

SPECIAL, 12/1/2014 1:30:00 PM

BE IT REMEMBERED that on December 01, 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 (ABSENT)

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
December 01, 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
 December 01, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **01st** day of **December 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:

Please join us for the Annual Lighting of the Christmas Tree December 1, 2014, 11:00 a.m., in the lobby of the New Courthouse Addition.

1:00 p.m. - Jefferson County Industrial Development Corporation-

Workshop- Immediately after Commissioners Court To Hear presentation from Jefferson Energy Companies.

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

PURCHASING:

1. Consider and approve, award, execute, receive and file a contract extension for (09-161/KJS), Term Contract for Cafeteria Service for the Jefferson County Courthouse with John Paul's for an additional one-year term from January 22, 2015 to January 21, 2016, with the option to extend for four (4) additional one-year terms.

SEE ATTACHMENTS ON PAGES 8 - 16

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 14-018/KJS), Jefferson County New Health Clinic – (TDRA – Round I Disaster Project Now Funded by GLO) with N & T Construction for an increase of \$22,060.57 for on-site drainage and collection piping to meet City of Port Arthur requirements; underground conduit relocation and addition of junction box to meet Entergy requirements; addition of sink in lab to meet Health Department requirements; and to locate and re-route existing water line to meet City of Port Arthur requirements, bringing the contract total up to \$1,977,060.57. This change order will increase days of completion from 300 days to 315 days.

SEE ATTACHMENTS ON PAGES 17 - 30

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AIRPORT:

3. Receive and file executed Air Monitoring Site Agreement between Jefferson County and Texas Commission on Environmental Quality.

SEE ATTACHMENTS ON PAGES 31 - 35

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
December 01, 2014*

COUNTY AUDITOR:

4. Consider and approve FY 2015 budget transfer – District Clerk – replacement of 10 computers.

120-2031-414-6002	COMPUTER EQUIPMENT	\$15,000.00	
120-2031-414-1002	ASSISTANTS & CLERKS		\$15,000.00

SEE ATTACHMENTS ON PAGES 36 - 38

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

5. Consider and approve utilizing funding from Capital Projects for Ford Park parking lot to be used for repairs of 250 Pavilion seats at a cost of approximately \$25,000.

SEE ATTACHMENTS ON PAGES 39 - 40

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

6. Regular County Bills – check #401266 through check #401476.

SEE ATTACHMENTS ON PAGES 41 - 49

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

COUNTY COMMISSIONERS:

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

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

8. Consider, possibly approve and authorize the County Judge to execute a GLO Contract No. 13-242-000-7440, CEPRA No. 1530, Amendment No. 1.(Texas Coastal Management Program)

SEE ATTACHMENTS ON PAGES 50 - 53

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

9. Consider authorizing the County Judge to execute an Amendment to GLO Contract 10-5291-000-5299 for Hurricane Ike Disaster Funding of the Port Arthur Health Clinic.

SEE ATTACHMENTS ON PAGES 54 - 78

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

10. Consider and possibly approve a Resolution honoring Kathy Kellas for her 26 years and 7 months of service in the Jefferson County Tax Office.

SEE ATTACHMENTS ON PAGES 79 - 80

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

ENGINEERING:

11. Consider and possibly approve Preliminary Plat along with the construction plans for Ridgecrest Unit 4-A. Project is located in Precinct No. 2 and in the ETJ for the City of Beaumont.

SEE ATTACHMENTS ON PAGES 81 - 86

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

12. Execute, receive and file Pipeline Permit 09-P-14 to Kinder Morgan Texas Pipeline LLC for the distribution of natural gas along Dishman Road crossing Keith Road. Project is located in Precinct No. 1.

SEE ATTACHMENTS ON PAGES 87 - 97

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

13. Consider and possibly approve Overweight Vehicle Permit 07-OW-14 for Rutherford Oil Corporation to transport drilling rig to a site located off Garner Road. This project is located in Precinct No. 2.

SEE ATTACHMENTS ON PAGES 98 - 106

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

Other Business:

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

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

*Notice of Meeting and Agenda and Minutes
December 01, 2014*

**Jeff R. Branick
County Judge**

**STATE OF TEXAS
COUNTY OF JEFFERSON**

**CONTRACT NUMBER: 09-161/KJS
CAFETERIA SERVICES**

WHEREAS, JEFFERSON COUNTY has determined there is a need to provide for Cafeteria Services at Jefferson County Courthouse; located at 1149 Pearl, Beaumont, TX.

WHEREAS, JEFFERSON COUNTY has requested and reviewed proposals for a Food Service Contractor in accordance with applicable Federal, State and local laws and ordinances regarding health, sanitation, and safety.

WHEREAS, JEFFERSON COUNTY has determined that John Paul's Food Service, LLC, dba John Paul's can best provide Cafeteria Services at Jefferson County Courthouse located at 1149 Pearl, Beaumont, TX.

WHEREAS, this agreement is made between John Paul's Food Service, LLC, dba John Paul's (hereinafter referred to as (CONTRACTOR)) and the COUNTY OF JEFFERSON, TEXAS (hereinafter referred to as (COUNTY)) acting by and through its duly authorized representative, Jefferson County Judge Jeff R. Branick.

NOW THEREFORE, the parties agree as follows:

**ARTICLE I
RETENTION OF CONTRACTOR**

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

**ARTICLE II
TERM OF AGREEMENT**

Regardless of the date of execution, this Agreement shall become effective January 22, 2015 and continue in force until January 21, 2016 with the option to extend for four (4) additional one (1) year terms unless sooner terminated as provided herein. Should this Agreement naturally expire without alternative provisions, this agreement shall continue in force on a month-to-month basis under the same terms.

Due to the Constitutional debt limitation for Counties, any Agreement, which extends beyond the current fiscal year, is executed subject to future appropriations to fund its provision.

**ARTICLE III
CREDENTIALING**

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing, and insurance information as required by State law. All such information shall be provided at the time of execution of this Agreement.

ARTICLE IV **TERMINATION**

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgment that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement NINETY (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void, and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of CONTRACTOR.
2. CONTRACTOR abandons its duties in accordance with the provisions of Article V (Duties of Contractor).
3. Failure of CONTRACTOR to perform its responsibilities under this Agreement in the highest professional manner.
4. Any substantiated allegation of criminal wrongdoing on the part of CONTRACTOR, which would substantially interfere with the performance of the duties, set out herein.
5. Failure by CONTRACTOR to cure any default or breach under this Agreement within ten (10) days after receiving notice in writing.
6. Whenever CONTRACTOR and COUNTY mutually agree to termination in writing.

Upon termination of this agreement under any provision, CONTRACTOR shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by COUNTY to fulfill CONTRACTORS obligations under this Agreement.

ARTICLE V **DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for all duties specified in RFP Specification Number 09-161/KJS, which by this reference is incorporated in full into this agreement, and include but are not limited to the following:

1. CONTRACTOR shall furnish Cafeteria Services in accordance with the Specifications of RFP 09-161/KJS.
2. CONTRACTOR will bring in their own furnishings, kitchen equipment and television(s) and with the understanding upon expiration of agreement equipment remains property of John Paul's Food Service, LLC, dba John Paul's.

3. CONTRACTOR's hours of operation will be 7:30a.m -3:00 pm.
4. CONTRACTOR will be responsible for all licenses and permits necessary to comply with all local, state, and federal mandates pertaining to food service operations.
5. CONTRACTOR shall schedule outside vendors for rental space and collect appropriate fees.
6. CONTRACTOR shall make payments to COUNTY as specified in ARTICLE VII.
7. CONTRACTOR shall be responsible for all long distance telephone charges, direct cable/internet installation and charges incurred in the performance of this Agreement.
8. CONTRACTOR is responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to CONTRACTOR including walk-ins, storerooms, freezers, dishroom, office, staff, and dining rooms and receiving area.
9. CONTRACTOR and its employees assigned to COUNTY facilities are required to comply with all facility rules of conduct concerning normal day-to-day operations.
10. CONTRACTOR is required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen.
11. CONTRACTOR employees must be properly attired in a standard uniform.
12. All Cafeteria Services employees in the kitchen and Cafeteria Services areas must wear hair restraints (nets or hats).
13. CONTRACTOR employees are subject to background check and wear security identification while working in the County facilities.
14. CONTRACTOR employees are subject to search at any time while within secured areas of COUNTY facilities.
15. CONTRACTOR must obey all Federal, State and local laws and ordinances regarding health, sanitation, and safety. CONTRACTOR will be subject to inspections in the kitchen by authorized personnel from the Jefferson County Courthouse Superintendent of Maintenance and City Health Department.

ARTICLE VI **DUTIES OF COUNTY**

COUNTY shall provide access to dumpsters and recycling containers at reasonable times to be negotiated between CONTRACTOR and Courthouse Superintendent of Maintenance.

COUNTY will provide, install, and permit CONTRACTOR to use the capital equipment, which COUNTY deems necessary for Cafeteria Services and related activities.

COUNTY shall approve any and all designs, furnishings, decorations, alterations, improvements, advertisements, etc., prior to any such action being taken by the Contractor.

COUNTY will provide the cafeteria facility, standard utilities, existing equipment, tables and chairs, and related utilities to the Contractor at no charge to the Contractor.

COUNTY will provide all preventive maintenance and repairs on all equipment related to the cafeteria operation, including refrigerators, freezers, ice machines, stoves, warmers, etc., that are used directly by the cafeteria operation. The Jefferson County Maintenance Department will maintain all building systems (HVAC, electrical, structural).

ARTICLE VII **RATES**

CONTRACTOR shall pay directly to COUNTY Lease Payment \$600.00 per month in accordance with CONTRACTOR'S response to RFP Number 09-161/KJS, which with the RFP Specifications for RFP Number 09-161/KJS are by this reference incorporated in full into this Agreement. Payments will be monthly installments by the 5th of each month.

ARTICLE VIII **RELATIONSHIP OF PARTIES**

None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for affecting the provisions of this Agreement.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTORS profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over Jefferson County.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees as from time to time may be established, and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired CONTRACTOR to provide food services. As such, CONTRACTOR has the duty and obligation to perform all obligations to COUNTY under this Agreement in the highest professional manner. No property owned by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member, or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

ARTICLE IX
INSURANCE

CONTRACTOR, at no cost to COUNTY, shall have and maintain at all times insurance of the types and amounts required in the current standard bid specifications (See ATTACHMENT A) for Jefferson County,

ARTICLE X
INDEMNIFICATION

CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorneys fees) which may arise out of any acts or failure to act of CONTRACTOR, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.

ARTICLE XI
MISCELLANEOUS

This agreement, Specifications for RFP Number 09-161/KJS, and CONTRACTOR'S response constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the Bid Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that any party or anyone acting on behalf of any party that is not embodied in this Agreement has made no inducements or promises, oral or otherwise.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The law of the State of Texas hereunder, shall govern the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties and all venues shall be in Jefferson County, Texas.

ARTICLE XII
NOTICES

All notice required under this Agreement shall be sent postage prepaid U.S. Mail or hand delivered to the parties at the following addresses:

CONTRACTOR: John Paul's Food Service, LLC, dba John's Paul's
1149 Pearl Street
Beaumont, Texas 77701

COUNTY: Jefferson County Purchasing Department
Deborah L. Clark, County Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Signed on this the 22nd day of January 2014.

OWNER:
Jefferson County

BY: _____
Jeff R. Branick

TITLE: County Judge

CONTRACTOR:

John Paul's Food Service, LLC, dba
John Paul's

BY: Paul D Breck
Paul David Breck

TITLE: Co-Owner

ATTEST:

Carolyn L. Guidry
County Clerk

ATTACHMENT A

(Insurance Requirements – as per Sections 6 & 7 in Current Jefferson County Bid Specifications)

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of

the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Chica & Associates, Inc. 505 Orleans St., Suite 106 Beaumont, TX 77701 Phone No.: (409) 833-4343	Owner: Jefferson County 1149 Pearl Street Beaumont, TX 77701 Phone No.: (409) 835-8584	Contractor: N&T Construction Co., Inc. P.O. Box 269, Beaumont, TX 77704 Agreement Date: 8/18/14 Phone No.: (409) 813-8592
Date: 11 / 13 / 14 Project Code No.: P01100-14 Bid Package No.: 16101-1_BID	Contract For (Project Description): For the construction of the Port Arthur Health Clinic.	GLO Contract No.: 10-5219-000-5299 Change Order No.: 01

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Revised ~ On Site Drainage & Collection Piping; Add 2 (two) Ea. drop inlets and 233 L.F. of 18" HDPE (per City of Port Arthur Requirements)		\$13,405.25
2	Revised ~ Entergy Underground Conduit Relocation (per Entergy Requirements)		\$ 1,831.07
3	Added ~ 1 Ea. Lockable Junction Box with Lugs (per Entergy Requirements)		\$1,655.57
4	Added ~ 1 Ea. Sink, waste & vent, water piping, rough-in slab, and excavation in Lab Room (per Health Department Requirements)		\$2,439.15

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total ____ L/M ____		
2. Effect of this change on scope of work:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If "No", explain: Entergy didn't review plans prior to letting. They require a lockable junction box with lugs be provided for Entergy to terminate and provide power to the building.			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
7. Is the TCEQ permit approval still valid? (sewer projects only)	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
8. Are the handicapped access requirements/approval still valid? (if applicable)	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
9. Are other Disaster Recovery contractual special condition clearance still valid? (If no, specify):	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



November 12, 2014

Chica & Associates
505 Orleans St.
Suite 106
Beaumont, Texas 77701

Re: Jefferson County Health Clinic
Port Arthur, Texas

N&T Construction Co., Inc. is requesting an additional 15 calendar days to be added to our contract time for delays associated with the City's Plan Review and additional information required from Chica & Associates. There will be no costs associated with the additional requested days. Our revised completion date would be July 26, 2015.

If this is acceptable, please incorporate these days into our contract.

Thank you,

A handwritten signature in cursive script that reads 'L. Williams'.

Lauren Williams
Project Manager



Change Proposal No.: One
 Project: Jefferson County Health Clinic
 Date: October 21, 2014
 Description of Change: Add two drop inlets and 233 LF of 18" HDPE with Cement Stabilized Sand

Description	Unit	Qty	Labour Unit Price	Labour Total	Material Unit Price	Material Total	Equip.	Sub	Totals
TWO (2) PRECAST DROP INLETS									
Silver Eagle: Material - Two Precast Drop Inlets	EA	2	-	-	652.00	1,304.00	-	1,304.00	1,304.00
Silver Eagle: Labor - 4 men for 1 day	MH	32	16.50	528.00	-	-	-	528.00	528.00
Silver Eagle: Equipment - 5 hours	HR	5	-	-	60.00	300.00	-	300.00	300.00
Silver Eagle: Equipment Operator - 5 hours	HR	5	24.00	120.00	-	-	-	120.00	120.00
18" HDPE PIPE & CEMENT STABILIZED SAND									
Silver Eagle: Material - 233 LF	LF	233	-	-	15.22	3,546.26	-	3,546.26	3,546.26
Silver Eagle: Labor - 6 men for 2.5 days	MH	120	16.50	1,980.00	-	-	-	1,980.00	1,980.00
Silver Eagle: Equipment - 8 hours	HR	8	-	-	60.00	480.00	-	480.00	480.00
Silver Eagle: Equipment Operator - 8 hours	HR	8	24.00	192.00	-	-	-	192.00	192.00
Labor Burden: Labor	%	2508	58%	1,454.64	-	-	-	-	1,454.64
Labor Burden: Operator	%	312	42%	131.04	-	-	-	-	131.04
Subcontractor's Fee - 15%	%	10,035.90	15%	1,505.39	-	-	-	-	1,505.39
N&T General Conditions									
Supervision	Days	0	250.00	-	-	-	-	-	-
Cleanup Labor	Hours	0	20.00	-	-	-	-	-	-
Dumpster	Each	0	600.00	-	-	-	-	-	-
Subtotal									
10% Overhead									11,541.33
5% Contractor's Fee									1,154.13
Subtotal Payment & Performance Bonds									
									577.07
TOTAL CHANGE PROPOSAL									
									13,272.52
									132.73
									\$13,405.25

Silver Eagle Construction L.L.C.
 486 Parish Rd
 ORANGE, TX 77632

Estimate

Date	Estimate #
10/21/2014	307

Name / Address
N & T Construction

Project
Jefferson County He...

Description	Qty	Rate	Total
To: N & T Construction Project: Jefferson Co. Health Center Attn: Lauren Williams			
Two additional drop inlets and 223 l. f. of 18" HDPE		11,500.00	11,500.00
Price includes labor, material, and equipment.			
Breakdown:			
Two Additional Drop Inlets:			
Labor: 4 men for 1 day at \$16.50/hr	32 hours	\$16.50/hr	528.00
Material: 2 ea. at \$652.00	2 ea.	\$652/ea.	1,304.00
Equipment: 5 hours at \$60/hr	5 hrs.	\$60/hr	300.00
Equipment Operator: 5 hours at \$24/hr	5 hrs.	\$24/hr.	120.00
18" HDPE Pipe & Cement Stabilized Sand:			
Labor: 6 men for 2.5 days at \$16.50/hr.	120 hrs.	\$16.50/hr.	1,980.00
Material: 233 LF at \$15.22/LF	233LF	\$15.22/hr.	3,546.26
Equipment: 8 hours at \$60/hr.	8 hrs.	\$60/hr.	480.00
Equipment Operator: 8 hours at \$24/hr.	8 hrs.	\$24/hr.	192.00
Labor Burden: Labor	\$2,508.00	58%	\$1,454.64
Labor Burden: Operator	\$312.00	42%	\$131.04
Subcontractor's Fee: 15% OH&P			\$1,505.39
Total			\$11,541.33

Phone #
409-745-5100

Accepted by _____

Date _____



Change Proposal No.: Five
 Project: Jefferson County Health Clinic
 Date: November 6, 2014

Description of Change: Locate and re-route existing water line, excavation and backfill per Proposal #1

Description	Unit	Qty	Labor Unit Price	Labor Total	Material Unit Price	Material Total	Equip.	Sub	Totals
Alcodel Plumbing: Material	LS	1	-	-	326.07	326.07	-	326.07	326.07
Alcodel Plumbing: Labor - Plumber	MH	11.5	32.00	368.00	-	-	-	368.00	368.00
Alcodel Plumbing: Labor - Apprentice	MH	10.5	24.95	261.98	-	-	-	261.98	261.98
Alcodel Plumbing: Excavator	LS	1	-	-	-	-	660.86	660.86	660.86
Alcodel Plumbing: Truck	HR	11.5	-	-	10.00	115.00	-	115.00	115.00
Labor Burden: Plumber	%	368	53%	195.04	-	-	-	195.04	195.04
Labor Burden: Apprentice	%	261.98	53%	138.85	-	-	-	138.85	138.85
Subcontractor's Fee	LS	1	-	-	-	-	-	284.20	284.20
General Conditions									
Supervision	Days	0	250.00	-	-	-	-	-	-
Cleanup Labor	Hours	0	20.00	-	-	-	-	-	-
Dumpster	Each	0	600.00	-	-	-	-	-	-
Subtotal									2,350.00
10% Overhead									235.00
5% Contractor's Fee									117.50
Subtotal									2,702.50
Payment & Performance Bonds									27.03
TOTAL CHANGE PROPOSAL									\$2,729.53

ALCODE PLUMBING LLC.
 1285 W. CARDINAL DRIVE
 BEAUMONT, TX 77705
 TEL 840-6063 FAX 840-6085

REQUEST FOR CHANGE ORDER

NOVEMBER 11, 2014

LAUREN
 N & T CONSTRUCTION

RE: JEFFERSON CO. HEALTH

2. LOCATE AND RE-ROUTE EXISTING WATER LINE , EXCAVATION AND BACKFILL,
 MATERIAL & LABOR.

Breakdown as follows:

Material – water pipe & fittings-----\$326.07

1 - Truck 11 1/2 hours @ \$10.00-----\$115.00

Labor:

1 - Plumber 11 1/2 hours @ \$32.00-----\$368.00

1- Apprentice 10 1/2 hours @ 24.95-----\$261.98

Excavator – locate existing water line , trenching & backfill for new line-----\$660.86

Labor Burden – Plumber-----\$195.04

Labor Burden – Apprentice-----\$138.85

Subcontractor's Fee-----\$284.20

For the sum of \$2,350.00



Change Proposal No.: Four
 Project: Jefferson County Health Clinic
 Date: November 6, 2014

Description of Change: Furnish and install sink, waste & vent, water piping, rough-in below slab, and excavation in room H03 per Proposal #1

Description	Unit	Qty	Labor Unit Price	Labor Total	Material Unit Price	Material Total	Equip.	Sub	Totals
Alcodel Plumbing: Material	LS	1	-	-	782.61	782.61	-	782.61	782.61
Alcodel Plumbing: Labor - Plumber	MH	14.5	32.00	464.00	-	-	-	464.00	464.00
Alcodel Plumbing: Truck	HR	14.5	-	-	10.00	145.00	-	145.00	145.00
Alcodel Plumbing: Excavator	LS	1	-	-	-	-	250.00	250.00	250.00
Labor Burden: Plumber	%	464	53%	245.92	-	-	-	245.92	245.92
Subcontractor's Fee	LS	1	-	-	-	-	-	212.47	212.47
General Conditions									
Supervision	Days	0	250.00	-	-	-	-	-	-
Cleanup Labor	Hours	0	20.00	-	-	-	-	-	-
Dumpster	Each	0	600.00	-	-	-	-	-	-
Subtotal									2,100.00
10% Overhead									210.00
5% Contractor's Fee									105.00
Subtotal									2,415.00
Payment & Performance Bonds									24.15
TOTAL CHANGE PROPOSAL									\$2,439.15

ALCODE PLUMBING LLC.
 1285 W. CARDINAL DRIVE
 BEAUMONT, TX 77705
 TEL 840-6063 FAX 840-6085

REQUEST FOR CHANGE ORDER

NOVEMBER 11, 2014

LAUREN
 N & T CONSTRUCTION

RE: JEFFERSON CO. HEALTH

1. FURNISH AND INSTALL SINK , WASTE & VENT , WATER PIPING AND ROUGH-IN
 BELOW SLAB , EXCAVATION

Breakdown as follows:

Material :

Sink & faucet-----	\$477.25
Copper water piping-----	\$189.75
Pvc waste & vent piping, hangers-----	\$115.61
1 - Truck 14 ½ hours @ \$10.00-----	\$145.00

Labor:

1 - Plumber 14 ½ hours @ \$32.00-----	\$464.00
2 ½ hours to set sink	
2 hours rough in drain below slab	
10 hours to run water piping , vent & hangers above	

Excavator - trenching & backfill for drain-----	\$250.00
---	----------

Labor Burden - Plumber-----	\$245.92
-----------------------------	----------

Subcontractor's Fee-----	\$212.47
--------------------------	----------

FOR THE SUM OF \$2,100.00



D & H ELECTRICAL SERVICES, INC.

