

SPECIAL, 1/4/2016 1:30:00 PM

BE IT REMEMBERED that on January 04, 2016, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
January 04, 2016

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
January 04, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **04th** day of **January 2016** at its regular meeting place in the Jury Impaneling room, Jefferson County Courthouse, 1085 Pearl Street, Beaumont, Texas. Until further notice.

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

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

WORKSHOP:-1:00 p.m. -To receive information and discuss electrical issues at Ford Park.

WORKSHOP: 2:00PM - To discuss 2015 Property Insurance Renewal.

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve, execute, receive and file Equipment Service Contract with Western Micrographics & Imaging Systems, Inc. for HP DesignJet Map Scanner Model T100PS equipment for the County Clerk's office.

SEE ATTACHMENTS ON PAGES 8 - 8

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve, execute, receive and file Equipment Service Contract with Western Micrographics & Imaging Systems, Inc. for Kodak Prostar II Processor and Kodak Archive Writer 9610 K392-8932 equipment for the County Clerk's office.

SEE ATTACHMENTS ON PAGES 9 - 9

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve Equipment Lease Purchase Agreement with DeLage Landen Public Finance LLC for the lease purchase of 98 copiers in accordance with TX BuyBoard #453-14 Sharp Electronic and DIR-TSO-3082 Konica Minolta.

SEE ATTACHMENTS ON PAGES 10 - 27

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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4. Consider and approve a Service Agreement with Star Graphics to cover all Sharp and Konica equipment leased within Jefferson County TX BuyBoard #453-14 Sharp Electronics.

SEE ATTACHMENTS ON PAGES 28 - 30

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

5. Consider and approve, execute, receive and file Change Order No. 2 for (IFB 14-008/KJS), Jefferson County Courthouse Mechanical and Safety Upgrades (Phase 5) with N & T Construction Company, Inc. for an increase of 110 contract working days, bringing the total number of contract working days from 300 days up to 410 days. This increase applies to the original scope of work (electrical and HVAC upgrades) for this project. There will be no change in working days for the carpentry restoration services (Jefferson County Commissioners' and District Courtroom) portion of this project.

SEE ATTACHMENTS ON PAGES 31 - 32

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

6. Regular County Bills – check #415678 through check #415877 (12/28/2015) and check #415878 through checks #416032 (01/04/2016).

SEE ATTACHMENTS ON PAGES 33 - 47

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY CLERK:

7. Consider and approve in accordance with SB393, designating 'Volunteers For Democracy Day' on January 12, 2016.

SEE ATTACHMENTS ON PAGES 48 - 48

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY COMMISSIONERS:

8. Consider, possibly approve and authorize the County Judge to execute, receive and file Letter Agreement between Jefferson County, Texas and Lamar University for the video taping of Commissioners Court meetings from September 1, 2015 through August 31, 2016. (This is provided at the same cost as the prior year.)

SEE ATTACHMENTS ON PAGES 49 - 51

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider and approve a resolution authorizing the submission of a project completion report and a contract amendment request for the Community Development Fund Contract between Jefferson County and the Texas Department of Agriculture – CDBG Program, Contract number 713250.

SEE ATTACHMENTS ON PAGES 52 - 101

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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10. Consider and possibly approve a donation by Bill Cummings to the Jefferson County Historical library for a set of American Heritage History magazines published from 1956 - 1986, Pursuant to Sec. 81.032, Local Government Code.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

DISTRICT CLERK:

11. Considerand possibly approve and authorize the County Judge to execute a Master Agreement for Document Imaging Services and Products between Jefferson County, Texas and DataBank IMX, Inc.

SEE ATTACHMENTS ON PAGES 102 - 112

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

12. Consider and possible adopt a Resolution recognizing Dean Smith for 25 years of dedicated service as a Jailer and Sergeant in Corrections and for the Alternative School for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his future endeavors.

SEE ATTACHMENTS ON PAGES 113 - 114

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

Other Business:

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

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

Notice of Meeting and Agenda and Minutes
January 04, 2016

Jeff R. Branick
County Judge

Western Micrographics & Imaging Systems, Inc.
11665 Fuqua Ste. C308
Houston, Texas 77034
281-481-8833
Fax 281-481-8838

Equipment Service Contract

Charge To:
 Name: Jefferson County
 Address: 1001 Pearl Street
 City: Beaumont, Texas 77701
 Attn: Carolyn Guidry

Installed At:
 Name: Same
 Address:
 City:
 Attn:

Description		Serial Number	Unit Price
HP DesignJet Map Scanner Model T100PS		MY8BB6C081	\$1200.00
Effective Date	Expiration Date	P.O. Number	
01/01/2016	12/31/2016		

Terms of Agreement

Parts Replacement: Parts replaced at time of service call will be replaced at no charge. All supply items, toner/ink, lamps, consumables and other glass items will be charged to the customer.

Labor: Repair service will be supplied at no charge upon customer request during regular service hours. All service required after hours will be charged to the customer at an additional rate.

Other Terms: Equipment service contract does not include equipment rebuilding or reconditioning. Equipment damaged by misuse will not be covered under contract. Equipment damage caused by movers/moving.

Cancellation: Equipment service contract may be cancelled by customer or Western Micrographics & Imaging Systems, Inc. upon 30 days prior written notice. Contract may be cancelled by Western Micrographics & Imaging Systems, Inc. if payment is not received by due date.

Taxes: Please note that sales, use, or other taxes measured by sales or receipts are not included in the prices shown by where applicable will be added to your invoice if a valid exemption certificate is not furnished.

Customer acknowledges that prior to signing this contract he or she has read and has agreed to the terms stated. Please return signed contract to be invoiced.

Dan Shearer *D. Shearer*
 Western Representative

12-22-15
 Date

Firm Name	Signature and Title	Date

Original Copy

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER PUB 15389

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

EXCEPT AS NOTED, ALL SIGNATURES MUST BE BY THE PERSON OR PERSONS AUTHORIZED IN LESSEE'S RESOLUTION.

I. EQUIPMENT LEASE PURCHASE AGREEMENT**a. Terms and Conditions**

- Print name, title, sign and date
- Another authorized officer must attest the signature – must be signed by other than lease signor

b. Certificate of Clerk or Secretary

- Date, sign and type in name and title (authorized officer other than lease signor)

c. Opinion of Counsel

- Lessee's legal counsel must sign, date and type in their name, the name of the firm, address and telephone number.

II. EXHIBIT A – SCHEDULE OF RENTAL PAYMENTS

- Print name, title, sign and date

III. EXHIBIT B – EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. TAX DESIGNATION AND COVENANTS

The purpose of this document is to determine if the Tax-Exempt Lease Purchase Agreement meets the requirements for "Bank Qualification" under Section 265(b)(3)(B) of the Internal Revenue Code. How the Lessee answers the questions will not impact the current transaction; however, it does allow for proper categorization of the obligation and accurate reporting to the Internal Revenue Service.

- Initial the appropriate blanks on Item #2 and Item #3
- Print name, title, sign and date
- Certificate of Clerk - Sign and print name and title (authorized officer other than lease signor)

V. STATE SPECIFIC ADDENDA – Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, NC, NJ, NY, OH, OK, and TX.

- Print name, title, sign and date. Attest where required

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

- Print name, title, sign and date

VII. 8038 - IRS FORM

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

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

- Insurance Certificate for Property** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.
- Insurance Certificate for Liability** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as "additional insured."
- Resolution** of governing body approving the purchase of the equipment and the resolution ratifying the financing. (Note: If the purchase resolution and financing were done in one resolution that is sufficient.)
- Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- Advance payment check** made payable to _____
- Completed Billing Information form**
- State sales tax exemption certificate**
- Original documents**
- _____
- _____
- _____

ALL DOCUMENTATION SHOULD BE RETURNED TO:

Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 • 800-736-0220
 Attn: SUZANNE MISTRETTE
 Email: SMISTRETTE@LEASEDIRECT.COM

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

Equipment Lease Purchase Agreement

DATED: JANUARY 20, 2015

LESSEE	Foil Legal Name JEFFERSON COUNTY, TEXAS	Phone Number 409-835-8500	
	DBA Name (if any)		
Billing Address 1149 PEARL STREET 7TH FLOOR	City BEAUMONT	State TX	Zip 77701

EQUIPMENT INFORMATION	Quantity	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				PLEASE SEE ATTACHED EQUIPMENT DESCRIPTION AS "EXHIBIT B"
Equipment Location (if not same as above)				City State Zip

VENDOR	Vendor Name STAR GRAPHICS INC	Rental Payment Periods: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually	Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached hereto as Exhibit A.
	Address 4785 EASTEX FWY		
City BEAUMONT	State TX	Zip 77706	

TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE FOLLOWING PAGES, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE. IN WITNESS OF, Lessor and Lessee have caused this Agreement to be executed in their name by their duly authorized representatives as of the date written above.

LESSOR	Lessor DE LAGE LANDEN PUBLIC FINANCE LLC
	Signature
	Title
	Lease Number PUB 15389

LESSEE SIGNATURE	Lessee JEFFERSON COUNTY, TEXAS
	Signature
	Title
	(Seal)
	Attest
	Title

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

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that the officer of Lessee who execute the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee.

SIGNATURE _____ TITLE _____ DATE _____

OPINION OF COUNSEL	As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.			
	Signature	Date		
	Name	Phone Number		
	Address	City	State	Zip

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commencement Date**" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited by Lessor for that purpose with an escrow agent.

"**Equipment**" means the property described on the front of this Agreement, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"**Event of Default**" means an Event of Default described in Section 12.01.

"**Issuance Year**" is the calendar year in which the Commencement Date occurs.

"**Lease Term**" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

"**Lessee**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Lessor**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Maximum Lease Term**" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

"**Net Proceeds**" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"**Original Term**" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"**Payment Schedule**" means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

"**Purchase Price**" means the amount set forth on the Payment Schedule as the Purchase Price for the Equipment.

"**Renewal Terms**" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"**Rental Payment Period**" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due. The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st day of a month that does not include such a date shall begin on the last day of the month.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"**State**" means the state in which Lessee is located.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on the front of this Agreement.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended through-out by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement

or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of the Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Equipment described in this Agreement is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee has never failed to appropriately or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

ARTICLE III

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Equipment under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 3.03. Continuation of Lease Term. Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.04. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on the front of this Agreement and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

Section 5.02. Enjoyment of Equipment. Lessee shall peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. LESSOR SHALL HAVE NO RESPONSIBILITY TO SERVICE, MAINTAIN, REPAIR OR MAKE IMPROVEMENTS OR ADDITIONS TO THE EQUIPMENT. LESSEE SHALL MAKE ALL CLAIMS FOR SERVICE OR MAINTENANCE SOLELY TO THE VENDOR AND SUCH CLAIMS WILL NOT AFFECT LESSEE'S OBLIGATION TO MAKE ALL REQUIRED RENTAL PAYMENTS.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01, or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessor retains a security interest constituting a first lien on the Equipment and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be

used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE VIII

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment, or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any

such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by any Vendor.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessor and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the then applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended in writing by Lessor and Lessee.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Usury. The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 13.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

Section 13.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

TEXAS RIDER TO EQUIPMENT LEASE PURCHASE AGREEMENT

This Rider to that certain Equipment Lease Purchase Agreement (together with all Exhibits and this Rider, the "Agreement") dated as of JANUARY 20, 2015, between DE LAGE LANDEN PUBLIC FINANCE LLC (together with its successors and assigns, "Lessor"), and JEFFERSON COUNTY, TEXAS (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions are hereby made to the Agreement:

1. The definition of **Lease Term** in the Agreement is hereby amended by deleting the existing definition and inserting the following definition in lieu thereof:

"Lease Term" means, the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 3.02**, provided that no Lease Term shall exceed 25 years.

2. **Section 3.03** of the Lease is deleted and the following **Section 3.03** is inserted in lieu thereof:

Section 3.03. Continuation of Lease Term. The decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then-current governing body of Lessee.

3. **Section 11.01** of the Lease is deleted and the following **Section 11.01** is inserted in lieu thereof:

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and reassigned in whole (but not in part) by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

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

LESSEE SIGNATURE	Legal Name of Lessee <u>JEFFERSON COUNTY, TEXAS</u>
	Signature _____ Date _____
	Print Name _____
	Title _____
	(Seal)
	Attest _____ Title _____ Date _____

LESSOR SIGNATURE	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
	Lease Number <u>PUB 15389</u>

09PFDOC143v1

TAX DESIGNATIONS AND COVENANTS

1. The covenants and designations hereinafter set forth are intended to be, and hereby are, incorporated into the Equipment Lease Purchase Agreement, dated JANUARY 20, 2015 (the "Agreement"), between De Lage Landen Public Finance LLC ("Lessor") and JEFFERSON COUNTY, TEXAS ("Lessee"), and except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning herein as in the Agreement. The Commencement Date of the Agreement is or will be in the calendar year 2015 (the "Issuance Year").

2. Bank Qualification. Lessee initial here if this provision is applicable: _____
Lessee initial here if this provision is NOT applicable: _____

(a) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3)bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year, including the Agreement, is not reasonably expected to exceed \$10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of "qualified tax-exempt obligations" (including the Agreement but excluding private activity bonds other than qualified 501(c)(3)bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

3. Small Issue Arbitrage Rebate Exception. Lessee initial here if this provision is applicable: _____
Lessee initial here if this provision is NOT applicable: _____

(a) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected.

(SEAL)

LESSEE	Lessee Name JEFFERSON COUNTY, TEXAS	
	Signature	Date
	Title	

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that (i) the foregoing Tax Designations and Covenants were adopted and approved by action of the governing body of Lessee at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, (ii) the officer of Lessee who executed the foregoing Tax Designation and Covenants on behalf of Lessee and whose genuine signature appears thereon is the duly qualified and acting officer of Lessee as stated beneath his or her signature, and (iii) said officer has been authorized to execute the foregoing Tax Designations and Covenants on behalf of Lessee.

SIGNATURE _____ TITLE _____ DATE _____

EXHIBIT A

EQUIPMENT LEASE PURCHASE AGREEMENT

Schedule of Rental Payments

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

LESSEE: JEFFERSON COUNTY, TEXAS

LEASE NUMBER: PUB 15389

LEASE DATE: JANUARY 20, 2015

Rental Payment Number	Date	Rental Payment Amount	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	1/20/2016	0.00	0.00	0.00	736,842.51	0.00
1	2/20/2016	13,521.06	2,365.53	11,155.53	725,686.98	740,200.72
2	3/20/2016	13,521.06	2,329.71	11,191.35	714,495.63	728,785.54
3	4/20/2016	13,521.06	2,293.78	11,227.28	703,268.35	717,333.72
4	5/20/2016	13,521.06	2,257.74	11,263.32	692,005.03	705,845.13
5	6/20/2016	13,521.06	2,221.58	11,299.48	680,705.55	694,319.66
6	7/20/2016	13,521.06	2,185.31	11,335.75	669,369.80	682,757.20
7	8/20/2016	13,521.06	2,148.91	11,372.15	657,997.65	671,157.60
8	9/20/2016	13,521.06	2,112.41	11,408.65	646,589.00	659,520.78
9	10/20/2016	13,521.06	2,075.78	11,445.28	635,143.72	647,846.59
10	11/20/2016	13,521.06	2,039.04	11,482.02	623,661.70	636,134.93
11	12/20/2016	13,521.06	2,002.17	11,518.89	612,142.81	624,385.67
12	1/20/2017	13,521.06	1,965.20	11,555.86	600,586.95	612,598.69
13	2/20/2017	13,521.06	1,928.10	11,592.96	588,993.99	600,773.87
14	3/20/2017	13,521.06	1,890.88	11,630.18	577,363.81	588,911.09
15	4/20/2017	13,521.06	1,853.54	11,667.52	565,696.29	577,010.22
16	5/20/2017	13,521.06	1,816.09	11,704.97	553,991.32	565,071.15
17	6/20/2017	13,521.06	1,778.51	11,742.55	542,248.77	553,093.75
18	7/20/2017	13,521.06	1,740.81	11,780.25	530,468.52	541,077.89
19	8/20/2017	13,521.06	1,702.99	11,818.07	518,650.45	529,023.46
20	9/20/2017	13,521.06	1,665.05	11,856.01	506,794.44	516,930.33
21	10/20/2017	13,521.06	1,626.99	11,894.07	494,900.37	504,798.38
22	11/20/2017	13,521.06	1,588.81	11,932.25	482,968.12	492,627.48
23	12/20/2017	13,521.06	1,550.50	11,970.56	470,997.56	480,417.51
24	1/20/2018	13,521.06	1,512.07	12,008.99	458,988.57	468,168.34
25	2/20/2018	13,521.06	1,473.52	12,047.54	446,941.03	455,879.85
26	3/20/2018	13,521.06	1,434.84	12,086.22	434,854.81	443,551.91
27	4/20/2018	13,521.06	1,396.04	12,125.02	422,729.79	431,184.39
28	5/20/2018	13,521.06	1,357.11	12,163.95	410,565.84	418,777.16
29	6/20/2018	13,521.06	1,318.06	12,203.00	398,362.84	406,330.10
30	7/20/2018	13,521.06	1,278.89	12,242.17	386,120.67	393,843.08
31	8/20/2018	13,521.06	1,239.58	12,281.48	373,839.19	381,315.97
32	9/20/2018	13,521.06	1,200.16	12,320.90	361,518.29	368,748.66
33	10/20/2018	13,521.06	1,160.60	12,360.46	349,157.83	356,140.99
34	11/20/2018	13,521.06	1,120.92	12,400.14	336,757.69	343,492.84
35	12/20/2018	13,521.06	1,081.11	12,439.95	324,317.74	330,804.09
36	1/20/2019	13,521.06	1,041.17	12,479.89	311,837.85	318,074.61

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

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. The Lessor will make every reasonable effort to maintain the payment terms presented above, however certain of these terms may need to be revised prior to closing. The interest rate offer made by Lessor to Lessee is subject to indexation and may need to be adjusted in the event financial market conditions change. If any such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed that a revised version of the amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

EXHIBIT A**EQUIPMENT LEASE PURCHASE AGREEMENT****Schedule of Rental Payments**LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**LESSEE: JEFFERSON COUNTY, TEXASLEASE NUMBER: PUB 15389LEASE DATE: JANUARY 20, 20 15

Rental Payment Number	Date	Rental Payment Amount	Interest Portion	Principal Portion	Balance	Purchase Price
37	2/20/2019	13,521.06	1,001.11	12,519.95	299,317.90	305,304.26
38	3/20/2019	13,521.06	960.92	12,560.14	286,757.76	292,492.92
39	4/20/2019	13,521.06	920.59	12,600.47	274,157.29	278,640.44
40	5/20/2019	13,521.06	880.14	12,640.92	261,516.37	266,746.70
41	6/20/2019	13,521.06	839.56	12,681.50	248,834.87	253,811.57
42	7/20/2019	13,521.06	798.85	12,722.21	236,112.66	240,834.91
43	8/20/2019	13,521.06	758.01	12,763.05	223,349.61	227,816.60
44	9/20/2019	13,521.06	717.03	12,804.03	210,545.58	214,756.49
45	10/20/2019	13,521.06	675.93	12,845.13	197,700.45	201,654.46
46	11/20/2019	13,521.06	634.69	12,886.37	184,814.08	188,510.36
47	12/20/2019	13,521.06	593.32	12,927.74	171,886.34	175,324.07
48	1/20/2020	13,521.06	551.82	12,969.24	158,917.10	162,095.44
49	2/20/2020	13,521.06	510.18	13,010.88	145,906.22	148,824.34
50	3/20/2020	13,521.06	468.41	13,052.65	132,853.57	135,510.64
51	4/20/2020	13,521.06	426.51	13,094.55	119,759.02	122,154.20
52	5/20/2020	13,521.06	384.47	13,136.59	106,622.43	108,754.88
53	6/20/2020	13,521.06	342.30	13,178.76	93,443.67	95,312.54
54	7/20/2020	13,521.06	299.99	13,221.07	80,222.60	81,827.05
55	8/20/2020	13,521.06	257.54	13,263.52	66,959.08	68,298.26
56	9/20/2020	13,521.06	214.96	13,306.10	53,652.98	54,726.04
57	10/20/2020	13,521.06	172.25	13,348.81	40,304.17	41,110.25
58	11/20/2020	13,521.06	129.39	13,391.67	26,912.50	27,450.75
59	12/20/2020	13,521.06	86.40	13,434.66	13,477.84	13,747.40
60	1/20/2021	13,521.06	43.22	13,477.84	0.00	0.00
Grand Totals		811,263.60	74,421.09	736,842.51		0.00

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

EXHIBIT B

**EQUIPMENT LEASE PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: JEFFERSON COUNTY, TEXAS

LEASE NUMBER: PUB 15389

LEASE DATE: JANUARY 20, 20 15

Quantity	Description/Serial No./Model No.	Location
91	NEW SHARP MX-M465N DIGITAL COPIERS WITH ATTACHMENTS PLEASE SEE ATTACHED FOR SERIAL NUMBERS	
5	NEW SHARP MX-M754 DIGITAL COPIERS WITH ATTACHMENTS S/N: _____ S/N: _____ S/N: _____ S/N: _____	
1	NEW SHARP MX-M4141N DIGITAL COPIERS WITH ATTACHMENTS S/N: _____	
1	NEW SHARP MX-M1204 DIGITAL COPIER WITH ATTACHMENTS S/N: _____	
1	NEW KONICA C1060 DIGITAL COPIER WITH ATTACHMENTS S/N: _____	

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

LESSOR SIGNATURE	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____ Title _____
	Lease Number <u>PUB 15389</u>

11PFDOC181v1

BILLING INFORMATION**PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS**

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account and prepare the IRS Form 8038-G as required by the IRS, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

Billing Address: _____

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

Telephone Number: _____

Email Address: _____

FEDERAL ID#: _____

Primary Contact Name: _____

Primary Contact Number: _____

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

P.O.#: _____

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

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction.**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES NO If Yes, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES NO If Yes, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

08PFDOC086v7

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority If Amended Return, check here

1 Issuer's name _____ 2 Issuer's employer identification number (EIN) _____

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) _____ 3b Telephone number of other person shown on 3a _____

4 Number and street (or P.O. box if mail is not delivered to street address) _____ Room/suite _____ 5 Report number (For IRS Use Only) _____ 3

6 City, town, or post office, state, and ZIP code _____ 7 Date of issue _____

8 Name of issue _____ 9 CUSIP number _____

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) _____ 10b Telephone number of officer or other employee shown on 10a _____

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	XXXXXX
12	Health and hospital	12	XXXXXX
13	Transportation	13	XXXXXX
14	Public safety	14	XXXXXX
15	Environment (including sewage bonds)	15	XXXXXX
16	Housing	16	XXXXXX
17	Utilities	17	XXXXXX
18	Other. Describe ► _____	18	XXXXXX

19 If obligations are TANs or RANs, check only box 19a
If obligations are BANs, check only box 19b
20 If obligations are in the form of a lease or installment sale, check box

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	XXXXXX	\$ XXXXXX	\$ XXXXXX	XXXXXX years	XXXXXX %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	XXXXXX
23	Issue price of entire issue (enter amount from line 21, column (b))	23	XXXXXX
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	XXXXXX
25	Proceeds used for credit enhancement	25	XXXXXX
26	Proceeds allocated to reasonably required reserve or replacement fund	26	XXXXXX
27	Proceeds used to currently refund prior issues	27	XXXXXX
28	Proceeds used to advance refund prior issues	28	XXXXXX
29	Total (add lines 24 through 28)	29	XXXXXX
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	XXXXXX

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ► XXXXXX years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ► XXXXXX years

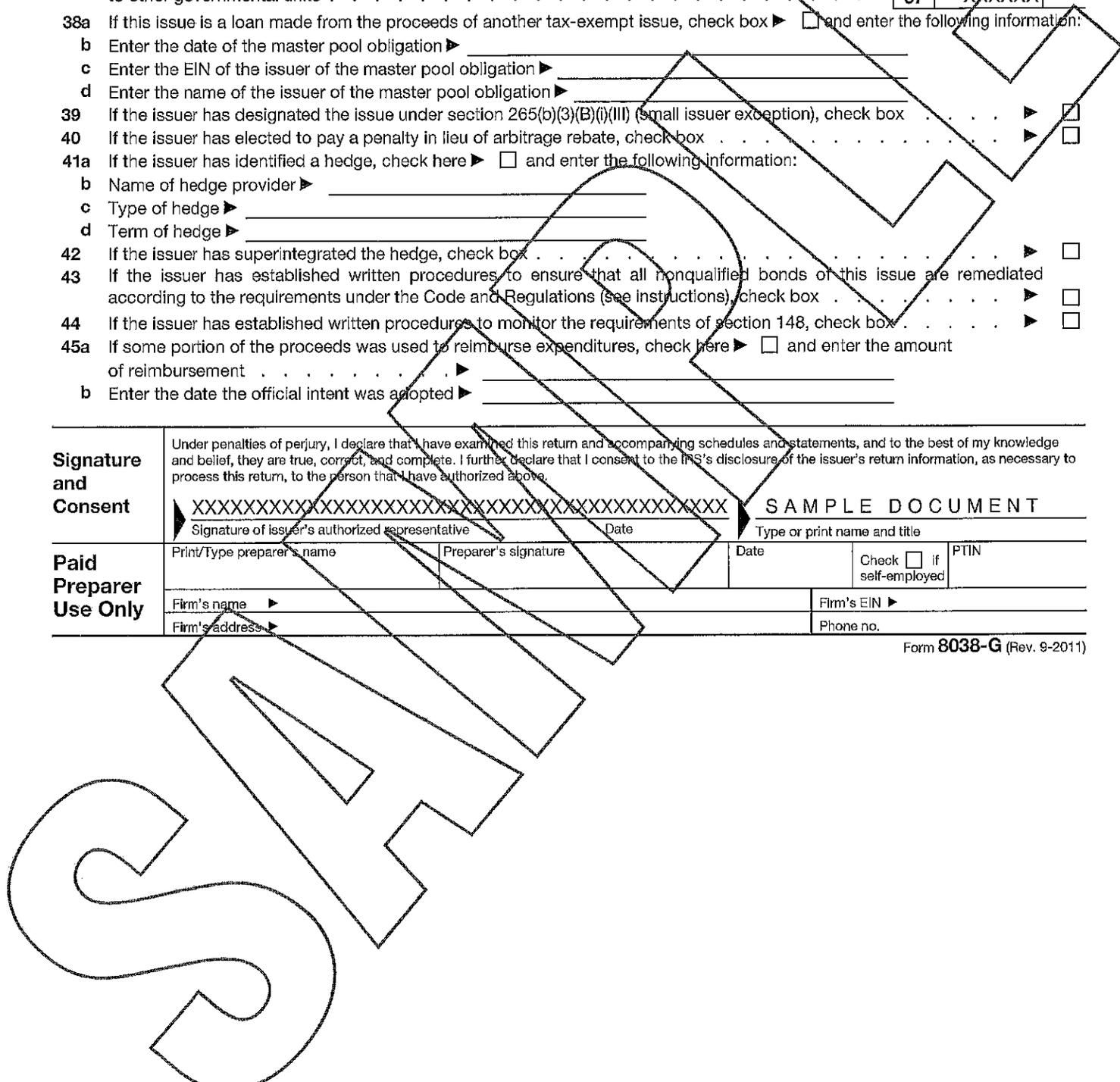
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ► XXXXXX

34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY) XXXXXX

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) 35 XXXXXX
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) 36a XXXXXX
 - b Enter the final maturity date of the GIC ▶ _____
 - c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units 37 XXXXXX
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b Enter the date of the master pool obligation ▶ _____
 - c Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d Enter the name of the issuer of the master pool obligation ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 41a If the issuer has identified a hedge, check here and enter the following information:
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box
- 45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	XX	Date	SAMPLE DOCUMENT Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		



Instructions for Form 8038-G



Department of the Treasury
Internal Revenue Service

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

Where To File

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

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

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

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

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

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

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

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

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

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

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

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

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

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

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

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

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

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

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

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (see line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

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

Line 7. The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

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

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

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

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

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

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

SAMPLE

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: Equipment Lease Purchase Agreement dated as of JANUARY 20, 2015, between **De Lage Landen Public Finance LLC**, as Lessor, and JEFFERSON COUNTY, TEXAS, as Lessee.

