

*Notice of Meeting and Agenda*  
*December 20, 2022*

**Special, 12/20/2022 10:30:00 AM**

BE IT REMEMBERED that on December 20, 2022, 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 (ABSENT)

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4  
(ABSENT)

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Donta Miller and Chief John Shauberger

Honorable Laurie Leister, County Clerk

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

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Jeff R. Branick, County Judge  
Vernon Pierce, Commissioner, Precinct One  
Darrell Bush, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
December 20, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **20th** day of **December 2022** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** meeting 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:

**Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.**

**The following options are available:**

**View live with audio from the County Webpage:  
[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

**Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532#  
Participant ID: #**

**The court will also have a time for public comments at the end of the meeting. If you**

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would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the end of the meeting as time allows.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

**INVOCATION:** Darrell Bush, Commissioner, Precinct Two

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

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**PURCHASING:**

- (a). Consider and approve an agreement renewal for (Agreement 20-001/JW) with Thomson Reuters for an online access subscription for the 58th District Court, for a cost of \$60.00 per month for (1) user. This is in accordance with Contract # DIR-LGL-CALIR-02 (Contract Option: 1A, Contract Renewal Year: 6).

SEE ATTACHMENTS ON PAGES 11 - 23

**Action: TABLED**

- (b). Consider and approve, execute, receive and file (Agreement 22-077/DC) with rentacomputer.com and Jefferson County for rental of 24 laptop computers to be used in the training of Tyler Technology Software in the amount of \$3,117.20.

SEE ATTACHMENTS ON PAGES 24 - 26

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve FY 2023 budget transfer – Parks – additional cost for insurance.

SEE ATTACHMENTS ON PAGES 27 - 27

116-0609-452-5040	LIABILITY INSURANCE	\$36.00	
116-0609-452-4009	BUILDINGS AND GROUNDS		\$36.00

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

- (b). Consider and approve FY 2023 budget transfer – MIS – additional cost for rental of computers for Tyler Technologies training.

SEE ATTACHMENTS ON PAGES 28 - 33

120-1025-415-5053	RENT-EQUIPMENT	\$3,118.00	
120-1025-415-4011	EQUIPMENT- MISCELLANEOUS		\$3,118.00



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**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

(c).Regular County Bills – check #501730 through check #501943.

SEE ATTACHMENTS ON PAGES 34 - 41

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

**CONSTABLE PRECINCT 1:**

(a).Consider and possibly approve the hiring of Edger G. Thompson as a Deputy Constable with the Constable's Precinct 1 Office in accordance with Local Government Code (LGC)86.011

NO ATTACHMENTS

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

**COUNTY COMMISSIONERS:**

(a).Receive and file Certificate of Completion for Commissioner Vernon Pierce. Commissioner Pierce has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2022.

SEE ATTACHMENTS ON PAGES 42 - 42

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

(b).Receive and file executed Amended Tax Abatement Between Jefferson County and Coastal Caverns 1 L.P for Property Located in the Coastal Caverns Reinvestment Zone pursuant to Chapter 312.401 et seq., Texas Property Tax Code.

SEE ATTACHMENTS ON PAGES 43 - 44

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**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

**TAX OFFICE:**

- (a). Consider and possibly approve a Resolution recognizing Joy Lovelace for her 16 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 45 - 45

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

**COUNTY TREASURER:**

- (a). Receive and File Investment Schedule for November, 2022, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 46 - 48

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

**ENGINEERING DEPARTMENT:**

- (a). Execute, receive and file Utility Permit 01-U-23 to AT&T Communications for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of data communications. This project is located in Precinct #2.

SEE ATTACHMENTS ON PAGES 49 - 65

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

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- (b).Execute, receive and file Overweight Vehicle Permit 06-OW-22 and Road Use Agreement to PALNG, for the purpose of transporting fill material including crushed concrete, gravel and select clay for construction of Entergy Substation Pad located off SH 87. This project is located in Precinct # 3.

SEE ATTACHMENTS ON PAGES 66 - 80

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

- (c).Consider and possibly approve and authorize the County Judge to execute construction plans for approval of letting for the SH 124 @ Taylor Bayou Bridge Replacement and Channel Widening Project, State Aid Project STPC 368-2-46.

SEE ATTACHMENTS ON PAGES 81 - 81

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

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**HISTORICAL COMMISSION:**

- (a). Consider and possibly approve appointing members listed below of the Jefferson County Historical Commission for a two-year term for 2023-2024 pursuant to Local Government Code 318.003(b).

Jefferson County Historical Commission 2023 Prospective Appointees

- Rayanna Hoeft- Precinct 1
- Ricky Hollier- Precinct 1
- Candy Hollis- Precinct 1
- Jerrilynn Miller- Precinct 1
- Latisha Stewart- Precinct 1
- Mike McGreevy- Precinct 2

Current Members of the Jefferson County Historical Commission to be Reappointed

- Jay Camp
- Theresa Goodness
- Kate Hambright
- Bruce Hamilton
- Brenda Jackson
- Dr. Steven P. Lewis
- Linda McMahan
- Leslie McMahan
- Paul Prosperie
- Lynn Simon
- Don Smart
- Jennifer Trenbeath

NO ATTACHMENTS

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Pierce, Bush, Sinegal**

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

- (a). Consider and possibly approve out-of-state travel for Matt Gardner to Hoover Alabama on January 29, 2023 to February 3, 2023 for a digital forensics course. The course will be paid for by The National Computer Forensic Institute with no cost to Jefferson County.

SEE ATTACHMENTS ON PAGES 82 - 83

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**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

- (b). Consider and possibly approve a Resolution recognizing Julie A. Harris for her 28 years and 7 months of service to the Jefferson County Sheriff's Department and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 84 - 85

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

- (c). Consider and possibly approve a Resolution recognizing Mark A. Ellis for his 17 years and 2 months of service to the Jefferson County Sheriff's Department and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 86 - 87

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Pierce, Bush, Sinegal**  
**Action: APPROVED**

**OTHER BUSINESS:**

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

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

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

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**Special, December 20, 2022**

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 20, 2022.

## Appendix C Pricing Index (Products and Pricing)

West is the foremost provider of integrated information solutions to the U.S. legal market. West has been providing legal, government, law enforcement, and information professionals with the highest-quality legal, news, business, public records, and law enforcement information, and the most innovative technology solutions and tools to manage them, for more than 140 years.

Pursuant to the RFO, West's Contract may be extended to allow non-state Texas agencies and other states and government jurisdictions (collectively referred to in this proposal as "Other Authorized Entities") to purchase under the Contract, subject to approval by DIR and West (see page 11).

Complete product and pricing details are provided in the following pages.

### West CALIR Offerings Summary

Recognizing that Texas state and local agencies have diverse and unique online information research and solutions needs, West offers several options and packages, thus providing Texas state and local agencies with flexibility to pick and choose the option and/or package that is best suited to their specific end users' needs. West's Contract provides for three (3) different pricing options:

- **Option 1—Legal Research.** This option provides Texas agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B). These options also are consistent with the core legal research options offered under the existing CCG Contract. In addition, agencies may supplement these legal research packages by choosing additional content from a select list of optional separately priced add-on libraries.
- **Option 2—Investigative Research.** This option provides access to comprehensive public records, publicly available information, and proprietary data for investigative purposes. Thomson Reuters CLEAR helps law enforcement and agencies locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Option 3—Custom Packages.** The custom packages offered as part of this option recognize that Texas agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 – 2. These custom packages provide maximum flexibility to purchase custom packages of legal and/or investigative online information that are specifically tailored to the unique research needs of individual agencies and end users.

In addition, West offers other similar products that might be of interest to DIR, such as legal drafting, practical law/legal know-how, print, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management.

### PRICING

West's content offerings provide Texas state and local agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality that assist users in their research. Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's unique needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative.

### AGENCY ORDERING INSTRUCTIONS

Texas state and local agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form with the content/pricing option selected by the agency. Note that all POs must reference the Contract number.

**STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02**

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**OPTION 1—LEGAL RESEARCH (PER PASSWORD)**

This option provides Texas purchasing agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B):

- Option 1A—Texas Core Resources with News Databases
- Option 1B—All State and Federal Resources with News Databases

Note that these options are consistent with the core options offered under the existing CCG CALIR Contract (State Agency Options A and C, as well as Local Agency Options A and C). Texas state and local agencies that are currently accessing this content under the existing Contract will experience a seamless migration/transition process, should they decide to continue their current level of services.

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries, including the following:

- All Analytical Library
- American Law Reports (ALR) Library
- American Jurisprudence (AMJUR) Library
- Corpus Juris Secundum (CJS) Library
- Law Reviews and Journals Library
- Municipal Practitioner Core Library
- Criminal Expert Resources
- Regulations with Editorial Enhancements (formerly RegulationsPlus)
- PeopleMap Premier
- Texas Analytical Library
- Texas Employment Practitioner Core Library
- Texas Criminal Secondary Library
- Texas Family Law Core Library
- Texas Pleadings, Motions, and Memoranda Library
- Texas Briefs Plus Library
- Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library
- Texas Form Finder

Pricing and descriptions of the content included for Options 1A-1B and the optional add-ons are provided in the following pages.



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## LEGAL RESEARCH

### OPTION 1A—TEXAS CORE LEGAL RESOURCES WITH NEWS DATABASES

This option provides access to core Texas primary and analytical resources, as well as news databases.

<b>Included Content:</b>	<ul style="list-style-type: none"> <li>▪ Texas Primary Law Library</li> <li>▪ Texas Practice Series Library</li> <li>▪ Texas Practice Guide Library</li> </ul>	<ul style="list-style-type: none"> <li>▪ Texas Jurisprudence Library</li> <li>▪ Employment Regulations Suite</li> <li>▪ U.S. News Library</li> </ul>					
<b>Fixed Monthly Charge:</b>	Monthly Per User Per Agency Location Pricing						
<b># of Users</b>	<b>Initial Term*</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<i>Option Year 5</i>	<i>Option Year 6</i>
1-25	\$47	\$47	\$49	\$52	\$54	\$57	\$60
26-50	\$45	\$45	\$47	\$49	\$52	\$54	\$57
51-100	\$42	\$42	\$45	\$47	\$49	\$52	\$54
101-150	\$40	\$40	\$42	\$44	\$47	\$49	\$51
151-200	\$38	\$38	\$40	\$42	\$44	\$47	\$49
201 +	\$36	\$36	\$38	\$40	\$42	\$44	\$46

\*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

**Note:** Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

### PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1A.

#### Content

**Texas Primary Law**—Texas-specific materials, as well as federal resources concerning Texas. This library includes Texas cases, annotated statutes, administrative code, and court rules. Federal resources include federal district and circuit court decisions originating in Texas, all Supreme Court decisions, and the United States Code Annotated (USCA).

**Texas Practice Series Library**—Comprehensive reference set for Texas attorneys. Includes reference titles covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

**Texas Practice Guide Library**—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

**Texas Jurisprudence Library**—Full text of Texas Jurisprudence, 3d.

**Employment Regulations Suite**—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

**U.S. News Library**—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

#### Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts\* and Current Awareness services (KeyCite Alert, WestClip) \*[Excludes daily and continuous alerts.]
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

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## LEGAL RESEARCH

### OPTION 1B—ALL STATE AND FEDERAL RESOURCES WITH NEWS DATABASES

This option provides access to an expanded collection of primary and analytical resources, including all state and federal, as well news databases.

<b>Included Content:</b>	<ul style="list-style-type: none"> <li>▪ All Primary Law Library</li> <li>▪ Texas Practice Series Library</li> <li>▪ Texas Practice Guide Library</li> <li>▪ Texas Jurisprudence Library</li> <li>▪ Federal Practice and Procedure Library</li> <li>▪ American Jurisprudence (AMJUR) Library</li> <li>▪ Employment Regulations Suite</li> <li>▪ Regulations with Editorial Enhancements</li> <li>▪ U.S. News Library</li> </ul>						
<b>Fixed Monthly Charge:</b>	Monthly Per User Per Agency Location Pricing						
<b># of Users</b>	<b>Initial Term*</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Option Year 5</b>	<b>Option Year 6</b>
1-25	\$77	\$77	\$81	\$85	\$89	\$94	\$98
26-50	\$73	\$73	\$77	\$81	\$85	\$89	\$93
51-100	\$69	\$69	\$73	\$77	\$80	\$84	\$89
101-150	\$66	\$66	\$69	\$73	\$76	\$80	\$84
151-200	\$63	\$63	\$66	\$69	\$73	\$76	\$80
201 +	\$60	\$60	\$63	\$66	\$69	\$72	\$76

\*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

**Note:** Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

### PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1B.

#### Content

**All Primary Law Library**—Federal and state case law, administrative decisions, 50 state statutes (including United States Code Annotated), and administrative rules and regulations.

**Texas Practice Series Library**—Comprehensive reference set for Texas attorneys, covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

**Texas Practice Guide Library**—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

**Texas Jurisprudence Library**—Full text of Texas Jurisprudence, 3d.

**American Jurisprudence (AMJUR) Library**—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

**All Federal Practice and Procedure Library**—Definitive treatise on practicing law in the federal courts.

**Employment Regulations Suite**—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

**Regulations with Editorial Enhancements (formerly RegulationsPlus)**—Federal regulatory research system that helps researchers stay fully informed on regulatory issues with editorial summaries of case law decisions, notification tools, version history, and citing references.

**U.S. News Library**—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

#### Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)

- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) \*[Excludes daily and continuous alerts.]
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

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## LEGAL RESEARCH

### OPTION 1—OPTIONAL ADD-ON CONTENT

If an agency selects an Option 1 Legal Research package (1A – 1B), the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per-user charge will be added to the Legal Research package charge.

Optional Add-On Content (Monthly Per User Per Agency Location Pricing)							
Library Name	Initial Term*	Year 1	Year 2	Year 3	Year 4	Opt. Yr. 5	Opt. Yr. 6
All Analytical Library	\$19	\$19	\$20	\$21	\$22	\$23	\$24
American Law Reports (ALR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
American Jurisprudence (AMJUR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Corpus Juris Secundum (CJS) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Law Reviews and Journals Library	\$4	\$4	\$4	\$4	\$5	\$5	\$5
Municipal Practitioner Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Criminal Expert Resources	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Regulations with Editorial Enhancements	\$8	\$8	\$8	\$9	\$9	\$10	\$10
PeopleMap Premier	\$75	\$75	\$79	\$83	\$87	\$91	\$96
Texas Analytical Library	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Texas Employment Practitioner Core Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Criminal Secondary Library	\$12	\$12	\$13	\$13	\$14	\$15	\$15
Texas Family Law Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Texas Pleadings, Motions, and Memoranda Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Briefs Plus Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Form Finder	\$11	\$11	\$12	\$12	\$13	\$13	\$14

\*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

### PACKAGE DESCRIPTION

#### Content

Please see following page for brief descriptions of the content available as optional add-ons to Options 1A and 1B.

#### Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) *\*[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

## STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

### LEGAL RESEARCH

#### OPTION 1—OPTIONAL ADD-ON CONTENT

Following are brief descriptions of the content available as optional add-on to Options 1A – 1B.

#### Content Descriptions

**All Analytical Library**—Combines expert legal analysis with forms, jury instructions, and more. Includes ALR, All AMJUR, Restatements of the Law, Federal Practice and Procedure, Causes of Action, Forms, Jury Instructions, and Law Reviews and Journals.

**American Law Reports (ALR) Library**—Leading case-finding tool in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. Contains full text of First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.

**American Jurisprudence (AMJUR) Library**—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

**Corpus Juris Secundum (CJS) Library**—CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

**Law Reviews and Journals Library**—Respected law reviews, law journals, and other professional legal publications.

**Municipal Practitioner Core Library**—Legal analysis, treatises, practice guides, and forms for the municipal law practitioner. This library consolidates municipal law analytical materials on Westlaw into one collection to save researchers time. It provides access to titles such as McQuillin Municipal Law Report, Matthews Municipal Ordinances, and Zoning and Planning Law Report.

**Criminal Expert Resources Library**—Essential resources for finding a criminal expert witness, including Expert, Attorney, and Judge Profiles; Expert Witness Curricula Vitae and Resumes; and Expert Witness Checklists.

**Regulations with Editorial Enhancements (formerly RegulationsPlus)**—Federal regulatory research system that helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, notification tools, version history, citing references and more.

**PeopleMap Premier**—comprehensive and current collection of public records and investigative information resources for locating people, assets, licenses and registrations, adverse filings, and business and corporate information. Includes advanced tools for efficient searching.

**Texas Analytical Library**—Complete collection of Texas-related legal guides, forms and authorities on topics such as on workers compensation, personal injury and torts practice, civil rules practice and more.

**Texas Employment Practitioner Core Library**—Essential employment law practice guides, forms, checklists, journals, and law reviews. Covers topics such as employment litigation, transactional and compliance topics.

**Texas Criminal Secondary Library**—Secondary materials needed for those practicing in Texas courts. Includes Texas-specific jury instructions and analytical materials, jurisdictional and national practice guides, forms and checklist, news, criminal journals, law reviews, and more.

**Texas Family Law Core Library**—Wide range of current Texas family law forms which helps users to analyze the law and evaluate legal strategy with West’s respected secondary treatises and CLE materials.

**Texas Pleadings, Motions, and Memoranda**—Selected trial pleadings, motions, and memoranda from Texas state courts. These materials provide ideas, strategies, and insight to help learn how attorneys in previous cases pled and argued similar fact situations and law.

**Texas Briefs Plus Library**—Appellate briefs filed in Texas state courts and Federal briefs from the U.S. Court of Appeals for the Fifth Circuit and U.S. Supreme Court. Provides selected trial pleadings, motions, memoranda, and jury instructions from Texas state courts, as well as pleadings, motions, and memoranda from U.S. district and bankruptcy courts within the jurisdiction of the Fifth Circuit.

**Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library**—Includes Graphical Statutes, PastStat Locator, and the Texas Legislative History Library.

- *Graphical Statutes.* Illustrates the evolution of statute in an easy-to-read display that incorporates the prior, current and future versions of a statute.
- *PastStat Locator.* Instant access to the statute version that was in effect on the date the legal matter actually occurred, beginning on January 1, 1999.
- *Legislative History.* Journals, floor debates, reports, bill drafts, testimony, Governor’s messages and votes.

**Texas Form Finder**—Hundreds of easily searchable official forms for Texas state, local and federal courts, as well as government agencies.

**STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02**

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**OPTION 2—INVESTIGATIVE RESEARCH (PER PASSWORD)**

This option provides access to Thomson Reuters CLEAR Investigations Basic for Texas law enforcement and for investigators in agencies and other state government offices. CLEAR Investigations Basic is an enhanced version of the previous CLEAR product West offered under the CCG Contract. It provides more content and augmented capabilities over its predecessors.