635 Langham Rd. * Beaumont, Texas 77707
 Phone (409) 833-3040 * Fax (409) 833-6690
 Email: dhelectric@gt.rr.com
 TECL# 17247

November 20, 2014

Attn: Lauren
 N & T Construction, Inc.
 P.O. Box 269
 Beaumont, Texas 77704

Subject: CHANGE ORDER #2- ENETRGY LUG BOX -REVISED WITH BREAKDOWN

Dear Mrs. Williams,

We propose to furnish all material, labor, and supervision necessary to satisfy the requirements of the above referenced inquiry for a base bid of **ONE THOUSAND FOUR HUNDRED TWENTY FIVE DOLLARS AND 38/100'S (\$1,425.38)** broken down as follows:

Material	
ENTERGY LUG BOX	\$ 733.00
REQUIRED LUGS	\$ 140.00
ADDITIONAL WIRE	\$ 140.00
Labor	
2 JW 2HRS EA @ 40.73 PER HR EA	\$ 162.92
Labor Burden - 39%	\$ 63.53
Subcontractor's Fee - 15%	\$ 185.92
Tax	<u>\$CERTIFICATE</u>
Total	\$ 1,425.38

If Texas sales taxes are not applicable, a current Texas sales tax exemption or resale certificate will be required upon acceptance of this proposal. We appreciate this opportunity to be of service and if you have any questions, please feel free to call. (409) 833-3040

Respectfully Submitted,

Duwayne Herrmann Jr.

NOTES

- 1) FURNISH AND INSTALL JUNCTION BOX AS REQUIRED BY ENTERGY (PHILLIP SCOTT)
- 2) FURNISH AND INSTALL WIRING AND LUGS AS REQUIRED

THIS PROPOSAL IS BASED ON THE PRICES OF COPPER, EMT, LABOR, AND OTHER ELECTRICAL MATERIALS QUOTED TO D & H ELECTRICAL SERVICES, INC. AS OF THE DATE OF THIS PROPOSAL. DUE TO RAPIDLY RISING COPPER, EMT, LABOR, AND OTHER ELECTRICAL MATERIALS PRICES, THIS PROPOSAL IS SUBJECT TO INCREASE IF ANY COPPER, EMT, LABOR, OR OTHER ELECTRICAL MATERIALS INCREASE PRIOR TO THE EXECUTION OF A WRITTEN AGREEMENT, BY THE AMOUNT OF INCREASES QUOTED BY OUR INTENDED SUPPLIERS AND/OR SUBCONTRACTORS. SUCH PRICE INCREASES SHALL BE DOCUMENTED THROUGH COMMERCIAL QUOTES, INVOICES, RECEIPTS OR OTHER SUCH DOCUMENTATION.



D & H ELECTRICAL SERVICES, INC.

635 Langham Rd. * Beaumont, Texas 77707
 Phone (409) 833-3040 * Fax (409) 833-6690
 Email: dhelectric@gt.rr.com
 TECL# 17247

November 20, 2014

Attn: Lauren
 N & T Construction, Inc.
 P.O. Box 269
 Beaumont, Texas 77704

Subject: CHANGE ORDER #1 - ENTERGY POLE RELOCATION -REVISED WITH BREAKDOWN

Dear Mrs. Williams,

We propose to furnish all material, labor, and supervision necessary to satisfy the requirements of the above referenced inquiry for a base bid of **ONE THOUSAND FIVE HUNDRED SEVENTY-SIX DOLLARS AND 47/100'S (\$1,576.47)** broken down as follows:

Material	
8- 4" FEMALE ADAPTERS @ 4.50EA	\$ 36.00
8- 4" PVC CUPLINGS @ 3.63 EA	\$ 29.00
Labor	
2 JW 8HRS EA @ 40.73 EA PER HR	\$ 651.68
8 HRS BACKHOE @ 50.00 PER HR	\$ 400.00
Labor Burden: 39%	\$ 254.16
Subcontractor's Fee	\$ 205.63
Tax	<u>\$CERTIFICATE</u>
Total	\$ 1,576.47

If Texas sales taxes are not applicable, a current Texas sales tax exemption or resale certificate will be required upon acceptance of this proposal. We appreciate this opportunity to be of service and if you have any questions, please feel free to call.
 (409) 833-3040

Respectfully Submitted,

Duwayne Herrmann Jr.

NOTES

- 1) REMOVE CONDUIT FROM TRENCH TO ENTERGY POLE PER PLANS
- 2) DIG TRENCH TO NEW ENTERGY POLE LOCATION
- 3) INSTALL CONDUIT TO NEW LOCATION
- 4) BACKFILL NEW TRENCH AS REQUIRED
- 5) NEW ENTERGY POLE LOCATION AS PER PHILLIP SCOTT (ENTERGY ENGINEER)

THIS PROPOSAL IS BASED ON THE PRICES OF COPPER, EMT, LABOR, AND OTHER ELECTRICAL MATERIALS QUOTED TO D & H ELECTRICAL SERVICES, INC. AS OF THE DATE OF THIS PROPOSAL. DUE TO RAPIDLY RISING COPPER, EMT, LABOR, AND OTHER ELECTRICAL MATERIALS PRICES, THIS PROPOSAL IS SUBJECT TO INCREASE IF ANY COPPER, EMT, LABOR, OR OTHER ELECTRICAL MATERIALS INCREASE PRIOR TO THE EXECUTION OF A WRITTEN AGREEMENT, BY THE AMOUNT OF INCREASES QUOTED BY OUR INTENDED SUPPLIERS AND/OR SUBCONTRACTORS. SUCH PRICE INCREASES SHALL BE DOCUMENTED THROUGH COMMERCIAL QUOTES, INVOICES, RECEIPTS OR OTHER SUCH DOCUMENTATION.



AGENDA ITEM

December 1, 2014

Airport

**Receive and file executed Air Monitoring Site Agreement
between Jefferson County and Texas Commission on
Environmental Quality.**

Bryan W. Shaw, Ph.D., P.E., *Chairman*
 Toby Baker, *Commissioner*
 Zak Covar, *Commissioner*
 Richard A. Hyde, P.E., *Executive Director*



Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

Air Monitoring Site Agreement

582-14-45007

The Jefferson County Airport (hereafter the "Licensor") hereby agrees to permit the Texas Commission on Environmental Quality (hereafter the "Licensee" or the "TCEQ") to locate and operate a continuous air monitoring station on land owned by the Licensor at the Jefferson County Airport on Highway 365 in Nederland, Texas (the "Property"). In consideration for such permission, the TCEQ shall provide the Licensor full access, via the TCEQ web page (<http://www.tceq.state.tx.us/nav/data/aq-data.html>), to the monitoring information gathered by TCEQ from the air monitoring station situated at the Property. The term of this Agreement is five years from the date this Agreement is executed, and at the end of the term, this Agreement automatically renews for additional five-year periods thereafter, unless written notice of Termination is provided by one of the parties.

1. Equipment Site Location at the Property ("the Site")

The equipment is approximately 400 meters away from Highway 365 located on the property of the Licensor, and is no more than 100 yards from the South East Texas Regional Planning Commission existing site at this area, as seen in Exhibit A.

2. Air Monitoring Equipment

The proposed method of monitoring is with a continuous air monitoring system housed in an aluminum utility trailer with metal roof plus auxiliary equipment outside the trailer, including a 10-meter weather tower. The station requires approximately 1600 square feet of ground space covered with a site pad (e.g., six inches of limestone). The trailer is environmentally controlled and contains instrumentation as deemed appropriate by the TCEQ as well as peripherals required for the proper operation of the instruments.

3. Provision for Utilities

The TCEQ arranges and pays for phone and electrical installation and service.

582-14-45007

4. Occupation of the Station

The station is normally unmanned, except for routine maintenance visits by TCEQ staff, agents or contractors (except for visits described under Section 5, "Right of Access") occurring approximately twice a week.

5. Right of Access

The TCEQ, its employees, agents, and equipment service contractors have the right of ingress and egress to the property, during regular working hours and when issues related to the site arise, including equipment and utility malfunctions and emergencies, at the direction of the Licensor's or its staff maintaining or in possession of the property, subject to the Licensor's property management policies and practices, and not inconsistent with the Licensor's primary use of the Property and other operations incident thereto.

6. Liability and Indemnity

The TCEQ acknowledges that it is not an agent, servant, or employee of the Licensor, and that it is responsible for its own acts and deeds and for those of its agents, servants or employees to the extent provided by the Texas Tort Claims Act, Civ. Rem & Prac. Code ' Title 5 Chapter 101 (Vernon's 2000), provided the legislature appropriates funds to satisfy any such claims. Any provision in this Agreement creating a debt against the State is void ab initio. Further, in no way do the foregoing declarations waive the State's sovereign immunity.

7. Restoration of Property

The TCEQ shall make reasonable repairs and/or replace any property of the Licensor damaged by the TCEQ's operations conducted at the Site, to the extent funds are made available by the Texas Legislature for such purpose. Upon removal of the TCEQ equipment, and at the request of the Licensor, the TCEQ shall restore the Site to the condition it was in prior to the installation of the monitoring equipment, to the extent funds are made available by the Texas Legislature for such purpose. If the Licensor requests that TCEQ leave any items in place, such as the site pad, the Licensor will be solely responsible for the items left in place, in the condition that they are left in place.

8. Equipment to Remain the Property of the TCEQ

All equipment installed at the Site to support TCEQ's air monitoring operations (whether or not said equipment constitutes a fixture under Texas Property Code) shall remain the property of the TCEQ.

9. Notice of Termination

If the Licensor wishes to terminate this Agreement and reclaim possession and use of the Site, the Licensor shall give the TCEQ 45 days written notice of Termination. Under such circumstances, Licensor shall make a reasonable effort to assist TCEQ in locating an alternative Site in the general vicinity. The TCEQ may also terminate this Agreement upon 30 days written notice to the Licensor.

582-14-45007

10. Removal of Equipment

Within 60 days of receiving Notice of Termination of this Agreement, the TCEQ shall remove any equipment placed at the Site pursuant to this Agreement.

11. Sovereign Immunity

The Licensor agrees that by entering this Agreement, TCEQ does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages. The parties agree that all claims, suits, or obligations arising under or related to this Agreement are subject and limited to the availability of funds appropriated by the Texas legislature for that respective claim, suit, or obligation.

12. Severability

The fact that a particular provision is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions and the Agreement will continue to be binding on both parties. Any provision that is held to be void or unenforceable will be replaced with language that is as close as possible to the intent of the original provision.

13. Entire Agreement

This Agreement constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended except by written instrument duly signed by both of the parties.

IN WITNESS WHEREOF, TCEQ and Licensor have signed this Agreement.

Texas Commission on Environmental Quality

Licensor

By:

By:


Signature


Signature

Richard C. Chism
Printed Name

JEFF R. BRANICK
Printed Name

Director, Monitoring Division
Title

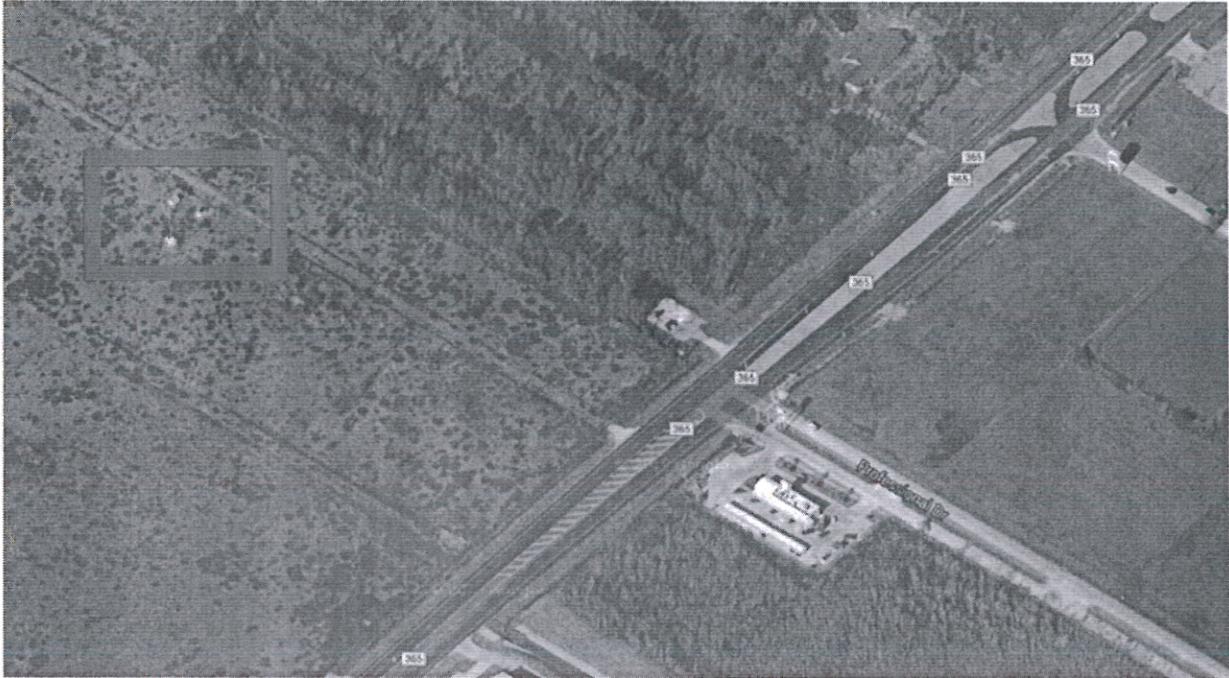
County Judge
Title

11/20/2014
Date Signed

11-17-2014
Date Signed

582-14-45007

Exhibit A



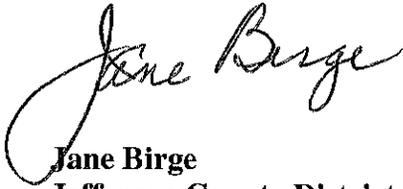
November 21, 2014

Patrick Swain, County Auditor
C/o Fran Lee, Financial Manager
1149 Pearl Street
7th Floor
Beaumont, Texas 77701

Fran,

Please transfer monies from 120-2031-414-1002 (ASSISTANTS & CLERKS) to 120-2031-414-6002 (CAPITAL-COMPUTER EQUIPMENT) to cover replacement of 10 computers. The amount to transfer is \$15,000.00.

Respectfully,

A handwritten signature in cursive script that reads "Jane Birge". The signature is written in black ink and is positioned above the printed name and title.

Jane Birge
Jefferson County District Clerk


Pricing Proposal

Quotation #:	8858347
Description:	Office 2013-District Clerk
Created On:	Nov-21-2014
Valid Until:	Nov-30-2014

Texas Govt
Vanessa Lachney

Phone: 4098358447

Fax:

Email: vlachney@co.jefferson.tx.us

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Microsoft Office Professional Plus 2013 - license Microsoft - Part#: 79P-04712 Note: 5121 - City of Denton MS Select Plus	10	\$328.20	\$3,282.00
Total			\$3,282.00

Additional Comments
Retrieve your quote:
<https://www.publicsector.shidirect.com/Quotes/QuoteInfo.aspx>

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.



PCMG, Inc.

14120 Newbrook Drive, Suite 100 - Chantilly, VA 20151

Duns #: 12-936-5420
Tax ID #: 33-0964088

PRICE QUOTATION

ACCOUNT MANAGER
Jason Willett
T: (800) 625-5468 x 38086
F: (310) 630-6518
jason.willett@pcmg.com

BILL TO
Jefferson County Auditors Off
Accounts Payable
1149 Pearl St., 7th Fl.
BEAUMONT, TX 77701
409-835-8447

QUOTE TOTAL: \$10,950.00
QUOTE NO.: S8905374
ATTN: VANESSA LACHNEY
ACCOUNT NO.: 32228900
PROJECT/REF.: COUNTY CLERK
QUOTE DATE: 21-Nov-14
QUOTE EXPIRES: 11-Dec-14

LN	QTY	MFR	PCMG NO.	MFR NO.	DESCRIPTION	CONTRACT	QUOTE PRICE	EXT. PRICE
1	10	DELL		210-ACRX	DELL OPTI/PEX 7020 MT CTO		\$1,095.00	\$10,950.00
					PRICE INCLUDES AMD RADEON R5 240 VIDEO CARD, 24" DELL MONITOR AND SOUNDBAR AND DELL 3 YEAR WARRANTY			
					VIA: UPS GROUND			
					DELIVER TO: 1149 PEARL STREET			

ORDERING INSTRUCTIONS / SPECIAL NOTES

Please make your purchase order out to 'PCMG, Inc.' (i.e. not 'PC Mail' or 'Macmail').
P.O. must include the quote number (i.e. S123456), part numbers, a signature, and payment terms (Net 30).
Please *e-mail* (jason.willett@pcmg.com) or fax (310-630-6518 purchase order to 'Attn: JASON WILLETT'. E-mail is preferred.
Software licenses: purchase orders must include an *e-mail address* and an end-user name, or order may be delayed.

SUBTOTAL: \$10,950.00
TAX: \$0.00
FREIGHT: \$0.00
TOTAL: \$10,950.00

PLEASE REMIT PAYMENT TO:
PCMG, Inc.
File 55327
Los Angeles, CA 90074-5327

Prices are subject to change without notice.

Patrick Swain

From: Patrick Swain <pswain@co.jefferson.tx.us>
Sent: Monday, November 24, 2014 12:17 PM
To: 'Jeff Branick'; 'Commissioner Alfred'; 'Eddie Arnold'; 'Commissioner Michael Sinegal'; 'Brent Weaver'
Cc: Don Rao (drao@co.jefferson.tx.us); 'jhughes@co.jefferson.tx.us'; Fran Lee (flee@co.jefferson.tx.us)
Subject: RE: Pavilion Seating Repairs

We can place an item on the agenda for reallocation of capital project funds from the Ford Park parking lot (\$200,00) to pavilion seat repairs (\$25,000). We would then have to build the parking lot for \$175,000.

Patrick Swain

From: Jeff Branick [mailto:jbranick@co.jefferson.tx.us]
Sent: Monday, November 24, 2014 11:09 AM
To: 'Patrick Swain'; 'Commissioner Alfred'; 'Eddie Arnold'; 'Commissioner Michael Sinegal'; 'Brent Weaver'
Subject: FW: Pavilion Seating Repairs

fyi

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

From: John Hughes [mailto:jhughes@fordpark.com]
Sent: Monday, November 24, 2014 10:14 AM
To: Jeff Branick
Subject: Fwd: Pavilion Seating Repairs

Judge- there are 250 broken seats at the pavilion that we have held off repairing each year until we had a confirmed concert that would require the seats. That time has come, we will be announcing a Jason Aldean date in the pavilion tomorrow at 7:30am. Based on how this show has been selling, and it's history from 2010 pavilion show, it did over 10,000 paid, will require every reserved seat to be functional and available for sale. The seats hinges and bottoms run approx. \$100/ea., so we will need \$25,000 to make these repairs. The last time we had to order seat parts for the pavilion it took almost 4 months from order to delivery. The Aldean date is mid May. We will need to make this order within the next few weeks. Please speak with Patrick and see if there are funds available to capitalize this purchase. I will have a firm quote on the parts and delivery by next week.

Sent from my iPhone

Begin forwarded message:

From: "Danny Broussard" <dbroussard@fordpark.com>
Date: November 24, 2014 at 9:12:57 AM CST
To: "John Hughes" <jhughes@fordpark.com>
Subject: Pavilion Seating Repairs

There is a total of 250 broken seats at Ford Pavilion.

This quote is still accurate.

