

*Notice of Meeting and Agenda and Minutes
April 10, 2017*

REGULAR, 4/10/2017 1:30:00 PM

BE IT REMEMBERED that on April 10, 2017, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable ~~Zena Stephens~~, Sheriff John Schuberger

Honorable Carolyn L. Guidry , County Clerk

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

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April 10, 2017

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS**
April 10, 2017

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **10th day of April 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

11:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.0725 regarding a contract being negotiated and finding that deliberation in open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

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PURCHASING:

1. Receive and file a purchase agreement for the purchase of one hundred (100) burial spaces in accordance with (IFB 13-020/JW) Term Contract for Indigent Burial Plots for Jefferson County. The purchase price is \$295.00 each for a total of \$29,500.00.

SEE ATTACHMENTS ON PAGES 10 - 12

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

2. Receive and file Acceptance of Offer for (IFB 17-006/YS), Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Aduliticides for Jefferson County Mosquito Control District with ADAPCO, LLC, Crop Production Services, Inc., Original Food Co., LLC, Pro Pest and Lawn Store, Target Specialty Products, and Univar USA.

SEE ATTACHMENTS ON PAGES 13 - 24

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

3. Receive and file a sole source exemption pursuant to Local Government Code 262.024 (7) (A) to purchase CocoBear Adulicide from Clarke Mosquito Control Products, Inc. for the Jefferson County Mosquito Control District.

SEE ATTACHMENTS ON PAGES 25 - 46

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

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4. Consider and approve specifications for Request for Statements of Qualification (RFQ 17-014/JW), Commercial Realtor Brokerage Services for Land Located on Viterbo Road (Known as “Precinct No. 2 Rock Yard”).

SEE ATTACHMENTS ON PAGES 47 - 81

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 82 - 85

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

CONSTABLE PRECINCT 4:

6. Consider and possibly approve Fletcher Pipkin as a Reserve Deputy Constable with Constable Precinct 4 in accordance with Local Government Code (LGC) 85.011 and 86.011.

SEE ATTACHMENTS ON PAGES 86 - 86

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY AUDITOR:

7. Receive and file Financial & Operating Statements - County Funds Only for the Three Months Ending December 31, 2016.

SEE ATTACHMENTS ON PAGES 87 - 103

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

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8. Regular County Bills - check #432089 through checks #432373.

SEE ATTACHMENTS ON PAGES 104 - 114

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

COUNTY CLERK:

9. Consider and possibly approve, execute, receive and file Manatron, Inc. Master Agreement, Support Renewal & Tech Refresh, HIPA Plus Hosting Renewal, and Service Level Agreement. Manatron is the sole source provider for the software maintenance and releases for the County Clerk's imaging system. This has been budgeted for FY 2016-2017.

SEE ATTACHMENTS ON PAGES 115 - 157

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

COUNTY COMMISSIONERS:

10. Consider, possibly approve, authorize the County Judge to execute and receive and file Consent Form for Demolition of Unsafe Structure in the City of Beaumont which is located at 1410 Emile.

SEE ATTACHMENTS ON PAGES 158 - 164

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

Notice of Meeting and Agenda and Minutes
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11. Receive and file Certificate of Completion for Commissioner Eddie Arnold. Commissioner Arnold has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government code for 2016. Total hours earned in 2016 =27.75. Commissioner Arnold will carry forward from 2016 to 2017 – 8.00 continuing education hours to the next reporting period.

SEE ATTACHMENTS ON PAGES 165 - 166

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

12. Consider and possibly approve hiring Frank Calvert as outside counsel to represent Raymond Sellers in Lisa Hayes vs. George Mitchell Woods, et al.

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

13. Consider and possibly adopt a Resolution recognizing Mr. William F. Miranda for his dedicated service as a valuable asset of Jefferson County Drainage District No. 6 and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 167 - 168

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

14. Consider and possibly approve a Proclamation for Sexual Assault Awareness Month.

SEE ATTACHMENTS ON PAGES 169 - 169

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

Notice of Meeting and Agenda and Minutes
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15. Receive and file Amendment to the Interagency Project Cooperation Agreement “CEPRA” Project No. 1530” with the Texas General Land Office for additional State funding to McFaddin National Wildlife Refuge Beach Ridge Restoration Project.

SEE ATTACHMENTS ON PAGES 170 - 180

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

16. Consider and ratify Texas General Land Office Coastal Surface Lease No. SL20170030 for purposes of utilizing sand source material for McFaddin Beach Erosion Project.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

ADDENDUMS

CRIME LAB:

17. Consider & approve authorizing the County Judge to sign the grant amendment with DANY Sexual Assault Kit Backlog Elimination Grant program reducing the total grant amount to \$384,371 (which includes reallocations for additional travel) from the original amount of \$789,223.

SEE ATTACHMENTS ON PAGES 181 - 182

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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ENGINEERING:

18. Consider and possibly approve Overweight Vehicle Permit 02-OW-17 and attached Road Use Agreement to Square Mile Energy, LLC for drilling site on Brooks Road, west of South Major Drive. This project is located in Precinct 4.

SEE ATTACHMENTS ON PAGES 183 - 193

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

19. Consider and possibly approve a Minor Plat of Called 1.3328 Acres and Called Lots 21 & 22 Gober Acres Third Addition into Andrepont Acres, located off of Florida Avenue in Precinct #1. This plat is not within any ETJ and has met all Engineering requirements.

SEE ATTACHMENTS ON PAGES 194 - 195

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

HUMAN RESOURCES:

20. Consider and possibly approve acceptance, Pursuant to Sec. 81.032 of the Texas Local Government Code, of a donation from Neches Federal Credit Union as sponsorship to the 2017 Jefferson County Retirement Seminar. The amount of the donation is \$400.00.

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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JUVENILE PROBATION:

21. Receive and file the Jefferson County Juvenile Board's Inspection and Certification of the Juvenile Detention Facilities at the Minnie Rogers Juvenile Justice Center as per Title 3, Texas Family Code, Section 51.12(c).

SEE ATTACHMENTS ON PAGES 196 - 198

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

22. Consider and approve acceptance, Pursuant to Sec. 81.032 of the Texas Local Government Code, of a donation to the Sheriff's Department from Michael C. and Rene D. Spector to be deposited in the Community Outreach Fund, Community Relations Division. The Department will use the money received for Education and Community Events. The amount of the donation is \$250.00.

SEE ATTACHMENTS ON PAGES 199 - 199

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Jeff R. Branick
County Judge



US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

March 23, 2017

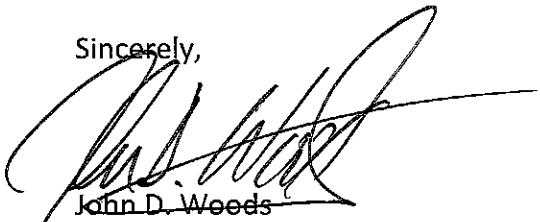
Mrs. Yea-Mei Sauer
Jefferson County Purchasing Department
1149 Pearl St.
Beaumont, TX 77701

Dear Yea-Mei,

Enclosed you will find a contract from Claybar Haven of Rest Cemetery for 100 indigent burial spaces at \$295.00/space; your reference **#IFB 13-020/JW**.

We appreciate the opportunity to assist Jefferson County with its indigent burial needs. Should you need anything else, please call me.

Sincerely,


John D. Weeds

Claybar Haven of Rest Cemetery

Enclosure (2)



CLAYBAR

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

Haven of Rest Cemetery

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

INDIGENT BURIAL PROGRAM

Space Descriptions

March 2017

<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Spaces</u>	<u># of Spaces</u>
Serenity	45	C	1,2,3,4	4
Serenity	45	D	1,2,3,4	4
Serenity	46	A	3 & 4	2
Serenity	46	B	1,2,3,4	4
Serenity	46	C	1,2,3,4	4
Serenity	46	D	1,2,3,4	4
Serenity	48	A	1,2,3,4	4
Serenity	48	B	1,2,3,4	4
Serenity	48	C	1,2,3,4	4
Serenity	48	D	1,2,3,4	4
Serenity	49	A	1,2,3,4	4
Serenity	49	B	1,2,3,4	4
Serenity	49	C	1,2,3,4	4
Serenity	49	D	1,2,3,4	4
Serenity	51	A	1,2,3,4	4
Serenity	51	B	1,2,3,4	4
Serenity	51	C	1,2,3,4	4
Serenity	51	D	1,2,3,4	4
Serenity	52	A	1,2,3,4	4
Serenity	52	B	1,2,3,4	4
Serenity	52	C	1,2,3,4	4
Serenity	52	D	1,2,3,4	4
Serenity	54	A	1,2,3,4	4
Serenity	54	B	1,2,3,4	4
Serenity	55	A	1,2,3,4	4
Serenity	55	B	1 & 2	2
			TOTAL	100

CONTRACT # Hillcrest Memorial Gardens, Inc.
 Burial# P.O. Box 2060
 Reference(s)# 4560 Hwy 87 South
Orange, Texas, 77631-2060
(409) 735-7145

Orange Forest Lawn
P.O. Box 2060
2312 Irving
Orange, Texas 77631-2060
(409) 735-7145

Claybar Haven of Rest
Cemetery & Crematory
P.O. Box 27
Hwy 90 at Green Pond Road
Beaumont, Texas 77704
(409) 892-3456

PURCHASE AGREEMENT

Date March 27, 2017

I, (We), JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT
 (#IFB 13-020/JW)

Address 1149 PEARL ST.

BEAUMONT, TX 77701

Email _____

Phone _____

hereby agree to purchase subject to the provisions on the reverse side of this agreement and the rules and regulations of:

Hillcrest Memorial Gardens, Inc. Orange Forest Lawn

Claybar Haven of Rest & Crematory

(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated, at the price and terms as follows:

PROPERTY DESCRIPTION SERENITY *
 Garden _____
 Section _____ Lot _____ Block _____ Spaces _____
 Section _____ Lot _____ Block _____ Spaces _____
 No. of spaces 100 Square Feet _____
 Mausoleum Unit _____
 Crypt _____ Level _____

Special Note: if any item listed below is in reference to
 Memorialization, Granite, scrolls and/or Service
 Arrangements an appropriate "MEMORIAL ORDER
 AND/OR "REQUEST AND AUTHORIZATION" must be
 completed and made part of this agreement.

MERCHANDISE - PROPERTY - SERVICES

Price itemization:

QTY	ITEM DESCRIPTION	COST
100	A. Ground Space \$242.55/spc	\$ 24,255.00
-----	B. Mausoleum	\$
-----	C. Niche	\$
-----	D. Discount	\$
100	Net Property sale (A,B, or C-D)..... \$52.45/spc	\$ 5,245.00
-----	Perpetual Care.....	\$
-----	Deed Fee.....	\$
-----	Liner Installation Fee.....	\$
-----	Opening & Closing.....	\$
-----	E. Memorial	\$
-----	Memorial Inst. Fee	\$
-----	F. Granite Base	\$
-----	G. Memorial Discount	\$
-----	MISC.....	\$
-----	Net Memorial Sales (E or F-G)	\$
-----	Sales Tax	\$
TOTAL PRICE (target)		\$
Allowance(s)		\$
Other Applicable Discounts		\$
ADJUSTED SALES PRICE		\$ 29,500.00

CREDIT DISCLOSURES

ADJUSTED SALES PRICE \$ 29,500.00

Less Cash Down Payment \$ _____

Amount Financed \$ _____

Annual Percentage Rate %

FINANCE CHARGE \$ _____

TOTAL OF PAYMENTS (Amount financed
 + finance charge)..... \$ _____

Deferred Payment Price (total sales
 price + finance charge)..... \$ _____

..... \$ _____

PAYMENT SCHEDULE

Number of Installments \$ _____

Payable (Mo, Quart, Ann) \$ _____

..... # equal installments of \$ _____

And one final installment of \$ _____

TOTAL AMOUNT OF ALL INSTALLMENTS

(must equal total of payments
 as itemized above) \$ _____

\$ 29,500.00

First Installment Due _____

CFH/CKW/FF Contract # ATTEST:

Carolyn E. Guidry, County Judge

NOTATIONS * SEE SEPARATE PAGE FOR PROPERTY DESCRIPTIONS

All payments will be applied to cemetery property first, then to other purchases. A memorial may not be set until all spaces are paid in full. The selling price of memorials purchased includes installation in "The Memorial Park". Charges for scrolls and/or inscriptions for memorials not included in any pre-need price and will be a just expense at need.

RIGHTS OF PURCHASER AND SELLER

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation printed below at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge. BUYER'S RIGHT TO CANCEL: IF THIS SALE WAS SOLICITED BY THE SELLER OR HIS REPRESENTATIVE AT A PLACE OTHER THAN SELLER'S PLACE OF BUSINESS, YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THIS TRANSACTION.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF the Buyer has executed this

27th day of March, 2017

Buyer JEFF R. BRANICK, JEFFERSON COUNTY JUDGE
 Issue Deed to JEFFERSON COUNTY PUBLIC HEALTH DEPT.

FSA

Accepted by _____

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): None,

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

ADAPCO, LLC

Company Name

For clarification of this offer, contact:

550 Aero Ln.

Kathy Russell

Sanford, FL 32771

(407) 328-6519 (866) 330-9888

Signature of Person Authorized to Sign

bids@myadapco.com

Jason Trumbetta

Duly Authorized

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulicides for Jefferson County Mosquito Control District. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-006/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulicides for Jefferson County Mosquito Control District. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:



Jeff R. Branick
County Judge

April 3, 2017

Date

Attest:


Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Crop Production Services, Inc.
Company Name

13622 E. Hardy Road
Address

Houston TX 77039
City State Zip

Signature of Person Authorized to Sign

Tim Smith
Printed Name

Region Manager
Title

For clarification of this offer, contact:

AJ Thibodeaux
Name

713-705-9800 281-987-8969
Phone Fax

aubrey.thibodeaux@cpsagu.com
E-mail

Bidder Shall Return Completed Form with Offer.

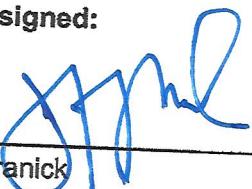
Acceptance of Offer

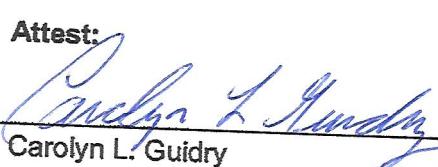
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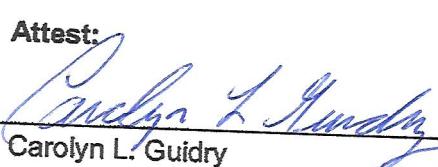
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Countersigned:


Jeff R. Branick
County Judge


April 3, 2017
Date

Attest:


Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

ORIGINAL FOOD CO./, LLC
Company Name

122 Azinger Dr.
Address

Laredo.....Tx.....78045
City Laredo State TX Zip 78045

Signature of Person Authorized to Sign

Jose H. Reyes
Printed Name

President
Title

For clarification of this offer, contact:

Jose H. Reyes
Name _____
(956) 949-0726 Fax (956) 608-3441
Phone _____ Fax _____
jose.reyes@getoriginalfoods.com
E-mail _____

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulcicides for Jefferson County Mosquito Control District. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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Countersigned:

Jeff R. Branick
County Judge

Date

April 3, 2017

Attest:

Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

*Royal Hills, LLC DBA
Pro Pest and Lawn Store*
Company Name

For clarification of this offer, contact:

4726 East Texas Suite 150 Same
Address Name

Bossier City LA 71111
City State Zip

Phone Fax

Royal M. Tyler
Signature of Person Authorized to Sign

E-mail

Royal M. Tyler, Jr.
Printed Name

President/Owner
Title

Bidder Shall Return Completed Form with Offer.

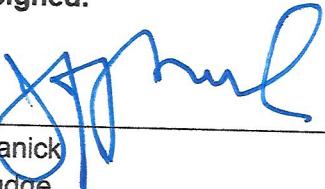
Acceptance of Offer

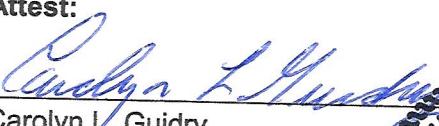
The Offer is hereby accepted for the following items: Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulicides for Jefferson County Mosquito Control District. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 17-006/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulicides for Jefferson County Mosquito Control District. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:


Jeff R. Branick
County Judge


Date

Attest:

Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): N/A, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Target Specialty Products

Company Name

1225 N. Post Oak Rd.

Address

Houston TX 77055

City State Zip



Signature of Person Authorized to Sign

Mike Nichols

Printed Name

Vector Business Manager

Title

For clarification of this offer, contact:

Mike Nichols

Name

(713) 249-2075

(713) 682-4374

Phone

Fax

mike.nichols@target-specialty.com

E-mail

Bidder Shall Return Completed Form with Offer.

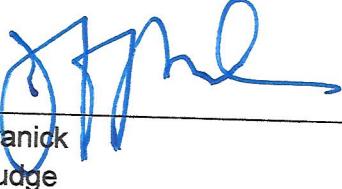
Acceptance of Offer

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Countersigned:


Jeff R. Branick
County Judge


Date

Attest:


Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s):

I certify, under penalty of perjury, that I have the legal authorization to bind the firm herein.

Univar USA
Company Name

For clarification of this offer, contact:

PO Box 20301
Address

John West

713 826 0637

Signature of Person Authorized to Sign

John.West@Uwiver.com
E-mail

John West
Printed Name

ANSWER

OSR

Title

Bidder Shall Return Completed Form with Offer.

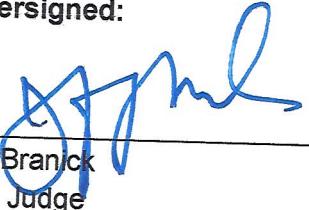
Acceptance of Offer

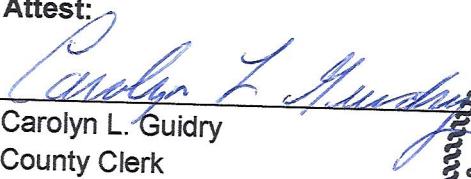
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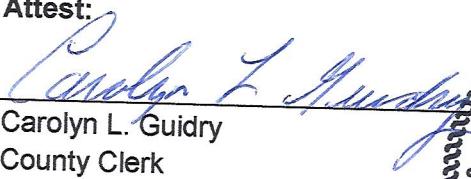
The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

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Countersigned:


Jeff R. Branick
County Judge


Carolyn L. Guidry
County Clerk


April 3, 2017

Date

Attest:



Bidder Shall Return Completed Form with Offer.



March 15, 2017

Jefferson County
1149 Pearl Street 7th Floor
Beaumont, TX 77701

Attn: Yea-Mei Sauer

Clarke is the exclusive supplier of Coco Bear. Clarke is the sole supplier and manufacturer of this product.

Please let us know if you have any questions.

Thank you,

Clarke Mosquito Control Products, Inc.
675 Sidwell Court
St. Charles, IL 60174





US009220273B2

(12) **United States Patent**
Saunders et al.

(10) **Patent No.:** **US 9,220,273 B2**
(45) **Date of Patent:** ***Dec. 29, 2015**

(54) **INSECTICIDAL COMPOSITIONS AND METHODS OF USING THE SAME**

(71) **Applicant:** **Clarke Mosquito Control Products, Inc., St. Charles, IL (US)**

(72) **Inventors:** **Marie Elizabeth Saunders, Schaumburg, IL (US); Jonathan David Ostrowski, Chicago, IL (US); Michael Dean Willis, Elgin, IL (US); Darryl Ramoutar, St. Charles, IL (US); Joanna Maria Tyszko, Hanover Park, IL (US)**

(73) **Assignee:** **Clarke Mosquito Control Products, Inc., St. Charles, IL (US)**

(*) **Notice:** Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

This patent is subject to a terminal disclaimer.

(21) **Appl. No.:** **14/656,929**

(22) **Filed:** **Mar. 13, 2015**

(65) **Prior Publication Data**

US 2015/0181886 A1 Jul. 2, 2015

Related U.S. Application Data

(63) Continuation of application No. 13/220,458, filed on Aug. 29, 2011, now Pat. No. 8,980,341.

(51) **Int. Cl.**

A61K 36/889 (2006.01)
A01N 59/00 (2006.01)
A01N 61/02 (2006.01)
A01N 25/00 (2006.01)
A01N 31/14 (2006.01)
A01N 65/40 (2009.01)
C02F 1/68 (2006.01)
C02F 103/00 (2006.01)

(52) **U.S. Cl.**

CPC *A01N 59/00* (2013.01); *A01N 25/00* (2013.01); *A01N 31/14* (2013.01); *A01N 61/02*

(2013.01); *A01N 65/40* (2013.01); *C02F 1/68* (2013.01); *C02F 2103/007* (2013.01)

(58) **Field of Classification Search**

CPC A61K 36/889; A61K 9/2036
USPC 424/405, 725, 727
See application file for complete search history.

(56) **References Cited**

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3,222,213 A	12/1965	Clark et al.	
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4,707,359 A	11/1987	McMullen	
5,273,967 A	12/1993	Pittendrigh	
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6,872,736 B1 *	3/2005	Aven	514/359
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* cited by examiner

Primary Examiner — Christopher R Tate

Assistant Examiner — Deborah Davis

(74) *Attorney, Agent, or Firm* — Michael Best & Friedrich LLP

(57) **ABSTRACT**

Provided are mosquito larvicide compositions comprising a mineral oil and a methylated coconut oil. The compositions may further comprise a silicone and at least one surfactant. The compositions can kill mosquito larvae in swamps, flood-water areas, and other areas where mosquitoes develop. Further provided are methods for mosquito control. The methods may comprise coating the surface of a body of water.

17 Claims, No Drawings

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INSECTICIDAL COMPOSITIONS AND METHODS OF USING THE SAME

CROSS-REFERENCE TO RELATED APPLICATIONS

This application is a continuation of and claims priority to co-pending U.S. patent application Ser. No. 13/220,458 filed Aug. 29, 2011, the entire content of which is incorporated herein by reference.

FIELD

The disclosure relates to compositions and methods useful for insect control.

BACKGROUND

Over one billion tons of pesticide products are used each year in the United States. Pesticides are an important component of pest management strategies in the public health industry. The Environmental Protection Agency (EPA) Office of Pesticide Programs registers and regulates pesticides as mandated by Federal Law. One of their mandates is to approve safer, reduced risk pesticides.

Currently there are many established methods for controlling the development of juvenile mosquito life stages, that is, both larvae and pupae, in the aquatic environment. One widely accepted procedure involves coating the surface of a body of water with a uniform film that acts to reduce the water's surface tension. This mode-of-action prevents larvae from accessing atmospheric oxygen, as their breathing siphons are inhibited from attaching to the surface of treated water and/or leading to a saturation of their tracheal systems; larval death occurs as a result of either drowning or suffocation. In addition, surface films may also impede adult mosquitoes from laying eggs.

Compositions that coat the surface of a body of water can kill mosquito larvae, that is, act as a larvicide. The compositions may also act as a larvicide without including any traditional pesticide. Because the mode of action is physical rather than chemical, mosquitoes cannot easily develop resistance.

U.S. Pat. No. 4,569,947 describes a method for controlling mosquitoes, which comprises coating the surface of a body of water containing immature forms of mosquitoes with an effective amount of one or more of a β -branched alkanol or a 1-3 mole alkoxylate thereof.

U.S. Pat. No. 4,707,359 describes a composition for controlling the breeding of insects (particularly mosquitoes) that have aquatic breeding sites. The composition comprises two components. The first component is an insoluble monomolecular layer, an insoluble foam layer, or a duplex film layer. The second component comprises a mosquito larva toxin obtained during growth of bacterial cultures. The combination of the two components provides a synergistic mixture.

U.S. Pat. No. 5,273,967 describes a method for killing immature mosquitoes in a body of water comprising spreading on the surface of the body of water a particulate, solid carbohydrate compound. The compound is non-soluble in water. The compound is spread in a quantity sufficient to hydrate at the surface of the body of water and form a substantially unbroken, floating hydrated carbohydrate layer, thereby suffocating the mosquitoes in the body of water.

U.S. Pat. No. 6,512,012 describes a method of controlling the population of mosquitoes comprising applying a surface-active composition to an aquatic environment to form a film

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over water within that environment. The compositions comprise at least one C_6 to C_{11} alcohol alkoxylate.

U.S. Pat. No. 7,807,717 a method for the control of insects breeding on water surfaces. The methods consist essentially of blending in a high shear mixer the ester of a fatty acid of 10 to 25 carbon atoms, a low molecular weight alcohol, an emulsifying agent, a thickener, and water. The composition is applied to the surface of insect infested water and forms an oil film on the water.

Many types of insecticides have been used to kill mosquitoes and other insect pests. Nevertheless, many insecticides have disadvantages. Some are toxic to humans, are harmful to the environment, or have limited efficacy. Accordingly, there is a continuing need for environmentally friendly compounds having improved insecticidal properties, while being substantially non-toxic or only mildly toxic to humans.

For example, some insecticides include organic solvents, in particular, aromatic hydrocarbons, chlorinated hydrocarbons, aliphatic hydrocarbons or petroleum distillates, which in high concentrations can be hazardous to human health. As such, the replacement of a majority of an aliphatic hydrocarbon with an alternate oil is desirable.

SUMMARY

In some aspects, provided are compositions comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

In other aspects, provided are methods for controlling insects, the methods comprising controlling the development of mosquitoes in aquatic breeding habitats with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

In other aspects, provided are methods for mosquito control comprising administering a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone to a surface of a body of water. The compositions can form a coating on the surface of the water.

In other aspects, provided are methods for controlling mosquitoes, the methods comprising forming a surface film over a body of water with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

Other aspects of the disclosure will become apparent by consideration of the detailed description.

DETAILED DESCRIPTION

The disclosure broadly relates to insecticidal compositions and methods of using the same. The compositions and methods may be effective and selective in killing insects. In some aspects, the compositions comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone. While individually these ingredients may not provide significant insecticidal activity, a combination of these ingredients provides a safe and efficacious insecticidal composition. The compositions described herein may be formulated for application or delivery to a surface and can form a uniform film or coating on the surface, such as the surface of a body of water. The compositions can reduce the surface tension of water and thereby prevent larvae from accessing the air and also inhibit adults from laying eggs.

Compositions

Compositions described herein may comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone, which in combination provides enhanced insecticidal activity compared to a conventional surface film. It has unexpectedly been found that these components, when tested

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alone, do not provide any level of biological control, but when combined according to the present disclosure, provide an effective treatment for killing mosquito larvae without the use of a chemical toxicant.

"Mineral oil" as used herein relates to the commonly known product of the same name, which is a by-product of the distillation of petroleum (crude oil) to make gasoline, cosmetics, pharmaceuticals, and many other products. Synonymous names for mineral oil can include "paraffin oil" or "white mineral oil" among other common names. Mineral oil is available from any number of commercial distributors (e.g., Brenntag, Barton Solvents). Non-limiting examples of "mineral oil" include those identified by CAS registry numbers: 8012-95-1, 8020-83-5, 8042-47-5, 72623-84-8, 72623-86-0, 72623-87-1, 64741-88-4, 64741-89-5, 64742-54-7, 64742-55-8, 64742-56-9, and 64742-65-0. White mineral oil is typically transparent and colorless and comprises complex mixtures of long chain aliphatic compounds often ranging in size from C_{15} - C_{40} . It is also used in cosmetics, pharmaceuticals, suntan lotions, baby oils, bath oils, and as a base for ointments. Various grades of mineral oil may have a viscosity in the range of about 70 Saybolt Universal Seconds or SUS to 550 SUS at 40° C. Depending on the refining process and source of crude oil, mineral oils can also include paraffinic, naphthenic, and aromatic compounds in varying weight percentages.

The compositions may comprise mineral oil in an amount of at least about 1%, at least about 2%, at least about 3%, or at least about 5% by weight of the composition. The compositions may comprise mineral oil in an amount of less than about 20%, less than about 18%, less than about 16%, or less than about 15% by weight of the composition. The compositions may comprise mineral oil in an amount of about 1% to about 20%, about 2% to about 18%, about 3% to about 16%, or about 5% to about 10% by weight of the composition.

While the specifications for mineral oil used in the cosmetic and pharmaceutical industry are very well defined, these same specifications (that assessed quality) are not always helpful in defining a mineral oil that provides an efficacious composition in the surface treatment of mosquito larvae. A series of six different lots of mineral oil were analyzed in a blind study by three different laboratories and were determined to be "nearly identical." As shown in Example 2, however, these same lots produced significantly different levels of percent mortality when formulated with a surfactant (ethoxylated alkylphenol) and a dispersing agent (silicone).

The compositions described herein overcome mineral oil's variable efficacy in controlling mosquitoes. It was discovered that the inclusion of a coconut oil in the compositions reduces the variability in efficacy, as shown in Example 4. As further detailed in Example 12, compositions comprising methylated coconut as described herein are effective in controlling mosquitoes, regardless of which lot of mineral oil is used. Further, it was surprisingly discovered that addition of a methylated coconut oil significantly reduces the weight percent of mineral oil needed to maintain an efficacious treatment for mosquito control, as shown in Example 4.

The compositions described herein comprise methylated coconut oil, also referred to herein as a methyl ester of coconut oil. "Coconut oil" as used herein relates to the edible oil extracted from the kernel or meat of matured coconut harvested from the coconut palm (*Cocos nucifera*) and derivatives of these oils. Coconut oils include, but are not limited to, coconut oil, virgin coconut oil, refined coconut oil, and methyl esters of coconut oil. Commercial methyl esters such as methylated coconut oil (MCO) are made from naturally occurring edible fats and oils. The refined oil of these mol-

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ecules is converted to a methyl ester through esterification with methanol and a base catalyst. Methyl esters can be fractionated into various alkyl range cuts (light, mid, and heavy) by distillation. As they are used in a wide range of direct and indirect food applications, the safety of the methyl esters is recognized by the US EPA, the Flavor and Extract Manufacturers Association, and the U.S. Food and Drug Administration.

The compositions may comprise coconut oil in an amount 10 of at least about 50%, at least about 60%, or at least about 70% by weight of the composition. The compositions may comprise coconut oil in an amount of less than about 99%, less than about 95%, or less than about 90% by weight of the composition. The compositions may comprise coconut oil in 15 an amount of about 50% to about 99%, about 60% to about 95%, about 70% to about 90%, or about 75% to about 95% by weight of the composition.

For example, in some embodiments, compositions may comprise about 8-12% mineral oil and about 80-90% methylated coconut oil.

Compositions may further comprise silicone. Silicones may include, but are not limited to, polydimethylsiloxane (polymerized silicone), silicone emulsions, and modified silicones. They can be effective across a wide temperature range 25 and can align functional groups across interfaces such as water/air and water/oil. A silicone may contribute to the spreading of the composition on a surface when used with a surfactant. This allows for a thinner and more uniform film of the composition to be applied to a surface. Silicone may act at 30 the surface or water/air interface, and hence, silicone may be referred to as a surface active agent. Polymerized silicones such as polydimethylsiloxane are inert and non-reactive and therefore provide a level of safety when used in a composition.

35 The compositions may comprise silicone in an amount of at least about 0.1%, at least about 0.2%, or at least about 0.3% by weight of the composition. The compositions may comprise silicone in an amount of less than about 5.0%, less than about 4.0%, or less than about 3.0% by weight of the composition. The compositions may comprise silicone in an amount of about 0.1% to about 5.0%, about 0.2% to about 4.0%, or about 0.3% to about 3.0% by weight of the composition.

For example, in some embodiments, compositions may 45 comprise about 8-12% mineral oil, about 80-90% methylated coconut oil, and about 0.2-0.4% polydimethylsiloxane.

Compositions may further comprise at least one surfactant. Surfactants may include, but are not limited to, nonionic surfactants, anionic surfactants, cationic surfactants, and 50 amphoteric surfactants. In some suitable embodiments, the surfactant is a nonionic surfactant.

Examples of nonionic surfactants include, but are not limited to, amides, alkanolamides, amine oxides, block polymers, alkoxylated primary and secondary alcohols, alkoxylated 55 alkylphenols, alkoxylated fatty esters, sorbitan derivatives, glycerol esters, propoxylated and alkoxylated fatty acids, alcohols, alkyl phenols, and glycol esters. For example, nonionic surfactants may include, but are not limited to, ethoxylated tridecyl alcohol, sorbitan monooleate, sorbitan monolaurate, and sorbitan monostearate.

Examples of anionic surfactants include, but are not limited to, sulfosuccinates and derivatives, sulfates of ethoxylated alcohols, sulfates of alcohols, sulfonates and sulfonic acid derivatives, sulfates and sulfonates of alkoxylated alkylphenols, phosphate esters, and polymeric surfactants. Suitably, anionic surfactants may include, but are not limited to, alkyl sulfates, ether sulfates, alkyl benzene sulfonates, alpha

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olefin sulfonates, diphenyloxide disulfonates, alkyl naphthalene sulfonates, sulfosuccinates, sulfosuccinamates, naphthalene-formaldehyde condensates, isethionates, N-methyl taurates, phosphate esters, and ether carboxylates.

Cationic surfactants may include amine surfactants, those containing non-quaternary nitrogen, those containing quaternary nitrogen bases, those containing non-nitrogenous bases and combinations of these surfactants. Such surfactants are disclosed in U.S. Pat. No. 3,457,109; U.S. Pat. No. 3,222,201; and U.S. Pat. No. 3,222,213, which are hereby fully incorporated by reference. Additional cationic surfactants may include ditallowalkyldimethyl (or diethyl or dihydroxyethyl) ammonium chloride, ditallowalkyldimethylammonium methyl sulfate, dihexadecylalkyl (C16) dimethyl (or diethyl, or dihydroxyethyl) ammonium chloride, dioctadecylalkyl (C18) dimethylammonium chloride, dieicosylalkyl (C20) dimethylammonium chloride, methyl (1) tallowalkyl amido ethyl (2) tallowalkyl imidazolinium methyl sulfate (commercially available as Varisoft 475 from Ashland Chemical Company), or mixtures of those surfactants. Other cationic surfactants may include sulfonium, phosphonium, and mono- or tri-long-chain quaternary ammonium materials.

Amphoteric surfactants may include zwitterionic surfactants. Amphoteric surfactants may also include, but are not limited to, amphoteric imadazoline derivatives and fatty amine and fatty amine ethoxylate derivatives. Amphoteric imadazoline derivatives may include, but are limited to, amphodiacetates, amphotacetates, amphotcarboxylates, amphotpropionate, amphotpropionate, and hydroxypropyl sulfonate. Fatty amine and fatty amine ethoxylate derivatives may include, but are not limited to, betaines, alkyl betaine, sultaine, dihydroxyethyl glycinate, alkyl amidopropyl betaine, and aminopropionate.

The hydrophilic-lipophilic balance (HLB) system is a useful expression of the hydrophilic (polyhydric alcohol or ethylene oxide) and the lipophilic (fatty acid or fatty alcohol) characteristics of a surfactant molecule. On an arbitrary scale of 1-20 (assigned by Atlas Chemical in the 1940's), a low HLB is considered lipophilic or oil-soluble. A high HLB is considered hydrophilic or water-soluble. An HLB of 9-11 is considered to be intermediate. HLB can provide invaluable insight in the selection of an appropriate surfactant for the desired properties of the compositions.

The compositions may comprise surfactant in an amount of at least about 1%, at least about 2%, or at least about 10% by weight of the composition. The compositions may comprise surfactant in an amount of less than about 10%, less than about 8%, or less than about 6% by weight of the composition. The compositions may comprise surfactant in an amount of about 1% to about 10%, about 2% to about 8%, or about 3% to about 6% by weight of the composition.

For example, in some embodiments, compositions may comprise methylated coconut oil, white light mineral oil having a viscosity of about 50 to about 350 cSt and an average molecular weight of about 6800 g/mol, a nonionic surfactant, and polydimethylsiloxane. In some embodiments, the nonionic surfactant may comprise ethoxylated tridecyl alcohol.

In some embodiments, the compositions can include one or more carriers and/or diluents such as, for example, any solid or liquid carrier or diluent that is commonly used in pesti-cidal, agricultural, or horticultural compositions. Those skilled in the art will recognize that these components in a composition are typically referred to as "inert ingredients" and are regulated by the U.S. EPA. Suitably, any included additional carrier or diluent will not reduce the insecticidal efficacy of the composition, relative to the efficacy of the composition in the absence of the additional component.

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Carriers and diluents can include, for example, solvents (e.g., water, alcohols, petroleum distillates, acids, and esters); vegetable oil (including but not limited to methylated vegetable oil); and/or plant-based oils as well as ester derivatives thereof (e.g., wintergreen oil, cedarwood oil, rosemary oil, peppermint oil, geraniol, rose oil, palmarosa oil, citronella oil, citrus oils (e.g., lemon, lime, and orange), dillweed oil, corn oil, sesame oil, soybean oil, palm oil, vegetable oil, olive oil, peanut oil, and canola oil). The composition can include varying amounts of other components such as, for example, fatty acids and fatty acid esters of plant oils (e.g., methyl palmitate/oleate/linoleate), and other auxiliary ingredients such as, for example, emulsifiers, dispersants, stabilizers, suspending agents, penetrants, coloring agents/dyes, UV-absorbing agents, and fragrances, as necessary or desired. The compositions may comprise carrier or diluent in an amount of at least about 1%, at least about 2%, or at least about 5% by weight of the composition. The compositions may comprise carrier or diluent in an amount of less than about 30%, less than about 25%, or less than about 20% by weight of the composition. The compositions may comprise carrier or diluent in an amount of about 1% to about 30%, about 2% to about 25%, or about 5% to about 20% by weight of the composition. Components other than mineral oil and coconut oil can be included in the compositions in any amount as long as the composition provides some amount of insecticidal efficacy.

Method of Making Compositions

The compositions can be generally prepared by any appropriate manufacturing processes and using any appropriate manufacturing equipment such as is known in the art. Suitably, the compositions can be prepared by combining the various components in an appropriate vessel (considering vessel size, amount of composition to be made and reactivity of components) with mixing (e.g., stirring) until a uniform or homogeneous composition is achieved. The various composition components can be added sequentially with stirring between each addition to ensure dissolution and/or dispersion of the previous component. This may be followed by addition of one or more additional components (e.g., solvents, diluents, and carriers) with stirring to provide a homogeneous composition.

Embodiments provide for the compositions manufactured as formulations that are useful for mosquito control. In some embodiments, the composition may be formulated for administration, application, or delivery to a surface of a body of water. Suitably, the composition can be formulated as a spray.

Methods

In other aspects, methods for mosquito control are provided. In some embodiments, methods may comprise contacting a mosquito with an effective amount of a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicon, as described above.

Contacting may include contacting an insect directly or indirectly. For example, compositions described herein may be applied to a surface and an insect may subsequently or concurrently contact the surface and the composition. In some embodiments, compositions may be applied to a surface. In some embodiments, compositions may form a coating or film on a surface. In some embodiments, methods comprise forming a coating or film on a surface. The compositions can reduce the water's surface tension. The compositions may cause mosquito larvae to suffocate or drown. The compositions may prevent adult mosquitoes from laying eggs.

Surfaces may include, but are not limited to, surfaces of liquid such as bodies of water or other aquatic mosquito breeding sites. Examples of bodies of water and application

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sites include, without limitation, salt marshes, freshwater aquatic environments, storm water drainage areas, sewers and catch basins, woodland pools, snow pools, roadside ditches, retention ponds, freshwater dredge spoils, tire tracks, rock holes, pot holes, and similar areas subject to holding water; natural and manmade aquatic sites, fish ponds, ornamental ponds, fountains, and other artificial water-holding containers or tanks; flooded crypts, transformer vaults, abandoned swimming pools, construction, and other natural or manmade depressions; stream eddies, creek edges, detention ponds, 10 freshwater swamps and marshes including mixed hardwood swamps, cattail marshes, common reed wetlands, water hyacinth ponds, and similar freshwater areas with emergent vegetation; brackish water swamps, marshes, and intertidal areas; sewage effluent, sewers, sewage lagoons, cesspools, oxidation ponds, septic ditches, and septic tanks; animal waste lagoons, settling ponds, livestock runoff lagoons, and wastewater impoundments associated with fruit and vegetable processing; and similar areas. Other examples include, without limitation, dormant rice fields (for application during the interval between harvest and preparation of the field for the next cropping cycle), standing water within pastures/hay fields, rangeland, orchards, and citrus groves where mosquito breeding occurs.