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information. CLEAR provides comprehensive data sources with current and historical data, enhanced functionality, and exclusive offerings that comprise the most comprehensive investigative platform available.

Under this plan, investigators and analysts in law enforcement and other government agencies will access and search CLEAR's public records data, publicly available data, and proprietary data via the CLEAR platform (available via web browser on computer or mobile device). Additional delivery modes for CLEAR data as well as other premium features and services are available via a CLEAR custom package plan (see Option 3, Custom Packages).

Pricing and brief descriptions of the content, features and services included in Option 2 are provided on the following page.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

## INVESTIGATIVE RESEARCH

### OPTION 2—CLEAR INVESTIGATIONS BASIC

2. CLEAR Investigations Basic (Monthly Per User Pricing)							
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-250	\$66	\$66	\$69	\$73	\$76	\$80	\$84
251-500	\$63	\$63	\$66	\$69	\$73	\$76	\$80
501-750	\$60	\$60	\$63	\$66	\$69	\$72	\$76
751+	\$57	\$57	\$59	\$62	\$66	\$69	\$72

\*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

#### Pricing Notes:

- Tier pricing will remain fixed for the duration of the year. Tiers are based on the total number of users within an individual option and do not aggregate across other options or states. Invoices will be generated at the location level.
- Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

### PACKAGE DESCRIPTION

Following is a brief description of the content included in Option 2.

#### Content

**CLEAR Investigations Basic**—Provides access to CLEAR’s standard searching, reporting, and functionality. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. Also includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. A dashboard provides access to tools such as Quick Analysis Flags and Address Mapping, and the Workspace feature provides link chart and mapping capabilities. (Excluded content: TransUnion credit header gateway, Vehicles gateway, Web Analytics feature.)

#### Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Download, email, print of included content
- ✓ Analytical and organizational tools (My Workspace)
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

**STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02**

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**OPTION 3—CUSTOM PACKAGES**

Custom packages are offered in recognition that Texas state and local agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West’s Options 1 and 2.

These custom packages provide purchasing agencies with maximum flexibility to purchase custom packages of online legal, investigative, law enforcement, correctional, print, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users. Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Pricing is not available under this option as the custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Please contact your local West government representative for more information about these custom plans and to obtain your discount. West can also provide agencies with free trial access.

## OTHER SIMILAR PRODUCTS OFFERED BY VENDOR

In addition to our core offerings, West offers additional products that may be of interest to DIR, such as legal drafting, practical law/legal know-how, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management. West also offers an expansive print collection, and print discounts might be available for eligible agencies. (Please note that some of our print discount plans are not packaged with online offerings.)

Please see your local West government representative for more information regarding any of these additional products.



## Vendor Standard Terms and Conditions

The following terms and conditions apply to purchases made under this Contract for authorized/eligible State of Texas Department of Information Resources (hereinafter "DIR") Customers.

- **Eligibility**—Available only to authorized Texas state and local agencies as agreed upon by the terms of the Contract negotiated between the Texas Department of Information Resources ("DIR") and West Publishing Corporation ("West"). The following entities are eligible to purchase CALIR products and services under this Contract (Bid Package 4, Appendix A, Subsection 3(A), as amended by Exhibit A):

"Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, subject to West's approval, and except for telecommunications services under Chapter 2170, Texas Government Code."

Please note: West does not agree to allow entities as defined in Sections B-J of Bid Package 4, Appendix A, Subsection 3(B-J) to purchase products and services under this contract.

The rates set forth hereunder are available only to authorized state and local government personnel accessing West products for government purposes.

Pursuant to the RFO, West's contract may be extended to other non-Texas state agencies and political subdivisions of other states, subject to West's approval.

- **Agency/Purchasing Agency Locations**—Each purchasing agency location must subscribe separately (for Options 1 and 2). Access is limited to the agency's personnel at that location. Purchasing agencies with multiple locations may purchase under Option 3 (Custom Packages).
- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of this agreement, and such use must be solely for purposes directly related to the purchasing agency's research and work.
- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency and invoice the Password Rate if West learns that the product has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under each option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one option to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Included and Excluded Charges**—Purchasing agencies will receive the content package as described in their West Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each database, feature, or service accessed according to the then-current terms and conditions as set forth in

the then-current Schedule A Plan 2 Westlaw Government Service or Schedule A Plan 2 Westlaw PRO (Westlaw), or the then-current CLEAR Services Schedule A (CLEAR).

West may, at its option, make certain databases, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the databases, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this Response. Purchasing entities will receive online notification and may have the option to change plans or terminate if a material change is made.

- **CLEAR Usage**—West’s proposal allows for CLEAR usage up to ten times the proposed fixed-rate guarantee. (Usage will be calculated using then-current retail rates.) In the event the purchasing agency’s CLEAR usage exceeds this limit during any month of the proposed contract term, West may, at its option, (1) limit the purchasing agency’s access to live gateways for the remainder of the contract term, (2) request that the parties enter into good faith negotiations for an adjusted fixed rate, or (3) terminate the contract (after providing ten days written notice to the purchasing agency).
- **New Databases, Features, Services, and Platforms**—West reserves the right to charge for any new databases, features, services, or platforms released during the term of this contract (whether “third-party” databases or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such databases, features, services, or platforms are made available to West’s other government subscribers under West’s then-current Schedule A Plan 2 Westlaw Government Service (Westlaw) or CLEAR Services Schedule A (CLEAR).

If, however, any new databases, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new databases, features, services, or platforms available to the purchasing agency at no extra cost.

- **Ordering Documents**—The attached West Order Form and license agreement (General Terms and Conditions--Thomson Reuters Legal Products and Services) provide complete details regarding West’s offer. These documents will be incorporated by reference into and made part of any contract awarded to West. In addition, access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form. (Current copies of these documents are included in Appendix D.)
- **Contractor Information**—Any contract resulting from this proposal will be with:

<b>Legal Contracting Entity:</b>	West Publishing Corporation
<b>Doing Business As (DBA):</b>	West, a Thomson Reuters business
<b>Corporate Address:</b>	610 Opperman Drive, Eagan, MN 55123
<b>Remittance Address:</b>	P.O. Box 6292, Carol Stream, IL 60197-6292
<b>Federal Tax ID #:</b>	41-1426973
<b>DUNS #:</b>	14-850-8286
<b>Cage Code:</b>	89101

- **Ordering Instructions**—Authorized purchasing agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form and any necessary credentialing documents, and attaching the applicable West Order Form with the content/pricing option selected by the purchasing agency. Note that all Order Forms must reference the State Contract number and the Option(s) selected.
- **Signature Requirements**— The applicable Order Form and any related documentation must be signed by an authorized representative. In lieu of a signed Order Form, an agency must submit a Purchase Order that contains the following incorporating clause: “This Purchase Order incorporates the attached West Order Form made pursuant to the DIR Contract No. DIR-LGL-CALIR-02.”

- **Order Processing**—Orders will be processed as follows:
  - **Options 1 and 2:** Service will begin 5-7 days following receipt of a fully executed, clean, and process-able West Order Form, and after any necessary credentialing has been completed.
  - **Option 3:** Service will begin the first day of the first month following receipt of the fully executed West Order Form and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract, West must receive the fully executed, applicable West Order Form no later than five business days prior to the end of the month preceding the start of service.

Orders received that do not follow these guidelines will not be accepted or will delay processing.

- **Survivability**—At the time of expiration or cancellation of the Contract, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Contract, including payment for services, until the term expires as set forth in the multi-year agreement.

## SOFTWARE LICENSE AGREEMENTS AND SAMPLE ORDERING DOCUMENTS

Copies of West's software license agreements and ordering documents/forms are part of Appendix D.



**Your Dedicated Account Rep**  
 Brian Kubala  
 513-318-9340  
 bkubala@rentacomputer.com  
 www.rentacomputer.com

### Rental Proposal

**Quote Date: 9/30/2022**

**Quote #: 1838348**

**Company Information**

Company: Jefferson County  
 Name: Jeff Ross  
 Address: Beaumont, TX 77642  
 Phone: 409-835-8447  
 Fax:  
 Email: Jeff.Ross@jeffcotx.us

**Shipping Information**

Company: Jefferson County  
 Name: Jeff Ross  
 Address: Beaumont, TX 77642  
 Phone: 409-835-8447

**Payment/Rental Information**

Rental Period: To Be Received By: 2/1/2023 Pay Method: Credit Card  
 Billing Cycle: 2/1/2023 - 2/28/2023 Return Ship By: 2/28/2023 FRP Points: 31

Quan.	Equipment Description	Unit Price	Total
24	Intel Core i5 2.1GHz Laptop 14" Display 8GB RAM / 250GB HD / 100/1000 NIC / WiFi Windows 10 64-Bit / Adobe Reader / External Mouse / Power Cord  (MS Office Available For An Additional Fee)	\$98.00	\$2,352.00
24	MS Office 2019 Standard (Word, PowerPoint, Excel)	\$20.00	\$480.00
2	Backup Laptop Included Spare equipment is provided as a courtesy to our customers and may be password protected. Please call to activate should you need to use as a replacement. Additional rental fees may apply if spare is used to fulfill quantity requirements.	\$ .00	\$ .00
1	Optional Damage Protection Plan. Damage Insurance amount is charged per rental period. See Master Equipment Rental Agreement for full detail. Excludes video walls, server equipment, and copiers.	\$235.20	\$235.20
1	ROUND TRIP GROUND SHIPPING - Return Label Provided (Client responsible for pick up by shipper, late fees may apply if not returned on designated date. Rentacomputer.com not responsible for any additional venue package handling fees.)  SERVICE ALERT Due to the global pandemic, all couriers are seeing shipping delays. Rentacomputer.com is not able to offer refunds for delays in shipping times.  *ADVANCE RESERVATIONS REQUIRED* *SEE YOUR PROPOSAL EXPIRATION DATE*  A Note About Our Cancellation Policy - Due to current world events, Rentacomputer.com will strictly enforce all cancellation policies as they appear on all quotes and contracts. Though we appreciate and empathize with all of our clients, the strains these current world events place on rental companies nationwide prevent us from allowing any exceptions to our cancellation policies. Please keep in mind, we are more than willing to work through any rescheduling requests to preserve existing orders. No refunds for early returns within the first rental period.  All rental items are subject to availability at time of order confirmation.	\$50.00	\$50.00
		<b>Sub Total:</b>	\$3,117.20
		<b>Shipping:</b>	\$ .00
		<b>Tax (0%):</b>	\$ .00
		<b>Total (USD):</b>	\$3,117.20

**This quote is valid until 12/29/2022 12:00:00 PM Eastern**

Signature:





Your Dedicated Account Rep  
Brian Kubala  
513-318-9340  
bkubala@rentacomputer.com  
www.rentacomputer.com

### Rental Proposal

Quote Date: 9/30/2022

Quote #: 1838348

#### Reservation Procedure

Please review the configuration and pricing for accuracy. To confirm your order, please sign each page of the proposal and the Master Equipment Rental Agreement and return the proposal by email or by fax.

#### Cancellation Policy

100% cancellation fee for all orders refused at delivery/cancelled same day (no refunds for early returns within the first rental period). 50% cancellation fee for orders cancelled within 24-48 hours of scheduled delivery date. 25% cancellation fee will apply if order is cancelled after reservations. (Shipped orders refer to date shipped as delivery date.)

#### Proposal Acceptance

**Renewals:** This contract will renew automatically until the equipment is returned. **Risk:** Customer assumes all risk of loss or damage to the equipment. **Damage Insurance:** For \$235.20 risk will be limited as described in the Master Equipment Rental Agreement.

Yes, I would like Damage Insurance  
 No, I do not want Damage Insurance and assume all risks.

Signature: [Signature]  
Printed Name: JEFF BRONICKS  
Date: 12/20/2022

#### Billing Information

Type: MasterCard Visa Discover Amer Ex.  
Name on Card: \_\_\_\_\_  
Address: \_\_\_\_\_  
Card #: \_\_\_\_\_  
CVV Code: \_\_\_\_\_  
Exp Date: \_\_\_\_\_

By signing above you agree to the entire proposal and terms of your Master Equipment Rental Agreement.



[Signature]

ATTEST [Signature]  
DATE DECEMBER 20, 2022



CFR Inc. dba Rentacomputer.com - Master Equipment Rental Agreement: The rental of equipment described on all Rental Proposals which refer to this Agreement shall be governed by this Agreement.

**OWNERSHIP**

All equipment including accessories and software rented by customer (Lessee) is and shall remain CFR's property. Lessee shall not remove, alter or efface any stencil, plate, label or other indication of CFR's ownership. Lessee shall have no rights or property interest in the equipment other than as set forth in this Agreement.

**EQUIPMENT UPGRADES**

Unless otherwise noted on quote and invoice, all equipment details are minimum specifications. CFR reserves the right to upgrade equipment as necessary to fulfill orders at no cost to the Client. Client is liable for the value of the equipment delivered.

**RENT**

Lessee shall pay the rent indicated in on all executed Rental Proposals, by the date indicated. Late charges may apply if Agreement is not met. Lessee understands that any credit card number on record with CFR may be debited for any overdue or unpaid invoices or for damages occurring to equipment during rental.

**RENTAL PERIOD**

For orders that are hand-delivered the rental period begins on the date of delivery and ends the date of pick up. For shipped orders the rental period begins on the date of delivery by shipping carrier and ends the date of pick up.

**ADJUSTMENTS**

Rental rates are based on the length of the rental period indicated in the Rental Proposal. Rates will not be adjusted if the Lessee terminates this Agreement prior to the expiration of the term indicated nor is CFR required to credit or prorate any rental fees if equipment is returned early.

**USE & STORAGE**

Lessee is responsible for providing safeguards against damage, loss or theft. Lessee shall not permit the equipment to be used in connection with any activity, legal or illegal, which could result in

confiscation, attachment or removal of equipment by any authorities.

**RETURN OF EQUIPMENT**

For orders to be picked up by CFR, Lessee shall make all equipment available at the location, date and time indicated on executed Rental Proposal. For orders to be shipped, Lessee shall ship equipment back by date and time indicated on executed Rental Proposal and provide CFR a tracking number for said shipment.

**LIABILITY RISKS**

Lessee agrees to keep the equipment fully insured during the entire rental period by an all-risk policy. Lessee is responsible for all equipment damages and losses from the period of pickup by the carrier in case of shipment by common or contract carrier, or at the time of local delivery and setup by CFR Inc. staff until the period of pickup or return. CFR is not obligated to deliver or release any equipment until Lessee has provided satisfactory evidence of insurance coverage.

**DAMAGE PROTECTION PLAN**

Optionally, CFR will relieve Lessee of obligation under the above LIABILITY RISKS clause (excluding theft, misuse, or abuse) with the acceptance and purchase of a Damage Protection Plan. If available, the cost of this plan will be included on your quote. There is a deductible of twenty percent (20%) the replacement/repair cost at the time equipment is reported damaged or returned to CFR and noted as damaged. Damage insurance must appear on quote and invoice along with equipment rental and cannot be purchased after delivery of equipment.

**REPAIRS & SERVICE**

Lessee is required and shall promptly notify CFR of any malfunction of the equipment. Repair or replacement will be made within forty eight (48) hours at the cost of CFR. Lessee shall bear the cost of service and repairs

made necessary by Lessee's fault or negligence.

**LIABILITIES NOT ASSUMED**

We will not be liable for misdelivery, nondelivery, misinformation, or failure to provide information in connection with any delivery or shipment caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.

**LIMITATION OF LIABILITY**

Lessee agrees to limit CFR's liability arising out of or in connection with this Agreement to no more than the aggregate amount paid for all rental fees paid under this Agreement.

**DEFAULT**

If Lessee breaches any part of this Agreement or if equipment is, in the opinion of CFR, in danger of being confiscated or damaged, CFR may terminate this Agreement. CFR will be entitled to repossess the equipment without notice to Lessee and without liability for any injuries or loss suffered by Lessee due to such repossession. Lessee grants authorization of judgment awarding CFR immediate possession of its equipment and acknowledges permission to Lessee's landlord to allow CFR access to the equipment. Lessee will pay CFR all rental amounts for the entire rental term. Lessee will be liable for all reasonable damages, costs and expenses which CFR has sustained, including, but not limited to, reasonable attorney's fees and other costs of collection.

**UNDERWRITING**

CFR will not be obligated to deliver or release any equipment unless and until Lessee's account is approved by CFR's Underwriting Department. Approval could be dependent on business application

and other factors. CFR reserves the right to deny service for any reason not explicitly prohibited by law.

**GOVERNING LAW**

This agreement shall be interpreted under and governed by the laws of the State of Texas. Legal jurisdiction for any problem arising out of this contract is the City of Beaumont, County of Jefferson, State of Texas.

**TAXES**

Lessee understands and agrees that Lessee will be responsible for payment of all taxes related to this transaction, including, but not limited to any and all local sales, use and personal property taxes levied now or in the future.

**ENTIRE AGREEMENT**

This Agreement and any Rental Proposal(s) constitute the entire agreement and understanding between Lessee and CFR. If any difference in terms exists between this Agreement and any Rental Proposal than the terms on the Rental Proposal shall supersede the terms outlined in this Agreement. Any other changes or modifications must be made to and agreed upon in writing.

**DISPUTES**

Any disputes arising out of or relating to this agreement or the breach thereof by either party shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final, and judgment thereon may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration laws. Submission of a claim or dispute to arbitration shall not be a waiver of or limitation on any rights or remedies of CFR provided for in this agreement or otherwise available by law.

Company Name: Jefferson County

Authorized By (Print Name): Jeff Brantek  
Authorized Signature: [Signature]  
Date: 12/20/2022

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** DECEMBER 14, 2022

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The following FY 2023 budget transfer for the Parks is necessary for additional cost for liability insurance policy.

116-0609-452-5040	Liability Insurance	\$36
116-0609-452-4009	Buildings & Grounds	\$36

**Fw: Fw: Rentacomputer.com - Proposal #1838348**

Jeff Ross <Jeff.Ross@jeffcotx.us>

Wed 12/14/2022 10:27 AM

To: Fran Lee <Fran.Lee@jeffcotx.us>

📎 2 attachments (207 KB)

1838348-rentacomputercom-terms-1838348pdf.pdf; Quote-1838348.pdf;

Fran,

Can you work-out a transfer as follows:

\$3117.20 from acct# 120-1025-415.40-11 to 120-1025-415.50-53

It is for the rental of 24 laptops to cover training from Tyler for County employees.

Sincerely,



P.S. You may switch my email to [Jeff.Ross@jeffcotx.us](mailto:Jeff.Ross@jeffcotx.us) at your convenience.