Danny Broussard

Director of Operations

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	316.85	401349	
WARREN'S DO-NUTS	84.46	401412	401.31**
ROAD & BRIDGE PCT.#1			
AT&T	61.64	401338	
EDDIE ARNOLD	546.88	401407	608.52**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	1,555.89	401279	
FRED MILLER STORES	1,002.60	401317	
MUNRO'S	36.90	401318	
KNIFE RIVER	1,884.00	401421	
NEW WAVE WELDING TECHNOLOGY	6.82	401426	
METAL INSTALLATION	20,091.00	401473	24,577.21**
ROAD & BRIDGE PCT. # 3			
ABLE FASTENER, INC.	132.06	401268	
CERTIFIED LABORATORIES	827.50	401287	
DYNAMIC POWER SYSTEM, INC.	360.46	401294	
FARM & HOME SUPPLY	28.76	401296	
GULF COAST AUTOMOTIVE, INC.	26.55	401300	
MUNRO'S	18.23	401318	
OFFICE DEPOT	6.78	401322	
PHILPOTT MOTORS, INC.	51.25	401327	
TIME WARNER COMMUNICATIONS	82.51	401344	
MATHESON TRI-GAS	86.20	401350	
STRATTON INC.	49.77	401357	
SOUTHERN TIRE MART, LLC	140.00	401362	
DEPARTMENT OF INFORMATION RESOURCES	.31	401371	
LOWE'S HOME CENTERS, INC.	5.82	401388	1,816.20**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	1,087.60	401273	
CITY OF BEAUMONT - WATER DEPT.	19.03	401288	
ENTERGY	1,078.84	401301	
M&D SUPPLY	15.02	401314	
MUNRO'S	68.16	401318	
PHILPOTT MOTORS, INC.	321.75	401327	
SMART'S TRUCK & TRAILER, INC.	225.78	401336	
DEPARTMENT OF INFORMATION RESOURCES	.17	401371	
SIERRA SPRING WATER CO. - BT	26.78	401381	
US POSTAL SERVICE	147.00	401384	
ON TIME TIRE	105.00	401455	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	264.42	401467	3,359.55**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	4.82	401380	4.82**
PARKS & RECREATION			
ENTERGY	237.05	401301	
CASH ADVANCE ACCOUNT	80.00	401308	
LOWE'S HOME CENTERS, INC.	24.00	401388	341.05**
GENERAL FUND			
TAX OFFICE			
GUARDIAN FORCE	157.00	401269	
HERNANDEZ OFFICE SUPPLY, INC.	2,039.00	401304	
OFFICE DEPOT	1,927.25	401322	
ACE IMAGEWEAR	20.69	401334	
DEPARTMENT OF INFORMATION RESOURCES	.05	401371	
UNITED STATES POSTAL SERVICE	1,707.52	401380	5,851.51*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT FAMILY PRACTICE ASSOC.	195.00	401283	
UNITED STATES POSTAL SERVICE	28.19	401380	223.19*
AUDITOR'S OFFICE			
FED EX	41.41	401297	
SUNGARD PUBLIC SECTOR USERS' GROUP	195.00	401303	
UNITED STATES POSTAL SERVICE	22.77	401380	259.18*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	341.87	401380	341.87*
COUNTY JUDGE			
TERRENCE HOLMES	500.00	401305	
CASH ADVANCE ACCOUNT	154.44	401308	
OFFICE DEPOT	315.67	401322	
GEORGE E. GROVES M.D.	350.00	401368	
UNITED STATES POSTAL SERVICE	1.60	401380	
RACHEL GROVE	500.00	401433	
GRACE NICHOLS	2,050.00	401434	
FRANCES BLAIR BETHEA	500.00	401442	
HARVEY L WARREN III	1,600.00	401444	
SNIDER LAW FIRM PLLC	500.00	401466	6,471.71*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	14.35	401380	14.35*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	167.75	401380	167.75*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	1.19	401380	1.19*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	401269	
CASH ADVANCE ACCOUNT	910.00	401308	
SPINDLETOP MHMR	32,990.75	401312	
TIME WARNER COMMUNICATIONS	486.54	401345	
MCGRIFF, SEIBELS & WILLIAMS OF TX	725.00	401391	
CROWN CASTLE INTERNATIONAL	1,372.63	401398	
JOHN PAUL'S	123.60	401440	
DYNAMEX INC	217.46	401464	36,861.98*
DATA PROCESSING			
VERIZON WIRELESS	75.98	401377	
TODD L. FREDERICK	357.84	401382	433.82*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	393.84	401380	393.84*
ELECTIONS DEPARTMENT			
CDW COMPUTER CENTERS, INC.	1,141.00	401369	
ELECTION SYSTEMS & SOFTWARE, INC.	1,760.00	401372	
UNITED STATES POSTAL SERVICE	130.08	401380	3,031.08*
DISTRICT ATTORNEY			
OLD REPUBLIC SURETY COMPANY	100.00	401323	
TEXAS DISTRICT & COUNTY ATTY ASSN.	700.00	401346	
UNITED STATES POSTAL SERVICE	497.72	401380	
CHILD ABUSE & FORENSIC SERVICES	125.00	401386	
RECALL TOTAL INFORMATION MANAGEMENT	607.77	401397	
LESLIE JONES	68.32	401462	2,098.81*
DISTRICT CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	61.52	401322	
UNITED STATES POSTAL SERVICE	350.81	401380	412.33*
CRIMINAL DISTRICT COURT			
RIFE KIMLER, LAW OFFICE OF	800.00	401310	
RICARDO VEGA	200.00	401351	
RONALD E. LANIER	800.00	401364	
UNITED STATES POSTAL SERVICE	16.61	401380	1,816.61*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	7.19	401380	7.19*
172ND DISTRICT COURT			
CASH ADVANCE ACCOUNT	618.25	401308	
UNITED STATES POSTAL SERVICE	20.51	401380	638.76*
252ND DISTRICT COURT			
RIFE KIMLER, LAW OFFICE OF	800.00	401310	
MARSHA NORMAND	630.00	401320	
UNITED STATES POSTAL SERVICE	81.28	401380	
SUMMER TANNER	302.15	401417	
KIMBERLY R. BROUSSARD	5,238.00	401428	
RYAN GERTZ	600.00	401441	
JAMES R. MAKIN, P.C.	4,576.68	401453	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	401454	12,823.11*
279TH DISTRICT COURT			
ANGELA L MORMAN	210.00	401422	210.00*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.48	401380	
JUDY PAASCH	2,278.33	401406	
ALAN D M'LEMORE	500.00	401476	2,778.81*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	26.80	401380	26.80*
JUSTICE COURT-PCT 2			
CASH ADVANCE ACCOUNT	379.37	401308	
ALLSTAR INSURANCE AGENCY, INC.	71.00	401373	450.37*
JUSTICE COURT-PCT 4			
OFFICE DEPOT	45.82	401322	
DEPARTMENT OF INFORMATION RESOURCES	.32	401371	46.14*
JUSTICE COURT-PCT 6			
CASH ADVANCE ACCOUNT	183.00	401308	
UNITED STATES POSTAL SERVICE	33.24	401380	
CLASSIC FORMS AND PRODUCTS	99.00	401395	315.24*
JUSTICE COURT-PCT 7			
AT&T	29.72	401338	
DEPARTMENT OF INFORMATION RESOURCES	.23	401371	29.95*
COUNTY COURT AT LAW NO.1			
CDW COMPUTER CENTERS, INC.	63.49	401369	
UNITED STATES POSTAL SERVICE	.41	401380	63.90*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	350.00	401271	

NAME	AMOUNT	CHECK NO.	TOTAL
JOHN D WEST	250.00	401374	
UNITED STATES POSTAL SERVICE	25.73	401380	
MATUSKA LAW FIRM	500.00	401469	
SAMUEL & SON LAW FIRM PLLC	250.00	401472	
COUNTY COURT AT LAW NO. 3			1,375.73*
GAYLYN COOPER	750.00	401271	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	300.00	401282	
THOMAS J. BURBANK, P.C.	250.00	401285	
TERRENCE HOLMES	300.00	401305	
OFFICE DEPOT	271.65	401322	
MARVA PROVO	300.00	401330	
NATHAN REYNOLDS, JR.	250.00	401332	
KEVIN S. LAINE	300.00	401365	
UNITED STATES POSTAL SERVICE	57.06	401380	
THE LEWIS LAW FIRM	540.00	401423	
DUSTIN R. GALMOR	250.00	401452	
SAMUEL & SON LAW FIRM PLLC	250.00	401472	
COURT MASTER			3,818.71*
VERIZON WIRELESS	105.16	401377	
UNITED STATES POSTAL SERVICE	1.22	401380	
MEDIATION CENTER			106.38*
OFFICE DEPOT	170.45	401322	
UNITED STATES POSTAL SERVICE	11.23	401380	
SHERIFF'S DEPARTMENT			181.68*
HERNANDEZ OFFICE SUPPLY, INC.	43.00	401304	
MCNEILL INSURANCE AGENCY	142.00	401315	
OFFICE DEPOT	56.30	401322	
KEESHA GUILLORY	300.00	401366	
DEPARTMENT OF INFORMATION RESOURCES	.76	401371	
VERIZON WIRELESS	3,188.88	401376	
UNITED STATES POSTAL SERVICE	1,357.13	401380	
FIVE STAR FEED	149.65	401396	
CALDWELL COUNTRY CHEVROLET	53,000.00	401410	
ATTABOY TERMITE & PEST CONTROL	55.00	401438	
CRIME LABORATORY			58,292.72*
FISHER SCIENTIFIC	14.43	401298	
MCNEILL INSURANCE AGENCY	71.00	401315	
ASCLD / LAB, INC.	140.00	401367	
CDW COMPUTER CENTERS, INC.	976.26	401369	
VERIZON WIRELESS	37.99	401376	
LIPOMED	207.00	401448	
JULIE HANNON	600.00	401461	
ALL BUSINESS MACHINES INC	87,764.81	401474	
JAIL - NO. 2			89,811.49*
BOB BARKER CO., INC.	497.50	401281	
BEAUMONT TRACTOR COMPANY	336.75	401284	
COBURN'S, BEAUMONT BOWIE (1)	415.26	401291	
HERNANDEZ OFFICE SUPPLY, INC.	10,500.00	401304	
M&D SUPPLY	54.48	401314	
OFFICE DEPOT	314.78	401322	
PETTY CASH - SHERIFF'S OFFICE	205.00	401326	
SANITARY SUPPLY, INC.	2,030.45	401333	
SHERWIN-WILLIAMS	109.02	401335	
SUTHERLAND LUMBER CO.	29.95	401341	
WASTE MGT. GOLDEN TRIANGLE, INC.	4,016.76	401354	
CDW COMPUTER CENTERS, INC.	357.50	401369	
DEPARTMENT OF INFORMATION RESOURCES	9.22	401371	
LOWE'S HOME CENTERS, INC.	73.15	401388	
C S & A - FRANKLIN	11,442.00	401403	
BELT SOURCE	293.69	401413	
KUSA AVIATION	37.34	401414	

NAME	AMOUNT	CHECK NO.	TOTAL
AIRGAS SOUTHWEST	395.85	401425	
ACT PIPE AND SUPPLY	155.78	401430	
FIRETROL PROTECTION SYSTEMS, INC.	608.00	401431	
KUBOTA TRACTOR CORPORATION	12,263.60	401443	
ORALINE INC	2,772.00	401450	
INDUSTRIAL & COMMERCIAL MECHANICAL	406.25	401457	
CONMED INC	264,160.00	401460	
			311,484.33*
JUVENILE PROBATION DEPT.			
EDWARD B. GRIPON, M.D., P.A.	450.00	401299	
VERIZON WIRELESS	66.50	401377	
UNITED STATES POSTAL SERVICE	8.79	401380	
ROSE CHAISSON	35.28	401432	
			560.57*
JUVENILE DETENTION HOME			
OAK FARM DAIRY	229.50	401363	
FLOWERS FOODS	67.90	401399	
ATTABOY TERMITE & PEST CONTROL	80.00	401438	
			377.40*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	743.40	401308	
OFFICE DEPOT	196.36	401322	
VERIZON WIRELESS	227.94	401377	
UNITED STATES POSTAL SERVICE	70.17	401380	
			1,237.87*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	401377	
SILSBEE FORD INC	29,968.77	401465	
			30,082.74*
CONSTABLE-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.11	401371	
VERIZON WIRELESS	113.97	401377	
			114.08*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	401377	
UNITED STATES POSTAL SERVICE	14.74	401380	
			128.71*
CONSTABLE PCT. 7			
AT&T	29.72	401338	
VERIZON WIRELESS	113.97	401377	
			143.69*
CONSTABLE PCT. 8			
OFFICE DEPOT	67.12	401322	
VERIZON WIRELESS	113.97	401377	
			181.09*
HEALTH AND WELFARE NO. 1			
HOME FURNITURE COMPANY	399.99	401267	
CITY OF BEAUMONT	40.00	401278	
CALVARY MORTUARY	1,500.00	401286	
CLAYBAR FUNERAL HOME, INC.	1,968.00	401290	
ENTERGY	70.00	401302	
AUSTIN CECIL WALKES MD PA	3,245.08	401353	
UNITED STATES POSTAL SERVICE	100.68	401380	
RACHEL DRAGULSKI	45.36	401389	
			7,369.11*
HEALTH AND WELFARE NO. 2			
OFFICE DEPOT	454.53	401322	
PHYSICIAN SALES & SERVICE, INC.	50.86	401328	
AT&T	29.72	401338	
AUSTIN CECIL WALKES MD PA	3,245.08	401353	
MARCUS UNIFORMS	273.85	401415	
BONNIE SWAIN	17.92	401449	
			4,071.96*
NURSE PRACTITIONER			

NAME	AMOUNT	CHECK NO.	TOTAL
GEORGE V. ZUZUKIN, M.D.	1,000.00	401275	1,000.00*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.84	401371	.84*
INDIGENT MEDICAL SERVICES			
KINGS PHARMACY	228.04	401277	
OFFICE DEPOT	887.19	401322	1,115.23*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	87.50	401266	
GUARDIAN FORCE	72.00	401269	
CITY OF BEAUMONT - WATER DEPT.	8,282.26	401288	
ENERGY	46,419.80	401301	
M&D SUPPLY	187.52	401314	
FRED PRYOR SEMINARS & CAREER TRACK	128.00	401331	
SANITARY SUPPLY, INC.	2,225.38	401333	
ACE IMAGEWEAR	336.71	401334	
AT&T	4,925.04	401338	
TEXAS DEPT OF LICENSING &	200.00	401347	
DEPARTMENT OF INFORMATION RESOURCES	7,112.82	401371	
THOMAS A/C SUPPLY, INC.	133.01	401375	
AT&T GLOBAL SERVICES	2,763.00	401392	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	401463	95,560.80*
MAINTENANCE-PORT ARTHUR			
GUARDIAN FORCE	75.00	401269	
JESUS LOCKSMITH	95.00	401270	
JOHNSTONE SUPPLY	2,039.44	401274	
CITY OF PORT ARTHUR - WATER DEPT.	435.92	401289	
NOACK LOCKSMITH	67.50	401319	
AT&T	41.70	401338	
DEPARTMENT OF INFORMATION RESOURCES	5.15	401371	
SOLAR	118.20	401383	
LOWE'S HOME CENTERS, INC.	552.36	401388	
PARKER LUMBER	280.19	401447	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	401463	6,235.06*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	83.25	401334	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	401356	
DEPARTMENT OF INFORMATION RESOURCES	.03	401371	
CENTERPOINT ENERGY RESOURCES CORP	25.81	401408	188.21*
SERVICE CENTER			
J.K. CHEVROLET CO.	25.35	401306	
KINSEL FORD, INC.	58.63	401311	
OVERHEAD DOOR CO.	187.75	401325	
WASTE MGT. GOLDEN TRIANGLE, INC.	83.24	401355	
VERIZON WIRELESS	42.00	401377	
FIRST CALL	1,195.61	401390	
HERRERA'S EMERGENCY LIGHTING	300.00	401394	
BUMPER TO BUMPER	242.25	401405	
GHX INDUSTRIAL LLC	96.05	401424	
AMERICAN TIRE DISTRIBUTORS	1,162.16	401429	
LIBERTY TIRE RECYCLING LLC	61.95	401436	
INTERSTATE ALL BATTERY CENTER - BMT	429.78	401437	
SPANKY'S WRECKER SERVICE INC	125.00	401456	4,009.77*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	42.46	401380	42.46*
MOSQUITO CONTROL FUND			693,260.12**
GREYHOUND PACKAGE EXPRESS	111.15	401276	

NAME	AMOUNT	CHECK NO.	TOTAL
JACK BROOKS REGIONAL AIRPORT	446.32	401307	
MUNRO'S	197.90	401318	
POSTMASTER	117.60	401329	
DEPARTMENT OF INFORMATION RESOURCES	.18	401371	873.15**
BREATH ALCOHOL TESTING			
CASH ADVANCE ACCOUNT	366.00	401308	366.00**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	613.35	401385	
JUDY PAASCH	50.00	401406	663.35**
LAW LIBRARY FUND			
YVONNE COOPER	150.00	401293	
JONES MCCLURE PUBLISHING, INC.	286.00	401309	436.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	39.75	401337	
STAR GRAPHICS SHARP	100.00	401339	139.75**
GRT N MENTAL HEALTH SVCS			
CORNELL CORRECTIONS OF TEXAS	5,487.89	401468	5,487.89**
JUVENILE TJPC-A-2014-123			
AZLEWAY, INC.	4,591.41	401280	
HAYS COUNTY	13,790.00	401360	
BI INCORPORATED	1,169.76	401370	
VERIZON WIRELESS	32.00	401377	
BRIA LYNCH	10.64	401427	
JOHN ANDERSON	159.60	401446	
CORNELL CORRECTIONS OF TEXAS	4,591.41	401468	24,344.82**
JUVENILE PROB & DET. FUND			
AZLEWAY, INC.	4,591.41	401280	
GLEN MILLS SCHOOLS	4,335.66	401316	
HAYS COUNTY	14,910.00	401360	
VERIZON WIRELESS	32.00	401377	
HARRISON COUNTY JUVENILE SERVICES	2,790.00	401387	
CORNELL CORRECTIONS OF TEXAS	740.55	401468	
GRAYSON COUNTY DEPT OF JUVENILE	4,292.00	401475	31,691.62**
IV-E FOSTER CARE			
VERIZON WIRELESS	58.92	401376	58.92**
COMMUNITY SUPERVISION FND			
EARNEST D. PERRY	64.96	401272	
CASH ADVANCE ACCOUNT	342.20	401308	
OLMSTED-KIRK PAPER	587.00	401324	
PAMELA G. STEWART	48.30	401340	
TIME WARNER COMMUNICATIONS	78.13	401343	
DEPARTMENT OF INFORMATION RESOURCES	2.13	401371	
VERIZON WIRELESS	120.54	401377	
UNITED STATES POSTAL SERVICE	93.86	401380	
JCCSC	150.00	401451	1,487.12**
JEFF. CO. WOMEN'S CENTER			
CASH ADVANCE ACCOUNT	430.05	401308	
LUBE SHOP	41.24	401313	
SYSCO FOOD SERVICES, INC.	2,623.24	401342	
BURT WALKER PARTNERS, LTD	4,500.00	401352	
DEPARTMENT OF INFORMATION RESOURCES	.36	401371	
VERIZON WIRELESS	32.00	401377	
TOWER COMMUNICATIONS, INC.	60.00	401378	

NAME	AMOUNT	CHECK NO.	TOTAL
BEN E KEITH FOODS	1,762.32	401401	
SAM'S CLUB DIRECT	118.08	401458	
REGIONAL COMM. SAVNS			9,567.29**
DEPARTMENT OF INFORMATION RESOURCES	533.28	401371	
COUNTY RECORDS MANAGEMENT			533.28**
UNITED STATES POSTAL SERVICE	.81	401380	
VISTA SG	12,730.80	401420	
CHEEK H2O & SEWER PHASE 3			12,731.61**
ACTION CIVIL ENGINEERS PLLC	9,000.00	401470	
J.P. COURTROOM TECH. FUND			9,000.00**
VERIZON WIRELESS	152.06	401377	
HOTEL OCCUPANCY TAX FUND			152.06**
MUNRO'S	49.75	401318	
TRI-CITY COFFEE SERVICE	87.80	401349	
DEPARTMENT OF INFORMATION RESOURCES	6.86	401371	
VERIZON WIRELESS	37.99	401377	
CAPITAL PROJECTS FUND			182.40**
BAILEY'S ARCHITECTS INC	12,450.64	401418	
AIRPORT FUND			12,450.64**
ALL-PHASE ELECTRIC SUPPLY	46.10	401292	
EASTEX RUBBER & GASKET	102.15	401295	
OVERHEAD DOOR CO.	182.50	401325	
SANITARY SUPPLY, INC.	231.92	401333	
TRI-CON, INC.	1,122.17	401348	
WASTE MGT. GOLDEN TRIANGLE, INC.	732.45	401354	
WHITE TIRE	344.00	401358	
BUBBA'S AIR CONDITIONING	60.00	401359	
GARSITE	115.80	401361	
DEPARTMENT OF INFORMATION RESOURCES	.15	401371	
VERIZON WIRELESS	75.98	401377	
LOWE'S HOME CENTERS, INC.	438.88	401388	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	1,173.95	401393	
SHERWIN INDUSTRIES INC	27.80	401416	
DISH NETWORK	85.62	401419	
AMERICAN TIRE DISTRIBUTORS	407.80	401429	
JAN PAK, INC	479.95	401435	
INTERSTATE ALL BATTERY CENTER - BMT	338.70	401437	
UNIFIRST HOLDINGS INC	97.70	401439	
CRAWFORD ELECTRIC SUPPLY COMPANY	155.00	401459	
EASTERN AVIATION FUELS INC	109,676.87	401471	
AIRPORT IMPROVE. GRANTS			115,895.49**
GARVER LLC	56,385.60	401445	
SETEC FUND			56,385.60**
ALLIANCE MECHANICAL SERVICES	4,000.00	401404	
LIABILITY CLAIMS ACCOUNT			4,000.00**
CASH ADVANCE ACCOUNT	50.00	401308	
WORKER'S COMPENSATION FD			50.00**
TRISTAR RISK MANAGEMENT	5,077.01	401409	
SHERIFF'S FORFEITURE FUND			5,077.01**

NAME	AMOUNT	CHECK NO.	TOTAL
AVALEX TECHNOLOGIES	786.00	401400	
GANDER MOUNTAIN COMPANY	949.99	401411	
CNTY & DIST COURT TECH FD			1,735.99**
VERIZON WIRELESS	189.97	401377	
MARINE DIVISION			189.97**
JACK BROOKS REGIONAL AIRPORT	2,887.04	401307	
DEPARTMENT OF INFORMATION RESOURCES	202.24	401371	
VERIZON WIRELESS	341.91	401376	
ASAP - CONSTABLE PCT 8			3,431.19**
CODE BLUE	110.00	401402	
			110.00**
			1,021,409.93***

**AGENDA ITEM****December 1, 2014**

Consider, possibly approve and authorize the County Judge to execute a GLO Contract No. 13-242-000-7440, CEPRA No. 1530, Amendment No. 1.(Texas Coastal Management Program)



Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.475.4308 – Scottie.aplin@glo.texas.gov

TRANSMITTAL OF DOCUMENTS – NOVEMBER 10, 2014

The Honorable Jeff Branick
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

RE: GLO CONTRACT No. 13-242-000-7440, CEPRA No. 1530, AMENDMENT No. 1

Dear Honorable Branick:

Enclosed concerning the GLO document referenced above are duplicate original documents. Please have them signed where indicated by an official authorized to bind your entity, and **return them both**, directly to my attention, in the enclosed envelope. I will promptly return one fully-executed document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 475-4308 or by email at scottie.aplin@glo.texas.gov.