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

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee JEFFERSON COUNTY, TEXAS	
	Signature	Date
	Print Name	
	Title	

07PFDOC052v1

Advantage CPC Maintenance Contract

Sold To: (legal name)			Ship To:		
Name: <u>Jefferson County</u> Account Number: _____			Name: <u>Jefferson County</u> Account Number: _____		
Street Address: <u>1149 Pearl St., 7th Floor</u>			Street Address: <u>1149 Pearl St., 7th Floor</u>		
Address Line 2: _____			Address Line 2: _____		
Phone #: <u>409-835-8500</u>			Phone #: <u>409-835-8500</u>		
City: <u>Beaumont</u>	State: <u>TX</u>	Zip: <u>77701</u>	City: <u>Beaumont</u>	State: <u>TX</u>	Zip: <u>77701</u>

Tax Exemption <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Certificate required)	Tax Exemption Number: _____
PO Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy required)	PO Number: _____ PO Expiration Date: _____

Advantage CPC Maintenance Plan

Cost Per Copy <input checked="" type="checkbox"/> With Supplies <input type="checkbox"/> Without Supplies - Purchased Separately	Effective Date: <u>Upon Delivery</u>
Billing for CPC contract: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	Contract Term (Months): <input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 36 <input type="checkbox"/> 48 <input checked="" type="checkbox"/> 60
Overages billed: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Annual Pooled Copies	CPC	Monthly Min \$	Overage CPC
1	See Schedule B for equipment list		C		0		\$ 0.00	\$ 0.07
			B/W		7,800,000		\$ 3,750.00	\$ 0.006
2			C					
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments

Service agreement will include 7,800,000 B/W copies pooled between all new units on the Schedule B list. B/W overages will be assessed and billed annually at \$0.006 per page (only if applicable). Color copies will be assessed and billed annually at \$0.07 per page. This is an all-inclusive agreement which covers all parts, labor, toner, drums & staples.

Customer's signature below acknowledges receipt and consent to Star Advantage Maintenance Terms and Conditions "Schedule A" Not binding on Star until signed by Star Manager.

Customer Name: _____ <small style="color: yellow;">Please Print</small>	Star Representative: <u>Mark McKee</u>	Date
Signature: _____ <small style="color: yellow;">Authorized Representative of Customer</small>	Star Manager: <u>Ryan Skinner</u>	Date
Title: _____		

FOR INTERNAL USE

<input type="checkbox"/> New Customer <input type="checkbox"/> Maintenance w/ Equipment Order <input type="checkbox"/> Maintenance Only <input type="checkbox"/> Maintenance Billed by SG <input type="checkbox"/> Maintenance Billed by Lease Company <input type="checkbox"/> Dealer Serviced
Agreement #: _____ Price Plan #: _____ Subfleet #: _____

Key Operator Contact: _____ Meter Read Contact: _____ Accounts Payable Contact: _____	Phone: _____ Phone: _____ Phone: _____	Email Addr: _____ Email Addr: _____ Email Addr: _____
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Special Instructions:	Additional Documents Attached: <input type="checkbox"/> Price Exception <input type="checkbox"/> Tax Exempt Certificate
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STAR STANDARD MAINTENANCE TERMS AND CONDITIONS "SCHEDULE A"

(Revised 09-01-14)

The following terms and conditions apply to the provision of maintenance services by STAR Office Solutions ("STAR") to Customer during the term of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, STAR may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by STAR or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies STAR may have. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by STAR in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to STAR.

2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by STAR. STAR charges for each copy or print, performed by the STAR equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the STAR equipment. For purposes of this Agreement, all such uses of STAR equipment shall be referenced herein as a "copy." STAR shall have access to monitor the meter readings and if meter readings are not received in a timely manner, STAR may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks.

3. **SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide STAR' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement. This service, when requested, will be at the then billable rate of STAR.

4. **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. STAR charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance Agreement. STAR will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by STAR until it is accepted by STAR, in writing, for coverage. STAR reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. **SERVICE INCLUDED:** STAR' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, if this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by STAR. Overtime charges, at STAR' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, STAR reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. STAR technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. **vCARE MONITORING:** STAR will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with STAR product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in STAR' Digital Needs Analysis). Should Customer opt-out of utilizing vCARE, STAR reserves the right to assess an incremental invoicing fee not to exceed twenty five dollars (\$25) per invoice.

9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of STAR has any authority to bind STAR to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against STAR.

10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-STAR manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, STAR, upon notice to Customer, will not continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the STAR equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than STAR, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

11. **AUTOMATIC RENEWAL:** Service on individual equipment shall automatically be extended for successive one year terms at the rates being charged by STAR at the time of renewal unless Customer or STAR provides the other party thirty (30) days written notice before the end of the current term of its intention not to renew this Agreement. Upon renewal, either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon cancellation pursuant to this paragraph, Customer will be billed for service through the effective date of cancellation. In the event this Agreement is canceled or not renewed, Customer shall return any unused Consumable Supplies to STAR. Should the Customer fail to return any unused Consumable Supplies, STAR reserves the right to charge for any unused Consumable Supplies at the then current rate for such supplies.

12. **ESCALATION: At the end of the first year of this agreement and once each successive twelve month period, we may increase your payment and the cost per copy charge over the pages included (overage) by a maximum of 10% of the existing charge.**

13. **NETWORK INTEGRATION:** If Network Integration services are provided by STAR, Customer warrants that the STAR Digital Needs Analysis ("DNA") has been accurately completed and STAR may rely on the information contained in the DNA in providing network integration services. STAR reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

14. **ASSIGNMENT:** Customer may not assign this Agreement, without STAR' express written consent. In the event that STAR assigns or subcontracts any of its obligations under this Agreement, STAR shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against STAR and not its assignee. STAR may assign, without notice to Customer, any of its rights under this Agreement.

15. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and STAR, at 12560 Reed Road, Suite 200, Sugar Land TX 77478.

16. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by STAR employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless STAR, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of STAR equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by STAR.

17. **WARRANTY:** STAR WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. STAR MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. **REMEDY LIMITATIONS:** The equipment may not be returned to STAR without STAR' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF STAR. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. STAR' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. STAR SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER COMPUTERS OR NETWORKS, EVEN IF STAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. In the event of litigation or other proceedings by STAR to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by STAR, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Texas, consents to jurisdiction in that forum and waives the right to jury trial.

20. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

21. **WAIVER & SEVERABILITY:** Failure by STAR to enforce any provisions of this Agreement or any right hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

22. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be acceptable as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. STAR may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise an objection to the authenticity of this Agreement or any document created hereunder, based on either the use of facsimile signature or the use of a copy retrieved from an electronic storage system.

23. **SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, STAR (designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are STAR property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable Supplies to any other entity. Customer will return any unused Consumable Supplies to STAR at the end of this Agreement. Customer shall use reasonable care to store and protect STAR Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of STAR unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month or should STAR, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that STAR shall have the right to charge for any such excess or improper usage. The Manufacturer Recommended Yields for the Consumable Supplies can be provided. Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, STAR shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to STAR an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. STAR reserves the right to charge Customer for shipping and handling charges incurred by STAR for the delivery of any excess Consumable Supplies delivered to Customer.

24. **ENTIRE AGREEMENT:** This is the entire Agreement between Customer and STAR on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for STAR equipment and it may not be released, discharged, changed, or modified except by a written instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to STAR covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by a duly authorized representative of STAR. Notice of acceptance is hereby waived by Customer.

25. **DIGITAL SUPPORT SERVICE (DSS):** If this option has been selected, DSS provides Customer access to STAR Digital Support Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic Arts Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. to 6:00p.m. Eastern Time, Monday through Friday, excluding STAR observed holidays. DSC hours are subject to change by STAR. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network/computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. STAR reserves the right to terminate DSS services in the event that any Customer changes, alterations or attachments makes it impractical for STAR to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis.

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Jefferson County Courthouse Phase 5 Mechanical and Safety Upgrades 1149 Pearl Street Beaumont, Texas 77701	CHANGE ORDER NUMBER: 002 DATE: 12/22/2015 ARCHITECT'S PROJECT NUMBER: 4806.000 (former BAI Project #13018) CONTRACT DATE: January 06, 2015 CONTRACT FOR: General Construction	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): N&T Construction Company, Inc. 1376 Lauren Avenue Beaumont, Texas 77701		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 This is a NO-COST change order and issued only to extend the time of construction by 110 days.
 See attached Exhibit A for reference.

The original Contract Sum was	\$ 4,182,253.10
The net change by previously authorized Change Orders	\$ 437,000.00
The Contract Sum prior to this Change Order was	\$ 4,619,253.10
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 4,619,253.10

The Contract Time will be increased by one-hundred and ten (110) days.
 The date of Substantial Completion as of the date of this Change Order therefore is April 1, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shepley Bulfinch ARCHITECT (Firm name) 55 Water Street, Suite 150, Houston, Texas 77002 ADDRESS BY (Signature) Ray [Signature] [Stamp: STATE OF TEXAS ARCHITECTS BOARD] (Typed name) 12/22/2015 DATE	N&T Construction Company, Inc. CONTRACTOR (Firm name) 1376 Lauren Avenue, Beaumont, Texas 77701 ADDRESS BY (Signature) Mike Jabbia [Signature] (Typed name) 12/28/15 DATE	Jefferson County OWNER (Firm name) 1149 Pearl Street, Beaumont, TX 77701 ADDRESS BY (Signature) Jeff R. Branick [Signature] Honorable Ronald L. Walker, County Judge (Typed name) January 4, 2016 DATE
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EXHIBIT 'A'

BOB WORTHAM
CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse
1085 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550

FAX (409) 784-5893

GARY REAVES
Executive Assistant

KATHLEEN M. KENNEDY
Civil Chief

PAT KNAUTH
First Assistant

ASHLEY MOLFINO
Criminal Chief

WAYLON THOMPSON
Appellate Chief

CORY KNEELAND
Chief of Intake

RANDI KING
Family Chief

JAMES ARCENEUX
Chief Investigator

December 15, 2015

Vince Jabbia
N&T Construction Co., Inc.
P.O. Box 269
Beaumont, TX 77704

Via Facsimile: 409-813-8597
and Email: vjabbia@nandtconstruction.com

RE: IFB 14-008/KJS

Dear Mr. Jabbia:

Jefferson County will agree to the extension of time of 110 days for the Jefferson County Phase 5 Project. In addition, Jefferson County will agree to waive the liquidation fees with the exception of the time period December 14, 2015 through December 22, 2015. The architect and engineering firm for this project has represented that they will waive their fees for this period unless an unforeseen event occurs, which would place additional costs for this extension on Jefferson County. Therefore, Jefferson County will defer collection of the liquidation fees for the period of December 14, 2015 through December 22, 2015 but reserves the right to collect such fees to cover any cost billed by the architect and engineering firm during those days.

In addition, Jefferson County requests that all office work be completed allowing departments to move back into their original office space by January 31, 2016.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

KATHLEEN M. KENNEDY
Chief Civil Attorney for
Jefferson County, Texas

Cc: Sandra Bauder
Via Email: SBauder@shepleybulfinch.com

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	110.75	415744	
DAWN DONUTS	107.25	415871	218.00**
ROAD & BRIDGE PCT.#1			
CITY OF BEAUMONT - LANDFILL	352.00	415688	
APAC, INC. - TROTTI & THOMSOM	3,170.86	415689	
CARQUEST AUTO PARTS # 96	696.48	415693	
M&D SUPPLY	43.37	415717	
OVERHEAD DOOR CO.	244.50	415725	
SMART'S TRUCK & TRAILER, INC.	137.71	415735	
AIRGAS SOUTHWEST	185.10	415803	
ASCO	115.50	415836	4,945.52**
ROAD & BRIDGE PCT.#2			
HARBOR FREIGHT TOOLS	38.56	415708	
MUNRO'S	18.45	415721	
RITTER @ HOME	52.06	415730	
SHERWIN-WILLIAMS	150.14	415734	
BUBBA'S AIR CONDITIONING	75.00	415752	
DEPARTMENT OF INFORMATION RESOURCES	.02	415760	
BUMPER TO BUMPER	12.49	415786	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	24.95	415860	371.67**
ROAD & BRIDGE PCT. # 3			
A&J ENGINE SERVICE	48.10	415678	
ENTERGY	161.29	415706	
MUNRO'S	18.23	415721	
MATHESON TRI-GAS	110.82	415745	
STRATTON INC.	18.91	415750	
FASTENAL	66.78	415756	
DEPARTMENT OF INFORMATION RESOURCES	.05	415760	
CENTERPOINT ENERGY RESOURCES CORP	34.46	415791	
ACTION OVERHEAD DOOR	192.50	415835	
GCR TIRES & SERVICE	159.46	415852	
HAMSHIRE GULF	35.00	415853	
SUPPLYWORKS	114.41	415865	960.01**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	964.92	415689	
CASH ADVANCE ACCOUNT	118.92	415713	
M&D SUPPLY	35.58	415717	
MUNRO'S	59.25	415721	
SANITARY SUPPLY, INC.	205.20	415732	
TRI-CON, INC.	2,943.15	415743	
VACUUM WORLD	101.97	415746	
DEPARTMENT OF INFORMATION RESOURCES	.02	415760	
UNITED STATES POSTAL SERVICE	7.81	415768	
SIERRA SPRING WATER CO. - BT	40.19	415769	
MARTIN PRODUCT SALES LLC	186.42	415796	
A-1 MACHINE & HYDRAULIC	525.00	415806	
GOLDEN TRIANGLE GLASS CO	325.00	415814	
DRAGO SUPPLY	374.85	415816	
DIRECTV	1,481.79	415817	
ON TIME TIRE	135.00	415830	
SAM'S CLUB DIRECT	409.12	415833	
MARTIN MARIEETA MATERIALS	147.16	415867	8,061.35**
PARKS & RECREATION			
JIFFY TROPHIES	9.50	415714	
LOWE'S HOME CENTERS, INC.	187.27	415777	196.77**
GENERAL FUND			
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES	.16	415760	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1,224.66	415768	
CUMMINS-ALLISON CORP	80.21	415834	
COUNTY HUMAN RESOURCES			1,305.03*
UNITED STATES POSTAL SERVICE	9.44	415768	
AUDITOR'S OFFICE			9.44*
OFFICE DEPOT	317.69	415723	
UNITED STATES POSTAL SERVICE	20.25	415768	
COUNTY CLERK			337.94*
CASH ADVANCE ACCOUNT	893.00	415713	
UNITED STATES POSTAL SERVICE	255.45	415768	
THOMSON REUTERS-WEST	57.00	415838	
TSYS MERCHANT SOLUTIONS LLC	613.00	415874	
COUNTY JUDGE			1,818.45*
REGINA BELL	500.00	415682	
CAREER TRACK SEMINARS	299.00	415692	
CDW COMPUTER CENTERS, INC.	270.91	415757	
UNITED STATES POSTAL SERVICE	1.66	415768	
THOMSON REUTERS-WEST	64.00	415838	
RISK MANAGEMENT			1,135.57*
UNITED STATES POSTAL SERVICE	25.46	415768	
COBRA RESOURCES, INC.	177.00	415773	
COUNTY TREASURER			202.46*
UNITED STATES POSTAL SERVICE	253.63	415768	
PRINTING DEPARTMENT			253.63*
OLMSTED-KIRK PAPER	1,232.90	415724	
PURCHASING DEPARTMENT			1,232.90*
FED EX	21.50	415704	
OFFICE DEPOT	68.38	415723	
UNITED STATES POSTAL SERVICE	8.86	415768	
GENERAL SERVICES			98.74*
GUARDIAN FORCE	36.00	415681	
CASH ADVANCE ACCOUNT	833.76	415713	
SPINDLETOP MHMR	32,990.75	415716	
TIME WARNER COMMUNICATIONS	488.54	415738	
DATA PROCESSING			34,349.05*
CDW COMPUTER CENTERS, INC.	595.04	415757	
VOTERS REGISTRATION DEPT			595.04*
UNITED STATES POSTAL SERVICE	634.38	415768	
ELECTIONS DEPARTMENT			634.38*
FREDRICK C CRIBBS II	15.18	415855	
PV RENTALS LLC	148.37	415873	
DISTRICT ATTORNEY			163.55*
OFFICE DEPOT	15.99	415723	
WAYLN G. THOMPSON	268.78	415742	
UNITED STATES POSTAL SERVICE	236.13	415768	
THE PRODUCTIVITY CENTER	317.00	415772	
SUMMER TANNER	98.21	415797	

NAME	AMOUNT	CHECK NO.	TOTAL
REALTIME REPORTING SERVICES INC.	59.00	415824	
THOMSON REUTERS-WEST	3,296.79	415839	
HEALTHPORT	199.70	415842	
DISTRICT CLERK			4,491.60*
TRI-CITY COFFEE SERVICE	15.95	415744	
UNITED STATES POSTAL SERVICE	176.86	415768	
CRIMINAL DISTRICT COURT			192.81*
RENE MULHOLLAND	1,100.95	415747	
UNITED STATES POSTAL SERVICE	19.89	415768	
58TH DISTRICT COURT			1,120.84*
UNITED STATES POSTAL SERVICE	19.88	415768	
136TH DISTRICT COURT			19.88*
UNITED STATES POSTAL SERVICE	.42	415768	
252ND DISTRICT COURT			.42*
THOMAS J. BURBANK, P.C.	7,839.04	415691	
TRAVIS EVANS	600.00	415703	
UNITED STATES POSTAL SERVICE	128.96	415768	
LANGSTON ADAMS	600.00	415780	
JAMES R. MAKIN, P.C.	975.00	415825	
279TH DISTRICT COURT			10,143.00*
DAVID GROVE	75.00	415683	
TERRENCE HOLMES	500.00	415709	
ANITA F. PROVO	150.00	415728	
NATHAN REYNOLDS, JR.	75.00	415729	
TONYA CONNELL TOUPS	375.00	415802	
SEAN VILLERY-SAMUEL	75.00	415812	
ALLEN PARKER	500.00	415815	
THE DAWS LAW FIRM PLLC	75.00	415846	
TARA SHELANDER	1,650.00	415849	
LAW OFFICE OF J SCOTT FREDERICK	1,075.00	415858	
GORDON D FRIESZ	575.00	415868	
317TH DISTRICT COURT			5,125.00*
THOMAS J. BURBANK, P.C.	1,050.00	415691	
LAIRO DOWDEN, JR.	350.00	415700	
OFFICE DEPOT	59.70	415723	
ANITA F. PROVO	75.00	415728	
BRACK JONES JR.	325.00	415753	
CDW COMPUTER CENTERS, INC.	496.21	415757	
CHARLES ROJAS	375.00	415759	
GLEN M. CROCKER	650.00	415775	
JUDY PAASCH	2,323.90	415789	
MICHELLE R BRISTER	500.00	415795	
TONYA CONNELL TOUPS	75.00	415802	
NORMAN DESMARAIS JR.	500.00	415813	
ALLEN PARKER	225.00	415815	
JONATHAN L. STOVALL	1,000.00	415823	
WILLIAM FORD DISHMAN	75.00	415843	
MATUSKA LAW FIRM	1,000.00	415847	
TARA SHELANDER	500.00	415849	
DANE DENNISON	1,000.00	415850	
MELANIE AIREY	75.00	415856	
ALAN D MCLEMORE	500.00	415857	
LAW OFFICE OF J SCOTT FREDERICK	725.00	415858	
GORDON D FRIESZ	1,075.00	415868	
JUSTICE COURT-PCT 1 PL 1			12,954.81*
UNITED STATES POSTAL SERVICE	28.36	415768	
JUSTICE COURT-PCT 4			28.36*

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.14	415760	.14*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	33.85	415768	33.85*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.12	415760	.12*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	31.45	415723	31.45*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.29	415768	2.29*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	250.00	415683	
BRUCE W. COBB	550.00	415698	
TERRENCE HOLMES	737.50	415709	
UNITED STATES POSTAL SERVICE	2.91	415768	
DANIEL CLAYTON	550.00	415771	
LANGSTON ADAMS	550.00	415780	
JOEL WEBB VAZQUEZ	300.00	415785	
ANITA U SEPEDA	300.00	415819	
DUSTIN R. GALMOR	300.00	415822	
JAMES R. MAKIN, P.C.	250.00	415825	
JARED GILTHORPE	300.00	415851	
CORY J CRENSHAW	54.77	415859	
THE CEDILLO LAW FIRM	250.00	415862	
			4,395.18*
COUNTY COURT AT LAW NO. 3			
TERRENCE HOLMES	250.00	415709	
UNITED STATES POSTAL SERVICE	13.38	415768	
C. HADEN CRIBBS JR., PC	250.00	415828	
			513.38*
COURT MASTER			
UNITED STATES POSTAL SERVICE	3.64	415768	
			3.64*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	9.15	415768	
			9.15*
SHERIFF'S DEPARTMENT			
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,262.00	415711	
CASH ADVANCE ACCOUNT	428.30	415713	
MOORMAN & ASSOCIATES, INC.	300.00	415720	
OFFICE DEPOT	1,720.35	415723	
KEESHA GUILLORY	300.00	415755	
DEPARTMENT OF INFORMATION RESOURCES	.66	415760	
VERIZON WIRELESS	3,153.17	415766	
UNITED STATES POSTAL SERVICE	1,389.00	415768	
BEAUMONT OCCUPATIONAL SERVICE, INC.	98.85	415776	
FIVE STAR FEED	52.50	415782	
CODE BLUE	240.00	415784	
SHERWIN-WILLIAMS	576.44	415807	
GPSIT	480.00	415810	
RITA HURT	275.00	415827	
JOEL PICOU	200.00	415829	
SAM HOUSTON STATE UNIVERSITY	125.00	415869	
CODY SCHNEITER	50.00	415877	
			10,651.27*
CRIME LABORATORY			
ATTAINIT	329.88	415870	
			329.88*
JAIL - NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT - WATER DEPT.	1,340.88	415694	
COASTAL WELDING SUPPLY	36.00	415697	
PETTY CASH - SHERIFF'S OFFICE	402.98	415727	
SAM HOUSTON STATE UNIVERSITY	1,010.00	415731	
DEPARTMENT OF INFORMATION RESOURCES	.72	415760	
INTERCONTINENTAL JET CORP	714.75	415790	
WORLD FUEL SERVICES	279.20	415811	
LIQUID CAPITAL EXCHANGE INC	956.84	415826	
KROPP HOLDINGS INC	1,377.16	415841	
			6,118.53*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	3.62	415768	
MONDAI RUBIN	48.30	415861	
			51.92*
JUVENILE DETENTION HOME			
CASH ADVANCE ACCOUNT	450.15	415713	
BEN E KEITH FOODS	2,477.20	415783	
ATTAPOY TERMITE & PEST CONTROL	80.00	415808	
			3,007.35*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	21.69	415768	
CITY OF TEXAS CITY	15.00	415845	
			36.69*
CONSTABLE-PCT 2			
THE PRODUCTIVITY CENTER	156.00	415772	
			156.00*
CONSTABLE-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	150.00	415736	
			150.00*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	17.49	415768	
THOMSON REUTERS-WEST	292.00	415838	
SILSBEE FORD INC	1,375.80	415844	
			1,685.29*
CONSTABLE PCT. 8			
THOMSON REUTERS-WEST	171.00	415838	
			171.00*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	415687	
CLAYBAR FUNERAL HOME, INC.	1,998.00	415696	
ENTERGY	210.00	415707	
AUSTIN CECIL WALKES MD PA	3,245.08	415749	
UNITED STATES POSTAL SERVICE	84.59	415768	
			5,577.67*
HEALTH AND WELFARE NO. 2			
TIME WARNER COMMUNICATIONS	81.16	415740	
AUSTIN CECIL WALKES MD PA	3,245.08	415749	
			3,326.24*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	415684	
SIERRA SPRING WATER CO. - BT	13.16	415770	
			1,013.16*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.20	415760	
			.20*
INDIGENT MEDICAL SERVICES			
GUARDIAN FORCE	90.00	415681	
KINGS PHARMACY	52.94	415685	
CARDINAL HEALTH 110 INC	19,840.58	415840	
			19,983.52*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
MARK'S PLUMBING PARTS	515.70	415679	
GUARDIAN FORCE	72.00	415681	
CITY OF BEAUMONT - WATER DEPT.	6,760.98	415694	
ENTERGY	42,445.38	415706	
DEPARTMENT OF INFORMATION RESOURCES	6,145.10	415760	55,939.16*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	605.96	415695	
DEPARTMENT OF INFORMATION RESOURCES	.22	415760	
TEXAS GAS SERVICE	506.33	415781	1,112.51*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	19.98	415730	
ACE IMAGEWEAR	57.02	415733	
SUTHERLAND LUMBER CO.	45.00	415737	122.00*
SERVICE CENTER			
GULF COAST SCREW & SUPPLY	520.96	415705	
KINSEL FORD, INC.	116.28	415715	
TNT WRECKER SERVICE	165.00	415741	
VIN'S PAINT & BODY, INC.	240.00	415754	
JEFFERSON CTY. TAX OFFICE	7.50	415761	
JEFFERSON CTY. TAX OFFICE	7.50	415762	
JEFFERSON CTY. TAX OFFICE	7.50	415763	
JEFFERSON CTY. TAX OFFICE	7.50	415764	
FIRST CALL	134.22	415779	
BUMPER TO BUMPER	189.83	415786	
SPANKY'S WRECKER SERVICE INC	150.00	415831	
SNAP ON TOOLS	70.60	415863	1,616.89*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	12.58	415768	12.58*
MOSQUITO CONTROL FUND			192,263.96**
ADAPCO, INC.	151,160.00	415680	
MUNRO'S	86.20	415721	
DEPARTMENT OF INFORMATION RESOURCES	.05	415760	
TDATA, INC	504.95	415792	151,751.20**
J.C. FAMILY TREATMENT CT.			
JUDY PAASCH	262.25	415788	
JUDY PAASCH	50.00	415789	
PATRICIA VELASCO	840.00	415872	1,152.25**
GRANT A STATE AID			
OMNICARE SAN ANTONIO	51.83	415798	51.83**
COMMUNITY SUPERVISION FND			
DEPARTMENT OF INFORMATION RESOURCES	1.58	415760	
UNITED STATES POSTAL SERVICE	162.92	415768	
TIGER DIRECT.COM	93.50	415805	
JCCSC	345.00	415821	603.00**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	3,236.40	415690	
BEAUMONT ENTERPRISE	302.64	415702	
ENTERGY	1,417.82	415706	
M&D SUPPLY	14.18	415717	
KIM MCKINNEY, LPC, LMFT	375.00	415718	
BURT WALKER PARTNERS, LTD	4,500.00	415748	
ZEE MEDICAL SERVICE	144.88	415751	
DEPARTMENT OF INFORMATION RESOURCES	.27	415760	
ATTABOY TERMITE & PEST CONTROL	50.00	415808	