"Mosquito" is understood to refer to any species of the ~3,500 species of the insect that is commonly associated with and given the common name "mosquito." Mosquitoes span 41 insect genera, including the non-limiting examples of *Aedes*, *Culex*, *Anopheles* (carrier of malaria), *Coquillettidia*, and *Ochlerotatus*. In embodiments described herein, a mosquito can refer to an adult mosquito or a larval mosquito, or both. Thus, some embodiments encompass methods or compositions wherein the insecticidal activity is as a mosquito "adulticide" or alternatively a mosquito "larvicide." Suitably, the compositions and methods described herein function as larvicides.

In some embodiments, the methods described herein can comprise any known route, apparatus, and/or mechanism for the delivery or application of the compositions and formulations. In some embodiments, the method comprises a sprayer. In some embodiments, compositions described herein may be applied at rates of about three gallons to about ten gallons per acre, depending on insect population densities. Traditional pesticide sprayers in the pest control markets are typically operated manually or electrically or are gas-controlled and use maximum pressures ranging from 15 to 500 psi generating flow rates from 1 gpm to 40 gpm.

For a composition to be registered and marketed as a "pesticide" within the United States for some uses (e.g. public health and pest control in residential structures), the U.S. EPA requires that a composition provide a minimum 95% insect mortality rate. In some embodiments, the composition is applied in an amount effective to kill at least about 95% of the contacted mosquito population. In some embodiments, the compositions provided herein have some degree of insecticidal activity, while not necessarily meeting the EPA requirements for an insecticide for certain uses. That is, certain compositions are still considered effective if less than about 95% of the contacted mosquito population is killed, as required by the EPA. In some embodiments, the composition is applied in an amount effective to kill at least about 90%, or less than about 95%, of the contacted mosquito population.

The use of the terms "a" and "an" and "the" and similar referents in the context of describing the invention are to be construed to cover both the singular and the plural, unless otherwise indicated herein or clearly contradicted by context. The terms "comprising," "having," "including," and "con-

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taining" are to be construed as open-ended terms (i.e., meaning "including but not limited to") unless otherwise noted. All methods described herein can be performed in any suitable order unless otherwise indicated herein or otherwise clearly contradicted by context. The use of any and all examples, or exemplary language (e.g., "such as") provided herein, is intended merely to illustrate aspects and embodiments of the disclosure and does not limit the scope of the claims.

EXAMPLES

Reference Example 1

Materials and Methods

Reagents.

Mineral oil was supplied by Brenntag Great Lakes, LLC (Wauwatosa, Wis.), Barton Solvents (Des Moines, Iowa), and Price Tech Group (Channahon, Ill.). Diluents were supplied by Stepan Company (Chicago, Ill.), Cognis Corporation (Ambler, Pa.), and Procter & Gamble Chemicals (Cincinnati, Ohio). Surface active agents were supplied by Akzo Nobel Surfactants (Chicago, Ill.), Stepan Company (Chicago, Ill.), 25 Harcros Chemicals, Inc. (Joliet, Ill.), Huntsman Corporation (The Woodlands, Tex.), Croda Inc. (Edison, N.J.), and Dow Chemical (Midland, Mich.).

Laboratory Bioassay Method.

All larvae were reared on a diet of ground TETRAMIN® 30 fish food (Tetra, Blacksburg, Va.) in an insectary maintained at 30° C. and 45% relative humidity (RH). Mainly third instars of *Aedes aegypti* were used for the laboratory container experiments. *Anopheles quadrimaculatus* and *Culex quinquefasciatus* were also tested where indicated.

35 Laboratory bioassays were conducted in 37.15" (l)×63.5" (w)×14.3" (d) plastic larval trays (laboratory containers). Each tray was filled with 27 liters of de-chlorinated water and received 50 healthy third instar larvae. The temperature of the water during most of the studies was 21° C. Additional testing was done at a water temperature of 15.6° C. and 28° C. 40 Treatments were applied at a rate of 3 gal/acre or 663 µL/tray with an Eppendorf pipette. During the experimental period larvae were fed ground TETRAMIN® fish food (Tetra, Blacksburg, Va.) that was blended with water before introduction into the water of the larval tray to prevent flotation and thus interference with the surface film being tested.

45 Trays were scored for mortality at 1, 2, 4, 24, 48, and 72 hours following treatment introduction. At each time period the numbers of live and dead larvae were counted. Larvae 50 were considered dead if they showed no movement including swimming/wriggling or filter feeding. Each treatment in the study was replicated three times using separate trays for each replication. A 95% mortality rate was considered acceptable for a commercial product.

55 The following calculations were made for testing a liquid larvicide in the laboratory at a field application rate of 3 gallons/acre:

$$3 \text{ gal/acre} \times 3.785 \text{ liters/gal} = 11.355 \text{ liters/acre}$$

$$11.355 \text{ liters/acre} \times 1000 \text{ mL/liter} = 11,355 \text{ mL/acre}$$

$$\frac{11,355 \text{ mL/acre}}{43,560 \text{ ft}^2/\text{acre}} = 0.26067 \text{ mL/ft}^2$$

$$\text{length} \times \text{width} = 25" \times 14.64" = 366.25 \text{ in}^2$$

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$$\frac{366.25 \text{ in}^2}{144 \text{ in}^2/\text{ft}^2} = 2.543 \text{ ft}^2$$

$$2.543 \text{ ft}^2 \times 0.26067 \text{ mL/ft}^2 = 0.663 \text{ mL/tray} = 663 \mu\text{L/tray of liquid larvicide}$$

Example 2

Compositions Containing Six Different Lots of Mineral Oil

A 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75% wt) white mineral oil, 0.48 g (0.95% wt) of a 4-mole ethoxylated nonylphenol (WITCONOL™ NP 40, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30% wt) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with different lots of mineral oil and the same lot of the nonylphenol and silicone oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 1

Comparative bioassay of six different lots of mineral oil on 3rd instar *Aedes aegypti* at 21° C.

MINERAL OIL	% MORTALITY		
	24 HAT	48 HAT	72 HAT
Sample 1	100	100	100
Sample 2	10	33	47
Sample 3	31	82	84
Sample 4	6	35	50
Sample 5	59	93	96
Sample 6	37	81	87

* HAT = Hours After Treatment (hours after liquid larvicide (treatment) is applied to the surface of the water).

According to the results shown in Table 1, the compositions were effective in controlling *Aedes aegypti* mosquitoes at 21° C., but with variable efficacy.

Example 3

Compositions Having Varying HLB Numbers

Surfactants with different HLB numbers were tested in an effort to reduce the variable efficacy of the compositions demonstrated in Example 2.

Consistent with the compositions tested in Example 2, a 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75%) of white mineral oil, 0.48 g (0.95%) of an ethoxylated nonylphenol (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30%) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with one lot of mineral oil, one lot of silicone oil, and an ethoxylated nonylphenol from the WITCONOL™ Series of surfactants with an increasing HLB number. In addition to the screening of each WITCONOL™ surfactant as illustrated in Table 2, a second series of blends of WITCONOL™ surfactants was also tested for biological activity, as shown in Table 3. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

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TABLE 2

Comparative Bioassay of Six WITCONOL™ NP Series Surfactants on 3 rd instar <i>Aedes aegypti</i> at 21° C.						
5	Composition	Witconol No.	HLB	% Mortality		
				24 HAT	48 HAT	72 HAT
10	Sample 7	NP 15	4.6	3	18	47
	Sample 8	NP 20	6.9	0	5	21
	Sample 9	NP 40	8.9	1	31	53
	Sample 10	NP 60	10.9	1	11	27
	Sample 11	NP 90	13.0	1	8	16
	Sample 12	NP 100	13.1	3	13	31

TABLE 3

Comparative Bioassay of Six WITCONOL™ NP Series Blends of Surfactants on 3 rd instar <i>Aedes aegypti</i> at 21° C.						
20	WITCONOL™ No. Blend	HLB (calcu-	% Mortality			30
			(50/50)	lated)	24 HAT	
25	Sample 13	NP 15/20	5.7	0	12	29
25	Sample 14	NP 20/40	7.9	2	7	27
25	Sample 15	NP 15/90	8.8	5	27	42
25	Sample 16	NP 40/60	9.9	1	9	17
25	Sample 17	NP 40/90	10.9	0	15	42
25	Sample 18	NP 40/100	11.0	0	24	44
25	Sample 19	NP 60/90	11.9	3	11	21
25	Sample 20	NP 60/100	12.0	0	7	44
25	Sample 21	NP 90/100	13.1	0	7	20

As shown in Tables 2 and 3, changing the surfactant (increasing the HLB number) to make the blend less lipophilic did not produce an efficacious composition. It was determined that this class of surfactants (alkyl nonylphenols) would not provide the 95% mortality as required by the EPA. After screening a number of different nonionic surfactant chemistries, it was further determined that a change in surfactant would not alter the composition enough to overcome the variation in efficacy.

Example 4

Compositions Containing Methylated Coconut Oil (MCO)

50 Methylated coconut oil (MCO) was tested as a diluent/cosolvent for mineral oil in the compositions in the examples above. As an alternative to conventional chemistries, essential oils such as MCO are "natural" or derived from plants, and they can advantageously provide a level of safety both to humans and to the environment. It was determined that MCO was soluble in all components of the initial composition and could provide added benefits (both safety and efficacy) when mixed with mineral oil, a surfactant, and silicone oil.

55 A series of samples was prepared as set forth in Example 2 with 0.95% WITCONOL™ NP-40 (Akzo Nobel Surfactants, Chicago, Ill.) and 0.30% silicone oil, with varying amounts of mineral oil and MCO (STEPAN® C-42, Stepan Company, Chicago, Ill.) as indicated in Table 4. In all samples, the amount of WITCONOL™ surfactant and silicone oil was held constant. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

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TABLE 4

Comparative Bioassay of Mineral Oil/MCO/silicone oil on 3 rd instar <i>Aedes aegypti</i> at 21° C.						
Composition	Mineral oil	Wt %	Wt %	% Mortality		
				MCO	24 HAT	48 HAT
Sample 22	50.00	48.75	9	25	63	
Sample 23	25.00	73.75	19	73	93	
Sample 24	12.50	86.25	63	90	97	
Sample 25	10.00	88.75	83	97	100	
Sample 26	5.00	93.75	91	98	100	
Sample 27	2.50	96.25	84	95	97	
Sample 28	1.00	97.75	88	99	99	

It was surprisingly found that the addition of a methylated coconut oil to the composition provided a consistent level of insect control when applied to the surface of a body of water. Additionally, the amount of mineral oil could be reduced to a range of from about 5% to 10% and still maintain an efficacious treatment.

Example 5

Compositions Evaluating the Effects of Various Surfactant Types

A series of screening bioassays was initiated to find the optimum surfactant for the mineral oil/MCO/silicone oil blend in Example 4 and to also replace the nonylphenol surfactant. The replacement of the nonylphenol surfactant would have human health and environmental benefits. Replacing the nonylphenol surfactant would be additionally advantageous because it has been banned in the European Union since May 2005 and is under review by the U.S. EPA.

Consistent with Example 2, a series of 50.00 g samples was prepared to evaluate the effectiveness of a group of surfactants to replace the nonylphenol surfactant (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.). Each sample contained 10.00% mineral oil, 88.75% MCO, 0.30% silicone oil, and 0.95% of the selected surfactant, as shown in Table 5. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 5

Comparative bioassay of surfactant types in a composition on 3 rd instar <i>Aedes aegypti</i> at 21° C.						
Composition	Surfactant Types	HLB	% Mortality			72 HAT
			24 HAT	48 HAT	72 HAT	
Sample 29	sorbitan trioleate	1.8	49	86	91	
Sample 30	sorbitan monooleate	4.3	81	100	100	
Sample 31	sorbitan monolaurate	8.6	83	99	99	
Sample 32	sorbitan trioleate	11.0	21	71	83	
Sample 33	ethoxylated vegetable oil	12.0	6	36	59	
Sample 34	ethoxylated tridecyl alcohol	12.8	75	97	98	
Sample 35	sorbitan monostearate	14.9	66	93	99	
Sample 36	sorbitan monoleate	15.0	75	95	99	
Sample 37	sorbitan monolaurate	16.7	40	91	100	

The ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) proved to be the most versatile surfactant in this series due to its ability to work over a wide range of temperature, pH, and water hardness (data not shown) and therefore was chosen as the preferred surfactant.

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Example 6

Comparative Bioassay of Varying Levels of Ethoxylated Tridecyl Alcohol

A series of 50.00 g samples was prepared according to Example 2, with varying amounts of ethoxylated tridecyl alcohol surfactant. The amount of mineral oil was maintained at 10.00%, and the amount of silicone oil was maintained at 0.30% in each of the sample preparations. The weight % of the MCO was adjusted accordingly to the weight % of ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) to give a 100% composition, as shown in Table 6. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 6

Comparative bioassay of level of ethoxylated tridecyl alcohol in a composition on 3 rd instar <i>Aedes aegypti</i> at 21° C.					
Composition	MCO	TDA-8	Wt %		
			24 HAT	48 HAT	72 HAT
Sample 38	88.20	1.50	83	97	100
Sample 39	87.70	2.00	81	96	100
Sample 40	85.70	4.00	89	97	100
Sample 41	84.70	5.00	83	98	100

A 4% level of ethoxylated tridecyl alcohol was determined to be the most efficacious and economical treatment in this study, as exemplified by Sample 40 at 10.00% mineral oil, 85.70% MCO, 4.00% SURFONIC® TDA-8, and 0.30% silicone oil.

Example 7

Evaluation of Sample 40 at Varying Temperatures

When applying a liquid larvicide to shallow aquatic breeding sites, typical water temperatures may range from 60° F. to 80° F. Therefore, Sample 40 (Example 6) was tested at three water temperatures at a field rate of 3 gallons per acre as described in the Laboratory Bioassay Method (Reference Example 1).

Using a chilled water bath, Sample 40 was tested at a water temperature of 15.6° C. (60° F.). Only one replication (50 larvae) was tested, and the mortality was 86% at 24 hours, 96% at 48 hours, and 98% at 72 hours. Sample 40 was tested in three replicates of 50 larvae each (total 150) at 21° C. (70° F.), and the mean mortality was 74% at 24 hours, 96% at 48 hours, and 99.33% at 72 hours. Using an elevated temperature water bath, Sample 40 was tested in one replicate (50 larvae) at a water temperature of 27° C. (80° F.), and the mortality was 72% at 24 hours, 98% at 48 hours, and 98% at 72 hours.

The % mortality of the composition was acceptable throughout a range of water temperatures that may be encountered when applying the liquid larvicide at a commercial application rate of 3 gallons/acre.

Example 8

Evaluation of Sample 42 on *Aedes aegypti*, *Anopheles quadrimaculatus*, and *Culex quinquefasciatus*

In addition to being able to provide an efficacious treatment over a range of water temperatures, a composition was tested

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for efficacy in controlling other genera of mosquito larvae. There are 41 genera of mosquitoes containing approximately 3500 species, with some of the most common being *Aedes*, *Culex*, and *Anopheles*. These larvae were tested in the laboratory using a composition similar to Sample 40, but with the substitution of a higher molecular weight silicone oil (>6800 g/mole). While the viscosity of the silicone oil increased from 50 cSt to 350 cSt, this did not affect the physical or biological performance of the composition. The higher molecular weight silicone oil had the added advantage of being U.S. EPA compliant under 40 CFR 180.960 (polymer exempt from the requirement of a tolerance on growing crops pre and post harvest). This is a significant advantage for the applicator of a surface oil for the control of mosquito larvae, particularly when spraying in close proximity to growing crops.

The weight % of each component remained the same. A 50.00 g sample was prepared as in Example 2 using 10.0% mineral oil, 85.7% methylated coconut oil (STEPAN® C-42, Stepan Company, Chicago, Ill.), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and 0.3% polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, either 350 cSt or 50 cSt from Dow Chemical, Midland, Mich.). The sample was referred to as Sample 42 and was tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 7

Comparative bioassay of Sample 42 at 21° C.						
Composition	Larvae	% MORTALITY				
		24 HAT	48 HAT	72 HAT		
Sample 42	<i>Aedes aegypti</i>	76	84	90		
Sample 42	<i>Anopheles quadrimaculatus</i>	90	98	100		
Sample 42	<i>Culex quinquefasciatus</i>	100	100	100		

Sample 42 was determined to be excellent in controlling *Culex quinquefasciatus* as well as providing an efficacious treatment for *Aedes aegypti* and *Anopheles quadrimaculatus*. No differences in efficacy were observed as a result of the substitution of the low molecular weight silicone oil.

Example 9

Evaluation of Various Suppliers and Fractions of MCO

A 50.00 g sample of each of the candidate methyl esters of coconut oil (85.7%) was prepared with 10.00% mineral oil, 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, from Dow Chemical, Midland, Mich.). Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 8

Comparative efficacy of compositions containing methyl esters of coconut oil provided by various suppliers at 21° C.						
Composition	MCO	Type *	% Mortality			65
			24 HAT	48 HAT	72 HAT	
Sample 43	P&G CE-810	C8-C10	10	39	63	
Sample 44	P&G CB-1095	C8-C10	39	70	77	

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TABLE 8-continued

Comparative efficacy of compositions containing methyl esters of coconut oil provided by various suppliers at 21° C.							
5	Composition	MCO	% Mortality				
			Type *	24 HAT	48 HAT	72 HAT	
Sample 45	STEPAN® C-42	C12-C14	87	100	100		
Sample 46	P&G CE-1270	C12-C14	81	97	100		
10	Sample 47	P&G CE-1295	C12-C14	93	99	100	
Sample 48	Aquique ME 1270-U	C12-C14	89	98	100		
Sample 49	STEPAN® C-65	C16-C18	41	85	97		
Sample 50	P&G CE-1618	C16-C18	96	100	100		

* The methyl esters are fractionated for different end use applications: C₈-C₁₀ would be considered a light cut; C₁₂-C₁₄ would be considered a mid cut; and C₁₆-C₁₈ would be considered a heavy cut.

Example 10

Freeze-Thaw Cycle Test

A 10.0 g sample of Sample 42 (Example 8) was weighed into a 25 mL glass vial and placed in a freezer for 16 hours at 0° C. The sample was removed from the freezer and allowed to sit at room temperature for 8 hours. Observations were reported, the sample was placed back in the freezer, and this cycle of freezing and thawing was repeated for a total of 3 cycles. The composition showed no signs of crystallization after 3 freeze thaw cycles.

Example 11

Evaluation of Each Component in Sample 42

The individual components of Sample 42 (Example 8) were tested for activity against mosquitoes. No sample preparation was required because each component was tested neat ("as is"). Testing was done using the Laboratory Bioassay Method (Reference Example 1).

TABLE 9

Comparative bioassay of the components in Sample 42 on 3 rd instar <i>Aedes aegypti</i> at 21° C.						
45	Component	Rate	% MORTALITY			65
			24 HAT	48 HAT	72 HAT	
Mineral oil		663 µL	0	0	1	
MCO (STEPAN® C-42)		663 µL	7	7	9	
ethoxylated tridecyl alcohol (SURFONIC® TDA-8)		663 µL	17	20	25	
polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, 350 cSt)		663 µL	2	3	24	

Separately, each component in Sample 42 when tested at a field application rate of 3 gallons/acre (663 µL per tray) exhibited very low biological activity. When combined in an optimum ratio as defined in Sample 42 (Example 8), however, the components provided an efficacious treatment across a range of water temperatures and common mosquito larvae.

Example 12

Evaluation of Methylated Coconut Oil with Four Different Lots of Mineral Oil

Four samples (50.00 g each) of Sample 42 (Example 8) was prepared containing (85.7%) methylated coconut oil

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(STEPAN® C-42, Stepan Company, Chicago, Ill.) with 10.0% mineral oil (various suppliers), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, 350 cSt, from Dow Chemical, Midland, Mich.). Each sample contained a different lot of mineral oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 10

Variable	% MORTALITY		
	24 HAT	48 HAT	72 HAT
Mineral oil A	89	97	100
Mineral oil B	87	100	100
Mineral oil C	96	96	100
Mineral oil D	93	100	100

When compared to the results in Table 1, the percent mortality is consistent across four different lots of mineral oil. The compositions provide >95% mortality within 48 hours after treatment (HAT), independent of the lot of mineral oil used.

Example 13

Field Study

The efficacy of Sample 42 (Example 8) was examined with a larval bioassay. *Aedes aegypti* and *Culex quinquefasciatus* 3rd instar were exposed to Sample 42 at a rate of 2.39 mL/pool (equivalent to 3 gal/acre). Experiments were conducted in PVC pools (41 inch diameter, 5 inches deep) filled with approximately three inches of well water. Treatments included Sample 42 and an untreated control with four replicates.

Materials and Methods.

Experiments were conducted under field conditions with water temperatures of 69-73.9° F. and ambient air temperatures ranging from 57.3° F. at night to 82.3° F. during the day at the Clarke Technical field research site in Bronson, Fla. Only a trace of rain was recorded during the trial. The mosquito species and life stage studied was *Aedes aegypti* and *Culex quinquefasciatus* 3rd instars obtained from the Clarke insectary. All larvae were visually inspected to document instar and species.

Experiments were conducted in PVC pools (41 inches in diameter and 5 inches deep) filled with three inches of well water. All pools were allowed to acclimate for 24 hours before testing. Sample 42 was applied at a rate of 2.39 mL to each treatment pool following the introduction of the larvae.

The larval challenge set consisted of 20 *Aedes aegypti* and 20 *Culex quinquefasciatus* healthy 3rd instar larvae and were allowed to free range throughout the pool. Pools were scored for mortality at 24 hours and 48 hours post larval introduction. Dead larvae were removed from each pool at each scoring period. Larvae were considered dead if they exhibited no movement including swimming, wriggling or filter feeding.

Larvae used for this study were reared on a diet of ground TETRAMIN® fish food (Tetra, Blacksburg, Va.). All larvae were reared at 28-30° C., 44-48% RH, and 12/12 light/dark photoperiod in the Clarke insectary. All larvae were visually inspected for accuracy of age and species identification.

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RESULTS AND CONCLUSIONS

The summary data for the comparison is reported in Tables 11 and 12. This field study demonstrated that Sample 42 resulted in 90% insect mortality at 24 hours after treatment and 100% mortality after 48 hours after treatment at a commercial application rate of 3 gal/acre. A second comparison was not required because the first comparison demonstrated 100% mortality after 48 hours.

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TABLE 11

<i>Aedes aegypti</i> and <i>Culex quinquefasciatus</i> 24 hour summary data for Sample 42 pool efficacy trial.			
Challenge Set	Treatment	Mean Mortality (SE) ¹	% Mortality
1	Sample 42	36.0 (0.913)a	90.00
1	Untreated Control	0.5 (0.5)b	1.25

20 ¹Means followed by the same letter are not significantly different P < 0.005; mean separation by LSD ($\alpha = 0.05$), within each challenge set.

TABLE 12

<i>Aedes aegypti</i> and <i>Culex quinquefasciatus</i> 48 hour summary data for Sample 42 pool efficacy trial.			
Challenge Set	Treatment	Mean Mortality (SE) ¹	% Mortality
1	Sample 42	40.0 (0.00)c	100.00
1	Untreated Control	1.75 (0.75)d	4.38

1Means followed by the same letter are not significantly different P < 0.005; mean separation by LSD ($\alpha = 0.05$), within each challenge set.

35 The invention claimed is:

1. A composition effective for mosquito control, said composition comprising:
 - i) about 5% to about 15% mineral oil;
 - ii) about 70% to about 90% methylated coconut oil;
 - iii) about 1% to about 10% surfactant; and
 - iv) about 0.2% to about 4% silicone;

wherein said composition reduces a mosquito population treated therewith by at least about 95%.
2. The composition of claim 1, wherein the silicone comprises polydimethylsiloxane.
3. The composition of claim 1, wherein the surfactant comprises a nonionic surfactant.
4. The composition of claim 3, wherein the nonionic surfactant comprises ethoxylated tridecyl alcohol.
5. The composition of claim 1, wherein the mineral oil is present in an amount of about 8% to about 12% by weight.
6. The composition of claim 1, wherein the methylated coconut oil is present in an amount of about 80% to about 90% by weight.
7. The composition of claim 1, wherein the at least one surfactant is present in an amount of about 3% to about 6% by weight.
8. The composition of claim 1, wherein the silicone is present in an amount of about 0.2% to about 0.4% by weight.
9. The composition of claim 1, wherein the composition excludes nonylphenol surfactants.
10. A composition effective for mosquito control, said composition comprising about 8% to about 12% mineral oil, about 80% to about 90% methylated coconut oil, about 3% to about 6% nonionic surfactant, and about 0.2% to about 0.4% polydimethylsiloxane; wherein said composition reduces a mosquito population treated therewith by at least about 95%.

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11. A formulation comprising the composition of claim 1, wherein the formulation is in the form of a spray.

12. A method for mosquito control comprising applying a composition to a surface of a body of water; wherein said composition comprises:

- i) about 5% to about 15% mineral oil;
- ii) about 70% to about 90% methylated coconut oil;
- iii) about 1% to about 10% surfactant; and
- iv) about 0.2% to about 4% silicone.

13. The method of claim 12, wherein the composition 10 forms a coating on the surface of the water.

14. The method of claim 12, wherein the composition is applied in an amount effective to kill at least about 95% of the mosquito population.

15. The method of claim 12, wherein the mosquito control 15 comprises killing mosquito larvae in or on the body of water.

16. The method of claim 12, wherein the mosquito control comprises inhibiting adult mosquitoes from laying eggs in or on the body of water.

17. The method of claim 12, wherein the mosquito is any 20 mosquito of the genus *Aedes*, *Culex*, or *Anopheles*.

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(12) **United States Patent**
Saunders et al.

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(54) **INSECTICIDAL COMPOSITIONS AND METHODS OF USING THE SAME**

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See application file for complete search history.

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(57) **ABSTRACT**

Provided are mosquito larvicide compositions comprising a mineral oil and a methylated coconut oil. The compositions may further comprise a silicone and at least one surfactant. The compositions can kill mosquito larvae in swamps, flood-water areas, and other areas where mosquitoes develop. Further provided are methods for mosquito control. The methods may comprise coating the surface of a body of water.

19 Claims, No Drawings

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INSECTICIDAL COMPOSITIONS AND
METHODS OF USING THE SAME

FIELD

The disclosure relates to compositions and methods useful for insect control.

BACKGROUND

Over one billion tons of pesticide products are used each year in the United States. Pesticides are an important component of pest management strategies in the public health industry. The Environmental Protection Agency (EPA) Office of Pesticide Programs registers and regulates pesticides as mandated by Federal Law. One of their mandates is to approve safer, reduced risk pesticides.

Currently there are many established methods for controlling the development of juvenile mosquito life stages, that is, both larvae and pupae, in the aquatic environment. One widely accepted procedure involves coating the surface of a body of water with a uniform film that acts to reduce the water's surface tension. This mode-of-action prevents larvae from accessing atmospheric oxygen, as their breathing siphons are inhibited from attaching to the surface of treated water and/or leading to a saturation of their tracheal systems; larval death occurs as a result of either drowning or suffocation. In addition, surface films may also impede adult mosquitoes from laying eggs.

Compositions that coat the surface of a body of water can kill mosquito larvae, that is, act as a larvicide. The compositions may also act as a larvicide without including any traditional pesticide. Because the mode of action is physical rather than chemical, mosquitoes cannot easily develop resistance.

U.S. Pat. No. 4,569,947 describes a method for controlling mosquitoes, which comprises coating the surface of a body of water containing immature forms of mosquitoes with an effective amount of one or more of a β -branched alkanol or a 1-3 mole alkoxylate thereof.

U.S. Pat. No. 4,707,359 describes a composition for controlling the breeding of insects (particularly mosquitoes) that have aquatic breeding sites. The composition comprises two components. The first component is an insoluble monomolecular layer, an insoluble foam layer, or a duplex film layer. The second component comprises a mosquito larva toxin obtained during growth of bacterial cultures. The combination of the two components provides a synergistic mixture.

U.S. Pat. No. 5,273,967 describes a method for killing immature mosquitoes in a body of water comprising spreading on the surface of the body of water a particulate, solid carbohydrate compound. The compound is non-soluble in water. The compound is spread in a quantity sufficient to hydrate at the surface of the body of water and form a substantially unbroken, floating hydrated carbohydrate layer, thereby suffocating the mosquitoes in the body of water.

U.S. Pat. No. 6,512,012 describes a method of controlling the population of mosquitoes comprising applying a surface-active composition to an aquatic environment to form a film over water within that environment. The compositions comprise at least one C_6 to C_{11} alcohol alkoxylate.

U.S. Pat. No. 7,807,717 a method for the control of insects breeding on water surfaces. The methods consist essentially of blending in a high shear mixer the ester of a fatty acid of 10 to 25 carbon atoms, a low molecular weight alcohol, an emulsifying agent, a thickener, and water. The composition is applied to the surface of insect infested water and forms an oil film on the water.

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Many types of insecticides have been used to kill mosquitoes and other insect pests. Nevertheless, many insecticides have disadvantages. Some are toxic to humans, are harmful to the environment, or have limited efficacy. Accordingly, there is a continuing need for environmentally friendly compounds having improved insecticidal properties, while being substantially non-toxic or only mildly toxic to humans.

For example, some insecticides include organic solvents, in particular, aromatic hydrocarbons, chlorinated hydrocarbons, aliphatic hydrocarbons or petroleum distillates, which in high concentrations can be hazardous to human health. As such, the replacement of a majority of an aliphatic hydrocarbon with an alternate oil is desirable.

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SUMMARY

In some aspects, provided are compositions comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

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In other aspects, provided are methods for controlling insects, the methods comprising controlling the development of mosquitoes in aquatic breeding habitats with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

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In other aspects, provided are methods for mosquito control comprising administering a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone to a surface of a body of water. The compositions can form a coating on the surface of the water.

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In other aspects, provided are methods for controlling mosquitoes, the methods comprising forming a surface film over a body of water with a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicone.

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Other aspects of the disclosure will become apparent by consideration of the detailed description.

DETAILED DESCRIPTION

The disclosure broadly relates to insecticidal compositions and methods of using the same. The compositions and methods may be effective and selective in killing insects. In some aspects, the compositions comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone. While individually these ingredients may not provide significant insecticidal activity, a combination of these ingredients provides a safe and efficacious insecticidal composition. The compositions described herein may be formulated for application or delivery to a surface and can form a uniform film or coating on the surface, such as the surface of a body of water. The compositions can reduce the surface tension of water and thereby prevent larvae from accessing the air and also inhibit adults from laying eggs.

Compositions

Compositions described herein may comprise a mineral oil, a methylated coconut oil, at least one surfactant, and silicone, which in combination provides enhanced insecticidal activity compared to a conventional surface film. It has unexpectedly been found that these components, when tested alone, do not provide any level of biological control, but when combined according to the present disclosure, provide an effective treatment for killing mosquito larvae without the use of a chemical toxicant.

“Mineral oil” as used herein relates to the commonly known product of the same name, which is a by-product of the distillation of petroleum (crude oil) to make gasoline, cosmetics, pharmaceuticals, and many other products. Synonymous names for mineral oil can include “paraffin oil” or

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"white mineral oil" among other common names. Mineral oil is available from any number of commercial distributors (e.g., Brenntag, Barton Solvents). Non-limiting examples of "mineral oil" include those identified by CAS registry numbers: 8012-95-1, 8020-83-5, 8042-47-5, 72623-84-8, 72623-86-0, 72623-87-1, 64741-88-4, 64741-89-5, 64742-54-7, 64742-55-8, 64742-56-9, and 64742-65-0. White mineral oil is typically transparent and colorless and comprises complex mixtures of long chain aliphatic compounds often ranging in size from C_{15} - C_{40} . It is also used in cosmetics, pharmaceuticals, suntan lotions, baby oils, bath oils, and as a base for ointments. Various grades of mineral oil may have a viscosity in the range of about 70 Saybolt Universal Seconds or SUS to 550 SUS at 40° C. Depending on the refining process and source of crude oil, mineral oils can also include paraffinic, naphthenic, and aromatic compounds in varying weight percentages.

The compositions may comprise mineral oil in an amount of at least about 1%, at least about 2%, at least about 3%, or at least about 5% by weight of the composition. The compositions may comprise mineral oil in an amount of less than about 20%, less than about 18%, less than about 16%, or less than about 15% by weight of the composition. The compositions may comprise mineral oil in an amount of about 1% to about 20%, about 2% to about 18%, about 3% to about 16%, or about 5% to about 10% by weight of the composition.

While the specifications for mineral oil used in the cosmetic and pharmaceutical industry are very well defined, these same specifications (that assessed quality) are not always helpful in defining a mineral oil that provides an efficacious composition in the surface treatment of mosquito larvae. A series of six different lots of mineral oil were analyzed in a blind study by three different laboratories and were determined to be "nearly identical." As shown in Example 2, however, these same lots produced significantly different levels of percent mortality when formulated with a surfactant (ethoxylated alkylphenol) and a dispersing agent (silicone).

The compositions described herein overcome mineral oil's variable efficacy in controlling mosquitoes. It was discovered that the inclusion of a coconut oil in the compositions reduces the variability in efficacy, as shown in Example 4. As further detailed in Example 12, compositions comprising methylated coconut as described herein are effective in controlling mosquitoes, regardless of which lot of mineral oil is used. Further, it was surprisingly discovered that addition of a methylated coconut oil significantly reduces the weight percent of mineral oil needed to maintain an efficacious treatment for mosquito control, as shown in Example 4.

The compositions described herein comprise methylated coconut oil, also referred to herein as a methyl ester of coconut oil. "Coconut oil" as used herein relates to the edible oil extracted from the kernel or meat of matured coconut harvested from the coconut palm (*Cocos nucifera*) and derivatives of these oils. Coconut oils include, but are not limited to, coconut oil, virgin coconut oil, refined coconut oil, and methyl esters of coconut oil. Commercial methyl esters such as methylated coconut oil (MCO) are made from naturally occurring edible fats and oils. The refined oil of these molecules is converted to a methyl ester through esterification with methanol and a base catalyst. Methyl esters can be fractionated into various alkyl range cuts (light, mid, and heavy) by distillation. As they are used in a wide range of direct and indirect food applications, the safety of the methyl esters is recognized by the US EPA, the Flavor and Extract Manufacturers Association, and the U.S. Food and Drug Administration.

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The compositions may comprise coconut oil in an amount of at least about 50%, at least about 60%, or at least about 70% by weight of the composition. The compositions may comprise coconut oil in an amount of less than about 99%, less than about 95%, or less than about 90% by weight of the composition. The compositions may comprise coconut oil in an amount of about 50% to about 99%, about 60% to about 95%, about 70% to about 90%, or about 75% to about 95% by weight of the composition.

10 For example, in some embodiments, compositions may comprise about 8-12% mineral oil and about 80-90% methylated coconut oil.

Compositions may further comprise silicone. Silicones may include, but are not limited to, polydimethylsiloxane 15 (polymerized silicone), silicone emulsions, and modified silicones. They can be effective across a wide temperature range and can align functional groups across interfaces such as water/air and water/oil. A silicone may contribute to the spreading of the composition on a surface when used with a surfactant. This allows for a thinner and more uniform film of the composition to be applied to a surface. Silicone may act at the surface or water/air interface, and hence, silicone may be referred to as a surface active agent. Polymerized silicones such as polydimethylsiloxane are inert and non-reactive and therefore provide a level of safety when used in a composition.

20 The compositions may comprise silicone in an amount of at least about 0.1%, at least about 0.2%, or at least about 0.3% by weight of the composition. The compositions may comprise silicone in an amount of less than about 5.0%, less than about 4.0%, or less than about 3.0% by weight of the composition. The compositions may comprise silicone in an amount of about 0.1% to about 5.0%, about 0.2% to about 4.0%, or about 0.3% to about 3.0% by weight of the composition.

25 For example, in some embodiments, compositions may comprise about 8-12% mineral oil, about 80-90% methylated coconut oil, and about 0.2-0.4% polydimethylsiloxane.

30 Compositions may further comprise at least one surfactant. 35 Surfactants may include, but are not limited to, nonionic surfactants, anionic surfactants, cationic surfactants, and amphoteric surfactants. In some suitable embodiments, the surfactant is a nonionic surfactant.

40 Examples of nonionic surfactants include, but are not limited to, amides, alkanolamides, amine oxides, block polymers, alkoxylated primary and secondary alcohols, alkoxylated alkylphenols, alkoxylated fatty esters, sorbitan derivatives, glycerol esters, propoxylated and alkoxylated fatty acids, alcohols, alkyl phenols, and glycol esters. For 45 example, nonionic surfactants may include, but are not limited to, ethoxylated tridecyl alcohol, sorbitan monooleate, sorbitan monolaurate, and sorbitan monostearate.

50 Examples of anionic surfactants include, but are not limited to, sulfosuccinates and derivatives, sulfates of ethoxylated alcohols, sulfates of alcohols, sulfonates and sulfonic acid derivatives, sulfates and sulfonates of alkoxylated alkylphenols, phosphate esters, and polymeric surfactants. Suitably, anionic surfactants may include, but are not limited to, alkyl sulfates, ether sulfates, alkyl benzene sulfonates, alpha 55 olefin sulfonates, diphenyloxide disulfonates, alkyl naphthalene sulfonates, sulfosuccinates, sulfosuccinamates, naphthalene-formaldehyde condensates, isethionates, N-methyl taurates, phosphate esters, and ether carboxylates.

60 Cationic surfactants may include amine surfactants, those containing non-quaternary nitrogen, those containing quaternary nitrogen bases, those containing non-nitrogenous bases and combinations of these surfactants. Such surfactants are

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disclosed in U.S. Pat. No. 3,457,109; U.S. Pat. No. 3,222,201; and U.S. Pat. No. 3,222,213, which are hereby fully incorporated by reference. Additional cationic surfactants may include ditallowalkyldimethyl (or diethyl or dihydroxyethyl) ammonium chloride, ditallowalkyldimethylammonium methyl sulfate, dihexadecylalkyl (C16) dimethyl (or diethyl, or dihydroxyethyl) ammonium chloride, dioctadecylalkyl (C18) dimethylammonium chloride, dieicosylalkyl (C20) dimethylammonium chloride, methyl (1) tallowalkyl amido ethyl (2) tallowalkyl imidazolinium methyl sulfate (commercially available as Varisoft 475 from Ashland Chemical Company), or mixtures of those surfactants. Other cationic surfactants may include sulfonium, phosphonium, and mono- or tri-long-chain quaternary ammonium materials.

Amphoteric surfactants may include zwitterionic surfactants. Amphoteric surfactants may also include, but are not limited to, amphoteric imadazoline derivatives and fatty amine and fatty amine ethoxylate derivatives. Amphoteric imadazoline derivatives may include, but are limited to, amphodiacetates, amphotacetates, amphocarboxylates, amphopropionate, amphodipropionate, and hydroxypropyl sulfonate. Fatty amine and fatty amine ethoxylate derivatives may include, but are not limited to, betaines, alkyl betaine, sulfatine, dihydroxyethyl glycinate, alkyl amidopropyl betaine, and aminopropionate.

The hydrophilic-lipophilic balance (HLB) system is a useful expression of the hydrophilic (polyhydric alcohol or ethylene oxide) and the lipophilic (fatty acid or fatty alcohol) characteristics of a surfactant molecule. On an arbitrary scale of 1-20 (assigned by Atlas Chemical in the 1940's), a low HLB is considered lipophilic or oil-soluble. A high HLB is considered hydrophilic or water-soluble. An HLB of 9-11 is considered to be intermediate. HLB can provide invaluable insight in the selection of an appropriate surfactant for the desired properties of the compositions.

