL ACCTS:		\$19,247,660.78	\$19,247,683.87									\$19,228,960.78				\$19,268,604.61
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF JULY 31, 2014																
COMPLIANCE STATEMENT																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
<i>Tim Finkbein</i> Tim Finkbein, Jefferson County Investment Officer																

JULY 2014, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	CALLLED
POOLED CASH ACCOUNT												
INVESTMENT ACCT	01-Jul-14	\$7,660.78	\$7,660.78		0.150%	31-Jul-14		31	7580310386	WELLS FARGO	\$0.88	CALLLED
FHLMC 1.125%	17-Apr-14	\$2,000,000.00	\$2,000,000.00	100	1.125%	17-Apr-17	17-Jul-14	1096	3130A1GE2	COASTAL SECURITIES	\$5,625.00	CALLLED
FHLMC 1.0%	22-Jul-13	\$2,000,000.00	\$2,000,000.00	100	1.000%	22-Jul-16	22-Jul-14	1096	3134G4BY3	COASTAL SECURITIES	\$10,000.00	CALLLED
											\$15,625.88	
CHECKING INTEREST												
POOLED CASH ACCT					0.186%					WELLS FARGO	\$11,986.48	
OTHER COUNTY ACCTS					0.186%					WELLS FARGO	\$804.50	
TAX LICENSE ACCT					0.184%					WELLS FARGO	\$84.05	
TOTAL		\$4,007,660.78	\$4,007,660.78								\$28,500.91	\$28,500.91

FISCAL YEAR 2013-2014			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
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	0.03%	\$28,500.91	0.186%
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 261,041.63	

Permit No. 03-P-14

Precinct No. 4

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date 7-23-14

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

DELCO OIL & GAS Operating (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of SALT WATER, location of which is fully described as follows:

5 pages of drawings attached.

Construction will begin on or after 8-1, 2014.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 8-1, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>2</u>	road crossing @ \$100.00	\$	<u>200⁰⁰</u>
<u>-</u>	miles parallel @ \$150.00/mile or fraction	\$	<u> </u>
TOTAL		\$	<u>200⁰⁰</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.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company DELCO OTEB Operating

By Joey Bohannon

Title Manager

Address P.O. Box ~~2007~~ 1472

Pinehurst, TX 77362

Phone No. 713-824-9152

FAX No. 281-252-0575

ENGINEERING ACTION FORM

The minimum standard bond required is \$10,000.00 —

Donald M. Rao
Director of Engineering

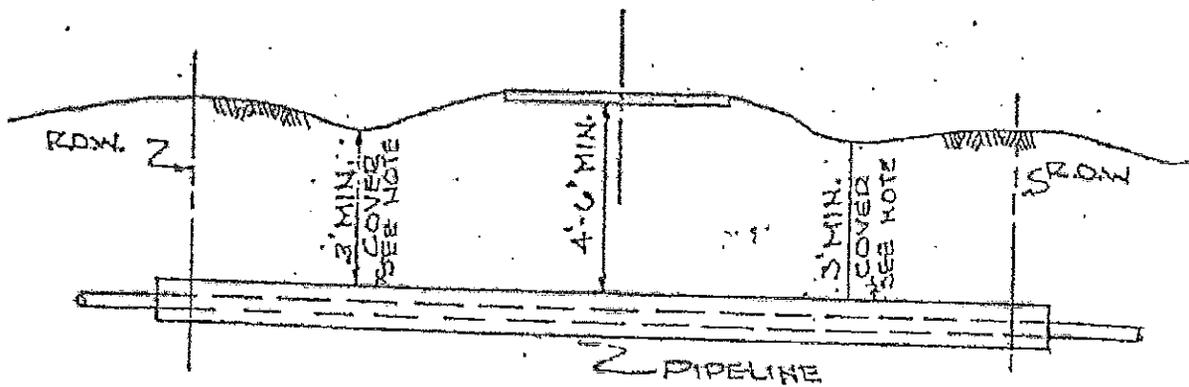
August 06, 2014
Date

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 \$10,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

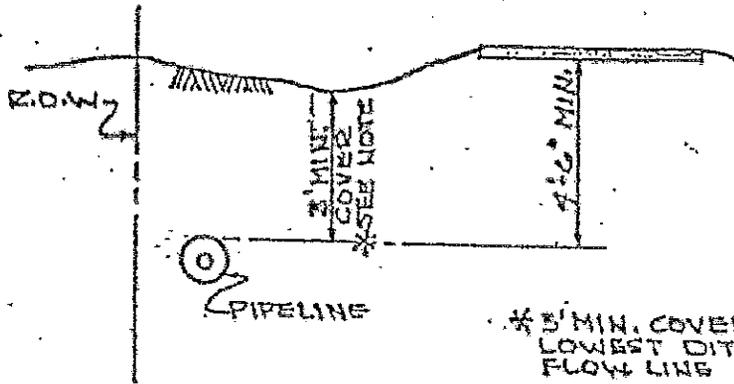
By _____
County Judge



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

NOTE: CASING TO EXTEND 1'-0\"/>

1. STANDARD PIPELINE CROSSING



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

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT PIPELINE DETAILS (STD.)

