

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 31<sup>st</sup> day of August, 2015 at 10:00 a.m., in the Courtroom of the Navarro County Annex Building at 601 North 13<sup>th</sup> Street in Corsicana, Texas. Presiding Judge HM Davenport, Jr. Commissioners present Jason Grant, Dick Martin, David Warren and James Olsen.

1. 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
Carried unanimously
2. Opening prayer by Comm. Grant
3. Pledge of Allegiance
4. Swearing in of Gail Smith as Navarro County Tax Assessor Collector  
**TO WIT PG 1481**
5. Motion to approve accepting donation of services valued in the amount of \$2,600 from Orkin for Termite Services in the Basement of the Courthouse by Comm. Grant sec by Comm. Martin  
**TO WIT PG 1482**  
Carried unanimously
6. Motion to approve for Economically Disadvantage County Application for TxDot Projects by Comm. Martin sec by Comm. Warren **TO WIT PG 1483-1486**  
Carried unanimously
7. No action taken on to approve budget transfer in the amount of \$3,100 from Part-time (101-492-114) to Operating Equipment (101-497-320)
8. Motion to approve to sell up to 150 rolls of surplus Navarro County Farm Hay with a 10 roll minimum at \$40.00 a bale by Comm. Olsen sec by Comm. Warren  
Carried unanimously
9. Motion to approve a 1998 Massey Ferguson 240 S/N-G29522 as surplus by Comm. Grant sec by Comm. Martin  
Carried unanimously
10. Motion to adjourn by Comm. Martin sec by Comm. Warren  
Carried unanimously

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR AUGUST 31<sup>ST</sup>, 2015.

SIGNED 31<sup>ST</sup> DAY OF AUGUST 2015.

Sherry Dowd  
SHERRY DOWD, COUNTY CLERK



1481

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, GAIL SMITH, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of TAX ASSESSOR/COLLECTOR of HAVARRO County, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Gail Smith  
Affiant

SWORN TO and subscribed before me by affiant on this 31<sup>ST</sup> day of AUGUST, 2015.

(Seal)

H. M. Davenport, Jr.  
Signature of Person Administering Oath  
H. M. DAVENTPORT, Jr.  
Printed Name  
HAVARRO County Judge  
Title

#6

1482



**JMSS, LLC d/b/a Orkin**  
**An Independent Franchise of Orkin Systems, Inc.**  
~~Residential Single Family Dwelling~~ *W.H.*  
**10-YEAR SUBTERRANEAN TERMITE RETREATMENT AGREEMENT**  
*(Does Not Cover Formosan Termites)*

GRID#

*Courthouse*  
 Customer Nalvarro County Date 8-27-15

Street Address (Treated Premises) 300 W. 1<sup>st</sup>

City Corsicana State TX Zip Code 75110

Home Phone 903-654-5000 Email Address \_\_\_\_\_  
 County Name Nalvarro Is this within the City Limits?  Yes  No

TYPE OF TREATMENT:  FULL  PARTIAL  SPOT

METHOD OF PAYMENT:  FINANCED - See Separate Finance Agreement  
 CASH - BALANCE DUE UPON COMPLETION OF WORK

DOWN PAYMENT MADE BY  CHECK # \_\_\_\_\_  CASH

CREDIT CARD TYPE \_\_\_\_\_ EXP DATE \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

Billing Name (if different)

Billing Address (if different)

City State Zip Code

1. Service Purchased:	
a. Initial Treatment Cost	\$ 0
b. Minus Adjustments	\$ 0
c. Additional Renewal for _____ Years	\$ /
Subtotal (sum a - b + c)	\$ 0
2. Other Items:	
a. Sales Taxes	\$ 0
b. Other Fees	\$ 0
Subtotal (sum a + b)	\$ 0
3. TOTAL: Cash Price (sum 1 + 2)	\$ /
4. LESS: Cash Down Payment	\$ /
5. Unpaid Balance of Cash Price (3 minus 4)	\$ /

Orkin shall treat customer's structure for Subterranean Termites using the treatment specified in the Inspection/Treating Report for:  
 prevention  presumption evidence  control of Subterranean Termites

