

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 11TH DAY OF APRIL, 2011 AT 10:00 A.M., IN THE COUNTY COURTROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, DAVID WARREN, AND JAMES OLSEN

1. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER MARTIN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

CONSENT AGENDA

- MOTION TO APPROVE CONSENT AGENDA 5-12 BY HERRINGTON SEC
BY OLSEN
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE MINUTES FROM THE PREVIOUS MEETINGS OF
MARCH 28TH, 2011
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR, INCLUDING CURRENT BILLS, AND PAYROLL
(PAID 03/31/2011)
7. MOTION TO APPROVE CERTIFYING UNBUDGETED REVENUE
RECEIVED BY THE GENERAL FUND FROM TECHNOLOGY FUNDS
HELD IN TRUST PURSUANT TO LOCAL GOVERNMENT CODE 111.07075
TO WIT PG 201
8. MOTION TO APPROVE SPECIAL BUDGET AMENDMENT IN
ACCORDANCE WITH LOCAL GOVERNMENT CODE 111.07075 DUE TO
RECEIPT UNBUDGETED FUNDS **TO WIT PG 202**
9. MOTION TO APPROVE BUDGET ADJUSTMENT TO TRANSFER FUNDS
FOR INDIGENT HEALTH SOLUTIONS SOFTWARE MAINTENANCE IN
THE AMOUNT OF \$5,365 FROM INDIGENT HEALTH CARE LINE ITEM
101-630-459 TO JAIL HEALTH CARE LINE ITEM 101-512-469

10. MOTION TO APPROVE THE MINUTES OF MARCH 3, 2011 PLANNING AND ZONING MEETING **TO WIT PG 203**
11. MOTION TO APPROVE SPECIAL USE PERMIT FOR FRANCISCO AVILA TO MOVE A USED MANUFACTURED HOME TO TRACT 4D-A IN ABSTRACT 17, PROPERTY IS LOCATED OFF OF SECR 0070
12. MOTION TO APPROVE A VARIANCE FOR LOT 7 OF CREEKSIDE LANDING FOR DENNIS DUMBAULD, REQUEST IS TO BUILD BEHIND THE BUILDING SET BACK LINE DUE TO LOT GEOMETRICAL ISSUES

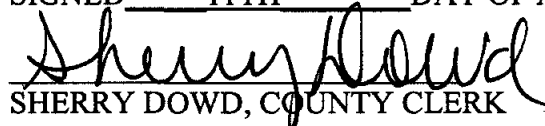
REGULAR AGENDA

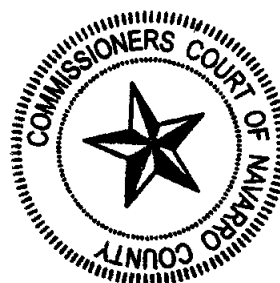
13. BURN BAN-NO ACTION TAKEN
14. MOTION TO APPROVE NEW TECHNOLOGY SYSTEM FOR JUSTICE OF THE PEACE COURT BY MARTIN SEC BY WARREN **TO WIT PG 204**
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE REVISING INFORMATION TECHNOLOGY POLICY, TOMMY PRYOR BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED **TO WIT PG205-209**
16. MOTION TO APPROVE THE RECONSTRUCTION OF 1.7 MILES BY 8 FT. WESTSIDE OF SECR 1090, BETWEEN SECR 1080 AND THE CITY OF NAVARRO BY CONTRACTOR PERFORMANCE EQUIPMENT SERVICES OF SAN ANTONIO TEXAS BY WARREN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE AMENDMENT NO.1 TO THE AGREEMENT BY AND BETWEEN THE COMPTROLLER OF PUBLIC ACCOUNTS AND THE COUNTY OF NAVARRO FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) BY MARTIN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED **TO WIT PG 210-212**
18. MOTION TO APPROVE AUTHORIZING COUNTY AUDITOR TO ISSUE A REQUEST FOR PROPOSALS FOR AN ENERGY EFFICIENT ROOF FOR THE JUSTICE CENTER TO BE PAID FOR BY THE EECBG BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