Best regards,

Susan Lypton Hines

FOR

Scottie C. Aplin
Staff Attorney
GLO Legal Services Division

enclosures



**SUBRECIPIENT GRANT AGREEMENT
CEPRA PROJECT NO. 1530
GLO CONTRACT NO. 13-242-000-7440
AMENDMENT NO. 1**

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

The **GENERAL LAND OFFICE** (“GLO”) and **JEFFERSON COUNTY** (“Subrecipient”), each a “Party” and collectively “the Parties,” Parties to that certain Texas Coastal Management Program (“CMP”) Cycle 17 grant subaward effective on October 1, 2012, and denominated GLO Contract No. 13-242-000-7440, (the “Contract”), as amended, now desire to further amend the Contract.

WHEREAS, an audit identified an incomplete funding description in the contract; and

WHEREAS, the revision to the Contract will result in no additional encumbrance of grant funds;

NOW, THEREFORE, the Parties hereby agree to amend and modify the Contract as follows:

1. **SECTION 4.02** of the Contract, **CEPRA ACCOUNT**, is here retitled as “**CEPRA ACCOUNT AND OTHER FUNDING SOURCES**” and amended and modified by adding the following funding statement:

“An additional **TWO MILLION DOLLARS (\$2,000,000.00)** will be contributed to the project as provided for under U.S. Fish and Wildlife Financial Assistance Award F12AF01312.”

2. This Amendment No. 1 shall be effective as of May 3, 2013.
3. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
GLO CONTRACT NO. 13-242-000-7440

GENERAL LAND OFFICE

JEFFERSON COUNTY

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

By: _____
Title: _____

Date of execution: _____

Date of execution: _____



^{DS} SS LEGAL ^{DS} AH

PM ^{DS} MAN ^{DS} KZ

Deputy ^{DS} Hsy

AGC ^{DS} W

GC ^{DS} W

**AGENDA ITEM****December 1, 2014**

Consider authorizing the County Judge to execute an Amendment to GLO Contract 10-5291-000-5299 for Hurricane Ike Disaster Funding of the Port Arthur Health Clinic.

3. **EXHIBIT A-4** of the Contract, **Revised Performance Statement**, is hereby deleted and replaced by the **Revised Performance Statement**, attached hereto and incorporated herein for all purposes as **Exhibit A-5**.
4. **EXHIBIT B-5** of the Contract, **Revised Budget**, is hereby deleted and replaced by the **Revised Budget**, attached hereto and incorporated herein for all purposes as **Exhibit B-6**.
5. **EXHIBIT E-4** of the Contract, **Revised Implementation Schedule**, is hereby deleted and replaced by the **Revised Implementation Schedule**, attached hereto and incorporated herein for all purposes as **Exhibit E-5**.
6. This Amendment No. 10 shall be effective as of the date signed by the last party.
7. Except as amended and modified by this Amendment No. 10, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
8. Any further revisions to the Contract, as amended, shall be by written agreement of the parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 10 TO
GLO CONTRACT NO. 10-5291-000-5299
ROUND 1 FUNDING**

GENERAL LAND OFFICE

COUNTY OF JEFFERSON

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

By: _____
Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

^{DS} JA LEGAL ^{DS} AM

PM ^{DS} JB

Deputy ^{DS} JB

AGC ^{DS} RE

GC ^{DS} WA

EXHIBITS ATTACHED TO THIS AMENDMENT:

EXHIBIT A-5 - REVISED PERFORMANCE STATEMENT

EXHIBIT B-6 - REVISED BUDGET

EXHIBIT E-5 - REVISED IMPLEMENTATION SCHEDULE

EXHIBITS FOLLOW

Exhibit A-5
GLO Contract No. 10-5291-000-5299
Amendment No. 10
Page 1 of 11

REVISED PERFORMANCE STATEMENT
COUNTY OF JEFFERSON

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

As a result of Hurricane Ike on September 13, 2008, the County's roads and bridges failed to function. The failure to function was due to water submerging the roads and bridge substructure erosion caused by the storm surge. The failure of these facilities to function threatened the public health, safety, and welfare of all served by these facilities due to flooding and impeded emergency vehicle access. The County is in need of infrastructure improvements, including road repair and bridge replacement, to ensure roadway function.

Also, as a result of Hurricane Ike, widespread extended power outages caused the Lower Neches Valley Authority (LNVA) canal system to fail to function due to the inability to remotely monitor water levels and manipulate water control stations throughout the distribution system. The failure of these remote stations to function threatened the public health, safety, and welfare of all served by these facilities due to the lack of potable water. The County is in need of solar panels, with back-up batteries, that will serve as a backup power supply to operate these facilities.

In addition, as a result of Hurricane Ike, the Sabine Neches Navigation District building failed to function due to strong winds, tidal surge, and sustained flooding that resulted in drainage infrastructure failure. The Needmore Diversion Channel in the Taylor Bayou Watershed failed to function due to the storm surge. The failure of the drainage system to function threatened the public health, safety, and welfare of all served by these facilities due to flooding. The County is in need of a new control building with generator, control equipment, conduits to operate the channel locks and gates, and assistance with relocating gas pipelines.

The Ford Park Arena failed to function as a shelter of last resort. The failure to function was due to strong wind driven rain penetrating the roof structure and saturating the interior of the building. The failure of the facility to function threatened the public health, safety, and welfare of all served by these facilities due to lack of adequate shelter. The County is in need of a new roof structure with an adequate wind load rating for the arena so that it will function as a shelter of last resort during future storm events.

The County lift stations and remote monitoring systems failed to function. The failure to function was due to loss of normal electrical power service for several days. The failure of these facilities to function threatened the public health, safety, and welfare of all served by these facilities due to build-up of untreated sewage and lack of potable water. The County is in need of these improvements to adequately operate these facilities.

The County sustained flooding that resulted in drainage infrastructure failure. The existing storm sewer infrastructure failed to function because the current systems were unable to convey the volume of water generated during Hurricane Ike. The failure of the drainage systems to function threatened the public health, safety, and welfare of all served by these facilities due to flooding. The County is in need of adequately-sized drainage infrastructure to reduce flooding.

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Water Facilities-1a

LNVA

Grantee shall purchase and install, at of each fourteen (14) locations, solar panels with battery back-up system and associated appurtenances. Construction shall take place at the following fourteen (14) locations:

<u>Locations:</u>	
Exxon Mobil Complex intake	Union Oil intake
DuPont intake	BASF Chemical Plant intake
WC & ID No. 10 intake	Valero intake
City of Port Arthur intake	Fina intake
City of Nederland intake	BASA at Highway 87 intake
City of Port Neches intake	Motiva intake
Huntsman intake	Valero intake

Installation of the solar panels, with battery back-up systems, will ensure continuous operation of the remote monitoring units and communications with the LNVA central center, thus ensuring uninterrupted water service.

These activities shall benefit seven thousand five hundred thirty-one (7,531) persons, of which two thousand one hundred eight (2,108), or twenty-seven percent (27%), are of low to moderate income.

MWD

Elevated Water Storage Tank

Grantee shall purchase and install one (1) two hundred thousand gallon (200,000 gal.) elevated, welded steel storage tank painted inside and out, construct reinforced concrete footing to support the tank and perform various site work associated with construction including site grading, piping and associated appurtenances, driveways and culverts for access, and perimeter fencing. Construction shall take place in the City of Hampshire. Installation of the water storage tank will eliminate the health and safety issues related to the old well systems and provide a more reliable water service.

This activity shall benefit two thousand three hundred twenty-four (2,324) persons, of which six hundred forty-eight (648), or twenty-seven percent (27%), are of low to moderate income.

Water Line to the City of Hampshire

Grantee shall purchase and install approximately thirty-four thousand ninety-eight linear feet (34,098 l.f.) of PVC water line that ranges from two inch to ten inch (2 in. - 10 in.) in diameter in conjunction with approximately six hundred fifty-five linear feet (655 l.f.) of twelve inch (12 in.) HDPE water line to be used at bayou crossings. Project will include re-connections to the existing transverse water lines, provide roadway and bayou bores for corresponding pipe sizes to facilitate water line installation where necessary, provide and install various pipe fittings, gate valves, air release valves, fire hydrants, restraints, service line connections from the water main to the property line, roadway base and surface reconstruction as required, trench safety plan, and associated appurtenances. Construction shall take place in the City of Hampshire. Installation of improvements

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will eliminate the health and safety issues related to the old well systems and provide a more reliable water service.

These activities shall benefit two thousand three hundred twenty-four (2,324) persons, of which six hundred forty-eight (648), or twenty-seven percent (27%), are of low to moderate income.

Water Line to the Boondocks Neighborhood

Grantee shall purchase and install approximately thirty-six thousand nine hundred forty linear feet (36,940 l.f.) of PVC water line that ranges from two inch to ten inch (2 in. - 10 in.) in diameter in conjunction with approximately six hundred twenty-five linear feet (625 l.f.) of twelve inch (12 in.) HDPE water line to be used at bayou crossings. Project will include re-connections to the existing transverse water lines, provide roadway and bayou bores for corresponding pipe sizes to facilitate water line installation where necessary, provide and install various pipe fittings, gate valves, air release valves, fire hydrants, restraints, service line connections from the water main to the property line, roadway base and surface reconstruction as required, trench safety plan, and associated appurtenances. Construction shall take place in the Boondocks Neighborhood. Installation of the improvements will eliminate the health and safety issues related to old well systems and provide a more reliable water service.

Grantee shall purchase and install approximately three thousand four hundred fifteen linear feet (3,415 l.f.) of ten inch (10 in.) PVC water line in conjunction with approximately nine hundred forty linear feet (940 l.f.) of six inch (6 in.) PVC waterline at the Highway 73 crossing. Grantee shall purchase and install approximately one thousand two hundred linear feet (1,200 l.f.) of ten inch (10 in.) PVC water line and two hundred fifty linear feet (250 l.f.) of directional bore at the Highway 73 crossing. Project will include re-connections to the existing transverse water lines, provide roadway bores for corresponding pipe sizes to facilitate waterline installation where necessary, provide and install various pipe fittings, gate valves, air release valves, fire hydrants, restraints, service line connections from the water main to the property line, roadway base and surface reconstruction as required, trench safety plan, and associated appurtenances. Construction shall take place along Highway 73 West of Boondocks Road to Levingston Road. Installation of the improvements will eliminate the health and safety issues related to the old well systems and provide a more reliable water service.

These activities shall benefit two thousand three hundred twenty-four (2,324) persons, of which six hundred forty-eight (648), or twenty-seven percent (27%), are of low to moderate income.

WCID #10

Grantee shall construct one (1) one hundred sixty square foot (160 s.f.) wind storm certified precast concrete building with exterior slab. Electrical components will be relocated from the existing pump house to the new metal building including existing generator. Grantee shall purchase and install new electrical and control components for the water plant, raise pumps, and perform site work associated with construction. Construction shall take place at the intersection of Central Boulevard and 5th Avenue in Central Gardens, Texas. Installation of the buildings and improvements will ensure uninterrupted water service.

These activities shall benefit three thousand eight hundred forty-one (3,841) persons, of which one thousand nineteen (1,019), or twenty-six percent (26%), are of low to moderate income.

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Sewer Facilities-1b

Cardinal Meadows

Grantee shall perform lift station improvements at the following locations:

<u>Locations:</u>	<u>Activity:</u>
Main Lift Station: Intersection of Hillebrandt Road and Smokey Lane	Purchase and install one (1) manual transfer switch on galvanized mounting rack, perform site activities associated with construction including removal and disposal of existing equipment and concrete deck. Grantee shall purchase and install new pumps and motors, piping, valves, valve vault, wiring, controls, concrete deck with access manway and cleanup for the existing lift station at the site.
Lift Station No. 2: Intersection of Cactus Street and Smokey Lane	Purchase and install one (1) manual transfer switch, new pumps and motors, wet well and dry well, guide rails, piping and appurtenances, galvanized steel mounting rack for the transfer switch, and associated appurtenances, including new deck, chain-link fencing, access manway, removal and disposal of existing wet well, piping, equipment, and cleanup.
Lift Station No. 3: Intersection of Hillebrandt Road and Ronnie Avenue	Purchase and install one (1) manual transfer switch, new pumps and motors, wet well and dry well, guide rails, piping and appurtenances, galvanized steel mounting rack for the transfer switch, and associated appurtenances, including new deck, chain-link fencing, access manway, removal and disposal of existing wet well, piping, equipment, and cleanup.

The County shall ensure the availability of portable generators, as needed, for use in conjunction with the manual switches. Installation of the lift station improvements will ensure continuous operation of the lift stations and uninterrupted sewage treatment.

These activities shall benefit one hundred twenty-seven (127) persons, of which one hundred nine (109), or eighty-five percent (85%), are of low to moderate income.

WCID No. 10

Grantee shall purchase and install manual transfer switches, construct concrete slabs, install electrical connections, and generator receptacles to accommodate existing portable generators. Construction shall take place at the lift stations located at the following locations:

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<u>Locations:</u>	<u>Activity:</u>
Lift Station No. 1: South East of the intersection of Central Boulevard and 2 nd Avenue in Central Gardens, Texas (29 59' 32.56" N / 94 01' 08.37 W)	Grantee shall purchase and install a manual transfer switch, construct a concrete slab, install electrical connections, generator receptacle to accommodate existing generator, and perform site work associated with construction.
Lift Station No. 2: Northwest end of Highland Boulevard in Central Gardens, Texas (29 59' 16.35" N / 94 01' 11.29" W)	Grantee shall purchase and install a manual transfer switch, construct a concrete slab, install electrical connection, generator receptacle to accommodate existing generator, and perform site work associated with construction.
Lift Station No. 3: Near the intersection of Spurlock Road and Franke Drive (29 58.5' 15" N / 94 00' 56.60" W)	Grantee shall purchase and install a manual transfer switch, generator receptacle, electrical connection, and perform site work associated with construction.
Lift Station No. 4: South East of the intersection of Spurlock Road and 31 st Street in Nederland, Texas (29 58' 27.21" N / 94 01' 15.70" W)	Grantee shall purchase and install a manual transfer switch, generator receptacle, electrical connection, and perform site work associated with construction.
Lift Station No. 5: South East of the intersection of Eastpark Avenue and Wellspring Drive in Central Gardens, Texas (29 59' 2.28" N / 94 01' 40.23 W)	Grantee shall purchase and install a manual transfer switch, generator receptacle, electrical connection, and perform site work associated with construction.
Lift Station No. 6: North Twin City Highway in Central Gardens, Texas (30 00' 23.85" N / 94 01' 46.66" W)	Grantee shall purchase and install a manual transfer switch, generator receptacle, electrical connection, and perform site work associated with construction.
Lift Station No. 7: South West of the intersection of North Twin City Highway and Du Pont Road in Central Gardens, Texas (30 00' 08.32" N / 94 01' 39.73 W)	Grantee shall purchase and install a manual transfer switch, generator receptacle, electrical connection, and perform site work associated with construction.
Lift Station No. 8: East of the intersection of North Twin City Highway and Du Pont Road in Central Gardens, Texas (30 00' 10.97" N / 94 01' 25.90 W)	Grantee shall purchase and install a manual transfer switch, generator receptacle, electrical connection, and perform site work associated with construction.
Lift Station No. 9: South West of the intersection of Spring Street and Fairbanks Avenue in Central Gardens, Texas (29 59' 0.92" N / 94 00' 32.56" W)	Grantee shall purchase and install a manual transfer switch, generator receptacle, electrical connection, and perform site work associated with construction.

The County shall ensure the availability of portable generators, as needed, for use in conjunction with the manual switches. Installation of the lift station improvements will ensure continuous operation of the lift stations and uninterrupted sewage treatment.

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These activities shall benefit three thousand eight hundred forty-one (3,841) persons, of which one thousand nineteen (1,019), or twenty-six percent (26%), are of low to moderate income.

Street Improvements-4

Jefferson County Bridge System

Grantee shall remove and reconstruct bridges at the following locations:

<u>Locations:</u>	<u>Activity:</u>
Craigen Road Bridge: At North Fork Taylor's Bayou	Demolish existing one hundred thirty linear feet (130 l.f.) metal bridge; construct a three hundred thirty foot (330 ft.) concrete bridge.
Boondocks Road Bridge: At North Fork Taylor's Bayou	Demolish existing one hundred fifty linear feet (150 l.f.) bridge, construct a one hundred sixty foot (160 ft.) concrete bridge.
Humble Camp Road Bridge: At Hillebrandt Bayou	Demolish existing three hundred twenty-six linear feet (326 l.f.) bridge, and wooden piling, and construct a four hundred foot (400 ft.) concrete bridge.

The replacement of these bridges will restore and ensure the function of the road network.

These activities shall benefit five thousand seven hundred sixty-seven (5,767) persons, of which one thousand eight hundred sixty-eight (1,868), or thirty-two percent (32%), are of low to moderate income.

Jefferson County Road System

Grantee shall repair or reconstruct the road using approximately two-inches (2 in.) of asphalt surface, five-inches (5 in.) of flexible base, and six-inches (6 in.) of reworked base. In addition, Grantee shall repair Grigsby road using three inches (3 in.) of hot mix asphalt over the existing concrete base. Construction shall take place at following locations:

Precinct 1 Roads

<u>Road:</u>	<u>From:</u>	<u>To:</u>
Old Sour Lake Road	0.4 miles East of North China Road	South East 60 linear feet
Old Sour Lake Road	1.0 miles East of North China Road	South East 60 linear feet
Westbury Road	0.4 miles West of Old Sour Lake Road	South West 100 linear feet
North China Road	1.4 miles South of Old Sour Lake Road	North East 120 linear feet
North China Road	0.5 miles South of Old Sour Lake Road	North East 200 linear feet
Moore Road	Old Sour Lake Road	North 1.4 miles (7,392 l.f.)
Gentry Road	0.8 miles East of Reins Road	East 0.4 miles (1,951 l.f.)
Reins Road	0.3 miles North of Moore Road	North 0.6 miles (3,168 l.f.)
Dishman Road	1.8 miles West of Keith Road	West 0.3 miles (1,584 l.f.)

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<u>Road:</u>	<u>From:</u>	<u>To:</u>
Dishman Road	1.3 miles West of Keith Road	West 250 linear feet
Old Nome Road	1.3 miles West of China city limits	West 510 linear feet
Mason Road	FM 365 East	McDermand Road (12,680 l.f.)
McDermand Road	Pignut Gully	North 3.5 miles (18,480 l.f.)
Total length	Approximately	46,555 l.f.

Precinct 2 Roads

<u>Road:</u>	<u>From:</u>	<u>To:</u>
LaBelle Road	Bayou Din	South 0.3 miles (1,600 l.f.)
LaBelle Road	State Highway 73	South Fork Taylors Bayou (13,150 l.f.)
Boondocks Road	0.2 miles North of South Fork Taylors Bayou	North 2.5 miles (9,252 l.f.)
Kenner Road	FM 365	North 0.45 mile (2,376 l.f.)
Bass Road	Country Lane	Kenner Road (960 l.f.)
Grigsby Road*	200 feet North of Old Atlantic Road	North 0.64 miles (3400 l.f.)
Old Atlantic Road	Pinetop Road	Kenner Road (920 l.f.)
Hillebrandt Acres	Baltimore Road	North 0.16 miles (5,280 l.f.)
Capo Road	Hillebrandt Acres	North 0.2 miles (250 l.f.)
Barton Road	Hillebrandt Acres	West 1.0 miles (690 l.f.)
Baltimore Road	Hillebrandt Acres	Hillebrandt Acres (420 l.f.)
Country Lane	306 feet North of FM 365	North 0.2 miles (1,200 l.f.)
Sweetgum Lane	South intersection of Country Lane	South 0.6 miles (2,957 l.f.)
Total length	Approximately	39,900 l.f.

Precinct 3 Roads

<u>Road:</u>	<u>From:</u>	<u>To:</u>
Todd Road	Nineteen thousand eight hundred sixty-five linear feet (19,865 l.f.) East of Chambers County line	Wilbur Road (10,111 l.f.)
Wilber Road*	Todd Road	South 1.0 miles (5,280 l.f.)
Russell Road	Chambers County Line	South 2.5 miles (13,200 l.f.)
Needmore Road**	Big Hill Road	East 2.5 miles (13,200 l.f.)
Backridge Road	Port Arthur City Limits	South 1.5 miles (8,060 l.f.)
Big Hill Road	State Highway 73	South 2.5 miles (13,200 l.f.)
Old Big Hill Road	Wilber Road	Boondocks 2.4 miles (12,780 l.f.)
Rollins Road	County Line Road	East 0.9 miles (4,752 l.f.)
Total length	Approximately	80,583 l.f.**

* Grantee shall repair Grigsby and Wilber roads using three-inches (3 in.) of hot mix asphalt over the existing concrete base.