Effective Date: August 1, 2014



Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71571965

That we, Corsair Construction, LLC

of Pinehurst, State of Texas, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of Texas, as Surety, are held and firmly bound unto the

County of Jefferson, State of Texas, as Obligee, in the penal

sum of Ten Thousand and 00/100 DOLLARS (\$10,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Pipeline Contractor

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until August 1st, 2015, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 28th day of July, 2014.

CORSAIR CONSTRUCTION, LLC

Principal

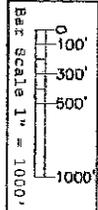
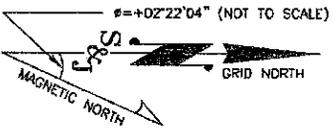
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

Shine & Johnston, Inc.
 P.O. Box 391
 Sulphur, Texas 77556
 PH# (409) 385-4286
 Fax# (409) 385-0836

File name: 140303 ERP
 Plot date: 06/05/14
 Jefferson County, Texas

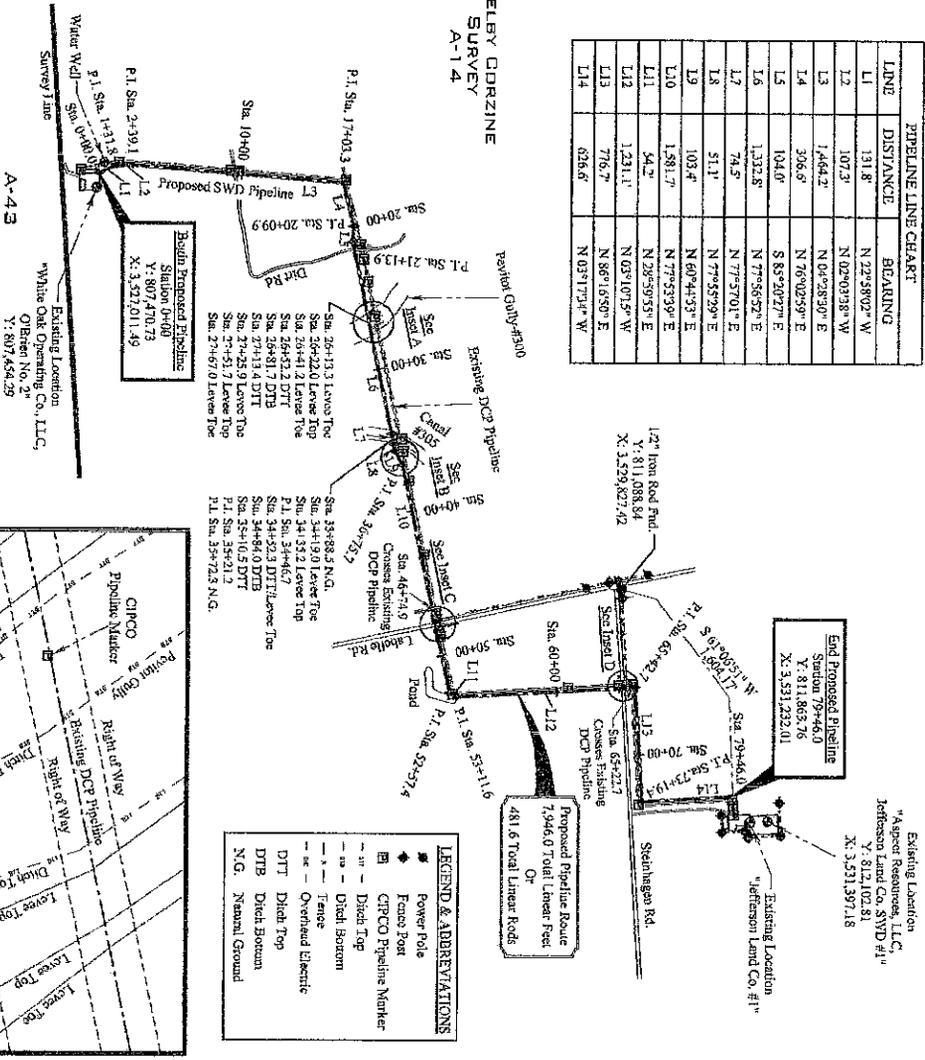


H. T. & B. R. R. -23
 SURVEY
 A-1-4-4

Plot Showing A
Proposed Pipeline Route
 For The
**"Delco Ohb Operating, L.L.C.,
 Jefferson Land Co. SWD #1"**
 Across The
SHELBY CORZINE SURVEY
 Abstract 14
 Jefferson County, Texas
 Prepared in the offices of Shine & Johnston, Inc.