19. MOTION TO APPROVE PROPOSAL BY ORKIN FOR 10-YEAR
SUBTERRANEAN TERMITE RETREATMENT BY HERRINGTON
SEC BY MARTIN **TO WIT PG 213-214**
ALL VOTED AYE MOTION CARRIED
20. MOTION TO APPROVE APPOINTING COUNTY TREASURER, COUNTY
AUDITOR, COUNTY JUDGE AND COUNTY COMMISSIONER DICK
MARTIN TO REVIEW PROPOSALS AND RECOMMEND DEPOSITORY
BANK FOR THE DEPOSIT OF THE COUNTY'S FUNDS BY HERRINGTON
SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
21. MOTION TO APPROVE THE UPGRADING OF TWO BRIDGES IN THE
DAWSON AREA, A 60 FT. BRIDGE ON SWCR 3150 AND 40 FT. BRIDGE
ON SWCR TO BE UPGRADED BY NEYLAND BRIDGE COMPANY BY
WARREN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
22. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS
GOVERNMENT CODE SECTION 551.071 TO DISCUSS
PENDING/ANTICIPATED LITIGATION BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
- MOTION TO COME OUT OF EXECUTIVE SESSION BY OLSEN SEC BY
WARREN
ALL VOTED AYE MOTION CARRIED
23. MOTION TO APPROVE ACTION TAKEN ON EXECUTIVE SESSION
PURSUANT TO TEXAS GOVERNMENT COE SECTION 551.071 TO
DISUCSS PENDING/ANTICIPATED LITIGATION TO PRECEED WITH
FILING SUIT ON HANS OTTO BY JUDGE DAVENPORT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
24. MOTION TO ADJOURN BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE
FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE
COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR APRIL 11TH,
2011.

SIGNED 11TH DAY OF APRIL 2011.


SHERRY DOWD, COUNTY CLERK





NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672
E-mail: khollomon@navarrocounty.org

Terri Gillen, First Assistant
Junebe Beard, Internal Auditor
Jeannie Keeney, Assistant
Ann Tanner, Assistant
Julie Jennings, Assistant
Natalie Robinson, Assistant

Kathy B. Hollomon, CPA
County Auditor

Phone: (903) 654-3095 Fax: (903) 654-3097

April 11, 2011

To: H. M. Davenport, County Judge
Kit Herrington, Commissioner Pct 1
Dick Martin, Commissioner Pct 2
David Warren, Commissioner Pct 3
James Olsen, Commissioner Pct 4

RE: Certification of additional Revenue

Judge and Commissioners,
Pursuant to Local Government Code 111.0706 - Special Budget for Grant or Aid Money; 111.0707 - Special Budget for Revenue from Intergovernmental Contracts; 111.07075 - Special Budget for Revenue Received After Start of Fiscal Year; or 111.0708 - Special Budget for Revenue Received After Start of Fiscal Year,

"The county auditor....shall certify to the commissioners court the receipt of All public or private grant aid money, or all revenue from intergovernmental contracts or, Revenue from a new source not anticipated before the adoption of the budget that is available for disbursement in a fiscal year, but not include in the budget for that fiscal year."

On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose."

I, Kathy Hollomon, Navarro County Auditor, CERTIFY to the Navarro County Commissioners Court of the receipt of ADDITIONAL REVENUES from -public or private aid money- intergovernmental contracts- new source not anticipated before the adoption of the budget- which was not included in the Navarro County Revenue Estimates in the adopted budget for 2010 – 2011.

**The amount and source of the certified additional funds are as follows-
Amount: \$ 30,000.00 Source: Technology Funds held in Trust for Sheriff's Office**

Sincerely,

Kathy B. Hollomon, CPA
Navarro County Auditor

SPECIAL BUDGET

**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.07075**

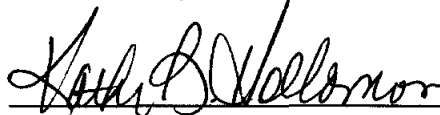
Fund- Department – Account	Description	Current Budget	Requested Increase	Amended Budget
2011-101-380-512	Jail Technology Grant	\$ 0.00	\$30,000.00	\$ 30,000.00
2011-101-560-320	Operating Equipment	\$ 79,100.00	\$30,000.00	\$109,100.00

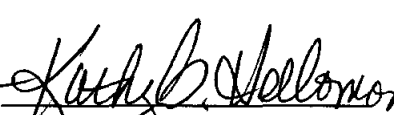
This budget amendment is needed to and increase the line item for anticipated technology purchases to be paid from funds that have been held in trust for technology purchases and upgrades

Submitted by:

Revenue Certified by:

Approved by Commissioners Court:







**Kathy B. Hollomon
Navarro County Auditor**

**Kathy B. Hollomon
Navarro County Auditor**

**H. M. Davenport Jr.
Navarro County Judge**

Date: 4/7/11

Date: 4/7/11

Date: 4-11-11

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NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director
Becky Garrett - Addressing
Stanley Young - Environmental Services
Robert Gray - Environmental Services

300 West Third Avenue
Suite 16
Corsicana, TX 75110-4672

pseely@navarrocounty.org

Phone: (903) 875-3312

Fax: (903) 875-3314

PLANNING AND ZONING COMMISSION MINUTES

March 3, 2011

5:00 P.M.

The meeting was called to order with seven members present. The roll was called and the attendance was as follows:

Chairman Jacobson – present
Scott Watkins – present
Carroll Sigman – absent
Vicki Farmer – absent
Dennis Bancroft – absent
Charles Irvine – present
Eben Dale Stover – absent

Vice Chairman Moe –present
Conrad Newton – present
Wayne McGuire - absent
Bill Spae – absent
Dolores Baldwin – absent
Caleb Jackson – present
Jeff Smith - present

Item #2 on the agenda was consideration of the minutes of the January 6, 2011 Planning and Zoning meeting. Motion to approve by Commissioner Newton, second by Commissioner Jackson, all voted aye.

Item #3 on the agenda was consideration of a replat of The Shores Phase I lots 18 & 19 by Gloria Shaw, motion to approve by Commissioner Moe, second by Commissioner Irvine, all voted aye.

Item #4 on the agenda was consideration of a replat of White Rock lots 25 & 26 by Keith Davis, motion to approve by Commissioner Newton, second by Commissioner Watkins, all voted aye.

Item #5 on the agenda was consideration of a replat of Plettenberg Bay lot 12E by Walt Stoddard, motion to approve contingent upon verifying that Walt Stoddard owns all properties included in the replat and otherwise conforms to the County's platting requirements by Commissioner Moe, second by Commissioner Watkins, all voted aye.

Adjourn.

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RFWCMS Service Item	Phase 01	Monthly	Quarterly	Annually
DPS Ticket Data Interface & Ticket Docketing System		\$ 1,000.00	\$ 3,000.00	\$ 12,000.00
	SUB TOTAL	\$ 1,000.00	\$ 3,000.00	\$ 12,000.00
RFWCMS Service Item	Phase 01	Monthly	Quarterly	Annually
Juvenile Docketing System		\$ 800.00	\$ 2,400.00	\$ 9,600.00
	SUB TOTAL	\$ 800.00	\$ 2,400.00	\$ 9,600.00
RFWCMS Service Item	Phase 01	Monthly	Quarterly	Annually
Civil and Non-Traffic Misdemeanor Docketing System		\$ 800.00	\$ 2,400.00	\$ 9,600.00
	SUB TOTAL	\$ 800.00	\$ 2,400.00	\$ 9,600.00
RFWCMS Service Item	Phase 01	Monthly	Quarterly	Annually
Other magistrate Duties Docketing System		\$ 800.00	\$ 2,400.00	\$ 9,600.00
	SUB TOTAL	\$ 800.00	\$ 2,400.00	\$ 9,600.00
RFWCMS Service Item	Phase 01	Monthly	Quarterly	Annually
Ticket and Juvenile Data Interface (other county agencies), Precinct 1, 2, 3 and 4		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
	TOTAL	\$ 3,400.00	\$ 10,200.00	\$ 40,800.00

Current cost is 30,888 out of general fund We will supplement the additional \$9912 out of technology

#14

Phase 02		
RFWCMS OneTime Costs		
Installation & Configuration	2 days	\$ 3,790.00
Training	4 days	\$ 7,580.00
	TOTAL	\$ 11,370.00
Phase 03		
RFWCMS OneTime Costs		
Installation & Configuration	1 day	\$ 1,895.00
Training	2 days	\$ 3,790.00
	TOTAL	\$ 5,685.00
Phase 04		
RFWCMS OneTime Costs		
Installation & Configuration	1 day	\$ 1,895.00
Training	2 days	\$ 3,790.00
	TOTAL	\$ 5,685.00
Phase 05		
RFWCMS OneTime Costs		
Conversion of existing court system data		TBD
should be absolutley no more than 10,000		

Total start up cost \$38,425 out of technology

#15

Navarro County
Internet and Information Systems
Acceptable Use
Policy

INTRODUCTION

Navarro County Acceptable Use Policy specifies policy for the use of information resources and information Systems systems. Enforcement of this acceptable use policy is consistent with the policies and procedures of this organization.