** Length of Needham Road includes a one thousand linear foot (1,000 l.f.) skip to avoid conflict with a Drainage District No. 6 Improvement project.

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The street improvements will restore and ensure the function of the roads.

These activities shall benefit seven thousand four hundred five (7,405) persons, of which two thousand three hundred sixty-one (2,361), or thirty-one percent (31%), are of low to moderate income.

Todd Road

Grantee shall rework the base material and place additional flexible base, prime coat, two-course surface treatment comprised of grade three aggregate with CRS-2P asphalt and grade four aggregate with associated asphalt, and reflective pavement markings. Construction shall take place on Todd Road from the Chambers County line east for nineteen thousand eight hundred sixty-five linear feet (19,865 l.f.) in Precinct 3 of Jefferson County. The repairs will restore and ensure the function of the road for primary access and emergency vehicle use.

These activities shall benefit seven hundred three (703) persons, of which two hundred twenty-six (226), or thirty-two percent (32%), are of low to moderate income.

Flood and Drainage Facilities-5

Sabine Neches Navigation District (SNND)

Grantee shall construct a new twenty-four foot by twenty-seven foot (24 ft. x 27 ft.) steel control building with stainless steel exterior, elevated concrete foundation, and install control equipment and conduits to operate the channel locks and gates. Grantee shall place approximately one thousand five hundred square yards (1,500 s.y.) of lime stabilization, and construct a parking lot using one thousand three hundred tons (1,300 ton) of limestone. Grantee shall also purchase and install one (1) sixty kilowatt (60 kW) permanently-affixed, propane-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct a pad for generator mounting and perform site work associated with construction. Construction shall take place at the Taylor's Bayou Saltwater Barrier/Flood Control Facility at 16330 B Storm Levee Road, Port Arthur, Texas. The proposed control building will serve as the new power and control point for the seven-gate control building.

These activities shall benefit two hundred fifty-two thousand fifty-one (252,051) persons, of which seventy-three thousand three hundred twenty-one (73,321), or twenty-nine percent (29%), are of low to moderate income.

Drainage District No. 6

Grantee shall assist Jefferson County Drainage District No. 6 with drainage improvements to include lowering approximately two thousand one hundred twenty linear feet (2,120 l.f.) of two (2) thirty inch (30 in.) high pressure gas line and replace pipe for Kinder Morgan natural gas pipeline. Grantee shall remove and de-gas approximately two thousand linear feet (2,000 l.f.) of old pipe and perform other necessary activities associated with gas line relocation. Construction shall take place in the Needmore Division Channel from the confluence of the north and south forks of Taylor's Bayou south to the Gulf Intracoastal Waterway, located approximately 2.5 miles east of Boondocks Road and 1.5 miles north of Highway 73. Lowering of the two (2) gas lines will ensure continuous operation of the Needmore Diversion Channel allowing the channel to be widened and lowered to increase the capacity of the drainage facility.

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These activities shall benefit one hundred thirty-two thousand seven hundred eighty-four (132,784) persons, of which fifty-seven thousand six hundred eighty-six (57,686), or forty-three percent (43%), are of low to moderate income.

Drainage District No. 7

Main B Diversions Channel

Grantee shall construct a new drainage lateral that consists of sections of concrete lined ditch and box culverts. In addition, Grantee shall perform clearing of right-of-way, construct an entrance structure from Main B into the new channel, and perform site work associated with Construction. Construction shall take place from Main B Canal at Highway 69 to the existing detention pond. Proposed improvements will increase the capacity of the storm drainage system and reduce flooding.

Rhodair Lateral

Grantee shall rehabilitate and widen the existing ditch channels and improved ditch sections shall include both concrete lined ditch and box culvert sections. Grantee shall remove existing concrete lining, excavate channel, clear right-of-way, place new concrete lining, remove and replace existing road culverts, repair streets where road culverts were replaced, and perform site work associated with Construction. Construction shall take place in the Beaxart Garden neighborhood. Proposed improvements will increase the capacity of the storm drainage system and reduce flooding.

These activities shall benefit one hundred three thousand five hundred twenty-four (103,524) persons, of which forty-four thousand five hundred fifty-six (44,556), or forty-three percent (43%), are of low to moderate income.

Neighborhood Facilities/Community Centers-6

Grantee shall remove and replace the roof structure of the Ford Park Arena using approximately one hundred sixty thousand ninety-three square feet (160,093 s.f.) each of a sixty millimeter (60 mm.) two-ply granular surfaced bitumen roof membrane, a three inch (3 in.) thick layer of polyisocyanurate insulation, a one-half inch (1/2 in.) thick gypsum cover board, and sheet metal flashing. Grantee shall attach roof to steel deck and perform site work associated with construction. The new roof structure shall have a one hundred twenty mile per hour (120 mph.) wind load rating. Construction shall take place at the Ford Park Arena located in the Ford Park Complex at 5115 Interstate 10 South, Beaumont, Texas. The new roof structure will ensure the building remains water tight and will be able to serve as a shelter of last resort during future storm events.

These activities shall benefit two hundred thirty-six thousand nine hundred twelve (236,912) persons, of which one hundred two thousand four hundred seventy-eight (102,478), or forty-three percent (43%), are of low to moderate income.

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Fire Protection Facilities and Equipment-10

China VFD

Grantee shall purchase and install communication equipment and a Pierce Pump Fire Truck. Construction shall take place at 150 West Railroad at Broadway. Installation of the improvements will ensure continuous fire protection.

These activities shall benefit two hundred thirty-six thousand nine hundred twelve (236,912) persons, of which one hundred two thousand four hundred seventy-eight (102,478), or forty-three percent (43%), are of low to moderate income.

Specially Authorized Public Facilities and Improvements-14

SPPA

Grantee shall demolish the existing pier and dredge sediment in front of bulkheads to provide adequate vessel access and maneuvering space, resurface storm damaged road pavement including drainage improvements, and regrade/resurface the storm damaged laydown area. Construction shall take place near the intersection of South 1st Avenue and South 8th Avenue in Sabine Pass, Texas.

These activities shall benefit two hundred thirty-six thousand nine hundred twelve (236,912) persons, of which one hundred two thousand four hundred seventy-eight (102,478), or forty-three percent (43%), are of low to moderate income.

Jefferson County Public Health Department Clinic Unit #2

Grantee shall construct an approximately fourteen thousand square foot (14,000 s.f.) building to house the Jefferson County Public Health Department Clinic Unit #2 and the Jefferson County Adult Probation satellite office. Building shall include all necessary plumbing, electrical, HVAC, restroom and other interior finish out, exterior paving and site work, refurbishing of an existing adjacent parking lot, exterior lighting and security, and all site work associated with construction. Construction shall take place at 860 4th Street in Port Arthur, Texas.

These activities shall benefit the eight thousand two hundred eighty-six (8,286) patients served by the Jefferson County Public Health Department in the Port Arthur Clinic, of which eight thousand two hundred eighty-six (8,286), or one hundred percent (100%), are of low to moderate income. In addition, six thousand forty-five (6,045), or seventy-three percent (73%) of individuals, are eligible to receive indigent health care.

These activities shall benefit approximately one thousand two hundred (1,200) persons, of which six hundred seventy-two (672), or fifty-six percent (56%), are low to moderate income persons.

Acquisition-24

Grantee shall acquire utility easements for installation of an emergency generator to sewer main lift station in the Cardinal Meadows Sewer Collection System, a site for the two hundred thousand gallon (200,000 gal.)

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elevated storage facility for West Jefferson County Municipal Utility District and drainage easements for Jefferson County Drainage Improvements District No. 7. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure the amount of funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in the Budget.

Planning / Project Delivery-33

Grantee shall ensure the amount of funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in the Budget.

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REVISED BUDGET
COUNTY OF JEFFERSON

<u>LINE CATEGORIES</u>		<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a. Water Facilities	\$	3,244,123.44	\$ 42,800 ³	\$ 3,286,923.44
1b. Sewer Facilities	\$	216,521.75	\$	216,521.75
4. Street Improvements	\$	7,299,072.86	\$	7,299,072.86
5. Flood and Drainage Facilities	\$	9,676,443.35	\$ 144,162 ¹	\$ 9,820,605.35
6. Neighborhood Facilities/ Community Centers	\$	1,459,566.17	\$ 119,698 ⁴	\$ 1,579,264.17
10. Fire Protection Facilities and Equipment	\$	256,296.42	\$ 2,429 ⁵	\$ 258,725.42
14. Specially Authorized Public Facilities and Improvements	\$	3,858,743.07	\$	\$ 3,858,743.07
24. Acquisition	\$	29,963.65	\$	29,963.65
30. Engineering/Architectural Serv. (Total for all construction accounts)	\$	1,854,220.29	\$ 57,200 ²	\$ 1,911,420.29
33. Planning / Project Delivery	\$	1,117,096.00	\$	\$ 1,117,096.00
TOTALS	\$	29,012,047	\$ 366,289	\$ 29,378,336

¹Sabine Neches Navigation District - \$144,162

²Drainage District No. 6 - \$57,200

³West Jefferson MWD - \$42,800

⁴Ford Park Arena Insurance - \$119,698

⁵China Volunteer Fire Department - \$2,429

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR



SUSIE JAMES
CHIEF DEPUTY

November 25, 2014

Honorable Jeff Branick
County Judge
Jefferson County
Beaumont, Texas

Dear Judge Branick:

Please place an item on the Commissioners' Court Agenda for December 1, 2014 a resolution honoring Kathy Kellas for her 26 years and 7 months of service in the Jefferson County Tax Office.

Your approval of this request is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Allison Nathan Getz". The signature is fluid and cursive.

Allison Nathan Getz
Assessor-Collector of Taxes
Jefferson County, Texas

ANG:db

cc: Eddie Arnold, Comm. Pct. #1
Brent Weaver, Comm. Pct. #2
Michael Sinegal, Comm. Pct. #3
Everette D. Alfred, Comm. Pct. #4



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

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

WHEREAS, Kathy Kellas has devoted 26 years and 7 months of her life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, Kathy Kellas served admirably in the position as Director of Delinquent Taxes for Jefferson County; and,

WHEREAS, Kathy Kellas dedicated her talents and services to the task of collecting current and delinquent property taxes, scheduling and directing Delinquent Tax Sales, and many other activities necessary for the daily functioning of the County Tax Office; and,

WHEREAS, Kathy Kellas is a loyal, hardworking employee and goes above and beyond to provide excellent customer service and will be sorely missed by her co-workers;

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

SIGNED this _____ day of _____, 2014.



JEFF R.BRANICK
County Judge

EDDIE ARNOLD
Commissioner, Pct. #1

MICHAEL S. SINEGAL
Commissioner, Pct. #3

BRENT A. WEAVER
Commissioner, Pct. #2

EVERETTE D. ALFRED
Commissioner, Pct. #4



October 30, 2014

DON KING
FITZ & SHIPMAN INC
1405 CORNERSTONE COURT
BEAUMONT TX 77706

RE: Ridgecrest Subdivision Unit Four-A

To whom it may concern:

Please be informed that at the meeting of October 20, 2014, the Planning & Zoning Commission approved the preliminary plat of **Ridgecrest Subdivision Unit Four-A**. To begin development, please submit plans for review to engineering.

If you need any additional information, please do not hesitate to contact me at (409) 880-3764.

Sincerely,

Adina Ward
Planner II

Encl.

Cc: Boyd Meier, Building Official
Phillip Vilardi, Plans Reviewer
Bonnie Semien, Zoning Technician

PLANNING & COMMUNITY
DEVELOPMENT 
T 409.880.3100
F 409.880.3133
PO Box 3827 | Beaumont, TX 77704
beaumonttexas.gov

WATER LINES, PAVING & DRAINAGE

TO SERVE

Ridgecrest Subdivision Unit 4 - A

WITHIN

JEFFERSON COUNTY, TEXAS

BEING DEVELOPED BY:
JIM WINGATE

APPROVED BY:

CITY OF BEAUMONT

Joseph Majdalani
PUBLIC WORKS DIRECTOR
DR. JOSEPH MAJDALANI, P.E.

11/13/14
DATE

WATER UTILITIES DIRECTOR
DR. HANI J. TOHME, P.E.

DATE

JEFFERSON COUNTY, TEXAS

DON RAO
ENGINEERING SUPERVISOR

DATE

JEFFERSON COUNTY
DRAINAGE DISTRICT NO. 6

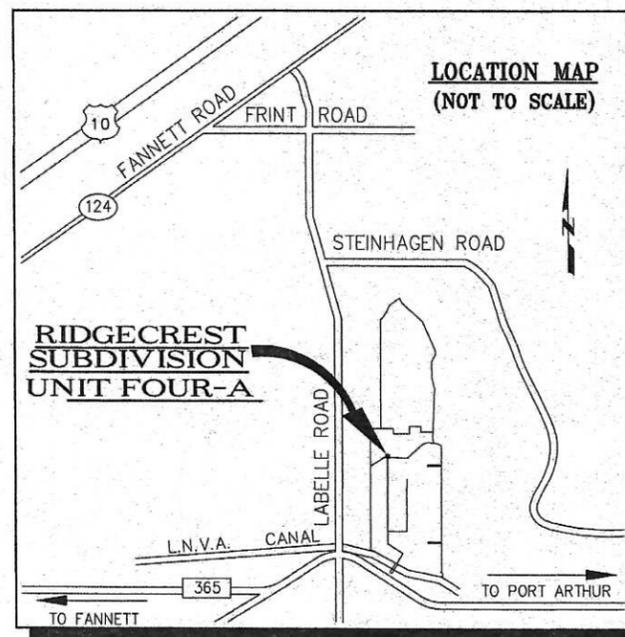
DOUG CANANT, P.E., DISTRICT ENGINEER

DATE

WEST JEFFERSON COUNTY
MUNICIPAL WATER DISTRICT

DENNIS GREEN, DISTRICT MANAGER

DATE



INDEX:

- COVER SHEET
- C1 PAVING & DRAINAGE PLAN & DETAILS
- C2 DETAILS

Fittz & Shipman

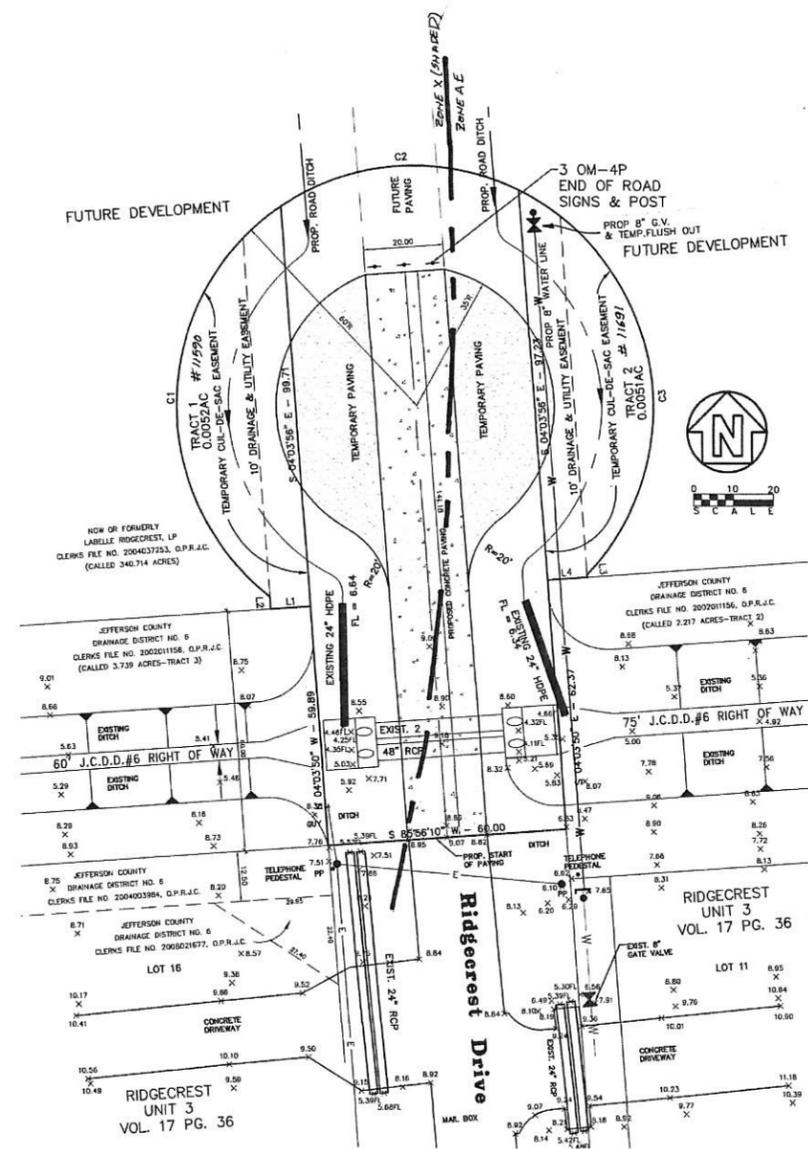
INC.

Consulting Engineers and Land Surveyors

1405 CORNERSTONE COURT BEAUMONT, TEXAS

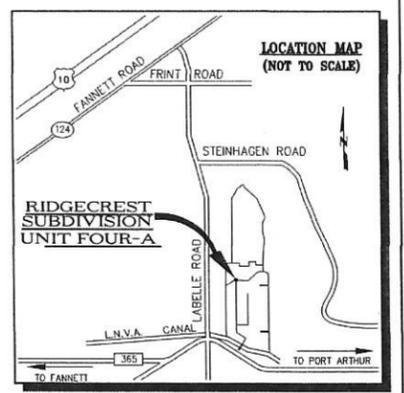
(409)832-7238 FAX (409)832-7303

T.B.P.E. FIRM NO. F-1160 T.X.L.S. FIRM NO. 100186



Type of Facility	Usage Rate gal/day	Surface		Subsurface		Area Required ft ²
		Application Rate gal/ft ² /day	Area Required ft ²	Application Rate ft ³ /day	Area Required ft ²	
Single Family Dwelling (One or Two Bedrooms) < 1500 ft ²	275	0.035	6428.57	0.2	1125.00	
Single Family Dwelling (Three Bedrooms) < 2000 ft ²	300	0.035	8571.43	0.2	1500.00	
Single Family Dwelling (Four Bedrooms) < 3000 ft ²	375	0.035	10714.29	0.2	1875.00	
Single Family Dwelling (Five Bedrooms) < 4500 ft ²	450	0.035	12857.14	0.2	2250.00	
Single Family Dwelling (Six Bedrooms) < 5500 ft ²	525	0.035	15000.00	0.2	2625.00	

* per TCEQ Chapter 285 On-Site Sewage Facilities
 ** for non-clay type soils only



Development Regulations Note:
 No construction or other development within this subdivision may begin until all Jefferson County development requirements have been met.

Municipal E.T. Note:
 The subdivision does not lie within the extrajurisdictional jurisdiction of the city of Beaumont, Texas.

School District Note:
 This subdivision is within the boundaries of the Humphreys-Fannett Independent School District.

FEMA Flood Plain Note:
 No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map for Jefferson County Community from #40380 02700 dated August 6, 2009.

Utility Note:
 Electric utility service will be provided by Calergy Texas, Inc. Telephone utility service will be provided by AT&T. Water utility service will be provided by West Jefferson County Municipal Water District. Sewer utility service will be provided by -NONE-. Cable utility service will be provided by -NONE-.

Seismic Hazard Note:
 No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Jefferson County.

Individual Water Supply Note:
 No structure in this subdivision shall be occupied until connected to an individual water supply, state approved community water system, or engineered residential subsurface system.

Water Supply Note:
 West Jefferson County Municipal Water District, an approved public water supply system, has adequate capacity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

West Jefferson County Municipal Water District Specific Concept Note:
 There is a Florida Gas Transmission CO. easement within the limits of the subdivision as recorded in Vol.1156, Pg. 102, D.P.R.J.C.

Enclosure Easement Note:
 All drainage easements shown herein shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of the drainage facilities. Easements shown herein include the right to trim or remove all trees and vines on or overhanging.

CITY PLANNING AND ZONING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THE CITY OF BEAUMONT, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE PLANNING & ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS, THIS _____ DAY OF _____ A.D., 2014.

CHAIRMAN _____

ATTESTED AND APPROVED FOR ADMINISTRATION: _____

SECRETARY _____

CERTIFICATE OF COUNTY APPROVAL

APPROVED BY THE JEFFERSON COUNTY COMMISSIONERS COURT ON THE _____ DAY OF _____ A.D. 2014, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS/ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT 1 _____

COMMISSIONER, PRECINCT 2 _____

COMMISSIONER, PRECINCT 3 _____

COMMISSIONER, PRECINCT 4 _____

COUNTY JUDGE _____ DATE _____

THE ABOVE SUBDIVISION TITLED RIDGECREST SUBDIVISION UNIT FOUR, AS MAPPED, APPROVED BY THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS, BY ORDER OF _____, 2014.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS _____

CERTIFICATE OF RECORDING

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2014, AT _____ O'CLOCK _____ M.

RECORDED IN FILE # _____, JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE AT _____ THE DAY AND DATE LAST ABOVE WRITTEN.

BY: _____, DEPUTY

RESTRICTIONS RECORDED: _____

STATE OF TEXAS COUNTY OF JEFFERSON

I, JIM WINGATE, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF RIDGECREST SUBDIVISION UNIT FOUR, DO HEREBY MAKE SUBDIVISION ON THE SAID PROPERTY, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, AND EASEMENTS SHOWN AND DESIGNATED SAID SUBDIVISION AS RIDGECREST SUBDIVISION UNIT FOUR-A IN THE WILLIAM CARR SURVEY ABSTRACT 102, JEFFERSON COUNTY TEXAS, AND DEDICATE TO PUBLIC USE AS SUCH THE STREETS, ALLEYS AND EASEMENTS SHOWN THEREON FOREVER. THIS IS TO CERTIFY THAT I, JIM WINGATE HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE WITH THE JEFFERSON COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY.