PIPELINE LINE CHART

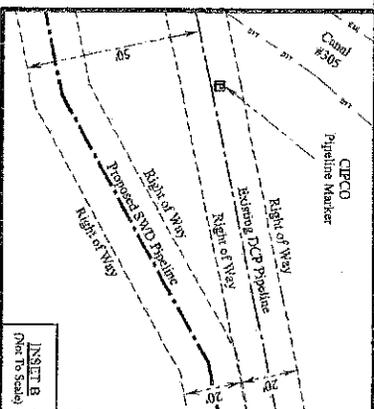
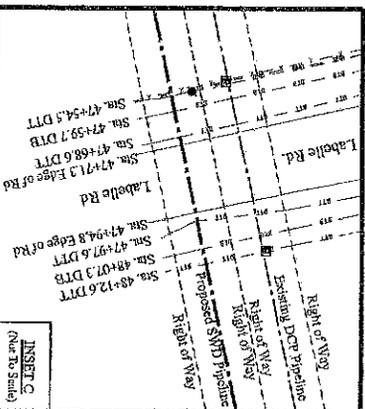
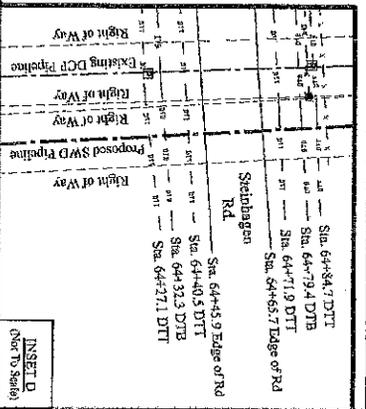
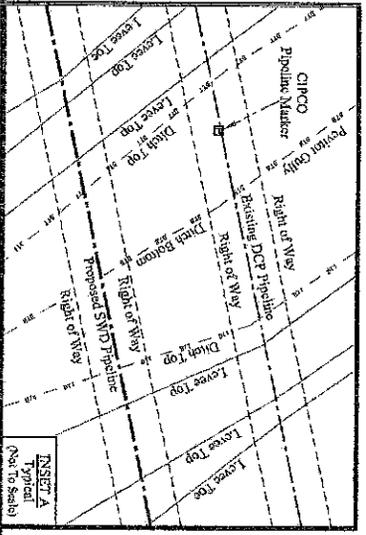
LINE	DISTANCE	BEARING
L1	131.8'	N 22°58'02" W
L2	107.3'	N 02°03'38" W
L3	1,464.2'	N 04°28'30" E
L4	306.6'	N 76°02'59" E
L5	104.0'	S 83°20'27" E
L6	1,332.8'	N 77°56'52" E
L7	74.5'	N 77°57'01" E
L8	51.1'	N 77°55'29" E
L9	103.4'	N 60°44'33" E
L10	1,581.7'	N 26°59'53" E
L11	54.2'	N 03°10'15" W
L12	1,231.1'	N 66°18'50" E
L13	776.7'	N 03°17'34" W
L14	626.6'	N 03°17'34" W



NOTE:
 ALL THE HORIZONTAL CONTROL REFERRED TO THE
 TEXAS STATE PLANE COORDINATE SYSTEM, NAD83
 PROJECTION, SOUTH CENTRAL ZONE, NAD 83
 DATUM. ALL BEARINGS, DISTANCES AND ACRES ARE
 AS SHOWN.