NAME	AMOUNT	CHECK NO.	TOTAL
MATERA PAPER COMPANY INC	540.95	415837	
WASTEWATER TRANSPORT SERVICES LLC	248.00	415848	
DRUG DIVERSION PROGRAM			10,830.14**
OFFICE DEPOT	134.75	415723	
DRUG INTERVENTION COURT			134.75**
SOUTHEAST TEXAS COUNCIL ON ALCOHOL LAND MANOR, INC.	1,440.00	415712	
REDWOOD TOXICOLOGY LABORATORY	2,146.00	415758	
REGIONAL COMM. SAVNS	119.92	415800	
			3,705.92**
DEPARTMENT OF INFORMATION RESOURCES	533.28	415760	
CONST. PCT. 6 EDUCATION			533.28**
TASER INTERNATIONAL	30.00	415787	
HOTEL OCCUPANCY TAX FUND			30.00**
GUARDIAN FORCE	59.00	415681	
ENTERGY	1,351.33	415706	
TIME WARNER COMMUNICATIONS	110.43	415739	
DEPARTMENT OF INFORMATION RESOURCES	9.83	415760	
UNITED STATES POSTAL SERVICE	.49	415768	
CAPITAL PROJECTS FUND			1,531.08**
CRABTREE BARRICADE SYSTEMS, INC.	18,500.00	415699	
SHEPLEY BULFINCH	9,889.07	415866	
AIRPORT FUND			28,389.07**
SUPERIOR TIRE & SERVICE	149.95	415686	
EASTEX RUBBER & GASKET	740.52	415701	
FED EX	63.71	415704	
ISI COMMERCIAL REFRIGERATION	2,539.00	415710	
MID-COUNTY ALTERNATOR	150.00	415719	
NEFF BROS. AUTO SERVICE	410.00	415722	
OFFICE DEPOT	115.87	415723	
SHERWIN-WILLIAMS	63.90	415734	
DEPARTMENT OF INFORMATION RESOURCES	.34	415760	
SHI GOVERNMENT SOLUTIONS, INC.	482.00	415774	
DISH NETWORK	90.52	415799	
AMERICAN TIRE DISTRIBUTORS	423.28	415804	
UNIFIRST HOLDINGS INC	223.40	415809	
INDUSTRIAL & COMMERCIAL MECHANICAL	216.00	415832	
EASTERN AVIATION FUELS INC	79,183.82	415854	
GALLS LLC	95.00	415864	
SUPPLYWORKS	421.28	415865	
ALLSTATES COATINGS COMPANY	2,103.60	415875	
HALI-BRITE INC	414.42	415876	
SE TX EMP. BENEFIT POOL			87,886.61**
GROUP ADMINISTRATIVE CONCEPTS INC	770.00	415820	
SHERIFF'S FORFEITURE FUND			770.00**
US K9 UNLIMITED DOG ACADEMY	109.90	415778	
3 L PRINTING	25.00	415818	
SILSBEE FORD INC	3,955.84	415844	
GUARDIANSHIP FEE			4,090.74**
KIMBERLY PHELAN, P.C.	200.00	415793	
MARINE DIVISION			200.00**
DEPARTMENT OF INFORMATION RESOURCES	202.24	415760	

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	341.91	415765	
TRIDENT PETROLEUM EQUIPMENT	292.71	415794	
THE DINGO GROUP-PETE JORGENSON MARI	3,486.29	415801	
			4,323.15**
			503,000.30***

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	49.15	415920	
AT&T	63.20	415931	
SOUTHERN TIRE MART, LLC	35.00	415940	
UNITED STATES POSTAL SERVICE	2.91	415946	
LONE STAR TRENCHER PARTS LLC	958.79	415986	
MARTIN MARIEETA MATERIALS	86.32	415991	1,195.37**
ROAD & BRIDGE PCT.#2			
ENTERGY	94.36	415916	94.36**
ROAD & BRIDGE PCT. # 3			
AT&T	107.86	415931	107.86**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	19.03	415904	
ENTERGY	717.88	415916	
M&D SUPPLY	2.07	415920	
4IMPRINT, INC.	184.89	415949	
BEAUMONT FREIGHTLINER STERLING	412.50	415961	
A-1 MACHINE & HYDRAULIC	1,206.50	415971	
ASCO	2,134.39	415981	
MARTIN MARIEETA MATERIALS	233.74	415991	
COTTON CARGO	173.00	416001	
SAM'S CLUB DIRECT	15.00	416027	5,099.00**
PARKS & RECREATION			
ENTERGY	337.44	415916	337.44**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	779.33	415946	
AAA LOCK & SAFE	75.00	415994	
GUARDIAN FORCE	153.00	415995	
PITNEY BOWES, INC.	21.00	416005	
ROCHESTER ARMORED CAR CO INC	352.00	416024	1,380.33*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.66	415946	1.66*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	.42	415946	.42*
COUNTY CLERK			
FED EX	13.97	415911	
CASH ADVANCE ACCOUNT	446.50	415918	
OFFICE DEPOT	131.85	415923	
UNITED STATES POSTAL SERVICE	155.30	415946	
SUSIE D. BELT	381.23	415965	
WESTERN MICROGRAPHICS & IMAGING	13,827.67	415977	14,956.52*
COUNTY JUDGE			
JOHN E MACEY	1,000.00	415921	
UNITED STATES POSTAL SERVICE	2.54	415946	
GRACE NICHOLS	1,000.00	415969	
THOMSON REUTERS-WEST	116.58	415983	2,119.12*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.42	415946	.42*
COUNTY TREASURER			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	230.97	415946	
THOMSON REUTERS-WEST	64.00	415984	
PRINTING DEPARTMENT			294.97*
OLMSTED-KIRK PAPER	329.14	415924	
CIT TECHNOLOGY FINANCING SERVICE	499.00	416020	
PURCHASING DEPARTMENT			828.14*
CASH ADVANCE ACCOUNT	612.75	415918	
OFFICE DEPOT	171.24	415923	
GENERAL SERVICES			783.99*
CURTIS 1000, INC.	2,167.51	415909	
CASH ADVANCE ACCOUNT	100.00	415918	
OLMSTED-KIRK PAPER	2,309.50	415924	
TIME WARNER COMMUNICATIONS	2,440.57	415935	
CROWN CASTLE INTERNATIONAL	1,413.81	415953	
DYNAMEX INC	387.38	416029	
DATA PROCESSING			8,818.77*
VERIZON WIRELESS	75.98	415944	
TIGER DIRECT.COM	36.44	415970	
VOTERS REGISTRATION DEPT			112.42*
UNITED STATES POSTAL SERVICE	230.91	415946	
ELECTIONS DEPARTMENT			230.91*
CDW COMPUTER CENTERS, INC.	123.23	415942	
UNITED STATES POSTAL SERVICE	1.20	415946	
SIERRA SPRING WATER CO. - BT	24.14	415947	
ELECTION ADMINISTRATORS LLC	5,940.00	415978	
DISTRICT ATTORNEY			6,088.57*
OFFICE DEPOT	347.12	415923	
UNITED STATES POSTAL SERVICE	309.30	415946	
PDR DISTRIBUTION LLC	119.90	416026	
DISTRICT CLERK			776.32*
OFFICE DEPOT	437.90	415923	
UNITED STATES POSTAL SERVICE	96.21	415946	
TEXAS ASSN. OF COUNTIES - COUNTY	180.00	415948	
CRIMINAL DISTRICT COURT			714.11*
TODD W. LEBLANC	800.00	415894	
KIMBERLY R. BROUSSARD	237.65	416021	
136TH DISTRICT COURT			1,037.65*
UNITED STATES POSTAL SERVICE	6.66	415946	
172ND DISTRICT COURT			6.66*
MSC SYSTEMS	130.00	416008	
252ND DISTRICT COURT			130.00*
THOMAS J. BURBANK, P.C.	800.00	415903	
EDWARD B. GRIPON, M.D., P.A.	595.00	415915	
OFFICE DEPOT	110.11	415923	
UNITED STATES POSTAL SERVICE	68.04	415946	
THOMAS J. BURBANK, P.C.	1,931.25	415999	
JUDGE RAQUEL WEST	85.76	416018	
ANITA U SEPEDA	400.00	416023	
279TH DISTRICT COURT			3,990.16*

NAME	AMOUNT	CHECK NO.	TOTAL
ALISA RAUMAKER, CSR	163.80	415997	163.80*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	7.70	415946	7.70*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	11.45	415946	11.45*
JUSTICE COURT-PCT 7			
AT&T	30.48	415931	30.48*
COUNTY COURT AT LAW NO.1			
SIERRA SPRING WATER CO. - BT	53.91	415947	53.91*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	250.00	415896	
UNITED STATES POSTAL SERVICE	17.47	415946	
JARED GILTHORPE	250.00	416030	
SAMUEL & SON LAW FIRM PLLC	250.00	416031	767.47*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	250.00	415901	
UNITED STATES POSTAL SERVICE	7.49	415946	
DANIEL CLAYTON	250.00	416014	
BEAUMONT OCCUPATIONAL SERVICE, INC.	255.65	416015	
JAMES R. MAKIN, P.C.	250.00	416025	
BUSH LEWIS PLLC	325.00	416032	1,338.14*
COURT MASTER			
JUDGE LARRY GIST	1,253.96	415912	
OFFICE DEPOT	246.84	415923	
VERIZON WIRELESS	119.65	415944	
UNITED STATES POSTAL SERVICE	.42	415946	1,620.87*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	4.58	415946	4.58*
COMMUNITY SUPERVISION			
MITY LITE, INC.	3,257.13	415952	3,257.13*
SHERIFF'S DEPARTMENT			
AT&T	263.22	415931	
UNITED STATES POSTAL SERVICE	1,386.20	415946	
CODE BLUE	500.00	415956	2,149.42*
CRIME LABORATORY			
OFFICE DEPOT	188.29	415923	
AIRGAS SOUTHWEST	16.26	415967	
SIRCHIE FINGER PRINT LABORATORIES	58.87	415974	
JULIE HANNON	600.00	415985	
ATTAINIT	442.55	415993	1,305.97*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	915.93	415892	
BELL FENCE MFG. CO.	57.75	415900	
CITY OF BEAUMONT - WATER DEPT.	16,398.33	415904	
W.W. GRAINGER, INC.	1,217.79	415913	
M&D SUPPLY	114.07	415920	
MOORE SUPPLY, INC.	128.48	415922	
SANITARY SUPPLY, INC.	2,169.66	415927	
SCHMIDT SAW & KNIFE WKS, INC.	12.60	415928	

NAME	AMOUNT	CHECK NO.	TOTAL
SHERWIN-WILLIAMS	223.48	415930	
AT&T	942.06	415931	
SUTHERLAND LUMBER CO.	134.92	415933	
WHOLESALE ELECTRIC SUPPLY CO.	385.08	415939	
LOWE'S HOME CENTERS, INC.	82.57	415951	
BELT SOURCE	54.53	415964	
CONSTELLATION NEWENERGY - GAS DIVIS	2,499.12	415979	
CONMED INC	269,443.20	415980	
MATERA PAPER COMPANY INC	2,308.20	415982	
THOMSON REUTERS-WEST	3,701.25	415983	
TX TAG	3.48	415992	
BOB BARKER CO., INC.	24.80	415998	
CHEMAX CORP.	1,356.60	416000	
POSTMASTER	392.00	416006	
FIVE STAR CORRECTIONAL SERVICE	17,178.45	416022	
JUVENILE PROBATION DEPT.			319,744.35*
LARONDA TURNER	182.85	415925	
VERIZON WIRELESS	66.62	415944	
UNITED STATES POSTAL SERVICE	2.91	415946	
LATASHA DILL	102.35	415963	
CHERYL TARVER	57.50	416007	
JUVENILE DETENTION HOME			412.23*
AMERICAN RED CROSS, INC.	135.00	415898	
CITY OF BEAUMONT - WATER DEPT.	3,058.64	415904	
FLOWERS FOODS	135.99	415954	
CONSTABLE PCT 1			3,329.63*
KAY ELECTRONICS, INC.	82.00	415919	
VERIZON WIRELESS	227.94	415944	
UNITED STATES POSTAL SERVICE	29.03	415946	
KAY ELECTRONICS, INC.	248.99	416004	
CONSTABLE-PCT 2			587.96*
VERIZON WIRELESS	113.97	415944	
JEFFERSON CTY. PEACE OFFICERS ASSOC	105.00	415996	
CONSTABLE-PCT 4			218.97*
VERIZON WIRELESS	113.97	415944	
CONSTABLE-PCT 6			113.97*
VERIZON WIRELESS	113.97	415944	
UNITED STATES POSTAL SERVICE	14.48	415946	
CONSTABLE PCT. 7			128.45*
AT&T	32.77	415931	
VERIZON WIRELESS	113.97	415944	
JPCA OF TEXAS INC	130.00	416017	
CONSTABLE PCT. 8			276.74*
VERIZON WIRELESS	113.97	415944	
AGRICULTURE EXTENSION SVC			113.97*
CONSUMER REPORTS	26.00	415908	
EPSILON SIGMA PHI	130.00	415910	
TAE - 4HA	110.00	415936	
TEXAS GARDENER MAGAZINE, INC.	24.95	415937	
HEALTH AND WELFARE NO. 1			290.95*
CITY OF BEAUMONT	40.00	415897	
CLAYBAR FUNERAL HOME, INC.	999.00	415907	
UNITED STATES POSTAL SERVICE	21.04	415946	

NAME	AMOUNT	CHECK NO.	TOTAL
CENTERPOINT ENERGY RESOURCES CORP	62.79	415959	
ESSLINE KNOX	87.98	415973	
EXCEL MEDICAL WASTE LLC	35.00	415990	1,245.81*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	1,500.00	415902	
CITY OF PORT ARTHUR - WATER DEPT.	80.00	415905	
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	415914	
AT&T	30.48	415931	3,110.48*
CHILD WELFARE UNIT			
DISA, INC.	752.00	416002	
J.C. PENNEY'S	6,428.03	416016	7,180.03*
ENVIRONMENTAL CONTROL			
AT&T	30.51	415931	30.51*
INDIGENT MEDICAL SERVICES			
OFFICE DEPOT	371.86	415923	371.86*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	415943	150.00*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	1,354.28	415904	
W.W. GRAINGER, INC.	201.02	415913	
ENTERGY	993.77	415916	
M&D SUPPLY	13.63	415920	
ACE IMAGEWEAR	346.08	415929	
AT&T	5,049.43	415931	
WHOLESALE ELECTRIC SUPPLY CO.	39.36	415939	
VOSS LIGHTING	573.30	415966	
FIRETROL PROTECTION SYSTEMS, INC.	150.00	415968	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	415987	31,408.63*
MAINTENANCE-PORT ARTHUR			
AT&T	1,450.06	415931	1,450.06*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	493.32	415906	
ENTERGY	371.27	415916	864.59*
SERVICE CENTER			
ACTION AUTO GLASS	180.57	415895	
INTERSTATE BATTERIES OF BEAUMONT/PA	306.80	415917	
M&D SUPPLY	22.04	415920	
TRI-CON, INC.	3,063.82	415938	
VIN'S PAINT & BODY, INC.	8,629.42	415941	
VERIZON WIRELESS	16.83	415944	
BUMPER TO BUMPER	375.98	415957	
MIGHTY OF SOUTHEAST TEXAS	351.36	415975	
JEFFERSON CTY. TAX OFFICE	7.50	416009	
JEFFERSON CTY. TAX OFFICE	7.50	416010	
JEFFERSON CTY. TAX OFFICE	7.50	416011	
JEFFERSON CTY. TAX OFFICE	7.50	416012	
JEFFERSON CTY. TAX OFFICE	7.50	416013	12,950.66*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	29.25	415946	
HILARY GUEST	120.94	416019	150.19*
MOSQUITO CONTROL FUND			437,112.10**

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	29.00	415906	
TIME WARNER COMMUNICATIONS	73.02	415935	
			102.02**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,386.26	415983	
THOMSON REUTERS-WEST	114.00	416028	
			2,500.26**
EMPG GRANT			
VERIZON WIRELESS	195.89	415943	
JUVENILE PROB & DET. FUND			195.89**
VERIZON WIRELESS	32.09	415944	
GRANT A STATE AID			32.09**
SAM HOUSTON STATE UNIVERSITY	230.00	415926	
VERIZON WIRELESS	32.07	415944	
			262.07**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	1,514.02	415923	
PAMELA G. STEWART	31.16	415932	
VERIZON WIRELESS	121.26	415944	
UNITED STATES POSTAL SERVICE	74.08	415946	
STACY TULLIER	34.50	415976	
			1,775.02**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	1,485.86	415904	
OLMSTED-KIRK PAPER	346.10	415924	
SYSCO FOOD SERVICES, INC.	2,215.56	415934	
VERIZON WIRELESS	32.07	415944	
BEN E KEITH FOODS	2,794.38	415955	
HIGGINBOTHAM INSURANCE AGENCY INC	1,863.75	415988	
			8,737.72**
DRUG DIVERSION PROGRAM			
DANA DOVER	55.20	415989	
			55.20**
DRUG INTERVENTION COURT			
CASH ADVANCE ACCOUNT	602.31	415918	
J.P. COURTROOM TECH. FUND			602.31**
VERIZON WIRELESS	189.95	415944	
			189.95**
HOTEL OCCUPANCY TAX FUND			
VERIZON WIRELESS	37.99	415944	
SOUTHEAST TEXAS BASEBALL/ACADEMY	6,620.00	415950	
			6,657.99**
CAPITAL PROJECTS FUND			
N&T CONSTRUCTION COMPANY, INC.	251,992.05	415893	
2011 REFUNDING BONDS			251,992.05**
FIRST SOUTHWEST ASSET MANAGEMENT	1,200.00	416003	
			1,200.00**
2012 REFUNDING BONDS			
FIRST SOUTHWEST ASSET MANAGEMENT	1,200.00	416003	
			1,200.00**
2013 REFUNDING BONDS			
FIRST SOUTHWEST ASSET MANAGEMENT	1,200.00	416003	
			1,200.00**
AIRPORT FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	570.35	415906	
VERIZON WIRELESS	75.98	415944	
SE TX EMP. BENEFIT POOL			646.33**
HOLMES MURPHY	13,750.00	415962	
GROUP ADMINISTRATIVE CONCEPTS INC	109,747.84	415972	
WORKER'S COMPENSATION FD			123,497.84**
TRISTAR RISK MANAGEMENT	23,729.32	415960	
SHERIFF'S FORFEITURE FUND			23,729.32**
BEAUMONT TROPHIES	154.00	415899	
PAYROLL FUND			154.00**
JEFFERSON CTY. TREASURER	18,370.61	415878	
INTERNAL REVENUE SERVICE	3,067.46	415879	
JEFFERSON CTY. TREASURER - HEALTH	4,035.20	415880	
JEFFERSON CTY. TREASURER - GENERAL	25.00	415881	
JEFFERSON CTY. TREASURER - PAYROLL	1,758,232.67	415882	
JEFFERSON CTY. TREASURER - PAYROLL	657,912.56	415883	
JEFFERSON CTY. TREASURER - TCDRS	596,987.22	415884	
TENNESSEE CHILD SUPPORT	115.38	415885	
SBA - U S DEPARTMENT OF TREASURY	168.49	415886	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	415887	
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	415888	
COLLEGE ASIST	203.98	415889	
JEFFERSON CTY. TREASURER - PAYROLL	13,499.64	415890	
JEFFERSON CTY. TREASURER - PAYROLL	1,628.95	415891	
CNTY & DIST COURT TECH FD			3,054,414.24**
VERIZON WIRELESS	227.96	415944	
ASAP - CONSTABLE PCT 8			227.96**
TASER INTERNATIONAL	177.71	415958	
			177.71**
			3,923,496.10***

Proclamation



STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 4th day of January, 2016, on motion made by Commissioner _____ of Precinct No. ____, and seconded by Commissioner _____, of Precinct No. _____, the following Proclamation was adopted:

WHEREAS, SB 393 designating the second Tuesday in January of each year as **VOLUNTEERS FOR DEMOCRACY DAY** went into effect September 1, 2007,

WHEREAS, for the year of 2016, January 12th is hereby declared **VOLUNTEERS FOR DEMOCRACY DAY**,

WHEREAS, this day is set aside in honor of the precinct chairs and other election volunteers who make valuable contributions to the nation’s democratic system,

WHEREAS, Jefferson County truly appreciates all the time and work that goes into our elections by our volunteer citizens,

WHEREAS, Jefferson County recognizes that without the dedication of volunteers, it would be very difficult, if not impossible, to conduct our elections,

WHEREAS, having made a significant contribution to the conduct of fair and impartial elections, the cornerstone of democracy, precinct chairs, precinct judges, alternate judges and election clerks are hereby recognized for their unselfish devotion to the common good and welfare of citizens of Jefferson County,

NOW, THEREFORE, BE IT RESOLVED that the Commissioners’ Court of Jefferson County, Texas, in a regular meeting duly convened and acting in its capacity as the governing body of Jefferson County, does hereby proclaim Tuesday, January 12, 2016, as **“VOLUNTEERS FOR DEMOCRACY DAY”**

SIGNED this 4th day of January, 2016.

JEFF BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL SHANE SINEGAL
Precinct No. 3

COMMISSIONER BRENT WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****January 4, 2016**

Consider, possibly approve and authorize the County Judge to execute, receive and file Letter Agreement between Jefferson County, Texas and Lamar University for the video taping of Commissioners Court meetings from September 1, 2015 through August 31, 2016. (This is provided at the same cost as the prior year.)

Letter of Agreement Between Lamar University and the Jefferson County Commissioners Court for the Taping of Jefferson County Commissioners Court Meetings

The Lamar University Department of Communication will provide video production services to the Jefferson County Commissioners Court for the production of videotapes of each regular meeting of the Commissioners Court from September 1, 201~~4~~⁵ to August 31, 201~~5~~⁶.

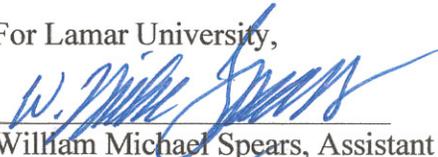
The services provided by the Lamar University Department of Communication for the Jefferson County Commissioners Court shall include, but not be limited to, the following:

- a) the videotaping of each regular meeting of the Jefferson County Commissioners Court,
 - b) any post production work needed to broadcast the videotapes,
 - c) the delivery of the DVD's to the proper site for their broadcast,
 - d) supplying all equipment and supplies needed to produce DVD's of the meetings.
- a) Copies of all Jefferson County Commissioners Court meetings.

The Jefferson County Commissioners Court will provide:

- a) a schedule of and agenda for all regular Commissioners Court meetings to the Lamar University Department of Communication,
- b) a location in the meeting room for the camera operator to setup the equipment needed to tape the meeting,
- c) an audio outlet for the camera operator to plug into the meeting room sound system,
- d) a payment of \$12,135 to the Lamar University Department of Communication for video production services provided from September 1, 201~~4~~⁵ to August 31, 201~~5~~⁶.
The payment is to be made on or before October 30, 201~~4~~⁵.

For Lamar University,


William Michael Spears, Assistant
Vice President for Operations

Date

12/7/15

For Jefferson County Commissioners Court

Jeff Branick, County Judge – Jefferson County
Commissioners Court

Date

INVOICE**Lamar University**

Department of Communication - SETCAST

P.O. BOX 10050
 Beaumont, TX 77710
 Phone 409-880-8155 Fax 409-880-8760

INVOICE #1005
 DATE: DECEMBER 14, 2015

TO:
 JEFFERSON COUNTY COMMISSIONERS COURT
 P.O. BOX 4025
 Beaumont, TX 77704

FOR:
 SETCAST videotaping services

DESCRIPTION	AMOUNT
Videotapes/DVD's of JEFFERSON COUNTY COMMISSIONERS COURT meetings from 9/1/2015 to 8/31/2016	\$12,135.00
TOTAL	\$12,135.00

Make all checks payable to: Lamar University Department of Communication
 Payment is due within 30 days.
 If you have any questions concerning this invoice, contact O'Brien Stanley at 409-880-8155

Thank you for your business!