---

**From:** Jeff Ross <Jeff.Ross@jeffcotx.us>

**Sent:** Wednesday, December 14, 2022 10:23 AM

**To:** Deb Clark <Deb.Clark@jeffcotx.us>

**Subject:** Re: Fw: Rentacomputer.com - Proposal #1838348

It will come out of acct# 120-1025-415.50-53 through a transfer from 120-1025-415.40-11



P.S. You may switch my email to [Jeff.Ross@jeffcotx.us](mailto:Jeff.Ross@jeffcotx.us) at your convenience.

---

**From:** Deb Clark <Deb.Clark@jeffcotx.us>

**Sent:** Wednesday, December 14, 2022 10:17 AM

**To:** Jeff Ross <Jeff.Ross@jeffcotx.us>

**Subject:** Re: Fw: Rentacomputer.com - Proposal #1838348

Where are the funds coming from?

*Deborah L. Clark*

Purchasing Agent



Jefferson County

409-835-8599 Office  
 409-728-1188 Cell  
 409-835-8456 Fax

Deb.Clark@jeffcotx.us

**From:** Jeff Ross <Jeff.Ross@jeffcotx.us>  
**Sent:** Wednesday, December 14, 2022 9:57 AM  
**To:** Deb Clark <Deb.Clark@jeffcotx.us>; Kathleen Kennedy <Kathleen.Kennedy@jeffcotx.us>  
**Subject:** Fw: Fw: Rentacomputer.com - Proposal #1838348

Kathleen & Deb,

They were able to make the requested change to the terms. I have attached the revised terms and the original quote.

There is not a co-signature required by them so are you good with putting this on the next agenda?

Sincerely,



**Jeff Ross**  
 Director of Management Information Systems  
 1149 Pearl St, Suite 600  
 Beaumont, TX 77701  
 (409)835-8447

P.S. You may switch my email to [Jeff.Ross@jeffcotx.us](mailto:Jeff.Ross@jeffcotx.us) at your convenience.

**From:** Brian Kubala <bkubala@rentacomputer.com>  
**Sent:** Wednesday, December 14, 2022 9:49 AM  
**To:** Jeff Ross <Jeff.Ross@jeffcotx.us>  
**Subject:** RE: Fw: Rentacomputer.com - Proposal #1838348

Jeff,

I have received approval from my superiors to make that change for you. Please see the attached.

**Brian Kubala**  
 Technical Sales Representative  
 Rentacomputer.com  
 Office: 800-736-8772 x 270  
 Direct / Fax / Text: 513-318-9340  
 bkubala@rentacomputer.com

**Date:** Tuesday, December 13, 2022 5:06:12 PM  
**From:** Jeff Ross <Jeff.Ross@jeffcotx.us>  
**To:** Brian Kubala <bkubala@rentacomputer.com>  
**Subject:** Fw: Rentacomputer.com - Proposal #1838348





Your Dedicated Account Rep  
 Brian Kubala  
 513-318-9340  
 bkubala@rentacomputer.com  
 www.rentacomputer.com

## Rental Proposal

Quote Date: 9/30/2022

Quote #: 1838348

**Company Information**  
 Company: Jefferson County  
 Name: Jeff Ross  
 Address: Beaumont, TX 77642  
 Phone: 409-835-8447  
 Fax:  
 Email: Jeff.Ross@jeffcotx.us

**Shipping Information**  
 Company: Jefferson County  
 Name: Jeff Ross  
 Address: Beaumont, TX 77642  
 Phone: 409-835-8447

**Payment/Rental Information**

Rental Period: To Be Received By: 2/1/2023 Pay Method: Credit Card  
 Billing Cycle: 2/1/2023 - 2/28/2023 Return Ship By: 2/28/2023 FRP Points: 31

Quan.	Equipment Description	Unit Price	Total
24	Intel Core i5 2.1GHz Laptop 14" Display 8GB RAM / 250GB HD / 100/1000 NIC / WiFi Windows 10 64-Bit / Adobe Reader / External Mouse / Power Cord  (MS Office Available For An Additional Fee)	\$98.00	\$2,352.00
24	MS Office 2019 Standard (Word, PowerPoint, Excel)	\$20.00	\$480.00
2	Backup Laptop Included Spare equipment is provided as a courtesy to our customers and may be password protected. Please call to activate should you need to use as a replacement. Additional rental fees may apply if spare is used to fulfill quantity requirements.	\$ .00	\$ .00
1	Optional Damage Protection Plan. Damage Insurance amount is charged per rental period. See Master Equipment Rental Agreement for full detail. Excludes video walls, server equipment, and copiers.	\$235.20	\$235.20
1	ROUND TRIP GROUND SHIPPING - Return Label Provided (Client responsible for pick up by shipper, late fees may apply if not returned on designated date. Rentacomputer.com not responsible for any additional venue package handling fees.)  SERVICE ALERT Due to the global pandemic, all couriers are seeing shipping delays. Rentacomputer.com is not able to offer refunds for delays in shipping times.  *ADVANCE RESERVATIONS REQUIRED* *SEE YOUR PROPOSAL EXPIRATION DATE*	\$50.00	\$50.00
A Note About Our Cancellation Policy - Due to current world events, Rentacomputer.com will strictly enforce all cancellation policies as they appear on all quotes and contracts. Though we appreciate and empathize with all of our clients, the strains these current world events place on rental companies nationwide prevent us from allowing any exceptions to our cancellation policies. Please keep in mind, we are more than willing to work through any rescheduling requests to preserve existing orders. No refunds for early returns within the first rental period.  All rental items are subject to availability at time of order confirmation.			
		Sub Total:	\$3,117.20
		Shipping:	\$ .00
		Tax (0%):	\$ .00
		Total (USD):	\$3,117.20

This quote is valid until 12/29/2022 12:00:00 PM Eastern

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



rentacomputer.com

Your Dedicated Account Rep  
Brian Kubala  
513-318-9340  
bkubala@rentacomputer.com  
www.rentacomputer.com

### Rental Proposal

Quote Date: 9/30/2022

Quote #: 1838348

#### Reservation Procedure

Please review the configuration and pricing for accuracy. To confirm your order, please sign each page of the proposal and the Master Equipment Rental Agreement and return the proposal by email or by fax.

#### Cancellation Policy

100% cancellation fee for all orders refused at delivery/cancelled same day (no refunds for early returns within the first rental period). 50% cancellation fee for orders cancelled within 24-48 hours of scheduled delivery date. 25% cancellation fee will apply if order is cancelled after reservations. (Shipped orders refer to date shipped as delivery date.)

#### Proposal Acceptance

Renewals: This contract will renew automatically until the equipment is returned. Risk: Customer assumes all risk of loss or damage to the equipment. Damage Insurance: For \$235.20 risk will be limited as described in the Master Equipment Rental Agreement.

Yes, I would like Damage Insurance

No, I do not want Damage Insurance and assume all risks.

#### Billing Information

Type: MasterCard Visa Discover Amer Ex.

Name on Card: \_\_\_\_\_

Address: \_\_\_\_\_

Card #: \_\_\_\_\_

CVV Code: \_\_\_\_\_

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

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By signing above you agree to the entire proposal and terms of your Master Equipment Rental Agreement.

CFR Inc. dba Rentacomputer.com - Master Equipment Rental Agreement: The rental of equipment described on all Rental Proposals which refer to this Agreement shall be governed by this Agreement.

**OWNERSHIP**

All equipment including accessories and software rented by customer (Lessee) is and shall remain CFR's property. Lessee shall not remove, alter or efface any stencil, plate, label or other indication of CFR's ownership. Lessee shall have no rights or property interest in the equipment other than as set forth in this Agreement.

**EQUIPMENT UPGRADES**

Unless otherwise noted on quote and invoice, all equipment details are minimum specifications. CFR reserves the right to upgrade equipment as necessary to fulfill orders at no cost to the Client. Client is liable for the value of the equipment delivered.

**RENT**

Lessee shall pay the rent indicated in on all executed Rental Proposals, by the date indicated. Late charges may apply if Agreement is not met. Lessee understands that any credit card number on record with CFR may be debited for any overdue or unpaid invoices or for damages occurring to equipment during rental.

**RENTAL PERIOD**

For orders that are hand-delivered the rental period begins on the date of delivery and ends the date of pick up. For shipped orders the rental period begins on the date of delivery by shipping carrier and ends the date of pick up.

**ADJUSTMENTS**

Rental rates are based on the length of the rental period indicated in the Rental Proposal. Rates will not be adjusted if the Lessee terminates this Agreement prior to the expiration of the term indicated nor is CFR required to credit or prorate any rental fees if equipment is returned early.

**USE & STORAGE**

Lessee is responsible for providing safeguards against damage, loss or theft. Lessee shall not permit the equipment to be used in connection with any activity, legal or illegal, which could result in

confiscation, attachment or removal of equipment by any authorities.

**RETURN OF EQUIPMENT**

For orders to be picked up by CFR, Lessee shall make all equipment available at the location, date and time indicated on executed Rental Proposal. For orders to be shipped, Lessee shall ship equipment back by date and time indicated on executed Rental Proposal and provide CFR a tracking number for said shipment.

**LIABILITY RISKS**

Lessee agrees to keep the equipment fully insured during the entire rental period by an all-risk policy. Lessee is responsible for all equipment damages and losses from the period of pickup by the carrier in case of shipment by common or contract carrier, or at the time of local delivery and setup by CFR Inc. staff until the period of pickup or return. CFR is not obligated to deliver or release any equipment until Lessee has provided satisfactory evidence of insurance coverage.

**DAMAGE PROTECTION PLAN**

Optionally, CFR will relieve Lessee of obligation under the above LIABILITY RISKS clause (excluding theft, misuse, or abuse) with the acceptance and purchase of a Damage Protection Plan. If available, the cost of this plan will be included on your quote. There is a deductible of twenty percent (20%) the replacement/repair cost at the time equipment is reported damaged or returned to CFR and noted as damaged. Damage insurance must appear on quote and invoice along with equipment rental and cannot be purchased after delivery of equipment.

**REPAIRS & SERVICE**

Lessee is required and shall promptly notify CFR of any malfunction of the equipment. Repair or replacement will be made within forty eight (48) hours at the cost of CFR. Lessee shall bear the cost of service and repairs

made necessary by Lessee's fault or negligence.

**LIABILITIES NOT ASSUMED**

We will not be liable for misdelivery, nondelivery, misinformation, or failure to provide information in connection with any delivery or shipment caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.

**LIMITATION OF LIABILITY**

Lessee agrees to limit CFR's liability arising out of or in connection with this Agreement to no more than the aggregate amount paid for all rental fees paid under this Agreement.

**DEFAULT**

If Lessee breaches any part of this Agreement or if equipment is, in the opinion of CFR, in danger of being confiscated or damaged, CFR may terminate this Agreement. CFR will be entitled to repossess the equipment without notice to Lessee and without liability for any injuries or loss suffered by Lessee due to such repossession. Lessee grants authorization of judgment awarding CFR immediate possession of its equipment and acknowledges permission to Lessee's landlord to allow CFR access to the equipment. Lessee will pay CFR all rental amounts for the entire rental term. Lessee will be liable for all reasonable damages, costs and expenses which CFR has sustained, including, but not limited to, reasonable attorney's fees and other costs of collection.

**UNDERWRITING**

CFR will not be obligated to deliver or release any equipment unless and until Lessee's account is approved by CFR's Underwriting Department. Approval could be dependent on business application

and other factors. CFR reserves the right to deny service for any reason not explicitly prohibited by law.

**GOVERNING LAW**

This agreement shall be interpreted under and governed by the laws of the State of Texas. Legal jurisdiction for any problem arising out of this contract is the City of Beaumont, County of Jefferson, State of Texas.

**TAXES**

Lessee understands and agrees that Lessee will be responsible for payment of all taxes related to this transaction, including, but not limited to any and all local sales, use and personal property taxes levied now or in the future.

**ENTIRE AGREEMENT**

This Agreement and any Rental Proposal(s) constitute the entire agreement and understanding between Lessee and CFR. If any difference in terms exists between this Agreement and any Rental Proposal than the terms on the Rental Proposal shall supersede the terms outlined in this Agreement. Any other changes or modifications must be made to and agreed upon in writing.

**DISPUTES**

Any disputes arising out of or relating to this agreement or the breach thereof by either party shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final, and judgment thereon may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration laws. Submission of a claim or dispute to arbitration shall not be a waiver of or limitation on any rights or remedies of CFR provided for in this agreement or otherwise available by law.

Company Name: \_\_\_\_\_

Authorized By (Print Name): \_\_\_\_\_

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

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

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	67.50	501889	67.50**
ROAD & BRIDGE PCT.#1			
ENTERGY	648.50	501760	648.50**
ROAD & BRIDGE PCT.#2			
RITTER @ HOME	343.32	501779	
SMART'S TRUCK & TRAILER, INC.	265.18	501785	
S.E. TEXAS BUILDING SERVICE	346.66	501786	
AT&T	143.76	501792	
TAC - TEXAS ASSN. OF COUNTIES	350.00	501794	
MOTOROLA SOLUTIONS INC	3,899.07	501798	
BUMPER TO BUMPER	470.88	501839	
MUNRO'S UNIFORM SERVICES, LLC	20.00	501935	
AMAZON.COM SERVICES LLC	966.09	501941	6,804.96**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	1,353.17	501738	
CITY OF PORT ARTHUR - WATER DEPT.	43.94	501744	
COASTAL WELDING SUPPLY INC	215.22	501746	
DELL MARKETING L.P.	1,637.54	501747	
FARM & HOME SUPPLY	13.71	501755	
LOWE'S HOME CENTERS, INC.	501.51	501829	
TEXAS GAS SERVICE	192.15	501833	
CENTERPOINT ENERGY RESOURCES CORP	45.83	501841	
WINDSTREAM	48.46	501846	
NORTHERN TOOL AND EQUIPMENT	183.93	501867	
ASCO	82.35	501876	
A-1 MAIDA FENCE COMPANY	800.00	501888	
SMITTY'S HAMSHIRE GULF	7.00	501891	
RICHARD SAVANT	4,464.65	501916	
ODP BUSINESS SOLUTIONS, LLC	441.23	501934	
MUNRO'S UNIFORM SERVICES, LLC	23.95	501935	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	486.56	501937	10,541.20**
ROAD & BRIDGE PCT.#4			
M&D SUPPLY	467.87	501769	
SANITARY SUPPLY, INC.	856.33	501781	
SOUTHEAST TEXAS WATER	54.45	501787	
AT&T	101.54	501792	
NATALIE ROBERTS	4.80	501853	
LIBERTY TIRE RECYCLING LLC	1,889.42	501857	
ALL TERRAIN EQUIPMENT CO	269.99	501897	
O'REILLY AUTO PARTS	451.06	501905	
GULF COAST	380.61	501910	
ODP BUSINESS SOLUTIONS, LLC	561.82	501934	
MUNRO'S UNIFORM SERVICES, LLC	100.00	501935	5,137.89**
ENGINEERING FUND			
ESRI - ENVIRONMENTAL SYSTEMS	3,748.35	501730	
VERIZON WIRELESS	125.66	501818	
LINDA CATHEY	50.00	501932	3,924.01**
PARKS & RECREATION			
ENTERGY	1,706.49	501760	
LOWE'S HOME CENTERS, INC.	414.17	501829	
BRAUD VAUGHN & WILLIAMSON INSURANCE	3,135.16	501843	
AMAZON.COM SERVICES LLC	334.95	501941	5,590.77**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	41.06	501783	
UNITED STATES POSTAL SERVICE	298.41	501824	

NAME	AMOUNT	CHECK NO.	TOTAL
WORLD DATA CORPORATION	330.00	501881	
J D POWER	1,140.00	501921	
ODP BUSINESS SOLUTIONS, LLC	1,829.59	501934	3,639.06*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	4.42	501824	4.42*
AUDITOR'S OFFICE			
FED EX	9.01	501756	
UNITED STATES POSTAL SERVICE	20.64	501824	29.65*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	338.06	501824	
FUNCTION 4 LLC	340.00	501893	678.06*
COUNTY JUDGE			
CAYLA CALAMIA	2,400.00	501742	
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	501770	
ANITA F. PROVO	500.00	501776	
CHARLES ROJAS	500.00	501802	
UNITED STATES POSTAL SERVICE	.98	501824	
JERRY JOHN BRAGG	500.00	501861	
KENT W JOHNS	500.00	501866	
BRITTANIE HOLMES	500.00	501873	
THE SCHLETT LAW FIRM, PLLC	500.00	501923	5,900.98*
RISK MANAGEMENT			
CASH ADVANCE ACCOUNT	213.00	501767	
CDW COMPUTER CENTERS, INC.	824.92	501800	
UNITED STATES POSTAL SERVICE	1.96	501824	1,039.88*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	148.28	501824	148.28*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	796.90	501751	
THE EXAMINER	192.50	501753	
PORT ARTHUR NEWS, INC.	229.16	501773	
PORT ARTHUR NEWS, INC.	174.00	501774	
UNITED STATES POSTAL SERVICE	95.28	501824	1,487.84*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	501731	
B&L MAIL PRESORT SERVICE	882.46	501736	
LJA ENGINEERING INC	781.75	501870	
CHARTER COMMUNICATIONS	2,442.76	501929	4,131.97*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	132.80	501800	
TODD L. FREDERICK	293.13	501826	
SKYHELM LLC	5,650.40	501901	
STEEPMEADOW SOLUTIONS, LLC	8,408.76	501928	
ODP BUSINESS SOLUTIONS, LLC	73.94	501934	
AMAZON.COM SERVICES LLC	109.99	501941	14,669.02*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	411.84	501824	
ODP BUSINESS SOLUTIONS, LLC	239.69	501934	651.53*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	144.21	501824	
SOE SOFTWARE CORPORATION	11,700.00	501858	