Customer shall receive the following Guarantee after the service is performed.  
**10-YEAR LIMITED RENEWABLE SUBTERRANEAN TERMITE RETREATMENT GUARANTEE (3C):** Orkin will retreat the structure for Subterranean Termites at no cost to Customer if an infestation of Subterranean Termites is found and all payments including annual renewal payments are current. This guarantee may be renewed from year to year for a period which shall not exceed ten (10) years from the date of the original treatment. This guarantee does not cover any damage to the structure or contents. Customer agrees to maintain the treated structure free from any condition conducive to termite infestation, including but not limited to moisture, roof leaks, improper ventilation or faulty plumbing. Customer agrees to keep foam insulation, stucco construction, Styrofoam molded foundation systems, siding (including vinyl, wood, and metal), which permit hidden termite entry, at least 6 inches from contact with the ground. Customer agrees to keep firewood, trash, lumber, wood, mulch, and protective ground covering, which permit hidden termite entry, from touching the structure. The existence of any of these conditions shall void the retreatment guarantee. In the event the premises are structurally modified or altered, or if soil is removed or added around the foundation, Customer will notify Orkin in writing prior to such addition or alteration and will purchase the additional treatment required by the changes. Failure to do so will void the retreatment guarantee. **ORKIN IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES ORKIN FROM ANY CLAIMS FOR TERMITE DAMAGE OR REPAIR.**

**CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT GUARANTEE:** Customer agrees to maintain the treated structure free from any condition conducive to termite infestation, including but not limited to moisture, roof leaks, improper ventilation or faulty plumbing. Customer agrees to keep foam insulation, stucco construction, Styrofoam molded foundation systems, siding (including vinyl, wood, and metal), which permit hidden termite entry, at least 6 inches from contact with the ground. Customer agrees to keep firewood, trash, lumber, wood, mulch, and protective ground covering, which permit hidden termite entry, from touching the structure. Customer must make structure accessible for original treatment and retreatment which may include the removing of floor covering, wall covering, and fixtures. In the event the premises are structurally modified or altered, or if soil is removed or added around the foundation, Customer will notify Orkin in writing prior to such addition or alteration and will purchase the additional treatment required by the changes. Customer shall allow Orkin to make periodic inspections for Subterranean Termites.

Customer waives and releases Orkin from any liability, including treatment or retreatment, caused by an infestation of Formosan Termites, Drywood Termites, Boring Beetles, Wood Decay Fungus or other Wood Destroying Insects.

**RENEWAL:** Customer shall pay an annual renewal fee of \_\_\_\_\_ Subject to annual increase.  
**REINSPECTION:** Orkin shall reinspect the treatment structure as deemed necessary by Orkin or requested by Customer. Annual inspection will be made by Orkin if required by applicable State law or regulations.

**TRANSFER:** This Agreement may be transferred to a subsequent owner as a retreatment only guarantee upon payment of a transfer fee, receipt of the Wood Destroying Organism Report and written approval by Orkin.

**CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**

**ARBITRATION:** ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR TORT BASED CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY SHALL BE FINALLY RESOLVED BY ARBITRATION ADMINISTERED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THIS AGREEMENT INVOLVES INTERSTATE COMMERCE; FURTHERMORE: THE PARTIES EXPRESSLY AGREE THAT THEIR MUTUAL RIGHTS AND OBLIGATIONS AND THE CONDUCT OF ANY ARBITRATION PROCEEDING SHALL BE CONTROLLED BY THE FEDERAL ARBITRATION ACT. THE AWARD OF THE ARBITRATOR SHALL BE FINAL, BINDING, NON-APPEALABLE AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. THE ARBITRATOR SHALL NOT HAVE THE POWER OR AUTHORITY TO AWARD EXEMPLARY, TREBLE, LIQUIDATED OR ANY TYPE OF PUNITIVE DAMAGES.

**Agreement:** This Agreement and the attached Inspection/Treating Report shall be the entire Agreement between Customer and Orkin. The terms of the guarantee stated above may not be amended or altered unless a written change is approved and signed by a Corporate Officer of JMSS, LLC d/b/a Orkin. If any portion of this agreement is found to be invalid, it shall not affect the validity of any other part of this Agreement.

**FORCE MAJEURE (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled if Orkin can not perform its responsibilities because of acts of war, strikes, failure of supplies from ordinary sources and Acts of God, including, earthquakes, storms, fires and floods, or if a natural occurrence, such as storms, floods, fires substantially alters or destroys the effectiveness or Orkin's treatment.