Being informed is a shared responsibility for all users of Navarro County information systems. Being informed means, for example:

- Knowing these acceptable use policies and other related rules and policies,
- Knowing how to protect your data and data that you are responsible for,
- Knowing how to use shared resources without damaging them,
- Knowing how to keep current with software updates,
- Knowing how to report a virus warning, a hoax, or other suspicious activity
- Participating in training, and
- Knowing that this policy will change, out of necessity, because technology changes rapidly. Navarro County government's goal is to keep up with these changes in order to provide the level of service Navarro County residents deserve.

POLICY

Compliance with this policy is mandatory for all officials, employees and contractors of this organization. This policy applies to all Navarro County information, computer systems and data that are used for official Navarro County business regardless of its location.

I. Authorized Use

Users must **not** use other users' passwords, user ids, or accounts, attempt to capture or guess other users' passwords. Users are also restricted from using business equipment for personal use, without authorization from Navarro County. Users must not hide their identity for malicious purposes or assume the identity of another user.

II. Privacy

User files may be subject to access by authorized employees of Navarro County during the course of official business. Accordingly, users should have no expectation of privacy and their activity may be monitored. The Information Systems Department will conduct periodic audits of all Navarro County's computers to insure that Navarro County is in compliance with all software licenses. During the audit, Information Systems will search

for computer viruses, spyware, games, and personal software and eliminate any that are found.

III. Restricted Access

Users must not attempt to access restricted files or portions of operating systems, security systems, or administrative systems to which they have not been given authorization. Accordingly, users must not access without authorization: email, data, programs, or information protected under state and federal laws. Users must not release another person's *restricted information*.

IV. Proper Use of Resources

Users should recognize that computing resources are limited and user activities may have an impact on the entire network. Users must **not**:

- misuse email
- spread email widely (chain letter) and without good purpose ("spamming") or flood an individual, group, or system with numerous or large email messages ("bombing")
- install software and/or hardware. This includes but is not limited to screen savers and screen backgrounds. Only the Information Systems Department is authorized to install software and/or hardware. The Information Systems Department will conduct periodic audits of all Navarro County's computers to insure Navarro County is in compliance with all software licenses. During the audit, Information Systems will search for computer viruses, spyware, games, and personal software and **eliminate** any that are found.
- **use streaming audio, video or real time applications such as weather monitoring or Internet radio.**
- **divulge any password(s) to other users.** Any user that is caught sharing his/her password with another user will be subject to departmental disciplinary action.
- install games on any County owned system. Information Systems is permitted to remove all games found without notice.
- use County software for personal non-County purposes, profit, entertainment, or violation of local, state, and/or federal laws.

V. Protecting Information and Shared Resources

Users must:

- Use Google Email, 'navarrocounty.org', for any and all email that pertains to official business of Navarro County. Read, unread, and sent email messages are retained automatically by the email system. Deleted items are not retained in any way. Backups of the email system are automatically performed daily by Google. Employee's email addresses will consist of the initial of the first name plus the last name

@navarrocounty.org. For example: John Citizen would be jcitizen@navarrocounty.org. Unless otherwise approved by the Information Technology Department. All messages or files created, sent, retrieved or downloaded over the Navarro County's email/internet system are the property of Navarro County. With the exception of information made confidential by State statute, Navarro County reserves the right to access and monitor all messages and files on the County's email/internet system. **Do not assume electronic communications are private and do not transmit highly confidential data using this medium without appropriate protection.** All electronic and telephonic communications systems and all information transmitted by, received from, or stored in these systems are the property of Navarro County. County employees and other users of the County's electronic and telephonic communications systems have no expectation of privacy or any personal privacy in connection with the use of these systems, or with the transmission, receipt, or storage of information in these systems.