NAME	AMOUNT	CHECK NO.	TOTAL
ZION HILL MISSIONARY BAPTIST CHURCH	650.00	501914	12,494.21*
DISTRICT ATTORNEY			
ALISA RAUMAKER, CSR	41.50	501735	676.39*
UNITED STATES POSTAL SERVICE	96.98	501824	
THOMSON REUTERS-WEST	466.91	501878	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	501886	
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	609.91	501824	2,928.70*
KOFILE TECHNOLOGIES INC	1,522.84	501868	
ODP BUSINESS SOLUTIONS, LLC	274.62	501934	
AMAZON.COM SERVICES LLC	521.33	501941	
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	600.00	501732	1,326.00*
ADA V. CHRISTY, CSR	726.00	501832	
136TH DISTRICT COURT			
LEXIS-NEXIS	172.00	501825	172.00*
172ND DISTRICT COURT			
AMAZON.COM SERVICES LLC	99.99	501941	99.99*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	800.00	501741	3,196.96*
EDWARD B. GRIPON, M.D., P.A.	595.00	501759	
WENDELL RADFORD	900.00	501777	
UNITED STATES POSTAL SERVICE	1.96	501824	
WILLIAM MARCUS WILKERSON	900.00	501874	
279TH DISTRICT COURT			
THOMAS J. BURBANK PC	325.00	501741	4,333.80*
NATHAN REYNOLDS, JR.	330.00	501778	
SOUTHEAST TEXAS WATER	15.80	501788	
JOEL WEBB VAZQUEZ	330.00	501838	
REAUD MORGAN & QUINN LLP	330.00	501854	
BRITTANIE HOLMES	330.00	501873	
WILLIAM FORD DISHMAN	220.00	501879	
MATUSKA LAW FIRM	220.00	501882	
THE PARDUE LAW FIRM, PLLC	1,188.00	501918	
ALICIA K HALL PLLC	825.00	501920	
SHELANDER LAW OFFICE	220.00	501926	
317TH DISTRICT COURT			
MARVA PROVO	1,500.00	501775	2,302.54*
UNITED STATES POSTAL SERVICE	12.54	501824	
BRITTANIE HOLMES	750.00	501873	
THE PARDUE LAW FIRM, PLLC	40.00	501918	
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	34.62	501824	34.62*
JUSTICE COURT-PCT 1 PL 2			
CASH ADVANCE ACCOUNT	341.75	501767	375.63*
UNITED STATES POSTAL SERVICE	33.88	501824	
JUSTICE COURT-PCT 4			
AT&T	101.54	501793	101.54*
JUSTICE COURT-PCT 6			



NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	62.45	501824	62.45*
JUSTICE COURT-PCT 7			
CASH ADVANCE ACCOUNT	317.00	501767	317.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.93	501824	
KELLEY BURNS	34.00	501938	37.93*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX	300.00	501740	
THOMAS J. BURBANK PC	250.00	501741	
NATHAN REYNOLDS, JR.	500.00	501778	
JOHN D WEST	250.00	501804	
UNITED STATES POSTAL SERVICE	4.91	501824	
JOEL WEBB VAZQUEZ	250.00	501838	
MATUSKA LAW FIRM	400.00	501882	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	501924	2,354.91*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	500.00	501732	
THOMAS J. BURBANK PC	300.00	501741	
A. MARK FAGGARD	650.00	501754	
NATHAN REYNOLDS, JR.	550.00	501778	
LANGSTON ADAMS	300.00	501831	
JOEL WEBB VAZQUEZ	900.00	501838	
JARED GILTHORPE	250.00	501883	
THE SAMUEL FIRM, PLLC	250.00	501907	
LAW OFFICE OF GILES R COLE & ASSOC	900.00	501924	4,600.00*
COURT MASTER			
KENT W JOHNS	500.00	501866	
BUDDIE J HAHN	2,507.92	501912	3,007.92*
MEDIATION CENTER			
MARKET BASKET	309.71	501771	
UNITED STATES POSTAL SERVICE	3.44	501824	313.15*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	196.00	501752	
FED EX	126.72	501757	
CASH ADVANCE ACCOUNT	386.60	501767	
SAM'S WESTERN WEAR, INC.	280.86	501780	
AT&T	175.08	501792	
UNITED STATES POSTAL SERVICE	1,063.99	501824	
ODP BUSINESS SOLUTIONS, LLC	878.01	501934	3,107.26*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	299.20	501734	
FED EX	46.42	501758	
IACT	50.00	501763	
BROWNELLS, INC.	21.49	501797	
COTTON CARGO	246.90	501908	
AMAZON.COM SERVICES LLC	158.00	501941	822.01*
JAIL - NO. 2			
JOHNSTONE SUPPLY	15.63	501733	
BOB BARKER CO., INC.	2,484.30	501737	
BEAUMONT TRACTOR COMPANY	11.98	501738	
CITY OF BEAUMONT - WATER DEPT.	16.00	501743	
COASTAL WELDING SUPPLY INC	96.00	501746	
DYNAMIC POWER SYSTEM, INC.	944.05	501748	
ECOLAB	598.66	501749	
HERTZ CORPORATION	385.98	501762	

NAME	AMOUNT	CHECK NO.	TOTAL
JACK BROOKS REGIONAL AIRPORT	1,416.73	501765	
KIRKSEY'S SPRINT PRINTING	24.95	501768	
M&D SUPPLY	48.08	501769	
OVERHEAD DOOR CO.	4,467.82	501772	
SHERWIN-WILLIAMS	111.79	501784	
AT&T	1,448.05	501792	
WHOLESALE ELECTRIC SUPPLY CO.	39.96	501796	
LOWE'S HOME CENTERS, INC.	11.29	501829	
NORTH SHORE SUPPLY COMPANY	1,290.00	501836	
INTERCONTINENTAL JET CORP	2,352.00	501840	
TRONEX INTERNATIONAL INC	2,775.50	501850	
WORLD FUEL SERVICES	966.15	501860	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,200.99	501871	
SAM'S CLUB DIRECT	518.82	501872	
FLIGHT SUITS DBA GIBSON & BARNES	300.00	501875	
CINTAS CORPORATION	606.21	501890	
CORRHEALTH PLLC	56,864.13	501902	
MOORE-ALL TEX SUPPLY	1,699.30	501904	
LASALLE CORRECTIONS VI LLC	116,250.00	501906	
TRINITY SERVICES GROUP INC	56,414.75	501909	
ODP BUSINESS SOLUTIONS, LLC	315.31	501934	
MCCOWN PAINT & SUPPLY	220.00	501942	
PHASE II MACHINE AND TOOL INC	695.20	501943	
			254,589.63*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	18.26	501824	18.26*
JUVENILE DETENTION HOME			
BEN E KEITH COMPANY	3,177.38	501837	
VANSHECA SANDERS-CHEVIS	400.00	501848	
ATTABOY TERMITE & PEST CONTROL	77.10	501859	
FLOWERS BAKING COMPANY OF HOUSTON	58.68	501936	3,713.16*
CONSTABLE PCT 1			
TEXAS STATE UNIVERSITY SAN MARS	945.00	501789	
UNITED STATES POSTAL SERVICE	57.31	501824	1,002.31*
CONSTABLE-PCT 2			
TEXAS STATE UNIVERSITY SAN MARS	315.00	501790	
COTTON CARGO	120.00	501908	435.00*
CONSTABLE-PCT 4			
AT&T	50.77	501792	50.77*
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	903.05	501767	
UNITED STATES POSTAL SERVICE	15.71	501824	
TND WORKWEAR CO LLC	73.95	501894	992.71*
CONSTABLE PCT. 8			
TEXAS STATE UNIVERSITY SAN MARS	315.00	501791	315.00*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	1,500.00	501745	
ENERGY	70.00	501761	
MCKESSON MEDICAL-SURGICAL INC	9.40	501801	
CLAYBAR HAVEN OF REST	2,480.00	501821	
CLAYBAR HAVEN OF REST	1,240.00	501822	
UNITED STATES POSTAL SERVICE	80.20	501824	
RACHEL DRAGULSKI	106.95	501830	
BONNIE SWAIN	106.95	501863	5,593.50*
HEALTH AND WELFARE NO. 2			
CLAYBAR HAVEN OF REST	2,480.00	501822	

NAME	AMOUNT	CHECK NO.	TOTAL
TOCCARA JOHNSON	200.00	501903	
LISA WASHINGTON	166.25	501940	
NURSE PRACTITIONER			2,846.25*
ODP BUSINESS SOLUTIONS, LLC	413.70	501934	
CHILD WELFARE UNIT			413.70*
BEAUMONT OCCUPATIONAL SERVICE, INC.	1,555.65	501827	
J.C. PENNEY'S	1,564.26	501828	
ROSS DRESS FOR LESS, INC.	1,249.37	501847	
ENVIRONMENTAL CONTROL			4,369.28*
NATIONAL ENVIRONMENTAL HEALTH ASSOC	100.00	501927	
INDIGENT MEDICAL SERVICES			100.00*
DUVALL'S RV LLC	46.48	501899	
MAINTENANCE-BEAUMONT			46.48*
ACE IMAGEWEAR	218.02	501783	
S.E. TEXAS BUILDING SERVICE	25,381.80	501786	
AT&T GLOBAL SERVICES	5,475.82	501834	
ATTABOY TERMITE & PEST CONTROL	184.40	501859	
EMERGENCY POWER SERVICE	1,643.20	501869	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	99.80	501887	
FLOOR CARE & INTERIOR	1,548.00	501896	
ADVANTAGE INTERESTS INC	450.00	501898	
MAINTENANCE-PORT ARTHUR			35,001.04*
ENTERGY	5,298.75	501760	
SANITARY SUPPLY, INC.	732.50	501781	
S.E. TEXAS BUILDING SERVICE	8,774.98	501786	
HOWARD'S AUTO SUPPLY	97.57	501799	
LOWE'S HOME CENTERS, INC.	386.47	501829	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	155.96	501856	
VECTOR SECURITY	134.85	501895	
FASTSIGNS -NEDERLAND/PORT ARTHUR	105.60	501911	
WES VICE HARDWOODS & SUPPLY INC	294.90	501915	
ODP BUSINESS SOLUTIONS, LLC	146.72	501934	
PARKER'S BUILDING SUPPLY	86.15	501939	
MAINTENANCE-MID COUNTY			16,214.45*
RITTER @ HOME	45.98	501779	
SANITARY SUPPLY, INC.	74.58	501781	
ACE IMAGEWEAR	77.48	501783	
S.E. TEXAS BUILDING SERVICE	4,341.67	501786	
W. JEFFERSON COUNTY M.W.D.	28.77	501795	
CHARTER COMMUNICATIONS	49.83	501931	
SERVICE CENTER			4,618.31*
AT&T	87.54	501792	
JEFFERSON CTY. TAX OFFICE	24.25	501805	
JEFFERSON CTY. TAX OFFICE	7.50	501806	
JEFFERSON CTY. TAX OFFICE	7.50	501807	
JEFFERSON CTY. TAX OFFICE	7.50	501808	
JEFFERSON CTY. TAX OFFICE	7.50	501809	
JEFFERSON CTY. TAX OFFICE	7.50	501810	
JEFFERSON CTY. TAX OFFICE	7.50	501811	
JEFFERSON CTY. TAX OFFICE	7.50	501812	
JEFFERSON CTY. TAX OFFICE	7.50	501813	
JEFFERSON CTY. TAX OFFICE	7.50	501814	
JEFFERSON CTY. TAX OFFICE	7.50	501815	
JEFFERSON CTY. TAX OFFICE	7.50	501816	
JEFFERSON CTY. TAX OFFICE	7.50	501817	
VOYAGER FLEET SYSTEM, INC.	21,997.82	501835	
VETERANS SERVICE			22,199.61*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2.40	501824	2.40*
MOSQUITO CONTROL FUND			427,567.56**
EASTEX RUBBER & GASKET	314.61	501750	
JACK BROOKS REGIONAL AIRPORT	127.92	501765	
ACE IMAGEWEAR	124.06	501783	
ES OPCO USA LLC	156,785.42	501919	
ODP BUSINESS SOLUTIONS, LLC	129.18	501934	157,481.19**
BREATH ALCOHOL TESTING			
IACT	100.00	501763	100.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	43.95	501788	43.95**
JUVENILE PROB & DET. FUND			
JEFFERSON CTY. DISTRICT CLERK	300.00	501766	
VERIZON WIRELESS	65.10	501819	365.10**
IV-E FOSTER CARE			
BEAUMONT TROPHIES	147.20	501739	147.20**
GRANT A STATE AID			
BI INCORPORATED	352.00	501803	
GRAYSON COUNTY DEPT OF JUVENILE	7,800.00	501885	
RITE OF PASSAGE	5,930.70	501917	14,082.70**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	112.60	501824	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	501851	
JCCSC	15.00	501864	
CHARTER COMMUNICATIONS	121.39	501930	7,213.99**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	19.11	501769	19.11**
SHERIFF'S TRAINING GRANT			
ENTERPRISE RENT A CAR COMPANY	716.00	501884	716.00**
COUNTY CLERK - RECORD MGT			
FILEX SYSTEMS, INC.	345.00	501865	345.00**
COUNTY RECORDS MANAGEMENT			
FRIENDS OF THE TEXAS HISTORICAL	375.00	501862	375.00**
CONST. PCT 1 EDUCATION			
TEXAS STATE UNIVERSITY SAN MARS	315.00	501789	315.00**
CONST. PCT. 8 EDUCATION			
TEXAS STATE UNIVERSITY SAN MARS	315.00	501791	315.00**
HOTEL OCCUPANCY TAX FUND			
UNITED STATES POSTAL SERVICE	11.81	501824	
DISH NETWORK	133.37	501849	
MATERA PAPER COMPANY INC	66.40	501877	
CINTAS CORPORATION	137.80	501890	
TEXAS TRAVEL ALLIANCE	889.00	501922	
CHAPMAN VENDING	81.73	501925	

NAME	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC	367.19	501934	1,687.30**
AIRPORT FUND			
AT&T	428.58	501792	
UNITED STATES POSTAL SERVICE	.98	501824	429.56**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	25,510.59	501844	
RELIANCE STANDARD LIFE INSURANCE	6,219.06	501845	
EXPRESS SCRIPTS INC	176,186.73	501900	
UNITED HEALTHCARE SERVICES INC	986.48	501913	208,902.86**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	2,566.06	501842	2,566.06**
SHERIFF'S FORFEITURE FUND			
VIGILANT SOLUTIONS LLC	4,550.00	501892	4,550.00**
ARPA CORONAVIRUS RECOVERY			
FIRETROL PROTECTION SYSTEMS, INC.	74,945.00	501855	
SILSBEE FORD INC	35,027.60	501880	109,972.60**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,899.87	501852	1,899.87**
DISTRICT CRT RECORDS TECH			
KOFILE TECHNOLOGIES INC	4,500.00	501868	4,500.00**
MARINE DIVISION			
ENTERGY	772.59	501760	
INTERSTATE BATTERIES OF BEAUMONT/PA	39.99	501764	
JACK BROOKS REGIONAL AIRPORT	1,418.12	501765	
SETZER HARDWARE, INC.	25.52	501782	
AT&T	107.40	501792	
VERIZON WIRELESS	75.98	501820	
INTERCONTINENTAL JET CORP	278.00	501840	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	14.37	501937	2,731.97**
SHERIFF - COMMISSARY			
ODP BUSINESS SOLUTIONS, LLC	209.90	501934	209.90**
			979,251.75***

**COUNTY JUDGES AND COMMISSIONERS  
ASSOCIATION OF TEXAS**  
County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2022 - 12/31/2022

Hon. Vernon Pierce  
Commissioner  
Jefferson County  
1149 Pearl St Fl 4  
Beaumont, TX 77701  
Phone: (409) 835-8442  
Fax: (409) 835-8628

ID:  
255853  
Term:  
1/1/2021 - 12/31/2024

Date	Description	Earned Hours
1/1/2022	Excess hours carried from 2021	8.00
8/26/2022	2022 Legislative Conference	8.00
<b>Total Hours Earned: 16.00</b>		

**You have met your 2022 Commissioner Statutory Continuing Education requirement.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 10/6/2022

If this report does not agree with your records, please call  
Administrative Assistant at (512) 482-0701 or (800) 733-  
0699 or [cjca@allison-bass.com](mailto:cjca@allison-bass.com)

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY  
AND COASTAL CAVERNS 1, L.P. FOR PROPERTY LOCATED  
IN THE COASTAL CAVERNS REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Coastal Caverns 1, L.P. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on October 16, 2017 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on Phases 1-5 of new facilities (the "Project") to be constructed by OWNER, in the **Coastal Caverns Reinvestment Zone** which was originally adopted by Jefferson County on the 16th day of October, 2017.
2. Coastal Caverns 1, L.P. was the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has advised that it has been merged, According to a Plan of Merger, (attached hereto and incorporated herein) with Energy Transfer Spindletop LLC. According to this plan of merger the surviving entity, Energy Transfer Spindletop LLC. will assume all assets, contractual rights, privileges and obligations of Coastal Caverns L.P.
3. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Abatement Agreements with respect to the tax abatement reside with and are the property of the owner of the Project.
4. Coastal Caverns L.P. and Energy Transfer Spindletop LLC are requesting that the abatement agreements for each of the five phases be amended, pursuant to Chapter 312.401 et seq. to reflect this merger and

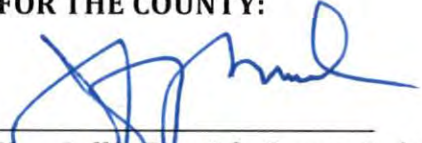
**Terms of the Abatement Agreements**

Energy Transfer Spindletop LLC acknowledges that it will be bound to comply with all terms specifically outlined in the specific individual Agreement for Phases 1-5 With respect to creating and retaining new full-time jobs and retaining pre-existing full-time jobs, attracting and certifying the use of local labor and contractors, certifying that the investments for each phase are fulfilled, and certifying completion of the projects.

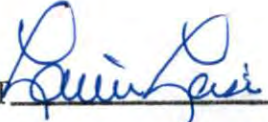
6. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and that jurisdiction of any disputes will remain subject to Texas law in a court of competent jurisdiction in Jefferson County, Texas..

Signed this 20<sup>th</sup> day of SEPTEMBER, 2022.

**FOR THE COUNTY:**


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

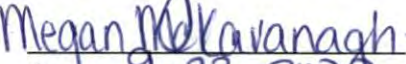


ATTEST   
DATE December 20, 2023

**FOR THE OWNER:**

**Energy Transfer Spindletop LLC**

By: 

 - Director Property Tax  
Date: 9-23-2020





# 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 20 day of December, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, Joy Lovelace, has devoted 16 years of her life to the service of the taxpaying citizens of Jefferson County; and,

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

WHEREAS, Joy Lovelace served admirably in the position as Deputy Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, Joy Lovelace dedicated her talents and services to the sometimes overwhelming task of collecting motor vehicle sales tax and license fees through the licensing and titling of motor vehicles. She also used her talent collecting property taxes and many other activities necessary for the daily functioning of the County Tax Office;

WHEREAS, Joy Lovelace has been the caregiver for all the clerks at the Mid County office, when she saw the need. She made protective facemasks and privacy covers for all the employees during the height of COVID season. She made holiday costumes and decorations so the office would be festive through the year. She was the provider of many deserts and treats just to keep the office happy. She has a humble/unselfish attitude that will be missed by her co-workers and taxpayers.

NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend Joy Lovelace for her dedicated service of Jefferson County and wishes her well in her retirement.

SIGNED this 20 day of December, 2022.

\_\_\_\_\_  
JEFF BRANICK  
County Judge

Vernon Pierce  
VERNON PIERCE  
Commissioner, Pct. #1

Michael Sinegal  
MICHAEL SINEGAL  
Commissioner, Pct. #3

Darrell Bush  
DARRELL BUSH  
Commissioner, Pct. #2

\_\_\_\_\_  
EVERETTE D. ALFRED  
Commissioner, Pct. #4







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

Charlie Hallmark  
 County Treasurer  
 1149 Pearl Street – Basement  
 Beaumont, Texas 77701

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

December 14, 2022

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

Gentlemen:

Enclosed is the Investment Schedule as of November 30th, 2022, including interest earnings.

The 90 day Treasury discount rate on November 30th, 2022 was 4.27% and the interest on your checking accounts for the month of November was 3.81%

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

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

This should be on the agenda for December 20th, 2022, to be received and filed.

Sincerely,

Charlie Hallmark CIO  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for November, 2022, including the year to date total earnings on County funds.







FISCAL YEAR 2022-2023					
YIELD TO MATURITY AND INTEREST EARNINGS					
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	4.060%	\$288,027.56	2.970%		
NOVEMBER	4.270%	\$354,039.86	3.810%		
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
<b>ANNUAL TOTALS</b>		<b>\$642,067.42</b>		<b>\$0.00</b>	<b>\$642,067.42</b>

# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

### Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

### Application

The permittee must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

### Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
  1. It is a common carrier; and
  2. It serves a public purpose; and
  3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

### Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

### Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

## **GENERAL PRINCIPLES**

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

### Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

## **SPECIFICATIONS**

### General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

### Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
  1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
  2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
  3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.



Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

**ROUTE MAP**

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Permit No. \_\_\_\_\_  
Precinct No. \_\_\_\_\_

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

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

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

\_\_\_\_\_, (Company) does hereby made application  
to use lands belonging to Jefferson County, for the purpose of constructing, maintaining  
or repairing a utility or common carrier pipeline for the distribution of  
\_\_\_\_\_, location of which is fully described as  
follows:

\_\_\_\_\_ pages of drawings attached.

Construction will begin on or after \_\_\_\_\_ 20\_\_\_\_

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

Company \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

## FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

Enclosed, please find the required application fee:

_____ road crossing @ \$100.00 _____		\$ _____
_____ miles parallel @ \$150.00/mile or fraction _____		\$ _____
TOTAL _____		\$ _____

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

### ENGINEERING ACTION FORM

The minimum standard bond required is \$N/A

Michelle Falgout   
 County Engineer

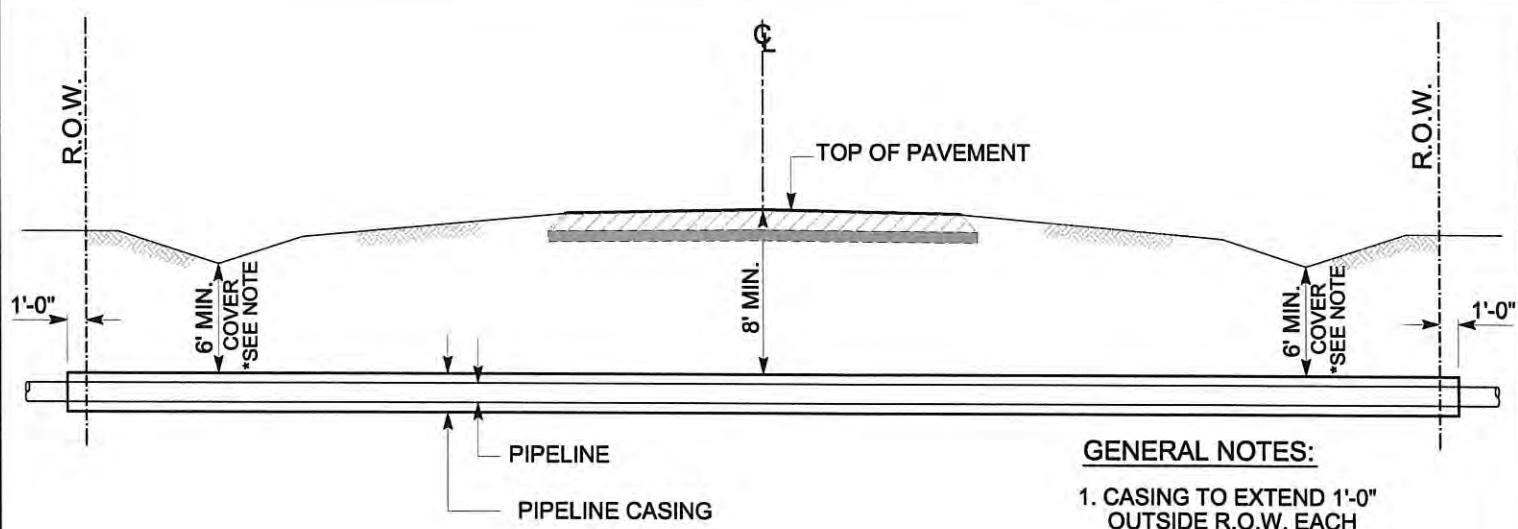
01/03/2023  
 Date

### COMMISSIONERS COURT ORDER

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

COMMISSIONERS COURT

By   
 County Judge

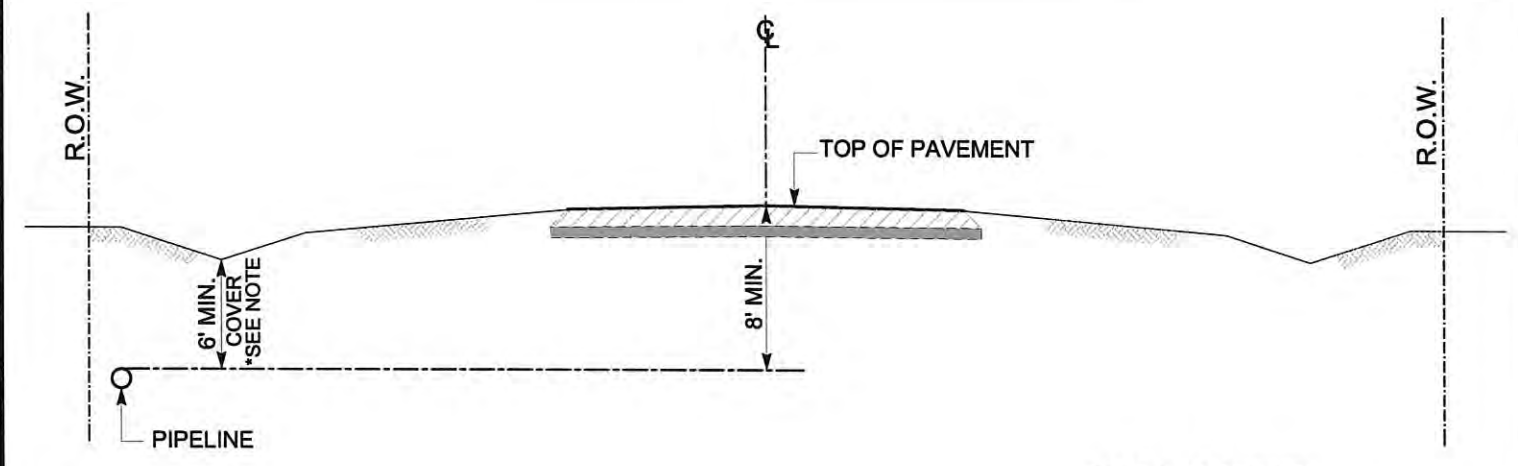


**GENERAL NOTES:**

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**1.) STANDARD PIPELINE CROSSING**

N.T.S



**GENERAL NOTES:**

1. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**2.) STANDARD PARALLEL LINE**

N.T.S



JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**PIPELINE DETAILS (STD)**

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

**NOTICE OF PROPOSED UTILITY LINE INSTALLATION  
ON JEFFERSON COUNTY, TEXAS RIGHTS OF WAYS  
FOR (A02GY9Z-BYERS-23395 BURRELL WINGATE RD)**

Date 12/8/2022

To: Jefferson County, Texas  
C/O: Ernest Clement,  
Engineering Specialist  
1149 Pearl Street, 5th Floor  
Beaumont, TX 77701  
Office: (409) 835-8584  
Via Email: [Ernest.Clement@jeffcotx.us](mailto:Ernest.Clement@jeffcotx.us)

This letter is to provide notice of proposed work for providing public utility of data communications in the rights of ways of affected streets in the County's jurisdiction. Please see the plan set attachment for consideration of no objection to proposed work included with this request. Notice is hereby given that AT&T Communications "Company" is proposing work that affects rights of ways of the following streets that can be described as follows:

FROM AN EXISTING HAND HOLE IN THE NORTH EAST R.O.W. OF BURRELL-WINGATE RD. 633 FEET NORTH OF THE CENTERLINE OF WHEAT LN. WITH COORDINATES OF 29°54'48.0"N & 94°14'22.9"W, AT&T PROPOSES TO PLACE FIBER OPTIC CABLE INSIDE 1.25" HDPE INNERDUCT CONDUIT AT A 36" MINIMUM DEPTH OF COVER, PARALLEL TO & OFFSET 3 FEET FROM THE NORTHEASTERN R.O.W. AND AFTER CROSSING KINDER MORGAN'S PIPELINE EASEMENT USING 2" GIP (GALVANIZED IRON PIPE) CONDUIT AT A 60" MINIMUM DEPTH OF COVER WITH 24" MINIMUM VERTICAL CLEARANCE FROM ALL EXISTING PIPELINES, TO CONTINUE DIRECTIONAL BORING USING 1.25" HDPE INNERDUCT CONDUIT AT A 36" MINIMUM DEPTH OF COVER, CROSSING KATY LN, PLACING A 24"X36"X24" HAND HOLE 103 FEET NORTH OF THE CENTERLINE OF KATY LN, CROSSING OLD FANNET RD, CROSSING WIGGINS RD, AND PLACING A SECOND 24"X36"X24" HAND HOLE 74 FEET NORTH OF THE CENTERLINE OF WIGGINS RD, AN PLACING A THIRD 24"X36"X24" HAND HOLE 1,033 FEET EAST OF THE CENTERLINE OF TX-124, BEFORE BORING SOUTH & CROSSING BURRELL-WINGATE RD AND EXITING THE SOUTHERN R.O.W. AND TERMINATING AT CUSTOMER PROPERTY LOCATED AT 23395 BURRELL-WINGATE RD IN BEAUMONT, TX 77705.

The location and description of proposed work and appurtenances is more fully shown by drawings attached to this notice, Note applicant's exemption from providing an engineer's seal to proposed plans, drawings and other documents per Occupations Code Title 6: <https://statutes.capitol.texas.gov/docs/oc/html/oc.1001.htm>

The line will be constructed and maintained on the street right-of-way as shown on the attached drawings and as directed by the County in accordance with governing laws.

Company acknowledges proper traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices required for adoption by the "Uniform Act Regulating Traffic on Highways" (V.A.C.S. Art. 6701d).

Proposed construction is requested to begin on or after the 31<sup>st</sup> day of December, 2022 or as soon as possible.

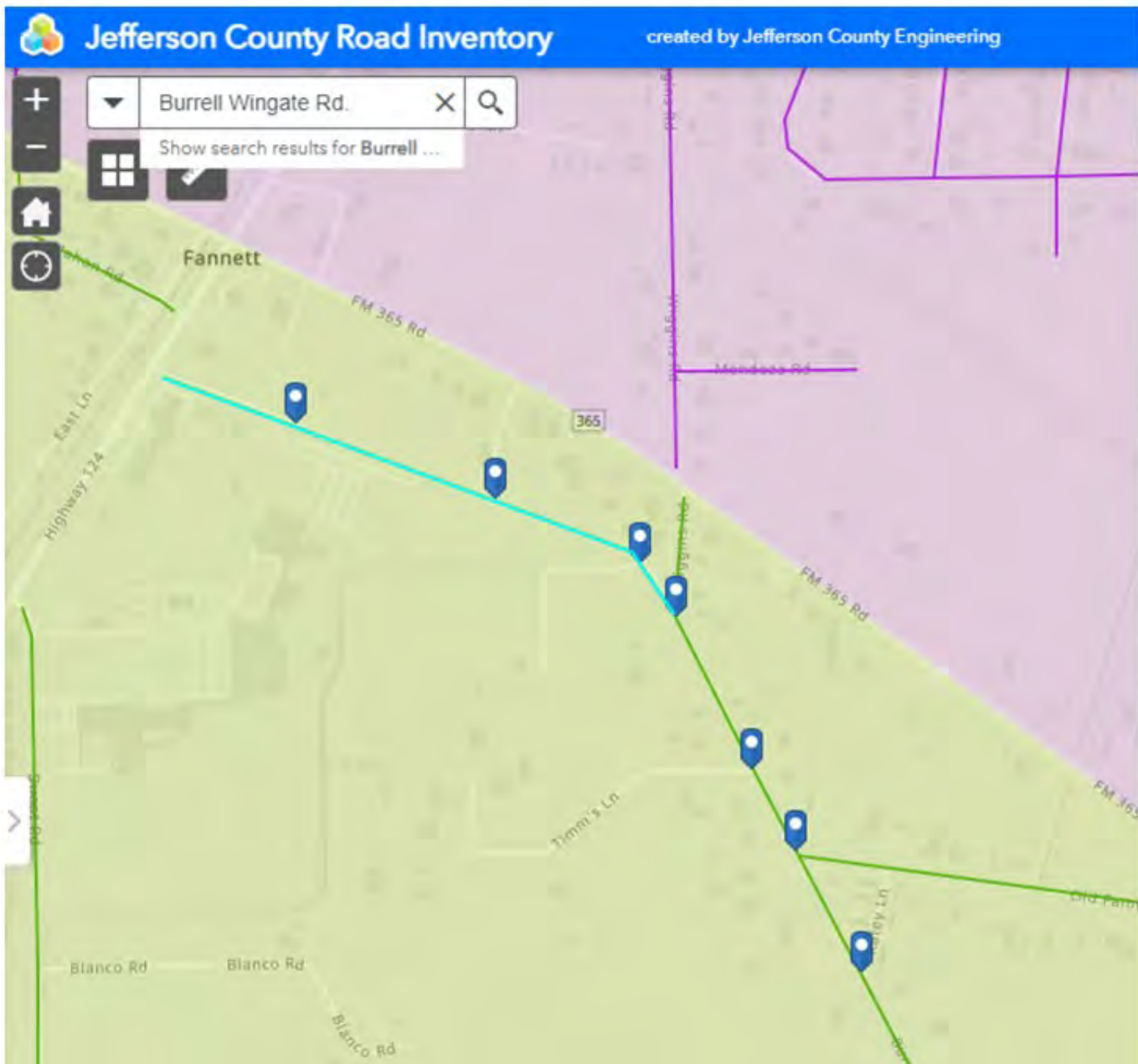
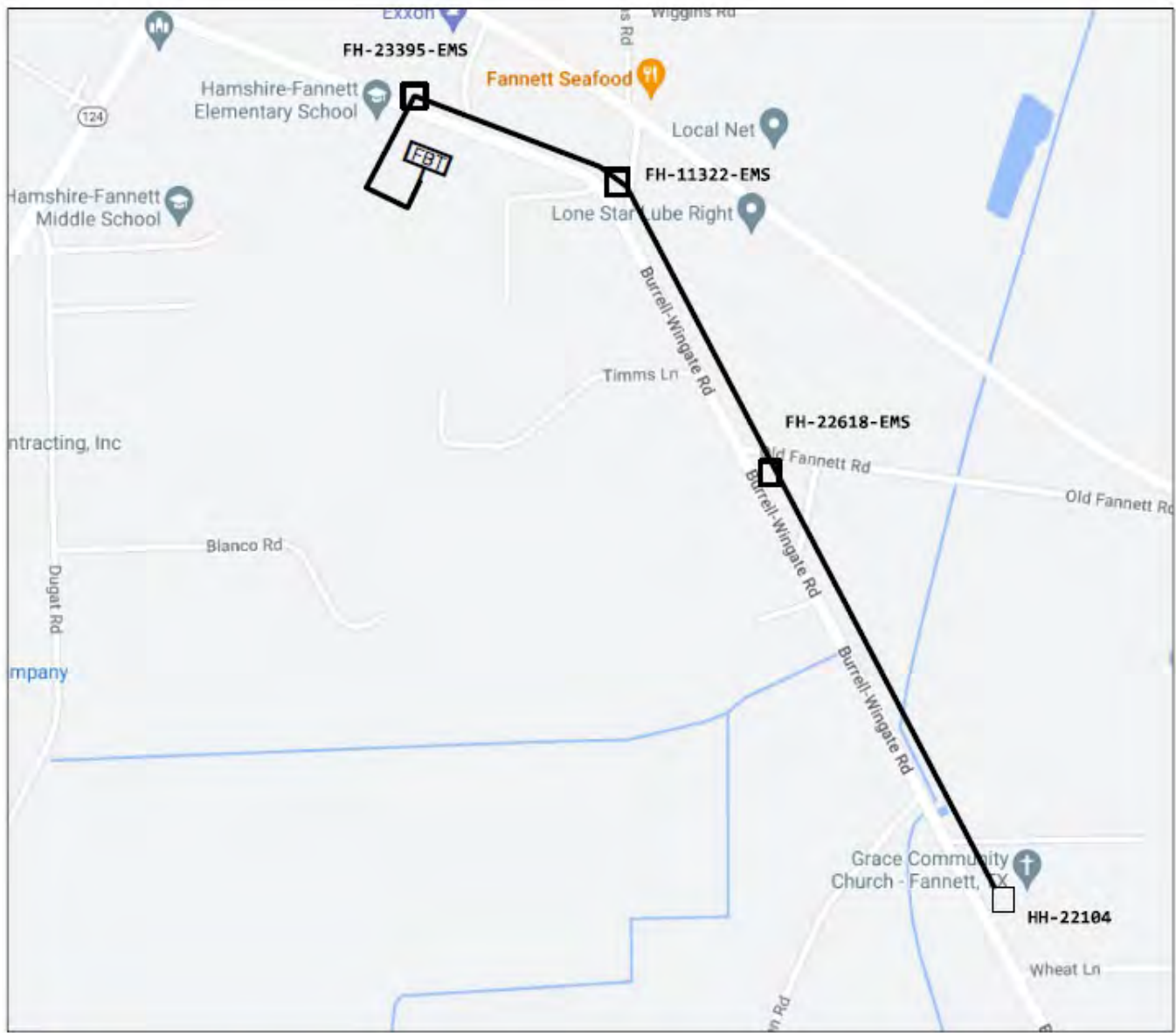
Firm: AT&T Communications Inc. C/O: Byers Engineering  
Requestor: Byers Engineering for AT&T Communications Inc.  
By: Samuel Cowen, Byers Engineering: Permit Coordinator

AT&T Communications Inc.  
208 South Akard Rm 1820, Dallas, TX 75202-4206  
(800) 246-8464 / (281) 374-3725

Byers Engineering  
13430 NW Freeway Ste 250 Houston TX 77040-6020  
(713) 574-2142 / [FTH\\_PERMITS@BYERS.COM](mailto:FTH_PERMITS@BYERS.COM)



WORK LOCATION MAP  
23395 BURRELL-WINGATE RD.  
SITE ID 1449231

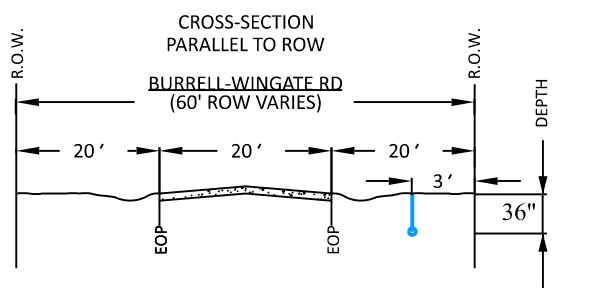




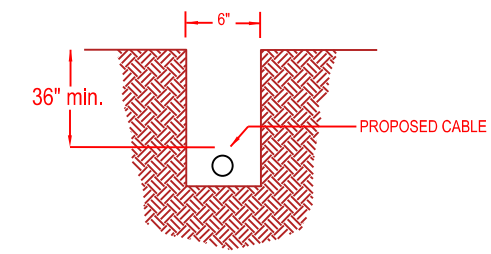
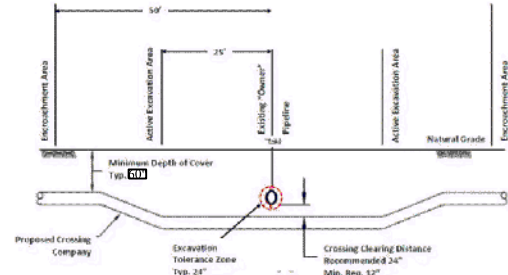
LOCATION MAP



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  7. MIN. DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 48" BELOW CROWN OF ROAD OR 36" BELOW ANY ROADSIDE DITCH.