FURTHER, ALL OF THE PROPERTY IN THE ABOVE AND FOREGOING MAP SHALL BE RESTRICTION SHALL RUN WITH THE TITLE OF THE PROPERTY, AND SHALL BE ENFORCEABLE, AT THE OPTION OF JEFFERSON COUNTY OR ANY CITIZEN THEREOF, BY INJUNCTION AS FOLLOWS:

1. THE DRAINAGE OF SEPTIC SYSTEMS INTO ROAD, STREET, ALLEY, OR OTHER PUBLIC DITCHES, EITHER DIRECTLY OR INDIRECTLY IS STRICTLY PROHIBITED.
2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER, AND SHALL BE A MINIMUM OF EIGHTEEN (18) INCHES DIAMETER CULVERT.

THIS THE _____ DAY OF _____, 2014.

BY: *Jim Wingate*
 JIM WINGATE

THE STATE OF TEXAS COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2014, BY JIM WINGATE, OWNER

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____ (DATE)

JEFFERSON COUNTY

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

BY: _____, DEPUTY

RESTRICTIONS RECORDED: _____

CERTIFICATION OF ENGINEER

I, DONALD R. KING, P.E., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, CERTIFY THAT THE CONSTRUCTION PLANS, PAVEMENT DESIGNS, AND THE LOCATION AND APPROXIMATE SIZES OF THE DRAINAGE STRUCTURE(S) SET FORTH IN THE PRELIMINARY PLAT ARE IN ACCORDANCE WITH THE COUNTY'S ROAD AND DRAINAGE SPECIFICATIONS AND ARE IN COMPLIANCE WITH THE JEFFERSON COUNTY SUBDIVISION RULES AND DEVELOPMENT REGULATIONS.

BY: _____, DEPUTY

RESTRICTIONS RECORDED: _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____ (DATE)

- NOTES:**
1. ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING A PART OF THIS ADDITION.
 2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP, FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL NO. 48385 02700 DATED AUGUST 6, 2002, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE A. FITZ & SHIPMAN, INC. DOES NOT WARRANT NON-SUBSIDENCE TO THE ACCURACY OR SCALE OF SAID MAP. THE COUNTY ENGINEER HAS DETERMINED THE BASE FLOOD ELEVATION.
 3. 1/2" CAPPED BORN ROOFS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
 4. BEARINGS AND DISTANCES SHOWN ARE BASED ON DEED BEARINGS AND ARE NOT BASED ON TEXAS COORDINATE SYSTEM. COORDINATES SHOWN ARE FOR REFERENCE ONLY. (SCALE FACTOR 0.9999999999)
 5. JEFFERSON COUNTY REQUIRES ALL CONSTRUCTION TO HAVE A MINIMUM FIRST FLOOR ELEVATION THAT IS ONE (1) FOOT ABOVE THE BFE (BASE FLOOD ELEVATION). (X) DENOTES NATURAL GROUND ELEVATION OF LOT ON FINAL PLAT.
 6. EACH HOUSE SHALL INSTALL AN AEROBIC WASTEWATER SYSTEM DESIGNED AND INSTALLED ACCORDING TO TCEQ RULES FOR ON-SITE SEWERAGE FACILITIES.
 7. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE ADEQUACY OF SAID LOT SIZES AND OR LOT DIMENSIONS FOR SUITABILITY OR COMPLIANCE WITH TCEQ REGULATIONS FOR ON-SITE SEWER TREATMENT FACILITIES.
 8. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
 9. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE-APPROVED WATER SYSTEM, OR ENGINEERED BORN WATER COLLECTION SYSTEM.
 10. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE SEWERAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
 11. FENCES OR OTHER IMPROVEMENTS SHALL NOT BE LOCATED ON OR WITHIN THE L.N.V.A. OR J.C.D.#6 R.O.W.'S.

CERTIFICATION OF SURVEYOR

AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WILL BE PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE RULES FOR LAND SUBDIVISION BY JEFFERSON COUNTY, TEXAS AND THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

WALTER J. KSIAZEK
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5321

THE STATE OF TEXAS COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2014, BY WALTER J. KSIAZEK, REGISTERED PROFESSIONAL SURVEYOR NO. 5321.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____ (DATE)

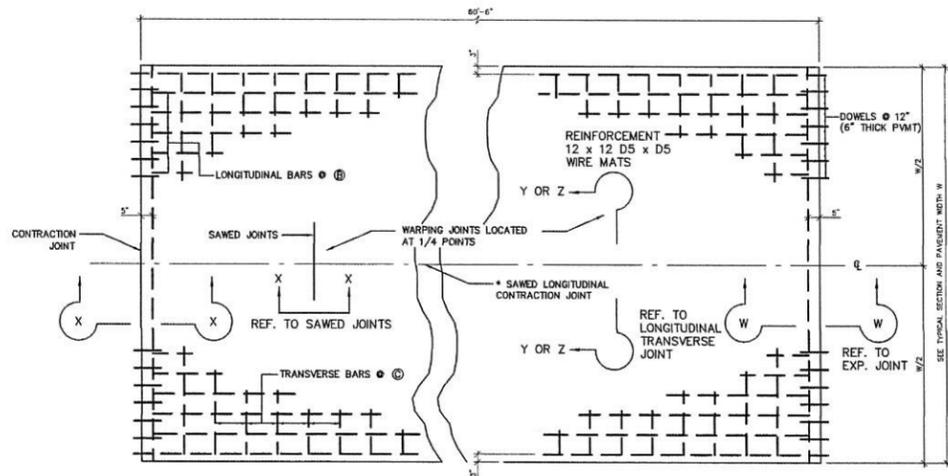
NUMBER	DIRECTION	DISTANCE
L1	S 85°58'13" W	- 10.00
L2	N 04°03'56" W	- 3.02
L3	S 04°03'56" E	- 0.55
L4	S 85°53'45" W	- 10.00

NUMBER	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	108°11'23"	60.00	113.30	97.20	N 01°50'22" E
C2	60°00'00"	60.00	62.83	60.00	N 85°56'04" E
C3	108°11'23"	60.00	113.30	97.20	S 09°58'15" E

PRELIMINARY PLAT OF
Ridgecrest Subdivision
Unit Four-A

TRACTS 1 & 2
 CONSISTING OF 0.328 ACRES
 LOCATED IN THE WILLIAM CARR SURVEY, ABST. 102
 IN JEFFERSON COUNTY, TEXAS
 DEVELOPED BY: JIM R. WINGATE
 OCTOBER 2014

Fittz & Shipman INC.
 Consulting Engineers and Land Surveyors
 1405 CORNERSTONE COURT BEAUMONT, TEXAS
 (409)832-7238 FAX (409)832-7303
 T.B.P.E. FIRM #1160 * T.X.L.S. FIRM #100186 DWG. NAME 8370C601CULDESAC JOB # 06837.0001



NOTE:
LONGITUDINAL JOINTS SHALL BE PLACED AT 5' & 14'-7 1/2" OFF BACK OF CURB, UNLESS OTHERWISE APPROVED.

1. THE CONTRACTOR MAY USE #3, #4, OR #5 BARS FOR TRANSVERSE OR LONGITUDINAL STEEL. SPACINGS B AND C SHOWN IN THIS TABLE ARE FOR #3 BARS. EQUIVALENT SPACINGS OF #4 OR #5 BARS THAT MAINTAIN AN EQUIVALENT OR GREATER AREA OF STEEL WILL BE ACCEPTED IN ANY CROSS SECTIONS, PROVIDED NO SPACINGS ARE GREATER THAN 36".

2. STEEL WEIGHTS ARE FOR CONTRACTOR'S INFORMATION ONLY AND INCLUDE WEIGHT OF LONGITUDINAL AND TRANSVERSE BARS.

3. SPACING SHOWN ARE FOR ASTM REBAR #3 OR #4 OR #5. GRADE 40 TIE BARS IF ASTM A-615, GRADE 40 TIE BARS ARE USED, THE AVERAGE SPACING SHALL BE TWO-THIRDS OF THE SPACINGS SHOWN IN THE TABLE.

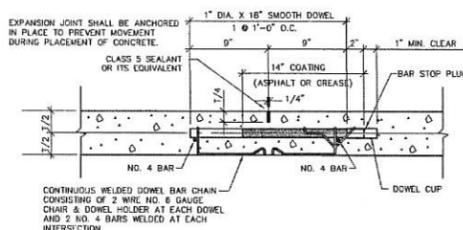
4. THE B SPACING ADJACENT TO THE LONGITUDINAL BAR NEAREST THE EDGE OF PLACEMENT SHALL BE ADJUSTED IN WIDTH TO MAINTAIN THE 3" EDGE SPACING SHOWN IN DETAILS OF LONGITUDINAL CONTRACTION JOINT, SECTION Y-Y AND TYPICAL SECTION, SECTION Z-Z. IN A LIKE MANNER, THE C SPACING ADJACENT TO THE TRANSVERSE BAR NEAREST THE CONTRACTION JOINT SHALL BE ADJUSTED IN WIDTH TO MAINTAIN THE 5" SPACING FROM THE VERTICAL PLANE OF THE JOINT.

TABLE NO.2 TRANSVERSE STEEL AND TIE BARS

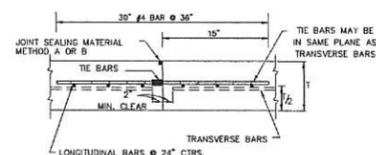
SLAB THICKNESS (IN.)	TRANSVERSE STEEL X-X		TIE BARS AT LONGITUDINAL CONTRACTION JOINT Y-Y		TIE BARS AT LONGITUDINAL CONTRACTION JOINT Z-Z	
	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)
6.0 - 7.5	#5	36	#5	36	#5	24
8.0 - 13.0	#5	36	#5	36	#5	24

PAVEMENT THICKNESS (IN.)	SPACINGS FOR #3 BARS (12"-0" PLACEMENT WIDTH)				SPACINGS FOR #3 BARS (14"-0" PLACEMENT WIDTH)				SPACINGS FOR #3 BARS (22"-0" PLACEMENT WIDTH)				DOVELS (SMOOTH BARS)	TIE BARS (DEFORMED)				
	LONGITUDINAL	TRANSVERSE	LONGITUDINAL	TRANSVERSE	LONGITUDINAL	TRANSVERSE	LONGITUDINAL	TRANSVERSE	SIZE	AVG. SPACE (IN.)	WT #/FT OF JOINT	SIZE			AVG. SPACE (IN.)	WT #/FT OF JOINT		
6	22-1/2	31	24	3.68	9	21	31	24	3.80	15	22-5/8	31	24	3.67	1" x 18"1/2	4.00	#4 x 30"1/2	0.56
7	22-1/2	31	24	3.68	9	21	31	24	3.80	15	22-5/8	31	24	3.67	1" x 18"1/2	4.00	#4 x 30"1/2	0.56
8	22-1/2	31	24	3.68	9	21	31	24	3.80	15	22-5/8	31	24	3.67	1" x 18"1/2	4.00	#4 x 30"1/2	0.56
9	17-1/2	31	24	4.16	10	18-5/8	31	24	4.03	17	19-3/4	31	24	3.92	1-1/8" x 20"1/2	5.63	#4 x 30"1/2	0.56
10	17-1/2	31	24	4.16	11	18-3/4	31	24	4.59	18	18-5/8	31	24	4.38	1-3/4" x 22"1/2	7.85	#4 x 30"1/2	0.56
11	15-3/4	31	24	4.72	11	18-3/4	31	24	4.59	20	18-3/4	31	24	4.63	1-1/4" x 22"1/2	7.65	#4 x 30"1/2	0.56
12	14-1/4	41	18	5.18	12	15-1/4	41	18	5.03	22	15-1/8	41	18	5.1	1-1/4" x 22"1/2	7.65	#4 x 30"1/2	0.67
13	14-1/4	49	15	5.92	13	14	49	15	5.89	23	14-3/8	49	15	5.88	1-1/4" x 22"1/2	7.65	#4 x 30"1/2	0.87
14	13-1/4	49	15	6.87	14	13	49	15	6.92	23	13-1/4	49	15	6.92	1-1/4" x 22"1/2	7.65	#4 x 30"1/2	0.84

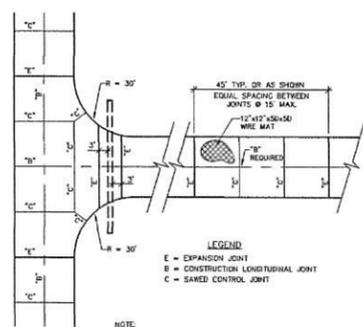
Two Lane Pavement Plan



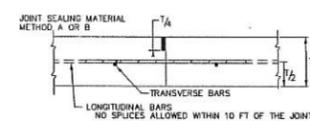
CONTRACTION JOINT SECTION W-W (SPACING 60" O.C.)



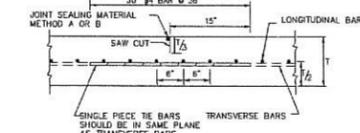
LONGITUDINAL CONTRACTION JOINT SECTION Y-Y



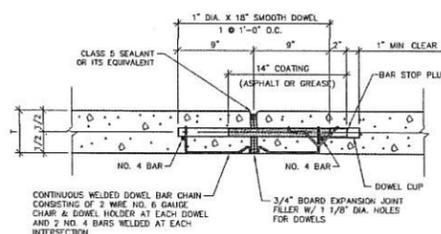
Typ. Intersection & Joint Spacing Detail



TRANSVERSE CONSTRUCTION JOINT SECTION X-X



LONGITUDINAL CONTRACTION JOINT SECTION Z-Z



NOTE:

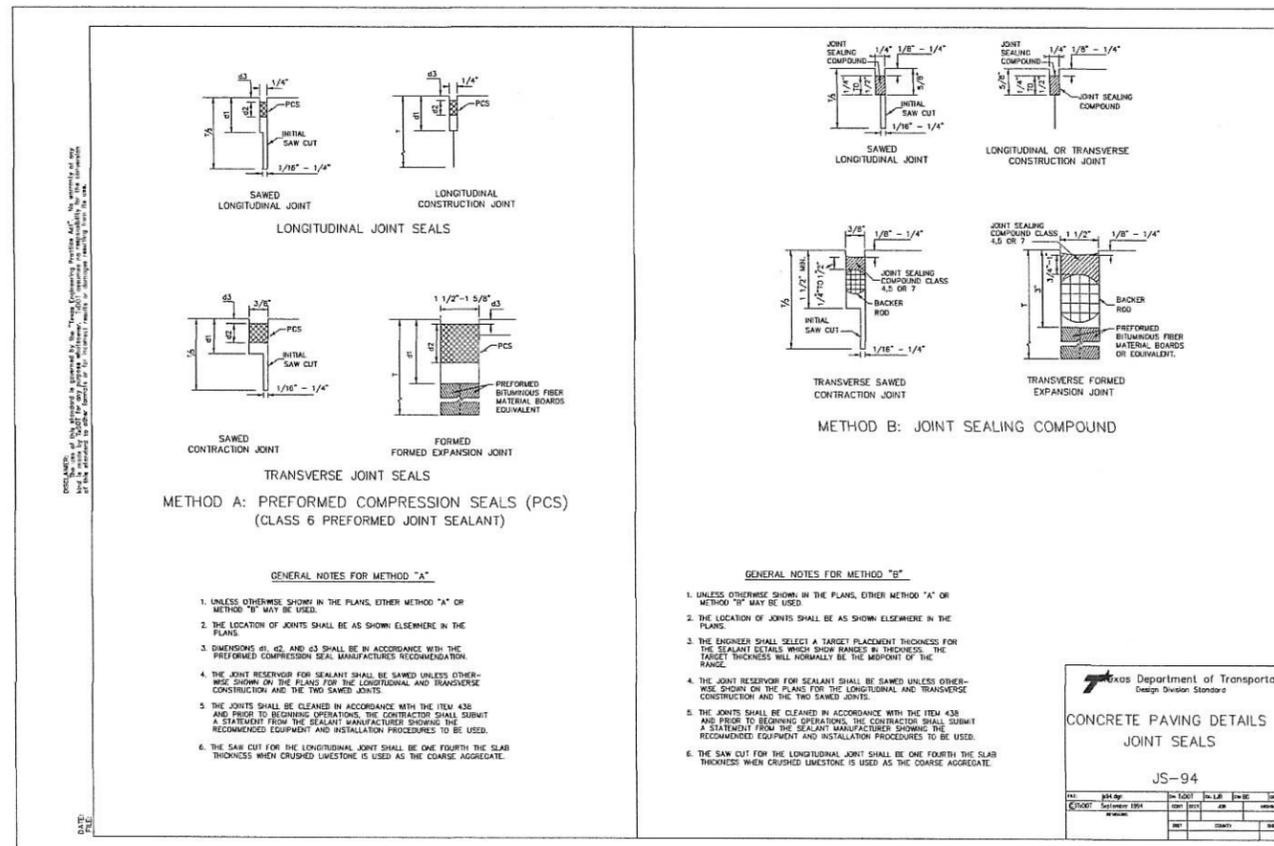
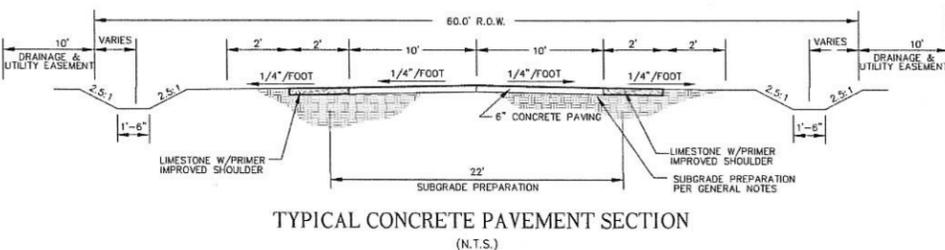
1) EXPANSION JOINT SHALL BE ANCHORED IN PLACE TO PREVENT MOVEMENT DURING PLACEMENT OF CONCRETE.

2) IF PREFABRICATED EXPANSION JOINT SEALER IS USED, STABLE TO FILLER BOARD PER MANUFACTURER RECOMMENDATIONS.

DOWEL INFORMATION

CONC. THICKNESS	DOWEL DIAMETER	DOWEL LENGTH	DOWEL SPACING
5"	3/4"	18"	18"
6"	1"	18"	24"

Expansion Joint



SPECIFICATION DATA

- PAVING & DRAINAGE
- ALL CONCRETE TO BE CLASS "A" (3,000 PSI @ 28 DAYS). SAWING OF JOINTS SHALL BEGIN AS SOON AS WORKABLE AND SHALL BE COMPLETED BEFORE 24 HOURS HAVE ELAPSED. ANY RANDOM CRACKING OF THE PAVEMENT DUE TO INCOMPLETE SAWING OPERATIONS SHALL REQUIRE THE REMOVAL AND REPLACEMENT OF THE DAMAGE SECTION AT THE CONTRACTOR'S EXPENSE.
 - STEEL REINFORCEMENT FOR PAVEMENT SHALL BE WIRE MATS 12"x12"x50x50
 - CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION OF CONCRETE PAVEMENTS TO PROPER THICKNESS AS PROVIDED IN THE CONSTRUCTION PLANS AND SPECIFICATIONS. INSPECTION OF FORMS AND GRADING WILL BE CONDUCTED PRIOR TO PLACEMENT OF CONCRETE AND RANDOM CORE SAMPLES WILL BE CONDUCTED AFTER COMPLETION PER SPECIFICATIONS TO MEASURE THICKNESS. CONTRACTOR WILL HAVE ULTIMATE RESPONSIBILITY FOR PROPER CONCRETE PAVEMENT.
 - EXPANSION JOINTS TO BE PLACED @ ALL RETURNS AND WHEN TYING INTO EXISTING PAVEMENTS AND AT OTHER LOCATIONS NOTED ON PLANS.
 - HOPE STORM SEWER PIPE SHALL BE ADS-N-12 OR EQUAL WITH PRO-LINK ULTRA JOINTS UNLESS OTHERWISE SHOWN ON PLANS. RCP SHALL BE CLASS III AND SHALL BE INSTALLED WITH FRAMEWORK PER MANUFACTURER'S RECOMMENDATIONS.
 - CONTRACTOR SHALL INCLUDE BACK FILL BEHIND EDGE OF PAVEMENT. BACK FILL SHALL BE COMPACTED AND GRADED.
 - ALL CONSTRUCTION SHALL COMPLY WITH JEFFERSON COUNTY CONSTRUCTION SPECIFICATIONS.
 - CONTRACTOR IS RESPONSIBLE FOR LOCATION AND PROTECTION OF ALL EXISTING AND PROPOSED UTILITIES DAMAGE BY CONTRACTOR SHALL BE REPLACED AT CONTRACTORS EXPENSE.
 - SELECT FILL SHALL BE IMPORTED OR NATIVE MATERIAL WITH 20% P<10 FREE OF CLAY, ROCK OR GRAVEL LARGER THAN 2".
 - EARTHEN FILL SHALL BE FREE OF CLAY, ROCK, OR GRAVEL LARGER THAN 2" AND SHALL BE COMPACTED TO 95% STD. PROCTOR DENSITY IN 8" LIFTS.
 - SUBGRADE PREPARATION.
 - REMOVE ALL EXISTING VEGETATION AND ROOTS LARGER THAN HALF AN INCH IN DIAMETER TO A DEPTH 18" BELOW SUBGRADE. FILL ANY HOLES WITH SELECT FILL.
 - SCARIFY THE SUBGRADE AND PROOF ROLL.
 - ADD MOISTURE IF NECESSARY AND COMPACT TO 95% STANDARD PROCTOR DENSITY (ASTM-D-698). MOISTURE CONTENT SHOULD BE BETWEEN +1 TO +3% OF OPTIMUM.
 - SOFT SPOTS SHALL BE REMOVED AND BACK FILLED WITH SELECT FILL.
 - SUBGRADE SHALL BE GRADED TO THE ELEVATIONS SPECIFIED ON PLANS.
 - FILL AREAS OUTSIDE OF PAVING SHALL BE UNIFORMLY GRADED TO SLOPES SPECIFIED ON DRAWINGS.
 - EXCAVATE DITCHES TO LINES AND GRADES SHOWN ON PLANS.