The compositions may comprise surfactant in an amount of at least about 1%, at least about 2%, or at least about 10% by weight of the composition. The compositions may comprise surfactant in an amount of less than about 10%, less than about 8%, or less than about 6% by weight of the composition. The compositions may comprise surfactant in an amount of about 1% to about 10%, about 2% to about 8%, or about 3% to about 6% by weight of the composition.

For example, in some embodiments, compositions may comprise methylated coconut oil, white light mineral oil having a viscosity of about 50 to about 350 cSt and an average molecular weight of about 6800 g/mol, a nonionic surfactant, and polydimethylsiloxane. In some embodiments, the non-ionic surfactant may comprise ethoxylated tridecyl alcohol.

In some embodiments, the compositions can include one or more carriers and/or diluents such as, for example, any solid or liquid carrier or diluent that is commonly used in pesticidal, agricultural, or horticultural compositions. Those skilled in the art will recognize that these components in a composition are typically referred to as "inert ingredients" and are regulated by the U.S. EPA. Suitably, any included additional carrier or diluent will not reduce the insecticidal efficacy of the composition, relative to the efficacy of the composition in the absence of the additional component. Carriers and diluents can include, for example, solvents (e.g., water, alcohols, petroleum distillates, acids, and esters); vegetable oil (including but not limited to methylated vegetable oil); and/or plant-based oils as well as ester derivatives thereof (e.g., wintergreen oil, cedarwood oil, rosemary oil, peppermint oil, geraniol, rose oil, palmarosa oil, citronella oil, citrus oils (e.g., lemon, lime, and orange), dillweed oil, corn oil, sesame oil, soybean oil, palm oil, vegetable oil, olive

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oil, peanut oil, and canola oil). The composition can include varying amounts of other components such as, for example, fatty acids and fatty acid esters of plant oils (e.g., methyl palmitate/oleate/linoleate), and other auxiliary ingredients such as, for example, emulsifiers, dispersants, stabilizers, suspending agents, penetrants, coloring agents/dyes, UV-absorbing agents, and fragrances, as necessary or desired. The compositions may comprise carrier or diluent in an amount of at least about 1%, at least about 2%, or at least about 5% by weight of the composition. The compositions may comprise carrier or diluent in an amount of less than about 30%, less than about 25%, or less than about 20% by weight of the composition. The compositions may comprise carrier or diluent in an amount of about 1% to about 30%, about 2% to about 25%, or about 5% to about 20% by weight of the composition. Components other than mineral oil and coconut oil can be included in the compositions in any amount as long as the composition provides some amount of insecticidal efficacy.

Method of Making Compositions

20 The compositions can be generally prepared by any appropriate manufacturing processes and using any appropriate manufacturing equipment such as is known in the art. Suitably, the compositions can be prepared by combining the various components in an appropriate vessel (considering vessel size, amount of composition to be made and reactivity of components) with mixing (e.g., stirring) until a uniform or homogeneous composition is achieved. The various composition components can be added sequentially with stirring between each addition to ensure dissolution and/or dispersion 25 of the previous component. This may be followed by addition of one or more additional components (e.g., solvents, diluents, and carriers) with stirring to provide a homogeneous composition.

Embodiments provide for the compositions manufactured 30 as formulations that are useful for mosquito control. In some embodiments, the composition may be formulated for administration, application, or delivery to a surface of a body of water. Suitably, the composition can be formulated as a spray.

Methods

40 In other aspects, methods for mosquito control are provided. In some embodiments, methods may comprise contacting a mosquito with an effective amount of a composition comprising mineral oil, methylated coconut oil, at least one surfactant, and silicon, as described above.

45 Contacting may include contacting an insect directly or indirectly. For example, compositions described herein may be applied to a surface and an insect may subsequently or concurrently contact the surface and the composition. In some embodiments, compositions may be applied to a surface. In some embodiments, compositions may form a coating or film on a surface. In some embodiments, methods comprise forming a coating or film on a surface. The compositions can reduce the water's surface tension. The compositions may cause mosquito larvae to suffocate or drown. The compositions may prevent adult mosquitoes from laying eggs.

Surfaces may include, but are not limited to, surfaces of liquid such as bodies of water or other aquatic mosquito breeding sites. Examples of bodies of water and application sites include, without limitation, salt marshes, freshwater aquatic environments, storm water drainage areas, sewers and catch basins, woodland pools, snow pools, roadside ditches, retention ponds, freshwater dredge spoils, tire tracks, rock holes, pot holes, and similar areas subject to holding water; natural and manmade aquatic sites, fish ponds, ornamental ponds, fountains, and other artificial water-holding containers or tanks; flooded crypts, transformer vaults, abandoned

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swimming pools, construction, and other natural or manmade depressions; stream eddies, creek edges, detention ponds, freshwater swamps and marshes including mixed hardwood swamps, cattail marshes, common reed wetlands, water hyacinth ponds, and similar freshwater areas with emergent vegetation; brackish water swamps, marshes, and intertidal areas; sewage effluent, sewers, sewage lagoons, cesspools, oxidation ponds, septic ditches, and septic tanks; animal waste lagoons, settling ponds, livestock runoff lagoons, and wastewater impoundments associated with fruit and vegetable processing; and similar areas. Other examples include, without limitation, dormant rice fields (for application during the interval between harvest and preparation of the field for the next cropping cycle), standing water within pastures/hay fields, rangeland, orchards, and citrus groves where mosquito breeding occurs.

"Mosquito" is understood to refer to any species of the ~3,500 species of the insect that is commonly associated with and given the common name "mosquito." Mosquitoes span 41 insect genera, including the non-limiting examples of *Aedes*, *Culex*, *Anopheles* (carrier of malaria), *Coquillettidia*, and *Ochlerotatus*. In embodiments described herein, a mosquito can refer to an adult mosquito or a larval mosquito, or both. Thus, some embodiments encompass methods or compositions wherein the insecticidal activity is as a mosquito "adulticide" or alternatively a mosquito "larvicide." Suitably, the compositions and methods described herein function as larvicides.

In some embodiments, the methods described herein can comprise any known route, apparatus, and/or mechanism for the delivery or application of the compositions and formulations. In some embodiments, the method comprises a sprayer. In some embodiments, compositions described herein may be applied at rates of about three gallons to about ten gallons per acre, depending on insect population densities. Traditional pesticide sprayers in the pest control markets are typically operated manually or electrically or are gas-controlled and use maximum pressures ranging from 15 to 500 psi generating flow rates from 1 gpm to 40 gpm.

For a composition to be registered and marketed as a "pesticide" within the United States for some uses (e.g. public health and pest control in residential structures), the U.S. EPA requires that a composition provide a minimum 95% insect mortality rate. In some embodiments, the composition is applied in an amount effective to kill at least about 95% of the contacted mosquito population. In some embodiments, the compositions provided herein have some degree of insecticidal activity, while not necessarily meeting the EPA requirements for an insecticide for certain uses. That is, certain compositions are still considered effective if less than about 95% of the contacted mosquito population is killed, as required by the EPA. In some embodiments, the composition is applied in an amount effective to kill at least about 90%, or less than about 95%, of the contacted mosquito population.

The use of the terms "a" and "an" and "the" and similar referents in the context of describing the invention are to be construed to cover both the singular and the plural, unless otherwise indicated herein or clearly contradicted by context. The terms "comprising," "having," "including," and "containing" are to be construed as open-ended terms (i.e., meaning "including but not limited to") unless otherwise noted. All methods described herein can be performed in any suitable order unless otherwise indicated herein or otherwise clearly contradicted by context. The use of any and all examples, or exemplary language (e.g., "such as") provided herein, is intended merely to illustrate aspects and embodiments of the disclosure and does not limit the scope of the claims.

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EXAMPLES

Reference Example 1

Materials and Methods

Reagents.

Mineral oil was supplied by Brenntag Great Lakes, LLC (Wauwatosa, Wis.), Barton Solvents (Des Moines, Iowa), and Price Tech Group (Channahon, Ill.). Diluents were supplied by Stepan Company (Chicago, Ill.), Cognis Corporation (Ambler, Pa.), and Procter & Gamble Chemicals (Cincinnati, Ohio). Surface active agents were supplied by Akzo Nobel Surfactants (Chicago, Ill.), Stepan Company (Chicago, Ill.), Harcros Chemicals, Inc. (Joliet, Ill.), Huntsman Corporation (The Woodlands, Tex.), Croda Inc. (Edison, N.J.), and Dow Chemical (Midland, Mich.).

Laboratory Bioassay Method.

All larvae were reared on a diet of ground TETRAMIN® fish food (Tetra, Blacksburg, Va.) in an insectary maintained at 30° C. and 45% relative humidity (RH). Mainly third instars of *Aedes aegypti* were used for the laboratory container experiments. *Anopheles quadrimaculatus* and *Culex quinquefasciatus* were also tested where indicated.

Laboratory bioassays were conducted in 37.15" (l)×63.5" (w)×14.3" (d) plastic larval trays (laboratory containers). Each tray was filled with 27 liters of de-chlorinated water and received 50 healthy third instar larvae. The temperature of the water during most of the studies was 21° C. Additional testing was done at a water temperature of 15.6° C. and 28° C. Treatments were applied at a rate of 3 gal/acre or 663 µL/tray with an Eppendorf pipette. During the experimental period larvae were fed ground TETRAMIN® fish food (Tetra, Blacksburg, Va.) that was blended with water before introduction into the water of the larval tray to prevent flotation and thus interference with the surface film being tested.

Trays were scored for mortality at 1, 2, 4, 24, 48, and 72 hours following treatment introduction. At each time period the numbers of live and dead larvae were counted. Larvae were considered dead if they showed no movement including swimming/wriggling or filter feeding. Each treatment in the study was replicated three times using separate trays for each replication. A 95% mortality rate was considered acceptable for a commercial product.

The following calculations were made for testing a liquid larvicide in the laboratory at a field application rate of 3 gallons/acre:

$$3 \text{ gal/acre} \times 3.785 \text{ liters/gal} = 11.355 \text{ liters/acre}$$

$$11.355 \text{ liters/acre} \times 1000 \text{ mL/liter} = 11,355 \text{ mL/acre}$$

$$\frac{11,355 \text{ mL/acre}}{43,560 \text{ ft}^2/\text{acre}} = 0.26067 \text{ mL/ft}^2$$

$$\text{length} \times \text{width} = 25" \times 14.64" = 366.25 \text{ in}^2$$

$$\frac{366.25 \text{ in}^2}{144 \text{ in}^2/\text{ft}^2} = 2.543 \text{ ft}^2$$

$$2.543 \text{ ft}^2 \times 0.26067 \text{ mL/ft}^2 =$$

$$0.663 \text{ mL/tray} = 663 \mu\text{L/tray of liquid larvicide}$$

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Example 2

Compositions Containing Six Different Lots of Mineral Oil

A 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75% wt) white mineral oil, 0.48 g (0.95% wt) of a 4-mole ethoxylated nonylphenol (WITCONOL™ NP 40, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30% wt) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with different lots of mineral oil and the same lot of the nonylphenol and silicone oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 1

Comparative bioassay of six different lots of mineral oil on 3 rd instar <i>Aedes aegypti</i> at 21° C.			
MINERAL OIL	% MORTALITY		
	24 HAT	48 HAT	72 HAT
Sample 1	100	100	100
Sample 2	10	33	47
Sample 3	31	82	84
Sample 4	6	35	50
Sample 5	59	93	96
Sample 6	37	81	87

* HAT = Hours After Treatment (hours after liquid larvicide (treatment) is applied to the surface of the water).

According to the results shown in Table 1, the compositions were effective in controlling *Aedes aegypti* mosquitoes at 21° C., but with variable efficacy.

Example 3

Compositions Having Varying HLB Numbers

Surfactants with different HLB numbers were tested in an effort to reduce the variable efficacy of the compositions demonstrated in Example 2.

Consistent with the compositions tested in Example 2, a 50.00 g sample of liquid larvicide was prepared by adding 49.37 g (98.75%) of white mineral oil, 0.48 g (0.95%) of an ethoxylated nonylphenol (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.), and 0.15 g (0.30%) silicone oil to a 6 oz glass jar. The sample was mixed with an overhead stirrer at medium speed for 15 min. All samples were prepared with one lot of mineral oil, one lot of silicone oil, and an ethoxylated nonylphenol from the WITCONOL™ Series of surfactants with an increasing HLB number. In addition to the screening of each WITCONOL™ surfactant as illustrated in Table 2, a second series of blends of WITCONOL™ surfactants was also tested for biological activity, as shown in Table 3. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 2

Comparative Bioassay of Six WITCONOL™ NP Series Surfactants on 3 rd instar <i>Aedes aegypti</i> at 21° C.					
Composition	Witconol No.	HLB	% Mortality		
			24 HAT	48 HAT	72 HAT
Sample 7	NP 15	4.6	3	18	47
Sample 8	NP 20	6.9	0	5	21

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TABLE 2-continued

Comparative Bioassay of Six WITCONOL™ NP Series Surfactants on 3 rd instar <i>Aedes aegypti</i> at 21° C.					
Composition	Witconol No.	HLB	% Mortality		
			24 HAT	48 HAT	72 HAT
Sample 9	NP 40	8.9	1	31	53
Sample 10	NP 60	10.9	1	11	27
Sample 11	NP 90	13.0	1	8	16
Sample 12	NP 100	13.1	3	13	31

TABLE 3

Comparative Bioassay of Six WITCONOL™ NP Series Blends of Surfactants on 3 rd instar <i>Aedes aegypti</i> at 21° C.					
Composition	WITCONOL™	% Mortality			
		No. Blend (50/50)	HLB (calculated)	24 HAT	48 HAT
Sample 13	NP 15/20		5.7	0	12
Sample 14	NP 20/40		7.9	2	7
Sample 15	NP 15/90		8.8	5	27
Sample 16	NP 40/60		9.9	1	9
Sample 17	NP 40/90		10.9	0	15
Sample 18	NP 40/100		11.0	0	44
Sample 19	NP 60/90		11.9	3	11
Sample 20	NP 60/100		12.0	0	7
Sample 21	NP 90/100		13.1	0	20

As shown in Tables 2 and 3, changing the surfactant (increasing the HLB number) to make the blend less lipophilic did not produce an efficacious composition. It was determined that this class of surfactants (alkyl nonylphenols) would not provide the 95% mortality as required by the EPA. After screening a number of different nonionic surfactant chemistries, it was further determined that a change in surfactant would not alter the composition enough to overcome the variation in efficacy.

Example 4

Compositions Containing Methylated Coconut Oil (MCO)

Methylated coconut oil (MCO) was tested as a diluent/cosolvent for mineral oil in the compositions in the examples above. As an alternative to conventional chemistries, essential oils such as MCO are "natural" or derived from plants, and they can advantageously provide a level of safety both to humans and to the environment. It was determined that MCO was soluble in all components of the initial composition and could provide added benefits (both safety and efficacy) when mixed with mineral oil, a surfactant, and silicone oil.

A series of samples was prepared as set forth in Example 2 with 0.95% WITCONOL™ NP-40 (Akzo Nobel Surfactants, Chicago, Ill.) and 0.30% silicone oil, with varying amounts of mineral oil and MCO (STEPAN® C-42, Stepan Company, Chicago, Ill.) as indicated in Table 4. In all samples, the amount of WITCONOL™ surfactant and silicone oil was held constant. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

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TABLE 4

Comparative Bioassay of Mineral Oil/MCO/silicone oil on 3 rd instar <i>Aedes aegypti</i> at 21° C.						
Composition	Mineral oil	MCO	% Mortality			5
			24 HAT	48 HAT	72 HAT	
Sample 22	50.00	48.75	9	25	63	
Sample 23	25.00	73.75	19	73	93	
Sample 24	12.50	86.25	63	90	97	
Sample 25	10.00	88.75	83	97	100	
Sample 26	5.00	93.75	91	98	100	
Sample 27	2.50	96.25	84	95	97	
Sample 28	1.00	97.75	88	99	99	

It was surprisingly found that the addition of a methylated coconut oil to the composition provided a consistent level of insect control when applied to the surface of a body of water. Additionally, the amount of mineral oil could be reduced to a range of from about 5% to 10% and still maintain an efficacious treatment.

Example 5

Compositions Evaluating the Effects of Various Surfactant Types

A series of screening bioassays was initiated to find the optimum surfactant for the mineral oil/MCO/silicone oil blend in Example 4 and to also replace the nonylphenol surfactant. The replacement of the nonylphenol surfactant would have human health and environmental benefits. Replacing the nonylphenol surfactant would be additionally advantageous because it has been banned in the European Union since May 2005 and is under review by the U.S. EPA.

Consistent with Example 2, a series of 50.00 g samples was prepared to evaluate the effectiveness of a group of surfactants to replace the nonylphenol surfactant (WITCONOL™ NP Series, Akzo Nobel Surfactants, Chicago, Ill.). Each sample contained 10.00% mineral oil, 88.75% MCO, 0.30% silicone oil, and 0.95% of the selected surfactant, as shown in Table 5. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 5

Comparative bioassay of surfactant types in a composition on 3 rd instar <i>Aedes aegypti</i> at 21° C.						
Composition	Surfactant Types	HLB	% Mortality			50
			24 HAT	48 HAT	72 HAT	
Sample 29	sorbitan trioleate	1.8	49	86	91	
Sample 30	sorbitan monocoleate	4.3	81	100	100	
Sample 31	sorbitan monolaurate	8.6	83	99	99	
Sample 32	sorbitan trioleate	11.0	21	71	83	
Sample 33	ethoxylated vegetable oil	12.0	6	36	59	
Sample 34	ethoxylated tridecyl alcohol	12.8	75	97	98	
Sample 35	sorbitan monostearate	14.9	66	93	99	
Sample 36	sorbitan monocoleate	15.0	75	95	99	
Sample 37	sorbitan monolaurate	16.7	40	91	100	

The ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) proved to be the most versatile surfactant in this series due to its ability to work over a wide range of temperature, pH, and water hardness (data not shown) and therefore was chosen as the preferred surfactant.

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Example 6

Comparative Bioassay of Varying Levels of Ethoxylated Tridecyl Alcohol

A series of 50.00 g samples was prepared according to Example 2, with varying amounts of ethoxylated tridecyl alcohol surfactant. The amount of mineral oil was maintained at 10.00%, and the amount of silicone oil was maintained at 0.30% in each of the sample preparations. The weight % of the MCO was adjusted accordingly to the weight % of ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.) to give a 100% composition, as shown in Table 6. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 6

Comparative bioassay of level of ethoxylated tridecyl alcohol in a composition on 3 rd instar <i>Aedes aegypti</i> at 21° C.					
Composition	MCO	SURFONIC® TDA-8	% Mortality		
			24 HAT	48 HAT	72 HAT
Sample 38	88.20	1.50	83	97	100
Sample 39	87.70	2.00	81	96	100
Sample 40	85.70	4.00	89	97	100
Sample 41	84.70	5.00	83	98	100

A 4% level of ethoxylated tridecyl alcohol was determined to be the most efficacious and economical treatment in this study, as exemplified by Sample 40 at 10.00% mineral oil, 85.70% MCO, 4.00% SURFONIC® TDA-8, and 0.30% silicone oil.

Example 7

Evaluation of Sample 40 at Varying Temperatures

When applying a liquid larvicide to shallow aquatic breeding sites, typical water temperatures may range from 60° F. to 80° F. Therefore, Sample 40 (Example 6) was tested at three water temperatures at a field rate of 3 gallons per acre as described in the Laboratory Bioassay Method (Reference Example 1).

Using a chilled water bath, Sample 40 was tested at a water temperature of 15.6° C. (60° F.). Only one replication (50 larvae) was tested, and the mortality was 86% at 24 hours, 96% at 48 hours, and 98% at 72 hours. Sample 40 was tested in three replicates of 50 larvae each (total 150) at 21° C. (70° F.), and the mean mortality was 74% at 24 hours, 96% at 48 hours, and 99.33% at 72 hours. Using an elevated temperature water bath, Sample 40 was tested in one replicate (50 larvae) at a water temperature of 27° C. (80° F.), and the mortality was 72% at 24 hours, 98% at 48 hours, and 98% at 72 hours. The % mortality of the composition was acceptable throughout a range of water temperatures that may be encountered when applying the liquid larvicide at a commercial application rate of 3 gallons/acre.

Example 8

Evaluation of Sample 42 on *Aedes aegypti*, *Anopheles quadrimaculatus*, and *Culex quinquefasciatus*

In addition to being able to provide an efficacious treatment over a range of water temperatures, a composition was tested

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for efficacy in controlling other genera of mosquito larvae. There are 41 genera of mosquitoes containing approximately 3500 species, with some of the most common being *Aedes*, *Culex*, and *Anopheles*. These larvae were tested in the laboratory using a composition similar to Sample 40, but with the substitution of a higher molecular weight silicone oil (>6800 g/mole). While the viscosity of the silicone oil increased from 50 cSt to 350 cSt, this did not affect the physical or biological performance of the composition. The higher molecular weight silicone oil had the added advantage of being U.S. EPA compliant under 40 CFR 180.960 (polymer exempt from the requirement of a tolerance on growing crops pre and post harvest). This is a significant advantage for the applicator of a surface oil for the control of mosquito larvae, particularly when spraying in close proximity to growing crops.

The weight % of each component remained the same. A 50.00 g sample was prepared as in Example 2 using 10.0% mineral oil, 85.7% methylated coconut oil (STEPAN® C-42, Stepan Company, Chicago, Ill.), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and 0.3% polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, either 350 cSt or 50 cSt from Dow Chemical, Midland, Mich.). The sample was referred to as Sample 42 and was tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 7

Comparative bioassay of Sample 42 at 21° C.						
Composition	Larvae	% MORTALITY				
		24 HAT	48 HAT	72 HAT		
Sample 42	<i>Aedes aegypti</i>	76	84	90		
Sample 42	<i>Anopheles quadrimaculatus</i>	90	98	100		
Sample 42	<i>Culex quinquefasciatus</i>	100	100	100		

Sample 42 was determined to be excellent in controlling *Culex quinquefasciatus* as well as providing an efficacious treatment for *Aedes aegypti* and *Anopheles quadrimaculatus*. No differences in efficacy were observed as a result of the substitution of the low molecular weight silicone oil.

Example 9

Evaluation of Various Suppliers and Fractions of MCO

A 50.00 g sample of each of the candidate methyl esters of coconut oil (85.7%) was prepared with 10.00% mineral oil, 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, from Dow Chemical, Midland, Mich.). Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 8

Comparative efficacy of compositions containing methyl esters of coconut oil provided by various suppliers at 21° C.						
Composition	MCO	Type *	% Mortality			
			24 HAT	48 HAT	72 HAT	
Sample 43	P&G CE-810	C8-C10	10	39	63	
Sample 44	P&G CB-1095	C8-C10	39	70	77	

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TABLE 8-continued

			Comparative efficacy of compositions containing methyl esters of coconut oil provided by various suppliers at 21° C.		
Composition	MCO	Type *	% Mortality		
			24 HAT	48 HAT	72 HAT
Sample 45	STEPAN® C-42	C12-C14	87	100	100
Sample 46	P&G CE-1270	C12-C14	81	97	100
Sample 47	P&G CB-1295	C12-C14	93	99	100
Sample 48	Aquique ME 1270-U	C12-C14	89	98	100
Sample 49	STEPAN® C-65	C16-C18	41	85	97
Sample 50	P&G CE-1618	C16-C18	96	100	100

* The methyl esters are fractionated for different end use applications: C₈-C₁₀ would be considered a light cut; C₁₂-C₁₄ would be considered a mid cut; and C₁₆-C₁₈ would be considered a heavy cut.

Example 10

Freeze-Thaw Cycle Test

A 10.0 g sample of Sample 42 (Example 8) was weighed into a 25 mL glass vial and placed in a freezer for 16 hours at 0° C. The sample was removed from the freezer and allowed to sit at room temperature for 8 hours. Observations were reported, the sample was placed back in the freezer, and this cycle of freezing and thawing was repeated for a total of 3 cycles. The composition showed no signs of crystallization after 3 freeze thaw cycles.

Example 11

Evaluation of Each Component in Sample 42

The individual components of Sample 42 (Example 8) were tested for activity against mosquitoes. No sample preparation was required because each component was tested neat ("as is"). Testing was done using the Laboratory Bioassay Method (Reference Example 1).

TABLE 9

Comparative bioassay of the components in Sample 42 on 3 rd instar <i>Aedes aegypti</i> at 21° C.					
Component	Rate	% MORTALITY			
		24 HAT	48 HAT	72 HAT	
Mineral oil	663 µL	0	0	1	
MCO (STEPAN® C-42)	663 µL	7	7	9	
ethoxylated tridecyl alcohol	663 µL	17	20	25	
(SURFONIC® TDA-8)					
polydimethylsiloxane polymer (XIAMETER® PMX-200 Fluid, 350 cSt)	663 µL	2	3	24	

Separately, each component in Sample 42 when tested at a field application rate of 3 gallons/acre (663 µL per tray) exhibited very low biological activity. When combined in an optimum ratio as defined in Sample 42 (Example 8), however, the components provided an efficacious treatment across a range of water temperatures and common mosquito larvae.

Example 12

Evaluation of Methylated Coconut Oil with Four Different Lots of Mineral Oil

Four samples (50.00 g each) of Sample 42 (Example 8) was prepared containing (85.7%) methylated coconut oil

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(STEPAN® C-42, Stepan Company, Chicago, Ill.) with 10.0% mineral oil (various suppliers), 4.0% ethoxylated tridecyl alcohol (SURFONIC® TDA-8, Huntsman Corporation, The Woodlands, Tex.), and silicone oil at 0.3% (polydimethylsiloxane polymer, XIAMETER® PMX-200 Fluid, 350 cSt, from Dow Chemical, Midland, Mich.). Each sample contained a different lot of mineral oil. Samples were tested using the Laboratory Bioassay Method (Reference Example 1).

TABLE 10

Variable	% MORTALITY		
	24 HAT	48 HAT	72 HAT
Mineral oil A	89	97	100
Mineral oil B	87	100	100
Mineral oil C	96	96	100
Mineral oil D	93	100	100

When compared to the results in Table 1, the percent mortality is consistent across four different lots of mineral oil. The compositions provide >95% mortality within 48 hours after treatment (HAT), independent of the lot of mineral oil used.

Example 13

Field Study

The efficacy of Sample 42 (Example 8) was examined with a larval bioassay. *Aedes aegypti* and *Culex quinquefasciatus* 3rd instar were exposed to Sample 42 at a rate of 2.39 mL/pool (equivalent to 3 gal/acre). Experiments were conducted in PVC pools (41 inch diameter, 5 inches deep) filled with approximately three inches of well water. Treatments included Sample 42 and an untreated control with four replicates.

Materials and Methods.

Experiments were conducted under field conditions with water temperatures of 69-73.9° F. and ambient air temperatures ranging from 57.3° F. at night to 82.3° F. during the day at the Clarke Technical field research site in Bronson, Fla. Only a trace of rain was recorded during the trial. The mosquito species and life stage studied was *Aedes aegypti* and *Culex quinquefasciatus* 3rd instars obtained from the Clarke insectary. All larvae were visually inspected to document instar and species.

Experiments were conducted in PVC pools (41 inches in diameter and 5 inches deep) filled with three inches of well water. All pools were allowed to acclimate for 24 hours before testing. Sample 42 was applied at a rate of 2.39 mL to each treatment pool following the introduction of the larvae.

The larval challenge set consisted of 20 *Aedes aegypti* and 20 *Culex quinquefasciatus* healthy 3rd instar larvae and were allowed to free range throughout the pool. Pools were scored for mortality at 24 hours and 48 hours post larval introduction. Dead larvae were removed from each pool at each scoring period. Larvae were considered dead if they exhibited no movement including swimming, wriggling or filter feeding.

Larvae used for this study were reared on a diet of ground TETRAMIN® fish food (Tetra, Blacksburg, Va.). All larvae were reared at 28-30° C., 44-48% RH, and 12/12 light/dark photoperiod in the Clarke insectary. All larvae were visually inspected for accuracy of age and species identification.

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Results and Conclusions.

The summary data for the comparison is reported in Tables 11 and 12. This field study demonstrated that Sample 42 resulted in 90% insect mortality at 24 hours after treatment and 100% mortality after 48 hours after treatment at a commercial application rate of 3 gal/acre. A second comparison was not required because the first comparison demonstrated 100% mortality after 48 hours.

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TABLE 11

Aedes aegypti and Culex quinquefasciatus 24 hour summary data for Sample 42 pool efficacy trial.			
Challenge Set	Treatment	Mean Mortality (SE)	% Mortality
1	Sample 42	36.0 (0.913)a	90.00
1	Untreated Control	0.5 (0.5)b	1.25

1 Means followed by the same letter are not significantly different P < 0.005; mean separation by LSD ($\alpha = 0.05$), within each challenge set.

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TABLE 12

Aedes aegypti and Culex quinquefasciatus 48 hour summary data for Sample 42 pool efficacy trial.			
Challenge Set	Treatment	Mean Mortality (SE)	% Mortality
1	Sample 42	40.0 (0.00)c	100.00
1	Untreated Control	1.75 (0.75)d	4.38

1 Means followed by the same letter are not significantly different P < 0.005; mean separation by LSD ($\alpha = 0.05$), within each challenge set.

The invention claimed is:

1. A composition effective for mosquito control, said composition consisting essentially of:
 - i) mineral oil;
 - ii) methylated coconut oil;
 - iii) at least one surfactant; and
 - iv) silicone.
2. The composition of claim 1, wherein the silicone comprises polydimethylsiloxane.
3. The composition of claim 1, wherein the surfactant comprises a nonionic surfactant.
4. The composition of claim 3, wherein the nonionic surfactant comprises ethoxylated tridecyl alcohol.
5. The composition of claim 1, wherein the mineral oil is present in an amount of about 1% to about 20% by weight.
6. The composition of claim 5, wherein the mineral oil is present in an amount of about 5% to about 10% by weight.
7. The composition of claim 1, wherein the methylated coconut oil is present in an amount of about 75% to about 95% by weight.
8. The composition of claim 1, wherein the at least one surfactant is present in an amount of about 1% to about 10% by weight.
9. The composition of claim 1, wherein the silicone is present in an amount of about 0.1% to about 5% by weight.
10. The composition of claim 1, wherein the composition excludes nonylphenol surfactant.
11. A composition effective for mosquito control, said composition consisting essentially of about 5% to about 10% mineral oil, about 75% to about 95% methylated coconut oil, about 1% to about 10% nonionic surfactant, and about 0.1% to about 0.5% polydimethylsiloxane.
12. The composition of claim 1, wherein the composition is in the form of a spray.

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13. A method for mosquito control comprising contacting a mosquito with an effective amount of the composition of claim 1.

14. The method of claim 13, wherein the composition is applied in an amount effective to kill at least about 95% of the 5 contacted mosquito population.

15. A method for mosquito control comprising administering the composition of claim 1 to a surface of a body of water.

16. The method of claim 15, wherein the composition forms a coating on the surface of the water. 10

17. The method of claim 15, wherein the mosquito control comprises killing mosquito larvae in the body of water.

18. The method of claim 15, wherein the mosquito control comprises inhibiting adult mosquitoes from laying eggs in or on the body of water. 15

19. The method of claim 13, wherein the mosquito is any mosquito of the genus *Aedes*, *Culex*, or *Anopheles*.

* * * * *

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r proposals under confidential manner. The proposals under contract or through electronic bidding accept any bids or format.

Good faith with the intent of this chapter and item may procure

63. § 1, eff. Sept. 1, 1987; Acts 1987, 70th Leg., ch. 285 (H.B. 1142), § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007; Acts 2009, 81st Leg., ch. 1266, § 4, eff. June 19, 2009; Acts 2011, 82nd Leg., ch. 1129 (H.B. 628), § 404, eff. Sept. 1, 2011; Acts 2013, 83rd Leg., ch. 161 (S.B. 1083), § 22.002(23), eff. Sept. 1, 2013.

IV.T.C.A. Local Government Code § 271.041 et seq.

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ents established, confidential, or competitive purchased, with

intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007; Acts 2009, 81st Leg., ch. 1266, § 4, eff. June 19, 2009; Acts 2011, 82nd Leg., ch. 1129 (H.B. 628), § 404, eff. Sept. 1, 2011; Acts 2013, 83rd Leg., ch. 161 (S.B. 1083), § 22.002(23), eff. Sept. 1, 2013.

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

- (1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;
- (2) an item necessary to preserve or protect the public health or safety of the residents of the county;
- (3) an item necessary because of unforeseen damage to public property;
- (4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. County



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

April 10, 2017

Request for Statements of Qualification (RFQ 17-014/JW)

Commercial Realtor Brokerage Services for Land Located on Viterbo Road (Known as Precinct No. 2 "Rock Yard")

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with the attached document, RFQ 17-014/JW. Jefferson County is requesting statements of qualifications from qualified commercial realtors.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: <http://www.co.jefferson.tx.us/Purchasing/main.htm>

All submittals shall be evaluated by a Review/Selection Committee. The Review/Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and five (5) copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CDT, Tuesday, May 2, 2017. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed in writing to: Jamey West, Assistant Purchasing Agent via fax 409-835-8456 or e-mail at: jwest@co.jefferson.tx.us.

REQUEST NAME: **Commercial Realtor Brokerage Services
for Land Located on Viterbo Road (Known as "Precinct No. 2 Rock Yard")**

REQUEST NO. : **RFQ 17-014/JW**

DUE DATE/TIME: **11:00 am CDT, Tuesday, May 2, 2017**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises to participate in the qualifications submission process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

We look forward to your active participation in this solicitation.

Sincerely,

A handwritten signature of Deborah L. Clark in black ink, with a faint circular watermark of the Jefferson County Seal in the background.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: April 12th & April 19th, 2017

RFQ 17-014/JW
Commercial Realtor Brokerage Services for Land Located
on Viterbo Road (Known as Precinct No. 2 "Rock Yard")

Bids due: 11:00 AM CDT, Tuesday, May 2, 2017

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Qualifications Submissions:

Offeror is responsible for submitting one (1) *original* Qualifications Statement to include a completed copy of this specifications packet in its entirety; and five (5) numbered Qualifications Statement *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with submission and any other documentation requested within these specifications.

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

Request for Statements of Qualification (RFQ 17-014/JW)

Commercial Realtor Brokerage Services for Land Located on Viterbo Road (Known as Precinct No. 2 “Rock Yard”)

Section 1. Introduction and Purpose:

Jefferson County is requesting statements of qualifications and experience from all interested Commercial Real Estate Brokerage Firms desiring to provide professional Real Estate Brokerage Services for Land Located on Viterbo Road (Known as “Precinct No. 2 Rock Yard.”) Jefferson County intends to sale the property “as is, where is.”

Work provided by the awarded firm under this RFQ will be negotiated at a percentage commission rate, a fixed sum per project, or at an hourly rate.

Jefferson County reserves the right to reject any or all offers to buy the property and to provide preference to a governmental agency or a not-for-profit that is supporting the needs of the County. The County further reserves the right, that if the land is not sold, to dispose of the property as it sees fit.

Section 2. Scope of Work:

1. Develop and implement marketing strategies to sale Jefferson County property located on Viterbo Road (Known as “Precinct No. 2” Rock Yard)
2. Represent the County and conduct negotiations as the seller’s agent in the sale of County real estate.
3. Perform market analyses (if needed.)
4. Handle all other activities and services that are customarily associated with land real estate transactions.
5. No-subcontracting will be allowed under this RFQ.

Section 3. Property Description:

PROPERTY LOCATION: The land is on the northerly side of Viterbo Road and easterly of W. Port Arthur Road and the railroad ROW along the east side of W. Port Arthur Road, Beaumont, Texas 77705.

LAND DESCRIPTION (Tract 1-A): The land has an area of **17.97 acres** with 576’ frontage along Viterbo Road. The western property line (1,410 LF) is encumbered by a pipeline easement and there is a railroad ROW between the subject land and W. Port Arthur Road. There is also a drainage ditch that adjoins the eastern property line that veers westerly across the center of the tract. The attached aerials (APPENDIX A) indicate that there are a couple crossings over the canal for vehicular access to the rear of the land. It is also understood that there is a railroad spur that was on the front corner of the land. The FEMA Map (APPENDIX D) indicates the land is in Zone – A15; an area within the 100-year flood plain. It is outside all city limits and is not zoned nor are there any known deed restrictions that would not allow the land to be developed to its highest and best use. For the most part, the surrounding land uses are commercial and light industrial in nature. Utilities include electricity, telephone and water.

Please note: Jefferson County will retain Tract 1-B, a 6.64 acre portion of this property (Precinct No. 2 Stock Yard). The Drill Site is located within this tract.

DESCRIPTION OF IMPROVEMENTS: None other than some perimeter fencing and all-weather surfacing along Viterbo Road.

ADDITIONAL LAND INFORMATION:

- Photographs of Property (**See APPENDIX A**)
- Comparable Land Sales Summary (**See APPENDIX B**)
- Environmental Assessment Information (**See APPENDIX C**)
- Additional Plat Information/Photos & Flood Plain Information (**See APPENDIX D**)

APPRAISAL REPORT: An appraisal report for this property was prepared by Bishop Real Estate Appraisers, Inc. in November 2016. A copy of this appraisal report will be made available to the contracted firm under this Request for Qualifications.

Closing Cost: The Buyer of the property shall be responsible for appraisal fee for the tract and shall pay all costs to close the transaction.

Mineral Rights: All mineral rights shall remain the property of Jefferson County.

Legal Description:

TRACTS 1-A AND 1-B
24.61 (CALLED 24.440) ACRES OF LAND
OUT OF BLOCK 18, RANGE "M"
PORT ARTHUR LAND COMPANY SUBDIVISION
IN THE WILLIAM MCFADDIN SURVEY,
SECTION NO. 4, ABSTRACT NO. 420,
JEFFERSON COUNTY, TEXAS

BEING 24.61 (Called 24.440) acres of land out of and a part Lots 1, 2, 3 & 7, Block 18, Range "M", Port Arthur Land Company Subdivision of the William McFaddin Survey, Section No.4, Abstract No. 420, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; being the same tract of land conveyed to Jefferson County, Texas, recorded in Volume 1753, Page 146, Deed Records, Jefferson County, Texas; said 24.61 acre tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", set on the North right of way line of a dedicated road named Viterbo Road; said $\frac{1}{2}$ " steel rod being the Southwest corner of a (Called 42.47) acre tract of land conveyed to Third Coast Equity, LLC, recorded in File No. 2015007896, Official Public Records, Jefferson County, Texas; having a State Plane Coordinate of N: 13926442.72, E: 3540803.94;

THENCE, South 36 deg., 39 min., 32 sec., West (Called South 40 deg., 17 min., 00 sec., West), on the North right of way line of said Viterbo Road, a distance of 1626.10' to a $\frac{5}{8}$ " steel rod found on the East line of a 100' wide Southern Pacific Railroad right of way; said $\frac{5}{8}$ " steel rod being the Southwest corner of the herein described tract;

THENCE, North 30 deg., 56 min., 44 sec., West (Called North 27 deg., 10 min., 00 sec., West), on the East line of said Southern Pacific Railroad right of way, a distance of 1410.16' (Called 1410.46') to a $\frac{1}{2}$ " steel rod, capped and marked "MARK WHITELEY", found for the Southwest corner of a (Called 30.6127) acre tract of land conveyed to Valero Partners Lucas, LLC, recorded in File No. 2013039467, Official Public Records, Jefferson County, Texas; said $\frac{1}{2}$ " steel rod being the Northwest corner of the herein described tract;

THENCE, North 86 deg., 47 min., 34 sec., East (Called North 89 deg., 44 min., 00 sec., East), a distance of 900.96' passing a $\frac{5}{8}$ " steel rod found for the Southwest corner of the (Called 42.47) acre tract, same being the Southeast corner of a (Called 10.499) acre tract of land conveyed to Building Materials Investment Corp., recorded in File No. 2007006475, Official Public Records, Jefferson County, Texas; continuing for a total distance of 1698.66' to the POINT OF BEGINNING and containing 24.61 acres of land, more or less.