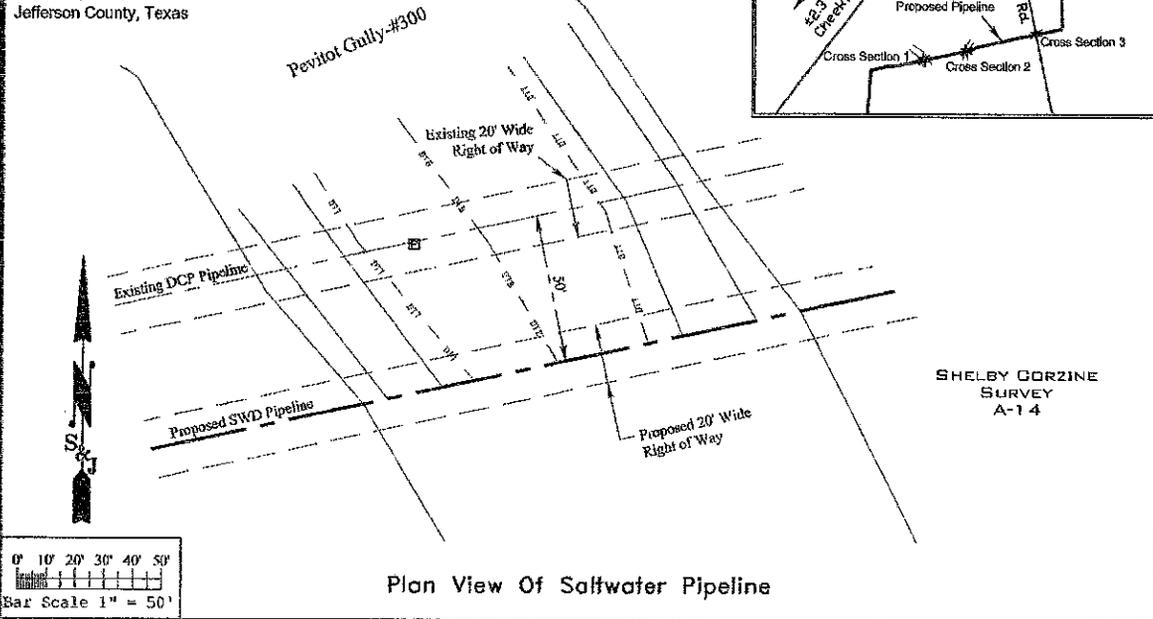
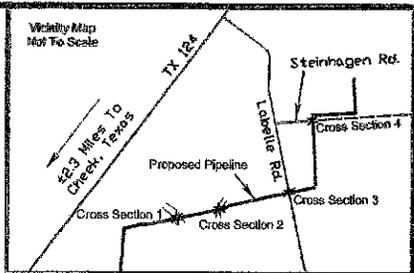
LEGEND & ABBREVIATIONS

- Power Pole
- Survey Point
- CINCO Pipeline Marker
- Right of Way
- Ditch Bottom
- Overhead Electric
- Ditch Top
- Ditch Bottom
- N.G. Natural Ground



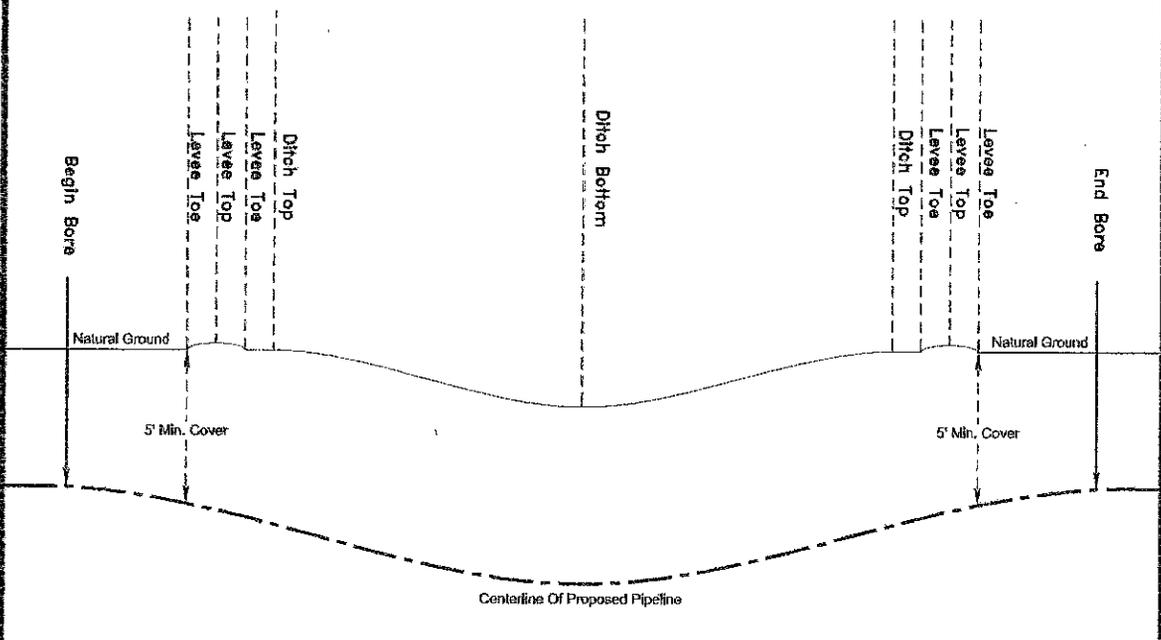
Shine & Johnston, Inc.
 P.O. Box 391
 Siblece, Texas 77656
 Ph# (409) 385 - 5266
 Fax# (409) 385 - 0936