- Elected officials and department heads have the authority to request the Information Technology Department to inspect the contents of any equipment, files, calendars, or email of their subordinates in the normal course of the managerial responsibilities. Reasons for review include, but are not limited to, system hardware or software problems, general system failure, regular system maintenance, a lawsuit against Navarro County, suspicion of a crime or violation of policy, review of employee work, and need to perform work, or to provide a service.
- All email documents and accounts are subject to Public Records Law unless otherwise exempt. Users shall comply with public retention laws and rules.
- Release of electronic records pursuant to a request for public information is governed by Chapter 552, Texas Government Code. A request for public information must be in writing. Should you have a question about a particular request received in your department, contact the District Attorney's Office as soon as possible.
- All communications sent electronically by employees via Navarro County's internet service and/or email must comply with this and other Navarro County policies and may not disclose any confidential or proprietary County information

Follow established procedures for protecting files, including managing passwords, using *encryption* Systems, and storing back-up copies of files.

- **Protect the physical and electronic integrity of equipment, networks, software, and accounts on any equipment that is used for Navarro County business in any location.**
- **log into system using his/her user id/password. Any user that is caught sharing his/her user id/password with another user or attempting to log into the system with another user's id/password will be subject to departmental disciplinary action.**
- **Visit *only* business related websites. Social networking websites are business related *only* if you maintain a page for your department.**

- Open email from known senders and/or email that does not appear suspicious.
- Take all precautions to not introduce worms or viruses or other malicious code into the system nor disable protective measures ie: antivirus, spyware firewalls.
- Send **only** data that is not restricted or confidential over the Internet or off your *locally managed network* unless appropriately encrypted and approved by your immediate supervisor and/or the Information Systems Department.
- Connect **only** authorized equipment or media, which includes but is not limited to: laptops, flash drives, removable drives, wireless access points, pdas, and mp3 players. Only the Information Systems Department may authorize the installation of equipment and/or media.

VI. Civility

Users must not harass other users using computer resources, or make repeated unwelcome contacts with other users. Users must not display material that is inappropriate in an office environment or material that is not consistent with Navarro County policies.

VII. Applicable Laws

Users must obey local, state, and federal laws including laws on copyright and other intellectual property laws.

Navarro County does not condone the illegal duplication of software and will not tolerate it. A Navarro County employee, who makes, acquires, or uses unauthorized copies of software may be disciplined in addition to having liability for civil and criminal penalties. According to U.S. Copyright Law, illegal reproduction of software is subject to civil penalties of as much as US\$150,000 for each title infringed and criminal penalties of as much as US\$250,000 for each title infringed together with imprisonment of up to five (5) years.

PENAL CODE

Penal Codes, Chapter 33 "Computer Crimes". Section 33.02 (B) states the following:

- (A.) A person commits an offense if the person knowingly accesses a computer, computer network, or computer system without the effective consent of the owner.

- (B.) A person commits an offense if the person intentionally or knowingly gives password, identifying code, personal identification number, debit *card* number, bank *account* number *or* other confidential information about a computer security system to another person without the effective consent of the person employing the computer security system to restrict access to a computer, computer network, computer system or data.
- (C.) An offense under this section is a Class A misdemeanor unless the actor's intent is to obtain a benefit or defraud or harm another. In which event the offense is:
 - 1.) A state jail felony if the value of the benefit or the amount of the loss or harm is less than \$20,000; or
 - 2.) A felony of the third degree if the value of the benefit or the amount of the loss or harm is \$20,000 or more.
- (D.) A person who is subject to prosecution under this section and any other section of this code may be prosecuted under either or both section.

I have read the Navarro County Acceptable Use Policy and agree to abide by it.

Employee Name

Department Name

Employee Signature

Date

AMENDMENT NO. 1
TO THE
AGREEMENT
BY AND BETWEEN
THE COMPTROLLER OF PUBLIC ACCOUNTS
AND
THE COUNTY OF NAVARRO
FOR
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)

Sub-Award # CS0983

This Amendment No. 1 to the Agreement for the ARRA EECBG (the "Agreement") is entered into by and between the Comptroller of Public Accounts (Comptroller) and County of Navarro (Subrecipient). This Amendment No. 1, together with the Agreement, represents the entire agreement between the parties concerning the subject matter of this Amendment No. 1 and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In the event of conflict between the Agreement and this Amendment No. 1, the language in this Amendment No. 1 shall control.