Note: Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on May 12, 2016.

Jefferson County
LS-16-0135-A

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a selection committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Section 5. Selection Committee

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the selection committee for this Request for Qualifications. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed four (4) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

Section 6. Laws and Regulations

The Real Estate Brokerage Firm awarded under this RFQ must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

§ 253.014 Local Government Code

Offeror should be knowledgeable of Local Government Code §253.014, Broker Agreements and Fees for Sale of Real Property by Home-rule Municipality. (Below)

Sec. 253.014. BROKER AGREEMENTS AND FEES FOR SALE OF REAL PROPERTY BY HOME-RULE MUNICIPALITY. (a) In this section, "broker" means a person licensed as a broker under Chapter 1101, Occupations Code.

(b) The governing body of a home-rule municipality may contract with a broker to sell a tract of real property that the municipality:

(1) owns; or

(2) holds in trust and has the authority to sell.

(c) The governing body may pay a fee if a broker produces a ready, willing, and able buyer to purchase a tract of real property.

(d) If a contract is made under Subsection (b) with a broker to list the tract of real property for sale for at least 30 days with a multiple-listing service, the governing body on or after the 30th day after the date the property is listed may sell the tract of real property to a ready, willing, and able buyer who is produced by any broker using the multiple-listing service and who submits the highest cash offer.

(e) The governing body may sell a tract of real property under this section without complying with the public auction requirements prescribed by Section 253.008 or other law or the notice and bidding requirements prescribed by Section 272.001 or other law.

Added by Acts 2013, 83rd Leg., R.S., Ch. 462 (S.B. 985), Sec. 1, eff. June 14, 2013.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1110 (H.B. 3244), Sec. 1, eff. June 19, 2015.

Section 7. Insurance

The contractor (Real Estate Brokerage Firm) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements

Professional Liability (or Equivalent Errors & Omissions Liability Policy)	\$1,000,000.00
Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (see Section 8)
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Section 8. Workers' Compensation Insurance

8.1 Definitions:

- 8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 7 above.
- 8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

- 8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 8.1. – 8.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Section 9. Qualifications Statement Requirements

Firms desiring to be considered for Real Estate Brokerage Services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for a contract under this procedure. Only firms with statements on file with the County will be evaluated. The statement should contain, as a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to the project.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Information regarding the availability and location of the key personnel to be assigned to the project.
9. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
10. A description of representative work accomplished for all jobs within the past three (3) years.
11. Evidence of Real Estate License in the State of Texas for each Broker or agent who could be assigned to the Jefferson County Account.
12. Evidence that the Broker is a member of a Multiple Listing Service. Please provide the name and location of the Multiple Listing Service (MLS) for which your firm belongs to; as well as a description of the geographic areas covered by the MLS.
13. Evidence that the Broker(s) and each agent completed the Texas Real Estate Commission Mandatory Education for Brokers and Agents Salesman License Renewal.
14. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
15. Summarize the firm's expertise in selling and acquiring properties for public entities through both purchase and lease.
16. Describe reasons why the firm would be uniquely qualified to provide Real Estate Brokerage services to Jefferson County.
17. Describe any unique services offered by your firm.
18. Provide a Certificate of Insurance showing minimum coverage requirements; by an insurance company(s) acceptable by the Jefferson County Purchasing Department. (See Sections 7 & 8 for minimum coverages, beginning on Page 6 of these specifications)
19. Provide the firm's volume of sales for the past three (3) years.
20. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 13 of this package.
21. Narrative describing why Firm should be selected.

Section 10. Additional Statement Requirements:

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.
2. Provide a listing of Disciplinary Actions, License Suspensions or actions to revoke a Broker's or Salespersons' License through the Texas Real Estate Commission.

Section 11. Terms and Conditions

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Real Estate Broker shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Real Estate Broker under contract shall be made available to any individual or organization by the Real Estate Broker without the prior written approval of the County.
5. The selected Real Estate Broker will be required to enter into a listing agreement or other appropriate contract agreement with the County.

6. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Qualifications Submission.

7. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** (for contracts under this RFQ) must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor (for a contract under this RFQ) to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

8. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Section 12. Rating Criteria

Firms will be evaluated using the following criteria.

Based upon a 100-point scale:

1. Responsiveness (10) possible points

- a. Requested information is included and thoroughness of response
- b. Clarity and brevity of response

2. Staffing Plan (30) possible points

- a. Qualifications of key personnel adequate for assignment
- b. Experience and qualifications of Broker adequate for the assignment

3. Firm's Capability to Provide the Services (30) points

- a. Services the geographic area of Jefferson County
- b. Geographic areas of Specialization in Jefferson County
- c. Has provided services to other governmental agencies
- d. Unique qualifications of the firm
- e. Belongs to Multiple Listing Service (MLS) that serves the Jefferson County area

4. Insurance, Education, and Licensing (20) points

- a. Meets minimum insurance requirements
- b. Broker and Agents must meet mandatory education requirements of the Texas Real Estate Commission
- c. Firm, it's Broker, and Agents are in good standing with the Texas Real Estate Commission

5. References (10) points

Section 13. Submission Requirements

One original and five (5) hard copies, of the qualifications statements shall be mailed or delivered to:

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

All submissions must be received by 11:00 am CDT, Tuesday, May 2, 2017.

Jefferson County will not accept any submissions received after the stated time and date, and shall return such submissions unopened to the Offeror.

Jefferson County will not accept any responsibility for submissions being delivered by third party carriers.

Submissions shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ Number, RFQ Name, RFQ Due Date, and the Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

Submissions will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Offerors will be read aloud.

Please direct questions to Jamey West, Assistant Purchasing Agent at 409-835-8593 or e-mail at: jwest@co.jefferson.tx.us.

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

County Holidays – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Contact Person's Email Address: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Contact Person's Email Address: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Contact Person's Email Address: _____

Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

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

Firm (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Respondent Shall Return Completed Form with Offer.

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2017

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

(_____)
TELEPHONE NUMBER

Respondent Shall Return Completed Form with Offer.

APPENDIX A**AERIAL PHOTOGRAPH**

The photo is believed to be a couple years old but still representative of the subject property and surrounding land uses. *Presented on Pages 17-18 are various current photos of the property.*

SUBJECT PROPERTY PHOTOGRAPHS



VIEW ALONG VITERBO ROAD



VIEW ALONG VITERBO ROAD



VIEW ALONG W. PORT ARTHUR ROAD & RAILROAD ROW



VIEW OF SITE FROM VITERBO ROAD

APPENDIX B**COMPARABLE LAND SALES SUMMARY TABLE**

No.	Location	Sale Date	Price	Size in Acres	Price/ Acre
1.	Knauth Road	10/24/2014	\$357,481	16.627	\$21,500
2.	6363 N. Twin City Highway (Unit 1)	05/04/2015	\$175,000	7.540	\$23,210
3.	Commercial Drive (Garth Industrial Park)	08/14/2014	\$135,000	9.486	\$14,231
4.	Hwy 124 (Fannett Road)	08/14/2015	\$330,000	7.601	\$43,417
5.	Hwy 124 (Fannett Road)	07/27/2015	\$406,698	9.337	\$43,558

APPENDIX C

67

ROBERT STRODER, P.E.
County Engineer
ED GRISSOM
First Assistant
ERNEST V. HUNTER, JR.
Right-of-Way Agent



JEFFERSON COUNTY
COURTHOUSE
5th Floor
1149 Pearl Street
Beaumont, Texas 77701
409 835-8584
FAX 409 835-8718

March 7, 1994

Commissioners' Court
1149 Pearl - 4th Floor
Beaumont, TX 77701

Re: Old Asphalt Plant at Viterbo Road and West Port Arthur Road
Honorable Commissioners' Court:

Precinct 2 is in the process of demolishing the above referenced plant and has discovered an old tank car filled with asphaltic oil. In addition, the car is lined with asbestos insulation. Both the asbestos and the asphaltic materials are of such a nature that they can not be disposed of in a land fill. They must be disposed of by contractors that are licensed to handle such materials and in licensed landfills. Cost of removal and disposal for the asphalt would be in the \$10,000 to 15,000 range. The removal of the asphaltic oil and disposal would be in the \$5,000 range. These are just very preliminary estimates on my part. Since the asphalt plant was operated by all four precincts and was used by surrounding cities, I feel that this is a county problem and not just a Precinct 2 problem.

With the Courts' permission I will have specifications for removal and disposal prepared by Safety, Inc. who will perform tests for asbestos. This will allow us to obtain estimates from contractors for disposing of these materials. If we can keep the total removal cost under \$15,000, then formal bid documents will not be required. However, we will still obtain a minimum of three bids to comply with the State Purchasing Act. Should the estimates exceed \$15,000, then an item will be placed on the Commissioners' Court Agenda for approval. If you have any questions, please advise.

Sincerely,

A handwritten signature in black ink that reads "Robert Stroder".

Robert Stroder, P.E.
County Engineer

cc: Tom Rugg, First Asst., Civil Division



CLIENT:
JEFFERSON COUNTY PRECINCT #2
c/o MR. MARK DOMINQUE
2748 VITERBO ROAD BOX #2
BEAUMONT, TEXAS 77705

PROJECT/LOCATION: Received
SAMPLES OF ASPHALT FROM STORAGE TANK @ MAINTENANCE
FACILITY ON VITERBO ROAD
MID-COUNTY

REPORT DATE: February 16, 1994

REPORT DATE: 94012-212

SCOPE:

Samples of asphaltic cement were secured from the referenced job-site by T&N Personnel on January 31, 1994 and submitted to our laboratory for subsequent tests. The following standard procedures were utilized in performing the laboratory test program:

<u>PROCEDURE</u>	<u>DESCRIPTION</u>
EPA - 418.1	TPH
ASTM-D 3381	Specific Gravity
ASTM-D 2270	Viscosity
ASTM-D 473	Solubility
EPA - 1010	Ignitability
EPA - 8020	BTEX

AUTHORIZATION:

Sampling, preparation and laboratory testing was authorized by Mr. Robert Stroder, P.E., Jefferson County Engineer on January 26, 1994.

LABORATORY TEST RESULTS:

Laboratory analysis and test results are presented in the "Summary of Laboratory Test Data" attached.

DISCUSSION OF TEST RESULTS:

A review of the laboratory test results indicates a TPH and BETX Content above EPA/TWC levels to allow disposal by normal procedures (solid waste disposal, landfill, etc.). Viscosity CPS, Specific Gravity and Soluble Content do not meet acceptable limits for normal asphaltic cement for road and street construction. The material sampled may be utilized in a cut-back asphaltic solution for prime or tack coat in preparing of subbase, etc. for street and road construction.

We appreciate this opportunity to provide our services for this project. Please let us know should you require additional data or information and "Thanks for Your Support".

Respectfully submitted for your acceptance,

T & N LABORATORIES, INC.

Tom A. Farmer M.E.

Tom A. Farmer, M.E.
President

TAF/sw

Copies: 2 - Client
1 - Robert Stroder, P.E.
1 - File #94012

SUMMARY OF LABORATORY TEST DATA

PROJECT: LAB TEST RESULTS OF ASPHALTIC CEMENT (OLD)

PROJECT NO.: 94015 - 212

DATE RECEIVED: JANUARY 31, 1994

SAMPLED FROM: OLD STORAGE TANK AT PRECINCT #2 MAINT. FACILITY, VITERBO ROAD

SEE DISCUSSION OF TEST RESULTS

REMARKS:

SAMPLE I.D.

#1 Sample of Old Asphalt
1/31/94 1:30 PM

LAB NO.

	LAB NO.	DATE	TIME	ANALYST
TPH, mg/Kg	4B-0128	2/8/94	14:10	R.A.
Specific Gravity, g/cc	0.8689	2/8/94	11:00	M.H.
Viscosity, cps	>1,000,000	2/14/94		E.C.
Soluble, %	40	2/8/94	16:00	E.S. III
Ignitability, F	>200	2/4/94	11:45	J.M.
(Pensky-Martens Closed Cup)				
Benzene, mg/Kg	<0.1			
Ethylbenzene, mg/Kg	11.5			
Toluene, mg/Kg	<0.1			
Xylene (omp), mg/Kg	28.2			

BETX DATE OF ANALYSES: 2/8/94

BETX ANALYST INITIALS: B.K.

SAMPLE I.D.

#2 Sample of Old Asphalt
1/31/94 1:30 PM

LAB NO.

	LAB NO.	DATE	TIME	ANALYST
TPH, mg/Kg	4B-0129	2/8/94	14:10	R.A.
Specific Gravity, g/cc	0.9066	2/8/94	11:00	M.H.
Viscosity, cps	>1,000,000	2/14/94		E.C.
Soluble, %	41	2/8/94	16:00	E.S. III
Ignitability, F	>200	2/4/94	11:45	J.M.
(Pensky-Martens Closed Cup)				
Benzene, mg/Kg	<0.1			
Ethylbenzene, mg/Kg	5.1			
Toluene, mg/Kg	<0.1			
Xylene (omp), mg/Kg	<0.1			

BETX DATE OF ANALYSES: 2/8/94

BETX ANALYST INITIALS: B.K.

SAMPLE I.D.

#3 Sample Of Old Asphalt
1/31/94 1:30 PM

LAB NO.	4B-0130	DATE	TIME	ANALYST
TPH, mg/Kg	151,000	2/8/94	14:10	R.A.
Specific Gravity, g/cc	0.9728	2/8/94	11:00	M.H.
Viscosity, cps	>1,000,000	2/14/94		E.C.
Soluble, %	38	2/8/94	16:00	E.S. III
Ignitability, F (Pensky-Martens Closed Cup)	>200	2/4/94	12:10	J.M.
Benzene, mg/Kg	<0.1			
Ethylbenzene, mg/Kg	0.9			
Toluene, mg/Kg	<0.1			
Xylene (omp), mg/Kg	<0.1			

BETX DATE OF ANALYSES: 2/8/94
 BETX ANALYST INITIALS: B.K.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
Office of Air Quality - Technical Services
Asbestos Removal Invoice
(512) 239-1535

72

Invoice Date:
09/23/94

Notification No.:
49114100

Accounting Receipt No.: _____ Date Rec'd: _____

Amount Received : _____ Check No. _____ Initials: _____

(AGENCY USE ONLY)

OWNER/OPERATOR MAILING INFORMATION:

Name: [JEFFESON COUNTY COURTHOUSE]

Address: [1149 PEARL STREET]

[BEAUONT, TX 77701-0000]

SITE INFORMATION:

Unit Name: [ASPHALT STORAGE TANK]

10-4-94

Site Location: [STORAGE RAW MATERIAL]

Site City: [NEDERLAND]

RACM REPORTED: Ln.Ft.: [0] Sq.Ft.: [400] Cu.Ft.: [0]

Ln. M.: [0] Sq. M.: [0] Cu. M.: [0]

ARUs CALCULATED: [2.5]

The fee assessment is based on a rate of \$20 per ARU with a minimum fee of \$50 and a maximum fee of \$7500 per notification.

FEE DUE: [\$50.00] CHECK NO.: _____

PO#
B21447
B21447

RETURN INVOICE FORM AND PAYMENT TO:

Texas Natural Resource Conservation Commission
Office Of Air Quality/Technical Services
ATTN: Asbestos Fees
P.O. Box 13088
Austin, Texas 78711-3088

RECEIVED
PURCHASING
DEPT.

SEP 28 1994

PM

AM

7 8 9 10 11 12 1 2 3 4 5 6

MATERIAL RECEIVED REPORT	
I CERTIFY THAT I PERSONALLY RECEIVED FOR JEFFERSON COUNTY THE ABOVE LISTED ITEMS. I FURTHER CERTIFY THAT I HAVE EXAMINED EACH ITEM AND THAT ALL WERE IN GOOD CONDITION UNLESS OTHERWISE NOTED BY ME.	
DATE	10/03/94
_____ John [Signature] Authorized Signature	

COPIES:
WHITE - TECH. SERVICES
YELLOW - FISCAL
PINK - OWNER/OPERATOR

1120202 4.31 50.77

John Hall, *Chairman*

Pam Reed, *Commissioner*

Peggy Garner, *Commissioner*

Anthony Grigsby, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

TO WHOM IT MAY CONCERN:

Effective September 1, 1992, the Texas Air Control Board (TACB) began collecting Asbestos Notification Fees from contractors related to asbestos removal projects as stated in TACB General Rule 101.28. Effective August 18, 1993 the rule was changed to state that the **owner/operator** shall be responsible for the Texas Natural Resource Conservation Commission (TNRCC) asbestos notification fee.

Enclosed is the Asbestos Removal Fee Invoice related to the recent notification referenced on the invoice. The fee due is indicated near the bottom left side of the form. The fee must be paid within 30 days of the invoice date. Please make your checks payable to the "TNRCC" and mail to the address on the invoice.

THE WHITE AND YELLOW COPIES OF THE INVOICE MUST ACCOMPANY YOUR PAYMENT FOR YOU TO RECEIVE PROPER CREDIT. PLEASE KEEP THE PINK COPY OF THE INVOICE FOR YOUR RECORDS.

If you have any questions or need more information please contact me at (512)239-1622 or the FAX number is (512)239-1555.

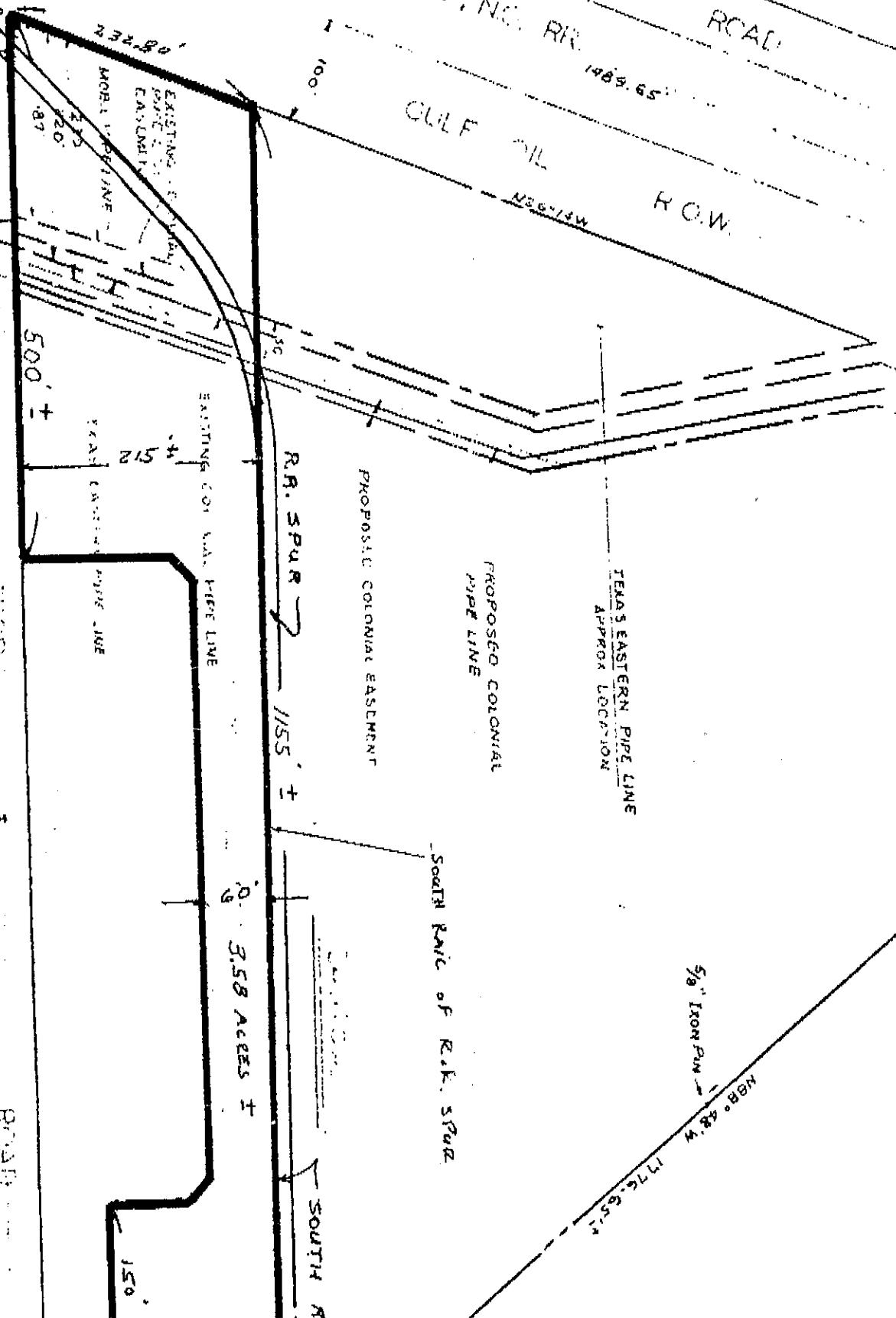
Sincerely,

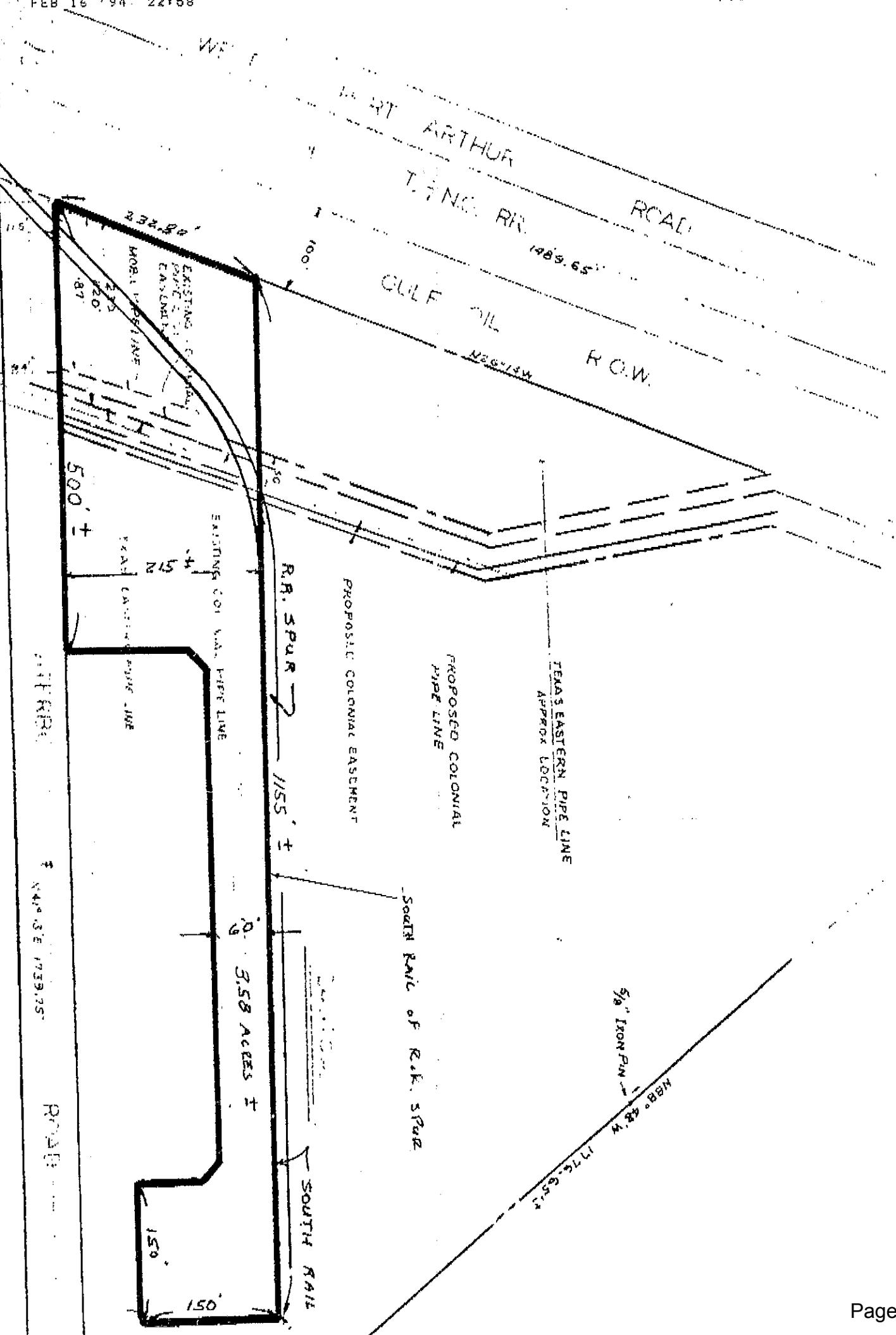
A handwritten signature in cursive ink that reads "Carole Ransom".

Carole Ransom
Office of Air Quality
Technical Services

RECEIVED
PURCHASING
DEPT.

SEP 28 1994
AM 7 8 9 10 11 12 1 2 3 4 5 6
PM







JEFFERSON C.A.D. PLAT MAP

InterFlood

Instant flood maps and data

Buy [Get Maps](#) My Account Questions a la mode [Logout](#)

Flood Data

USPS Address: viterbo road
TX 77642

Community Name: JEFFERSON COUNTY

Community #: 480385

County:

Census Tract: 0112.01

Flood Zone: A15

Map Date: 1991-11-20

Flood Map Type and Color Options

Type: Aerial Zone Color: Blue



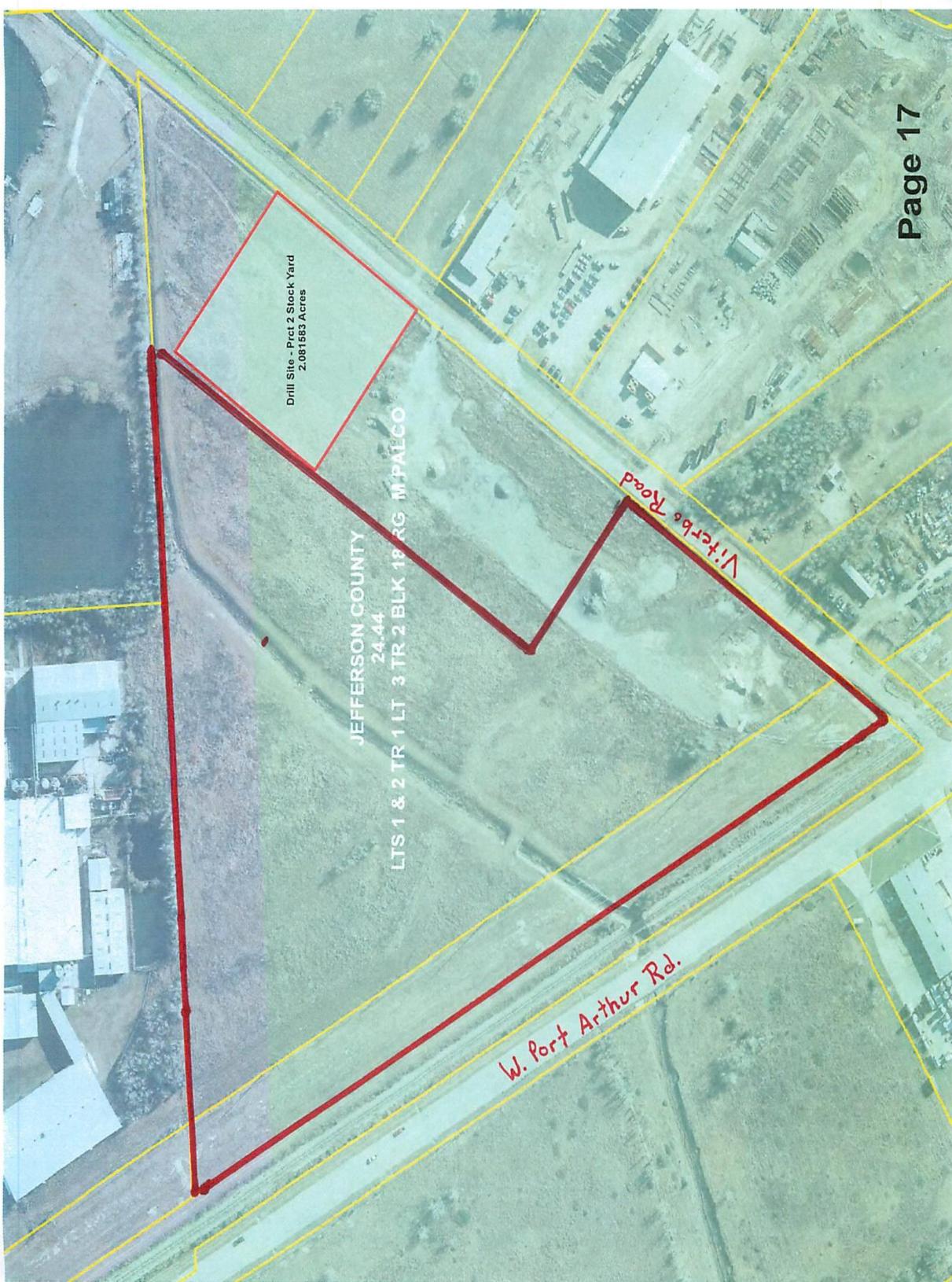
[APPLY MAP OPTIONS](#)

Flood Map

To Save your flood map, use your **right** mouse button and **click** directly on it. Then, depending on what you want to do, select:

- **Save Picture As...** to copy the flood map to your hard drive
- **Copy** to place the flood map in Windows memory so you can paste into another program
- **Print Picture ...** to print the flood map immediately





Page 17





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent 

Date: April 6, 2017

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY
April 10, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	DELL OPTIPLEX 755 PC	D3MCLH1	33197
<i>contact person: Peggy Coleman</i>			
CONSTABLE PCT. 1	PURPLE CHAIR		30689
CONSTABLE PCT. 1	BROTHER INTELLIFAX 2820	U61325E1N851652	
CONSTABLE PCT. 1	ADDING MACHINE		
CONSTABLE PCT. 1	HP OFFICE JET 6100 PRINTER	CN3C175HKW	
CONSTABLE PCT. 1	WIDMER TIME CLOCK	254100	
CONSTABLE PCT. 1	IBM PPS 2390 RECEIPT PRINTER	11-L8526	
<i>contact person: Volena Chatman</i>			
COUNTY CLERK	BROTHERDCP-7040 COPIER/SCANNER/FAX	U62065H9J262329	
<i>contact person: Jessica Grammer</i>			
CORRECTIONAL FACILITY	KENWOOD RADIO	90400290	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600766	
CORRECTIONAL FACILITY	KENWOOD RADIO	90400315	
CORRECTIONAL FACILITY	KENWOOD RADIO	70200148	
CORRECTIONAL FACILITY	KENWOOD RADIO	B0400260	
CORRECTIONAL FACILITY	KENWOOD RADIO	41202445	
CORRECTIONAL FACILITY	KENWOOD RADIO	A8A00015	
CORRECTIONAL FACILITY	KENWOOD RADIO	90700146	
CORRECTIONAL FACILITY	KENWOOD RADIO	80300598	
CORRECTIONAL FACILITY	KENWOOD RADIO	70200154	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600772	
CORRECTIONAL FACILITY	KENWOOD RADIO	51202907	
CORRECTIONAL FACILITY	KENWOOD RADIO	41001161	
CORRECTIONAL FACILITY	KENWOOD RADIO	71000945	
CORRECTIONAL FACILITY	KENWOOD RADIO	40202481	

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY
April 10, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CORRECTIONAL FACILITY	KENWOOD RADIO	90603525	
CORRECTIONAL FACILITY	KENWOOD RADIO	B3800025	
CORRECTIONAL FACILITY	KENWOOD RADIO	80300605	
CORRECTIONAL FACILITY	KENWOOD RADIO	40601562	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600660	
CORRECTIONAL FACILITY	KENWOOD RADIO	A8A00319	
CORRECTIONAL FACILITY	KENWOOD RADIO	90700024	
CORRECTIONAL FACILITY	KENWOOD RADIO	40901366	
CORRECTIONAL FACILITY	KENWOOD RADIO	90700073	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600706	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600668	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600757	
CORRECTIONAL FACILITY	KENWOOD RADIO	50900167	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600705	
CORRECTIONAL FACILITY	KENWOOD RADIO	20600652	
CORRECTIONAL FACILITY	KENWOOD RADIO	B1201813	
CORRECTIONAL FACILITY	KENWOOD RADIO	70200149	
CORRECTIONAL FACILITY	KENWOOD RADIO	60400126	
CORRECTIONAL FACILITY	KENWOOD RADIO	70200155	
CORRECTIONAL FACILITY	KENWOOD RADIO	80300560	
CORRECTIONAL FACILITY	KENWOOD RADIO	90700071	
CORRECTIONAL FACILITY	KENWOOD RADIO	50900169	
CORRECTIONAL FACILITY	KENWOOD RADIO	50303264	
CORRECTIONAL FACILITY	KENWOOD RADIO	50502409	
CORRECTIONAL FACILITY	KENWOOD RADIO	70200174	
CORRECTIONAL FACILITY	KENWOOD RADIO	80300630	
CORRECTIONAL FACILITY	KENWOOD RADIO	70200146	
CORRECTIONAL FACILITY	KENWOOD RADIO	60400088	
CORRECTIONAL FACILITY	KENWOOD RADIO	70200167	

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY
April 10, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CORRECTIONAL FACILITY	KENWOOD RADIO	20600759	
CORRECTIONAL FACILITY	KENWOOD RADIO	60400130	
CORRECTIONAL FACILITY	KENWOOD RADIO	40202485	
CORRECTIONAL FACILITY	KENWOOD RADIO	41202443	
CORRECTIONAL FACILITY	KENWOOD RADIO	90700072	
CORRECTIONAL FACILITY	KENWOOD RADIO	70200172	
CORRECTIONAL FACILITY	KENWOOD RADIO	80300617	
CORRECTIONAL FACILITY	KENWOOD RADIO	70200161	
CORRECTIONAL FACILITY	BOSCH DVR	DB16B10481	
CORRECTIONAL FACILITY	BOSCH DVR	DB32S20481	
<i>contact person: Mistey Reeves</i>			
CRIME LAB	INTOXILYZER 5000 68 EN	68-012506	28540
CRIME LAB	INTOXILYZER 5000 68 EN	68-013748	33578
CRIME LAB	INTOXILYZER 5000 68 EN	68-013601	32927
CRIME LAB	LEADER OSCILLOSCOPE	9113495	4226
<i>contact person: Emily Esquivel</i>			
PURCHASING	4-DRAWER LEGAL FILE CABINET	2069	
<i>contact person: Sylvia Moore</i>			
SHERIFF	SONY CAMERA	418456	
SHERIFF	DESKJET 960C PRINTER	6187456645	27740
SHERIFF	DESKJET 960C PRINTER	4564588120	25599
SHERIFF	BROTHER FAX MACHINE	U6732615J	
<i>contact person: Dana Aguilard</i>			
TAX - MID COUNTY	HP LASERJET P3015 PRINTER	VNWCC6G261	34057
<i>contact person: Tracy Knight</i>			

Approved by Commissioners' Court: _____

Phone (409) 434-5450
Fax (409) 794-3156



19217 Hwy 365
Beaumont, TX 77705

Bryan Werner
CONSTABLE, PRECINCT FOUR

April 5, 2017

To: Commissioners Court
From: Constable Bryan Werner
Re: Agenda – Reserve Deputy Commission

**Consider and possibly approve Fletcher Pipkin as a Reserve Deputy Constable with
Constable Precinct 4 in accordance with Local Government Code (LGC) 85.011.** *tw/dg. 011*

The applicant will have no effect on the budget. Requesting Fletcher Pipkin be a non-paid reserve deputy.

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Three Months Ending December 31, 2016



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

March 31, 2017

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of December 31, 2016 together with the results of operations of the budget for the third period then ended.

Revenue:

Total budgeted revenue collected for the three months ending December 31, 2016 is \$20,321,163. Budgeted Revenues are \$116,921,656 leaving \$96,600,493 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$15,542,653 for the first three months of the year. This amount represents 20% of the budgeted amount of \$79,071,350.

Sales Taxes:

Nine percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$23,950,000.

Page Two

Licenses & Permits:

Eighteen percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$420,620 for the year.

Intergovernmental:

Sixteen percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,360,786.

Fees:

Twenty-one percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,267,800 for the year.

Fines and Forfeitures:

Nineteen percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,600,000.

Interest:

Four percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$227,100.

Other Revenues:

Six percent has been collected in Other Revenues. Revenues from Other Revenues are budgeted to be \$24,000 for the year.

Expenditures:

Overall for the County's budgeted funds, twenty-six percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$124,741,716, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,751,694 for the fiscal year ending September 30, 2017.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read "PS".