File name: 140303 PL CS1 ERP
 Plot date: 05/05/14
 Jefferson County, Texas



Plan View Of Saltwater Pipeline

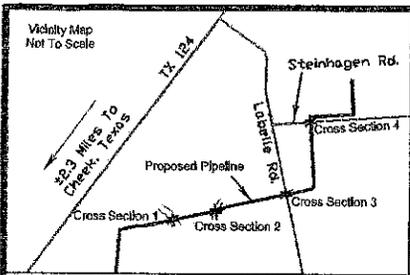
INSET
 NOT TO SCALE
 Profile View Of Saltwater Pipeline



Plot Showing The Approximate Location Of
Proposed Cross Section No. 1
 For
"Delco Oheb Operating, L.L.C."
 In The
Shelby Corzine Survey
Abstract 14
Jefferson County, Texas

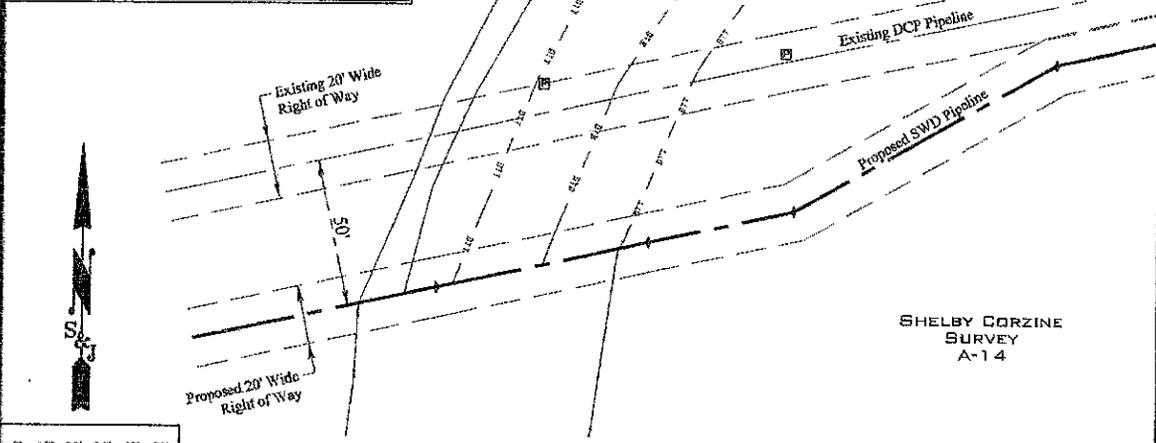
NOTE:
 ALL THE HORIZONTAL CONTROL IS REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NAD 27 DATUM, SOUTH CENTRAL ZONE. ALL BEARINGS, DISTANCES AND ACREAGES ARE GRID.
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Prepared in the offices of Shine & Johnston, Inc.

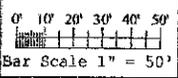


Shine & Johnston, Inc.
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 Silsbee, Texas 77656
 Ph# (409) 385 - 5266
 Fax# (409) 385 - 0936