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A PROJECT COMPLETION REPORT AND A CONTRACT AMENDMENT REQUEST FOR THE COMMUNITY DEVELOPMENT FUND CONTRACT BETWEEN JEFFERSON COUNTY AND THE TEXAS DEPARTMENT OF AGRICULTURE – CDBG PROGRAM, CONTRACT NUMBER 713250.

WHEREAS, Jefferson County entered into a contract with the State of Texas to make improvement to the Cheek Community sewer system; and

WHEREAS, the County desires to amend the Contract Number 713250 in the following manner:

1. Transfer funds in the amount of \$14,476.26 from the Sewer Improvement-Construction line item to Rehab Single –Unit line item.
2. Revise the Performance Statement to reflect the reduction in the number of Rehab Single – Unit beneficiaries from 18 to 15 and to revise the Sewer Improvement (force main) installation to 8,060 lf and 274 lf of bore. Reducing the number of Sewer Improvement beneficiaries to 39.

WHEREAS, the County desires to submit a Project Completion Report (including the final Section 3 Annual Report) to closeout Cheek Phase IV.

WHEREAS, the County has met the Texas Department of Agriculture Citizen Participation requirements;

WHEREAS, the County ultimately desires to reduce health hazards associated with limited access to safe, decent and affordable sewer service;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS:

The Commissioner's Court authorizes the submittal of a Project Completion Report(including the final Section 3 Annual Report) and a contract amendment request to be submitted to the Texas Community Development Program for the following proposed activities:

Transfer funds in the amount of \$14,476.26 from the Sewer Improvement-Construction line item to Rehab Single –Unit line item.

Revise the Performance Statement to reflect the reduction in the number of Rehab Single –Unit beneficiaries from 18 to 15 and the revision of Sewer Improvement (force main) installation to 8,060 lf and 274 lf of bore. Reducing the number of Sewer Improvement beneficiaries to 39.

The Commissioner's Court directs and authorizes the County Judge to execute all necessary documents as may be required to initiate and process this contract amendment request.

PASSED AND APPROVED at a meeting of the Commissioner's Court of Jefferson County, Texas, on the _____

EXHIBIT A
PERFORMANCE STATEMENT
COUNTY OF JEFFERSON

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

Residents in the unincorporated community of Cheek, located in Jefferson County, do not have access to public sewer service and rely upon failing septic systems, resulting in a threat to public health.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting low- and moderate-income persons with at least 51% of the beneficiaries qualifying as low- to moderate-income.

ACTIVITIES

Sewer Improvements Contractor shall provide first-time sewer access to eighteen (18) households in the unincorporated community of Cheek. Contractor shall install approximately eight thousand sixty linear feet (8,060 lf.) of three-inch (3") force main, approximately two hundred seventy four (274 lf.) of bore, valves, pavement and driveway repair, and all associated appurtenances. Residents will be served by the West Jefferson County Municipal Water District.

STREET	FROM	TO
Phillips St.	Boyt Road	478 ft to the west
Landry Road	Boyt Road	1068 ft to the east of Boyt Road
Trahan Road	Lawhon Road	855 ft. South of Lawhon Road
Wells Road	Brooks Road	1138 ft. North of Brooks Rd.
Boyt Road	Landry Road	1320 ft. North of Blossom St.
Faith Road	MLK Road	1160 ft to the North of MLK
MLK Road	Boyt Road	1320 ft to the west of Boyt

These activities shall benefit thirty-nine (39) persons, of which thirty-nine (39) persons or 100 percent (100%) are of low- to moderate-income.

Rehab: Single-Unit Residential – Sewer Contractor shall provide first-time sewer service to fifteen (15) households with grinder pumps in the Community of Cheek. Contractor shall install fifteen (15) electrical panel boxes (for the grinder units), fifteen (15) yard lines, tap fees, and all associated appurtenances. Residents will be served by the West Jefferson County Municipal Water District. Construction shall take place within the community of Cheek.

5808 Moonglow	4048 Wells	8684 Phillips
8033 Boyt	8701 Phillips	8461 Landry
9382 Lawhon	5853 Martel	7116 Faith
7964 Boyt	7606 Boyt	
7351 Boyt	7498 Boyt	
7763 Boyt	7727 Boyt	

These activities shall benefit thirty-five (35) persons, of which thirty-five (35) or one hundred percent (100%) are of low to moderate income.

Acquisition

Contractor shall acquire easements needed for first-time sewer grinder pumps. Contractor 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. Sec. 4601 et. seq.) and HUD implementing regulations (24 C.F.R. Part 42).

Engineering

Contractor shall ensure that the amount of Department 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.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

For Budget Amendment/Modification Requests

Enter the entire project Exhibit B and proposed change(s), including activities with no change.

Activity	Original Budget	Current Budget	Present (+/-) \$ Change	Revised Budget	
03J - Sewer Improvement-Construction	\$209,000.00	\$139,314.00	(\$14,476.25)	\$124,837.75	+
03J - Sewer Improvements-Engineering	\$36,000.00	\$30,000.00		\$30,000.00	+
14A - Rehab Single-Unit-Sewer	\$0.00	\$69,686.00	\$14,476.25	\$84,162.25	+
14A - Rehab Single-Engineering	\$0.00	\$6,000.00		\$6,000.00	+
21J - General Administration	\$30,000.00	\$30,000.00		\$30,000.00	+
Totals	\$275,000.00	\$275,000.00	\$0.00	\$275,000.00	

Do the proposed revisions move more than 20% of the total grant funds from one activity to another? No Yes

Do the proposed revisions require new budget activities? No Yes

Do the proposed revisions move funds from construction activities to administration or engineering activities? No Yes

If Yes, describe additional adm/eng services:

TDA Staff: Record change in IDIS

Provide any other appropriate information about this request in the space below:

Supporting Documents Attached (if applicable):

- Revised Exhibit A (using track changes)
 Revised Exhibit B (using track changes)
 Resolution and Notice of Public Hearing
 Engineer's letter
 Revised Project Map
 Revised Implementation Schedule
 Other

By my signature, I certify that the above is true and accurate and hereby request the contract change:

 Signature of Authorized Signator Title Date

Notifications:

Mailing Address

Email Address for Grant Recipient

Other Email Address (list address for persons to be included in notification)

TDA Action: Notes Attached

Contract Specialist	TxCDBG Manager	TxCDBG Director	ORA Administrator
<input style="width: 100%;" type="text"/>			
Date <input style="width: 100%;" type="text"/>			

PROJECT COMPLETION REPORT

A1200

Grant Recipient Name

JEFFERSON

Contract Number

713250

Grant Recipient Name: Contract No: Region:

Contract Start Date: Contract End Date: DUNS No.

Part I. General Reports

Total Persons Benefitting: Total Contract Beneficiaries: Low-to-Moderate Income Beneficiaries:

Certificate of Expenditures:

Activity	TxCDBG Budget	TxCDBG Funds Drawn To-Date	TxCDBG Funds not Received (including pending draws)		Local Contribution	Percent Matched
			TxCDBG Reserved Funds	Unutilized Funds (Deob)		
03J Sewer Improvements	\$124,837.75			\$124,837.75		
03J Sewer Improvements - Engine	\$20,000.00			\$20,000.00		
14A Rehab: Single-unit Sewer	\$84,162.25			\$84,162.25		
14A Rehab: Single-unit Engineeri	\$16,000.00			\$16,000.00		
21A General Administration	\$30,000.00			\$30,000.00		
Total	\$ 275,000.00			\$275,000.00		0 %

Note: if a contract activity is not listed, click on the Activity field and type the needed Activity name

For Reserved Funds, list specific costs

Civil Rights & Citizen Participation:

- Equal Opportunity Requirements
 Section 3 Requirements
 Promotion of MBE Participation
 Excessive Force Policy
 Section 504 Requirements
 Fair Housing Requirements

Fair Housing Activity (describe):

Final Public Hearing Comments:

Final Public Hearing Date: Hearing Publication Date: Work Completed Date:

Certifications:

As chief elected official of the contractor jurisdiction, I certify that:

- All activities undertaken with funds provided under the contract identified in this report, have, to the best of my knowledge, been carried out in accordance with the contract agreement;
- The information contained in this Project Completion Report is accurate to the best of my knowledge;
- All records related to contractor activities are available for review;
- TXCDBG funds were not used to reduce the level of local financial support for housing and community development activities;
- No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a);
- The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities; and
- Proper provision has been made for the payment of all unpaid costs and unsettled third-party claims and the State of Texas is under no obligation to make any further payment to the recipient under the contract agreement in excess of the amount identified in the Certificate of Expenditures table as "TxCDBG Reserved Funds".

JEFF R BRANICK, COUNTY JUDGE		
Name and Title (Print)	Signature	Date

PROJECT COMPLETION REPORT

A1200

Grant Recipient Name

JEFFERSON

Contract Number

713250

<input checked="" type="checkbox"/> Original Submittal	<input type="checkbox"/> Revision	Date revised: _____
--	-----------------------------------	---------------------

Attachments: The following documents support this report.

Final Public Hearing Publication (copy w/ affidavit or tearsheet)	Section 3 Annual Report	Project Map (for all construction projects)	Evidence of Benefit (projects on private property)
<input checked="" type="checkbox"/> Attached	<input checked="" type="checkbox"/> Attached	<input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A

PROJECT COMPLETION REPORT

A1200

Grant Recipient Name

JEFFERSON

Contract Number

713250

Part II. Performance Report Report work performed and performance measures for each contract budget activity.**Actual Accomplishments:**

Activity	Item Installed or Action Performed	Units	Perf. Stat Quantities	Actual Quantities	% Change
03J Sewer Improvements	INSTALLATION OF FORCE MAIN	l.f.	5,960	8,060	35.23
14A Rehab: Single-Unit Sewer	INSTALLATION OF GRINDER PUMPS	each	18	15	-16.67
					0

Does the current Performance Statement accurately reflect the project location(s)? YesHave final project record drawings been received by the Grant Recipient? Yes, in digital format (original vector data)**HUD Performance Measures:**

Activity	Objective	Outcome
03J Sewer Improvements	1. Suitable Living Environment	1. Availability / Accessibility
Benefit Indicator	Facility/Infrastructure, new access	No. of Beneficiaries 39
Special Category	none	

Activity	Objective	Outcome
14A Rehab: Single-Unit Sewer	1. Suitable Living Environment	1. Availability / Accessibility
Benefit Indicator	Facility/Infrastructure, new access	No. of Beneficiaries 35
Special Category	none	

Check this box if this project includes Housing activities (other than water/sewer connections)

PROJECT COMPLETION REPORT

A1200

Grant Recipient Name**JEFFERSON**Contract Number**713250****Part III(a) Beneficiary Detail Report - Activities on Public Property**

Identify all activities that benefit the persons reported on this sheet; report beneficiary details for those persons.

Fields marked in pink ("Total" or "Grand Total") must equal the total beneficiaries for the activity(s) in the contract Performance Statement.

Activity:	03J Sewer Improvements	Activity:	03J Sewer Improvements
------------------	-------------------------------	------------------	-------------------------------

Beneficiaries by Demographic:	No. of Persons		
	Male	Female	Total
Gender	19	20	39
Race	Non-Hispanic	Hispanic	Sub-Total
Black/ African American	39		39
Grand Total:	39		

Beneficiaries by Income:

Income Level	No. of Persons
Very Low (at or below 30% of the AMFI)	9
Low (31-50% of the AMFI)	17
Moderate (51-80% of the AMFI)	13
Non-Low/Moderate (above 80% of the AMFI)	
Total	39
Subtotal - All Low/Mod	39
Percent Low/Mod	100.00%

PROJECT COMPLETION REPORT

A1200

Grant Recipient Name**JEFFERSON**Contract Number**713250****Part III(b) Beneficiary Detail Report - Activities on Private Property**

Identify all activities that benefit the persons reported on this sheet; report beneficiary details for those persons and households.

Fields marked in pink ("Total" or "Grand Total") must equal the total beneficiaries for the activity(s) in the contract Performance Statement. Fields marked in yellow ("Total" or "Grand Total") must equal the total households served by the activity(s) in the contract Perf. Statement.

Activity:	14A Rehab: Single-Unit Sewer	Activity:	no other activities benefit this group
------------------	-------------------------------------	------------------	---

Beneficiaries by Demographic:	No. of Persons			No. of Households (demographics of the Head of Household)		
	Male	Female	Total	Male	Female	Total
Gender	17	18	35	12	3	15
Race	Non-Hispanic	Hispanic	Sub-Total	Non-Hispanic	Hispanic	Sub-Total
Black/ African American	35		35	15		15
Grand Total:	35			15		

Beneficiaries by Income:

Income Level	No. of Persons	No. of Owner Occupied Households	No. of Renter Occupied Households
Very Low (at or below 30% of the AMFI)	9	3	
Low (31-50% of the AMFI)	15	6	
Moderate (51-80% of the AMFI)	11	6	
Non-Low/Moderate (above 80% of the AMFI)			
Total	35	15	
Subtotal - All Low/Mod	35	15	
Percent Low/Mod	100.00%	100	

PROJECT COMPLETION REPORT

A1200

Grant Recipient Name**JEFFERSON**Contract Number**713250****Part IV Final Financial Interest Report**

Report all contracts executed under this TxCDBG contract that are valued at or above \$2,000.

Contracts with no subcontractors

Type of Services	Business Name	Contract Amount			Qtr Executed
		TxCDBG Funds	Other Funds	Total Dollars	
Construction/Rehab	T. JOHNSON	\$124,837.75	\$0.00	\$124,837.75	1Q-14
Administration	GRIFFITH, MOSELEY & JOHNSON	\$30,000.00		\$30,000.00	2Q-12
Engineering	dp ENGINEERING	\$36,000.00		\$36,000.00	2Q-12

 At least one contract executed under this TxCDBG contract includes subcontracts.

 No contracts executed under this TxCDBG contract include subcontracts.
Contracts with Prime and Sub Contractors

Type of Services		Contract Amount			Qtr Executed
		TxCDBG Funds	Other Funds	Total Dollars	
Construction/Rehab		\$84,162.25		\$84,162.25	
Prime (name)	T. JOHNSON INDUSTRIES	\$74,762.25		\$74,762.25	1Q-14
Subcontractor	ELECTRICAL SPECIALTIES	\$9,400.00		\$9,400.00	2Q-15

SECTION 3 ANNUAL REPORT
A1011

Grant Recipient Name
JEFFERSON COUNTY

Contract Number
713250

Rpt Year
2015

Region
SETRPC

Economic Opportunities for Low and Very Low-Income Persons

1. Grant Recipient: JEFFERSON COUNTY 2. Contract Number: 713250 3. Report Year: 2015 4. Region: SETRPC

Contracts Executed During Reporting Year:

Report all contracts executed during the reporting year under this TxCDBG contract that are valued at or above \$2,000.

Non-Construction Contracts: including professional and administrative services, equipment rentals, and materials providers.

Business Name	Date Executed	Contract Amount	Section 3 Business	Section 3 Amount
		\$0.00	<input type="checkbox"/>	\$0.00
		\$0.00		\$0.00

Construction Contracts: including contracts with a labor component

Prime (Name): T. JOHNSON	Date Executed: 2/23/2015	Construction Contract Amt: \$84,162.25	Prime Amt: \$74,762.25	<input type="checkbox"/> Prime is Section 3
Subcontractor	Date Sub Executed	Contract Amount	Section 3 Business	
ELECTRICAL SPECIALTIES	4/16/2015	\$9,400.00	<input type="checkbox"/>	
Prime (Name):	Date Executed:	Construction Contract Amt: \$0.00	Prime Amt: \$0.00	<input type="checkbox"/> Prime is Section 3
Subcontractor	Date Sub Executed	Contract Amount	Section 3 Business	
		\$0.00	<input type="checkbox"/>	

Part I: Employment and Training

Job Category	Number of New Hires	# of New Hires that are Sec 3 Residents	% of Sec 3	# of Sec 3 Trainees	Add A Row
	0	0	0%	0	Remove A Row
Totals:	0	0	0%	0	

Part II: Contracts Awarded During the Reporting Year

Non-Construction Contracts:

- A. Total dollar amount of all non-construction contracts awarded on the project / activity: \$0.00
- B. Total dollar amount of non-construction contracts awarded to Section 3 businesses: \$0.00
- C. Percentage of the total dollar amount that was awarded to Section 3 businesses: 0%
- D. Total number of Section 3 businesses receiving contracts: 0

Construction Contracts:

- A. Total dollar amount of all construction contracts awarded on the project / activity: \$84,162.25
- B. Total dollar amount of contracts awarded to Section 3 businesses: \$0.00
- C. Percentage of the total dollar amount that was awarded to Section 3 businesses: 0%
- D. Total number of Section 3 businesses receiving contracts: 0

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and-very-low income persons, particularly those who are recipients of government assistance for housing. (Check all that apply. At least one response is required.)

SECTION 3 ANNUAL REPORT

A1011

Grant Recipient Name

JEFFERSON COUNTY

Contract Number

713250

Rpt Year

2015

Region

SETRPC

63

Economic Opportunities for Low and Very Low-Income Persons

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, Contacts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
 - Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
 - Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
 - Other efforts from Section 3 policy adopted by Grant Recipient:



JEFFERSON COUNTY TEXAS



AN EQUAL EMPLOYMENT OPPORTUNITY PROJECT

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT

This project is funded by the Texas Department of Agriculture of the State of Texas, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.

Record Print

Signed *William V. Larrain*
Date 6-5-15

THE SEAL APPEARING
ON
THIS DOCUMENT WAS
AUTHORIZED BY
WILLIAM V. LARRAIN, P.E.
51953, ON
02/20/2015

d.p. Consulting Engineers, Inc.
F-3356



Oct 20, 2014 - 10:28am Z:\0604\114-18 Draw\Phase IV Grinder Pump\Plan\04 Project Sign.dwg

<p>PROJECT SIGN</p> <p>DATE: 00T 2014</p> <p>SCALE: NONE</p> <p>DESIGNED BY: W.V.L.</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 4</p> <p>4</p>	<p>CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT GRINDER PUMP INSTALLATION - PHASE IV JEFFERSON COUNTY, TEXAS</p>	<p>ACTION CIVIL ENGINEERS, PLLC 1625 WEST WILSON ROAD SUITE 200 DALLAS, TEXAS 75244 PHONE: (214) 343-7400 FAX: (214) 343-7402 WWW: www.actioncivil.com</p>
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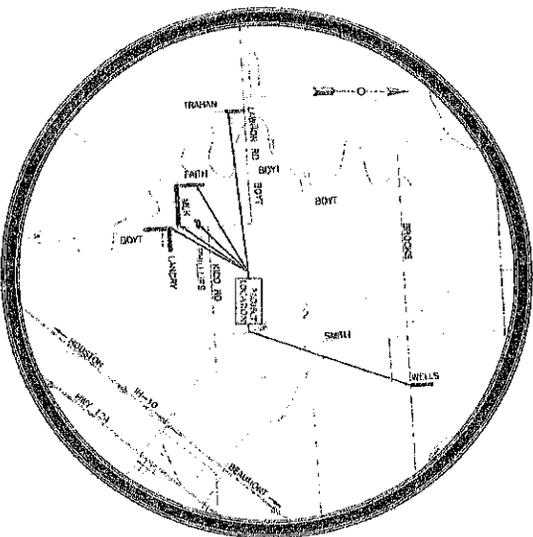
CONSTRUCTION PLANS
FOR
JEFFERSON COUNTY
CHEEK COMMUNITY SEWER IMPROVEMENT PROJECT
CHEEK PHASE IV

JEFFERSON COUNTY, TEXAS *Red Line Drawings -*

"Texas Community
 Development Block Grant
 Program"
 TDCDBG Contract No. 712250
 ACE Job No. 14-128

Installed As Per Marked changes sheets 4, 6 & 14

SHEET	DRAWING NAME
1	TITLE SHEET
2	OVERALL PROJECT LAYOUT
3	SOFT ROAD - STA 0+00 TO 10+00
4	SOFT ROAD - STA 10+00 TO END STA
5	FAHRT ROAD - STA 0+00 TO 10+00
6	FAHRT ROAD - STA 10+00 TO END STA
7	LANDRY ROAD - STA 0+00 TO 10+00
8	LANDRY ROAD - STA 10+00 TO END STA
9	MARTIN LUTHER KING ROAD - STA 0+00 TO 10+00
10	MARTIN LUTHER KING ROAD - STA 10+00 TO 20+00
11	MARTIN LUTHER KING ROAD - STA 20+00 TO END STA
12	PHILLIPS STREET - STA 0+00 TO END STA
13	TRAHAM ROAD - STA 0+00 TO END STA
14	VELLS ROAD - STA 0+00 TO END STA
15	DETAILS - SHEET 11 OF 21
16	DETAILS - SHEET 12 OF 21
17	PROJECT SIGN



Locality Map

Prepared by:

ACTION CIVIL ENGINEERS, PLLC.
 dbe d/p, CONSULTING ENGINEERS, INC.
 P.O. BOX 20400
 FORT WORTH, TEXAS 76101
 PHONE (817) 335-4343
 FAX (817) 335-4344
 WWW.ACTIONCIVIL.COM

JEFFERSON COUNTY
COMMISSIONERS COURT:
 JEFF BRANCK, COUNTY JUDGE
 EDDIE ARNOLD, COMMISSIONER PRECINCT 1
 BRENT WEAVER, COMMISSIONER PRECINCT 2
 MICHAEL SINGAL, COMMISSIONER PRECINCT 3
 EVERETT "BO" ALFRED, COMMISSIONER PRECINCT 4

Report Print
 Signed *[Signature]*
 Date 6-5-15

Action Civil Engineers, PLLC
 F-3356

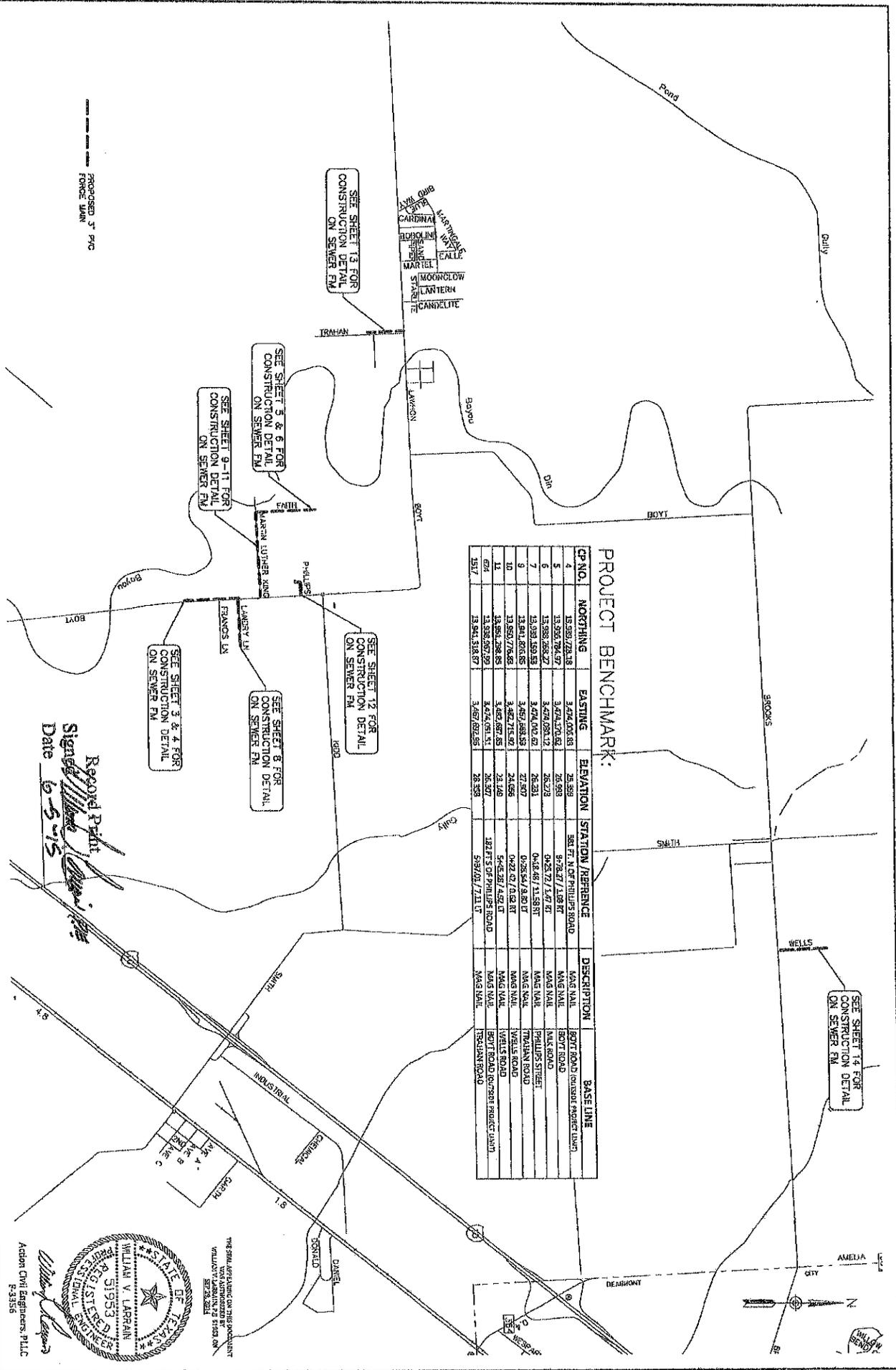


THIS SEAL, AFFIXED TO THIS DOCUMENT
 VALIDATED BY THE STATE OF TEXAS ON
 06/05/2015 10:58 AM

NO.	DATE	BY	REVISIONS
1	SEP 2014	WV	ISSUED FOR PERMIT
2			
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17			

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
LOW PRESSURE SEWER SYSTEM - PHASE IV
 JEFFERSON COUNTY, TEXAS

ACTION CIVIL ENGINEERS, PLLC
 3727 OCTOBER BLVD
 FORT WORTH, TX 76101
 PHONE (817) 335-4343
 FAX (817) 335-4344
 WWW.ACTIONCIVIL.COM