**CROSS SECTION NOTES & SPECIFICATIONS**  
 1. CONDUITS SHALL BE 3 FEET FROM ROW LINE



- TYPICAL TRENCH DETAIL**
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  2. ALL HANDHOLES SHALL NOT BE PLACED IN DITCH.
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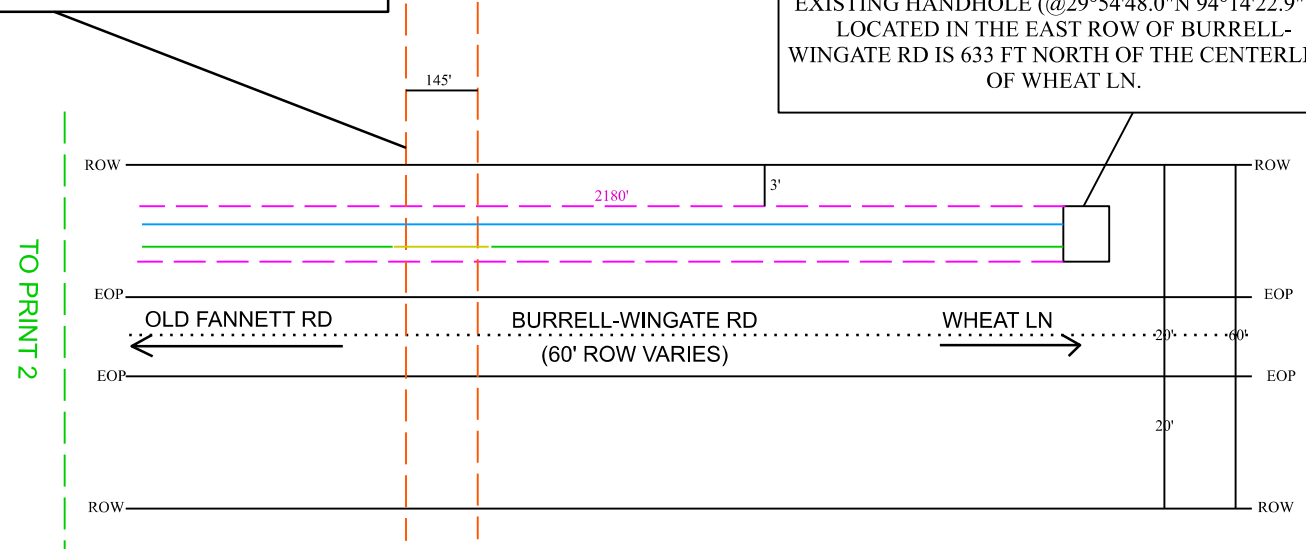
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EXISTING PIPELINE CROSSING BURRELL-WINGATE RD IS APPROX 1046 FT NORTH OF THE CENTERLINE OF WHEAT LN.

EXISTING HANDHOLE (@29°54'48.0"N 94°14'22.9"W) LOCATED IN THE EAST ROW OF BURRELL-WINGATE RD IS 633 FT NORTH OF THE CENTERLINE OF WHEAT LN.



**CAUTION: PIPELINE KINDER MORGAN REPRESENTATIVE: RAMIRO ROEL JR. 713-420-3353 RAMIRO\_ROEL@KINDERMORGAN.COM**

**DIRECTIONAL BORE @36" DEPTH TO PLACE FIBER OPTIC CABLE IN 1.25" INNERDUCT**

**LEGEND**

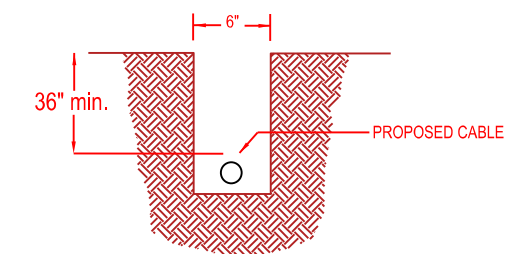
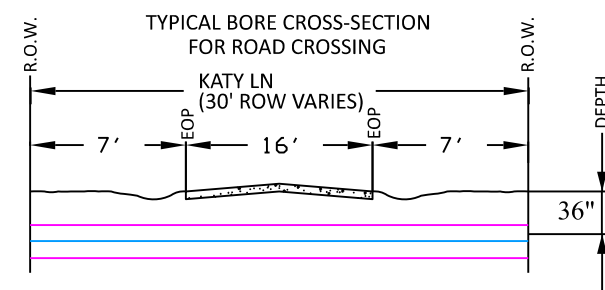
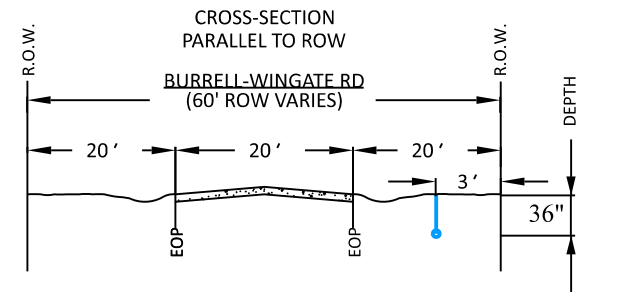
PROPOSED CONDUIT.	EXISTING HAND HOLE
BORE PATH	PROPOSED 24"X36"24" HAND HOLE
PROPOSED TELECOMMUNICATIONS CABLE	PIPELINE
PROPOSED 4" GIP	

REV: 00	REVDATE: 11/28/2022
ADDRESS: 23395 BURRELL-WINGATE RD BEAUMONT, TEXAS 77705	PROJECT# A02GY97
 <b>BYERS ENGINEERING COMPANY</b> <small>5301 Hollister Suite 250 Houston, TX 77040 713-464-9790 (Office) 713-690-1693 (Fax)</small>	Byers Engineer DR9759
	DRAWN BY: LEANNA JONES
	DATE: 11/28/2022
	KEY MAP:
PRINT: 1 OF 4	DWG NAME: 23395 BURRELL-WINGATE RD

**JEFFERSON COUNTY PERMIT PRINT**



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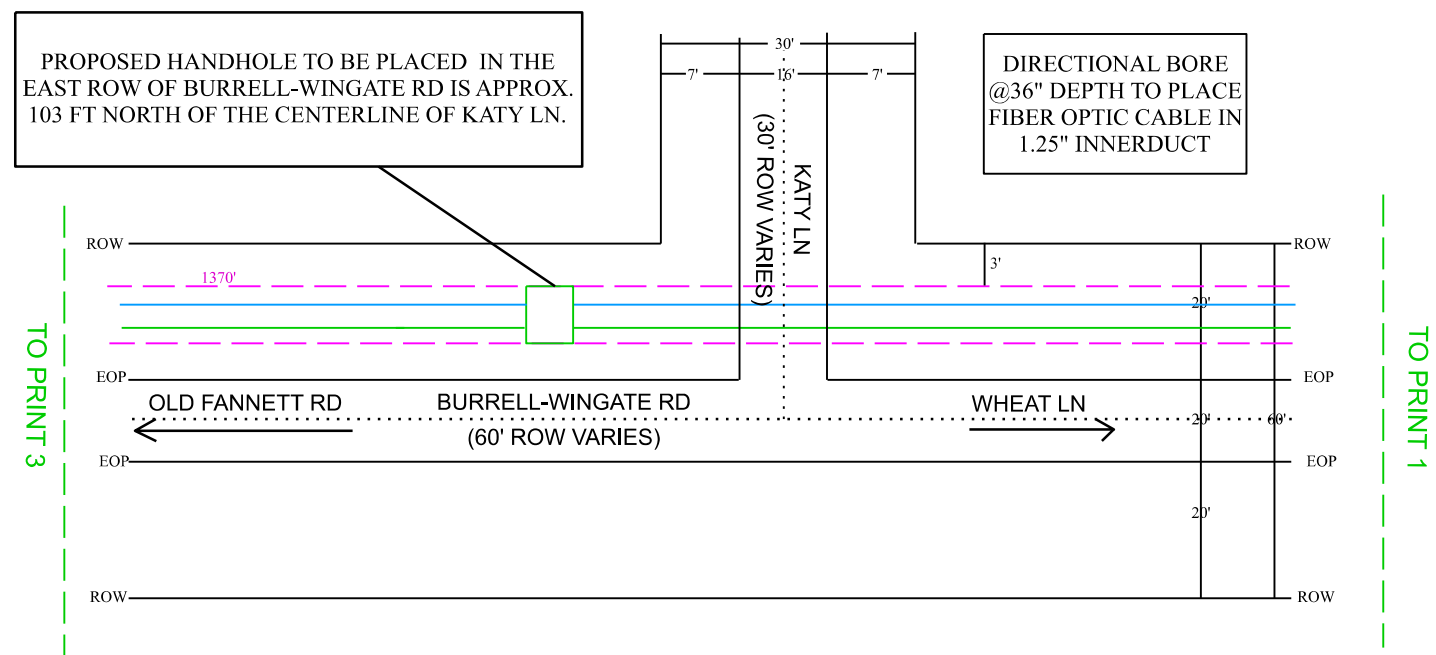
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TO PRINT 3

TO PRINT 1

**LEGEND**

PROPOSED CONDUIT	EXISTING HAND HOLE
BORE PATH	PROPOSED 24"X36"24" HAND HOLE
PROPOSED TELECOMMUNICATIONS CABLE	PROPOSED 4" GIP

REV: 00	REVDATE: 11/28/2022
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<p><b>BYERS ENGINEERING COMPANY</b> 5301 Hollister Suite 250 Houston, TX 77040 713-464-9790 (Office) 713-690-1693 (Fax)</p>	Byers Engineer DR9759
	DRAWN BY: LEANNA JONES
	DATE: 11/28/2022
	KEY MAP:
PRINT: 2 OF 4	
DWG NAME: 23395 BURRELL-WINGATE RD	

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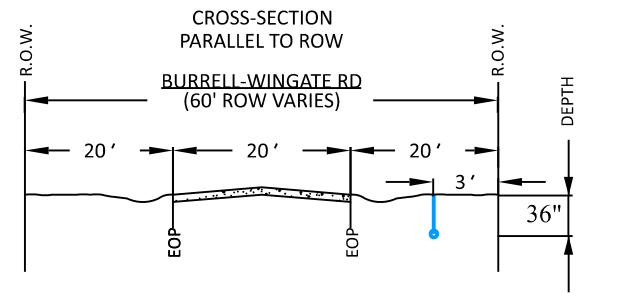
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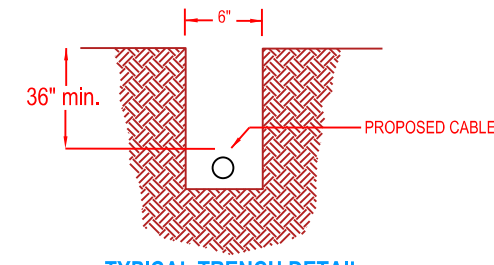
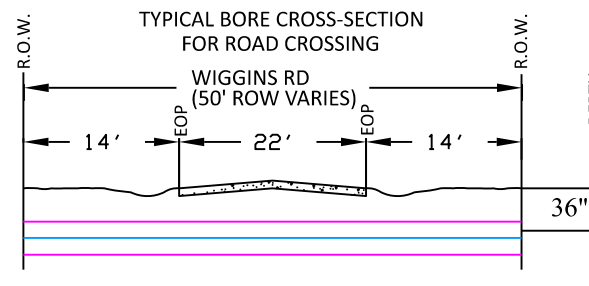
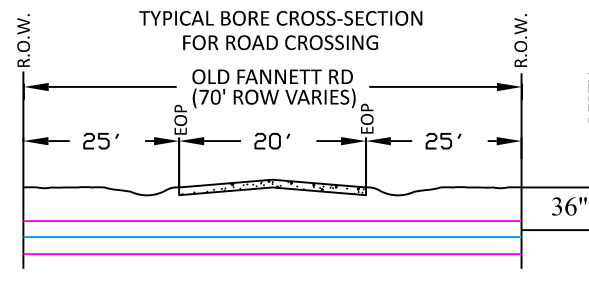
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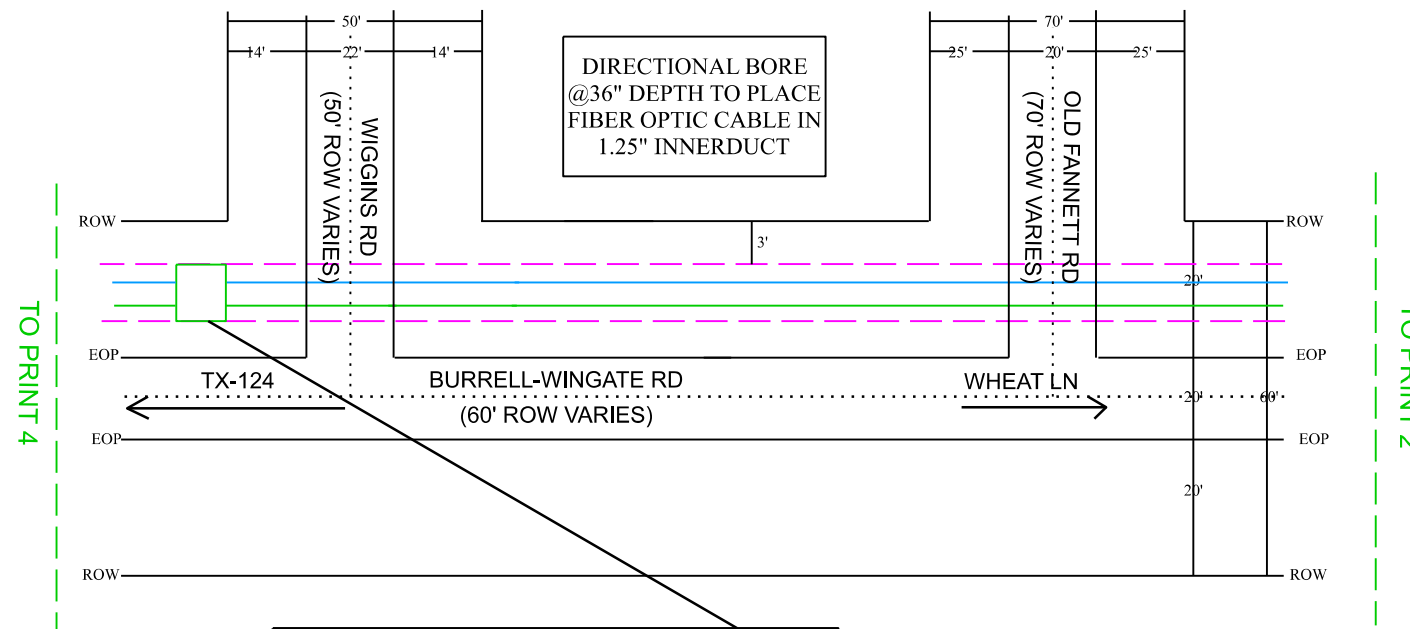
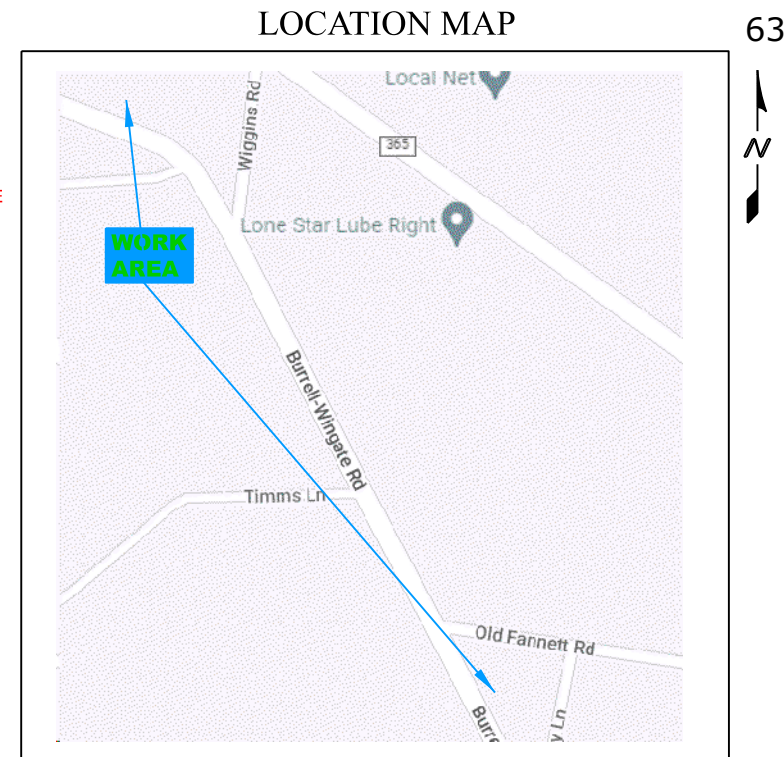