Ridgecrest Subdivision

Unit 4 - A

Seamont, Texas

DATE: _____

ISSUED FOR: _____

NO: _____

Detail Sheet

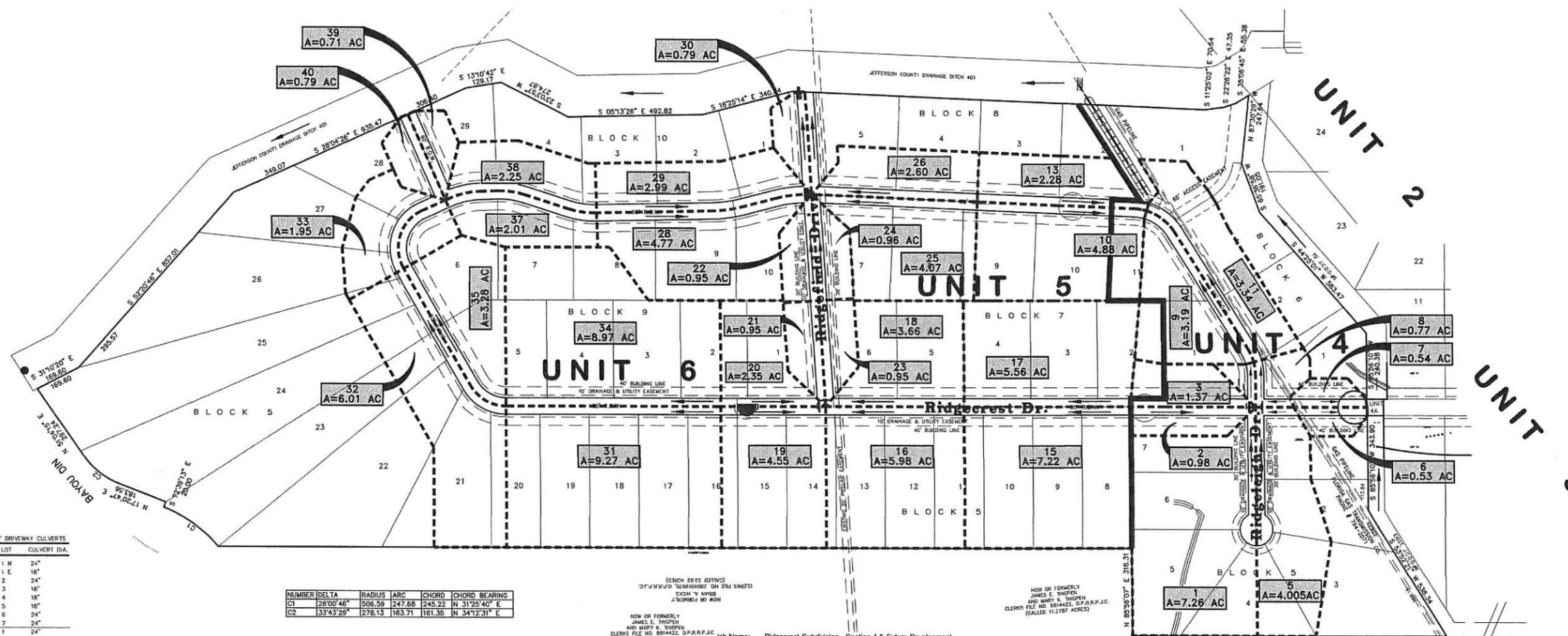
Fittz & Shipman
Consulting Engineers and Land Surveyors
INC.

PROJECT NO.: 05837
DRAWING NAME: CULDESAC
SCALE: 1" = 30'
DRAWN BY: J. LYNCH
CHECKED BY: DRK
PLOT DATE: Oct 09, 2014

1405 CORNERSTONE COURT • SEAMONT, TEXAS • (409)832-7238 • FAX (409)832-7303
1181 E. FIRM #1160 • T.X.L.S. FIRM #100165

JOB # 05837.0001
DWG. NAME: 8220601CULDESAC

SHEET C2 OF



SCHEDULE OF DRIVEWAY CULVERTS

BLOCK	LOT	CULVERT DIA.
5	1 N	24"
	1 E	18"
	2	24"
	3	18"
	4	18"
	5	18"
	6	24"
	7	24"
6	1	24"
	2	24"
	3	24"
7	1	2-24"
	11	2-24"
8	1	24"

NUMBER	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	28°00'46"	506.59	247.68	245.22	N 31°25'40" E
C2	33°43'29"	278.13	163.71	161.35	N 34°12'31" E

Job Name: Ridgecrest Subdivision - Section 4 & Future Development
 Job No.: 06637
 Date: 10-Apr-14
 Time: 10:37 AM

DRAINAGE AREA COMPUTATIONS

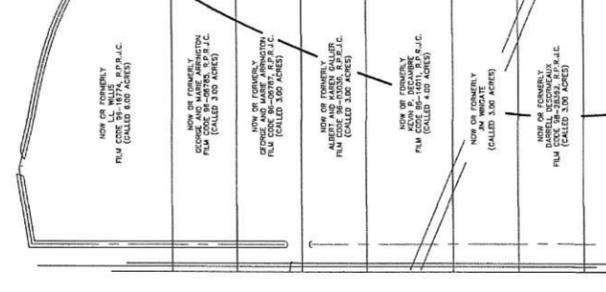
DRAINAGE AREA NO.	TOTAL AREA (Ac.)	residential	Combined CA	Time of Concentration		Q (c.f.s.)	i (in/hr.)	Q (c.f.s.)
				1 (min.)	2 (in/hr.)			
1	7.282	7.282	2.324	15.0	5.80	13.48	6.63	15.42
2	0.980	0.980	0.314	15.0	5.80	1.82	6.63	2.08
3	1.370	1.370	0.438	15.0	5.80	2.54	6.63	2.91
4	0.281	0.281	0.090	15.0	5.80	0.52	6.63	0.60
5	4.005	4.005	1.281	15.0	5.80	7.43	6.63	8.50
6	0.533	0.533	0.170	15.0	5.80	0.99	6.63	1.13
7	0.554	0.554	0.177	15.0	5.80	1.03	6.63	1.18
8	0.786	0.786	0.245	15.0	5.80	1.42	6.63	1.63
9	3.192	3.192	1.021	15.0	5.80	5.93	6.63	6.78
10	4.877	4.877	1.560	15.0	5.80	9.05	6.63	10.35
11	3.344	3.344	1.070	15.0	5.80	6.21	6.63	7.10
13	2.284	2.284	0.731	15.0	5.80	4.24	6.63	4.85
15	7.215	7.215	2.309	15.0	5.80	13.40	6.63	15.32
16	5.979	5.979	1.913	15.0	5.80	11.10	6.63	12.69
17	5.564	5.564	1.780	15.0	5.80	10.33	6.63	11.81
18	3.659	3.659	1.171	15.0	5.80	6.79	6.63	7.77
19	4.547	4.547	1.455	15.0	5.80	8.44	6.63	9.65
20	2.353	2.353	0.753	15.0	5.80	4.37	6.63	5.00
21	0.948	0.948	0.303	15.0	5.80	1.76	6.63	2.01
22	0.955	0.955	0.306	15.0	5.80	1.77	6.63	2.03
23	0.948	0.948	0.303	15.0	5.80	1.76	6.63	2.01
24	0.955	0.955	0.306	15.0	5.80	1.77	6.63	2.03
25	4.071	4.071	1.303	15.0	5.80	7.56	6.63	8.64
26	2.259	2.259	0.723	15.0	5.80	4.19	6.63	4.80
27	0.724	0.724	0.232	15.0	5.80	1.34	6.63	1.54
28	4.771	4.771	1.527	15.0	5.80	8.86	6.63	10.13
29	2.994	2.994	0.958	15.0	5.80	5.56	6.63	6.36
30	0.791	0.791	0.253	15.0	5.80	1.47	6.63	1.68
31	9.289	9.289	2.966	15.0	5.80	17.21	6.63	19.68
32	6.010	6.010	1.923	15.0	5.80	11.16	6.63	12.76
33	1.953	1.953	0.625	15.0	5.80	3.63	6.63	4.15
34	8.974	8.974	2.872	15.0	5.80	16.66	6.63	19.05
35	3.279	3.279	1.049	15.0	5.80	6.09	6.63	6.96
36	0.748	0.748	0.239	15.0	5.80	1.39	6.63	1.59
37	2.013	2.013	0.644	15.0	5.80	3.74	6.63	4.27
38	2.246	2.246	0.719	15.0	5.80	4.17	6.63	4.77
39	0.709	0.709	0.227	15.0	5.80	1.32	6.63	1.51
40	0.786	0.786	0.252	15.0	5.80	1.46	6.63	1.67

STORM SEWER CALCULATIONS

Job Name: Ridgecrest Subdivision - Section 4 & Future Development
 Job No.: 06637
 Date: 10-Apr-14

Storm Sewers

FROM TO	DRAINAGE AREA NO.	TOTAL DA (Ac.)	TOTAL CA	LNTH (ft.)	Time of Concentration Along channel	Inlet Time	Used in Design (in/hr)	I (in/hr)	Q (cfs)	Size (in)	Slope (%)	Cap. (cfs)	Vel. (ft/sec)	REMARKS		
North side of Ridgecrest Drive																
1	3-1-2	6.242	2.638	50	15.0	15.0	6.63	17.50	2	24	0.28	24.00	3.82	6.50 pipe		
3	4-1-2+3	9.612	3.076	128	15.00 + 50 / 3.82 (60) = 15.2	15.0	15.2	6.59	20.26	3	3.00	1.00	0.200	22.9	3.8	2.66 ditch
4	9-1-3+4	9.894	3.166	580	15.22 + 128 / 3.82 (60) = 15.8	15.0	15.8	6.47	20.49	3	3.00	1.00	0.200	22.9	3.8	2.43 ditch
10	9-10	4.877	2.863	200	(350 / 5+800/1) (60) = 25.0	25.0	25.0	5.07	14.51	3	3.00	1.07	0.100	18.6	2.8	4.12 ditch
9	11-1-4+9+10	17.962	7.051	48	15.76 + 580 / 3.82 (60) = 18.3	15.0	18.3	6.00	42.30	2	30	0.40	52.01	5.30	9.72 pipe	
South side of Ridgecrest Drive																
5	8-5	4.005	1.281	50	15.0	15.0	6.63	8.50	1	24	0.28	12.00	3.82	3.50 pipe		
8	11-5+8	4.771	1.527	148	15.00 + 50 / 3.82 (60) = 15.2	15.0	15.2	6.59	10.06	3	3.00	0.67	0.200	10.3	3.1	0.25 ditch
11	ditch 5, 8+11	8.115	2.597	600	15.22 + 148 / 3.07 (60) = 16.0	15.0	16.0	6.42	16.88	1	24	0.54	16.66	5.30	-0.02 pipe	
13	11-13	4.543	1.454	200	(200 / 5+800/1) (60) = 20.0	20.0	20.0	5.73	8.33	1	24	0.22	10.64	3.39	2.31 pipe	
ditch OUT	1-4,5,8,10,+9	33.965	12.171	580	18.31 + 48 / 5.30 (60) = 18.5	15.0	18.5	5.97	72.71	3	3.00	2.03	0.120	81.1	4.4	8.41 ditch
Ridgecrest Drive	6 OUT 6	0.533	0.170	25	15.0	15.0	6.63	1.13	1	24	0.28	12.00	3.82	10.87 pipe		
	7 OUT 7	0.554	0.177	25	15.0	15.0	6.63	1.16	1	24	0.28	12.00	3.82	10.82 pipe		
ANALYSIS OF OUTFALL - 100 YR STORM FREQUENCY																
ditch OUT	1-4,5,8,10,+9	33.965	12.171	580	18.31 + 48 / 5.30 (60) = 18.5	15.0	18.5	8.59	104.49	3	3.00	2.26	0.120	105.5	4.7	0.96 ditch
									104.49	1	48	0.53	104.86	8.34	0.36 pipe	



OFF-SITE DRAINAGE AREAS

Lot	Area (Ac.)	Area (Ac.)	Area (Ac.)	Time (min)	Time (in/hr)	Q (c.f.s.)	i (in/hr)	Q (c.f.s.)
1A	11.364	11.364	3.636	15.0	5.80	21.10	6.63	24.12
2A	4.821	4.821	1.543	15.0	5.80	6.95	6.63	10.23
3A	12.397	12.397	3.967	15.0	5.80	23.02	6.63	26.32
4A	11.938	11.938	3.820	15.0	5.80	22.16	6.63	25.34
5A	8.202	8.202	2.645	15.0	5.80	17.08	6.63	18.53
6A	12.397	12.397	3.967	15.0	5.80	23.02	6.63	26.32
7A	14.233	14.233	4.555	15.0	5.80	26.43	6.63	30.21
8A	7.805	7.805	2.498	15.0	5.80	14.48	6.63	16.57
9A	7.117	7.117	2.277	15.0	5.80	13.21	6.63	15.11
10A	13.315	13.315	4.261	15.0	5.80	24.72	6.63	28.27
11A	7.822	7.822	2.503	15.0	5.80	14.52	6.63	16.61
12A	2.755	2.755	0.882	15.0	5.80	5.11	6.63	5.85
13A	8.953	8.953	2.865	15.0	5.80	16.62	6.63	19.01
14A	5.739	5.739	1.837	15.0	5.80	10.66	6.63	12.18
15A	5.969	5.969	1.910	15.0	5.80	11.08	6.63	12.67
16A	3.214	3.214	1.028	15.0	5.80	5.97	6.63	6.82
17A	6.428	6.428	2.057	15.0	5.80	11.93	6.63	13.65
18A	3.214	3.214	1.028	15.0	5.80	5.97	6.63	6.82
19A	1.607	1.607	0.514	15.0	5.80	2.96	6.63	3.41



NOTE:
 OVERALL DRAINAGE PLAN SHOWN, HAS BEEN DEVELOPED FOR ALL OF RIDGECREST. CONSTRUCTION TO BE PERFORMED ONLY TO ACCOMMODATE UNIT 4 AS DETAILED IN SHEET C3 THROUGH C8 OF THESE PLANS.

OWNERSHIP OF DOCUMENTS
 THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF FITZ & SHIPMAN, INC., AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF FITZ & SHIPMAN, INC.

Ridgecrest Subdivision
Unit 4
 Beaumont, Texas

Drainage Areas

Fitz & Shipman INC.
 Consulting Engineers and Land Surveyors
 1405 CORNERSTONE COURT • BEAUMONT, TEXAS • (409)832-7238 • FAX (409)832-7303
 T.O.P.E. FIRM #1100 • T.O.P.S. FIRM #100185

PROJECT NO.: 06637
 DRAWING NAME: 637C401
 SCALE: 1" = 200'
 DRAWN BY: J.L.H.
 CHECKED BY: D.R.K.
 PLOT DATE: Sep 22, 2014

SHEET C1 OF 8

Permit No. 09-P-14

Precinct No. 1

BOND # 022049777

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date 11/17/2014

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Kinder Morgan Texas Pipeline LLC (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 natural gas, location of which is fully described as follows:

6 pages of drawings attached.
Construction will begin on or after December 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 12/1/14, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u> road crossing @ \$100.00	\$ <u>100.00</u>
<u>0.19</u> miles parallel @ \$150.00/mile or fraction	\$ <u>28.50</u>
TOTAL	\$ <u>128.50</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 Kinder Morgan Texas Pipeline LLC

By Allen Wagers - Allen Wagers

Title Right-of-Way Agent, SR.

Address 1001 Louisiana, Suite 1000

Houston Texas

Phone No. 713-420-5080

FAX No. 713-495-2755

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 15,000.00 _____

Joseph W. Rao
Director of Engineering

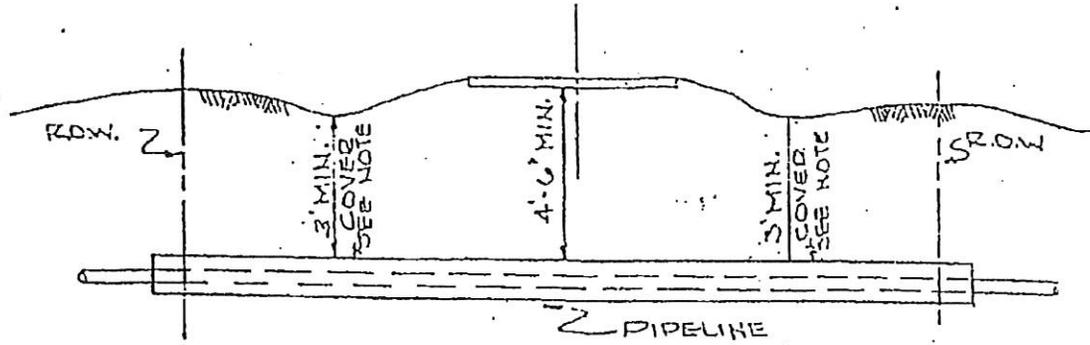
12/1/14
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 15,000.00 - . Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

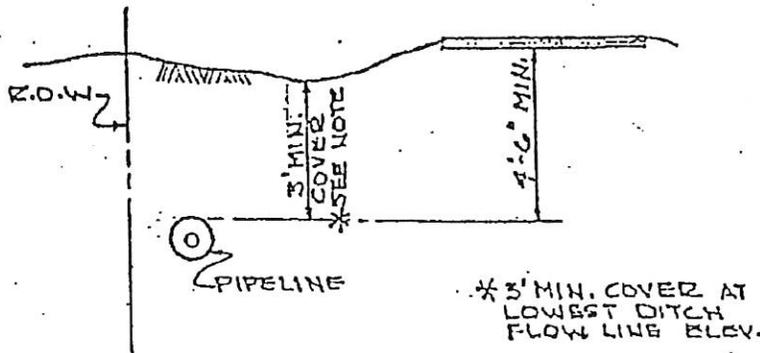
By _____
County Judge



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

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

1. STANDARD PIPELINE CROSSING



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

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT. PIPELINE DETAILS (STD.)
--

PERMIT PERFORMANCE BOND

Bond No. 022049777

KNOW ALL MEN BY THESE PRESENTS, that we, **Kinder Morgan Texas Pipeline LLC**, as Principal, and **Liberty Mutual Insurance Company**, licensed to do business in the State of Texas, as Surety, are held and firmly bound unto **Jefferson County, TX** (Obligee), in the penal sum of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained a permit to work within the public right-of-way for Pipe Line Permit - one road crossing and 0.2 miles parallel construction.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the Obligee. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 19th day of **November, 2014**, and may be terminated by thirty (30) days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

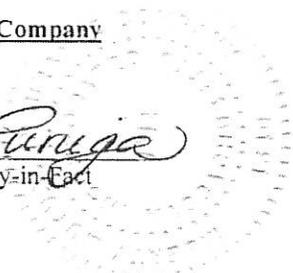
Sealed with our seals and dated this 19th day of November, 2014.

Witness *[Signature]*

[Signature]
By *[Signature]*
Kinder Morgan Texas Pipeline LLC
(Principal)

Witness *[Signature]*
Richard Covington

[Signature]
By *[Signature]*
Liberty Mutual Insurance Company
(Surety)
Maria D. Zuniga, Attorney-in-Fact



[Handwritten signature]

[Handwritten signature]



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[Handwritten signature]

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THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6511190

American Fire and Casualty Company
The Ohio Casualty Insurance Company

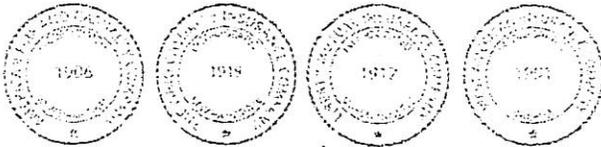
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph R. Aubert; Marc W. Boots; Maria D. Zuniga; P. T. Osburn; Richard Covington; Vickie Lacy

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of April, 2014.



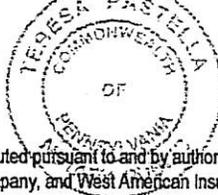
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of April, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
MY Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

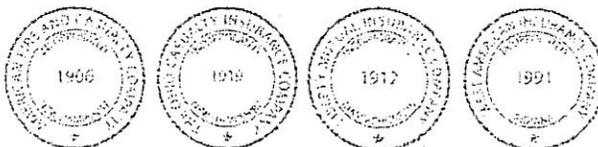
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of November, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Replace 061-013 Pipeline

Scope of Work:

- Reroute the above ground canal pipeline crossing by reborings under the existing road and canal.