PROJECT BENCHMARK:

CP NO.	NORTHING	EASTING	ELEVATION	STATION / REFERENCE	DESCRIPTION	BASE LINE
4	13,989,723.13	3,474,005.83	26.559	SECT. 12 OF PHILLIPS ROAD	MAG NAIL	BOYT ROAD (EXISTING PROJECT TURN)
5	13,989,794.97	3,474,370.62	26.993	9793/71 / 5.67 BT	MAG NAIL	BOYT ROAD
6	13,989,268.27	3,474,091.12	26.273	0726/71 / 5.67 BT	MAG NAIL	INDUSTRIAL ROAD
7	13,981,169.45	3,474,042.62	26.231	0418/67 / 11.58 BT	MAG NAIL	PHILLIPS STREET
9	13,981,806.85	3,467,888.59	27.807	0726/64 / 9.80 BT	MAG NAIL	PHILLIPS ROAD
10	13,980,706.65	3,462,715.92	24.955	0422 / 07 / 0.82 BT	MAG NAIL	WELLS ROAD
11	13,981,768.85	3,467,667.85	23.146	0422 / 07 / 4.92 BT	MAG NAIL	BOYT ROAD (EXISTING PROJECT TURN)
624	13,988,987.99	3,474,061.51	26.307	1327 FT. OF PHILLIPS ROAD	MAG NAIL	BOYT ROAD (EXISTING PROJECT TURN)
1517	13,981,318.87	3,467,692.95	28.559	5297/01 / 7.11 BT	MAG NAIL	TRAILER ROAD

Report Print
 Signed: *[Signature]*
 Date: 6-5-15

THE SEAL AND SIGNATURE OF THE ARCHITECT
 WILLIAM V. LARRAIN
 REGISTERED ARCHITECT NO. 11924, AND
 REGISTERED ENGINEER

STATE OF TEXAS
 REGISTERED ENGINEER
 WILLIAM V. LARRAIN
 51953

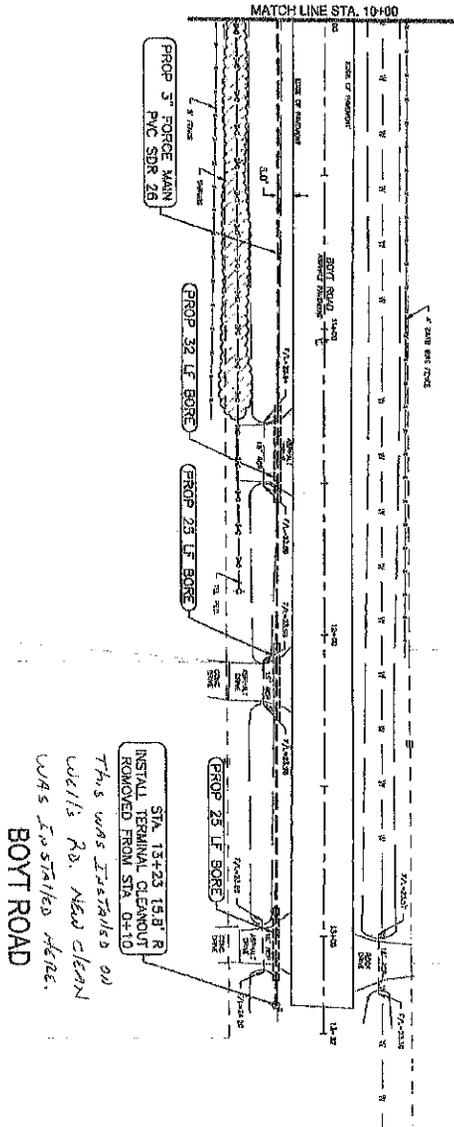
Acton Civil Engineers, PLLC
 F-3358

OVERALL PROJECT LAYOUT

**CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
 LOW PRESSURE SEWER SYSTEM - PHASE IV
 JEFFERSON COUNTY, TEXAS**

ACTION CIVIL ENGINEERS, PLLC
 3777 DIXON DRIVE
 FLO, DALLAS, TX 75242
 PHONE (409) 885-1818
 FAX (409) 885-6663
 info@actoncivil.com

DATE: SEP 2014
 SCALE: AS SHOWN
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 IN CHARGE: [Name]



STA. 13+23 15.0' R
 INSTALL TERMINAL CLEANOUT
 REMOVED FROM STA. 0+10
 This was installed on
 Wells Rd. Need clean
 WAS installed here.
BOYT ROAD

- CONTRACTOR NOTE:**
1. CONTRACTOR IS TO VERIFY EXISTING PERMITS ARE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND VARIATIONS. ADEQUATE PROVISIONS TO BE MADE FOR PROTECTION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 2. CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON TREC DESIGN STANDARDS 21/1/17 DESIGN CRITERIA FOR SEWERAGE SYSTEMS.
 3. CONTRACTOR TO USE THE DISTANCE FROM THE FORCE EDGE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.



Record Print
 Signed *[Signature]*
 Date 6-5-15

THE SEAL APPEARING ON THIS INSTRUMENT WAS AUTHORIZED BY WILLIAM V. LARRAIN ON 02-28-2014

WILLIAM V. LARRAIN
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 21523
 STATE OF TEXAS

[Signature]
 Action Civil Engineers, PLLC
 P-43356

NO.	REVISIONS
1	ISSUED
2	DATE
3	BY
4	NO. NUMBER
5	DATE
6	BY
7	NO. NUMBER
8	DATE
9	BY
10	NO. NUMBER
11	DATE
12	BY
13	NO. NUMBER
14	DATE
15	BY
16	NO. NUMBER
17	DATE
18	BY

BOYT ROAD
 STA 10+00 TO END

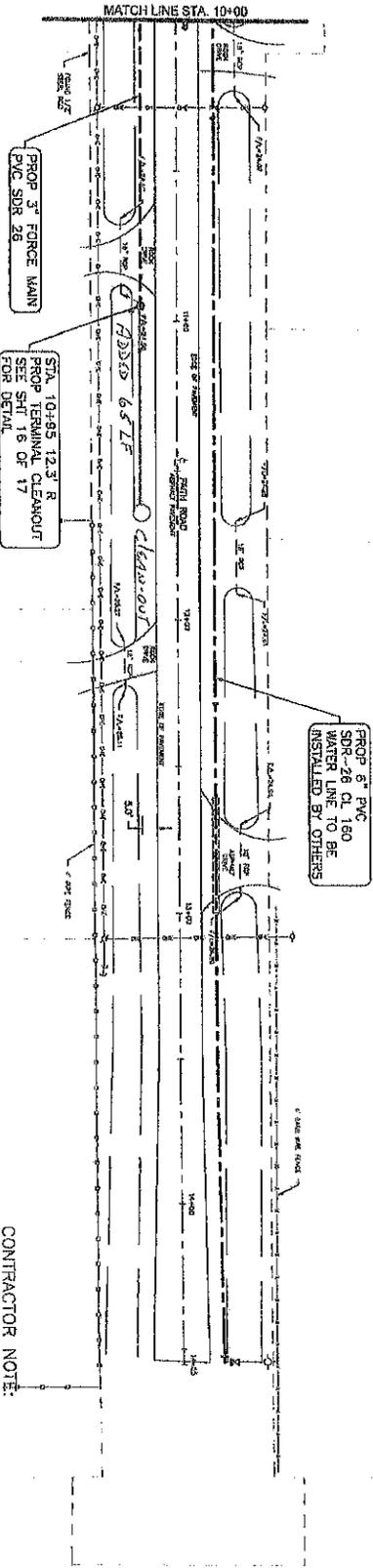
CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
LOW PRESSURE SEWER SYSTEM - PHASE IV
 JEFFERSON COUNTY, TEXAS

ACTION CIVIL ENGINEERS, PLLC
 3127 JACKSON DRIVE
 P.O. BOX 1110
 FORT WORTH, TX 76102
 PHONE: (817) 635-2525
 FAX: (817) 635-0755
 actioncivileng.com

FAITH ROAD

- CONTRACTOR NOTE:
1. CONTRACTOR IS TO VERIFY EXISTING PRELIM OR UTILITY HORIZONTAL AND VERTICAL LOCATION PRIOR TO INITIATION OF CONSTRUCTION.
 2. CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE FROM OVERHEAD POWER LINES AS SPECIFIED FROM CHAPTER 217/217.1 DESIGN CRITERIA FOR SEWERAGE SYSTEM.
 3. CONTRACTOR TO USE THE DISTANCE FROM THE FORCE MAIN TO ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.

SYMBOL	DESCRIPTION
○	PROPOSED FORCE MAIN
○	EXISTING FORCE MAIN
○	PROPOSED 3" FORCE MAIN
○	EXISTING 3" FORCE MAIN
○	PROPOSED 6" PVC SDR-26 CL 160 WATER LINE
○	EXISTING 6" PVC SDR-26 CL 160 WATER LINE
○	PROPOSED 12" R
○	EXISTING 12" R
○	PROPOSED 18" R
○	EXISTING 18" R
○	PROPOSED 24" R
○	EXISTING 24" R
○	PROPOSED 30" R
○	EXISTING 30" R
○	PROPOSED 36" R
○	EXISTING 36" R
○	PROPOSED 42" R
○	EXISTING 42" R
○	PROPOSED 48" R
○	EXISTING 48" R
○	PROPOSED 54" R
○	EXISTING 54" R
○	PROPOSED 60" R
○	EXISTING 60" R
○	PROPOSED 66" R
○	EXISTING 66" R
○	PROPOSED 72" R
○	EXISTING 72" R
○	PROPOSED 78" R
○	EXISTING 78" R
○	PROPOSED 84" R
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○	PROPOSED 300" R
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○	EXISTING 366" R
○	PROPOSED 372" R
○	EXISTING 372" R
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○	PROPOSED 390" R
○	EXISTING 390" R
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○	EXISTING 396" R
○	PROPOSED 402" R
○	EXISTING 402" R
○	PROPOSED 408" R
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○	PROPOSED 414" R
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○	PROPOSED 474" R
○	EXISTING 474" R
○	PROPOSED 480" R
○	EXISTING 480" R
○	PROPOSED 486" R
○	EXISTING 486" R
○	PROPOSED 492" R
○	EXISTING 492" R
○	PROPOSED 498" R
○	EXISTING 498" R
○	PROPOSED 504" R
○	EXISTING 504" R
○	PROPOSED 510" R
○	EXISTING 510" R
○	PROPOSED 516" R
○	EXISTING 516" R
○	PROPOSED 522" R
○	EXISTING 522" R
○	PROPOSED 528" R
○	EXISTING 528" R
○	PROPOSED 534" R
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○	PROPOSED 588" R
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○	EXISTING 1080" R
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○	EXISTING 1098" R
○	PROPOSED 1104" R
○	EXISTING 1104" R
○	PROPOSED 1110" R
○	EXISTING 1110" R
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○	EXISTING 1116" R
○	PROPOSED 1122" R
○	EXISTING 1122" R
○	PROPOSED 1128" R
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○	PROPOSED 1140" R
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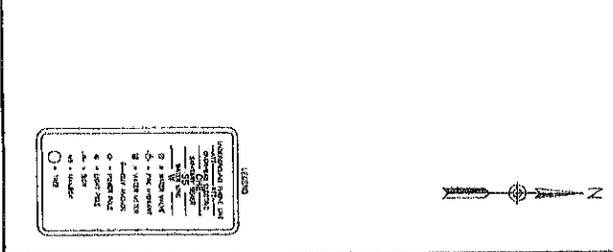
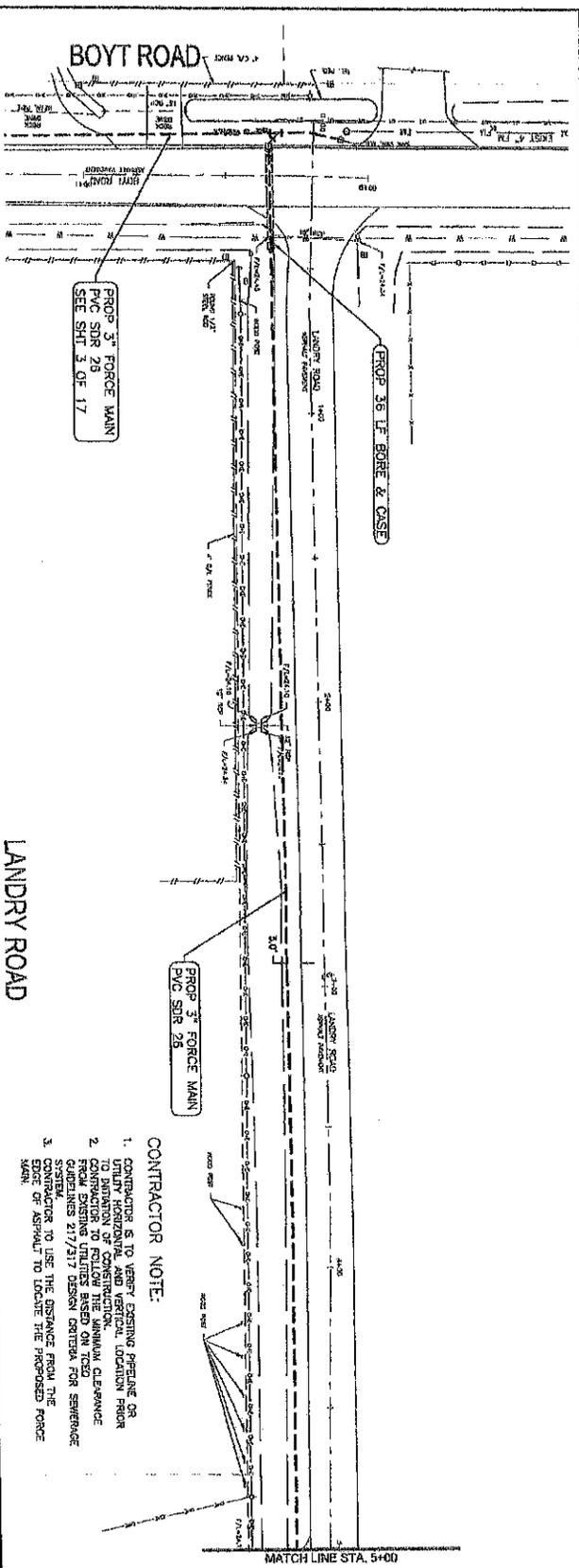


Record Plan
 Signed *William V. Larrain*
 Date 6-5-15



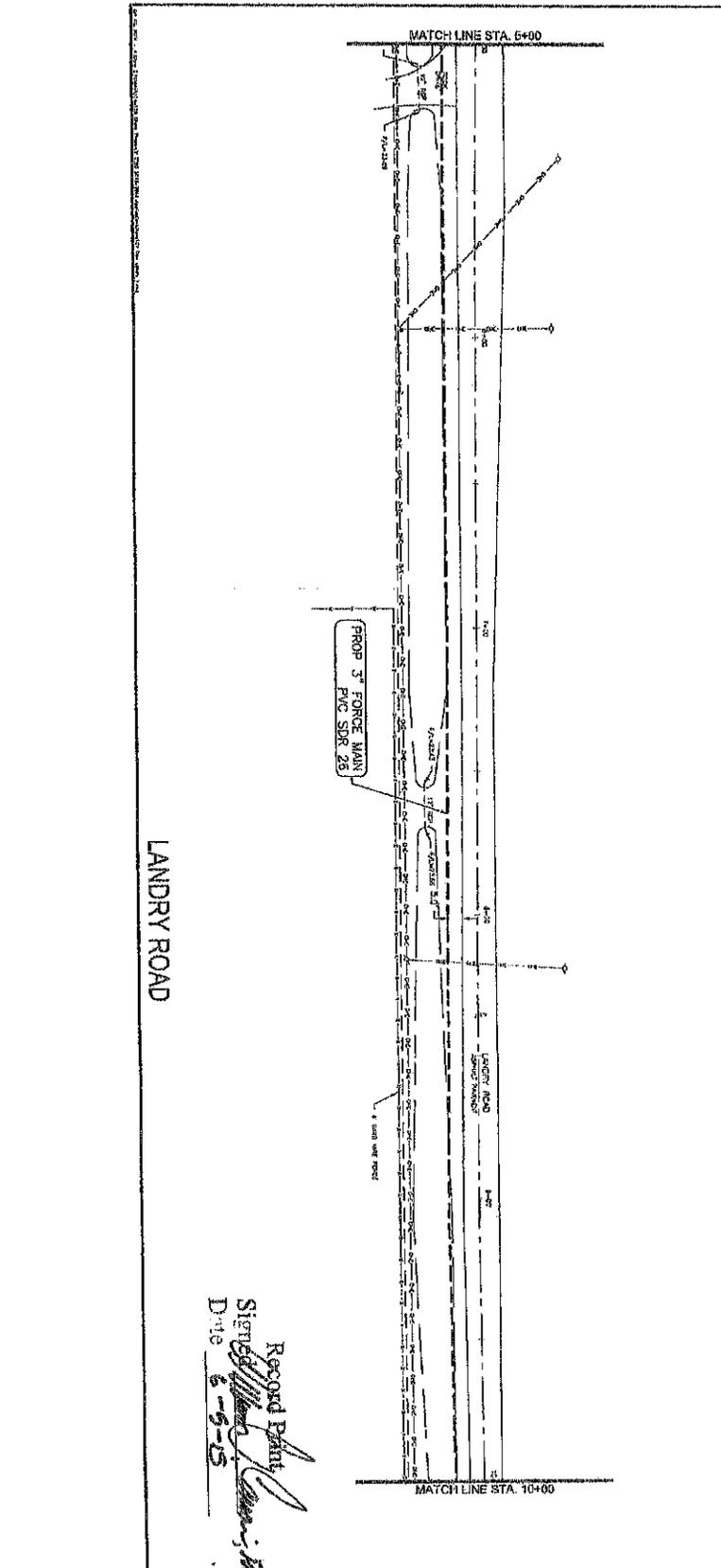
Action Civil Engineers, PLLC
 P-3356

NO.	REVISIONS
1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR AS-BUILT



CONTRACTOR NOTE:

1. CONTRACTOR IS TO VERIFY EXISTING PRELIM OR UTILITY HORIZONTAL AND VERTICAL LOCATION PRIOR TO DIRECTION OF CONSTRUCTION. MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON TCEQ GUIDELINES 217/317 DESIGN CRITERIA FOR SEWERAGE SYSTEMS TO USE THE DISTANCE FROM THE CENTER OF 'AS-BUILT' TO LOCATE THE PROPOSED FORCE MAIN.



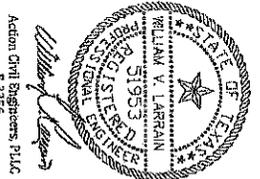
CONTRACTOR NOTE:

1. CONTRACTOR IS TO VERIFY EXISTING PRELIM OR UTILITY HORIZONTAL AND VERTICAL LOCATION PRIOR TO DIRECTION OF CONSTRUCTION. MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON TCEQ GUIDELINES 217/317 DESIGN CRITERIA FOR SEWERAGE SYSTEMS TO USE THE DISTANCE FROM THE CENTER OF 'AS-BUILT' TO LOCATE THE PROPOSED FORCE MAIN.

LANDRY ROAD

LANDRY ROAD

Record Book
 Signed *[Signature]*
 Date 6-5-15



THE SEAL APPEARING ON THIS DOCUMENT
 WILLIAM V. LARKIN, P.E.
 LICENSE NO. 51953
 MECHANICAL
 SEP 20, 2014

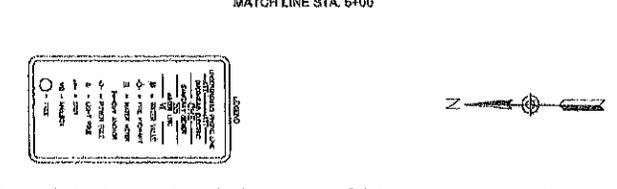
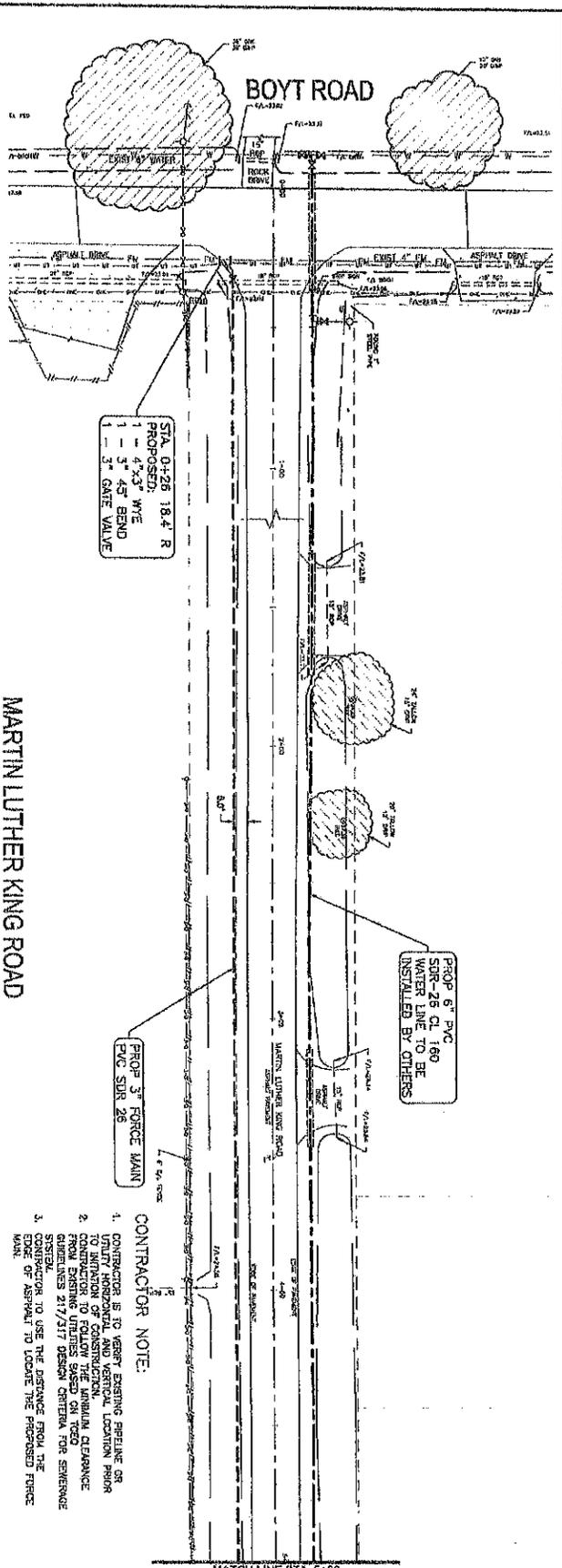
NO.	REVISIONS
1	DATE
2	BY
3	DATE
4	BY
5	DATE
6	BY
7	DATE
8	BY
9	DATE
10	BY
11	DATE
12	BY
13	DATE
14	BY
15	DATE
16	BY
17	DATE

LANDRY ROAD
 STA 0+00 TO STA 10+00

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
 LOW PRESSURE SEWER SYSTEM - PHASE IV
 JEFFERSON COUNTY, TEXAS

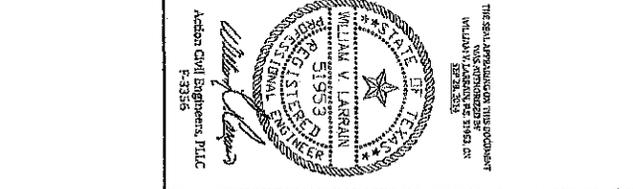
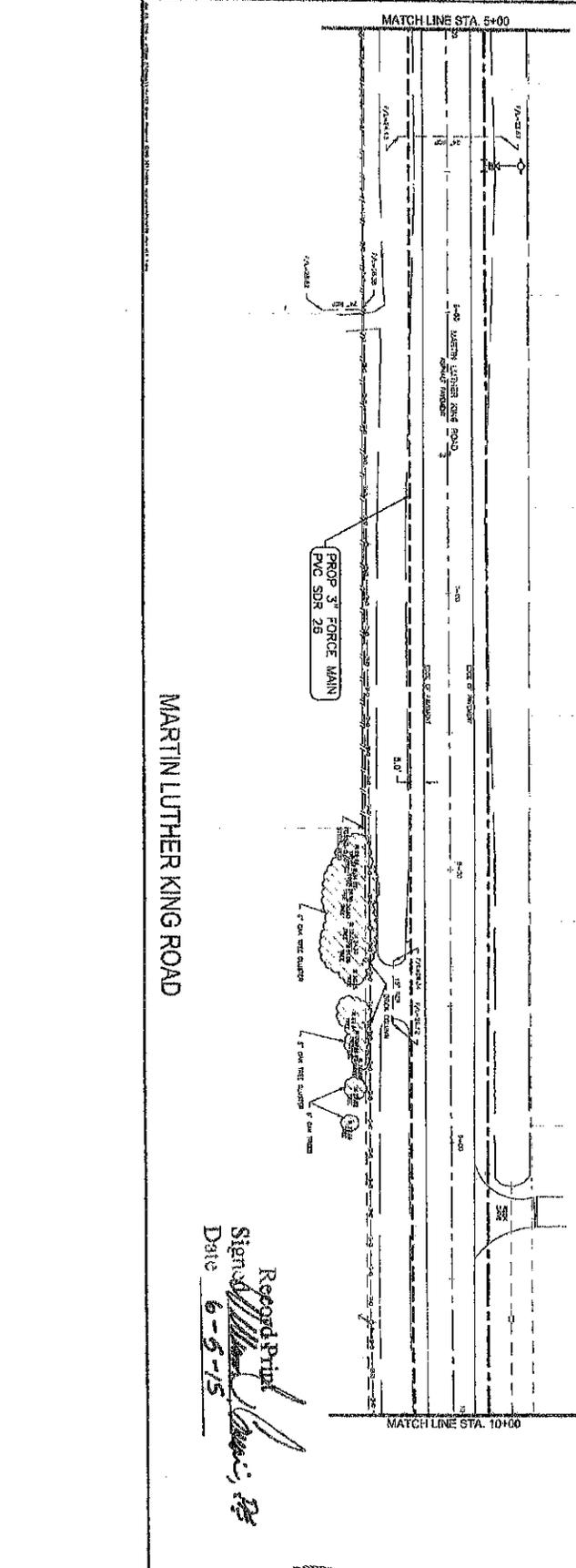