**TERMINATION:** Orkin may terminate this Agreement, including the Guarantee, if Customer does not meet its payment obligations or customer obligations, or in the event of a change in state or federal law that substantially affects Orkin's obligations under this Agreement.

**MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT FOR SUBTERRANEAN TERMITES, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND PREPAID RENEWALS IF CUSTOMER CONTACTS ORKIN IN WRITING WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID RENEWALS WILL RESULT IN CANCELLATION OF THE SUBTERRANEAN TERMITE AGREEMENT AND GUARANTEE.**

JMSS, LLC d/b/a Orkin

William Moran 0560735  
 Inspector Name (Print) Employee ID# or Certification #

1-888-881-7752  
 Branch Telephone Number

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

1725 S. Hwy 287  
 Branch Street Address

Corsicana TX 75110  
 City State Zip Code

Branch Manager's Signature

Customer's Signature



**AFFIDAVIT**

The State of Texas,  
County of \_\_\_\_\_

Before me, \_\_\_\_\_, a notary public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who being by me duly sworn, upon oath says:

I, \_\_\_\_\_, representing the city / county of \_\_\_\_\_, having been duly elected on \_\_\_\_\_ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me, by the said \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to certify which witness my hand and seal of office.

My commission expires \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Official Signature

\_\_\_\_\_  
Printed or stamped name of Notary





1484

## Instructions for Completing the Excel Project Information Sheet

“use tab function to move about the page”

- County:** Enter the county in which the project is located.
- Applicant:** Enter the local government that is applying for the program. This would be County name or City name within that county.
- Contact information:** Enter the name, telephone, and complete address for a person that may be contacted for additional information concerning the applicant, the project or the application.
- Economic Development Sales Tax:** Circle “yes” or “no” as appropriate if the applicant has or has not instituted an economic development sales tax. (additional percentage may be given)
- Population:** Enter the applicant’s population, if the applicant is a city. (additional percentage may be given)
- Project information:** UTP Priority Status - Enter the status of the project as stated in TxDOT’s Unified Transportation Program. (use pull down menu)  
CSJ - Enter the project’s control section-job number.  
Estimated Letting Date - Enter the project’s estimated letting date.
- Location & Limits:** Enter the project’s location and the limits of the project. Circle “Yes” or “No” to confirm on-system or off-system.
- Project Scope:** Briefly discuss the purpose of the project.
- Adjustment Rationale:** Enter a brief statement addressing the need for an adjustment to the local match requirement.
- Total Adjustment:** Enter county adjustment rate as approved by Texas Transportation Commission. An adjustment cannot exceed 95 percent in total (including percentage points for economic development sales tax) or be less than 15 percent

### Anticipated Project Cost Breakdown

1. Project Component - Enter the project component(s) for which an adjustment to the local match requirement is requested. The four common components are preliminary engineering; construction and construction engineering costs; right of way; and eligible utilities.  
(use pull down menu)

Anticipated Project Cost Breakdown Continued

2. Est. Total Cost - Enter the estimated total costs for each of the listed project components.
3. Local Participation - Enter the required local match ratio for each of the listed project components. (use pull down menu)
4. Est. Required Local Match - This field will automatically calculate required local match.
5. Local Participation After Adjustment - This field will automatically calculate required local match after adjustment. (make sure adjustment rate field is populated)

Approved By: Signature of the District Engineer is required for approval.

Date: Date of when approved



### ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY \_\_\_\_\_ APPLICANT \_\_\_\_\_

District Contact Information

NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

\* If the project is an "OFF SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?  
(Circle as appropriate) YES or NO

\* If the applicant is a CITY within an eligible county, please answer the two following questions:  
# 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO  
# 2 Population ( 2010 Census)? \_\_\_\_\_

PROJECT INFORMATION

UTP PRIORITY STATUS:	
CSJ:	
ESTIMATED LETTING DATE	

On System? ( Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT SCOPE - Give type of work.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADJUSTMENT RATIONAL - Give reason why the adjustment is needed.

#### ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT:  

1.	2.	3.	4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)	Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>		<b>\$0</b>	<b>\$0</b>

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_