File name: 140303 PL CS2 ERP
 Plot date: 05/05/14
 Jefferson County, Texas

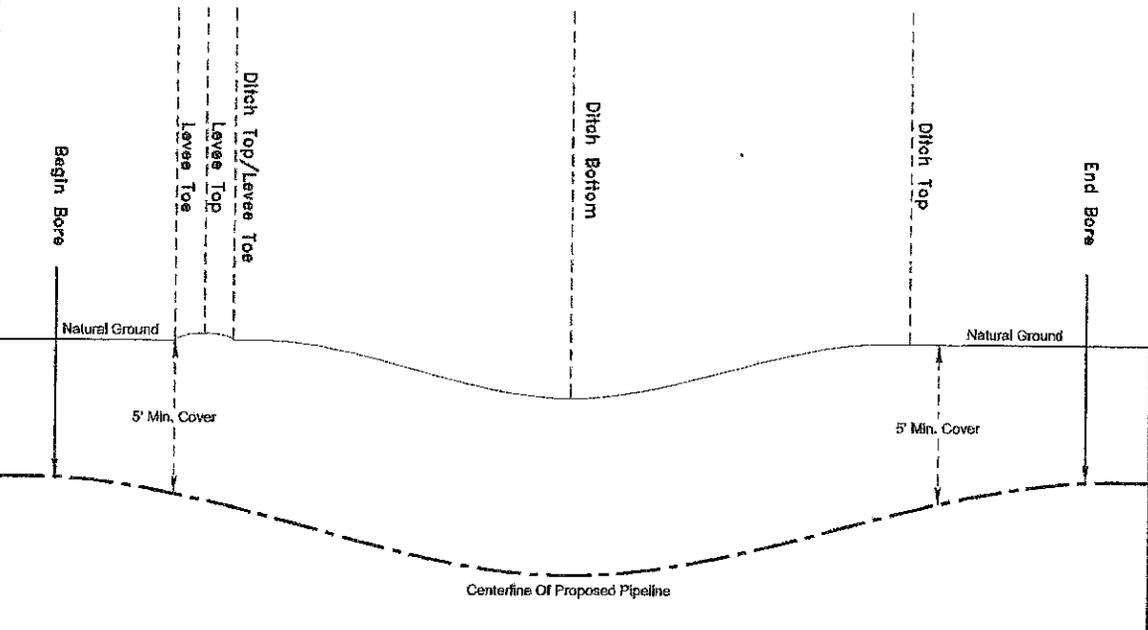


SHELBY CORZINE
 SURVEY
 A-14



Plan View Of Saltwater Pipeline

INSET
 NOT TO SCALE
 Profile View Of Saltwater Pipeline



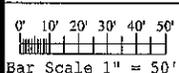
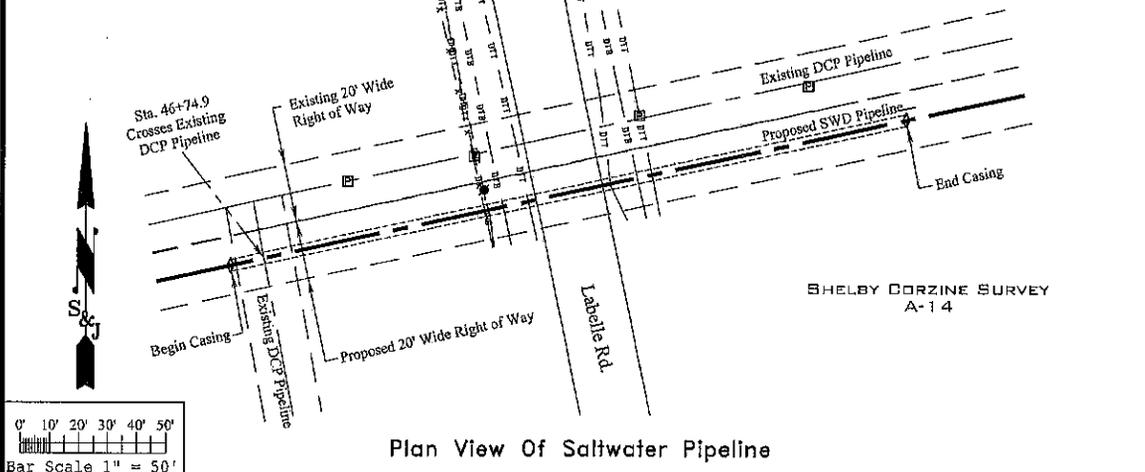
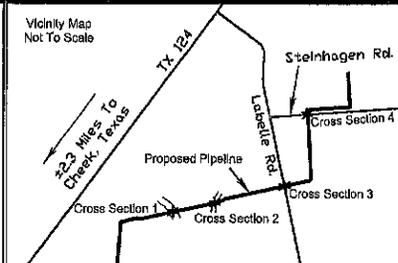
Plat Showing The Approximate Location Of
Proposed Cross Section No. 2
 For
"Delco Oheb Operating, L.L.C."
 In The
Shelby Corzine Survey
Abstract 14
Jefferson County, Texas