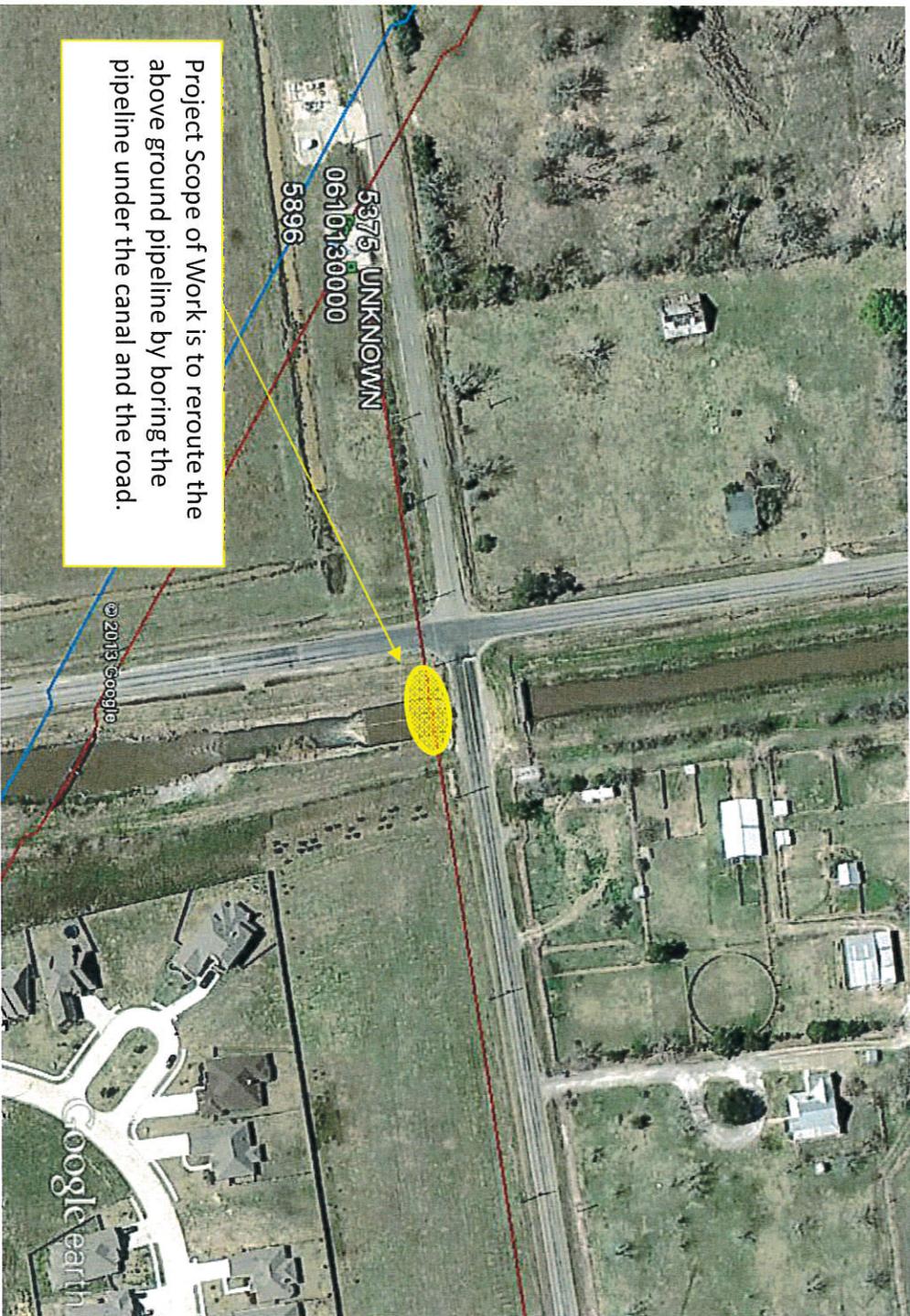
Goals

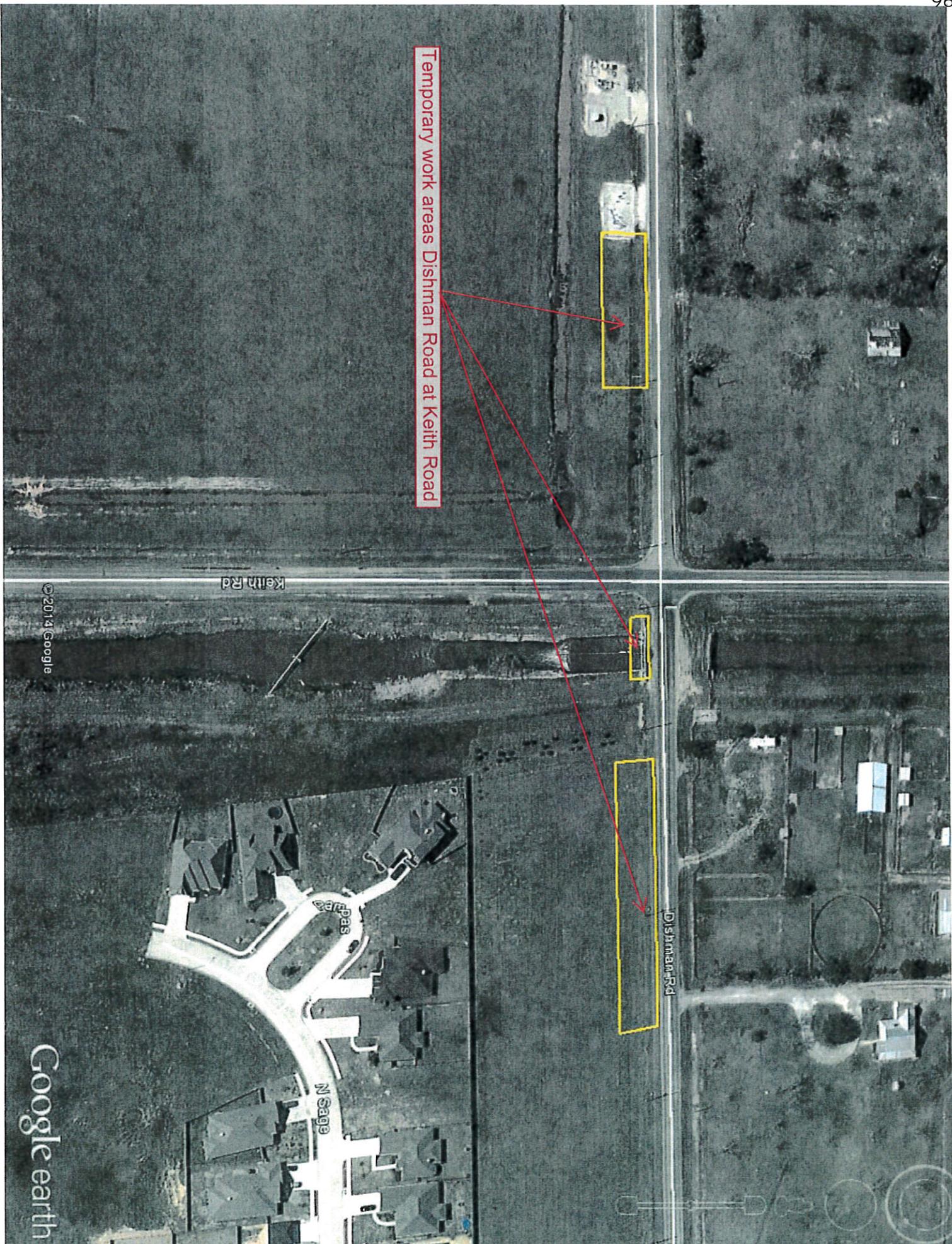
- Complete the project without an incident or near miss.
- Complete the project at the allocated project budget.
- Complete the project within the allocated project schedule.

Objectives

- Decommission the existing pipeline and isolate prior to commencing any work
- Fabricate and hydro test the new 8" pipeline to be directionally bored prior to decommissioning the existing pipeline.
- Bore the new 8" pipeline under the existing road and canal near the existing 8" 061-013 pipeline.
- Hydro test and dewater the new 8" pipeline prior to decommissioning and making field tie-ins. Dewpoint is -40
- Make two-(2) field tie-ins during the outage.
- Decommission the existing pipeline – Still to be decided (1) abandon in place or (2) remove all below grade. NOTE: Pipeline section crossing the canal needs to be removed by excavating approximately 24" below grade on both ends.
- Resurface grade to its original landscape
- Manage the storage of all waste water and pigs used on project.

Replace 061-013 Pipeline





Temporary work areas Dishman Road at Keith Road

Keith Rd

Dishman Rd

N Sage

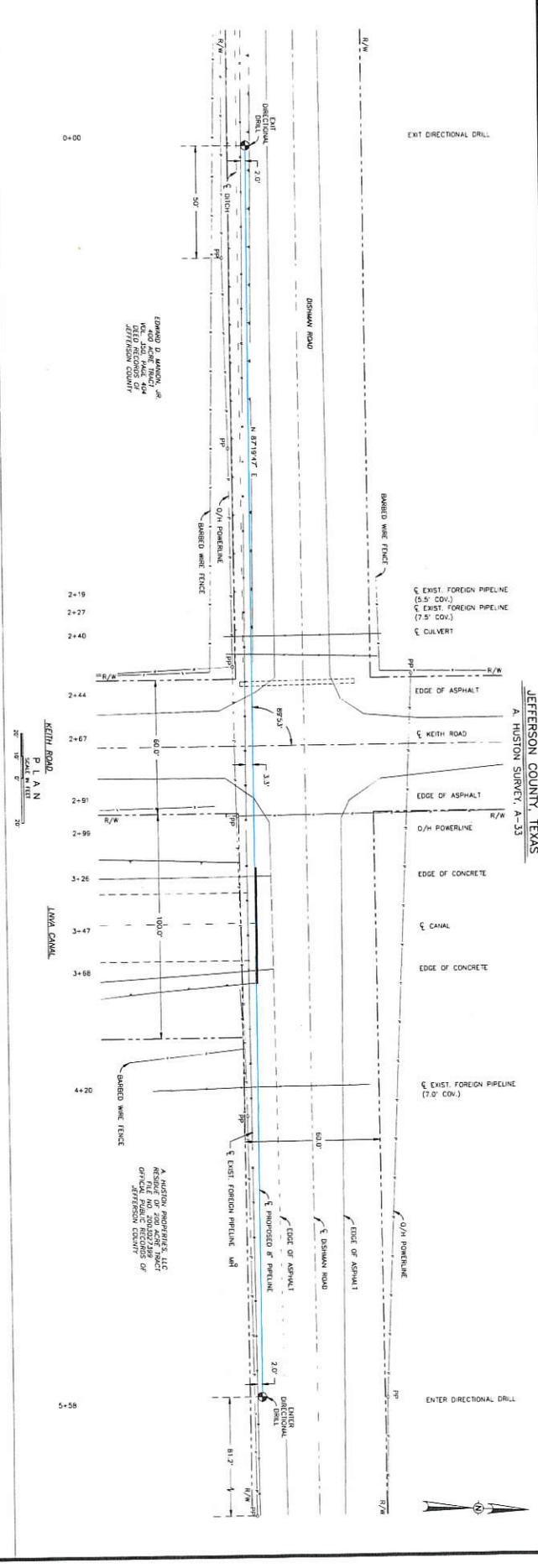
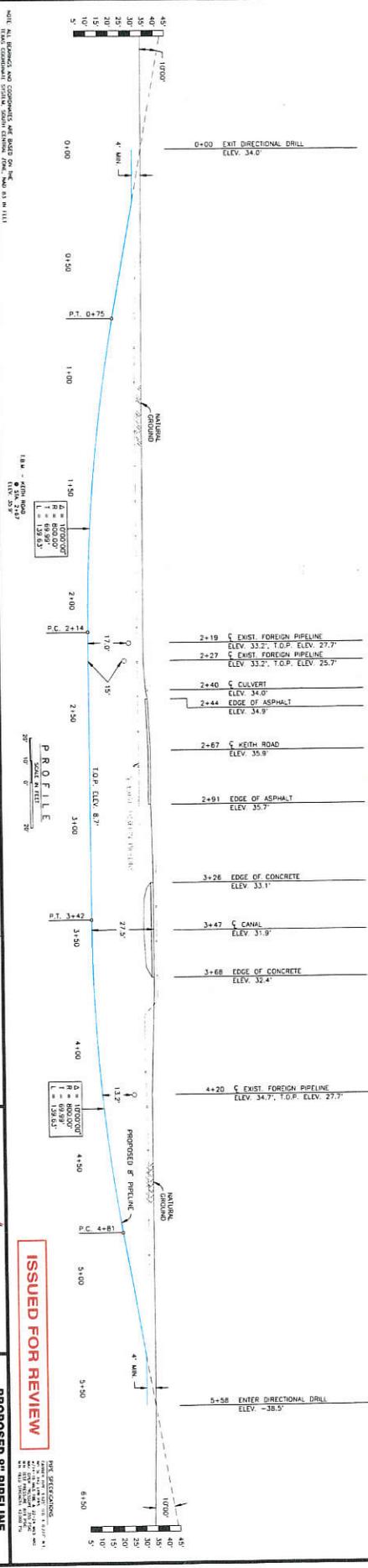
Pass

© 2014 Google

Google earth

FILE DATE: 10/06/2014 9:34 AM PLOT #4184014 1-20

NO.	DESCRIPTION	DATE	BY	CHECKED
1	BOUNDARY			
2	STAKE SET			
3	STAKE SET			
4	STAKE SET			
5	STAKE SET			
6	STAKE SET			
7	STAKE SET			
8	STAKE SET			
9	STAKE SET			
10	STAKE SET			
11	STAKE SET			
12	STAKE SET			
13	STAKE SET			
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15	STAKE SET			
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CULLETT & ASSOCIATES, INC.
 7708 SOUTH LAKE EAST
 FRIEDLAND, TEXAS 77841
 TEL: 409-834-2300
 FAX: 409-834-2300
 WWW.CULLETT-ASSOCIATES.COM

KINDER MORGAN
 KINDER MORGAN LOGS TERMINAL, LLC
 10000 W. HIGHTWAY 100
 HOUSTON, TEXAS 77036
 TEL: 281-416-1000
 FAX: 281-416-1000
 WWW.KINDERMORGAN.COM

**PROPOSED 8\"/>
 UNDER
 KEITH ROAD & LAVA CANAL**

PROJECT NO. CD-4419-401

ISSUED FOR REVIEW

DATE: 10/06/2014 9:34 AM
 FILE: 4184014 1-20

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Application Date: 11/04/14 Permit #: 07 -OW- 14 Precinct#: 2

Business Name: RUTHERFORD OIL CORPORATION Business Phone: 713-968-3431

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

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

State Permit No. (if applicable): _____

Bond Amount: \$160,000 Bond #: 0575091

Description of Work/Type/Location: Transport drilling rig and support equipment to drill site, drill well (± 50 days) and remove rig & equipment.

Description of Route: I-10 & Hwy 365 (MM 838) Go 7.8 miles to Garner Rd. Turn right onto GARNER Rd & go 1.4 miles to location entrance on right.

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

Signed this 10th day of NOVEMBER 20 14.

RUTHERFORD OIL CORPORATION
Name of Company (Permittee)

JEFFERSON COUNTY

By: Pet Reefell

By: Donald W. Rao

Title: CHAIRMAN

Director of Engineering

Pet Reefell
Applicant's Signature

By: Mike Tuben
Precinct Supervisor

PAT R. RUTHERFORD
Applicant's Printed Name

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 11/12/14 Application Approved Yes No

If No, give reason: _____

Processed By: ERNEST CLEMENT

Title: ENGINEERING SPECIALIST



Processor's Signature

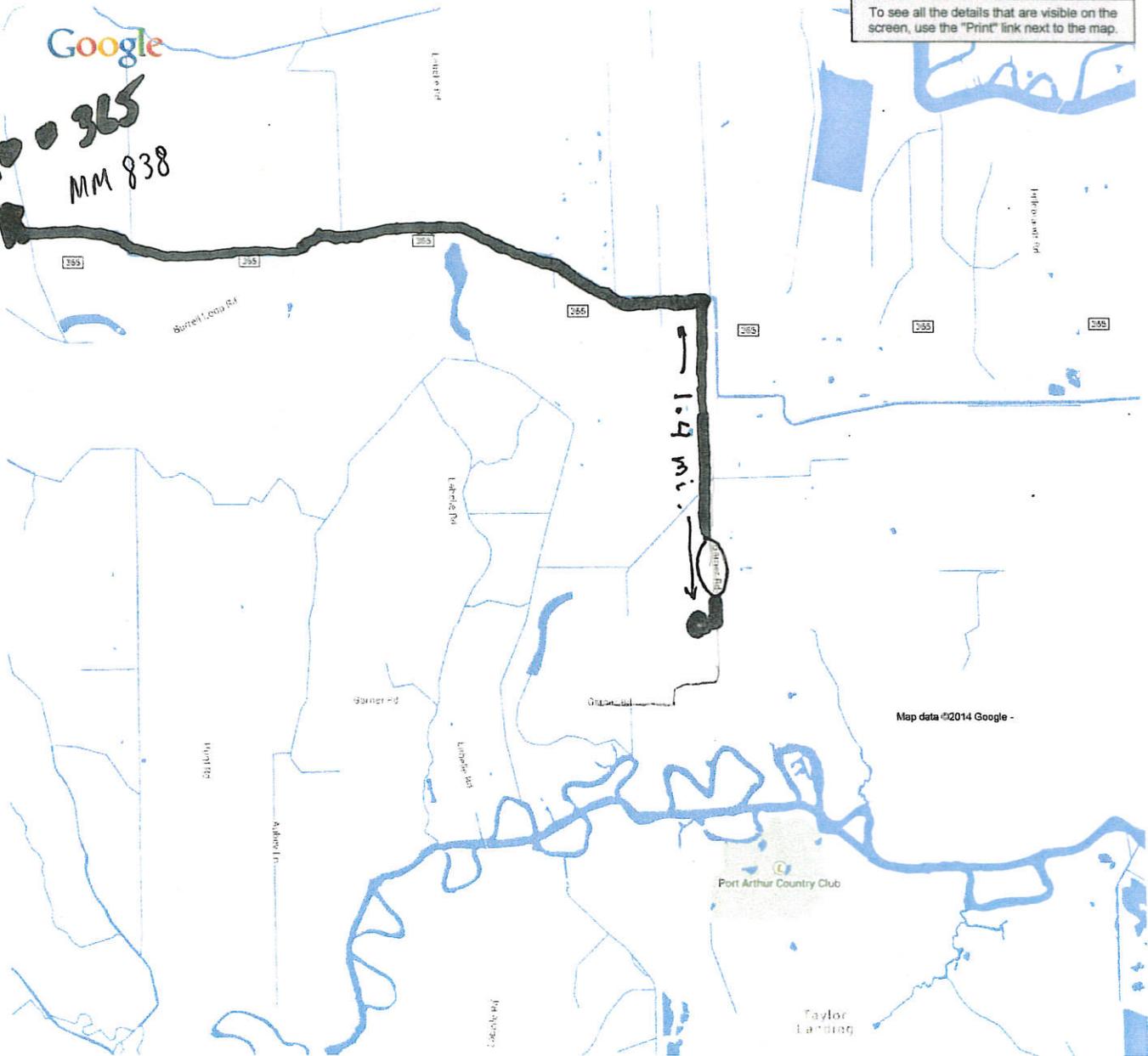
ERNEST CLEMENT

Processor's Printed Name

Google

I-10 @ 365
MM 838

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



- 4. Company shall provide a surety bond in the sum of [\$ 160,000 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

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

Agreed and executed this _____ day of _____, _____

Jefferson County Judge

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

Attest:

Jefferson County Clerk

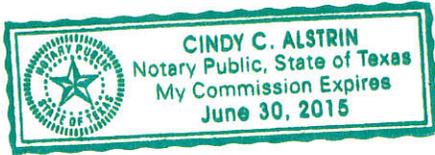
Pet Rutherford
Authorized Agent for RUTHERFORD OIL CORPORATION

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

I, Cindy C. Alstrin a notary public, do hereby certify that on this 10th day of November, 2014, personally appeared before me Pat R. Rutherford, being by me first duly sworn, declared that he is the Chairman of Rutherford Oil Corporation and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 10th day of November, 2014



Cindy C. Alstrin
Notary Public, State of Texas
Notary's Typed/Printed Name Cindy C. Alstrin
My commission expires June 30, 2015

Exhibit 1

Estimate of Cost:

Length of [1st road name]: GARNER : 1.4 MILES
 Type of road surface/material: BLACK TOP
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

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

Labor: (Rate includes salary/benefits/overtime, where applicable)
 Foreman \$ 36²⁰ per hour x _____ hours = \$ _____

Equipment Operator \$ 29⁵⁰ per hour x _____ hours = \$ _____

Other \$ _____ per hour x _____ hours = \$ _____

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

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

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

Other \$ 70⁰⁰ per hour x _____ hours = \$ _____

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

Base mtl \$ 77⁰⁰ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 103²⁰ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ 45⁰⁰ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ GARNER

IRADALL

tabularize
BASE

PERFORMANCE BOND

BOND # 0575091

KNOW ALL MEN BY THESE PRESENTS, that we,

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

as PRINCIPAL, and **International Fidelity Insurance Company**, as SURETY (authorized to do business in the State of Texas) are held and firmly bound unto THE COUNTY OF JEFFERSON, TEXAS, hereinafter called the COUNTY, in the penal sum of ONE HUNDRED SIXTY THOUSAND DOLLARS and no cents (\$160,000.00), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal has requested a permit by the County of JEFFERSON, Texas, by application dated November 4th 2014, for:

Jefferson County Overweight Vehicle Permit and Road Use Agreement

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this 6th day of November, 2014,

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

PRINCIPAL:
Rutherford Oil Corporation

SURETY:
International Fidelity Insurance Company

BY: *Pat Rupp*
TITLE: CHAIRMAN

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

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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

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

MOLLY REAGAN SALAZAR

Houston, TX.

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

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

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

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



STATE OF NEW JERSEY
County of Essex

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



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

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



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2015

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6th day of NOVEMBER 2014

MARIA BRANCO, Assistant Secretary

Special, December 01, 2014

There being no further business to come before the Court at this time,
same is now here adjourned on this date, December 01, 2014