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE THREE MONTHS ENDING DECEMBER 31, 2016
TABLE OF CONTENTS

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Jefferson County, Texas
 Consolidated Balance Sheet
 For the Three Months Ending December 31, 2016

	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	\$ 41,201,825	19,350,688	6,292,752	1,665,312	(174,313)	(2,978,763)	\$ 65,357,501
Receivables & Prepads	6,222,158	93,306	-	143,816	41,709	-	6,500,989
Intergovernmental Receivables	2,953,265	78,125	-	-	-	-	3,031,390
Due From Other Funds	163,814	-	-	-	-	-	163,814
Inventory	532,589	32,235	-	-	112,616	-	677,440
Other Assets	-	-	-	-	82,987,576	-	82,987,576
Total Assets	\$ 51,073,651	\$ 19,554,354	\$ 6,292,752	\$ 1,809,128	\$ 82,967,588	\$ (2,978,763)	\$ 158,718,710
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	\$ 4,072,522	615,767	123	-	1,410,315	1,660,846	\$ 7,759,573
Intergovernmental Payables	360	-	-	-	112	-	472
Due To Other Funds	-	13,814	-	-	-	-	13,814
Other Liabilities	8,641,434	746,722	-	131,574	290,648	-	9,810,378
Fund Balance/Equity	38,359,335	18,178,051	6,292,629	1,677,554	81,266,513	(4,639,609)	141,134,473
Total Liabilities and Fund Balance/Equity	\$ 51,073,651	\$ 19,554,354	\$ 6,292,752	\$ 1,809,128	\$ 82,967,588	\$ (2,978,763)	\$ 158,718,710

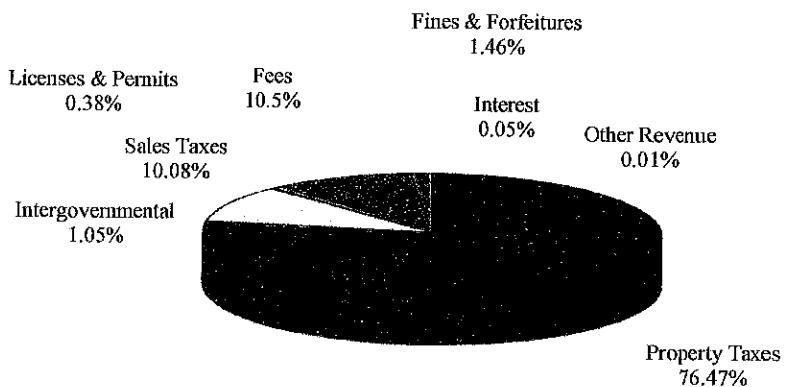
Jefferson County, Texas
 Statement of Changes in Fund Balances
 For The Three Months Ending December 31, 2016

	10/01/2016	Three Months Ending December 31, 2016				12/31/2016
	Fund Balance	Receipts	Disbursements	Transfers In/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 354,437	\$ 138,781	\$ 166,100	\$ -	\$ -	\$ 327,118
Road & Bridge Pct. 1	2,581,422	253,077	311,049	-	-	2,523,450
Road & Bridge Pct. 2	697,666	227,731	347,319	-	-	578,078
Road & Bridge Pct. 3	598,696	209,619	344,010	-	-	464,305
Road & Bridge Pct. 4	1,346,250	267,497	382,544	-	-	1,231,203
Engineering Fund	67,916	164,558	253,284	-	-	(20,810)
Parks & Recreation	75,606	26,838	22,055	-	-	80,389
General Fund	37,369,319	17,605,696	25,516,074	(379,450)	-	29,079,491
Mosquito Control Fund	659,301	328,750	553,455	-	-	434,596
Tobacco Settlement Fund	3,759,414	2,101	100,000	-	-	3,661,515
 Total General Funds	 47,510,027	 19,224,648	 27,995,890	 (379,450)	 -	 38,359,335
 Total Special Revenue Funds	 19,616,024	 3,242,397	 4,680,370	 -	 -	 18,178,051
 Total Capital Project Funds	 6,678,122	 3,646	 389,139	 -	 -	 6,292,629
 Total Debt Service Funds	 581,539	 1,096,515	 500	 -	 -	 1,677,554
 Total Enterprise Funds	 81,913,786	 181,918	 1,208,641	 379,450	 -	 81,266,513
 Total Internal Service Funds	 (4,129,493)	 4,790,381	 5,300,497	 -	 -	 (4,639,609)
 Total Balances	 \$ 152,170,005	 \$ 28,539,505	 \$ 39,575,037	 \$ -	 \$ -	 \$ 141,134,473

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Three Months Ending December 31, 2016

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 15,542,653	\$ 79,071,350	\$ 63,528,697	80.34%
Sales Taxes	2,048,171	23,950,000	21,901,829	91.45%
Licenses & Permits	76,298	420,620	344,322	81.86%
Intergovernmental	212,963	1,360,786	1,147,823	84.35%
Fees	2,132,333	10,267,800	8,135,467	79.23%
Fines & Forfeitures	297,457	1,600,000	1,302,543	81.41%
Interest	9,839	227,100	217,261	95.67%
Other Revenue	1,449	24,000	22,551	93.96%
	\$ 20,321,163	\$ 116,921,656	\$ 96,600,493	82.62%

Revenues by Major Category
For The Three Months Ending December 31, 2016



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Three Months Ending December 31, 2016

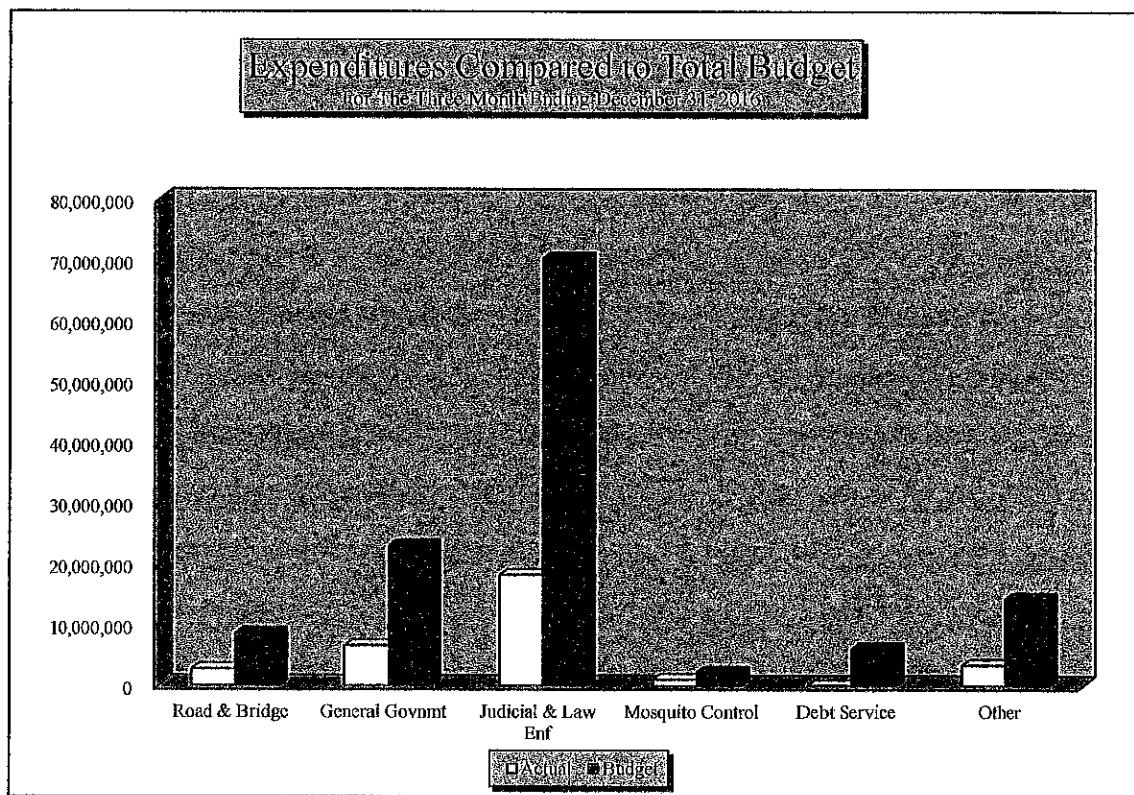
Jury Fund	October 2016		Cumulative Total	Annual Budget	Unrealized Balance
	-December				
Current Taxes	\$ 51,307	\$ 51,307	\$ 293,589	\$ 242,282	
Delinquent Taxes	1,585	1,585	5,527	3,942	
Jury Fees	9,117	9,117	32,000	22,883	
Other Revenue	76,772	76,772	400,000	323,228	
Road & Bridge Pct. 1					
Current Taxes	98,835	98,835	565,552	466,717	
Delinquent Taxes	2,071	2,071	7,224	5,153	
Intergovernmental Revenue	-	-	-	-	
Auto Registration Fees	-	-	575,740	575,740	
Road & Bridge Fees	109,563	109,563	562,655	453,092	
Sales, Rentals & Services	-	-	-	-	
Fines and Forfeitures	42,608	42,608	235,530	192,922	
Road & Bridge Pct. 2					
Current Taxes	90,564	90,564	518,225	427,661	
Delinquent Taxes	1,899	1,899	6,620	4,721	
Intergovernmental Revenue	-	-	-	-	
Auto Registration Fees	-	-	527,560	527,560	
Road & Bridge Fees	96,227	96,227	515,570	419,343	
Sales, Rentals & Services	-	-	-	-	
Fines and Forfeitures	39,041	39,041	215,820	176,779	
Road & Bridge Pct. 3					
Current Taxes	82,671	82,671	473,059	390,388	
Delinquent Taxes	1,733	1,733	6,043	4,310	
Intergovernmental Revenue	-	-	-	-	
Auto Registration Fees	-	-	481,580	481,580	
Road & Bridge Fees	89,826	89,826	470,635	380,809	
Sales, Rentals & Services	(250)	(250)	-	250	
Fines and Forfeitures	35,639	35,639	197,010	161,371	
Road & Bridge Pct. 4					
Current Taxes	105,595	105,595	604,236	498,641	
Delinquent Taxes	2,213	2,213	7,718	5,505	
Intergovernmental Revenue	-	-	1,200	1,200	
Auto Registration Fees	-	-	615,120	615,120	
Road & Bridge Fees	114,734	114,734	601,140	486,406	
Sales, Rentals & Services	(563)	(563)	-	563	
Fines and Forfeitures	45,518	45,518	251,640	206,122	
Other Revenue	-	-	-	-	

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Three Months Ending December 31, 2016

	<u>October 2016</u> <u>-December</u>	<u>Cumulative</u> <u>Total</u>	<u>Annual</u> <u>Budget</u>	<u>Unrealized</u> <u>Balance</u>
Engineering Fund				
Current Taxes	\$ 160,140	\$ 160,140	\$ 916,353	\$ 756,213
Delinquent Taxes	3,468	3,468	12,095	8,627
Licenses and Permits	950	950	400	(550)
Sales, Rentals & Services	-	-	500	500
Parks & Recreation				
Current Taxes	9,047	9,047	51,771	42,724
Delinquent Taxes	-	-	-	-
Sales, Rentals & Services	17,791	17,791	70,200	52,409
General Fund				
Current Taxes	13,231,557	13,231,557	66,775,860	53,544,303
Delinquent Taxes	275,547	275,547	960,927	685,380
Sales Taxes	2,048,171	2,048,171	23,950,000	21,901,829
Other Taxes	1,449	1,449	24,000	22,551
Licenses and Permits	75,348	75,348	420,220	344,872
Intergovernmental Revenue	136,191	136,191	959,586	823,395
Fees of Office	897,664	897,664	4,095,500	3,197,836
Other Sales, Rentals & Svcs.	798,224	798,224	1,719,600	921,376
Fines & Forfeitures	134,651	134,651	700,000	565,349
Interest	6,894	6,894	200,000	193,106
Other Revenue	-	-	-	-
Mosquito Control Fund				
Current Taxes	321,045	321,045	1,837,083	1,516,038
Delinquent Taxes	7,705	7,705	26,870	19,165
Spraying Contract	-	-	-	-
Sales, Rentals & Services	-	-	-	-
Tobacco Settlement Fund				
Interest	2,101	2,101	15,000	12,899
Debt Service				
Current Taxes	1,072,063	1,072,063	5,935,622	4,863,559
Delinquent Taxes	23,608	23,608	66,976	43,368
Interest	844	844	12,100	11,256
Other, Sales, Rentals & Svcs.	-	-	-	-
Total	\$ 20,321,163	\$ 20,321,163	\$ 116,921,656	\$ 96,600,493

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 25% of Budget Expended
 For The Three Months Ending December 31, 2016

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 175,826	\$ 1,017,307	\$ 841,481	82.72%
Road & Bridge Funds	2,435,205	7,460,855	5,025,650	67.36%
Engineering Fund	259,394	996,435	737,041	73.97%
Parks & Recreation Fund	30,108	181,315	151,207	83.39%
General Fund:				
General Government	6,591,349	23,097,408	16,506,059	71.46%
Judicial	4,552,910	18,598,780	14,045,870	75.52%
Law Enforcement	13,548,522	50,635,705	37,087,183	73.24%
Education	103,707	409,333	305,626	74.66%
Health & Welfare	1,386,274	8,439,758	7,053,484	83.57%
Maintenance	1,192,698	3,757,551	2,564,853	68.26%
Other	592,539	1,709,972	1,117,433	65.35%
Mosquito Control Fund	1,007,864	2,228,867	1,221,003	54.78%
Tobacco Settlement	100,000	100,000	-	-
Debt Service Funds	<u>500</u>	<u>6,108,430</u>	<u>6,107,930</u>	<u>99.99%</u>
	<u><u>\$ 31,976,896</u></u>	<u><u>\$ 124,741,716</u></u>	<u><u>\$ 92,764,820</u></u>	<u><u>74.37%</u></u>



Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation
 For The Three Months Ending December 31, 2016

98

Jury Fund	October 2015			Cumulative		Annual Budget	Unencumbered Balance
	December	Encumbrances	Total				
Road & Brdg Pct. 1	\$ 311,049	467,178	778,227	\$ 1,891,088		\$ 1,112,861	
Road & Brdg Pct. 2	347,319	212,860	560,179	1,721,091		1,160,912	
Road & Brdg Pct. 3	344,010	105,213	449,223	1,835,539		1,386,316	
Road & Brdg Pct. 4	382,544	265,032	647,576	2,013,137		1,365,561	
Engineering	253,284	6,110	259,394	996,435		737,041	
Parks & Recreation	22,055	8,053	30,108	181,315		151,207	
Tax Assessor/Coll.	1,019,355	14,191	1,033,546	3,858,457		2,824,911	
Human Resources	105,160	4,790	109,950	429,962		320,012	
County Auditor	412,891	910	413,801	1,449,923		1,036,122	
County Clerk	560,573	79,537	640,110	2,277,022		1,636,912	
County Judge	224,357	849	225,206	889,895		664,689	
Risk Management	64,857	285	65,142	251,816		186,674	
County Treasurer	98,143	734	98,877	379,487		280,610	
Printing Department	35,455	17,540	52,995	169,168		116,173	
Purchasing Department	141,337	16,963	158,300	559,482		401,182	
General Services	2,565,490	115,103	2,680,593	9,766,981		7,086,388	
MIS	604,842	22,874	627,716	2,118,915		1,491,199	
Voter's Registration	27,764	1,062	28,826	106,214		77,388	
Elections	412,308	43,979	456,287	840,086		383,799	
District Attorney	1,673,829	17,172	1,691,001	6,600,556		4,909,555	
District Clerk	493,043	13,147	506,190	1,900,069		1,394,679	
Criminal Dist. Court	320,764	381	321,145	1,495,083		1,173,938	
58th Dist. Court	72,747	270	73,017	295,885		222,868	
60th Dist. Court	77,702	300	78,082	291,462		213,380	
136th Dist. Court	79,665	1,041	80,706	302,169		221,463	
172nd Dist. Court	76,261	102	76,363	292,766		216,403	
252nd Dist. Court	213,762	287	214,049	1,151,980		937,931	
279th Dist. Court	89,031	494	89,525	398,987		309,462	
317th Dist. Court	185,794	687	186,481	765,711		579,230	
J.P. Pct. 1 P1	92,732	70	92,802	367,606		274,804	
J.P. Pct. 1 P2	92,343	-	92,343	365,966		273,623	
J.P. Pct. 2	75,276	75	75,351	339,964		264,613	
J.P. Pct. 4	93,966	240	94,206	362,346		268,140	
J.P. Pct. 6	92,553	670	93,223	368,970		275,747	
J.P. Pct. 7	85,245	677	85,922	364,635		278,713	
J.P. Pct. 8	85,104	1,643	86,747	359,946		273,199	
Cnty. Court at Law 1	124,612	17	124,629	478,622		353,993	
Cnty. Court at Law 2	152,507	336	152,843	646,168		493,325	
Cnty. Court at Law 3	179,263	3,425	182,688	720,898		538,210	
Court Master	96,490	600	97,090	484,152		387,062	

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation
For The Three Months Ending December 31, 2016

	October 2015			Cumulative Total	Annual Budget	Unencumbered Balance
	December	Encumbrances	Total			
Dispute Resolution	\$ 52,043	\$ 6,464	\$ 58,507	\$ 244,039	\$ 185,532	
Alternative School	85,159	855	86,014	394,076	308,062	
Comm. Supervision	1,073	1,419	2,492	19,082	16,590	
Sheriff's Dept.	3,520,104	125,939	3,646,043	13,370,343	9,724,300	
Crime Lab	336,227	24,253	360,480	1,342,160	981,680	
Jail	6,883,080	582,969	7,466,049	27,849,155	20,383,106	
Juvenile Probation	347,424	2,562	349,986	1,589,282	1,239,296	
Juvenile Detention	467,821	105,289	573,110	2,106,820	1,533,710	
Constable Pct. 1	250,667	6,985	257,652	811,364	553,712	
Constable Pct. 2	110,549	165	110,714	448,812	338,098	
Constable Pct. 4	130,162	2,997	133,159	461,861	328,702	
Constable Pct. 6	151,594	30,768	182,362	585,912	403,550	
Constable Pct. 7	114,215	4,367	118,582	430,613	320,031	
Constable Pct. 8	112,534	149	112,683	433,225	320,542	
County Morgue	142,012	7,184	149,196	785,000	635,804	
Agriculture Ext.	101,453	2,254	103,707	409,333	305,626	
Public Health # 1	285,480	2,613	288,093	1,258,276	970,183	
Public Health # 2	281,862	2,682	284,544	1,241,175	956,631	
Nurse Practitioner	76,087	2,496	78,583	305,055	226,472	
Child Welfare	11,863	-	11,863	120,000	108,137	
Env. Control	93,286	275	93,561	386,151	292,590	
Ind. Medical Svcs.	249,311	321,831	571,142	4,901,207	4,330,065	
Emergency Mgmt.	58,488	-	58,488	227,894	169,406	
Beaumont Maintenance	481,172	433,049	914,221	2,773,185	1,858,964	
Port Arthur Maint.	163,974	49,559	213,533	764,730	551,197	
Mid-County Maint.	38,928	26,016	64,944	219,636	154,692	
Service Center	167,681	348,009	515,690	1,115,164	599,474	
Veteran Service	76,524	325	76,849	294,808	217,959	
Mosquito Control	553,455	454,409	1,007,864	2,228,867	1,221,003	
Tobacco Settlement	100,000	-	100,000	100,000	-	
Debt Service Funds	500	-	500	6,108,430	6,107,930	
Contingency	-	-	-	300,000	300,000	
Total	\$ 27,996,390	\$ 3,980,506	\$ 31,976,896	\$ 124,741,716	\$ 92,764,820	

Jefferson County, Texas
 Statement of Bonded Indebtedness
 For The Three Months Ending December 31, 2016

Issue	Beginning Amount Outstanding	2016-2017 Requirements				2016-2017 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2011 Refunding Bonds	1,150,000	1,150,000	34,500	2,500	1,187,000	-	-	-	-	1,150,000
2012 Refunding Bonds	34,380,000	3,275,000	1,367,200	2,500	4,644,700	-	-	-	-	34,380,000
2013 Refunding Bonds	540,000	265,000	9,230	2,500	276,730	-	-	500	500	540,000
	<u>\$ 36,070,000</u>	<u>\$ 4,690,000</u>	<u>\$ 1,410,930</u>	<u>\$ 7,500</u>	<u>\$ 6,108,430</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500</u>	<u>\$ 500</u>	<u>\$ 36,070,000</u>

Jefferson County, Texas
Statement of Transfers In and Out

	Fund	Transfers In	Transfers Out
120	General Fund	-	379,450 (a)
550	SETEC Fund	379,450 (a)	-
		<u><u>\$379,450</u></u>	<u><u>\$379,450</u></u>

(a) Budgeted Transfer

Jefferson County, Texas
 Statement of Comp-Time Liability
 For The First Quarter - December 31, 2016

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	375.00	\$ 9,049.15
Road & Bridge # 2	473.00	11,639.31
Road & Bridge # 3	503.32	11,287.61
Road & Bridge # 4	75.00	1,770.58
Engineering	82.26	2,329.11
Tax Assessor/Collector	396.92	7,960.09
Human Resources	17.00	323.55
County Auditor	112.50	3,078.66
County Clerk	608.77	12,355.44
County Judge	72.63	1,829.29
Treasurer	0.01	0.09
Printing	0.55	13.16
Purchasing Department	8.75	179.17
MIS	476.74	13,030.45
Voter Registration	80.00	2,073.20
Elections Department	209.87	5,169.93
District Attorney	0.08	1.67
District Clerk	366.39	7,080.41
Criminal District Court	65.00	1,626.21
58th District Court	1.63	40.65
172nd District Court	0.00	0.00
252nd District Court	81.87	2,341.74
279th District Court	0.01	0.13
Justice of Peace Pct. 1 Pl. 1	59.13	1,432.48
Justice of Peace Pct. 1 Pl. 2	0.00	0.00
Justice of Peace Pct. 2	26.50	642.04
Justice of Peace Pct. 4	0.01	0.10
Justice of Peace Pct. 6	3.62	84.06
Justice of Peace Pct. 7	50.63	1,225.50
Justice of Peace Pct. 8	0.00	0.00
County Court at Law #2	61.38	1,940.12
Court Master	15.87	308.94
ASAP	165.38	4,672.58
Marine Division	2,791.99	87,963.12
Alternative School	61.50	1,873.38
Sheriff's Department	10,341.58	326,934.95
Crime Lab	355.92	12,642.61
Correctional Facility	8,547.66	207,638.77
Juvenile Detention Home	322.66	5,682.69

Jefferson County, Texas
 Statement of Comp-Time Liability
 For The First Quarter - December 31, 2016

Department	Cumulative Hours	Current Liability
Juvenile Probation	133.96	\$ 2,631.99
Constable Pct. 1	159.00	4,730.27
Constable Pct. 2	61.00	2,317.39
Constable Pct. 4	83.00	2,435.11
Constable Pct. 6	51.21	1,689.57
Constable Pct. 7	53.41	1,971.44
Constable Pct. 8	30.13	669.29
Public Health No. 1	53.50	1,054.00
Public Health No. 2	29.02	513.08
Indigent Health	0.00	0.00
Mosquito Control	351.12	7,943.32
Maintenance - Beaumont	282.14	5,634.49
Maintenance - Port Arthur	197.75	3,806.26
Maintenance- Mid County	0.00	0.00
Visitors' Center	63.55	893.60
Service Center	6.50	149.70
Veterans' Services Office	0.62	14.36
Environmental Control	0.00	0.00
Emergency Management	71.75	2,049.96
Airport	830.37	15,862.93
Dispute Resolution Center	110.13	1,787.01
Grant A Basic Probation	126.50	2,243.30
Grant A Mental Health Service	14.13	374.74
Grant A Community Programs	166.82	2,966.79
Grant A Pre and Post Ajudication	26.62	369.75
Sheriff Mental Health Liason	0.00	0.00
Community Supervision	382.67	8,241.64
Women's Center	560.76	7,876.19
Community Corrections	18.51	275.34
High Need Program	0.25	6.20
TJPC Grant Contract M	43.53	767.25
Drug Diversion	90.71	1,812.45
Juvenile Probation and Detention	57.13	715.28
Mentally Impaired Offender	6.00	118.75
Auto Theft	356.00	12,463.63
Courthouse Security	222.00	6,837.89
Total	31,450.92	\$ 847,443.91
 Comp-Time Liability at 12/31/15	 32,376.76	 \$875,608.03

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE
DAWN DONUTS139.75
91.00432204
432351

230.75**

ROAD & BRIDGE PCT.#1

UNITED STATES POSTAL SERVICE
DE LAGE LANDEN PUBLIC FINANCE
REPUBLIC SERVICES.40
70.00
45.00432234
432295
432350

115.40**

ROAD & BRIDGE PCT.#2

ENTERGY
J.K. CHEVROLET CO.
MUNRO'S
PHILPOTT MOTORS, INC.
BUMPER TO BUMPER
AIRPORT GULF TOWING LLC
MARTIN PRODUCT SALES LLC
DE LAGE LANDEN PUBLIC FINANCE
MIKE TRAHAN
REPUBLIC SERVICES
GULF COAST96.34
24.38
20.00
43.64
293.75
65.00
198.37
90.00
10.50
72.60
3,470.72432160
432161
432173
432182
432251
432259
432265
432295
432344
432350
432368

4,385.30**

ROAD & BRIDGE PCT. # 3

SPIDLE & SPIDLE
FARM & HOME SUPPLY
ENTERGY
LOUIS' YAZOO SALES & SERVICE, LLC
MID-COUNTY ALTERNATOR
MUNRO'S
SMART'S TRUCK & TRAILER, INC.
TRIANGLE CLUTCH REBLDRS.
VULCAN MATERIALS CO.
W. JEFFERSON COUNTY M.W.D.
HOWARD'S AUTO SUPPLY
FASTENAL
MCKESSON MEDICAL-SURGICAL INC
TEXAS GAS SERVICE
WINDSTREAM
DE LAGE LANDEN PUBLIC FINANCE
NORTHERN TOOL AND EQUIPMENT
SCHEAFFER MFG CO
FELIX AAA AUTO & TRUCK PARTS LLC
TRANSIT & LEVEL CLINIC LLC
SMITTY'S HAMSHIRE GULF
GULF COAST
DTNY DIGITAL IMPRESSIONS INC1,627.11
49.31
390.39
284.55
125.00
38.15
36.06
282.00
2,818.44
27.14
349.50
10.16
1,348.19
168.46
47.60
140.00
139.98
376.66
51.28
32.36
7.00
140.76
140.00432122
432154
432160
432167
432171
432173
432193
432203
432206
432208
432220
432222
432224
432244
432263
432295
432300
432320
432345
432354
432368
432370

8,630.10**

ROAD & BRIDGE PCT.#4

ABLE FASTENER, INC.
RB EVERETT & COMPANY, INC.
GULF COAST SCREW & SUPPLY
J.K. CHEVROLET CO.
M&D SUPPLY
MUNRO'S
PORT ARTHUR NEWS, INC.
SMART'S TRUCK & TRAILER, INC.
SOUTHEAST TEXAS WATER
W. JEFFERSON COUNTY M.W.D.
WHOLESALE ELECTRIC SUPPLY CO.
EVERETT D ALFRED
MARTIN PRODUCT SALES LLC
HLAVINKA EQUIPMENT COMPANY
DE LAGE LANDEN PUBLIC FINANCE
ASCO
SOUTHEAST TEXAS PARTS AND EQUIPMENT
MARTIN MARIEETA MATERIALS
REPUBLIC SERVICES
GULF COAST5.02
229.19
29.80
35.43
115.75
71.21
108.50
145.88
50.85
152.03
217.75
116.10
640.52
477.31
229.79
2,072.62
333.92
695.10
72.60
4,619.92432118
432153
432159
432161
432168
432173
432184
432193
432194
432209
432210
432243
432265
432269
432295
432314
432325
432342
432350
432368

10,419.29**

ENGINEERING FUND

NAME	AMOUNT	CHECK NO.	
DE LAGE LANDEN PUBLIC FINANCE	460.94	432295	460.94**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	56.31	432140	
ENTERGY	9.46	432160	
M&D SUPPLY	45.46	432168	
AT&T	29.04	432197	
VULCAN MATERIALS CO.	7,999.42	432206	
W. JEFFERSON COUNTY M.W.D.	54.28	432208	
GENERAL FUND			8,193.97**
TAX OFFICE			
OFFICE DEPOT	2,217.85	432178	
PITNEY BOWES, INC.	21.00	432183	
SOUTHEAST TEXAS WATER	238.00	432194	
AT&T	105.36	432197	
UNITED STATES POSTAL SERVICE	765.06	432234	
UNITED STATES POSTAL SERVICE	30.01	432235	
DE LAGE LANDEN PUBLIC FINANCE	370.00	432295	
COUNTY HUMAN RESOURCES			3,747.28*
UNITED STATES POSTAL SERVICE	12.20	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
AUDITOR'S OFFICE			82.20*
OFFICE DEPOT	47.01	432178	
SOUTHEAST TEXAS WATER	29.95	432195	
UNITED STATES POSTAL SERVICE	183.68	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
COUNTY CLERK			330.64*
UNITED STATES POSTAL SERVICE	254.57	432234	
UNITED STATES POSTAL SERVICE	63.72	432235	
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	432295	
THOMSON REUTERS-WEST	173.00	432317	
COUNTY JUDGE			1,544.11*
UNITED STATES POSTAL SERVICE	6.37	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
KENDALL COCKRELL	500.00	432328	
LAW OFFICE OF J SCOTT FREDERICK	500.00	432337	
JAN GIROUARD & ASSOCIATES LLC	200.00	432356	
RISK MANAGEMENT			1,276.37*
OFFICE DEPOT	11.22	432178	
UNITED STATES POSTAL SERVICE	.81	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
COUNTY TREASURER			82.03*
OFFICE DEPOT	328.72	432178	
UNITED STATES POSTAL SERVICE	178.56	432234	
DE LAGE LANDEN PUBLIC FINANCE	331.89	432295	
PRINTING DEPARTMENT			839.17*
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	432295	
FUNCTION 4 LLC	270.00	432369	
PURCHASING DEPARTMENT			1,470.00*
UNITED STATES POSTAL SERVICE	89.69	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
GENERAL SERVICES			159.69*

NAME	AMOUNT	CHECK NO.	TOTAL
CASA	30,000.00	432137	
CASH ADVANCE ACCOUNT	110.00	432163	
OLMSTED-KIRK PAPER	1,695.00	432179	
TRI-CITY COFFEE SERVICE	114.25	432204	
INTERFACE EAP	1,367.55	432214	
TEXAS COFFEE COMPANY	113.66	432221	
VERIZON WIRELESS	303.92	432230	
ROCHESTER ARMORED CAR CO INC	3,775.42	432290	
DYNAMEX INC	200.45	432323	
SPOK INC	3.00	432333	
COLIN'S KITCHEN LLC	76.22	432346	
			37,759.47*
DATA PROCESSING			
SOUTHERN COMPUTER WAREHOUSE	224.40	432128	
OFFICE DEPOT	58.41	432178	
CDW COMPUTER CENTERS, INC.	78.96	432223	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
SPOK INC	12.06	432333	
			443.83*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	239.25	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
			309.25*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	3.29	432234	
DE LAGE LANDEN PUBLIC FINANCE	271.65	432295	
			274.94*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	25.00	432163	
KIRKSEY'S SPRINT PRINTING	25.95	432165	
OFFICE DEPOT	500.64	432178	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	432202	
UNITED STATES POSTAL SERVICE	324.72	432234	
DE LAGE LANDEN PUBLIC FINANCE	480.00	432295	
TRANSUNION RISK AND ALTERNATIVE	132.00	432336	
TEXAS WORKFORCE COMMISSION	1,500.00	432340	
FUNCTION 4 LLC	125.00	432369	
			3,463.31*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	25.95	432165	
UNITED STATES POSTAL SERVICE	258.60	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
			354.55*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	432123	
DAVID W BARLOW	4,375.00	432132	
DONALD W. DUESLER & ASSOC.	8,750.00	432149	
MARSHA NORMAND	8,750.00	432175	
UNITED STATES POSTAL SERVICE	18.92	432234	
DE LAGE LANDEN PUBLIC FINANCE	441.64	432295	
C. HADEN CRIBBS JR., PC	8,750.00	432302	
			39,835.56*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
			70.81*
60TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
			70.00*
136TH DISTRICT COURT			
LEXIS-NEXIS	69.00	432236	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
			139.00*
172ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	13.12 70.00	432234 432295	83.12*
252ND DISTRICT COURT			
GAYLYN COOPER	1,550.00	432121	
DAVID W BARLOW	4,375.00	432132	
THOMAS J. BURBANK PC	900.00	432135	
OFFICE DEPOT	52.99	432178	
MIKE VAN ZANDT	8,750.00	432205	
KEVIN S. LAINE	2,500.00	432215	
UNITED STATES POSTAL SERVICE	264.89	432234	
JOEL WEBB VAZQUEZ	800.00	432250	
KIMBERLY R. BROUSSARD	1,008.80	432277	
ALLEN PARKER	8,750.00	432286	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
			29,021.68*
279TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	.46	432234	
REALTIME REPORTING SERVICES INC.	70.00	432295	
	357.90	432296	
			428.36*
317TH DISTRICT COURT			
TRACEY D. BURK	3,124.95	432136	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
			3,194.95*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	31.70	432234	
	90.00	432295	
			121.70*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
			70.00*
JUSTICE COURT-PCT 2			
TAC - TEXAS ASSN. OF COUNTIES	35.00	432199	
			35.00*
JUSTICE COURT-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	90.00	432295	
			90.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	34.34	432234	
	70.00	432295	
			104.34*
JUSTICE COURT-PCT 7			
PORT ARTHUR NEWS, INC.	139.75	432185	
			139.75*
JUSTICE OF PEACE PCT. 8			
CASH ADVANCE ACCOUNT	379.05	432163	
TEXAS STATE UNIVERSITY SAN MARS	150.00	432196	
UNITED STATES POSTAL SERVICE	287.63	432235	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
			886.68*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	.92	432234	
GERALD EDDINS	245.92	432295	
	125.00	432312	
			371.84*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	250.00	432121	
KEVIN PAULA SEKALY PC	250.00	432190	
UNITED STATES POSTAL SERVICE	2.07	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	

NAME	AMOUNT	CHECK NO.	TOTAL
MATUSKA LAW FIRM	250.00	432326	
JARED GILTHORPE	250.00	432330	
ASHLEY CEDILLO	300.00	432358	
JENNIFER MATTINGLY	250.00	432364	1,622.07*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK PC	637.50	432135	
UNITED STATES POSTAL SERVICE	7.66	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
MATUSKA LAW FIRM	250.00	432326	
SEAN NGUYEN	250.00	432359	1,215.16*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.02	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	72.02*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	38.85	432194	
UNITED STATES POSTAL SERVICE	7.66	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
KARA HAWTHORN	56.17	432298	
TAMMY BOOKER	28.35	432308	
AMANDA TRIM	35.31	432363	236.34*
COMMUNITY SUPERVISION			
M&D SUPPLY	1,610.75	432168	
DE LAGE LANDEN PUBLIC FINANCE	280.00	432295	1,890.75*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	25.68	432141	
COTTON CARGO	243.00	432147	
GT DISTRIBUTORS, INC.	174.66	432156	
CASH ADVANCE ACCOUNT	1,710.12	432163	
OFFICE DEPOT	822.65	432178	
SETZER HARDWARE, INC.	56.03	432191	
AT&T	64.94	432197	
KEESHA GUILLORY	300.00	432218	
UNITED STATES POSTAL SERVICE	2,217.92	432234	
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	432238	
FIVE STAR FEED	474.75	432246	
TWIN CITY VETERINARY CLINIC	580.50	432284	
DE LAGE LANDEN PUBLIC FINANCE	800.00	432295	
SOUR LAKE VETERINARY CLINIC	290.00	432307	
GALLS LLC	1,157.56	432338	
REPUBLIC SERVICES	45.00	432350	
3L PRINTING COMPANY	1,025.00	432355	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	205.00	432357	
FOREMOST PROMOTIONS	521.52	432360	10,780.23*
CRIME LABORATORY			
SIGMA-ALDRICH, INC.	143.89	432117	
HENRY SCHEIN, INC.	140.75	432189	
DE LAGE LANDEN PUBLIC FINANCE	90.00	432295	
ALDINGER COMPANY	613.50	432313	988.14*
JAIL - NO. 2			
COASTAL WELDING SUPPLY	1,761.09	432143	
COBURN'S, BEAUMONT BOWIE (1)	31.57	432144	
W.W. GRAINGER, INC.	748.38	432157	
ENTERGY	39,520.62	432160	
MOORE SUPPLY, INC.	2,237.90	432172	
OFFICE DEPOT	833.52	432178	
PETTY CASH - SHERIFF'S OFFICE	473.00	432181	
RALPH'S INDUSTRIAL ELECTRONICS	81.25	432187	
WHOLESALE ELECTRIC SUPPLY CO.	1,501.75	432210	
MCKESSON MEDICAL-SURGICAL INC	2,752.27	432224	

NAME	AMOUNT	CHECK NO.	TOTAL
SHI GOVERNMENT SOLUTIONS, INC.	241.00	432237	
LOWE'S HOME CENTERS, INC.	1,722.70	432239	
INTERCONTINENTAL JET CORP	422.10	432252	
WORLD FUEL SERVICES	311.20	432285	
FIVE STAR CORRECTIONAL SERVICE	15,077.97	432289	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	432295	
INDEPENDENT STATIONERS	118.53	432297	
A1 FILTER SERVICE COMPANY	737.60	432301	
TROOP INDUSTRIAL	900.00	432306	
CONSTELLATION NEWENERGY - GAS DIVIS	2,880.40	432311	
MATERA PAPER COMPANY INC	261.80	432316	
KROPP HOLDINGS INC	325.61	432321	
ENTERPRISE RENT A CAR COMPANY	71.18	432331	
LONE STAR UNIFORMS	579.46	432347	
REPUBLIC SERVICES	2,090.00	432350	
JUVENILE PROBATION DEPT.			76,960.90*
OFFICE DEPOT	115.90	432178	
CHERYL TARVER	96.30	432213	
UNITED STATES POSTAL SERVICE	8.28	432234	
LATRICIA COLEMAN	149.27	432240	
SHANNA CITIZEN	94.16	432241	
LYNN BIERHALTER	139.10	432261	
SHARON STREETMAN	32.10	432262	
BRIA LYNCH	16.91	432274	
DE LAGE LANDEN PUBLIC FINANCE	140.00	432295	
JOSH CUYOS	312.44	432327	
SPOK INC	48.24	432333	
TANISHA GRIFFIN	338.92	432335	
ROXANA MITCHELL	404.46	432341	
CHRISTAL CHANNELL	279.27	432348	
KAREN RIGGS	121.45	432349	
SUMMER KENNISON	49.76	432366	
MARY HAWKINS	207.05	432373	
JUVENILE DETENTION HOME			2,553.61*
ALL STAR PLUMBING	3,901.71	432126	
EPS	440.00	432150	
OFFICE DEPOT	300.77	432178	
SANITARY SUPPLY, INC.	1,017.44	432188	
AT&T	687.40	432197	
US FLAG & FLAGPOLE SUPPLY	289.00	432212	
FLOWERS FOODS	96.11	432247	
ATTABOY TERMITE & PEST CONTROL	80.00	432282	
DE LAGE LANDEN PUBLIC FINANCE	229.79	432295	
REPUBLIC SERVICES	455.00	432350	
CONSTABLE PCT 1			7,497.22*
COTTON CARGO	76.00	432147	
CASH ADVANCE ACCOUNT	721.95	432163	
TAC - TEXAS ASSN. OF COUNTIES	200.00	432199	
UNITED STATES POSTAL SERVICE	58.44	432234	
DE LAGE LANDEN PUBLIC FINANCE	323.13	432295	
SILSBEE FORD INC	869.64	432324	
GALLS LLC	170.00	432338	
CONSTABLE-PCT 4			2,419.16*
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
CONSTABLE-PCT 6			70.00*
AMERICAN ASSOCIATION OF NOTARIES	23.90	432129	
UNITED STATES POSTAL SERVICE	12.35	432234	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
CONSTABLE PCT. 7			106.25*
KAY ELECTRONICS, INC.	70.00	432164	
CONSTABLE PCT. 8			70.00*

NAME

AMOUNT

CHECK NO.