ACTION CIVIL
 ENGINEERS, PLLC
 3717 DOCKERS BLVD
 P.O. BOX 2110
 HOUSTON, TX 77062
 PHONE (281) 343-1222
 FAX (281) 343-0282
 www.actioncivil.com



CONTRACTOR NOTE:

1. CONTRACTOR IS TO VERIFY EXISTING PRELIM OR UTILITY HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION TO FOLLOW THE MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON TCEQ GUIDELINES 217/317 DESIGN CRITERIA FOR SEWERAGE
2. CONTRACTOR TO USE THE DISTANCE FROM THE EDGE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN



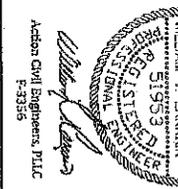
CONTRACTOR NOTE:

1. CONTRACTOR IS TO VERIFY EXISTING PRELIM OR UTILITY HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION TO FOLLOW THE MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON TCEQ GUIDELINES 217/317 DESIGN CRITERIA FOR SEWERAGE
2. CONTRACTOR TO USE THE DISTANCE FROM THE EDGE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN

MARTIN LUTHER KING ROAD

MARTIN LUTHER KING ROAD

Record Print
 Signed: *[Signature]*
 Date: 6-5-15



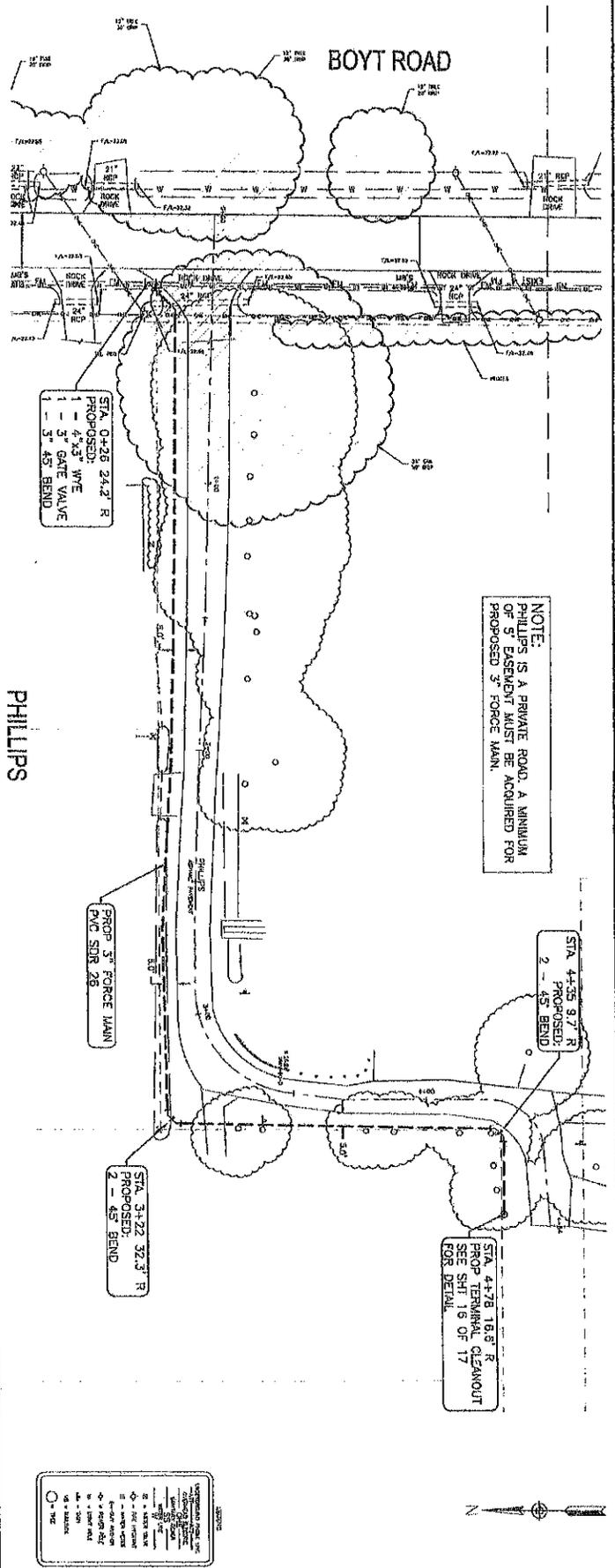
Adcon Civil Engineers, PLLC
 1-5350

NO.	DESCRIPTION
1	3" FORCE MAIN
2	3" FORCE MAIN
3	3" FORCE MAIN
4	3" FORCE MAIN
5	3" FORCE MAIN
6	3" FORCE MAIN
7	3" FORCE MAIN
8	3" FORCE MAIN
9	3" FORCE MAIN
10	3" FORCE MAIN
11	3" FORCE MAIN
12	3" FORCE MAIN
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36	3" FORCE MAIN
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87	3" FORCE MAIN
88	3" FORCE MAIN
89	3" FORCE MAIN
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91	3" FORCE MAIN
92	3" FORCE MAIN
93	3" FORCE MAIN
94	3" FORCE MAIN
95	3" FORCE MAIN
96	3" FORCE MAIN
97	3" FORCE MAIN
98	3" FORCE MAIN
99	3" FORCE MAIN
100	3" FORCE MAIN

MARTIN LUTHER KING ROAD
 STA 0+00 TO STA 10+00

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
 LOW PRESSURE SEWER SYSTEM - PHASE IV
 JEFFERSON COUNTY, TEXAS

ADCON CIVIL ENGINEERS, PLLC
 3127 OCTOBER DRIVE
 FORT ARTHUR, TX 77642
 PHONE: (409) 863-0241
 FAX: (409) 863-0245
 www.adcon-engineers.com



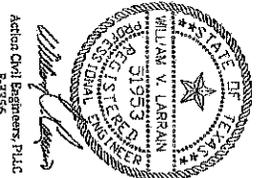
NOTE:
PHILLIPS IS A PRIVATE ROAD. A MINIMUM OF 5' EASEMENT MUST BE ACQUIRED FOR PROPOSED 3" FORCE MAIN.

THIS SECTION OF FORCE MAIN TO BE DONE LAST IN THE DIRECTION OF THE ENGINEER

PHILLIPS

- CONTRACTOR NOTE:
1. CONTRACTOR IS TO VERIFY EXISTING PRELIM OR TO INDICATE LOCATION FROM PROJECTIONS TO INDICATOR OF CONSTRUCTION.
 2. CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON TxDOT GUIDELINES 217/317 DESIGN ORDER FOR SEWERAGE AND SANITATION.
 3. CONTRACTOR TO USE THE DISTANCE FROM THE EDGE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.

Record Print
Signed *[Signature]*
Date 6-5-15



Action Civil Engineers, PLLC
P-3556

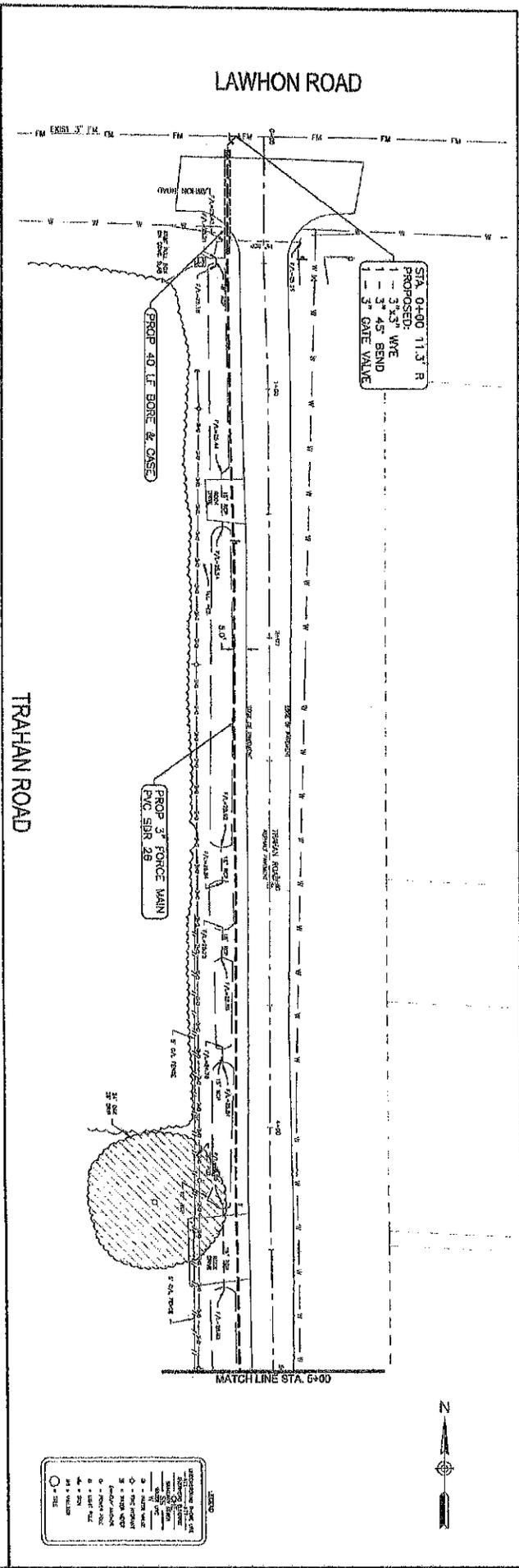
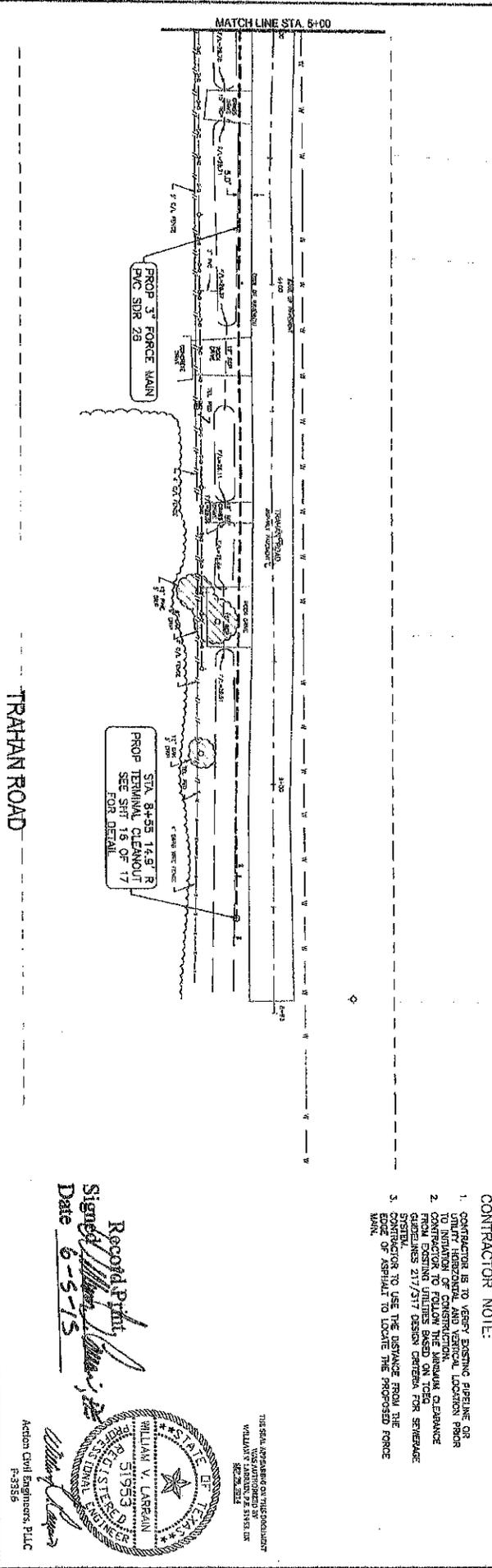
FEDERAL REGISTER NOTICE OF PROTEST
WILLIAM V. LARRIMAN, P.E. 31953, OR
SEP 28, 2014

NO.	REVISIONS
1	DATE: SEP 2014
2	BY: [Signature]
3	DATE: [Signature]
4	BY: [Signature]
5	DATE: [Signature]
6	BY: [Signature]
7	DATE: [Signature]

PHILLIPS
STA 0+00 TO END

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
LOW PRESSURE SEWER SYSTEM - PHASE IV
JEFFERSON COUNTY, TEXAS

ACTION CIVIL ENGINEERS, PLLC
1027 BISHOP DRIVE
R.D. BOX 2110
MCKINNEY, TX 75069
PHONE: (409) 293-6563
FAX: (409) 293-0265
aactioncivil.com



CONTRACTOR NOTE:

1. CONTRACTOR IS TO VERIFY EXISTING PIPELINE OR UTILITY HORIZONTAL AND VERTICAL LOCATION PRIOR TO INSTALLATION OF CONSTRUCTION. MINIMUM CLEARANCE FROM EXISTING UTILITIES BASED ON TCEQ GUIDELINES 211/317 DESIGN CRITERIA FOR SEWERAGE SYSTEM.
2. CONTRACTOR TO USE THE DISTANCE FROM THE POINT OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.

Record Print
 Signed: *[Signature]*
 Date: 6-5-15



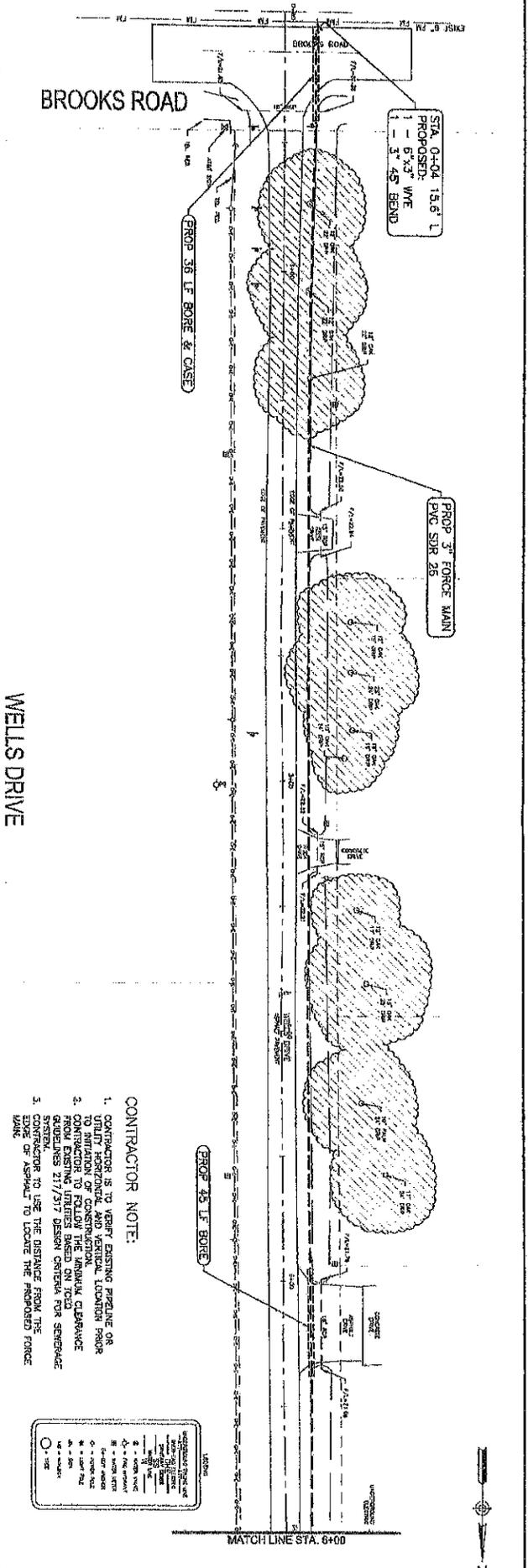
Action Civil Engineers, PLLC
 P-3535

DATE	SEP 2015
DESIGN BY	WV
CHECKED BY	WV
SCALE	AS SHOWN
SHEET	13
TOTAL SHEETS	17

TRAHAN
 STA 0+00 TO END

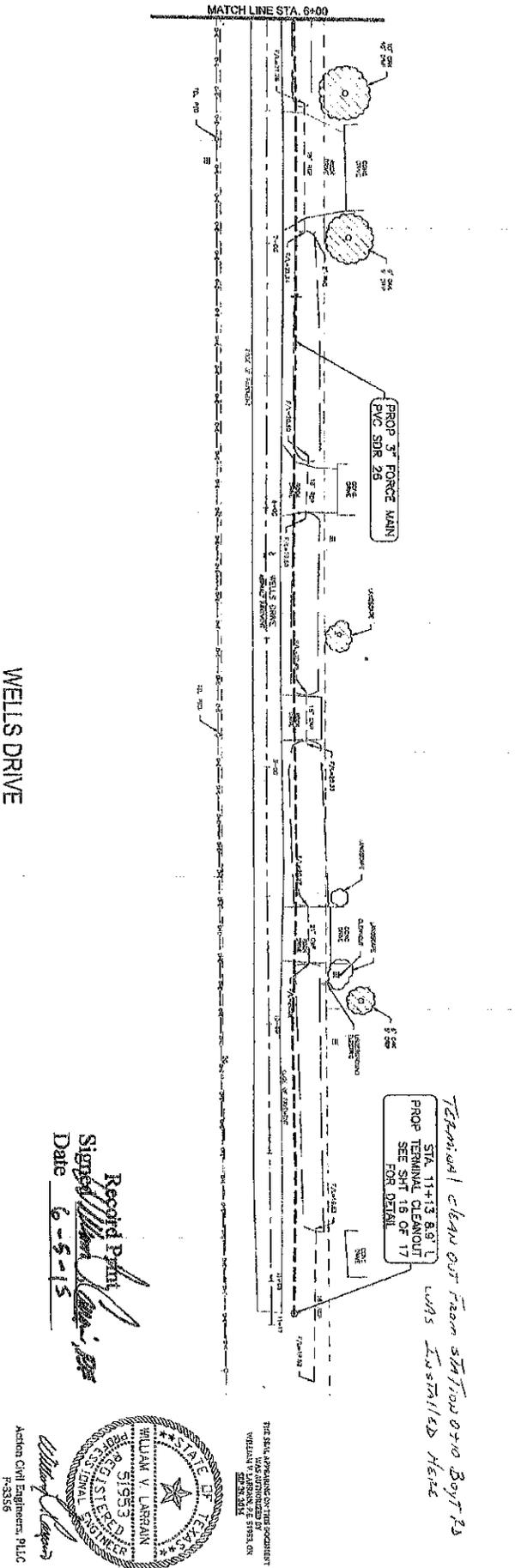
CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
 LOW PRESSURE SEWER SYSTEM - PHASE IV
 JEFFERSON COUNTY, TEXAS

ACTION CIVIL ENGINEERS, PLLC
 1307 BOONVILLE DRIVE
 FLO, MISSOURI 64438
 PHONE: (417) 883-4343
 FAX: (417) 883-4345
 actioncivilengineers.com



- CONTRACTOR NOTE:**
1. CONTRACTOR IS TO VERIFY EXISTING PIPELINE OR CONDUIT DEPTH AND LOCATION PRIOR TO INITIATION OF CONSTRUCTION.
 2. CONTRACTOR TO FOLLOW THE MINIMUM CLEARANCE FROM EXISTING UTILITY BASED ON TOLLS AND DISTANCE 217/517 DESIGN CRITERIA FOR SEWERAGE SYSTEM.
 3. CONTRACTOR TO USE THE DISTANCE FROM THE EDGE OF ASPHALT TO LOCATE THE PROPOSED FORCE MAIN.

LEGEND	
	6" x 3" WYE
	1" x 4.5" BEND
	3" FORCE MAIN
	4.5" LF BORE
	18" LF BORE & CASE



*Terminal clean out team STA 10+00 BOTT 25
 PROP TERMINAL CLEANOUT
 SEE SHT 16 OF 17
 FOR DETAIL*

Record Print
 Signed: [Signature]
 Date: 6-5-15

Astion Civil Engineers, PLLC
 F-3356



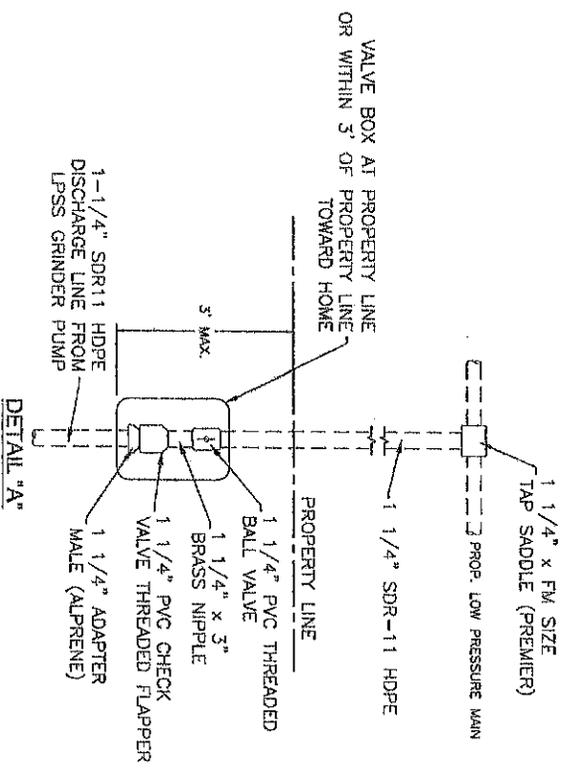
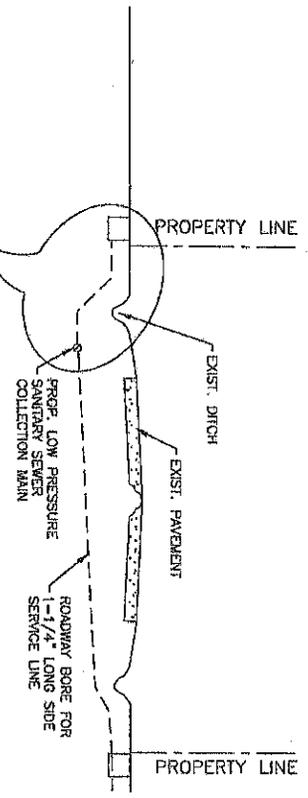
NO.	REVISIONS
1	DATE: SEP 2014
2	BY: [Signature]
3	SCALE: 1" = 40'
4	DESIGN BY: [Signature]
5	CHECKED BY: [Signature]
6	DATE: [Signature]
7	BY: [Signature]

WELLS DRIVE
 STA 0+00 TO END

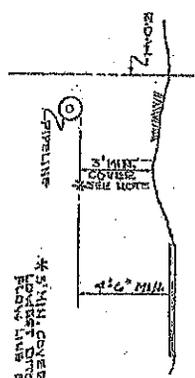
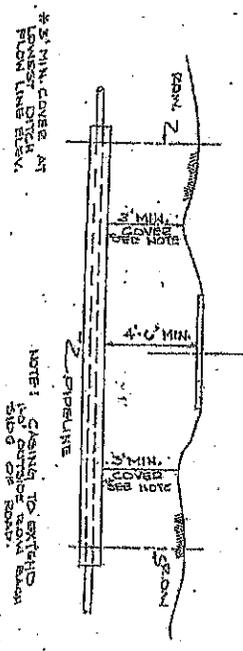
CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
LOW PRESSURE SEWER SYSTEM - PHASE IV
 JEFFERSON COUNTY, TEXAS

ACTION CIVIL ENGINEERS, PLLC
 2271 EIGHTH STREET
 P.O. BOX 2110
 FORT WORTH, TX 76162
 PHONE (817) 851-1200
 FAX (817) 851-0265
 www.actioncivil.com

SEE DETAIL "A"
THIS SHEET



1. STANDARD PIPELINE CROSSING



2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD)
12-1-19 | NO. 5-CAN-F-1

Record Print
Signed *William V. Larkain*
Date 6-5-15

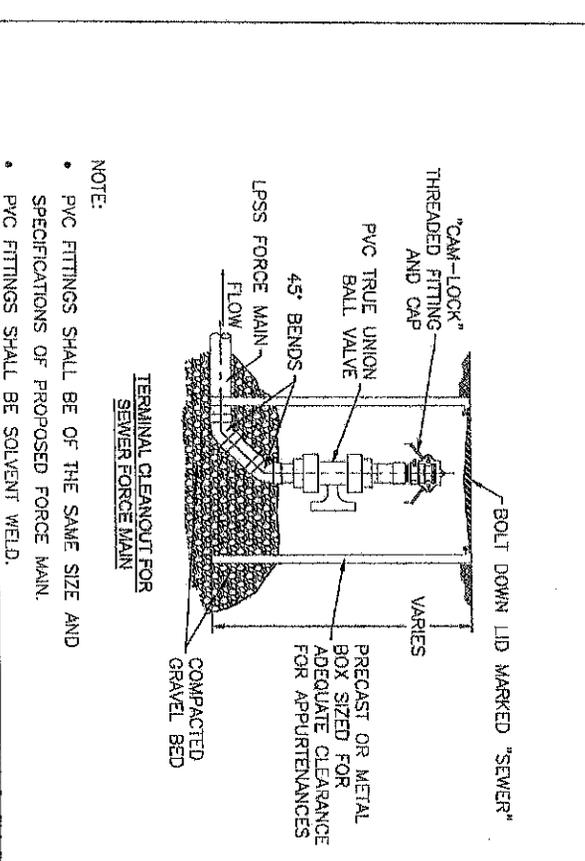
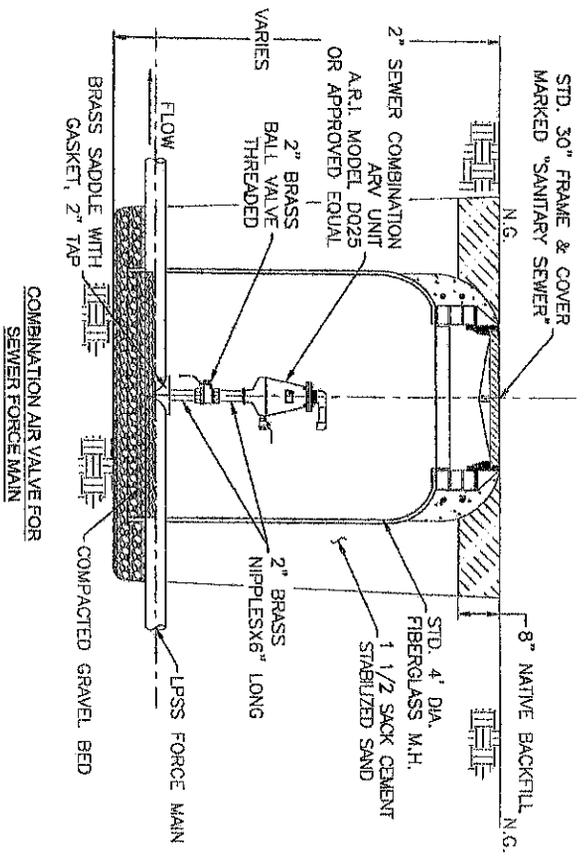