NOTE:
 ALL THE HORIZONTAL CONTROL IS REFERRED TO THE TEXAS
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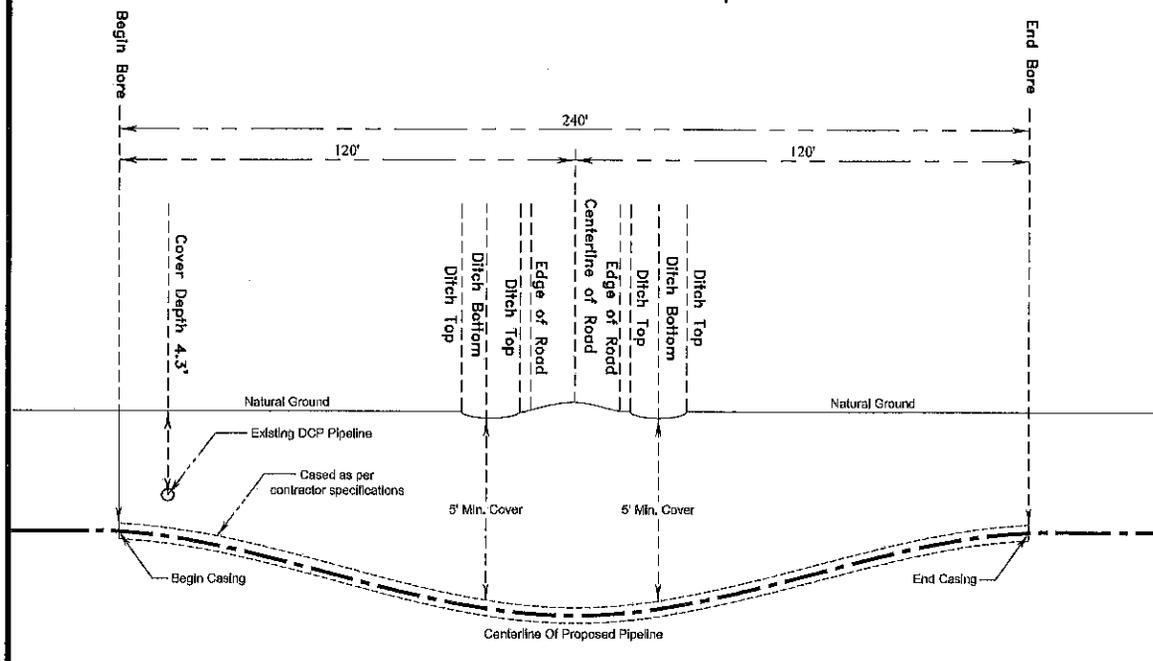
Shine & Johnston, Inc.
 P.O. Box 391
 Slaters, Texas 77656
 Ph# (409) 385 - 5266
 Fax# (409) 385 - 0936

File name: 140303-1 PL CS3 ERP
 Plot date: 08/08/14
 Jefferson County, Texas



Plan View Of Saltwater Pipeline

INSET
 NOT TO SCALE
 Profile View Of Saltwater Pipeline



Plat Showing The Approximate Location Of
Proposed Cross Section No. 3
 For
"Delco Oheb Operating, L.L.C."
 In The
Shelby Corzine Survey
Abstract 14
Jefferson County, Texas