TOTAL

DE LAGE LANDEN PUBLIC FINANCE	322.93	432295	322.93*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	11,733.32	432131	
FMMS HOLDINGS OF TEXAS LLC	63,150.00	432303	
AGRICULTURE EXTENSION SVC			74,883.32*
OFFICE DEPOT	148.29	432178	
TEXAS A&M - BOOKSTORE	65.99	432217	
TRACTOR SUPPLY CO	8.29	432264	
DE LAGE LANDEN PUBLIC FINANCE	200.00	432295	
HEALTH AND WELFARE NO. 1			422.57*
CITY OF BEAUMONT	21.54	432127	
BROUSSARD'S MORTUARY	1,500.00	432134	
MCKESSON MEDICAL-SURGICAL INC	386.17	432224	
UNITED STATES POSTAL SERVICE	54.17	432234	
TINA CHAMPAGNE	42.80	432273	
DE LAGE LANDEN PUBLIC FINANCE	372.43	432295	
SPOK INC	22.86	432333	
HEALTH AND WELFARE NO. 2			2,399.97*
O.W. COLLINS APARTMENTS	117.63	432145	
MUNRO'S	26.20	432173	
MCKESSON MEDICAL-SURGICAL INC	936.60	432224	
UNITED STATES POSTAL SERVICE	497.03	432235	
DE LAGE LANDEN PUBLIC FINANCE	140.00	432295	
SPOK INC	7.70	432333	
NURSE PRACTITIONER			1,725.16*
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
ENVIRONMENTAL CONTROL			70.00*
DE LAGE LANDEN PUBLIC FINANCE	323.13	432295	
INDIGENT MEDICAL SERVICES			323.13*
OFFICE DEPOT	1,261.37	432178	
CARDINAL HEALTH 110 INC	36,457.49	432319	
MAINTENANCE-BEAUMONT			37,718.86*
CITY OF BEAUMONT - WATER DEPT.	414.66	432138	
CITY OF BEAUMONT - WATER DEPT.	19.78	432139	
COBURN'S, BEAUMONT BOWIE (1)	79.36	432144	
CONSOLIDATED ELECTRICAL DIST, INC.	195.00	432146	
ECOLAB	209.95	432151	
W.W. GRAINGER, INC.	107.12	432157	
M&D SUPPLY	140.17	432168	
RALPH'S INDUSTRIAL ELECTRONICS	1,023.67	432187	
SANITARY SUPPLY, INC.	2,613.94	432188	
ACE IMAGEWEAR	233.13	432192	
AT&T	1,086.87	432197	
REFLECTIONS	54.00	432225	
CENTERPOINT ENERGY RESOURCES CORP	2,039.76	432253	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
WASTEWATER TRANSPORT SERVICES LLC	248.00	432329	
REPUBLIC SERVICES	1,365.00	432350	
AT&T	12,847.94	432353	
CINTAS CORPORATION	33.84	432361	
MAINTENANCE-PORT ARTHUR			22,782.19*
GUARDIAN FORCE	56.00	432120	
COASTAL WELDING SUPPLY	70.77	432143	
FAST SIGNS, INC.	55.62	432155	
SUNBELT RENTALS	400.00	432245	

NAME	AMOUNT	CHECK NO.	TOTAL
GULF COAST ELECTRIC CO., INC.	225.00	432272	
ALLIED ELECTRICAL SYSTEMS & SOLUTIONS	125.00	432279	
DE LAGE LANDEN PUBLIC FINANCE	140.00	432295	
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	432322	
SUPPLYWORKS	2,457.43	432339	
MAINTENANCE-MID COUNTY			6,279.10*
CITY OF NEDERLAND	57.89	432141	
ENTERGY	454.11	432160	
NOACK LOCKSMITH	12.00	432174	
RITTER @ HOME	35.97	432186	
ACE IMAGEWEAR	61.48	432192	
AT&T	696.38	432197	
BUBBA'S AIR CONDITIONING	120.00	432211	
HIGHTECH SIGNS	32.50	432266	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
REPUBLIC SERVICES	109.00	432350	
SERVICE CENTER			1,649.33*
J.K. CHEVROLET CO.	48.56	432161	
M&D SUPPLY	3.39	432168	
MUNRO'S	39.70	432173	
PHILPOTT MOTORS, INC.	517.56	432182	
RITTER @ HOME	92.42	432186	
TATE & CO., INC.	4,385.58	432201	
VIN'S PAINT & BODY, INC.	9,149.81	432216	
JEFFERSON CTY. TAX OFFICE	7.50	432227	
JEFFERSON CTY. TAX OFFICE	7.50	432228	
JEFFERSON CTY. TAX OFFICE	7.50	432229	
LOWE'S HOME CENTERS, INC.	450.77	432239	
PETROLEUM SOLUTIONS, INC.	746.36	432249	
K.A.P.E. ENTERPRISES	209.54	432257	
AIRPORT GULF TOWING LLC	95.00	432259	
AMERICAN TIRE DISTRIBUTORS	3,961.24	432278	
LIBERTY TIRE RECYCLING LLC	121.97	432281	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
MIGHTY OF SOUTHEAST TEXAS	823.40	432299	
ACTION OVERHEAD DOOR	1,326.50	432310	
REPUBLIC SERVICES	72.60	432350	
DENNIS LOWE	284.10	432362	
MIDNIGHT AUTO	79.95	432367	
VETERANS SERVICE			22,500.95*
UNITED STATES POSTAL SERVICE	2.42	432234	
UNITED STATES POSTAL SERVICE	1.40	432235	
HILARY GUEST	113.33	432242	
DE LAGE LANDEN PUBLIC FINANCE	240.00	432295	
MOSQUITO CONTROL FUND			357.15*
HILO / O'REILLY AUTO PARTS	29.94	432119	
SUPERIOR TIRE & SERVICE	27.19	432125	
BEAUMONT FRAME & FRONT END	158.00	432133	
CITY OF NEDERLAND	29.15	432141	
CLARKE MOSQUITO CONTROL	41,829.00	432142	
EASTEX RUBBER & GASKET	17.79	432152	
MUNRO'S	82.20	432173	
OFFICE DEPOT	26.57	432178	
PHILPOTT MOTORS, INC.	678.53	432182	
AT&T	31.15	432197	
FASTENAL	70.07	432222	
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
REPUBLIC SERVICES	72.60	432350	
TEXAS DEPARTMENT OF AGRICULTURE	300.00	432352	
BREATH ALCOHOL TESTING			43,422.19**
ALDINGER COMPANY	286.50	432313	
FAMILY GROUP CONFERENCING			286.50**

NAME

AMOUNT

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TOTAL

DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	70.00**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	280.65	432238	280.65**
SECURITY FEE FUND			
COTTON CARGO	116.25	432147	
DAVID KELLY	110.42	432332	226.67**
LAW LIBRARY FUND			
DE LAGE LANDEN PUBLIC FINANCE	70.00	432295	
THOMSON REUTERS-WEST	2,066.74	432317	2,136.74**
EMPG GRANT			
SOUTHEAST TEXAS WATER	9.95	432194	9.95**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	250.70	432163	
OMNICARE SAN ANTONIO	7.10	432267	
SPOK INC	19.76	432333	277.56**
279 JUVENILE DRUG COURT			
IEA - INSPIRE, ENCOURAGE, ACHIEVE	7,141.74	432232	
COMMUNITY SUPERVISION FND			7,141.74**
MARK M ASTERIS JR.	160.92	432130	
OFFICE DEPOT	1,011.71	432178	
TIME WARNER COMMUNICATIONS	84.60	432200	
UNITED STATES POSTAL SERVICE	85.22	432234	
UNITED STATES POSTAL SERVICE	245.16	432235	
JCCSC	463.00	432291	
TEXAS A&M UNIVERSITY - COMMERCE	950.00	432343	3,000.61**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	1,506.46	432138	
JEFFERSON CTY. WOMEN'S CENTER	10.49	432162	
MARKET BASKET	272.32	432169	
KIM MCKINNEY, LPC, LMFT	150.00	432170	
SYSKO FOOD SERVICES, INC.	1,204.93	432198	
WASTE MGT. GOLDEN TRIANGLE, INC.	84.50	432207	
TEXAS FIRE & COMMUNICATIONS	98.35	432226	
BEN E KEITH FOODS	1,259.38	432248	
CENTERPOINT ENERGY RESOURCES CORP	346.81	432253	
ATTABOY TERMITES & PEST CONTROL	50.00	432282	
DE LAGE LANDEN PUBLIC FINANCE	140.00	432295	
MATERA PAPER COMPANY INC	209.72	432316	
SPOK INC	16.41	432333	
REPUBLIC SERVICES	91.00	432350	
CINTAS CORPORATION	69.93	432361	5,510.30**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	90.00	432295	90.00**
DRUG DIVERSION PROGRAM			
OFFICE DEPOT	147.31	432178	
DE LAGE LANDEN PUBLIC FINANCE	80.00	432295	227.31**
CRIME VICTIMS CLEARING.			
KIMBERLY PHELAN, P.C.	500.00	432258	500.00**
COUNTY CLERK - RECORD MGT			

NAME	AMOUNT	CHECK NO.	TOTAL
SHI GOVERNMENT SOLUTIONS, INC.	10,558.00	432237	10,558.00**
COUNTY RECORDS MANAGEMENT			
PCM-G	197.10	432280	197.10**
CJD SHERIFF GRANTS			
MOTOROLA SOLUTIONS INC	36,333.00	432219	36,333.00**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	127.14	432138	
GRAYBAR ELECTRIC COMPANY, INC.	312,770.00	432158	
CASH ADVANCE ACCOUNT	39.00	432163	
M&D SUPPLY	103.71	432168	
MUNRO'S	81.85	432173	
AT&T	178.88	432197	
TRI-CITY COFFEE SERVICE	76.10	432204	
UNITED STATES POSTAL SERVICE	10.95	432234	
JESSIE DAVIS	55.64	432271	
DAKTRONICS	89,500.00	432275	
DE LAGE LANDEN PUBLIC FINANCE	315.00	432295	
REPUBLIC SERVICES	72.60	432350	
DISTRICT CLK RECORDS MGMT			403,330.87**
DE LAGE LANDEN PUBLIC FINANCE	140.00	432295	140.00**
CAPITAL PROJECTS FUND			
ALLCO, INC.	249,784.45	432231	
LJA ENGINEERING INC	1,655.00	432304	251,439.45**
AIRPORT FUND			
CITY OF NEDERLAND	410.05	432141	
COASTAL WELDING SUPPLY	256.23	432143	
W.W. GRAINGER, INC.	112.80	432157	
DISH NETWORK	98.01	432268	
BLUE GLOBES	5,970.00	432270	
ROBERT'S TEXACO XPRESS LUBE	7.00	432276	
PCM-G	295.20	432280	
UNIFIRST HOLDINGS INC	133.63	432283	
DRAGO SUPPLY	92.42	432287	
DE LAGE LANDEN PUBLIC FINANCE	140.00	432295	
SPANKY'S WRECKER SERVICE INC	375.00	432305	
CRAWFORD ELECTRIC SUPPLY COMPANY	157.49	432309	
COASTAL BUSINESS FORMS	632.54	432315	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	6.44	432325	
EASTERN AVIATION FUELS INC	14,574.27	432334	
MARTIN MARIEETA MATERIALS	600.00	432342	
REPUBLIC SERVICES	217.80	432350	
AIRPORT IMPROVE. GRANTS			24,078.88**
GARVER LLC	20,014.75	432288	20,014.75**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	22,218.60	432256	
RELIANCE STANDARD LIFE INSURANCE	5,634.95	432260	27,853.55**
SETEC FUND			
CURTIS 1000, INC.	217.15	432148	
REPUBLIC SERVICES	1,177.80	432350	1,394.95**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	10,577.24	432254	10,577.24**
SHERIFF'S FORFEITURE FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
KRISTY'S KORNER	200.00	432166	
DFW INSTRUMENT	1,001.46	432371	
AKV INC	3,666.20	432372	
PAYROLL FUND			4,867.66**
JEFFERSON CTY. - FLEXIBLE SPENDING	13,600.25	432089	
CLEAT	288.00	432090	
JEFFERSON CTY. TREASURER	17,104.45	432091	
RON STADTMUELLER - CHAPTER 13	530.00	432092	
INTERNAL REVENUE SERVICE	475.00	432093	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,560.00	432094	
JEFFERSON CTY. COMMUNITY SUP.	9,584.67	432095	
JEFFERSON CTY. TREASURER - HEALTH	457,510.24	432096	
JEFFERSON CTY. TREASURER - PAYROLL	1,616,489.05	432097	
JEFFERSON CTY. TREASURER - PAYROLL	634,883.30	432098	
MONY LIFE INSURANCE OF AMERICA	126.84	432099	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,000.98	432100	
TGSLC	559.91	432101	
UNITED WAY OF BEAUMONT & N JEFFERSON	18.00	432102	
JEFFERSON CTY. TREASURER - TCDRS	600,278.39	432103	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,581.65	432104	
JEFFERSON COUNTY TREASURER	2,625.29	432105	
JEFFERSON COUNTY - TREASURER -	6,822.98	432106	
NECHES FEDERAL CREDIT UNION	52,167.61	432107	
JEFFERSON COUNTY - NATIONWIDE	51,680.26	432108	
TENNESSEE CHILD SUPPORT	115.38	432109	
SBA - U S DEPARTMENT OF TREASURY	168.49	432110	
U S DEPARTMENT OF TREASURY	242.83	432111	
WILLIAM E HEITKAMP	755.01	432112	
JOHN TALTON	1,872.31	432113	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	432114	
BELINDA M ZURITA	230.77	432115	
UNITED STATES TREASURY	2,446.30	432116	
MARINE DIVISION			3,479,767.81**
JOHNSTONE SUPPLY	5.44	432124	
KING SCHOOLS INC	1,031.90	432255	
			1,037.34**
			4,771,922.71***



April 5, 2017

Carolyn Guidry
 Jefferson County Clerk
 1001 Pearl Street
 Beaumont, TX 77704

Re: Sole Source Statement

Dear Ms. Guidry:

On behalf of Manatron, Inc. – a Thomson Reuters Business (Thomson Reuters Tax & Accounting, Government or TRTA Gov), I wish to thank Jefferson County for its continuing use of TRTA Gov's suite of records management software and services.

TRTA Gov's suite of records management and imaging software is currently deployed in the Jefferson County Clerk's office. Included within this suite are specific modules for:

- Land Records
- Internal & Internet Public Access
- Assumed Names
- Courts Imaging
- eRecording
- Marriage Licenses
- Commissioners Court Minutes
- Birth & Death Vital Records
- Advanced Backfile

Included as part of this implementation are specialized hosting services for eRecording submissions, eCommerce Interenet Public Access, transactional replication of the local production server and disaster recovery services.

TRTA Gov utilizes a proprietary integration program to tightly integrate workflow processing within a common user interface. Support of these integrated components is available only through TRTA Gov to Jefferson County on a sole source basis. Enhancement and augmentation to the core software or its integration components may only be obtained from TRTA Gov on a sole source basis. TRTA Gov does not support authorized distributor or dealership programs, and supports the end users of its product directly.

TRTA Gov has proposed specific services to migrate the licensed software to a new production server and a multi-year renewal for support services and hosting. Under TRTA Gov's License and Support Agreement, Jefferson County will continue to be entitled to on-going software enhancements to the most current software version and protection of its investment.

If there are any questions, I can be reached at 972.839.7415 or by email at john.rickerby@thomsonreuters.com.

Sincerely,

John Rickerby
 Thomson Reuters Tax & Accounting, Government

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered TX2012.004.02 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. – A THOMSON REUTERS BUSINESS 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")	JEFFERSON COUNTY, TEXAS 1001 Pearl Street Beaumont, Texas 77704 ("Customer")
Attention: Mary T. Ammar, Senior Contract Administrator Telephone No.: (269) 388-2604 Fax No.: (269) 567-2930 E-mail Address: mary.ammarr@tr.com	Attention: Carolyn Guidry, County Clerk Telephone No.: (409) 835-8475 Fax No.: E-mail Address: guidry@co.jefferson.tx.us

The parties have executed these Schedules as of the dates set forth below their respective signatures.

TRTA GOV

By: _____
(Signature)

Printed/Typed Name: _____

Its: _____
(Title)

Date: _____

Witnessed: _____
(Signature)

By: _____
(Printed/Typed Name)

JEFFERSON COUNTY, TEXAS

By: _____
(Signature)

Its: County Judge
(Title)

Date: 4/10/17

By: _____
(Signature)

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: Carolyn L. Guidry
(Signature)

Date: 4/10/17

SIGNATURE PAGE



Date: April 4, 2017

HARDWARE SCHEDULE FOR JEFFERSON COUNTY, TEXAS

Schedule No. TX2012.004.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

HARDWARE				
Hardware Description	Quantity	Unit Price	Total Price	Warranty
Dell PowerEdge R730 Server with 5-year, 7x24 4-hour Mission Critical warranty	1	\$ 16,643.00	\$ 16,643.00	Manufacturer's Warranty Only
Total Hardware Fees:			\$ 16,643.00	

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

ALL HARDWARE SUPPORT CALLS SHOULD BE DIRECTED TO THE HARDWARE MANUFACTURER. NO HARDWARE SUPPORT OR TIER-ONE DIAGNOSTICS WILL BE PROVIDED BY TRTA GOV. CUSTOMER MAY BE REQUIRED BY THE HARDWARE MANUFACTURER TO PROVIDE ONSITE ASSISTANCE VIA TELEPHONE FOR HARDWARE WARRANTY ISSUES.

TERM OF HARDWARE SCHEDULE: This Schedule shall expire upon the latter of (1) the receipt of and payment for the Hardware specified above, or (2) the expiration of any applicable Hardware warranty.

Date: April 4, 2017

THIRD-PARTY SOFTWARE SCHEDULE FOR JEFFERSON COUNTY, TEXAS

Schedule No. TX2012.004.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

THIRD-PARTY SOFTWARE					
Software Description	Item	Quantity	Unit Price	Total Price	Notes
LeadTools Document Imaging License with Read and Write PDF Plug-Ins	Upgrade	26	No charge	-	
LeadTools Plus OCR Workstation License with Read and Write PDF Plug-Ins	Upgrade	8	No charge	-	
LeadTools Plus OCR Workstation License with Read and Write PDF Plug-Ins	New	8	\$ 350.00	\$ 2,800.00	
Captiva Pix Tools	Upgrade	8	No charge	-	
Captiva Pix Tools	New	8	\$ 189.00	\$ 1,512.00	
Total Third-Party Software Fees:				\$ 4,312.00	

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees specified in this Schedule.

Date: April 4, 2017

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR JEFFERSON COUNTY, TEXAS

Schedule No. TX2012.004.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Quantity	Annual Price for 6/1/17 - 5/31/18	Notes
Aumentum Recorder Base System, including Automated Redaction, Custom Documents, Assumed Names, Marriage Licenses, Online Marriage Applications, Vitals for Birth and Death, Commissioners' Court Minutes, and Court Imaging with interface to County Case Management System	1	\$ 80,503.40	
Aumentum eRecording Software	1		
Aumentum Recorder Public Access with eCommerce	1		
LeadTools Document Imaging License with Read and Write PDF Plug-Ins	26		
LeadTools Plus OCR Workstation License with Read and Write PDF Plug-Ins	16	N/A	Manufacturer Warranty Only
Captiva Pix Tools	16		
Total Maintenance & Support Services Fees		\$ 80,503.40	

ALL HARDWARE SUPPORT CALLS SHOULD BE DIRECTED TO THE HARDWARE MANUFACTURER. NO HARDWARE SUPPORT OR TIER-ONE DIAGNOSTICS WILL BE PROVIDED BY MANATRON. CUSTOMER MAY BE REQUIRED BY THE HARDWARE MANUFACTURER TO PROVIDE ONSITE ASSISTANCE VIA TELEPHONE FOR HARDWARE WARRANTY ISSUES.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services under these Schedules shall commence on June 1, 2017 and shall continue for an initial period of thirty-six (36) months. An option has been provided for two (2) additional twelve-month terms. Each optional term will start automatically unless either party provides the other party with written notice of intention to decline at least 60 days prior to the end of the then-current term. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears in addition to the then-current annual support fees.

Date: April 4, 2017

PROFESSIONAL SERVICES SCHEDULE FOR JEFFERSON COUNTY, TEXAS

Schedule No. TX2012.004.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
General Description of Services	Quantity	Unit Price	One-Time Fees	Annual Fees	Estimated Completion Date	
Project Management	As detailed in Statement of Work TX2012.004.02SOW	\$ 21,119.00	\$ 21,119.00	N/A	TBD	
Consulting - General						
Development - Project						
DBA						
Tech Services						
Travel Expenses						
Enhanced Service Level - SLA 2			N/A	\$ 9,000.00		
Total Professional Services Fees:			\$ 21,119.00	\$ 9,000.00		

CONSULTATION/TRAINING SERVICES				
Description	Model Number	Days/Quantity	Total Price	Office
Total Consultation/Training Services Fees:			N/A	

All Professional and Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional and Consultation/Training Services fees are due and payable after TRTA Gov performs such services in accordance with TRTA Gov's invoice(s) that shall be sent to the Customer. All travel-related expenses associated with TRTA Gov's Professional and Consultation/Training Services are included above.

ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: TRTA Gov shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with TRTA Gov's additional Professional and Consultation/Training Services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) TRTA Gov recommends one (1) person per PC / terminal; and
- (6) Class size should not exceed twelve (12) trainees.

Date: April 4, 2017

SUMMARY SCHEDULE FOR JEFFERSON COUNTY, TEXAS

Schedule No. TX2012.004.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. TX2012.004 between TRTA Gov and the undersigned Customer (the "Agreement").

ONE-TIME FEES		
Description	Price	
HARDWARE	\$	16,643.00
THIRD-PARTY SOFTWARE	\$	4,312.00
PROFESSIONAL SERVICES	\$	21,119.00
Total One-Time Fees - Plus Freight:	\$	42,074.00

Payment Terms for One-Time Fees: Billing milestones are shown in Statement of Work TX2012.004.02SOW. All invoices are due within 30 days of receipt.

Taxes: The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides TRTA Gov with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by TRTA Gov, excluding any taxes based upon TRTA Gov's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, TRTA Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TRTA Gov for such tax liability within thirty (30) days of receiving written notice of such tax liability from TRTA Gov.

ONGOING FEES		
Description	Annual Price	
SOFTWARE SUPPORT SERVICES:		
Year 1	\$	80,503.40
Year 2	\$	83,188.50
Year 3	\$	85,954.16
Year 4	\$	88,802.78
Year 5	\$	91,736.86
ENHANCED SERVICE LEVEL - SLA 2 (Years 1 - 5)	\$	9,000.00

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 8.2 of the Master Agreement. All invoices are due within 30 days of receipt. Years 4 and 5 of Software Support Services and Enhanced Service Level - SLA 2 are optional.

Date: April 4, 2017

STATEMENT OF WORK TX2012.004.02SOW

JEFFERSON COUNTY, TEXAS

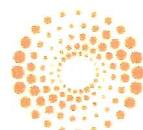
SUPPORT RENEWAL & SERVER TECH REFRESH

Version 1.3

April 5, 2017

Prepared by: John Rickerby

Manatron, Inc. – A Thomson Reuters Business



Document submitted by TRTA Gov, Inc. – A Thomson Reuters Business

Thomson Reuters, Tax & Accounting – Government
Records Management Division
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PROJECT SUMMARY

Project:	Jefferson County, Texas Server Technology Refresh
Project Site:	Jefferson County Clerk 1001 Pearl Street Beaumont, Texas 77704
County Contact(s):	Carolyn Guidry, County Clerk (409) 835-8475 guidry@co.jefferson.tx.us
Target Date of Implementation:	Detailed schedule with agreed-upon dates to be delivered in the Project Execution Plan during the planning phase.
Scope:	On-Site Support; Hardware Configuration, Testing, and Migration Support.
Technology:	<p>Hardware - TRTA Gov will provide the server hardware and third-party software as listed in this SOW.</p> <p>Software (see following table for software licenses included) - There will be no change to Aumentum Recorder software. Existing Aumentum Recorder configuration and data will be migrated to new hardware. The software deliverables from TRTA Gov are listed in the Schedules and/or Statement of Work. Deliverables outside the current functionality of the standard Aumentum Recorder suite may be subject additional charges. Any changes or additions to these deliverables will need to adhere to TRTA Gov's Change Management Process.</p>

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. – a Thomson Reuters Business (“Thomson Reuters Tax & Accounting, Government” or “TRTA Gov”) and Jefferson County, Texas (the “County”).

PROJECT OVERVIEW

This Statement of Work ("SOW") defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

SOFTWARE

The server will be set up with the existing Aumentum Recorder software. Specific new third-party software will be added to bring the configuration up to current standards.

Item	Description	Number of Users	Comments
Aumentum Recorder Application Software – Current Version	Modules include Aumentum Recorder base system, including Automated Redaction, Custom Documents, Assumed Names, Marriage Licenses, Online Marriage Applications, Vitals for Birth and Death, Commissioners' Court Minutes, and Court Imaging with interface to County Case Management system.	Site license (unlimited users)	Migration of current version to new server
Aumentum eRecording Software	Filer and Image Quality Assurance (IQA) components for electronic submission of documents.	Site license (unlimited users)	Hosted module. No change.
Aumentum Recorder Public Access with eCommerce	Web-based search and retrieval for internal and Internet users; upgrade for internal Public Access stations.	Site license (unlimited users)	Hosted module. No change.
Lead Tools Document Imaging License with Read and Write PDF Plug-Ins	Image manipulation software.	26 user licenses	No-charge license upgrade for existing non-public Aumentum Recorder workstations.
Lead Tools Plus OCR Workstation License with Read and Write PDF Plug-Ins	OCR and image manipulation software.	16 user licenses	No-charge license upgrade for 8 existing scan stations with Automated Redaction; 8 new licenses.
Captiva Pix Tools License	Scanning workstation software.	16 user licenses	No-charge license upgrade for 8 existing scan stations; 8 new licenses.
ViewOne Java Viewer	Image viewer software for Public Access.	2 existing licenses	No longer required. Will not migrate.
Print Accelerator License	Enhanced printing functions for Public Access.	2 existing licenses	No longer required. Will not migrate.
Microsoft SQL Server 2016 Two-Core License	Standard edition.	4 licenses	County will purchase.
Microsoft Windows Server 2016	License that allows setting at 2012 version	License for 2 four-core processors	County will purchase
SSL Certificate	128 SSL certificate for eCommerce.	N/A	Will use existing SSL certificate.

RECOMMENDED HARDWARE

TRTA Gov will provide server hardware, software, and infrastructure required for the County's Aumentum Recorder configuration. There will be no change to the internet Public Access and eRecording web server hosted by TRTA Gov. The current tape back-up unit installed earlier in 2017 will be retained. Peripheral hardware will be retained utilizing existing network infrastructure. New scanners purchased by the County will be configured to new workstations as part of this project. The County will be responsible for providing any recommended changes to the network and bandwidth. Upon Go-Live of this project, the County will be able to retire the current Aumentum Recorder server.

Item	Description	Quantity	Comments
Dell PowerEdge R730	County application/database/image server for Aumentum Recorder	1	5-year, 4-hour, 7x24 onsite Pro Support warranty. TRTA Gov will purchase. County will purchase MS Windows Server 2016 license.
Fujitsu fi-7160	Desktop scanner	8	County will purchase.
Dell Optiplex 7040 SF	PC workstation	52	42 user workstations plus 10 public. County will purchase.
Zebra GC 420T	USB label printer	10	County will purchase.
Ithaca POSjet 1500	Receipt printer	1	County will purchase.
APG 100 Series	Cash drawer	2	County will purchase.

IMPLEMENTATION SERVICES

The following services will be provided for this project:

Description	Comments
Project Management Services	Manages overall project schedule, directs all TRTA Gov resources, and acts as escalation point for project.
Software Migration, Configuration, and Quality Assurance.	Provided by development. Quoted price assumes migration of current Aumentum Recorder configuration.
Data Conversion	Includes conversion of existing Aumentum Recorder index and images database.
On-Site Support – two weekends including Go-Live	On-site technical services assistance, troubleshooting, and support.

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this project is to provide a server refresh, migrate the existing Aumentum Recorder software to the new server, and enable all new workstations, existing peripherals and new scanners to operate with the new server. This Statement of Work describes the project that TRTA Gov is responsible for implementing. Upon contract signing, a subsequent Project Execution Plan will be jointly created by the TRTA Gov and County project managers. The Project Execution Plan will detail how the project will be managed, including detailed communication, risk, and scheduling plans.

The project will be administered in the following phases:

- Project planning—commences upon contract signing;
- Kick-off;
- Conversion of index data and images to new server;
- Hardware server set-up and configuration (over two on-site visits);
- County review of converted data;
- Go-Live of Aumentum Recorder; and
- On-site support.

SCOPE STATEMENT

This project is responsible for the migration of Aumentum Recorder solution, installation on the new server, and on-site support. Specifically, this project entails:

- Configuration of local County workstations and peripheral hardware;
- Configuration of server hardware and synchronization with replication and web server at TRTA Gov data center;
- Migration of Aumentum Recorder software suite, including third-party software;
- Configuration of County case management interface for new server;
- Conversion of County data; and
- On-site support within the terms of the agreement.

ASSUMPTIONS AND CONSTRAINTS

1. Any issues concerning outstanding functionality will be resolved prior to beginning this project or will be addressed through the Change Management Process (as defined later in this document). The Aumentum Recorder software will be migrated and accepted "as is."
2. **The County requests completion of this project before the end of warranty for their current server in June, 2017.**
3. This project includes two on-site trips. On the first trip, TRTA Gov Tech Services will configure the new server and load the Windows Server 2016 license configured to 2012. The County will install the server in the rack prior to visit. The server will be ordered by TRTA Gov and installed as soon as possible to allow the County to test new workstations with the server. TRTA Gov will provide remote support to County IT for workstation testing. The second trip will start Friday of Go-Live weekend. To prepare for Go-Live, this trip will include switching to the new server, assisting with configuration of the scan station with peripherals, user support/process review, and specific changes to change Windows print drivers and configure workflow for up-front scanning. The project manager will provide a detailed project plan.
4. The County's current Internet Public Access with eCommerce and eRecording are hosted from the TRTA Gov data center, and the Aumentum Recorder server is replicated to the same data center. The same configuration will be configured to work with the new server.
5. High-speed remote access to application and database server(s) must be provided to the TRTA Gov project team members at agreed-upon times for conversion, development, testing, and installation. The date and times of the required access will be scheduled between TRTA Gov and the County in advance by the respective project managers.
6. TRTA Gov will convert record and image data from Aumentum Recorder "as is." The County shall review the converted data. The County's sole remedy and TRTA Gov's sole obligation for conversion shall be to correct any errors caused by conversion of the data by TRTA Gov, as detected by the County. TRTA Gov shall not be obligated to correct errors inherent in the data provided to TRTA Gov. Data cleansing is not included in the scope of this project.
7. The County is in the middle of a backfile conversion project managed by TRTA Gov. Index and image conversion will need to migrate and test the conversion instance as part of this project to confirm all data has been migrated and remains accessible by the County and the conversion team.
8. All documentation provided by TRTA Gov is provided "as-is."

9. TRTA Gov recommends running 100mbps Ethernet connections to the desktop.
10. Data and images housed in the Aumentum Recorder system are of a non-proprietary nature. All data will be housed in a standard SQL database structure, and images will continue to be stored as Group 4 TIFF's. All data and images hosted in the data center are the property of the County.
11. Future technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

DEFINITION OF SEVERITY LEVELS

Severity levels are defined in Master Agreement TX2012.004.

PROJECT STAKEHOLDERS

Name	Role	Contact Information	Responsibility
Carolyn Guidry, County Clerk	County Sponsor	409-835-8475 guidry@co.jefferson.tx.us	Accepts deliverables; approves change.
Jim Reynen	TRTA Gov Sponsor	972-439-0249 x7489 jim.reynen@thomsonreuters.com	Point of escalation; approves change.
Theresa Goodness, Chief Deputy	County Project Manager	409-835-8480 thegood@co.jefferson.tx.us	Monitors schedule and deliverables; coordinates County responsibilities.
Chance Campbell	TRTA Gov Project Manager	512-287-7404 chance.campbell@thomsonreuters.com	Monitors schedule and deliverables; coordinates TRTA Gov responsibilities.
TBD	TRTA Gov System Engineer(s)		Consultation and/or configuration of servers, workstations, and peripherals.
TBD	TRTA Gov Development Lead		Testing and installation of software; conversion.

IMPLEMENTATION DELIVERABLES

Deliverables refer to what a project is to produce. With this project, the deliverables fall into several categories: hardware deliverables, software deliverables, TRTA Gov application software deliverables, data/image conversion deliverables, documentation deliverables, and project management deliverables.

Hardware and Software Deliverables

Any hardware and software deliverables are listed at the beginning of this document. The County will confirm with TRTA Gov all peripheral hardware in the existing configuration that will need to be utilized in the new configuration. TRTA Gov will confirm with the County that any existing devices to be used in the new configuration meet minimum specifications and will function properly.

TRTA Gov Application Software Deliverables

The specific software deliverables from TRTA Gov are listed in this Statement of Work. Deliverables outside the current functionality of the standard Aumentum Recorder suite or this Statement of Work may be subject to additional development and configuration. Both TRTA Gov and the County will mutually agree upon these deliverables, adhering to the Change Management Process.

Data/Image Conversion Deliverables

TRTA Gov recommends that all historical index data be converted prior to going "live" with the new system. Generally, TRTA Gov processes the data in two phases. Historical data up to a defined cut-off point will be converted by TRTA Gov early in the project for the County to review. The weekend prior to "Live Day" (which will fall on a Monday), TRTA Gov staff will process the data that was collected during the interim period between the beginning of the project and the "Live Day" weekend. TRTA Gov will ensure that all index data and image data will be available to the County on the scheduled live date.

Documentation Deliverables

Standard project documentation will be delivered on a CD-ROM disc by the end of on-site support phase. Items include documentation materials, such as system administration user, and technical reference manuals from third-party vendors.

Project Management Deliverables

A detailed project plan and schedule will specify how the project will be managed. It will include detailed communication plans, roles and responsibilities, risk mitigation plans, and the change management process, including information on:

- Meeting minutes and status reports;
- Change requests;
- Risk management;
- Issue tracking.

COUNTY RESPONSIBILITIES

The County shall cooperate with TRTA Gov and promptly perform the County's responsibilities to assist TRTA Gov in its migration of the Aumentum Recorder solution, including, but not limited to, those responsibilities set forth below.

Site Preparation and Maintenance

The County shall:

- Prepare the installation site to facilitate integration of systems to be interfaced to the Aumentum Recorder solution in accordance with instructions provided by TRTA Gov;
- Determine that the migration of Aumentum Recorder and new server system meets requirements; and
- Provide access to the building during on-site activities.

The County is also responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware, and the protection of wiring from any damage. This includes environments for testing, training, and production support.

County Project Manager

The County shall appoint a project manager with sufficient time and technical expertise to ensure the timely achievement of the timeline and with sufficient authority to sign the acceptance criteria. Any delays caused by delays in appointing a project manager will extend TRTA Gov's delivery and installation deadlines. The project manager will have authority to act for the County and make decisions regarding the day-to-day operations, provide information and materials to TRTA Gov, provide access to the County's staff to answer questions, coordinate the County's activities and responsibilities for the project, and communicate with TRTA Gov concerning the County's performance. The County may change their project manager upon prior written notice to TRTA Gov.

Non-TRTA Gov Hardware and Non-TRTA Gov Software Acquisition

The County shall acquire all necessary hardware, third-party software for the server (i.e., SQL server, SSL certificates, etc.), and any other necessary third-party software not specified in this SOW directly from a hardware manufacturer, vendor, or other supplier within the time frames required by the project timeline.

Conversion Data

TRTA Gov will convert all index and image data “as-is”. No data cleansing or any other data clean-up has been proposed. The County shall be responsible for performing data cleansing, if needed. TRTA Gov will analyze extracted data and provide data cleansing reports to assist County’s data cleansing efforts (efforts that will need to be coordinated prior to or held until after Go-Live on the new system). The County will notify TRTA Gov when the data is ready for conversion, and TRTA Gov will convert the data to the new server. At the completion of each conversion phase, the County shall approve the conversion acceptance criteria based upon the verification of the samples. Any delays in deliverables from the County to TRTA Gov could result in extending TRTA Gov’s delivery and installation deadlines.

On-Site Office Visits

Access to the County’s facilities must be available to the TRTA Gov project team members for the duration of any on-site visits. The date and times of the required access will be scheduled between TRTA Gov and County project managers in advance of the visits. The County shall make office space available for TRTA Gov personnel while on site (a minimum of one [1] desk, one [1] telephone, and electrical outlets), and provide Internet access for remote connection.

Access

The County will provide a secure connection for remote access to facilitate TRTA Gov’s support of the system. This can be accomplished via VPN connection for TRTA Gov personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

Cooperation

The County shall provide space or move furnishings as required to facilitate various stages of TRTA Gov Aumentum Recorder solution installation.

LAN

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

Network Administration and Operating System Security

The County shall provide trained personnel to administer its network and manage its domain, including security access.

PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PROCEDURES

COMMUNICATIONS PLAN

In order to keep the County and TRTA Gov project managers and the project team informed on the progress of the project, a Communications Plan will be created for the Project Execution Plan. The Communications Plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

PROJECT STATUS MEETINGS

The County and TRTA Gov project managers will meet regularly to update the project’s progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

LOCATION OF PROJECT DOCUMENTS, DELIVERABLES, AND FILES

Soft copies of project documents, deliverables, status reports, meeting notes, etc., will be kept by the TRTA Gov project manager electronically and are available upon request.

ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

Issue-Tracking Strategy

Issues may be identified by any project team member and escalated to the County and TRTA Gov project managers for review.

- All issues will be logged, tracked and maintained by the TRTA Gov project manager.
- The Issues Log (using TRTA Gov's tracking system) will be made available to each stakeholder upon request.
- Project sponsors will be notified of any issues with potential risk to project scope, schedule, or cost.

Issue Response and Resolution

The TRTA Gov and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

CHANGE MANAGEMENT PROCESS

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

A "Change of Scope" is defined as a change to any of the following:

- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the TRTA Gov application software that deviates from the mutually agreed-upon final software requirements; or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in TRTA Gov's Change Management System. The County or TRTA Gov can initiate these change requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

TRTA Gov shall evaluate the effect of the change set forth in the change request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of TRTA Gov's evaluation shall be added to and become part of the change request. If TRTA Gov's evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If TRTA Gov's evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the County to determine mutual interest in pursuing the change request. The County may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

RISK CONTINGENCY OUTLINE

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, the impact to the project can be minimized if one of these issues occurs.

Outlined Risks

The project plan will provide a description of the potential risks ("Risk Register") associated with this project, as well as suggested mitigation. A Risk Register is developed as a result of the findings completed in the planning phase. The TRTA Gov project manager will work with the County project manager to detail specific known risks as a deliverable during the analysis phase. Risks may include those pertaining to environment, resources, and performance, among others. Execution of the suggested mitigation would require approval by the County project manager and the TRTA Gov project manager, and may increase the price of the project and/or require added time.

PRICE

ONE-TIME FEES

Third-Party Software:		
• LeadTools Document Imaging Licenses with Read and Write PDF Plug-Ins (for 26 workstations)		No charge
• LeadTools OCR Workstation Licenses with Read and Write Plug-Ins (upgrade 8 existing scan stations and new licenses for 8 new scan stations)		\$2,800.00
• Captiva Pix Tools (upgrade 8 existing scan stations and new licenses for 8 new scan stations)		\$1,512.00
Third-Party Software Total		\$4,312.00
Technical Services:		
• Project Management and Consulting		
• Development and DBA Services		
• Technical Services (including coordination with hosting)		
• Travel expenses included		
• Project completion requested before expiration of current server warranty in June, 2017		\$21,119.00
Hardware:		
• Dell PowerEdge R730 Server with 5-year, 7x24 4-hour Mission Critical warranty		
• TRTA Gov will purchase and install the new server hardware and will assist with configuring workstations and peripherals. The County will purchase and prep all other hardware.		
• The County will provide required Windows SQL Server 2016 and Windows Server 2016 licenses.		
• The County will be responsible for any changes to the network and for providing bandwidth.		\$16,643.00

ANNUAL SUPPORT FEES

Support fees for the first year of this agreement (starting June 1, 2017) are based on a three-year term with options for a fourth and fifth year. The Service Level Agreement (SLA) lists the annual fee for each year. Consistent with past years, the County is requesting monthly billing for support. Support fees include annual on-site consulting.

The following summarizes the annual Aumentum Recorder support fees and the SLA 2 support fee:

- June 1, 2017 through May 31, 2018 \$89,503.40
- June 1, 2018 through May 31, 2019 \$92,188.50
- June 1, 2019 through May 31, 2020 \$94,954.16
- June 1, 2020 through May 31, 2021 (optional) \$97,802.78
- June 1, 2021 through May 31, 2022 (optional) \$100,736.86

Support fees beyond the term of those stated in Schedules TX2012.004.02 are subject to annual increases.

SUMMARY OF FEES

The following summarizes the fees for this project:

Total One-Time Fees for Software, Services, and Hardware	\$42,074.00
First-Year Annual Support Fees	\$89,503.40

ATTACHMENT 1 – AGREEMENT TO SOW

STATEMENT OF WORK AGREED UPON AND ACCEPTED

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through TRTA Gov's Change Management Process.

This Statement of Work will confirm all requests for software and services as outlined and at the prices indicated. This will be an addendum to the County's Master Agreement TX2012.004 and Schedules TX2012.004.02, and all the terms and conditions of those agreements will pertain.

BILLING MILESTONES

Milestone 1 – 50% of professional services price (\$10,559.50) upon official project kickoff.

Milestone 2 – 100% of total software price (\$4,312.00) upon completion of initial installation.

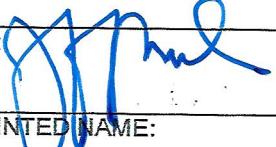
Milestone 3 – 100% of hardware price (\$16,643.00) upon hardware delivery to the County

Milestone 4 – Software review (not a billing milestone).

Milestone 5 – 50% of professional services price (\$10,559.50) upon completion of conversion and Go-Live preparations.