DATE	SEP 2014
DESIGNED BY	WV LARKAIN
CHECKED BY	WV LARKAIN
SCALE	AS SHOWN
SHEET	16
OF	17

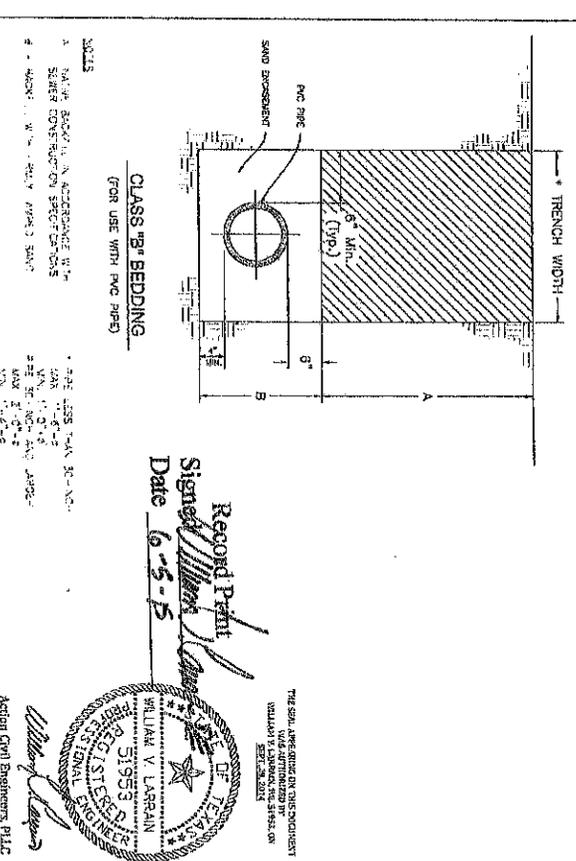
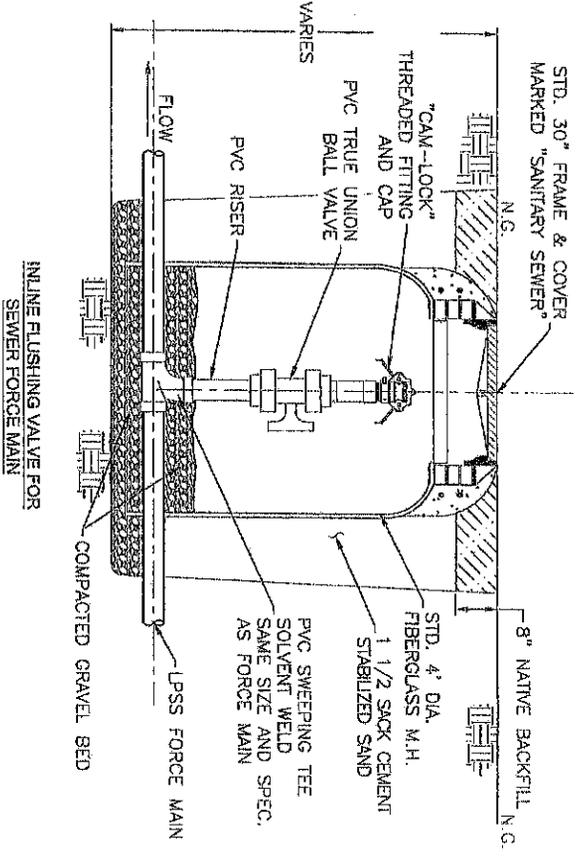
DETAILS
SHEET 1 OF 2

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT
LOW PRESSURE SEWER SYSTEM - PHASE IV
JEFFERSON COUNTY, TEXAS

ACTION CIVIL ENGINEERS, PLLC
3727 OUSTON BLVD
NO. 30400-7411
FORT WORTH, TX 76119
PHONE (817) 631-6262
FAX (817) 631-6260
www.actioncivil.com



NOTE:
 • PVC FITTINGS SHALL BE OF THE SAME SIZE AND SPECIFICATIONS OF PROPOSED FORCE MAIN.
 • PVC FITTINGS SHALL BE SOLVENT WELD.



CLASSIFIED BEDDING (FOR USE WITH PVC PIPES)

RECORD PRINT
 Signed: *William V. Laraman*
 Date: 6-5-15

THE SEAL APPLICABLE TO THIS DOCUMENT IS VALID UNTIL 12/31/2015. EXPIRES ON 12/31/2015.

WILLIAM V. LARAMAN
 REGISTERED PROFESSIONAL ENGINEER
 No. 31955
 State of Texas

Action Civil Engineers, PLLC
 P-3356

NO.	REVISION	DATE	BY	CHKD BY
1	ISSUED FOR PERMIT	05/20/14	WV	WV
2	REVISED	11-14-15	WV	WV
3	REVISED	06-05-15	WV	WV
4	REVISED	06-05-15	WV	WV
5	REVISED	06-05-15	WV	WV
6	REVISED	06-05-15	WV	WV
7	REVISED	06-05-15	WV	WV
8	REVISED	06-05-15	WV	WV
9	REVISED	06-05-15	WV	WV
10	REVISED	06-05-15	WV	WV
11	REVISED	06-05-15	WV	WV
12	REVISED	06-05-15	WV	WV
13	REVISED	06-05-15	WV	WV
14	REVISED	06-05-15	WV	WV
15	REVISED	06-05-15	WV	WV
16	REVISED	06-05-15	WV	WV
17	REVISED	06-05-15	WV	WV
18	REVISED	06-05-15	WV	WV
19	REVISED	06-05-15	WV	WV
20	REVISED	06-05-15	WV	WV
21	REVISED	06-05-15	WV	WV
22	REVISED	06-05-15	WV	WV
23	REVISED	06-05-15	WV	WV
24	REVISED	06-05-15	WV	WV
25	REVISED	06-05-15	WV	WV
26	REVISED	06-05-15	WV	WV
27	REVISED	06-05-15	WV	WV
28	REVISED	06-05-15	WV	WV
29	REVISED	06-05-15	WV	WV
30	REVISED	06-05-15	WV	WV
31	REVISED	06-05-15	WV	WV
32	REVISED	06-05-15	WV	WV
33	REVISED	06-05-15	WV	WV
34	REVISED	06-05-15	WV	WV
35	REVISED	06-05-15	WV	WV
36	REVISED	06-05-15	WV	WV
37	REVISED	06-05-15	WV	WV
38	REVISED	06-05-15	WV	WV
39	REVISED	06-05-15	WV	WV
40	REVISED	06-05-15	WV	WV
41	REVISED	06-05-15	WV	WV
42	REVISED	06-05-15	WV	WV
43	REVISED	06-05-15	WV	WV
44	REVISED	06-05-15	WV	WV
45	REVISED	06-05-15	WV	WV
46	REVISED	06-05-15	WV	WV
47	REVISED	06-05-15	WV	WV
48	REVISED	06-05-15	WV	WV
49	REVISED	06-05-15	WV	WV
50	REVISED	06-05-15	WV	WV



JEFFERSON COUNTY TEXAS



AN EQUAL EMPLOYMENT OPPORTUNITY PROJECT

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT

This project is funded by the Texas Department of Agriculture of the State of Texas, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.

Record Print
 Signed *William V. Larrain*
 Date 8-5-15

THE SEAL APPEARING
 ON
 THIS DOCUMENT WAS
 AUTHORIZED BY
 WILLIAM V. LARRAIN, P.E.
 5/19/93, ON

d.p. Consulting Engineers, Inc.
 F-3356



Oct. 05, 2014 - 4:43pm Z:\Cheek\114-128 Cheek Phase IV CDBG 2013-2014 Application\Final\17 Project Signatures

PROJECT SIGN		CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT LOW PRESSURE SEWER SYSTEM - PHASE IV JEFFERSON COUNTY, TEXAS	
1	DATE	2	BY
2	DATE	3	BY
3	DATE	4	BY
4	DATE	5	BY
5	DATE	6	BY
6	DATE	7	BY
7	DATE	8	BY
8	DATE	9	BY
9	DATE	10	BY
10	DATE	11	BY
11	DATE	12	BY
12	DATE	13	BY
13	DATE	14	BY
14	DATE	15	BY
15	DATE	16	BY
16	DATE	17	BY
17	DATE	18	BY
18	DATE	19	BY
19	DATE	20	BY
20	DATE	21	BY
21	DATE	22	BY
22	DATE	23	BY
23	DATE	24	BY
24	DATE	25	BY
25	DATE	26	BY
26	DATE	27	BY
27	DATE	28	BY
28	DATE	29	BY
29	DATE	30	BY

ACTION CARE ENGINEERS, PLLC
 3727 Rockledge Blvd
 P.O. Box 2110
 Fort Worth, TX 76124
 Phone: (817) 843-8300
 Fax: (817) 843-8345
 info@actioncare.com

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. Powell

Place:

PRECINCT 4 SERVICE CENTER

County Name:

JEFFERSON

Region:

SETRPC 15

Respondent's Information:

Street Address:

7257 Bayt

Zip Code:

77713

Phone:

409-794-1405

Contact Attempts:

First Attempt:

Date:

7/16/14

Time:

12

A.M.

P.M.

(Circle)

Second Attempt:

Date:

Time:

A.M.

P.M.

Response

Non-Response

Vacancy

1. Including yourself, how many people usually live in this unit? 1

2. Including yourself, how many people in your family usually live in this unit? 1

3. Do any other families live in this unit? (Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 1

Median Income: \$53,900

Males: 1

Females: 1

Very Low - at or below 30% AMFI

13,956

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>1</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____

Substituted In For: _____

Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: V Bull

Place:

PRECINCT 4 SERVICE CENTER

County Name:

JEFFERSON

Region:

SETRPC 15

Respondent's Information:

Street Address:

7849 Boyd

Zip Code:

77713

Phone:

409-842-6646

Contact Attempts:

First Attempt:

Date: 6/26/14

Time: 4:44

A.M.

P.M.

(Circle)

Second Attempt:

Date: _____

Time: _____

A.M.

P.M.

Response

Non-Response

Vacancy

1. Including yourself, how many people usually live in this unit? _____

2. Including yourself, how many people in your family usually live in this unit? _____

3. Do any other families live in this unit?

(Circle)

Yes

No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or affiliates.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 1

Median Income:

\$53,900

Males: 1

Females: _____

\$13,800

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>1</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____

Substituted In For: _____

Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. Hall

Place:

PRECINCT 4 SERVICE CENTER

County Name:

JEFFERSON

Region:

SETRPC 15

Respondent's Information:

Street Address: Stacey Phillips

Zip Code: 77713

Phone: 409-781-0840

Contact Attempts:

First Attempt:

Date: 10/24/14

Time: 7:54

A.M.

P.M.

(Circle)

Second Attempt:

Date: _____

Time: _____

A.M.

P.M.

Response

Non-Response

Vacancy

1. Including yourself, how many people usually live in this unit? 2

2. Including yourself, how many people in your family usually live in this unit? 2

3. Do any other families live in this unit? (Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or affiliates.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 2

Median Income: \$53,900

Males: 1

Females: 1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>2</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____

Substituted In For: _____

Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. Ball

Place: PRECINCT 4 SERVICE CENTER

County Name: JEFFERSON

Region: SETRPC 15

Respondent's Information:
 Street Address: 8033 Boyd Zip Code: 77713 Phone: 409-794-2220

Contact Attempts:
 First Attempt: Date: 6/24/14 Time: 6:00 A.M. P.M. (Circle)
 Second Attempt: Date: _____ Time: _____ A.M. P.M. (Circle)
 Response Non-Response Vacancy

- Including yourself, how many people usually live in this unit? 2
- Including yourself, how many people in your family usually live in this unit? 2
- Do any other families live in this unit? (Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or affiliates.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 2 Median Income: \$53,900 Males: 1 Females: 1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>2</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____ Substituted In For: _____ Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: V Ballon

Place: PRECINCT 4 SERVICE CENTER

County Name: JEFFERSON

Region: SETRPC 15

Respondent's Information:
 Street Address: 9382 Lawton Zip Code: 77713 Phone: 409-499-5975

Contact Attempts:
 First Attempt: Date: 6/12/14 Time: 6 A.M. P.M. (Circle)
 Second Attempt: Date: _____ Time: _____ A.M. P.M. Response (Circle) Non-Response _____ Vacancy _____

1. Including yourself, how many people usually live in this unit? 3
2. Including yourself, how many people in your family usually live in this unit? _____
3. Do any other families live in this unit? (Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families.)
 Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 3 Median Income: \$53,900 Males: 2 Females: 1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>3</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____ Substituted In For: _____ Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. B. [Signature]

Place:

PRECINCT 4 SERVICE CENTER

County Name:

JEFFERSON

Region:

SETRPC 15

Respondent's Information:

Street Address:

7964 Boyd

Zip Code:

77713

Phone:

409-794-2411

Contact Attempts:

First Attempt:

Date:

6/24/14

Time:

5:50

A.M.

(Circle) P.M.

(Circle)

Second Attempt:

Date:

Time:

A.M.

P.M.

Response

Non-Response

Vacancy

1. Including yourself, how many people usually live in this unit? 2

2. Including yourself, how many people in your family usually live in this unit? 2

3. Do any other families live in this unit? (Circle) No

(Circle)

Yes

No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 2

Median Income: \$53,900

Males: 1

Females: 1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>2</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number:

Substituted In For:

Substituted Out For:

2014 TxCDBG Survey Questionnaire

Interviewers Name: Waller

Place: PRECINCT 4 SERVICE CENTER

County Name: JEFFERSON

Region: SETRPC 15

Respondent's Information: 7351 Boyd Zip Code: 77713 Phone: 409-791-2830

Contact Attempts:
 First Attempt: Date: 6/24/14 Time: 6:15 A.M. P.M. (Circle)
 Second Attempt: Date: _____ Time: _____ A.M. P.M. Response Non-Response Vacancy

- Including yourself, how many people usually live in this unit? 3
- Including yourself, how many people in your family usually live in this unit? 3
- Do any other families live in this unit? (Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families.)
 Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 3 Median Income: \$53,900 Males: 2 Females: 1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>3</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____ Substituted In For: _____ Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. Ball

Place:

County Name:

Region:

PRECINCT 4 SERVICE CENTER

JEFFERSON

SETRPC 15

Respondent's Information:

Street Address:

7763 Point

Zip Code:

7713

Phone:

409-744-2813

Contact Attempts:

First Attempt:

Date:

6/24/14

Time:

7:05 A.M.

(Circle) P.M.

(Circle)

Second Attempt:

Date:

Time:

A.M.

P.M.

Response

Non-Response

Vacancy

1. Including yourself, how many people usually live in this unit?

2

2. Including yourself, how many people in your family usually live in this unit?

2

3. Do any other families live in this unit?

(Circle)

Yes

No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size:

2

Median Income:

\$53,900

Males:

1

Females:

1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>2</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number:

Substituted In For:

Substituted Out For:

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. Ball

Place: PRECINCT 4 SERVICE CENTER

County Name: JEFFERSON

Region: SETRPC 15

Respondent's Information:

Street Address: 4048 WILLS Zip Code: 77713 Phone: 816-4049

Contact Attempts:

First Attempt: Date: 7/16/14 Time: 1 A.M. P.M. (Circle)
 Second Attempt: Date: _____ Time: _____ A.M. P.M. (Circle) Response Non-Response Vacancy

- Including yourself, how many people usually live in this unit? 2
- Including yourself, how many people in your family usually live in this unit? 2
- Do any other families live in this unit? (Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 2 Median Income: \$53,900 Males: 1 Females: 1
\$34,000

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	<u>\$21,601</u>	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to	to	to	to	to	to	to	to	to	to	to	to
\$34,200	<u>\$34,500</u>	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>2</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____ Substituted In For: _____ Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. Hall

Place: PRECINCT 4 SERVICE CENTER

County Name: JEFFERSON

Region: SETRPC 15

Respondent's Information:

Street Address: 8701 Phillips Zip Code: 77713 Phone: 409-794-2428

Contact Attempts:

First Attempt: Date: 6/24/14 Time: 6:00 A.M. P.M. (Circle)
 Second Attempt: Date: _____ Time: _____ A.M. P.M. Response Non-Response Vacancy

- Including yourself, how many people usually live in this unit? _____ /
- Including yourself, how many people in your family usually live in this unit? _____ /
- Do any other families live in this unit? (Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly/weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 1 Median Income: \$53,900 Males: _____ Females: 1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		1
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____ Substituted In For: _____ Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: Vballon

Place: PRECINCT 4 SERVICE CENTER

County Name: JEFFERSON

Region: SETRPC 15

Respondent's Information: 5853 Martel Zip Code: 77713 Phone: 281-880-7734
 Street Address:

Contact Attempts:
 First Attempt: Date: 7/16/14 Time: 1:34 A.M. P.M. (Circle)
 Second Attempt: Date: _____ Time: _____ A.M. P.M. Response Non-Response Vacancy

- Including yourself, how many people usually live in this unit? _____
- Including yourself, how many people in your family usually live in this unit? _____
- Do any other families live in this unit? (Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families)
 Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 1 Median Income: \$53,900 Males: _____ Females: 1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>1</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____ Substituted In For: _____ Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. Ball

Place:

PRECINCT 4 SERVICE CENTER

County Name:

JEFFERSON

Region:

SETRPC 15

Respondent's Information:

Street Address:

7606 Boyd

Zip Code:

77130

Phone:

409-794-2114

Contact Attempts:

First Attempt:

Date:

6/24/14

Time:

6:00

A.M.

(Circle) P.M.

(Circle)

Second Attempt:

Date:

Time:

A.M.

P.M.

Response

Non-Response

Vacancy

2
2

1. Including yourself, how many people usually live in this unit?

2. Including yourself, how many people in your family usually live in this unit?

3. Do any other families live in this unit?

(Circle)

Yes

No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or affiliates.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size:

2

Median Income:

\$53,900

Males:

1

Females:

1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>2</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number:

Substituted In For:

Substituted Out For:

2014 TxCDBG Survey Questionnaire

Interviewers Name: Valle

Place: PRECINCT 4 SERVICE CENTER

County Name: JEFFERSON

Region: SETRPC 15

Respondent's Information:
Street Address: 7498 Bont

Zip Code: 7713

Phone: _____

Contact Attempts:
First Attempt: Date: 6/24/14 Time: 652 A.M. P.M. (Circle)
Second Attempt: Date: _____ Time: _____ A.M. P.M. Response Non-Response Vacancy

- Including yourself, how many people usually live in this unit? _____
- Including yourself, how many people in your family usually live in this unit? _____
- Do any other families live in this unit? (Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families.)
Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 2 Median Income: \$53,900 Males: 1 Females: 1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>2</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____ Substituted In For: _____ Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. Hall

Place:

PRECINCT 4 SERVICE CENTER

County Name:

JEFFERSON

Region:

SETRPC 15

Respondent's Information:

Street Address:

7727 Bant

Zip Code:

77713

Phone:

409-794-382

Contact Attempts:

First Attempt:

Date:

6/20/14

Time:

4:25

A.M.

P.M.

(Circle)

Second Attempt:

Date:

Time:

A.M.

P.M.

Response

Non-Response

Vacancy

1. Including yourself, how many people usually live in this unit?

3

2. Including yourself, how many people in your family usually live in this unit?

3

3. Do any other families live in this unit?

(Circle)

Yes

No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or affiliates.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size:

3

Median Income:

\$53,900

Males:

2

Females:

1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race

of Hispanic

of Non-Hispanic

White

Black African American

Black African American and White

Asian

Asian and White

Native Hawaiian/Other Pacific Islander

American Indian/Alaskan Native

American Indian/Alaskan Native and Black African American

American Indian/Alaskan Native and White

Other Multi-Racial

3

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number:

Substituted In For:

Substituted Out For:

2014 TxCDBG Survey Questionnaire

Interviewers Name: Wall

Place:

PRECINCT 4 SERVICE CENTER

County Name:

JEFFERSON

Region:

SETRPC 15

Respondent's Information:

Street Address:

8401 Landry

Zip Code:

77713

Phone:

409-607-8003

Contact Attempts:

First Attempt:

Date:

6/24/14

Time:

6:15

A.M.

P.M.

(Circle)

Second Attempt:

Date:

Time:

A.M.

P.M.

Response

Non-Response

Vacancy

1. Including yourself, how many people usually live in this unit?

3

2. Including yourself, how many people in your family usually live in this unit?

3. Do any other families live in this unit?

(Circle)

Yes

No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or affiliates.)

Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size:

3

Median Income:

\$53,900

Males:

2

Females:

1

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>3</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number:

Substituted In For:

Substituted Out For:

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. Bull

Place:

PRECINCT 4 SERVICE CENTER

County Name:

JEFFERSON

Region:

SETRPC 15

Respondent's Information:

Street Address:

5808 Moonflow

Zip Code:

77713

Phone:

409-448-0116

Contact Attempts:

First Attempt:

Date:

7/16/14

Time:

12

A.M.

P.M.

(Circle)

Second Attempt:

Date:

Time:

A.M.

P.M.

Response

Non-Response

Vacancy

1. Including yourself, how many people usually live in this unit? 2

2. Including yourself, how many people in your family usually live in this unit? 2

3. Do any other families live in this unit? (Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 2

Median Income:

\$53,900

Males: _____

Females: 2

Very Low - at or below 30% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to											
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500

Low Income: 31% - 50% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to											
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200

Moderate Income: 51% - 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to											
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Non-Low-and-Moderate Income: Greater than 80% AMFI

1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>2</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____

Substituted In For: _____

Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. Buller

Place: PRECINCT 4 SERVICE CENTER

County Name: JEFFERSON

Region: SETRPC 15

Respondent's Information:
 Street Address: 8684 Phillips Zip Code: 77713 Phone: 409-794-2739

Contact Attempts:
 First Attempt: Date: 6/24/14 Time: 4:41 A.M. P.M.
 Second Attempt: Date: _____ Time: _____ A.M. P.M. Response Non-Response Vacancy

- Including yourself, how many people usually live in this unit? 2
- Including yourself, how many people in your family usually live in this unit? 2
- Do any other families live in this unit? (Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families.)
 Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 2 Median Income: \$53,900 Males: 1 Females: 1

Very Low - at or below 30% AMFI											
1	2	3	4	5	6	7	8	9	10	11	12
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
to	to	to	to	to	to	to	to	to	to	to	to
\$11,350	\$12,950	\$14,550	\$16,150	\$17,450	\$18,750	\$20,050	\$21,350	\$22,600	\$23,900	\$25,200	\$26,500
Low Income: 31% - 50% AMFI											
1	2	3	4	5	6	7	8	9	10	11	12
\$11,351	\$12,951	\$14,551	\$16,151	\$17,451	\$18,751	\$20,051	\$21,351	\$22,601	\$23,901	\$25,201	\$26,501
to	to	to	to	to	to	to	to	to	to	to	to
\$18,900	\$21,600	\$24,300	\$26,950	\$29,150	\$31,300	\$33,450	\$35,600	\$37,750	\$39,900	\$42,050	\$44,200
Moderate Income: 51% - 80% AMFI											
1	2	3	4	5	6	7	8	9	10	11	12
\$18,901	\$21,601	\$24,301	\$26,951	\$29,151	\$31,301	\$33,451	\$35,601	\$37,751	\$39,901	\$42,051	\$44,201
to	to	to	to	to	to	to	to	to	to	to	to
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700
Non-Low-and-Moderate Income: Greater than 80% AMFI											
1	2	3	4	5	6	7	8	9	10	11	12
>	>	>	>	>	>	>	>	>	>	>	>
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900	\$60,350	\$63,800	\$67,250	\$70,700

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		<u>2</u>
Black African American and White		
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Questionnaire Number: _____ Substituted In For: _____ Substituted Out For: _____

2014 TxCDBG Survey Questionnaire

Interviewers Name: V. Ball

Place:

PRECINCT 4 SERVICE CENTER

County Name:

JEFFERSON

Region:

SETRPC 15

Respondent's Information:

Street Address: 7114 Faith

Zip Code: 77113

Phone: 409-794-9110

Contact Attempts:

First Attempt:

Date: 7/15/14 Time: 4 A.M. P.M.

Second Attempt:

Date: _____ Time: _____ A.M. _____ P.M.

(Circle) Non-Response

Vacancy

1. Including yourself, how many people usually live in this unit? 5

2. Including yourself, how many people in your family usually live in this unit? 5

3. Do any other families live in this unit?

(Circle) Yes No

If yes, please complete an additional questionnaire for each family that lives in this unit. (Note: Do not include yourself as a member of another family or families.) Compare your family's 2011 annual adjusted gross income, or your family's 2012 monthly / weekly income calculated on an annual basis, to the income eligibility figures listed below for your County.