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LEGEND	
PROPOSED CONDUIT.	EXISTING HAND HOLE
BORE PATH	PROPOSED 24"X36"X24" HAND HOLE
PROPOSED TELECOMMUNICATIONS CABLE	PROPOSED 4" GIP

REV: 00	REVDATE: 11/28/2022
ADDRESS: 23395 BURRELL-WINGATE RD BEAUMONT, TEXAS 77705	PROJECT# A02GY97
 5301 Hollister Suite 250 Houston, TX 77040 713-464-9790 (Office) 713-690-1693 (Fax)	Byers Engineer DR9759
	DRAWN BY: LEANNA JONES
	DATE: 11/28/2022
	KEY MAP:
PRINT: 3 OF 4	DWG NAME: 23395 BURRELL-WINGATE RD

**JEFFERSON COUNTY PERMIT PRINT**

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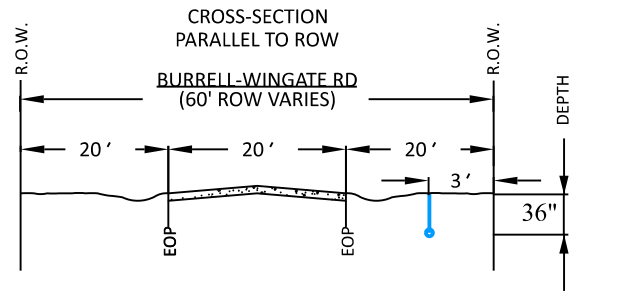
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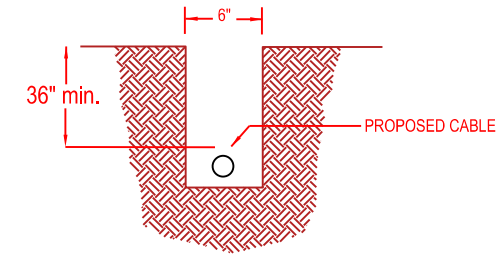
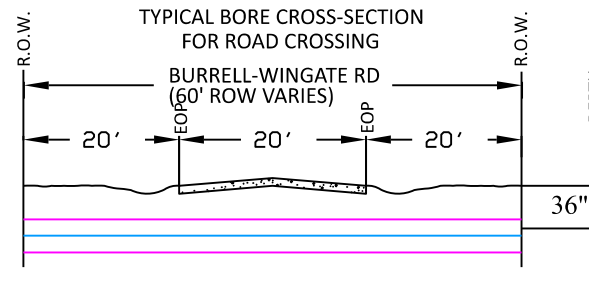
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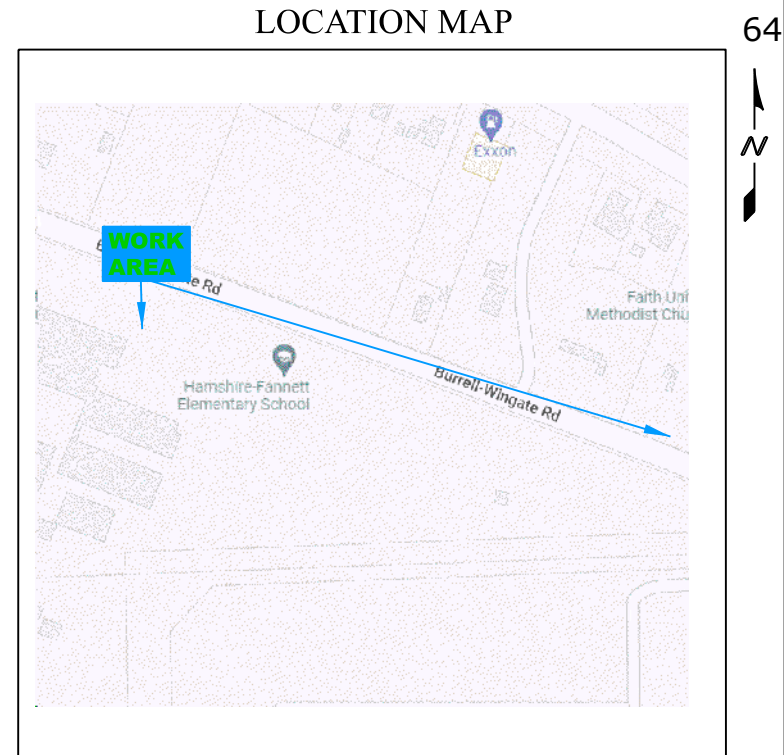


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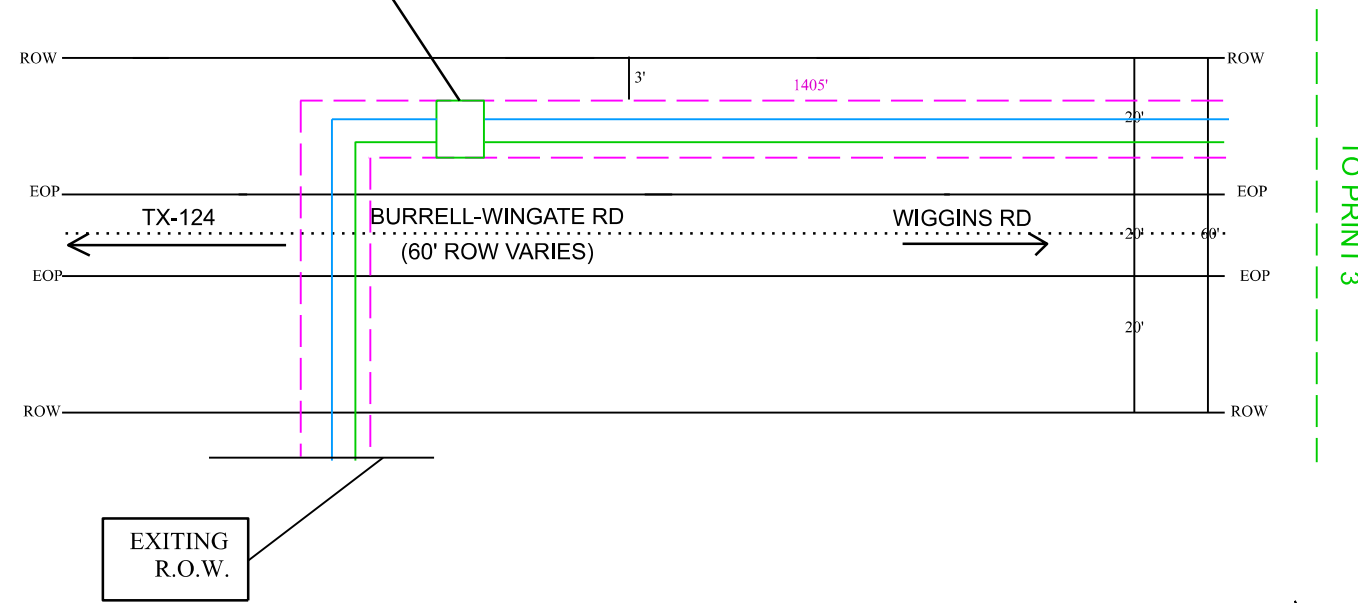
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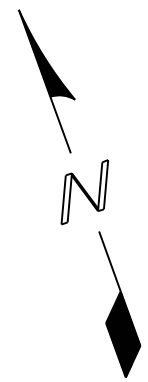


DIRECTIONAL BORE @36" DEPTH TO PLACE FIBER OPTIC CABLE IN 1.25" INNERDUCT

PROPOSED HANDHOLE TO BE PLACED IN THE NORTH ROW OF BURRELL-WINGATE RD IS APPROX 1033 FT EAST OF THE CENTERLINE OF TX-124.



EXITING R.O.W.



**JEFFERSON COUNTY PERMIT PRINT**

**LEGEND**

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	DRAWN BY: LEANNA JONES
	DATE: 11/28/2022
	KEY MAP:
PRINT: 4 OF 4	DWG NAME: 23395 BURRELL-WINGATE RD





Application Date \_\_\_\_\_

Permit Number \_\_\_\_\_

State Permit Number  
(If Applicable) \_\_\_\_\_

3  
Precinct Number \_\_\_\_\_



### JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: PALNG Common Facilities Company, LLC Phone Number: 832-460-6599

Business Address: 1500 Post Oak Blvd. Suite 1000, Houston, TX 77056

Local Representative: Martin Hupka

Description of Work/Type/Location: Transport fill material including crushed concrete, gravel and select clay  
for construction of Entergy Substation Pad located off SH87

Description of Route: Portion of Keith Lake Boat Ramp Road

Bond Number: 107719339

Bond Amount: \$20,000

Check Applicable Boxes:  Under 100,000 Lbs.  Over 100,000 Lbs.  Over 200,000 Lbs.  
 90 Day Renewal Permit (\$200 Fee) Original Permit Number: \_\_\_\_\_  
 One (1) Year Annual Permit (\$500 Fee)

Permit Approved:  Yes  No (If No Reason) \_\_\_\_\_

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

Jefferson County

PALNG Common Facilities Company, LLC

Business Name

County Engineer

1500 Post Oak Blvd, Houston, TX 77056

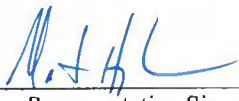
Mailing Address

Precinct Superintendent

Martin Hupka, President - LNG & Net Zero Solutions

Representative Name and Title

Engineering Specialist

  
Representative Signature and Date

12/13/2022

*MS*





STATE OF TEXAS  
COUNTY OF JEFFERSON

COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS

AN ORDER REGARDING ROAD USE IN  
JEFFERSON COUNTY

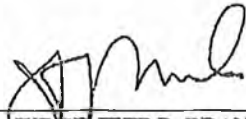
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013



  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

STATE OF TEXAS

§  
§  
§

COUNTY OF JEFFERSON

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY  
AND PALNG COMMON FACILITIES COMPANY, LLC**

WHEREAS, PALNG Common Facilities Company, LLC (hereinafter "Company") intends to conduct construction of Entergy Substation Pad \_\_\_\_\_ [describe operation], (hereinafter the "Project") at a site located on \_\_\_\_\_ certain property owned by Company adjacent to \_\_\_\_\_ county road name) located in Precinct No. 3; and \_\_\_\_\_ Keith Lake Boat Ramp Road

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1<sup>st</sup> road name] and County [2nd road name]:

1. County Road Keith Lake Boat Ramp Road,
2. County Road \_\_\_\_\_; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Keith Lake Boat Ramp Road and County road \_\_\_\_\_ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of December 12th, 2022 to a termination date of December 12th, 2023. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: \_\_\_\_\_] and County [2nd road name: \_\_\_\_\_] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 20,000 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
  
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendent for Precinct No. 3 of Jefferson County, Texas before transporting any equipment on County [road name: Keith Lake Boat Ramp Road and County [2nd road name: \_\_\_\_\_] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

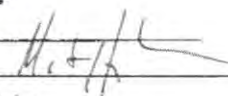
Agreed and executed this 20 day of DECEMBER, 2022

  
 Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 20 day of DECEMBER, 2022

Attest:  
  
 Jefferson County Clerk



Authorized Agent for  KA  
 Martin Hupka  
 President - LNG + NET ZERO Solutions  
 Authorized Agent for  
 PALNG Common Facilities Company, LLC





## Exhibit 1

## Estimate of Cost:

Length of [1<sup>st</sup> road name]:  
 Type of road surface/material:  
 Number of culverts/bridges:  
 Any other special features:  
 Length of [2<sup>nd</sup> road name]:  
 Type of road surface/material:  
 Number of culverts/bridges:  
 Any other special features:

## Anticipated cost of Repair:

Repeat for each Road: [1<sup>st</sup> road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment Operator \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

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

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

Truck \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Grader \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

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

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

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

Asphalt \$ \_\_\_\_\_ Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

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

Total for [1<sup>st</sup> road name] \$ \_\_\_\_\_

# Jefferson County's Overweight Policy

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COUNTY OF JEFFERSON §

STATE OF TEXAS §

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 23<sup>rd</sup> day of August, 1999, on motion made by Jimmie P. Cokinos, Commissioner of Precinct No. 1, and seconded by Waymon D. Hallmark, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, a public hearing was held on the 9<sup>th</sup> day of August, 1999 at 10:00 A.M. in the Jefferson County Commissioners' Courtroom, 4<sup>th</sup> Floor, Jefferson County Courthouse, Beaumont, Texas to discuss the establishment of maximum load limits for all county roads in Jefferson County, and

WHEREAS, notice of said public hearing was published in a newspaper with county wide circulation one time, giving at least seven (7) days but not more than thirty (30) days notice of said hearing as required by Section 251.152, Transportation Code.

It is therefore RESOLVED and ORDERED that the following weight limitations be and hereby are established for all vehicular traffic on county roads pursuant to and in accordance with the county's authority under Section 621.301, Transportation Code.

(a) A vehicle or combination of vehicles may not be operated over or on a county road if the vehicle or combination exceeds the maximum weight of load as specified in Section 621.101, Transportation Code, to wit:

(1) an axle that carries a load heavier than:

- A. 16,000 pounds on high-pressure tires; or
- B. 20,000 pounds on low-pressure tires, including all enforcement tolerances as established in the Transportation Code.

(2) a tandem axle weight heavier than 34,000 pounds, including all enforcement tolerances as established in the Transportation Code.

(3) an overall gross weight on a group of two or more consecutive axles heavier than the weight computed using the following formula and rounding the result to the nearest 500 pounds:

$$W = 500((LN/(N - 1)) + 12N + 36)$$

Where:



"W" is maximum overall gross weight on the group;

"L" is distance in feet between the axles of the group that are the farthest apart; and

"N" is number of axles in the group;

(4) a weight heavier than:

- A. 600 pounds for each inch of tire width concentrated on the surface of the highway on a wheel using high-pressure tires; or
- B. 650 pounds for each inch of tire width concentrated on the surface of the highway on a wheel using low-pressure tires; or

(5) a wheel that carries a load heavier than:

- A. 8,000 pounds on high-pressure tires; or
- B. 10,000 pounds on low-pressure tires.

(b) Notwithstanding Subsection (a)(3), two consecutive sets of tandem axles may carry a gross load of not more than 34,000 pounds each if the overall distance between the first and last axles of the consecutive sets is 36 feet or more. The overall gross weight on a group of two or more consecutive axles may not be heavier than 80,000 pounds, including all enforcement tolerances as established in the Transportation Code.

(c) For the purposes of this ORDER, the load carried on an axle is the total load transmitted to the road by all wheels the centers of which can be included between two parallel transverse vertical planes 40 inches apart, extending across the full width of the vehicle.

Notwithstanding any other provision of this Resolution, the following roads are excluded from the Resolution and are limited to the gross weight limits as indicated:

Hillebrant Road from Humble Road to Hwy. 365 – in Precinct No. 4 and 2. – 10,000 pounds.

Labelle Road from Steinhagen Road to Hwy. 365 – in Precinct No. 4 and 2 – 32,000 pounds.

Keith Rd. from Hwy. 105 to Calder – in Precinct No. 1 – 32,000 pounds.

Walden Rd. from Major Dr. to South Pine Island – in Precinct No. 1- 32,000 pounds.

South Pine Island to Hwy. 90 – in Precinct No. 1 – 32,000 pounds

Tram Rd. from Hwy. 105 to County Line - in Precinct No. 1 – 32,000 pounds

Tolivar Canal Rd. – in Precinct No. 1 – 32,000 pounds

Gentry Road – from Reins Road to Dishman – in Precinct No. 1 – 32,000 pounds

Grayburg Road – from FM 362 to Highway 90 – in Precinct No. 1 – 32,000 pounds

Moore Road – from Reins Road to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds

Dishman Road – from Major Drive to Reins Road – in Precinct No. 1 – 32,000 pounds

Westbury – from Broadway to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds

Reins Road – from Highway 105 to Moore Road – in Precinct No. 1 – 32,000 pounds

Aggie Drive – from Old Sour Lake Road to Highway 90 – in Precinct No. 1 – 32,000 pounds

Old Sour Lake Road – from Calder Avenue to Bayou – in Precinct No. 1 – 32,000 pounds

Broadway – from Highway 90 to North China Road – in Precinct No. 1 – 32,000 pounds

Broadway – from Highway 90 to South China Road – in Precinct No. 1 – 32,000 pounds

South China to County Line – in Precinct No. 1 – 32,000 pounds

North China Road to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds

Labelle Rd. from Hwy. 73 North to Burrell Wingate Rd.- in Precinct No. 2- 24,000 pounds.

Jap Rd. from Patterson Rd. South to Hwy. 73- in precinct No. 2 – 28,000 pounds.

Craigen Rd. from Clark Refining entrance east to Paterson Rd.- in Precinct No. 2 –32,000 pounds.

Wilber Rd. from New Park Industries entrance South to East Hamshire Rd. – in Precinct 2 and 3 - 32,000 pounds.

Santa Fe Trail – in Precinct No. 3 – 32,000 pounds.

Mesa lane – in Precinct No. 3 – 32,000 pounds.

Mustang Trail – in Precinct No. 3 – 32,000 pounds.