The total amount of one-time fees that will be billed to the County for software, hardware, and services is \$42,074.00. This total includes travel expenses. Annual support and maintenance fees of \$89,503.40 will be effective June 1, 2017. Support services will include on-site annual consulting.

SIGNATURES

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	TRTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY: 	BY:
PRINTED NAME: Jeff Branick	PRINTED NAME:
TITLE: County Judge	TITLE:
DATE: 4/10/17	DATE:

ATTACHMENT 2 – ACCEPTANCE FORMS

ACCEPTANCE FORM 1 – PROJECT KICKOFF (BILLING MILESTONE 1)

Purpose

The purpose of this acceptance form is for the County to sign off on the kick-off phase, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

Outputs

- TRTA Gov has conducted a project kick-off meeting with the County;
- TRTA Gov has conducted the on-site analysis;
- The project schedule has been delivered for review by both parties.

These items were completed on the following date: _____.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Master Agreement TX2012.004, and Schedules TX2012.004.02, the County will be billed **\$10,559.50** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	TRTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 2 –
RECEIPT OF THIRD-PARTY SOFTWARE
(BILLING MILESTONE 2)

Purpose

The purpose of this acceptance form is for the County to sign off on receipt of third-party software and accept billing for this phase.

Outputs

- The County has received the third-party software specified in this SOW;
- The third-party software is ready for set-up and configuration.

These items were completed on the following date: _____

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Master Agreement TX2012.004, and Schedules TX2012.004.02, the County will be billed **\$4,312.00** [100% of total software price]) upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	RTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 3 – HARDWARE DELIVERY (BILLING MILESTONE 3)

Purpose

The purpose of this acceptance form is for the County to sign off on the delivery of hardware, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

Outputs

- The County has confirmed hardware delivery;
- The hardware is ready for set-up and configuration.

These items were completed on the following date: _____.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Master Agreement TX2012.004, and Schedules TX2012.004.02, the County will be billed **\$16,643.00** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	TRTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 4 – SOFTWARE REVIEW (NON-BILLING MILESTONE)

Purpose

The purpose of this acceptance form is for the County to sign off on software review and agree for TRTA Gov to proceed to the next phase through the life cycle of this project.

Outputs

- TRTA Gov has demonstrated that each component of the Aumentum Recorder system is installed and can perform the functions and business processes as defined and approved in this Statement of Work;
- All Severity Level One and Two issues have been assigned to a resource and a projected closure date has been given to the County.

These items were completed on the following date: _____.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Master Agreement TX2012.004, and Schedules TX2012.004.02, the County agrees to proceed to the next phase of this project.

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	TRTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 5 – GO-LIVE (BILLING MILESTONE 4)

Purpose

The purpose of this acceptance form is for the County to approve the transition into the Go-Live phase, agree that the system is ready for production use, and accept billing for this phase.

Outputs

- TRTA Gov has converted historical data and images to Aumentum Recorder.
- Any remaining hardware has been installed, as needed. Any defective hardware has been reported for follow-up.
- The County has viewed and tested each of the system components and accepts the system.
- The system is functioning as described in this Statement of Work with no Severity Level ONE issues outstanding. Any other outstanding issues have been documented for follow-up with the support teams.
- The County authorizes TRTA Gov to move the system into Production mode.

These items were completed on the following date: _____.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Master Agreement TX012.004, and Schedules TX2012.004.02, the County will be billed **\$10,559.50** upon signing this acceptance.

It is agreed that this project is complete.

Jefferson County 1001 Pearl Street Beaumont, Texas 77704	TRTA Gov, Inc. 1807 Braker Lane, Suite 400 Austin, Texas 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ATTACHMENT 3 – NOTIFICATION FORM

NOTIFICATION TO DECLINE OPTIONAL TERM(S)

We, Jefferson County, Texas, hereby give TRTA Gov notice that we have chosen to decline the term checked below for Software Support Services and Enhanced Service Level – SLA 2 services:

June 1, 2020 – May 31, 2022 OR June 1, 2021 – May 31, 2022

Jefferson County, Texas
BY:
PRINTED NAME:
TITLE:
DATE:

NOTIFICATION TO DECLINE OPTIONAL TERM(S) OR TO RENEgotiate

We, TRTA Gov, hereby give Jefferson County, Texas notice that we have chosen the following:

To decline providing Software Support Services and Enhanced Service Level – SLA 2 services for June 1, 2020 to May 31, 2022

OR

To decline providing Software Support Services and Enhanced Service Level – SLA 2 services for June 1, 2021 to May 31, 2022

OR

To renegotiate the rates shown in this SOW for June 1, 2020 – May 31, 2022 or June 1, 2021 – May 31, 2022 (an amendment to this SOW will detail such renegotiations)

TRTA Gov
BY:
PRINTED NAME:
TITLE:
DATE:

This form must be submitted to the other party at least 60 days prior to the end of the then-current term.

STATEMENT OF WORK TX030617JC

JEFFERSON COUNTY, TEXAS

HIPA PLUS HOSTING RENEWAL

Version 1.3

March 31, 2017

Prepared by: John Rickerby

Manatron, Inc. – A Thomson Reuters Business

Document submitted by Manatron, Inc. – A Thomson Reuters Business

Thomson Reuters Tax & Accounting, Government
Records Management Division
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Austin, Texas 78758
Tel.: (866) 917-4354
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PROJECT SUMMARY

Project:	Jefferson County, Texas HIPA Plus hosting services for transactional replication of the Aumentum Recorder production server, hosting of Internet Public Access with eCommerce, and eRecording submissions.
Project Site:	Jefferson County 1001 Pearl Street Beaumont, Texas 77704
County Contact:	Carolyn Guidry, County Clerk (409) 835-8475
Term of Renewal:	38 months from April 1, 2017 – May 31, 2020 plus an option for two additional twelve-month terms through May 31, 2022.
Scope:	This project is a renewal for the replication of the current Aumentum Recorder and production versions of Aumentum Public Access and eRecording.
Technology:	<p>Hardware - The County will provide all local production hardware and infrastructure. TRTA Gov will provide all data center replication and web server hardware and infrastructure.</p> <p>Software - Any software deliverables from TRTA Gov are listed in this Statement of Work. Deliverables outside the current functionality of the standard Aumentum Recorder suite and/or as installed currently in the County's production environment may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to TRTA Gov's change management process.</p>

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") and Jefferson County, Texas (the "County").

PROJECT OVERVIEW

This Statement of Work (SOW) defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

SOFTWARE

TRTA Gov will provide database-to-database replication of the data and images to the hosted data center. This will include replication of the current Aumentum Recorder suite of application software and the Microsoft SQL Server 2016 database. The County's Internet Aumentum Recorder Public Access with eCommerce module and eRecording module will also be directly hosted from the data center and will include real-time communication to the local Aumentum Recorder production servers located at the County.

Item	Description	Number of Users	Comments
Aumentum Recorder Application Software	No changes to current Aumentum Recorder functionality	N/A	Replicated to data center
Aumentum Recorder Public Access with eCommerce	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Aumentum Recorder eRecording	Receive electronic filing of land records documents	County-approved submitters	Hosted at data center
Microsoft SQL Server 2016 Database Software	Database software, including transactional replication functionality	N/A	Data center license provided by TRTA Gov
SSL Certificate	128 SSL Certificate for eCommerce	N/A	SSL certificate provided by County

RECOMMENDED HARDWARE

TRTA Gov will provide all data center server hardware, software and infrastructure required for replicating the County's Aumentum Recorder system and hosting internet Public Access and eRecording. The County will be responsible for local production server hardware, software, infrastructure for Aumentum Recorder. The County will provide the network and bandwidth.

Item	Description	Quantity	Comments
Data center servers and infrastructure	Aumentum Recorder application/ database/image replication server and production web server for Internet Public Access and eRecording	1	TRTA Gov will provide
Local production server and infrastructure	Aumentum product server and back-up web server for Internet Public Access and eRecording	1	County will provide

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this renewal is to provide full off-site transactional replication of the County's Aumentum Recorder indexes and images at TRTA Gov's data center located in the Time Warner facility in Indianapolis, Indiana. The data center will provide layered redundancy to the County's local production system and failover in the event of an interruption in access to the production system or a full disaster.

In addition to Aumentum Recorder replication, the data center will host County's Internet Public Assess and eRecording modules to manage Internet researcher inquiries of County indexes and images stored in Aumentum Recorder and the receiving of eRecording submissions for transmission to the County production systems. This configuration will ensure high availability for these Internet-based functions within consistently managed response times, thus insulating the local production configuration and ensuring consistent access even in the event of a disaster at the County's site.

ASSUMPTIONS AND CONSTRAINTS

- A 38-month commitment is required for service for TRTA Gov applications. If the County decides to terminate the service at any point prior to the end of the 38-month commitment, the County will be responsible for the fees for the TRTA Gov applications for the balance of the commitment.
- An option has been provided for two additional twelve-month terms. Each optional term will start automatically unless either party notifies the other by signing and submitting Attachment 2 to the other party at least 60 days prior to the end of the current term.
- TRTA Gov will replicate the existing indexes, images, Aumentum Recorder software and Microsoft SQL Server database to the remote data center configuration. The County's current Aumentum Recorder release level and configuration will not be changed.
- Public Access for Aumentum Recorder will allow researchers to view documents using the HIPA Plus replication server. Requests to purchase Aumentum Recorder document copies will be redirected to the County/production server to complete the transaction. For eRecording, documents will be received from submitters in the hosted application and will be pushed to the production server for normal processing as batches are accessed by users. All database changes occur on the production server. Replication is from the production server to the hosted server. In the event of a disaster event impacting the County production server, the hosted replication server can be enabled to allow eCommerce Public Access purchases, eRecording processing, and any other standard County Clerk

business transaction. When the production server is back online, TRTA Gov will coordinate through County IT to update the production server.

- The County will be provided with 2 TB of data storage, which should be sufficient based on current estimates. If usage exceeds this estimate and additional storage has to be added, the County will be notified and asked to approve the cost of adding additional storage for the balance of the contract. Space will be monitored as needed to ensure there is no limitation in functionality.
- The term “real-time replication” can take a few minutes to complete as network/server traffic will affect the timing of the replication between sites.
- Data replication can be impacted by the telecommunication provided between the County and the data center.
- The County is responsible for providing broadband communication access and any necessary firewall from the production site to an Internet service provider in the case of a LAN-to-LAN VPN tunnel.
- TRTA Gov will provide the County with a one-time delivery of images and database stored in the hosted facility at no charge to the County. If the County requests that TRTA Gov Technical Services restore the delivered backup data and images on the local server, then a separate billable work order would be created based on the time and materials required to support the event.
- Data and images housed in the Aumentum Recorder system are of a non-proprietary nature. All data will be housed in a standard SQL database structure, and images will continue to be stored as Group 4 TIFF's. All data and images hosted in the data center are the property of the Jefferson County Clerk.
- The County will be responsible for providing all Aumentum Recorder production system hardware, infrastructure and environmental space, power requirements, and access by TRTA Gov for installation testing to the data center and operation.
- The County will provide the SSL Certificate for use with eCommerce and eRecording.
- High-speed remote access to application and database server(s) must be provided to the TRTA Gov project team members at agreed upon times for set-up, configuration and testing. The date and times of the required access will be scheduled between TRTA Gov and the County in advance by the respective project managers.
- The County will be responsible for testing and reviewing the data on the remote server and providing approval for cut-over production.
- All documentation provided by TRTA Gov is provided “as-is.”
- TRTA Gov recommends running 100mbps Ethernet connections to the desktop.
- Future technology refreshes for the County have not been included in the scope of this SOW. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

DEFINITION OF SEVERITY LEVELS

TRTA Gov shall respond to any errors reported by the County based on the severity level assigned to such error. Severity levels and TRTA Gov's responses are detailed in existing Master Agreement TX2012.004 between the County and TRTA Gov.

IMPLEMENTATION DELIVERABLES

Hardware and Software Deliverables

Any hardware and software deliverables are listed at the beginning of this SOW.

Remote Data Center Deliverables

Remote Data Center deliverables are described in "Attachment 3 - Managed Services Hosting Agreement" located at the end of this document.

All remote hardware and software and data center infrastructure are provided within the proposed HIPA Plus hosting services described in this SOW. The County will be provided with 2 TB of data storage which should be sufficient based on current estimates. TRTA Gov will be responsible for system set-up, configuration, and establishing communication with the County's network.

COUNTY RESPONSIBILITIES

Access

The County will provide a secure connection for remote access to facilitate TRTA Gov's support of the system. This can be accomplished via VPN connection for TRTA Gov personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

LAN

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

Network Administration and Operating System Security

The County shall provide trained personnel to administer its network and manage its domain, including security access.

PRICES

The following outlines the HIPA Plus hosting services proposed.

TRTA GOV HIPA PLUS HOSTING SERVICES

HIPA Plus Hosting Services:

- HIPA Plus transactional data replication of Aumentum Recorder production server to the Indianapolis data center
- HIPA Plus Hosted Internet Public Access with eCommerce and eRecording
- County to provide SSL certificate for eCommerce and eRecording
- 2 TB of storage

Includes all Aumentum Recorder and web server data storage hardware located at the data center, Microsoft SQL Server database software, and all supporting infrastructure to ensure high availability.

Recurring TRTA Gov Applications Monthly Fee: \$3,632.00

Total for first 14 months (April 1, 2017 – May 31, 2018): \$50,848.00

Next 12 months (June 1, 2018 – May 31, 2019): \$43,584.00

Next 12 months (June 1, 2019 – May 31, 2020): \$43,584.00

Total for first 38 months: \$138,016.00

Optional Next 12 months (June 1, 2020 – May 31, 2021): \$43,584.00

Optional Next 12 months (June 1, 2021 – May 31, 2022): \$43,584.00

All fees will be billed monthly.

ATTACHMENT 1 – AGREEMENT TO STATEMENT OF WORK

STATEMENT OF WORK AGREED AND ACCEPTED

We, the undersigned, accept this document as a stable work product to be used in the delivery of the services described herein. Any deviation from this Statement of Work is to be handled through TRTA Gov's change management process.

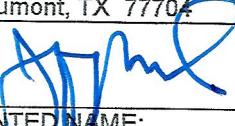
This Statement of Work will confirm all requests for services as outlined and at the price indicated. This SOW will be an addendum to existing Master Agreement No. TX2012.004 between the County and TRTA Gov. All the terms and conditions of that agreement will pertain.

BILLING FOR HIPA PLUS

Monthly billing of \$3,632.00 for HIPA Plus will begin as of April 1, 2017.

HIPA Plus hosting fees are \$3,632.00 per month for 38 months (April 1, 2017 – May 31, 2020). The total fee for the full 38 months is \$138,016.00. The optional two additional twelve-month terms (June 1, 2020 – May 31, 2021 and June 1, 2021 – May 31, 2022) will also be billed monthly at \$3,632.00 per month (\$43,584.00 for each twelve-month term).

SIGNATURES

Jefferson County 1001 Pearl Street Beaumont, TX 77704	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY: 	BY:
PRINTED NAME: Jeff Branick	PRINTED NAME:
TITLE: County Judge	TITLE:
DATE: 4/10/19	DATE:

This agreement is not effective until executed by both parties.

ATTACHMENT 2 – NOTIFICATION FORM

NOTIFICATION TO DECLINE OPTIONAL TERM(S)

We, Jefferson County, Texas, hereby give TRTA Gov notice that we have chosen to decline the term checked below for HIPA Plus Hosting services:

June 1, 2020 – May 31, 2022 OR June 1, 2021 – May 31, 2022

Jefferson County, Texas
BY:
PRINTED NAME:
TITLE:
DATE:

NOTIFICATION TO DECLINE OPTIONAL TERM(S) OR TO RENEGLIATE

We, TRTA Gov, hereby give Jefferson County, Texas notice that we have chosen the following:

To decline providing HIPA Plus Hosting services for June 1, 2020 to May 31, 2022
 OR
 To decline providing HIPA Plus Hosting services for June 1, 2021 to May 31, 2022
 OR
 To renegotiate the rates shown in this SOW for June 1, 2020 – May 31, 2022 or June 1, 2021 – May 31, 2022 (an amendment to this SOW will detail such renegotiations)

TRTA Gov
BY:
PRINTED NAME:
TITLE:
DATE:

This form must be submitted to the other party at least 60 days prior to the end of the then-current term.

ATTACHMENT 3 – MANAGED SERVICES HOSTING AGREEMENT

An incident is defined as any time the system is inaccessible to the public. The County will own the telecommunication (VPN) line that provides the data to the data center and will be first-line support; however, there may be an issue that is out of TRTA Gov's control that will temporarily affect the database replication. TRTA Gov will initiate a support call, monitor progress, and monitor the telecommunication line. Database replication is not included in the credit percentage section of this SOW. The telecommunication within the data center that provides availability to the records/website once on the server is included in the credit percentages and is owned by the data center.

The SOW applies only when the County is agreeing to a term commitment of thirty-six (36) months for the TRTA Gov applications. If the County decides to terminate the service, the County will be responsible for data center charges through the TRTA Gov application's thirty-six-month commitment. TRTA Gov reserves the right to amend the SOW from time to time effective upon notice to County, provided that in the event of any amendment resulting in a material reduction of the service levels, the change request sets forth County's sole remedies for any claim relating to the services, including any failure to meet any guarantee set forth in the change request. The Data Center records and data shall be the basis for all change request calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in a month shall not exceed 10% of the monthly recurring fee.

Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors, or representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, Acceptable Use Policy, Change Management, or other Data Center policies relating to the Data Center service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the infrastructure availability and the County will have no right to any service credit or other remedy under a change request or otherwise with respect to such disruption. The County will pay TRTA Gov at the current published rates for reasonable remedial services resulting from the County's actions.

TRTA Gov will provide the County with written notice before performing scheduled maintenance and as much notice as possible when performing emergency change controls. The Data Center designs its services around an N+1-redundancy philosophy that is used to minimize outages during planned change controls. The Data Center will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's service. However, the Data Center reserves the right to proceed with any change control if it is determined by the Data Center, in its sole discretion, that a change control is necessary to maintain the overall integrity of the services and/or the change control will not cause harm to the County.

INFRASTRUCTURE AVAILABILITY

Infrastructure shall consist of the following components that are provided as part of the Data Center services:

- Co-location space reserved for use by the County in the Data Center, including quarter, half, or full cabinets and cage space;
- Power provided to County's co-location space; and
- Internet access provided to the County from the Data Center Internet Backbone.

In the event that TRTA Gov fails to meet its stated Infrastructure Availability in any given month during the service term, County shall be entitled to receive a credit (as the sole and exclusive remedy hereunder) by providing TRTA Gov with a written request for a service credit within sixty (60) days after receipt of an invoice for the period in which the Infrastructure was unavailable. The amount of the service credit shall be determined by the percentage in accordance with the table shown below; the credit percentage will be off the monthly recurring fee.

INCIDENT MANAGEMENT AVAILABILITY MATRIX

Infrastructure Availability Percentage	Credit Percentage
100%	0%
<99.99% > 99.5%	1%
<99.5% > 99.0%	2%
<99.0% > 98.5%	3.5%
<98.5% > 95.0%	5%
<95.0%	10%

Manatron, Inc. – A Thomson Reuters Business Service Level Agreement

1. PURPOSES AND SCOPE.

This Service Level Agreement sets forth the terms of the maintenance services available to Jefferson County, Texas ("Customer") from Manatron, Inc. – a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov"). TRTA Gov will perform the maintenance services selected in and according to the terms and conditions set forth in Master Agreement TX2012.004 and Schedules TX2012.004.02 by and between TRTA Gov and Customer (the "Agreements") and as described herein.

2. AVAILABLE SERVICES.

TRTA Gov offers four (4) levels of maintenance services.

2.1 Level ONE, Basic Level of Service. This is the most basic level of maintenance services available to Customer under this Service Level Agreement and is further described in Section 3, Level ONE, Basic Level of Service.

2.2 Level TWO, Optional Extended Support. TRTA Gov provides optional on-site maintenance services. Maintenance services under Level TWO, Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service, and the additional maintenance services described in Section 4, Level TWO, Optional Extended Support.

2.3 Level THREE, Optional Extended Support. TRTA Gov provides optional on-site maintenance services. Maintenance services under Level THREE, Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service, and the additional maintenance services described in Section 5, Level THREE, Optional Extended Support.

2.4 Level FOUR, Optional Extended Support. TRTA Gov provides optional custom services to be described in a detailed attached Statement of Work.

3. LEVEL ONE – BASIC LEVEL OF SERVICE.

3.1 Base Mandatory Services. Level ONE, Basic Level of Service, is included in the Annual Ongoing Maintenance/Support Fees payable pursuant to the Agreements. During the term of the Agreements, TRTA Gov will provide Level ONE, Basic Level of Service, with respect to the TRTA Gov Application Software and Third-Party Software.

3.2 Account Manager / Support Representative. TRTA Gov will designate an account manager or other support representative. The support representative will maintain close contact with Customer through frequent communication. The support representative will be responsible for managing delivery of the maintenance services.

3.3 Customer Support Center. The Customer Support Center ("CSC") is the primary point of Customer contact for all support. CSC consultants provide responses to support requests received from system

users and system administration personnel. When initiating a support request, Customer should communicate to the CSC the information regarding the support request in as much detail as possible.

(a) The primary means of contacting TRTA Gov's CSC during normal operating hours is via telephone through the toll-free Customer support line. Outside of normal operating hours or if all CSC consultants are busy, the Customer support line will prompt callers to leave a voice mail message that will generate creation of a support case. Customers can also submit their own support cases through TRTA Gov's support portal.

(b) A dedicated, toll-free Customer support fax line is available 24 hours a day, 7 days a week, as is e-mail access.

3.4 CSC Hours of Operation. Normal operating hours for the CSC are 8:00 a.m. to 5:00 p.m. local Customer time, Monday through Friday, except for TRTA Gov company holidays.

3.5 CSC Response Goals.

(a) Upon receipt of a support request, a CSC consultant will review the information and assign a severity for urgency of response according to the following list:

Priority	Type of Problem/Request
1/Critical	A problem that causes an immediate major impact on Customer's business. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely work-around exists.
2/High	The problem causes an impact on Customer's business. A work-around is not available. However, processing can still continue but in a restricted manner.
3/Medium	The problem has a minor impact on Customer's business. The problem does not prevent operation of the software.
4/Low	The problem has no business impact.

(b) A CSC consultant will communicate to Customer a Response based upon the severity of the problem. "Response" is defined as a communication with Customer of the status of problem, analysis or potential remedies, or work-arounds. The Response goals for a support request received during normal business hours are shown in the following table:

Priority	Response Goal
1/Critical	Within 1 hour
2/High	Within 4 hours
3/Medium	Within 1 business day
4/Low	TRTA Gov will consider addressing the issue in a future Version

Manatron, Inc. – A Thomson Reuters Business Service Level Agreement

(c) Responses to a support request received via voice mail/pager, fax, or e-mail during other than normal operating hours may be delayed unless previous arrangements have been made for standby support resources.

3.6 CSC Request Escalation.

(a) Upon receipt of a Priority 1/Critical support request, the CSC manager will be notified to ensure that appropriate TRTA Gov resources are focused on returning the affected system to operation as soon as possible.

(b) A Priority 2/High support request not resolved within eight (8) hours of notification to the CSC will be escalated for assistance by other subject matter experts or TRTA Gov functional area supervisor/manager to determine next steps.

(c) Customer will be notified of the current status and projected closure target on each unresolved support request, which will be tracked and reported until resolved.

3.7 Remote Diagnostics. The CSC consultant, subject matter expert, TRTA Gov support representative, or other Customer support personnel may utilize remote VPN capability to assist with system diagnosis and/or corrective action. Customer-direct participation may or may not be required during remote operations. However, in either case, all use of remote capability will be coordinated with Customer in advance.

3.8 Supplements and Custom Programming are Excluded.

(a) From time to time, TRTA Gov may make available computer programs that are compatible with the TRTA Gov Application Software and that supplement the TRTA Gov Application Software. Also, third parties may make available computer programs that are compatible with the Third-Party Software and that supplement the Third-Party Software. **SUPPLEMENTS ARE NOT LICENSED UNDER THE AGREEMENTS AND WILL NOT BE PROVIDED WITH MAINTENANCE RELEASES.** Subject to availability and compatibility, Customer may license or sub-license supplements by written amendment to such Agreements. All licenses and sub-licenses of supplements will include additional charges.

(b) Maintenance services do not include custom programming.

3.9 TRTA Gov Application Software Maintenance and Support. The terms of this section apply to maintenance of TRTA Gov Application Software.

(a) Customer's designated TRTA Gov support representative will manage delivery of TRTA Gov Application Software maintenance releases or updates in accordance with the provisions of the applicable Agreements and this description of Maintenance Services.

(b) Maintenance releases will be deployed on an "as-required" basis as determined by TRTA Gov.

Maintenance releases for TRTA Gov interface programs and/or supplementary applications that are not part of the main application (e.g., interfaces with mainframe programs, index or image conversion programs, export programs, etc.), will also be developed and deployed on an "as required" basis as determined by TRTA Gov.

(c) TRTA Gov may include in its maintenance releases, at its sole discretion, software modifications and enhancements which enhance the functionality of the software.

(d) Release notes will be provided simultaneously with delivery of the release to Customer to include all issues and corresponding resolutions contained in the maintenance release.

(e) Customer may submit recommended software application enhancements to be considered for inclusion in future software maintenance releases.

(f) TRTA Gov reserves the right to decline acceptance of software modifications recommended or requested by Customer. TRTA Gov also reserves the right to determine the conditions under which approved modifications will be delivered.

(g) TRTA Gov Application Software maintenance includes the correction of material defects, malfunctions, or failures that result in the TRTA Gov Application Software failing to perform substantially according to the performance specifications provided by TRTA Gov when used properly under normal use and conditions.

(i) Customer shall fully inform TRTA Gov immediately of any such defects, malfunctions, or failures. Upon receipt of such notice, TRTA Gov will commence to fix or replace the TRTA Gov Application Software or provide a suitable work-around, as herein provided. TRTA Gov will make a good faith effort to provide the fix, replacement, or work-around as soon as is reasonably possible, taking into consideration the applicable Severity level.

(ii) Customer shall provide TRTA Gov with a list of output and any other data, including databases and back-up systems, that TRTA Gov reasonably may request to reproduce operating conditions similar to those present when the error occurred.

(iii) Customer shall provide TRTA Gov and its agents access to all Customer's facilities, hardware, personnel, and data, physically at the hardware site and, if requested by TRTA Gov, through VPN connection, to permit TRTA Gov to perform its maintenance services.

(h) TRTA Gov Application Software maintenance includes any updates to the TRTA Gov Application Software developed by TRTA Gov. Updates consist of any enhancements, corrections, modifications, and additions to the TRTA Gov Application Software. Use of updates with or in place of the TRTA Gov Application Software will be fully governed by and subject to the terms of the applicable Agreements and this description of Maintenance Services. Any portion of the TRTA Gov Application Software replaced by updates, and all copies thereof, will be destroyed (with certification of destruction

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provided to TRTA Gov) or returned to TRTA Gov, at TRTA Gov's option.

3.10 Non-TRTA Gov Third-Party Software Maintenance and Support. The terms of this section apply to maintenance of Third-Party Software. TRTA Gov does not provide maintenance of any other non-TRTA Gov software.

(a) Customer's designated TRTA Gov support representative will manage delivery of Third-Party Software maintenance releases or updates in accordance with the provisions of the applicable Agreements and this description of Maintenance Services.

(b) Maintenance of Third-Party Software will be accomplished on an "as required" basis as determined by TRTA Gov and the software licensor.

(c) Third-Party Software maintenance will be provided only to the extent offered by the licensor of the Third-Party Software. TRTA Gov will not be responsible for any software programming with respect to the Third-Party Software or for software fixes or replacements except to the extent available from the licensor.

(d) Customer shall fully inform TRTA Gov immediately of any defects, malfunctions, or failures in the Third-Party Software. Upon receipt of such notice, TRTA Gov will contact the licensor and seek a fix or replacement of the Third-Party Software. Customer shall provide TRTA Gov and the licensor with a list of output and any other data, including databases and backup systems, that TRTA Gov reasonably may request to reproduce operating conditions similar to those present when the error occurred. Customer shall provide TRTA Gov, the Licenser, and their agents access to all Customer's facilities, hardware, personnel and data, physically at the hardware site and, if requested by TRTA Gov, through VPN connection, to permit TRTA Gov and the licensor to perform the maintenance services.

(e) If a Third-Party Software failure occurs, TRTA Gov will make a good faith effort to obtain a fix, replacement, or suitable work-around of the Third-Party Software from the Licenser as soon as is reasonably possible, taking into consideration the applicable Severity level.

(f) Third-Party Software maintenance includes any updates to the Third-Party Software developed by the Licenser and that are made available to Customer. Updates consist of any enhancements, corrections, modifications, and additions to the Third-Party Software. Use of updates with or in place of the Third-Party Software will be fully governed by and subject to the terms of this Service Level Agreement. Any portion of the Third-Party Software replaced by updates, and all copies thereof, will be destroyed (with destruction certified to TRTA Gov) or returned to TRTA Gov, at TRTA Gov's option.

3.11 Exclusions. TRTA Gov will not provide maintenance or support of any hardware or non-TRTA Gov software unless it is Third-Party Software or

hardware purchased directly by TRTA Gov which is still under manufacturer's warranty. Customer may contract with TRTA Gov to perform these functions under a custom SLA Level Four Agreement. Examples of exclusions include, but are not limited to, the following:

- (a) Server and desktop operating systems support;
- (b) Systems administration, such as disk space monitoring, security updates, network/workstation user security, network configuration and routing, and anti-virus;
- (c) Data backups and tape drive maintenance;
- (d) Database maintenance, backups, replication and support;
- (e) Peripheral support such as scanner, printers, and consumables;
- (f) Add-on, upgrades, or replacement of original Customer equipment.

3.12 Other Services. Any additional support and professional services will be under a separate Services Agreement and will be priced and billed as provided for in the Services Agreement, in addition to the Annual Maintenance/ Support fees.

4. LEVEL TWO – OPTIONAL EXTENDED SUPPORT.

4.1 Selection of Optional Service Level. Level TWO, Optional Extended Support, is optional and will only be provided if selected by Customer.

4.2 Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of Service, are provided and apply in Level TWO, Optional Extended Support.

4.3 Semi-Annual System Tuning and Site Visitation. TRTA Gov support technicians will perform the following system tuning and monitoring in conjunction with two semi-annual site visits.

(a) Scope of Work.

(i) **Database Maintenance.** Evaluate free space, assign additional disk space as required, review and evaluate log files, and remove unneeded log file information. Check and perform statistics for tables/indexes, check backups and maintenance plans. Document location of database files; log, backup, etc. for reporting and CSC purposes. Check replication issues for those sites using it. Perform updates/patches/service packs to databases. Perform basic performance tests (CPU usage, index performance, and/or top sessions by capture stats over at least two time frames) and report findings. Make recommendations and perform recommended tasks once confirmed by Account Manager. Perform one (1) test database refresh per year.

(ii) **Hardware (Server) Maintenance.** Perform system performance diagnostics and evaluate disk space usage as well as clean up unneeded log files. Chart disk usage and compare with daily volume and report findings; review strategy and procedures for

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system backup; run tape drive diagnostics; clean tape drive read-write heads; test data restore from backup tape; check physical power supply, remote access capability, check internal components and cable connections. Check performance of server monitor stats over at least two time frames and report findings. Validate Customer software and install process and update documentation as required.

(iii) Install Software Maintenance Releases or Updates. As time and resources permit, additional services can be performed such as installing software releases provided pursuant to maintenance services, adding or upgrading Customer components and peripherals, and on-site assistance with CSC support issues.

(iv) Documentation. Produce a report of the tasks accomplished and the results achieved/observed.

(v) Other Services. Any additional support and professional services will be mutually agreed and performed under a separate Service Agreement and will be priced and billed as provided for in the such agreement, in addition to the fees charged for Level TWO, Optional Extended Support.

(b) Scheduling.

(i) Customer's designated TRTA Gov support representative will coordinate and schedule system tuning and site visits with Customer.

(ii) The initial site visit should be accomplished within six (6) months of the effective date of an agreement to provide Level TWO maintenance services. The TRTA Gov support representative and Customer will schedule subsequent semi-annual site visits jointly.

(iii) When possible, system tuning and site visit work will be accomplished during Customer's normal business hours.

4.4 Semi-Annual Report of Customer CSC Activities.

(a) The CSC staff will produce semi-annual reports concerning Customer's interaction with the CSC.

(b) Reports will include number of support requests initiated by Customer, status of support requests, trends in type of support requested, support request response and problem resolution performance, and Customer satisfaction.

5. LEVEL THREE – OPTIONAL EXTENDED SUPPORT.

5.1 Selection of Optional Service Level. Level THREE, Optional Extended Support, is optional and will only be provided if selected by Customer.

5.2 Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of Service, are provided and apply in Level THREE, Optional Extended Support.

5.3 Quarterly System Tuning and Site Visit. TRTA Gov support technicians will perform the following system tuning and monitoring in conjunction with four (4) quarterly site visits.

(a) Scope of Work.

(i) Database Maintenance. Evaluate free space; assign additional disk space as required; review and evaluate log files and remove unneeded log file information. Check and perform statistics for tables/indexes; check back-ups and maintenance plans. Document location of database files; log, backup, etc. for reporting and CSC purposes. Check replication issues for those sites using it. Perform updates/patches/service packs to databases. Perform basic performance tests (CPU usage, index performance, and/or top sessions by capture stats over at least two time frames) and report findings. Make recommendations and perform recommended tasks once confirmed by Account Manager. Perform one (1) test database refresh per year.

(ii) Hardware (Server) Maintenance. Perform system performance diagnostics and evaluate disk space usage as well as clean up unneeded log files. Chart disk usage and compare with daily volume and report findings; review strategy and procedures for system backup; run tape drive diagnostics; clean tape drive read-write heads; test data restore from backup tape; check physical power supply, remote access capability, check internal components and cable connections. Check performance of server monitor stats over at least two time frames and report findings. Validate Customer software and install process and update documentation as required.

(iii) Install Software Maintenance Releases or Updates. As time and resources permit, additional services can be performed, such as installing software releases provided pursuant to maintenance services, adding or upgrading Customer components and peripherals, and onsite assistance with CSC support issues.

(iv) Documentation. Produce a report of the tasks accomplished and the results achieved/observed.

(v) Other Services. Any additional support and professional services will be under a separate Services Supplemental Agreement and will be priced and billed as provided for in the Services Supplemental Agreement, in addition to the fees for Level THREE, Optional Extended Support.

(b) Scheduling.

(i) Customer's designated support representative will coordinate and schedule system tuning and site visits with Customer.

(ii) The initial site visit should be accomplished within three (3) months of the effective date of an agreement to provide Level THREE maintenance services. The TRTA Gov support representative and Customer will schedule subsequent quarterly site visits jointly.

Manatron, Inc. – A Thomson Reuters Business Service Level Agreement

(iii) When possible, system tuning and site visit work will be accomplished during Customer's normal business hours.

5.4 Quarterly Report of Customer CSC Activities.

(a) The CSC staff will produce quarterly reports concerning Customer's interaction with the CSC.

(b) Reports will include: number of support requests initiated by Customer, status of support requests, trends in type of support requested, support request response and problem resolution performance, and Customer satisfaction.

6. EXCLUSIONS

SECTIONS 3.8 AND 3.11 OF THIS DESCRIPTION OF MAINTENANCE SERVICES AND CERTAIN SECTIONS OF THE AGREEMENTS LIMIT THE MAINTENANCE SERVICES TO BE PERFORMED BY TRTA GOV.

7. CUSTOMER RESPONSIBILITIES.

7.1 Systems Operation. Customer retains responsibility for the day-to-day management of the system and software, including the back-up system.

7.2 Specific Responsibilities. Customer is responsible for its obligations under the Agreements and the following items:

(a) Customer Contact Point ("CCP"). Customer will designate, in writing, a primary and at least one (1) alternate Customer Contact Point who will serve as the primary interface between TRTA Gov's support team and Customer. The responsibilities of the CCP include the following:

(i) Provide Customer contact information and inform TRTA Gov of any changes before they occur;

(ii) Ensure basic troubleshooting and a complete analysis of system problems using internal Customer resources prior to referring a problem to TRTA Gov;

(iii) Before submitting a support request to the CSC, gather and record the information needed to fill out a support request;

(iv) Contact the CSC and provide the support request information and any amplifying data to the CSC consultant;

(v) Coordinate Customer activities required to assist the CSC in resolving the problem;

(vi) Serve as a liaison and primary point of Customer contact for the TRTA Gov;

(vii) Complete change request forms and provide them to the TRTA Gov support representative to initiate system or software modifications;

(viii) If necessary, ensure a purchase order or other suitable form of Customer financial obligation authorization is generated and approved prior to requesting additional support not specifically included in

the maintenance service level purchased pursuant to the Agreements.

(b) System Access, Security, and Software Licenses.

(i) Customer will ensure that appropriate primary and alternate means are available for TRTA Gov support personnel to gain remote access to Customer's system (when appropriately coordinated with Customer).

(ii) Customer will maintain system passwords and will notify TRTA Gov, prior to implementation, of any changes that may affect TRTA Gov's ability to provide support under the Agreements and this description of Maintenance Services.

(iii) Customer will maintain a record of all user workstations running any portion of the licensed or Third-Party software (including any associated Internet applications). Customer will provide this information to TRTA Gov upon request and will advise TRTA Gov of any changes in the system that affect the currency of this information.

(iv) Customer is responsible for the following system components and support unless otherwise contracted through a Service Level Four Agreement:

1. Server and desktop operating systems support;
2. Systems administration, such as disk space monitoring, security updates, network security, and anti-virus;
3. Data backups and tape drive maintenance;
4. Database maintenance, back-ups, replication and support;
5. Peripheral support, such as scanners, printers and consumables;
6. Add-on, upgrades, or replacement of original Customer equipment.

**AGENDA ITEM****April 10, 2017**

Consider, possibly approve, authorize the County Judge to execute and receive and file Consent Form for Demolition of Unsafe Structure in the City of Beaumont which is located at 1410 Emile.

BEAUMONT

TEXAS

CITY OF BEAUMONT BUILDING CODES DIVISION CONSENT FORM FOR DEMOLITION OF UNSAFE STRUCTURE

COMMISSIONERS COURT OF

I, JEFFERSON COUNTY, do hereby give the City of Beaumont, Jefferson County, Texas, my consent as owner of the property and structure identified below to demolish and remove said structure. In consideration for the demolition I agree as follows:

1. I understand that the demolition may result in ruts in the property and the potential of damage to real and personal property remaining on the property.
2. I hereby indemnify the City, its employees, officers and agent against any and all claims for injuries or damages arising from demolition on my property, expressly including injuries to persons or damages to real or personal property arising from negligence by the City, its employees, officers or agents. 

***** Any personal property should be removed immediately because the spoils from the demolition will be discarded according to city policies and procedures.

PROPERTY DESCRIPTION:

1410 Emile
BLANCHETTE 2 T 1 B35

409-835-8466

Telephone Number



Signature

COUNTY JUDGE

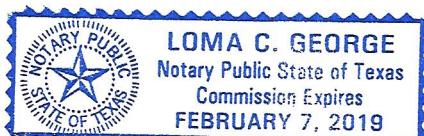
Signature

Date: 04-10-2017

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day appeared Judge Jeff Branick known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of April, 2017.



Loma C. George
Notary Public in and for
Feb. 7, 2019, Texas
My Commission Expires:

March 09, 2017

DEM2017-00041

JEFFERSON COUNTY
1149 PEARL
BEAUMONT, TX 77701

Certified Mail# 700000520002315248854

District Acct: 005260000021300000004
U.S. St. 101
RE: 1410 EMILE ST
1410 EMILE ST -INCLUDES SHED

Dear JEFFERSON COUNTY,

The City Tax Rolls of the City of Beaumont reveals that you are the owner of the above described property. If you are no longer the owner of said property, please accept my apology and notify us immediately by calling 880-3762 so that the City of Beaumont does not send you other notices at taxpayer expense.