4. Family Size: 5

Median Income: \$53,900

Males: 2 Females: 3

Very Low - at or below 30% AMFI

1 \$0 to \$11,350	2 \$0 to \$12,950	3 \$0 to \$14,550	4 \$0 to \$16,150	5 \$0 to \$17,450	6 \$0 to \$18,750	7 \$0 to \$20,050	8 \$0 to \$21,350	9 \$0 to \$22,600	10 \$0 to \$23,900	11 \$0 to \$25,200	12 \$0 to \$26,500
----------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------	-----------------------------	-----------------------------	-----------------------------

Low Income: 31% - 50% AMFI

1 \$11,351 to \$18,900	2 \$12,951 to \$21,600	3 \$14,551 to \$24,300	4 \$16,151 to \$26,950	5 \$17,451 to \$29,150	6 \$18,751 to \$31,300	7 \$20,051 to \$33,450	8 \$21,351 to \$35,600	9 \$22,601 to \$37,750	10 \$23,901 to \$39,900	11 \$25,201 to \$42,050	12 \$26,501 to \$44,200
---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	----------------------------------	----------------------------------	----------------------------------

Moderate Income: 51% - 80% AMFI

1 \$18,901 to \$30,200	2 \$21,601 to \$34,500	3 \$24,301 to \$38,800	4 \$26,951 to \$43,100	5 \$29,151 to \$46,550	6 \$31,301 to \$50,000	7 \$33,451 to \$53,450	8 \$35,601 to \$56,900	9 \$37,751 to \$60,350	10 \$39,901 to \$63,800	11 \$42,051 to \$67,250	12 \$44,201 to \$70,700
---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	---------------------------------	----------------------------------	----------------------------------	----------------------------------

Non-Low-and-Moderate Income: Greater than 80% AMFI

1 > \$30,200	2 > \$34,500	3 > \$38,800	4 > \$43,100	5 > \$46,550	6 > \$50,000	7 > \$53,450	8 > \$56,900	9 > \$60,350	10 > \$63,800	11 > \$67,250	12 > \$70,700
--------------------	--------------------	--------------------	--------------------	--------------------	--------------------	--------------------	--------------------	--------------------	---------------------	---------------------	---------------------

Race	# of Hispanic	# of Non-Hispanic
White		
Black African American		
Black African American and White		<u>5</u>
Asian		
Asian and White		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native		
American Indian/Alaskan Native and Black African American		
American Indian/Alaskan Native and White		
Other Multi-Racial		

Questionnaire Number: _____

TO BE COMPLETED BY ADMINISTRATIVE STAFF

Substituted In For: _____

Substituted Out For: _____

Master Agreement Document Imaging Services and Products

This Agreement for Document Imaging Services and Products (the “**AGREEMENT**”) is made effective as of _____ (the “**Effective Date**”) by and between DataBank IMX, Inc., a Delaware Limited Liability Corporation with its principal offices located at 620 Freedom Business Center, Suite 120, King of Prussia, PA 19406, USA (“**DataBank IMX**”) and Jefferson County, TX, (“**CUSTOMER**”).

WHEREAS, CUSTOMER desires to digitize certain of its documents;

WHEREAS, DataBank IMX desires to provide CUSTOMER with document imaging services and related products;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, and intending to be legally bound, the parties enter into an AGREEMENT as follows:

1. **Services/Products:** This is a master AGREEMENT to which signed statements of work (“**Statements of Work**”) may be attached by the parties from time to time. DataBank IMX shall provide the services (“**Services**”) and/or products (“**Products**”) as set forth in such Statement(s) of Work, each of which shall be attached hereto as Exhibit(s) A, A.1, A.2, and so on. Each Statement of Work will be effective as of the date it is signed by an authorized representative of each party. If any term of a Statement of Work conflicts with the terms of this AGREEMENT, the terms of the Statement of Work will control. DataBank IMX will commence Services or delivery of Products in accordance with a Statement of Work.
2. **Pricing/Schedule of Charges:** The prices CUSTOMER agrees to pay DataBank IMX for Services and Products shall be set forth in the applicable Statement of Work.
3. **Payment Terms For Products and Services:** CUSTOMER agrees to pay for all Services and Products within **forty five (45) days of DataBank IMX invoice Date.** CUSTOMER further agrees that amounts outstanding over forty five (45) days shall incur a service charge from the forty sixth date of 1 ½% per month (18% per year) (or if lower, the highest rate permitted under applicable law).
4. **Taxes:** CUSTOMER shall be responsible for all sales taxes, use taxes and any other similar taxes and charges of any kind imposed by any federal, state or local government entity on the transactions contemplated by this AGREEMENT, excluding only taxes based solely upon DataBank IMX’s income. When DataBank IMX has the legal obligation to pay or collect such taxes, the appropriate amount will be invoiced to and paid by CUSTOMER unless CUSTOMER provided DataBank IMX with a valid tax exemption certificate authorized by the appropriate taxing authority.
5. **Term:** The term of this AGREEMENT shall be for one (1) year from the Effective Date (the “**Initial Term**”), which term may be extended to the extent a Statement of Work is in effect. The parties may renew the term of this AGREEMENT for successive one (1) year terms upon their written agreement. DataBank IMX shall, within thirty (30) days of expiration or termination of this

6. **Termination:** This AGREEMENT may be terminated as follows:

If CUSTOMER fails to make any undisputed payment hereunder, and fails to cure such breach within thirty (30) days after receiving written notice from DataBank IMX, then DataBank IMX may immediately and without further notice, terminate this AGREEMENT and declare all sums due and to become due hereunder, immediately payable.

If either party materially breaches any term or condition of this AGREEMENT and fails to cure such breach within sixty (60) days after receiving written notice of the breach, the non-breaching party may terminate this AGREEMENT on written notice at any time following the end of such sixty (60) day period.

If CUSTOMER elects to terminate this AGREEMENT for any reason, at any time following the first anniversary by providing at least ninety (90) days written notice.

Either party may terminate this AGREEMENT immediately upon notice of appointment of a receiver, or an assignee for the benefit of creditors of the other party, or in the event of any insolvency of the other party, except as may be prohibited by applicable bankruptcy laws.

7. **Intellectual Property Infringement.** DataBank IMX will indemnify, defend and hold harmless CUSTOMER, its affiliates, and their respective officers, directors, employees and agents against any and all liabilities loss, damage or expenses (including reasonable attorney's fees), to the extent such liabilities, loss, damage, or expenses are based upon a claim that Services or Products infringe upon the rights of third parties, including any trademark, copyright, or patent right.

8. **Limits of Liability:** DataBank IMX shall have no liability for the loss, damage or destruction of documents or data received from CUSTOMER, except to the extent caused by the gross negligence of, intentional misconduct of, or breach of this AGREEMENT by DataBank IMX. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOSS OF PROFITS, BUSINESS INTERRUPTION, COST OF COVER OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING UNDER THIS AGREEMENT. Each party's liability hereunder shall be limited to its direct damages up to the amount of the fees paid by CUSTOMER to DataBank IMX hereunder.

9. **Confidentiality:** Each party (the "**Recipient**") acknowledges that it has or may be exposed to confidential and proprietary information of the other party (the "**Disclosing Party**"). For purposes of this AGREEMENT, "**Confidential Information**" shall mean any confidential or proprietary information of a Disclosing Party that is marked or otherwise designated in writing as confidential or would appear to a reasonably prudent person to be non-public, confidential or proprietary in nature, and includes, without limitation, trade secrets, technical information, business and product information, and information regarding, third-party suppliers and customers. Confidential Information shall not include (i) information already known or independently developed by the Recipient without reference to the Disclosing Party's Confidential Information; (ii) information in the public domain through no wrongful act of the Recipient; (iii) information received by the Recipient from a third party who was free to disclose it without obligation to the Disclosing Party or any third party; or (iv) information disclosed by the Recipient as required by law, provided that the Recipient provides the Disclosing Party with prior notice in sufficient time before disclosure, so that a reasonable protective order may be sought. Except as expressly authorized by the

Disclosing Party, the Recipient shall not disclose the Disclosing Party Confidential Information to any person or entity, except to the Recipient's employees or agents having a "need to know", and shall not use the Disclosing Party's Confidential Information for purposes other than performing this AGREEMENT. The Recipient and its personnel shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as the Recipient uses in safeguarding its own confidential information, but in no event less than a reasonable degree of care. The provisions of this Section shall survive the termination or expiration of this AGREEMENT.

- 10. Notices:** Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes upon receipt only when mailed first class mail or by nationally recognized overnight courier service, duly addressed and with proper postage, to the address set forth below or such other address as may be provided by the other party in writing for the purpose of receiving such notices. All notices required under this Agreement shall be addressed as follows:

If to DataBank IMX:
 DataBank IMX, LLC
 Address: 620 Freedom Business Center, Suite 120
 City/State/Zip: King of Prussia, PA 19406
 Attention: Sandy Brunner, CFO
sbrunner@datbankimx.com

With copy to:
 DataBank IMX, LLC
 Address: 2720 Reed Rd, Suite 240
 City/State/Zip: Houston, TX 77051
 Attention: William Pfeiffer, Sr. Vice President
 Email: wpfeiffer@datbankimx.com

If to Customer:
 Jefferson County District Clerk
 Address: 1085 Pearl Street, Room 203
 City/State/Zip: Beaumont, TX 7701
 Attention: Jamie Smith
 Email: jsmith@co.jefferson.tx.us

- 11. Assignment:** This AGREEMENT may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, CUSTOMER may assign this AGREEMENT in whole to an affiliate, or in connection with the transfer or sale of all or substantially all of its business or business unit to which this AGREEMENT pertains, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this AGREEMENT.
- 12. Arbitration:** Any controversy or claim arising out of this AGREEMENT, or alleged breach thereof, shall be settled by binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.
- 13. Attorney's Fees:** If any action is brought to enforce or interpret the terms of this AGREEMENT, whether in court or other tribunal, in each case having

14. **No Waiver**: All rights and remedies conferred under this AGREEMENT or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by either party to enforce any provision of this AGREEMENT shall not be deemed a waiver of future enforcement of that or any other provision of this AGREEMENT.
15. **Governing Law**: This AGREEMENT shall be governed by and construed in accordance with the laws of the **State of Texas** without regard to its conflict of laws principles.
16. **Parties Relationship**: Nothing in this AGREEMENT shall be construed as creating any joint venture, partnership or agency relationship between the parties for any purpose whatsoever or as constituting either party as the legal representative, employee or agent of the other.
17. **Successors and Assigns**: This AGREEMENT shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns.
18. **Severability**: If a court or other tribunal, in each case having jurisdiction, holds any provision of this AGREEMENT to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions shall not be affected.
19. **Counterparts**: This AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. **Change in Scope**. CUSTOMER hereby acknowledges that the rates and charges for the Services within a Statement of Work are based upon, among other factors, the Assumptions set forth on such Statement of Work. DataBank IMX, therefore, reserves the right to change its rates and charges to CUSTOMER under any given Statement of Work if the Assumptions are materially different than the circumstances presented by the CUSTOMER. In the event CUSTOMER requests any change in the Services after execution of any given Statement of Work, the parties may agree to modify the Statement of Work to reflect such changes. If the changes impact labor, materials, time or other direct or indirect costs, then new prices will be mutually determined by DataBank IMX and CUSTOMER. The parties agree that DataBank IMX shall not be required to perform any additional or modified Services until such time as the parties shall have executed and delivered to the other written amendments to the Statement of Work (including its pricing schedule and payment terms) to reflect such additional or modified Services.
21. **Warranties**: DataBank IMX warrants to CUSTOMER that: (i) all Services provided hereunder shall be performed in a competent, timely and workmanlike manner and consistent with generally accepted industry standards, and each of DataBank IMX' employees, independent contractors or agents assigned to perform the Services shall have the training, background and skills reasonably commensurate with the level of performance required under this AGREEMENT; and (ii) all Products provided by DataBank IMX hereunder will be free from material defects and perform substantially in accordance with their documentation, and DataBank IMX shall promptly correct any Product errors or malfunctions at no charge to CUSTOMER, and if DataBank IMX is unable to correct such errors or malfunctions, then it shall reimburse CUSTOMER the

amounts paid for such Product. Except for the foregoing, DataBank IMX makes no warranties, including warranties of fitness or merchantability

22. Survival: The terms and provisions of this AGREEMENT that, by their sense and context, are intended to survive the completion or termination of this AGREEMENT shall so survive the completion of performance and termination of this AGREEMENT, including, without limitation, Sections 6 through 23.

23. Publicity: Neither party shall publish any advertising, marketing, sales promotion or other publicity matter relating to products furnished or services performed or contemplated by this AGREEMENT wherein the other party, its affiliates, or the names of their respective customers or personnel, are mentioned, without such other party's prior written approval.

24. Entire Agreement: This AGREEMENT, including any executed Statements of Work, constitute the entire AGREEMENT between CUSTOMER and DataBank IMX regarding its subject matter and may be amended only by a writing executed by both. This AGREEMENT supersedes all agreements, proposals, oral or written, and other communications between the parties relating to the subject matter of this AGREEMENT. No amendment or modification to this AGREEMENT and no waiver of any provision shall be valid unless in writing and signed by both parties. If either party issues a purchase order, invoice, sales acknowledgement, memorandum or other instrument hereunder, such instrument shall be for such party's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not vary, modify or add to the terms and conditions of this AGREEMENT.

25. Attachments: The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A (Statement of Work for Document Conversion Services including pricing)

Additional Statements of Work or other documents such as Change Orders and/or Evidentiary Attachments to the Statements of Work for additional Document Conversion and/or Scanning Services, Software, Hardware, etc., may be subsequently attached to this AGREEMENT when duly executed and approved by both parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective, duly authorized representatives, as of the Effective Date.

Jefferson County

DataBank IMX

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Statement of Work

Executive Summary

DataBank is pleased to present this proposal to Jefferson County. At DataBank we pride ourselves on being a “one-stop-shop” for your county records management needs. DataBank’s history dates back to providing microfilm recording, processing, copy-flow records with binders along with scanning/imaging, indexing, Case File recreation and restoration services. Our core management team has evolved from the days of microfilm and stitched deed Case Files to the latest technology for image capture and image enhancement along with archival and restoration of historical county Case Files and records. DataBank is based in Carrollton and Houston, Texas and understands the unique requirements facing the Texas County and District Clerks in the fast changing environments of County Government. DataBank has been a preferred Texas DIR (Department of Information Resources) vendor for five years and in June of 2014 was selected as one of only four vendors to be chosen by the Texas CCG (Council on Competitive Government) to provide digital imaging services for government entities throughout the state.

Jefferson County has expressed the desire to digitize criminal, civil and family case records. It is estimated that Jefferson County has an inventory of 193,000 case filings. The files date back to 1988 and are housed in various locations. At this time, Jefferson County plans to digitize those records currently stored on the 11th floor. At this point, the project is to capture as much of the civil case files as the budget will allow.

DataBank is to separate the individual documents prior to scanning using Jefferson County inserted document sheets so that Jefferson County has the ability to properly identify the various document classifications required. Jefferson County plans to host these images in their own in-house system and DataBank will be required to follow the formatting as specified in order to properly ingest the images into this hosting repository.

This proposal will provide as much specificity as possible to ensure that Jefferson County is confident in DataBank’s understanding and approach to imaging, indexing and delivering Jefferson County the digitized images of the legal, civil, and family case files. DataBank has developed a systematic production schedule that adheres to strict U.S. Government archival standards. Our Project Management team will clearly review the steps with Jefferson County prior to commencing any work. Each step along the production path will be recorded and provided to Jefferson County.

Imaging Service

DataBank realizes the unique requirements of our county government projects. In the case of Jefferson County's Case File Imaging and Indexing project, it will require delicate handling, enhanced image cleanup, and indexing which can only be found with experienced vendors such as DataBank.

Scheduling and Inventory

Establishing an inventory and scheduling the workflow in detail of Jefferson County's Case Files is a key function in DataBank's services portfolio. This task is done by a Project Manager (PM) during onsite visits at Jefferson County and is supported and tracked at our location by our JobTrax/DocuServ workflow system.

The inventory plays a pivotal role in the process:

- Assign a Project Manager from DataBank to the appropriate contact at Jefferson County
- Develop schedule to image and index the Case Files in phase(s) as Jefferson County's budget allows
- Provide estimation of completion of project involving current volume, once final sign-off and final start date has been agreed upon
- Clearly identify Case Files by Cause Number as well as box number associated with the file

Document Preparation and Case File/Document Identification

Once Case Files are checked-in and inventoried, it is important that DataBank's Project Manager acknowledge the project specifications as quickly as possible while also noting any exceptions and reporting these to Jefferson County.

Once specifications and exceptions are noted and agreed upon, DataBank's team will begin Document preparation, sorting, and inserting barcodes sheets.

The following steps outline the process:

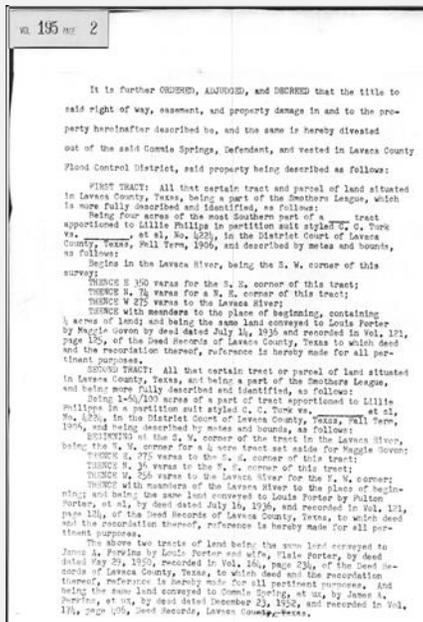
- Accept stated inventory and confirm with Jefferson County
- Set Case Files into full production and/or partial production depending on conditions
- Full production Case Files will receive individual prep by hand
- Case Files will be set for image capture via high quality traditional scanners, or flatbed scanners for sensitive and fragile pages

Imaging of Case Files

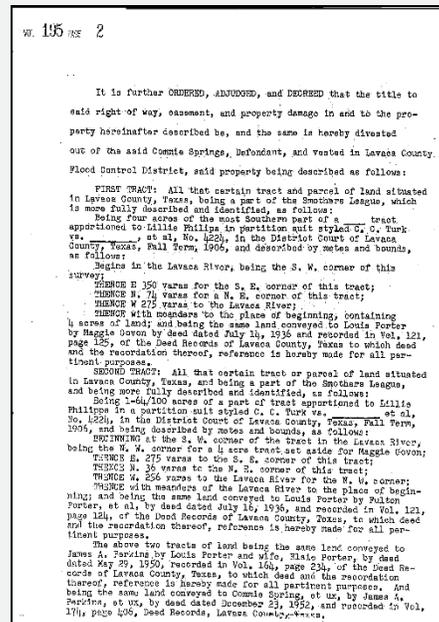
DataBank is equipped with state-of-the-art hardware specifically designed for quality image capture. Jefferson County is responsible for the preservation and history of the county records and Case Files. These Case Files cannot be exposed to harsh scanner environments and must be handled with the most delicate methods. DataBank will only run well tested pages thru auto-feed scanners, all other pages will be placed individually on a flatbed page scanner. All images will be scanned at the most optimal setting in allowing for unlimited improvement of image clarity. Although this process is time consuming and laborious for production purposes it yields the highest clarity image without distortion.

Imaging

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Sample Image Pre-enhanced



Sample Image Post-enhanced

- Accept inventory and specification from previous step in production process
- Complete full test of paper quality
- Begin image capture using 300 DPI settings in Bitonal
- Assign electronic image cleanup operations to each file – resulting in a clearer image
- Perform appropriate services in order to improve all images to good condition

Project Responsibilities

DataBank will...

- Provide technical and project management resources during the course of the project
- Provide required software and hardware tools for DataBank resources - such as document scanners, software, management, etc.
- Supply documentation and imaging output to Jefferson County.
Project Manager will ensure the project scope is limited to those services outlined in the proposal and requirements specifications document
- Provide Jefferson County with access to our secure, cloud-based hosting platform to allow access to images for review and/or retrieval for entire project duration at no charge to Jefferson County.
- Security access will be provided only to those persons which Jefferson County identifies as requiring access to images
- Provide all images and indices in image and ASCII format to allow for ingestion into Jefferson County's document management system using Court Code, Cause Number, and Amendment Identifier.
- Format of records will be
 - X-9999999-XXX for Civil (note this initial project is civil only)
 - X-9999999-XXX for Family
 - 9999999 for Criminal
 - ImageName.TIF|(Record Identifier from above)

Jefferson County will...

- Collaborate with DataBank for capturing all the requirements
- Add separator sheets to distinguish the document breaks
- Provide a single point of contact for management of imaging project related responsibilities and tasks
- Provide answers to questions raised by the team regarding the functions and designs of the imaging services
- Review all images and indices provided by DataBank within 30 days.
After 30 days all images and indices are considered correct and accepted

DataBank and Jefferson County will...

- Appoint a single point of contact and reference for each company respectively
- Develop and mutually agree upon the project schedule and implementation plan after approval of this proposal
- Conduct a project kickoff meeting to define roles and responsibilities of project team members, confirm project deliverables, review the project schedule with assigned tasks, etc.
- Mutually agree upon time and dates of meeting to discuss the status of the project and who is responsible for recording and issuing the results of the above-mentioned meetings
- Start date to be determined and agreed to by both parties

Pricing & Schedule

Price for Services

Jefferson County has requested a Per Box Rate for Imaging Services performed on Criminal, Civil, and Family Case Files. Pricing is based upon 2500 images per box.

DataBank proposes a price of **\$175 per box** for the following services:

- Standard Document Preparation (Jefferson County will insert document separators)
- Scanning Services @ 300 DPI bitonal (photos scanned in color)
- Document Indexing by Court Code, Cause Number, and subfolder designation (when present) with identification of image file name
- Images saved as multipage TIF files for ingestion into Jefferson County Document Management System
- Jefferson County responsible for indexing values not specified in Statement of Work
- Pricing may increase if box volumes exceed 2500 images and/or if requirements change
- Jefferson County will have 30 days to review each batch of records returned. After 30 days, all images and indices are considered accepted

In addition, Jefferson County will be charged **\$100 for every pickup/delivery trip**.

Based upon volume estimates provided the following is an estimate for the scanning and indexing of the Jefferson County Case Files in Phase 1

Total Box Estimate - 360
Total Image Estimate – 900,000

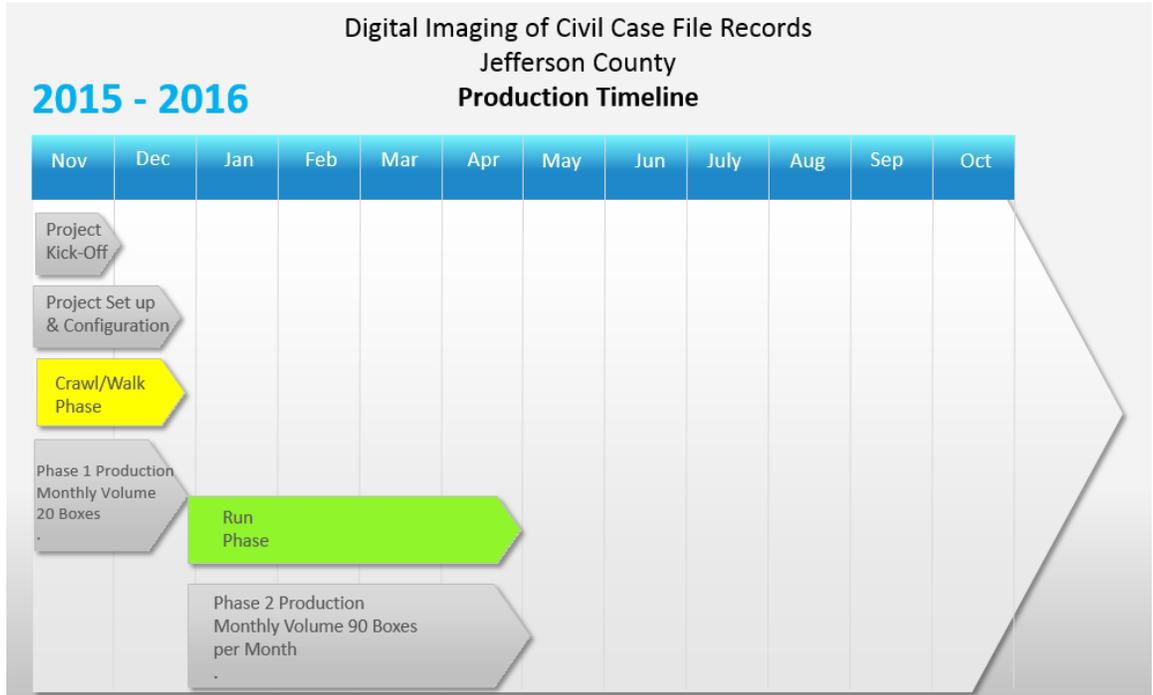
Four trips – (90 boxes each) = \$400

COST ESTIMATE - \$63,400

Note: The image counts above are estimations based upon site visits to Jefferson County. DataBank has attempted to make the image counts above as close to actual as possible. And, in the cases where average estimates were required, the estimates are rounded up as much as possible. However, as the above are only estimates, Jefferson County will only be charged for those boxes which are scanned during the process. Jefferson County will be provided ongoing production reports throughout the process to show actual volumes and any potential variance.

Project Schedule

- Jefferson County and DataBank will review the schedule of events at the commencement of the services
- All schedules will be agreed upon
- DataBank anticipates this to be a six month project
 - Starting with two months of project set up and review
 - Following this with four months of full production of approximately 90 boxes per month
- DataBank will provide milestone updates throughout project to inform Jefferson County of project progress



Jefferson County Acceptance

Signature: _____

Print Name: _____

Title: _____

Date: _____

DataBank IMX Acceptance:

Signature: _____

Print Name: _____

Title: _____

Date: _____

End of Exhibit A



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

To: Honorable Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Retiring Sergeant in Corrections, Dean Smith

Date: December 16, 2015

Please place the following item on the Commissioners' Court agenda for
January 4, 2016.

Consider and possible adopt a Resolution recognizing , Dean Smith, for 25 years of dedicated service as a Jailer and Sergeant in Corrections and for the Alternative School for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his future endeavors.

Sincerely,

G. Mitch Woods, Sheriff
Jefferson County, Texas



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 _____, 2016, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, DEAN SMITH, has devoted 25 years of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, DEAN SMITH, has dedicated his talents and pledged his services as a Correction Officer for the Jefferson County Sheriff's Office; and

WHEREAS, DEAN SMITH, has dedicated his services as a Correction Officer for the Jefferson County Sheriff's Office, serving as a Jailer, and as a Sergeant in Corrections and for the Alternative School; and

WHEREAS, through hard work and commitment to excellence, **DEAN SMITH**, has earned the respect of his colleagues and the citizens of Jefferson County; and

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

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

SIGNED this ____ day of _____, 2016.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, January 04, 2016

There being no further business to come before the Court at this time,
same is now here adjourned on this date, January 04, 2016