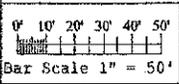
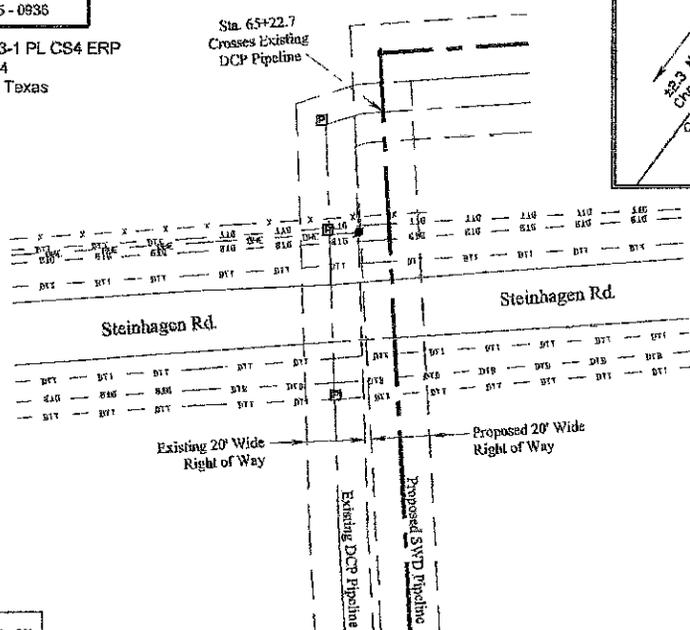
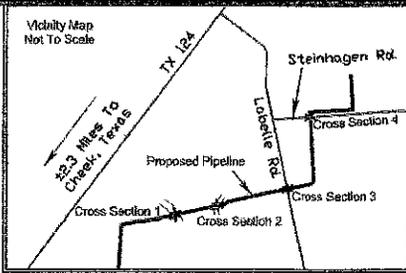
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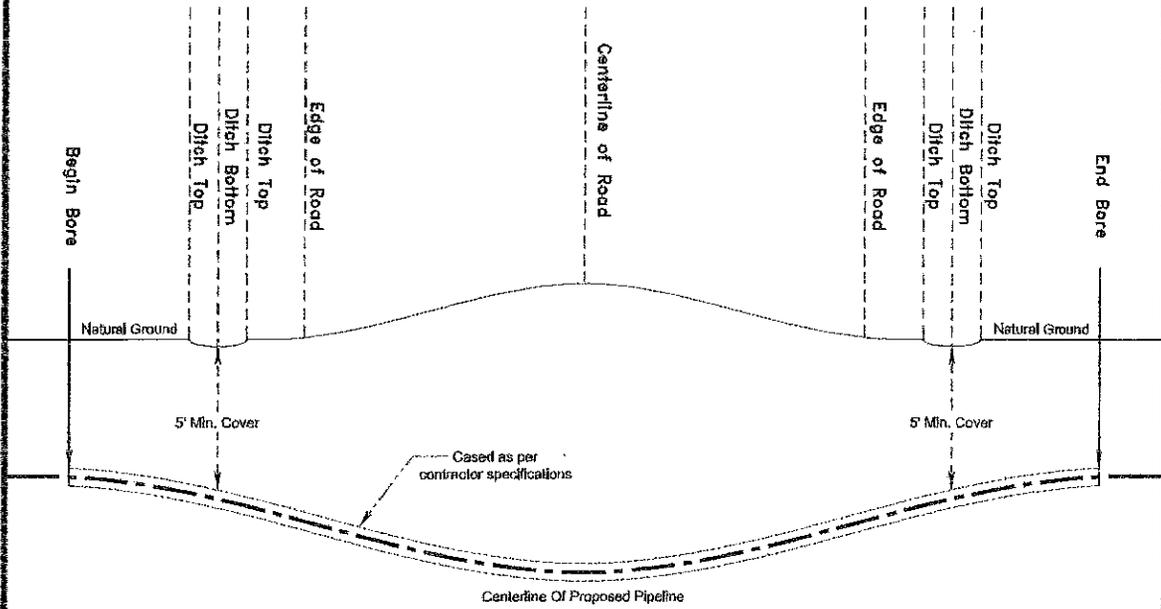
File name: 140303-1 PL CS4 ERP
 Plot date: 07/23/14
 Jefferson County, Texas



SHELBY CORZINE SURVEY
 A-14

Plan View Of Saltwater Pipeline

INSET
 NOT TO SCALE
 Profile View Of Saltwater Pipeline



Plat Showing The Approximate Location Of
Proposed Cross Section No. 4
 For
"Delco Oheb Operating, L.L.C."
 In The
Shelby Corzine Survey
Abstract 14
Jefferson County, Texas

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Invoice # DELCORDCROSS
Invoice Amt 200.00
Delco Operating Road Crossing Permits

From: Corsair Construction, LLC
To: Honorable Commissions Court
Jefferson County
Beaumont, TX 77701

Vendor Code JEFCCCOM

Check Date 07/24/2014

Check Amount \$200.00

Check Number A-1002247

⑈01002247⑈ ⑆11311983⑆ ⑈03959⑈

PAY to the Order of

Honorable Commissions Court
Jefferson County
Beaumont TX 77701

Two hundred dollars and no cents

Corsair Construction, LLC
P.O. Box 1472
Pinehurst, TX 77362
(281) 356-7767

Jessica Behanman
Void After 90 Days

DATE 07/24/2014

AMOUNT \$200.00*

1002247

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM FEATURES
Community Bank of Texas
Houston, TX
88-1198-1131



JEFFERSON COUNTY
Historical Commission

Theresa Goodness
Chairman

Linda McMahan
Coordinator

Ron Ellington
Past Chairman

Leslie McMahan
Vice-Chairman

Paul Prosperie
Secretary/Treasurer

August 14, 2014

Loma George
County Judge's Office

Loma:

Please place the following item on Commissioners Court agenda under Historical Commission:

(a) Consider, possibly approve and authorize the Historical Commission Coordinator to receive memorial donations in honor of two Historical Commission members. This money will be used to purchase books for the JCHC Library.

Please contact me if any additional information is required.

Thank you for your kind assistance.

Sincerely,
Linda McMahan
Coordinator
Jefferson County Historical Commission
1149 Pearl Street – Third Floor
Beaumont, TX 77701
409 835 8701
histcomm@co.jefferson.tx.us

CC: Theresa Goodness, JCHC Chair

Special, August 18, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, August 18, 2014