An inspection of the structure at 1410 EMILE ST reveals that it is unsafe, unfit for human occupancy and is in a state of deterioration and likely to endanger the health, safety or general welfare of the citizens of the City. The structure in its present state is in violation of the Unsafe Substandard Structures Ordinance Chapter 24, Division 1, Section 24.04.001 of the Code of Ordinances and is a public nuisance in violation of 24.04.002 of the City's Code of Ordinances. Determination of unsafe substandard structures shall be governed by the 2009 International Property Maintenance Code.

Listed on the attached inpsection sheet are the violations.

You are hereby officially notified to contact Building Codes at (409) 880-3762 within fifteen (15) days of the date of this letter, which is no later than March 24, 2017 to discuss enrolling in a work repair program. A building permit must be secured from the Building Codes Division before repair work is commenced. Until this structure meets code compliance, all utilities will be disconnected. Thereafter, if the described structure has not been enrolled in a work program to be repaired, the structure should be demolished and removed in compliance with City standards within (30) days, which is no later than April 08, 2017, in accordance with Section 24.04.003 of the Code of Ordinances.

Should compliance not be met, the structure will be brought before City Council for an Unsafe Substandard Structure Public Hearing. If declared an unsafe substandard structure and/or public nuisance, the City of Beaumont will order the structure to be demolished and removed. If not removed within the allotted time frame, the structure will be removed by the City. Should this property be of a commercial use, such expense of demolition and removal shall be assessed as a lien against the property upon which the structure was situated.

Your cooperation in this matter is greatly appreciated.

Sincerely,
Melanie Bryant
Substandard Housing Inspector

MB:ds
Attachement



BEAUMONT

Planning & Community Development

An inspection for the property at 1410 EMILE ST found the property to be in violation on March 3, 2017.

The violations of this property are:

108.1.1 Exterior: Unsafe Structure

108.1.1 An unsafe structure is one that is found to be dangerous to life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, delapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.3 Contains Filth and Contamination

Section 108.1.3 IPMC and City Ordinance Article 24.02 Technical and Construction Codes, Division 8, prohibits structures that are "unfit for human occupancy". Such structures are defined as being in a state of disrepair, lacking adequate maintenance, illumination, heating, and sanitary facilities, etc.

108.1.3 Contains Vermin/Rats

24.04.001 Unsafe Structure

24.04.001 All unsafe substandard structures within the terms of section 24.04.001 are hereby declared to be public nuisances and shall be repaired, removed or demolished as hereinafter provided

302.5 Exterior Property Areas: Rodent Harborage

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.7 Exterior Property Areas: Accessory structures

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

304.1 Exterior: General

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.10 Exterior: Stairways, decks, porches, and balconies

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.13 Exterior: Window, skylight and door frames

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Exterior: Glazing

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.15 Exterior: Doors

304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.18 Exterior: Building Security

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

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304.18.1 Exterior: Doors (Security)

304.18.1 Doors. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Exterior: Windows

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.4 Exterior: Structural members

304.4 Structural members. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.6 Exterior walls

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Exterior: Roofs and drainage

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and down spouts shall be maintained in good repair.

304.9 Exterior: Overhang extensions

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, stand pipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

305.1 Interior: General

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Interior: Unsafe Conditions

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

305.2 Interior: Structural Members

305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior: Interior surfaces

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.



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306.1 Component Serviceability: General

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Component Serviceability: Unsafe Conditions

306.1.1 Unsafe conditions. Adverse effects to the design strength of footing, foundation, concrete or other structural element: Deterioration, Fractures, Fissures, Spalling (Excessive Heat), Damage from insects, rodents and other vermin Fire damage beyond charring:

308.1 Rubbish and Garbage: Accumulation of rubbish or garbage

308.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

308.2 Rubbish and Garbage: Disposal of rubbish

308.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

309.1 Pest Elimination: Infestation

309.1 Infestation. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved

309.2 Pest Elimination: Owner

309.2 Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

402.1 Light: Habitable spaces

402.1 Habitable spaces. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room. Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Light: Common halls and stairways

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two family dwellings, shall be lighted at all times with at least a 60- watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

402.3 Light: Other spaces

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

403.1 Light: Habitable spaces

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Planning & Community Development

403.1 Habitable spaces. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1. Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

504.1 Plumbing Systems and Fixtures: General

504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

604.1 Electrical Facilities: Facilities Required

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Electrical Facilities: Service

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 100 amperes.

604.3 Electrical Facilities: Electrical System Hazards

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

In a state of disrepair

Section 108.1.3 IPMC and City Ordinance Article 24.02 Technical and Construction Codes, Division 8, prohibits structures that are "unfit for human occupancy". Such structures are defined as being in a state of disrepair, lacking adequate maintenance, illumination, heating, and sanitary facilities, etc.

Lacks Heating Facilities

Lacks Illumination

Lacks Maintenance

Securing of Unoccupied Structures

Section 108.2 You must board, close and secure the structure in compliance with Appendix A of the adopted 2009 International Property Maintenance Code.



Jefferson County Courthouse
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Beaumont, Texas 77704



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eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

March 28, 2017

Loma George
Judge Branick's Office

Re: Agenda Item

Please place this item on the April 10, 2017 Commissioner's Court Agenda.

Receive and file Certificate of Completion for Commissioner Eddie Arnold. Commissioner Arnold has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government code for 2016.

Total hours earned in 2016 =27.75. Commissioner Arnold will carry forward from 2016 to 2017 – 8.00 continuing education hours to the next reporting period.

Thank you,

A handwritten signature in black ink that reads "Eddie Arnold".

Eddie Arnold
Jefferson County Commissioner Pct #1

EA/pfn

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

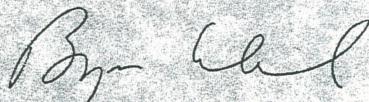
COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

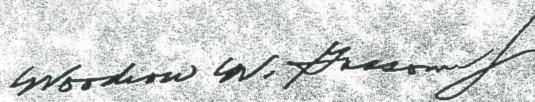
Eddie Arnold
Jefferson County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2016



Byron Underwood, Chairman
Commissioners Education Committee



Woody Gossom, President
County Judges and Commissioners
Association of Texas

Jefferson County Courthouse
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Eddie Arnold
Jefferson County
Commissioner Pct. #1

March 29, 2017

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for April 10, 2017.

Consider and possibly adopt a Resolution recognizing Mr. William F. Miranda for his dedicated service as a valuable asset of Jefferson County Drainage District No. 6 and wishing him well in his retirement.

Thank you,

Eddie Arnold
Eddie Arnold
County Commissioner, Pct. #1



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 10th day of April, 2017, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, Jefferson County Drainage District No. 6 (DD6) was established in 1920, DD6 serves Beaumont, Bevil Oaks, China, Nome and the communities of Fannett, Northwest Forest, Hillebrandt Acres, Cheek and LaBelle as well as farm and timber land in between; and,

WHEREAS, William F. Miranda was appointed to serve on the Jefferson County Drainage District No. 6 Board of Directors on March 01, 1997 and served until his retirement March 31, 2017 dedicating 20 years of service; and,

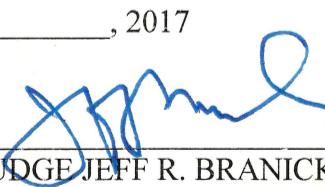
WHEREAS, William F. Miranda's real estate and development knowledge was a great benefit to the citizens and businesses of Jefferson County in the District's efforts to improve drainage and eliminate flooding; and

WHEREAS, William F. Miranda played a very important part in the development of the 11 mile Needmoore Diversion Channel and the widening of Taylor's Bayou Channel Improvement Flood Control Project; and

WHEREAS, during his term of office William F. Miranda had been active in the review and implementation of District projects and policies and gave of his time to personally inspect and monitor the progress of numerous projects of the Board throughout the District helping the community to build in ways that reduce or avert new flooding problems;

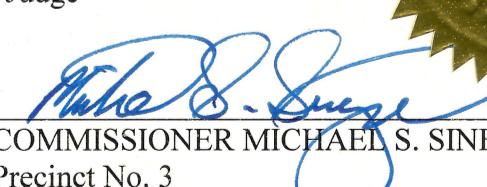
NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend William F. Miranda for years of dedicated service as a member of Jefferson County Drainage District No. 6 Board of Directors and wish him well in his retirement.

SIGNED this 10th day of April, 2017


JUDGE JEFF R. BRANICK
County Judge




EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD
Precinct No. 1


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


BRENT A. WEAVER
COMMISSIONER BRENT A. WEAVER
Precinct No. 2


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



PROCLAMATION

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 10th day of April, 2017, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

Sexual Assault Awareness Month

“Engaging New Voices”

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

WHEREAS, Rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 71 men will be raped at some point in their lives; and

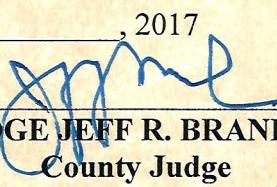
WHEREAS, Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before age 18; and

WHEREAS, Young people experience heightened rates of sexual violence, and youth ages 12-17 were 2.5 times as likely to be victims of rape or sexual assault; and

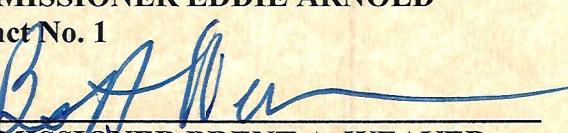
WHEREAS, the theme of this year's Sexual Assault Awareness Month's campaign is, "Engaging New Voices." The campaign calls on new partners and community members to help expand sexual assault prevention efforts and ensure the next generation fosters attitudes that promote healthy relationships, equality, and respect.

NOW, THEREFORE BE IT RESOLVED, that the Commissioners Court of Jefferson County, Texas does hereby proclaim April 2017, Sexual Assault Awareness Month in Jefferson County, Texas, and we join advocates of Rape and Suicide of Southeast Texas in taking action to prevent Sexual violence and reaffirm our commitment to engage new voices in this effort. We urge all citizens of Jefferson County to participate fully in activities and events to observe Sexual Assault Awareness Month.

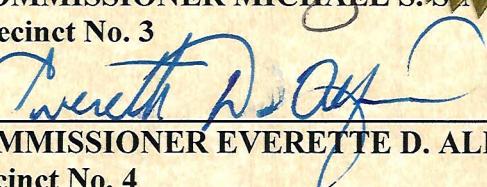
Signed this 10th day of April, 2017


JUDGE JEFF R. BRANICK
County Judge


Eddie Arnold
COMMISSIONER EDDIE ARNOLD
Precinct No. 1


Brent A. Weaver
COMMISSIONER BRENT A. WEAVER
Precinct No. 2


Michael S. Alfred
COMMISSIONER MICHAEL S. ALFRED
Precinct No. 3


Everette D. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**AGENDA ITEM****April 10, 2017**

Receive and file Amendment to the Interagency Project Cooperation Agreement “CEPRA” Project No. 1530” with the Texas General Land Office for additional State funding to McFaddin National Wildlife Refuge Beach Ridge Restoration Project.

**AGENDA ITEM****April 3, 2017**

Consider and approve ratifying amendment to the Interagency Project Cooperation Agreement “CEPRA Project No. 1530” with the Texas General Land Office for additional State funding to McFaddin National Wildlife Refuge Beach Ridge Restoration Project.



INTERAGENCY PROJECT COOPERATION AGREEMENT
CEPRA PROJECT No. 1530
GLO CONTRACT No. 13-242-000-7440
AMENDMENT No. 3

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

The **GENERAL LAND OFFICE** ("GLO") and **JEFFERSON COUNTY** ("Qualified Project Partner"), each a "Party" and collectively "the Parties," Parties to that certain Interagency Project Cooperation Agreement effective on May 3, 2013, and denominated GLO Contract No. 13-242-000-7440, (the "Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to contribute additional funding to the Project;

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

1. **SECTION 4.01** of the Contract, **TOTAL PROJECT BUDGET**, is hereby amended to reflect additional Project funding in the amount of **FIVE MILLION, SIX HUNDRED SIXTY-SEVEN THOUSAND, FIVE HUNDRED EIGHTY AND 57/100 DOLLARS (\$5,667,580.57)**, resulting in a total Project Budget amount not to exceed **ELEVEN MILLION, FIVE HUNDRED SIXTY-SEVEN THOUSAND, EIGHT HUNDRED SEVEN AND 46/100 DOLLARS (\$11,567,807.46)**.
2. **SECTION 4.02** of the Contract, **CEPRA ACCOUNT AND OTHER FUNDING SOURCES**, is amended and modified by adding the following funding statements:

"An additional **SIX HUNDRED FIVE THOUSAND, THREE HUNDRED TWENTY-SIX AND 76/100 DOLLARS (\$605,326.76)** will be contributed to the Project from the CEPRA Account."

"An additional **FOUR MILLION, SIX HUNDRED THIRTY-TWO THOUSAND, ONE HUNDRED FIFTY-TWO AND 56/100 DOLLARS (\$4,632,152.56)** will be contributed to the Project, as made available pursuant to Amendments 3 and 4 to U.S. Fish and Wildlife Service Financial Assistance Award F12AF01312."

3. **SECTION 4.03** of the Contract, **QPP CONTRIBUTION**, is hereby amended to reflect additional QPP funding in the amount of **FOUR HUNDRED THIRTY THOUSAND, ONE HUNDRED ONE AND 25/100 DOLLARS (\$430,101.25)**, resulting in a total amount of QPP Partner Match not to exceed **THREE MILLION, THREE HUNDRED THIRTY THOUSAND, THREE HUNDRED TWENTY-EIGHT AND 14/100 DOLLARS (\$3,330,328.14)**.
4. **ATTACHMENT B** to the Contract, **Project Work Plan and Budget**, is hereby deleted and replaced by the **Design/Construction Work Plan and Budget**, attached hereto and incorporated herein for all purposes as **ATTACHMENT B-1**.
5. This Amendment No. 3 shall be effective as of the date signed by the last Party.
6. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract shall remain in full force and effect.
7. Further material revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS



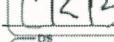
SIGNATURE PAGE FOR AMENDMENT No. 3 TO
GLO CONTRACT No. 13-242-000-7440

GENERAL LAND OFFICE

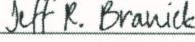
JEFFERSON COUNTY

Anne L. Idsal, Chief Clerk
Deputy Land Commissioner

Date of execution: _____

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DocuSigned by:



Name: 

Title: 

Date of execution: 

ATTACHMENT TO THIS CONTRACT:

ATTACHMENT B-1 – DESIGN/CONSTRUCTION WORK PLAN AND BUDGET

ATTACHMENT FOLLOWS

**MCFADDIN NATIONAL WILDLIFE REFUGE BEACH
RIDGE RESTORATION PROJECT
CEPRA PROJECT No. 1530
DESIGN/CONSTRUCTION WORK PLAN**

1. To address the erosion of the beach ridge at the McFaddin National Wildlife Refuge, the GLO shall:
 - a. Identify, document and confer with the Qualified Project Partner the location and extent of the project area.
 - b. Contract with a professional services provider to:
 - document and survey existing conditions as required;
 - conduct a Coastal Boundary Survey in accordance with Texas Natural Resources Code §133.36, if deemed necessary;
 - determine federal permit needs and secure permits as required;
 - prepare a final design of the beach ridge repair project;
 - prepare construction Contract Documents, including drawings, technical specifications and Owner's bidding documents;
 - prepare final construction cost estimate;
 - provide bidding assistance and contract award recommendations for a construction contractor;
 - perform construction contract administration services including on-site observation of the work;
 - conduct post-project closeout program.
 - c. Procure construction contractor through the competitive sealed proposal process for construction services.
 - d. Provide financial point of contact.
2. To address erosion of the beach ridge at the McFaddin National Wildlife Refuge, the Qualified Project Partner shall:
 - a. Confer with the GLO on the location and extent of the project area.
 - b. Confer and cooperate with the GLO on the selection of the professional service provider, scopes of work, and construction plan.
 - c. Cooperate with the GLO in procuring a construction contractor through the state bidding process.
 - d. Document local support. (Local associations and/or foundations, etc.)
 - e. Provide financial point of contact.
 - f. Reimburse GLO in accordance with the contract.

BUDGET
MCFADDIN NWR BEACH RIDGE RESTORATION PROJECT
CEPRA PROJECT NO. 1530

PROJECT COSTS

CONTRACTUAL	AMOUNT
Task 1. Repair/Rehabilitation Design and Construction	\$5,900,226.89
TOTAL PROJECT COST NOT TO EXCEED	\$11,567,807.46

COST SHARING SUMMARY

QUALIFIED PROJECT PARTNER (QPP):	
Jefferson County Cash	\$100,000.00
Jefferson County Cash (Co. CIAP '08)*	\$912,000.00
Jefferson County Cash (Co. CIAP '09)**	\$948,988.05
Jefferson County Cash (Co. CIAP '10)**	\$939,238.84
Jefferson County Cash (CDR)	\$430,101.25
QPP Total Contribution***	\$3,330,328.14
GLO:	
CEPRA Cash	\$1,000,000.00
CEPRA 1596 Surplus Funds Transferred to CEPRA 1530	\$605,326.76
GLO Total Contribution	\$1,605,326.76
Other:	
State '09 CIAP Cash****	\$2,000,000.00
State '09 CIAP Cash (Federal Amendment 3)	\$3,154,841.64
State '09 CIAP Cash (Federal Amendment 4)	\$1,477,310.92
Other Total Contribution	\$6,632,152.56
TOTAL PROJECT CONTRIBUTIONS	\$11,567,807.46

*County Coastal Impact Assistance Program (FY 2008), Award No. F12AF01207, awarded September 18, 2012 and amended on November 6, 2012 for time extension. Part of this award is/has been allocated to CEPRA Project No. 1516 under GLO Contract No. 11-239-000-4825.

**County Coastal Impact Assistance Program (FY 2009 and 2010), Funds added to Award No. F12AF01207 on December 20, 2012.

*** Please specify when using historically underutilized business as required by state law.

****State Coastal Impact Assistance Program, Award No. F12AF01312.



Certificate Of Completion

Envelope Id: 76B81EFB221D44A2930B028EE93C10F7

Status: Sent

Subject: Over 5.6M Increase:13-242-000-7440 Jefferson County McFaddin Beach Restoration A-3 (Texas GLO)

Source Envelope:

Document Pages: 18

Signatures: 1

Envelope Originator:

Joseph Cardona

Supplemental Document Pages: 0

Initials: 9

Certificate Pages: 4

1860 Michael Faraday Dr. Suite 100

Reston, VA 20190

joseph.cardona@glo.texas.gov

IP Address: 204.65.210.221

AutoNav: Enabled

Payments: 0

EnvelopeD Stamping: Enabled

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Record Tracking

Status: Original

3/27/2017

Holder: Joseph Cardona

joseph.cardona@glo.texas.gov

Location: DocuSign

Signer Events

Joseph Cardona

joseph.cardona@glo.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication (None)

Signature

Timestamp

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Viewed: 3/27/2017

Signed: 3/27/2017

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Andrew Hawkins

andrew.hawkins@glo.texas.gov

Legal Services

Texas General Land Office

Security Level: Email, Account Authentication (None)

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Viewed: 3/27/2017

Signed: 3/27/2017

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Electronic Record and Signature Disclosure:

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ID:

Kelly Brooks

kelly.brooks@glo.texas.gov

Texas General Land Office

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ID:

Kevin Frenzel

kevin.frenzel@glo.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication (None)

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Viewed: 3/27/2017

Signed: 3/27/2017

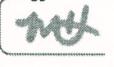
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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
<p>Melissa Porter melissa.porter@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>		<p>Sent: 3/27/2017 Viewed: 3/27/2017 Signed: 3/27/2017</p>
<p>Using IP Address: 204.65.210.238</p>		
<p>David Green david.green@glo.texas.gov Legal Services Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>		<p>Sent: 3/27/2017 Viewed: 3/27/2017 Signed: 3/27/2017</p>
<p>Using IP Address: 204.65.210.3</p>		
<p>Greg Pollock greg.pollock@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>		<p>Sent: 3/27/2017 Viewed: 3/27/2017 Signed: 3/27/2017</p>
<p>Using IP Address: 204.65.210.246</p>		
<p>Jeff Gordon jeff.gordon@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>		<p>Sent: 3/27/2017 Viewed: 3/27/2017 Signed: 3/27/2017</p>
<p>Using IP Address: 204.65.210.210</p>		
<p>Mark Havens mark.havens@glo.texas.gov Director of Oil and Gas Legal Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>		<p>Sent: 3/27/2017 Viewed: 3/29/2017 Signed: 3/29/2017</p>
<p>Using IP Address: 204.65.210.249</p>		
<p>Jeff R. Branick jbranick@co.jefferson.tx.us County Judge, Jefferson County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	 <p>DocuSigned by: Jeff R. Branick 1BCA21476BA7473</p>	<p>Sent: 3/29/2017 Viewed: 3/30/2017 Signed: 3/30/2017</p>
<p>Using IP Address: 192.67.88.106</p>		
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>		

Signer Events	Signature	Timestamp
Anne Idsal anne.idsal@glo.texas.gov Chief Clerk Texas General Land Office Security Level: Email, Account Authentication (None)		Sent: 3/30/2017
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
In Person Signer Events		
Editor Delivery Events		
Agent Delivery Events		
Intermediary Delivery Events		
Certified Delivery Events		
Carbon Copy Events		
Sonya Patterson sonya.patterson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/27/2017
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Janette Gibreal janette.gibreal@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/27/2017
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Diane Hill-Smith diane.hill-smith@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/27/2017 Viewed: 3/27/2017
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Cynthia Hudson cynthia.hudson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/27/2017 Viewed: 3/27/2017
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Carbon Copy Events	Status	Timestamp
Shanna Starkey shanna.starkey@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/27/2017
Don Rao drao@co.jefferson.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/29/2017 Viewed: 3/29/2017
George P. Bush georgep@glo.texas.gov Commissioner, General Land Office Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Sandra Ortiz sandra.ortiz@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Debby French debby.french@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events	Timestamp	
Envelope Summary Events		
Envelope Sent	Hashed/Encrypted	3/30/2017
Payment Events	Status	Timestamps

DISTRICT ATTORNEY
COUNTY OF NEW YORK
ONE HOGAN PLACE
New York, N. Y. 10013
(212) 335-9000



CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

April 6, 2017

Dear Judge Branick,

On December 14, 2015, the New York County District Attorney's Office (DANY) and Jefferson County entered into a Grant Agreement that outlines Jefferson County's participation in DANY's Sexual Assault Kit Backlog Elimination Grant Program.

DANY is amending Article 3 in the original Agreement with Jefferson County. DANY is reducing the total grant amount from \$789,223 to \$384,371 in accordance with the adjusted budget that Jefferson County Regional Crime Laboratory submitted to DANY. This change reflects the findings from the inventory of backlogged sexual assault kits that was completed after DANY awarded funds to the agency.

All other terms and conditions of the existing Agreement shall remain in effect.

Signed,

Migdalia Veloz, Agency Chief Contracting Officer
New York County District Attorney's Office

Jeff Branick, County Judge
Jefferson County

**JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT**

Application Date: 3/31/17 Permit #: 02 -OW- 17 Precinct#: 4
 Business Name: Square Mile Energy, LLC Business Phone: 713-953-3449
 Business Address: 5841 San Luis Rd. Suite 2900, Houston TX 77057
 Local Representative: Buck Karr Local Phone: 361-550-4092
 State Permit No. (if applicable): N/A

Bond Amount: \$100,000.00 Bond #: LPM 9107607

Description of Work/Type/Location: Drilling Rig Ops. ~1700ft of
Brooks Rd, WEST of S. Major Dr.

* Also SEE Road Use Agreement Attached to
this Permit.

Description of Route: From S. Major Drive, TAKE Brooks
Rd WEST 1700 ft.

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

Signed this 31 day of March 2017.

Square Mile Energy, LLC
 Name of Company (Permittee)

JEFFERSON COUNTY

By: Chris

By: Steve Stefford
 for Director of Engineering

Chris
 Applicant's Signature

By: Kenneth Minkiro
 Precinct Supervisor

Chris McIntosh
 Applicant's Printed Name

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 04/04/17 Application Approved Yes No

If No, give reason: _____

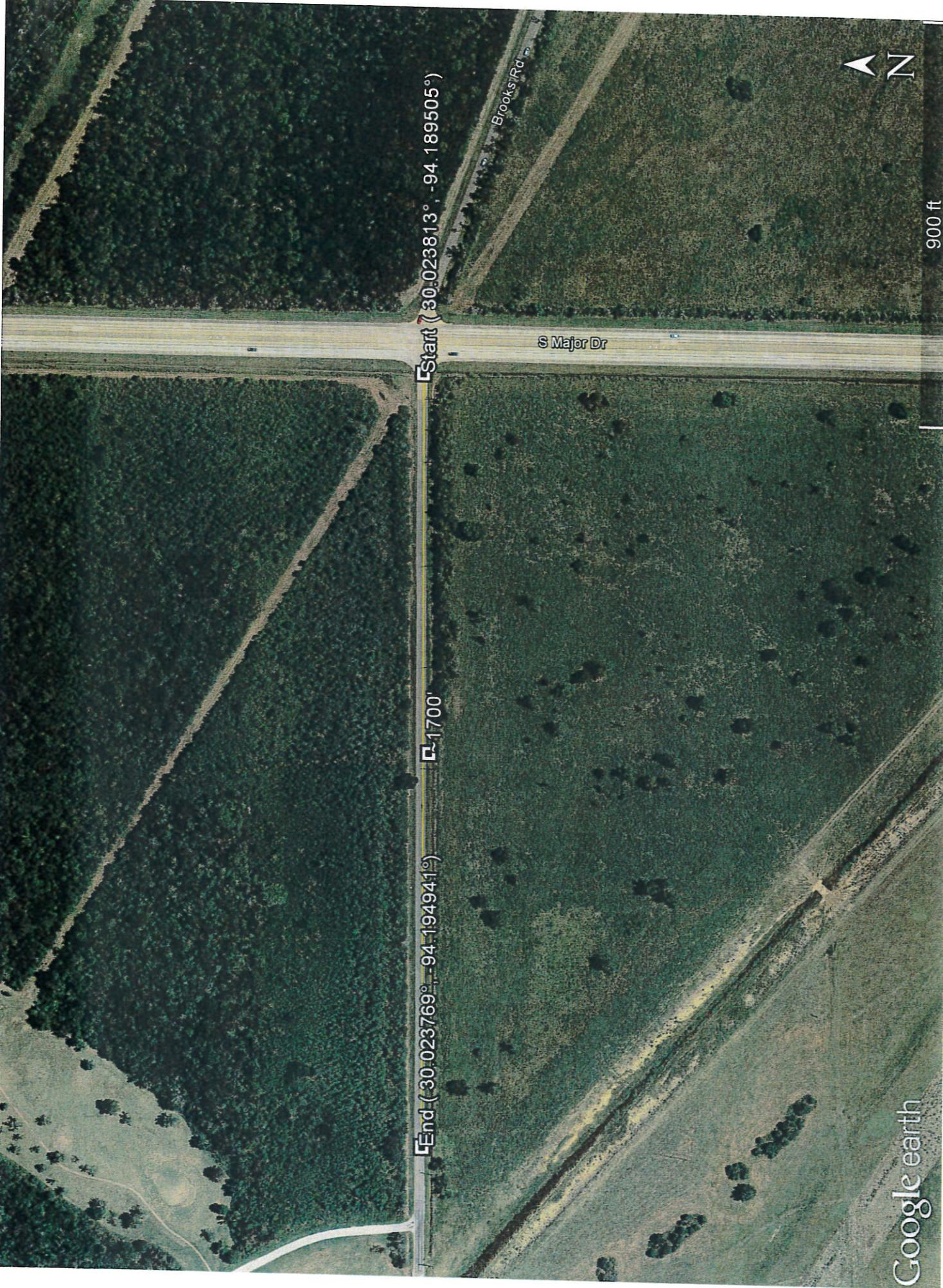
Processed By: ERNEST CLEMENT

Title: ENGINEERING SPECIALIST

Processor's Signature


ERNEST CLEMENT

Processor's Printed Name



STATE OF TEXAS

§

COUNTY OF JEFFERSON

§
§

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND *Square Mile Enrley*

WHEREAS, Square Mile Enrley (hereinafter "Company") intends to conduct drilling operations [describe operation], (hereinafter the "Project") at a site located on Brooks Road (county road name) located in Precinct No. 4; and

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: [1st road name] and County [2nd road name]:

1. County Road Brooks Rd (1700 ft);
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 Brooks Rd and County road NA 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 April 15, 2017 to a termination date of JAN 1, 2018. 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: NA] and County [2nd road name: NA] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 100,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 4 of Jefferson County, Texas before transporting any equipment on County [road name: Brooks] and County [2nd road name: NA] 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 10th day of APRIL, 2019



Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 10th day of
APRIL, 2019

Attest:



Jefferson County Clerk





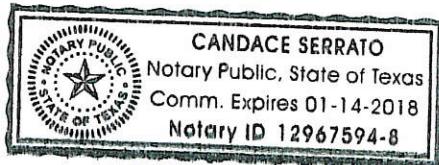
Authorized Agent for Square Mile Energy, LLC

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

2017, I, Candace Serrato, a notary public, do hereby certify that on this 31st day of March, personally appeared before me Chris McIntosh, being by me first duly sworn, declared that he is the Manager of Square Mile Energy, LLC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 31st day of March, 2017



Q. Huat

Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1st road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2nd road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

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

Foreman \$ 27 19 per hour x _____ hours = \$ _____Equipment Operator \$ 23 09 per hour x _____ hours = \$ _____Other \$ 19 52 per hour x _____ hours = \$ _____

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

Truck \$ 32 00 per hour x _____ hours = \$ _____Grader \$ 50 00 per hour x _____ hours = \$ _____Other \$ 70 00 per hour x _____ hours = \$ _____

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

Base mtl \$ 31 25 Per Ton + \$ _____ per hour x _____ hours = \$ _____Asphalt \$ 89 00 Per Ton + \$ _____ per hour x _____ hours = \$ _____Other at \$ 64 00 Per Ton + \$ _____ per hour x _____ hours = \$ _____Total for [1st road name] \$ _____*Kenneth Minkins*

Super-Heavy or Oversize Permit Bond

JEFFERSON COUNTY, TEXAS

Bond No. LPM9107607

KNOW ALL MEN BY THESE PRESENTS:

That we, Square Mile Energy, LLC _____ of
5847 San Felipe, Suite 2900, Houston, TX 77057 _____ as Principal, and the
Fidelity and Deposit Company of Maryland _____,
of 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056, as Surety, are held
and firmly bound unto Jefferson County in the penal sum of ONE HUNDRED THOUSAND
AND 00/100 (\$100,000) dollars as approved by Jefferson County Commissioner's Court, to the
payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors,
administrators, and assigns.

The condition of the above obligation is such that the said Square Mile Energy, LLC _____,
as Principal, will make payment to Jefferson County of and for any and all damages that may be
sustained to any County Road under the jurisdiction of Jefferson county by virtue of the
operation of any equipment by the said Square Mile Energy, LLC for Road Use Agreement -
Brooks Road, for which a permit is issued to operate under the state law, 623.011 and 623.012,
TRANSPORTATION CODE.

NOW, therefore, if the said Square Mile Energy, LLC _____ shall pay to Jefferson
County any and all damages that may be sustained to any County Road as above recited by
virtue of the operation of any equipment under the provisions of the law referred to above during
a period beginning with the date of this bond and ending ninety days following, then this
obligation to be null and void, otherwise to remain in full force and virtue at Law. This bond
shall not be cancelled, altered or otherwise modified without fifteen (15) days prior written
notice to Jefferson County.

Dated February 1, 2015.

Square Mile Energy, LLC
PRINCIPAL

By: Kerry J. Donnelly
(Title) President

Fidelity and Deposit Company of Maryland
SURETY

By: Vickie Lacy
Vickie Lacy, ATTORNEY IN FACT

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vickie LACY, Richard COVINGTON, Maria D. ZUNIGA, Marc W. BOOTS, P. T. OSBURN and Joseph R. AULBERT, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Eric D. Barnes
Eric D. Barnes

Assistant Secretary
Eric D. Barnes

Thomas O. McClellan

Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 17th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

DALLAS BRANCH OFFICE
15303 Dallas Parkway, Suite 800 Addison, TX 75001

RIDER

To be attached to and form a part of, Bond No. LPM9107607, issued by the Fidelity and Deposit Company of Maryland, as Surety, on behalf of, Square Mile Energy, LLC, as Principal.

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Expiration Date Amended as Follows:

From: May 1, 2015

To: February 1, 2016

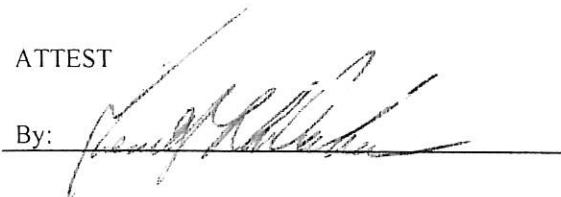
Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of February 1, 2015

Signed, sealed and dated February 1, 2015

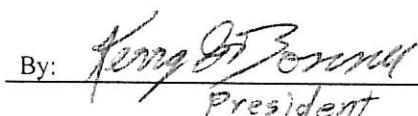
ATTEST

By:



PRINCIPAL

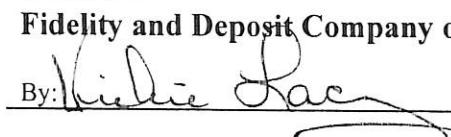
By:


President

SURETY

Fidelity and Deposit Company of Maryland

By:



Vickie Lacy, Attorney-in-Fact

J1123

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vickie LACY, Richard COVINGTON, Maria D. ZUNIGA, Marc W. BOOTS, P. T. OSBURN and Joseph R. AULBERT, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Eric D. Barnes

Assistant Secretary
Eric D. Barnes

Thomas O. McClellan

Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 17th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Monday, April 03, 2017 8:45 AM
To: 'Commissioner Arnold'
Cc: Don Rao (drao@co.jefferson.tx.us); 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Commissioner Alfred'; 'Judge Branick'; 'Jody Jannise'; 'Mike Trahan'; 'Mark Redwine'; 'Kenneth Minkins'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us)
Subject: Minor Plat of Called 1.3328 Acres and Called Lots 21 & 22 Gober Acres Third Addition into Andrepon Acres
Attachments: Minor Plat Andrepon Acres.pdf

Commissioner Arnold ,

Attached is a PDF of a Minor Plat of Called 1.3328 Acres and Called Lots 21 & 22 Gober Acres Third Addition into Andrepon Acres, located off of Florida Avenue in Precinct #1. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, April 10, 2017.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER**

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

**Edward J. Cockrell, Sr.,
Chief Probation Officer**

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Loma George
County Judge's Office

From: Edward J. Cockrell, Sr *2c*
Chief Juvenile Probation Officer

Date: April 6, 2017

Re: Commissioner's Court Agenda

Please place the following item on the Commissioner's Court Agenda for April 10, 2017.

Juvenile Probation

Receive and File the Jefferson County Juvenile Board's Inspection and Certification of the Juvenile Detention Facilities at the Minnie Rogers Juvenile Justice Center as per Title 3, Texas Family Code, Section 51.12(c).



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER**

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

**Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer**

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

March 27, 2017

Honorable Commissioners' Court
Jefferson County Courthouse
Beaumont, Texas 77701

Re: Jefferson County Juvenile Detention Facility

Gentlemen:

We, the undersigned, being the membership of the Jefferson County Juvenile board, did, on the 27th day of March, 2017, personally inspect the detention facilities of the Jefferson County Detention Facility at 5326 Highway 69 South, Beaumont, Texas and do hereby certify as to the following:

1. That said facilities, in accordance with Title 3, Texas Family Code, Section 51.12(c), are suitable for detaining forty-eight (48) juveniles (capacity);
2. That the facilities are operated in accordance with Standards for Juvenile Detention Facilities, as promulgated by the Texas Juvenile Justice Department;
3. That said Board has reviewed the Annual Report as prepared by the facility Administration and;
4. That said facilities are now certified by the Board for 365 days.

Respectfully Submitted,

Jefferson County Juvenile Board



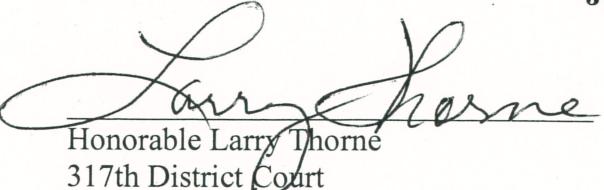
**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER**

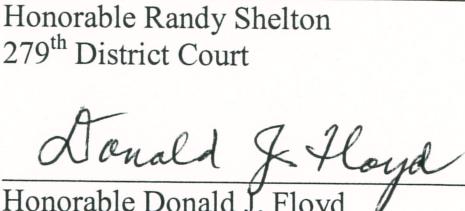
5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

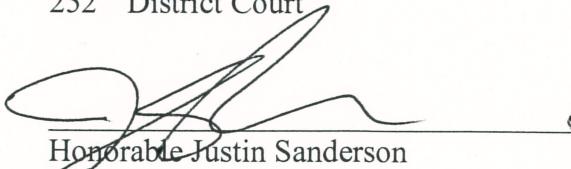
**Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer**

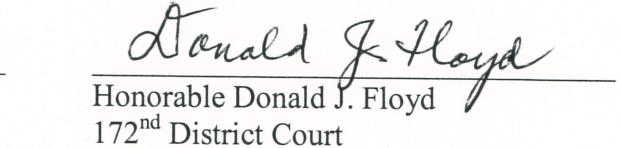
900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

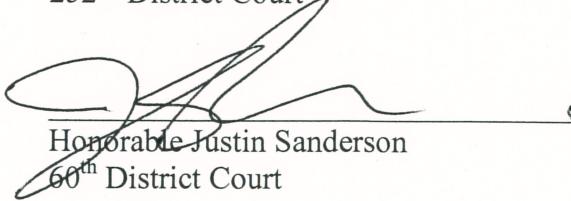
Juvenile Board


Honorable Larry Thorne
317th District Court

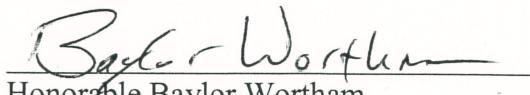

Honorable Randy Shelton
279th District Court

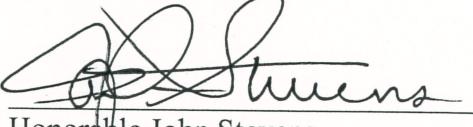

Honorable Raquel West
252nd District Court

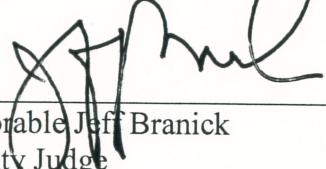

Honorable Donald J. Floyd
172nd District Court


Honorable Justin Sanderson
60th District Court


Honorable Kent Walston
58th District Court


Honorable Baylor Wortham
136th District Court


Honorable John Stevens
Criminal District Court


Honorable Jeff Branick
County Judge



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

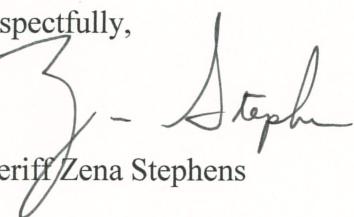
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March 29, 2017

To: Commissioners Court

Michael Spector of Beaumont donated a check to the Sheriff's Office for \$250.00. He stated in the memo of the check he would like the amount to be used for Community Outreach. Community outreach is part of the Sheriff's Community Relations Division. These funds would be used to give back to the community through education and community events. The Sheriff's Office would like the Court to approve this donation for the use in our Community Relations Division.

Respectfully,



Sheriff Zena Stephens

Regular, April 10, 2017

There being no further business to come before the Court at this time,
same is now here adjourned on this date, April 10, 2017