Sandy Lane – from FM 365 to Dead End in Precinct No. 3 – 32,000 pounds

Southfork Dr. – in Precinct No. 3 – 32,000 pounds

Azlea Drive – Precinct No. 3 – 32,000 pounds

Oleander Ave. – Precinct No. 3 – 32,000 pounds

Orchid Ave. – Precinct No. 3 – 32,000 pounds

Camellia Dr. – Precinct No. 3 – 32,000 pounds

Magnolia Dr. – Precinct No. 3 – 32,000 pounds

Holly Ave. – Precinct No 3 – 32,000 pounds

Coon Road – Precinct No. 3 – 32,000 pounds

Gordon Road – Precinct No 3 – 32,000 pounds

Gordon Road – Precinct No. 3 – 32,000 pounds

Glen Road – Precinct No. 3 – 32,000 pounds

East Hamshire Rd. – Precinct No. 3 – 32,000 pounds

North Wilber Rd. – Precinct No. 3 – 32,000 pounds

Bayou Trace – Precinct No. 3 – 32,000 pounds

Cyress Lane – Precinct No. 3 – 32,000 pounds

Wise Road – Precinct No. 3 – 32,000 pounds

Maverick Lane – Precinct No. 3 – 32,000 pounds

Marsh Road – Precinct No. 3 – 32,000 pounds

McCall Road – Precinct No. 3 – 32,000 pounds

League Road – Precinct No. 3 – 32,000 pounds

Alamo Street – Precinct No. 3 – 32,000 pounds

2<sup>nd</sup> Street – Precinct No. 3. – 32,000 pounds

Main Street – Precinct No. – 32,000 pounds

San Jacinto - Precinct No. 3 – 32,000 pounds

Hall Road – Precinct No. 3 – 32,000 pounds

Fig Plant Rd. – Precinct No. 3 – 32,000 pounds

Powers Road – Precinct No. 3 – 32,000 pounds

West Powers Rd. – Precinct No. 3 – 32,000 pounds

Martin Street – Precinct No. 3 – 32,000 pounds

Glory Road – Precinct No. 3 – 32,000 pounds

Old Big Hill Rd. – Precinct No. 3 – 32,000 pounds

Wilford Road – Precinct No. 3 – 32,000 pounds

Clifton Ave. – Precinct No. 3 – 32,000 pounds

Jackie road – Precinct No. 3 – 32,000 pounds

Dell Dale Ave – Precinct No. 3 – 32,000 pounds

Ward Circle – Precinct No. 3 – 32,000 pounds

Bergeron Drive – Precinct No. 3 – 32,000 pounds

Sandell Drive – Precinct No. 3 – 32,000 pounds

Horton Drive – Precinct No. 3 – 32,000 pounds

Buccaneer Road – Precinct No. 3 – 32,000 pounds

Heckaman Loop – Precinct No. 3 – 32,000 pounds

French Village – Precinct No. 3 – 32,000 pounds

Gallier Road – Precinct No. 3 – 32,000 pounds

Hamshire Rd from Hwy 124 to IH-10 – Precinct No. 3 – 32,000 pounds

Rollins Rd from Englin Rd. to Hwy 124 – Precinct No. 3 – 32,000 pounds

Kiker Rd. from Hwy 124 to Hwy 73 – Precinct No. 3 – 32,000 pounds

Brush Island from Hampshire Rd. to Rollins Rd.-Precinct No. 32,000 pounds

It is further RESOLVED and ORDERED that any vehicular traffic exceeding any of the foregoing weight limits be and hereby is divided into two categories:

**CATEGORY 1: OVERWEIGHT VEHICLES** – Vehicles exceeding any of the foregoing weight limits but which does not exceed 100,000 pounds in overall gross weight on a group of two or more consecutive axles.

**CATEGORY 2: SUPERHEAVY VEHICLES** – Vehicles exceeding any of the foregoing weight limits with an overall gross weight on a group of two or more consecutive axles exceeding 100,000 pounds.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 1 and not possessing a valid State permit for overweight vehicles must first notify the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate and then obtain a permit from the Jefferson County Engineer. The initial permit granted by the County Engineer shall be valid for a period of ninety (90) days from the date of its issuance. During this ninety (90) day period it shall be the duty of anyone desiring to operate overweight vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of an overweight vehicle may be required by the Commissioner's Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the State or County permit. The granting of permits under this provision shall be in accordance with Section 623.018, Transportation Code.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 2 and not possessing a valid state permit for overweight vehicles will be allowed to operate on county roads after notifying the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate, and after obtaining a Category 2 overweight permit from the County Engineer. The initial permit granted by the County Engineer shall be valid for a ninety (90) day period; it shall be the duty of anyone desiring to operate superheavy vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of a superheavy vehicle may be required by the Commissioners' Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the County permit. The granting of



permits under this provision shall be in accordance with Section 623.018, Transportation Code. A \$200.00 fee shall be charged for Category 2 superheavy permits.

It is therefore RESOLVED and ORDERED that the following:

### **Who Must Apply**

Any person, company or corporation wishing to operate a motor vehicle, trailer, semitrailer, or combination of those vehicles, or a truck-tractor or combination of a truck-tractor and one or more other vehicles, that is in itself overweight, oversize or overlength, or while in the action of transporting a commodity, is overweight, oversize or overlength, on the roadways of Jefferson County, or in the opinion of the County Engineer could severely damage the roadway.

A maximum weight set under this resolution does not apply to a vehicle delivering groceries or farm products to a destination requiring travel over a road for which the maximum is set.

A maximum weight or load set under this policy becomes effective on a highway or road when appropriate signs giving notice of the maximum weight or load are erected on the highway or road under order of the Commissioners Court.

Any person, company or corporation in possession of a valid and current overweight vehicle permit issued by the State of Texas, as defined in the State of Texas' Transportation Code, section 623.011, "Permit For Excess Axle Or Gross Weight", is exempt from having to obtain an overweight vehicle permit from Jefferson County. Any person, company or corporation issued a state permit under the above section must provide copies of the issued permit and bonds provided to the state, along with the completed permit application to the address listed below under Application.

The permittee shall comply with all rules, regulations, principals and specifications herein contained and any others subsequently adopted by the Jefferson County Commissioners' Court prior to the issuance of the permit.

### **Application**

The permittee must complete seven (7) copies of the form herein contained, outlining in detail the purpose and route of the overweight vehicle. A plat of the project area identifying the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership.

A current USGS (United States Geological Survey) 7.5' Quad map with the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership will satisfy the plat requirements.

The completed application forms and maps must be returned to:

Jefferson County Engineering Department

1149 Pearl Street – 5<sup>th</sup> Floor

Beaumont, Texas 77701

### **Changes and Alterations**

Advance notification in writing will be required for any changes or alterations in the Overweight Vehicle Permit except in emergency situations where the safety of the public would be endangered.

In any such emergency, contact the County Engineer by phone (409) 835-8584 and inform him/her of the emergency situation and any proposed solution. As soon as practical, but no later than 48 hours after starting the emergency response, the permit holder shall notify the County Engineer in writing of the emergency response effected, in detail and the reason(s) immediate action was necessary.

### **Time Limits**

The permit holder is allowed ninety (90) days from the granting of the permit to complete operations. If the permit holder can not complete the work within the allowed time frame specified, the permit holder may re-apply. Any re-application must be completed prior to the expiration of the previously issued permit.

### **Bonds**

Permit holder shall have in force with Jefferson County a performance bond in the principal amounts of **\$10,000.00** for each roadway crossing and **\$100,000.00** per mile or fraction thereof or **\$25,000.00** per culvert crossing. The bond shall be payable to Jefferson County for the use and benefit of protecting against damage to Jefferson County's property.

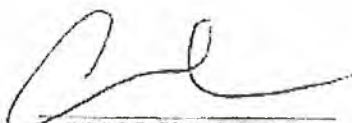
The bond shall provide that it may not be cancelled, altered or otherwise modified without fifteen (15) days prior written notice to Jefferson County. The bond shall be good and in effect for the length of the permit or such time as operations may be reasonably expected to be in effect.

Violations of this order shall be adjudicated in accordance with Section 251.161, Transportation Code which provides that a violation of a County Weight Limit Order is a misdemeanor which will be punished by a fine not to exceed \$50.00 for the first offense; a fine not to exceed \$200.00 for the second offense; and for each subsequent offense a fine not to exceed \$500.00; confinement in the county jail for a period not to exceed 60 days; or both the fine and confinement.

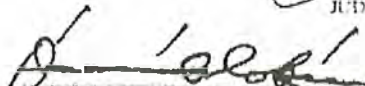
This resolution supersedes and repeals the 1986 resolution of the Jefferson County Commissioners' Court concerning maximum weight limits for County roads, and shall be in full force and effect from the 23rd day of August, 1999.

PASSED this 23rd day of August, 1999.





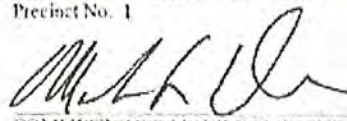
JUDGE CARL GRIFFITH JR.




COMMISSIONER JIMMIE P. CONNOS  
Precinct No. 1



COMMISSIONER WAYMON D. HALLMARK  
Precinct No. 3



COMMISSIONER MARK DOMINGUE  
Precinct No. 2



COMMISSIONER ED MOORE  
Precinct No. 4



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**[Download Overweight Vehicle Permit](#)**

**[Back to Engineering](#)**





STATE AID PROJECT NO.		SHEET NO.	
STP C 368-2-46		1	
STATE	STATE DIST.	COUNTY	
TEXAS	BMT	JEFFERSON	
CONT.	SECT.	JOB	HIGHWAY NO.
0368	02	046	SH 124

DESIGN CRITERIA: 4R  
 DESIGN SPEED 65 MPH  
 EXISTING ADT (2022): 5,500  
 PROJECTED ADT (2042): 7,600

# STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

INDEX OF SHEETS  
 SEE SHEET 2 FOR INDEX OF SHEETS

## PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT

STATE AID PROJECT.  
 STP C 368-2-46

NET LENGTH OF ROADWAY = 1,050.00 FT = 0.199 MI  
 NET LENGTH OF BRIDGE = 260.00 FT = 0.049 MI  
 NET LENGTH OF PROJECT = 1,310.00 FT = 0.248 MI

### SH 124 JEFFERSON COUNTY

LIMITS FROM: AT TAYLOR BAYOU  
 LIMITS TO: STR 201240036802027

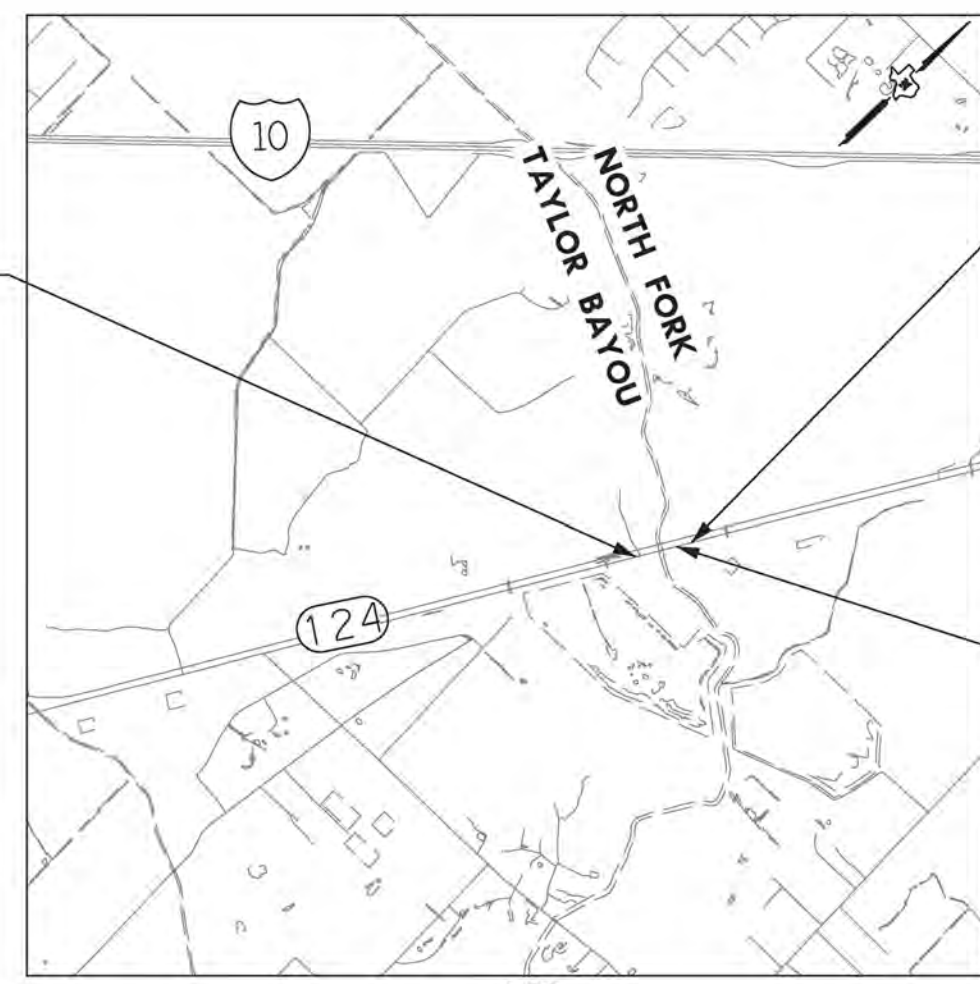
FINAL PLANS

LETTING DATE: \_\_\_\_\_  
 DATE CONTRACTOR BEGAN WORK: \_\_\_\_\_  
 DATE WORK WAS COMPLETED & ACCEPTED: \_\_\_\_\_  
 FINAL CONTRACT COST: \$ \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_

SH 124 @ TAYLOR BAYOU BRIDGE REPLACEMENT AND CHANNEL WIDENING

BEGIN PROJECT  
 CSJ 0368-02-046  
 STA 14+90.00

END PROJECT  
 CSJ 0368-02-046  
 STA 28+00.00



NEW NBI NO. 20-124-0-0368-02-161  
 EXIST NBI NO. 20-124-0-0368-02-027

SUBMITTED FOR LETTING: 12/2/2022

DocuSigned by:  
*Andrew C. Lee*  
 PROJECT MANAGER

APPROVED FOR LETTING: 12/6/2022

DocuSigned by:  
*Martin N. York, P.E.*  
 DISTRICT ENGINEER

APPROVED FOR LETTING: \_\_\_\_\_

\_\_\_\_\_  
 JEFFERSON COUNTY JUDGE

APPROVED FOR LETTING: \_\_\_\_\_

\_\_\_\_\_  
 DRAINAGE DISTRICT 6 GENERAL MANAGER

PREPARED BY:

**DEC**  
 ENGINEERING EXCELLENCE  
 DE CORP.  
 3100 W ALABAMA  
 HOUSTON, TX 77098  
 (713) 520-9570 • www.deccorp.com  
 T.B.P.E. FIRM REGISTRATION #392

*Blair C. Stocker*  
 BLAIR C. STOCKER, P.E.  
 PROJECT MANAGER

DATE: 8/1/2022

NTS

EXCEPTIONS: (NONE)  
 EQUATION: (NONE)  
 RAILROAD CROSSING: (NONE)



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 BY TEXAS DEPARTMENT OF TRANSPORTATION  
 ALL RIGHTS RESERVED.

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014, AND THE CONTRACT PROVISIONS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT: SPECIAL LABOR PROVISIONS FOR STATE PROJECTS.



# JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

**Donta Miller**

Chief of Law Enforcement  
dmiller@co.jefferson.tx.us

**John Shaubarger**

Chief of Corrections  
jshaubarger@co.jefferson.tx.us

## MEMORANDUM

DATE: December 14, 2022

TO: Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Darrell Bush  
Commissioner Michael Sinega  
Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Out-of-state travel for training

Consider and possibly approve out-of-state travel for Matt Gardner to Hoover Alabama on January 29, 2023 to February 3, 2023. The purpose of this course is to gain knowledge for digital forensics. There is no cost to Jefferson County for this course. The course will be paid for by The National Computer Forensic Institute.

Chief Donta Miller  
Jefferson County Sheriff Office  
Law Enforcement Division





## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103  
Beaumont, TX 77701  
(409) 835-8411

**Donta Miller**  
Chief of Law Enforcement  
Donta.Miller@jeffcotx.us

**John Shaubarger**  
Chief of Corrections  
John.Shaubarger@jeffcotx.us

Date: December 14, 2022

To: Sheriff Zena Stephens & Jefferson County Commissioner's Court  
From: Detective Matt Gardner, Jefferson County Sheriff's Office  
Ref: Out of State Travel Request

In reference to the "Out of State Travel Policy", I would like to provide answers to the four asked questions:

**Q. 1. Is the trip budgeted? If not, how is the trip to be funded?**

A. 1. No, the trip was not budgeted as there are no expenses incurred during this training. Per diem and lodging are provided, travel expenses are paid by the United States Secret Service.

**Q. 2. Is the training mandatory, or does the training directly impact the employee's assigned job duties?**

A. 2. Yes, the training is essential for my performance as an investigator assigned to investigate crimes involving requiring surveillance video recovery.

**Q. 3. Does the benefit appear to be worth the cost?**

A. 3. There is no cost, and the benefit directly improves my ability to function in my assigned duties. The course provides a significant amount of training at no cost.

**Q. 4. Is the training available locally or within Texas at a lower rate?**

A. 4. No. The National Computer Forensics Institute is located in Hoover, Alabama. It is the only facility of its kind that provides this training and equipment, at no cost.

Thank you very much,

Detective Matt Gardner  
Criminal Investigations Division  
Sex Offender Registration and Compliance Unit  
Jefferson County Sheriff's Office  
1001 Pearl Street, Suite 103  
Beaumont, Texas 77701  
Office: (409) 835-8419  
Fax: (409) 839-2343  
Email: mgardner@co.jefferson.tx.us



# JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103  
Beaumont, TX 77701  
(409) 835-8411

**Donta Miller**  
Chief of Law Enforcement  
dmiller@co.jefferson.tx.us

**John Shaubarger**  
Chief of Corrections  
jshaubarger@co.jefferson.tx.us

## Resolution

DATE: December 15, 2022

TO: Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Darrell Bush  
Commissioner Michael Sinega  
Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Resolution

Consider and possibly approve a Resolution recognizing Julie A. Harris for her 28 years and 7 months of service to the Jefferson County Sheriff's Department and wishing her well in her retirement.

Chief Donta Miller  
Jefferson County Sheriff Office  
Law Enforcement Division









## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103  
Beaumont, TX 77701  
(409) 835-8411

**Donta Miller**  
Chief of Law Enforcement  
dmiller@co.jefferson.tx.us

**John Shaubarger**  
Chief of Corrections  
jshaubarger@co.jefferson.tx.us

### Resolution

DATE: December 15, 2022

TO: Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Darrell Bush  
Commissioner Michael Sinega  
Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Resolution

Consider and possibly approve a Resolution recognizing Mark A. Ellis for his 17 years and 2 months of service to the Jefferson County Sheriff's Department and wishing him well in his retirement.

Chief Donta Miller  
Jefferson County Sheriff Office  
Law Enforcement Division





# Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 20 day of December, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

**WHEREAS, Mark A. Ellis**, has devoted 17 years and 2 months of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, Mark A. Ellis**, has dedicated his talents and pledged his services as Deputy Pilot for the Jefferson County Sheriff's Office; and

**WHEREAS**, through hard work and commitment to excellence, **Mark A. Ellis**, 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, **Mark A. Ellis** 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 **Mark A. Ellis**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 20 day of December, 2022.

\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

  
\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER DARRELL BUSH  
Precinct No. 2

\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