I. Recitals

WHEREAS, on or about December 22, 2010, the Comptroller and the Subrecipient entered into the Agreement; and

WHEREAS, the Comptroller and the Subrecipient desire to execute this Amendment No. 1 to the Agreement to amend the Statement of Work; and

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the Comptroller and the Subrecipient hereby agree to the following amendment to the Agreement:

II. Amendment

Attachment G, Statement of Work and Budget, to the Agreement is hereby deleted in its entirety and is replaced with a Revised Attachment G, Statement of Work and Budget, which is attached to and incorporated into this agreement and this Amendment No. 1 as Exhibit 1.

III. Entireties

Except as expressly amended herein, all other terms of the Agreement, as amended, remain unchanged, are in full force and effect, and are ratified and affirmed by the parties. By their execution and delivery of this Amendment No. 1 neither party waives or releases any default hereunder.

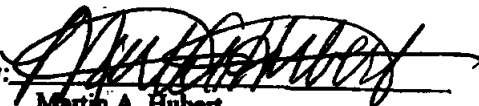
IV. Signatories


The undersigned signatories represent and warrant that they have full authority to enter into this Amendment No. 1 on behalf of the respective parties named below.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 in duplicate originals, each of which shall constitute only one instrument.

Texas Comptroller of Public Accounts

County of Navarro

By: 
Martin A. Hubert
Deputy Comptroller

By: 
Hershell M. Davenport
County Judge

Date: 4/13/11

Date: April 11, 2011

ATTACHMENT G
Statement of Work and Budget-Amendment #1

County of Navarro – Energy Efficiency and Conservation Block Grant Program

Type of Project & Description: Activity Category: (1) Building Energy Audits & Retrofits

This project involves retrofitting an existing roof with a new energy efficient roof, and retrofitting existing HVAC units with new energy efficient HVAC units.

Approved Budget Per Cost Category and Payment:

COST CATEGORY	BUDGET
Audit	\$0.00
Consultant	\$0.00
Travel	\$0.00
Subcontractor	\$115,153.00
Project equipment	\$0.00
Other Direct Operating Expense	\$0.00
Total Budget	\$115,153.00
Funds Leveraged	\$0.00

Total payments to ARRA-recipient under this Agreement shall not exceed **\$115,153.00** in accordance with the Agreement.

Tasks to be performed in completing the project: The ARRA-recipient shall complete all of the Tasks as set forth below and the ARRA-recipient shall provide information regarding such task. *(Task that includes purchasing equipment must include: how many, size, model, rating, etc. Please include the date you anticipate each task will be completed. The rows will expand as you type, add lines as necessary)*

Task	Timeline
Retrofit three existing 10 year or older HVAC units with new 14 SEER or higher HVAC units at the Navarro County Courthouse (300 West 3 rd Avenue, Corsicana, Texas 75110).	June 2010 – September 2011
Install new green roof composed of ½” expanded polystyrene insulation covered with a white, 40 mil, single-ply membrane on top of the old tarpaper roof after removing the dirt and debris at the Navarro County Sheriff’s Department (312 West 2 nd Street, Corsicana, Texas 75110).	March 2011- March 2012

Please note buildings over 44 years of age will require review and release by the Texas Historical Commission prior to engaging in an activity.

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#109



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

GRID#

Navarro County Courthouse 4-8-11
 Customer _____ Date _____
300 W 3rd
 Street Address (Treated Premises) _____
Corpus Christi TX 77110
 City _____ State _____ Zip Code _____
903-654-5000
 Home Phone _____ Email Address _____
 County Name Navarro 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		\$4,000.00
b. Minus Adjustments		\$ -
c. Additional Renewal for _____ Years		\$ -
Subtotal (sum a - b + c)		\$4,000.00
2. Other Items:		
a. Sales Taxes		\$ -
b. Other Fees		\$ -
Subtotal (sum a + b)		\$ -
3. TOTAL: Cash Price (sum 1 + 2)		\$4,000.00
4. LESS: Cash Down Payment		\$ -
5. Unpaid Balance of Cash Price (3 minus 4)		\$4,000.00

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 \$200.00. 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.

John H. ... 557141
 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

1728 E. Hwy 287
 Branch Street Address _____
Corpus Christi TX 77110
 City _____ State _____ Zip Code _____
 Customer's Signature _____

Branch Manager's Signature _____

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SUBTERRANEAN TERMITE POST-CONSTRUCTION TREATMENT DISCLOSURE FOR EACH ESTIMATE

Licensed and regulated under the Texas Structural Pest Control Act, Texas Department of Agriculture, Structural Pest Control Service

PEST CONTROL COMPANY:

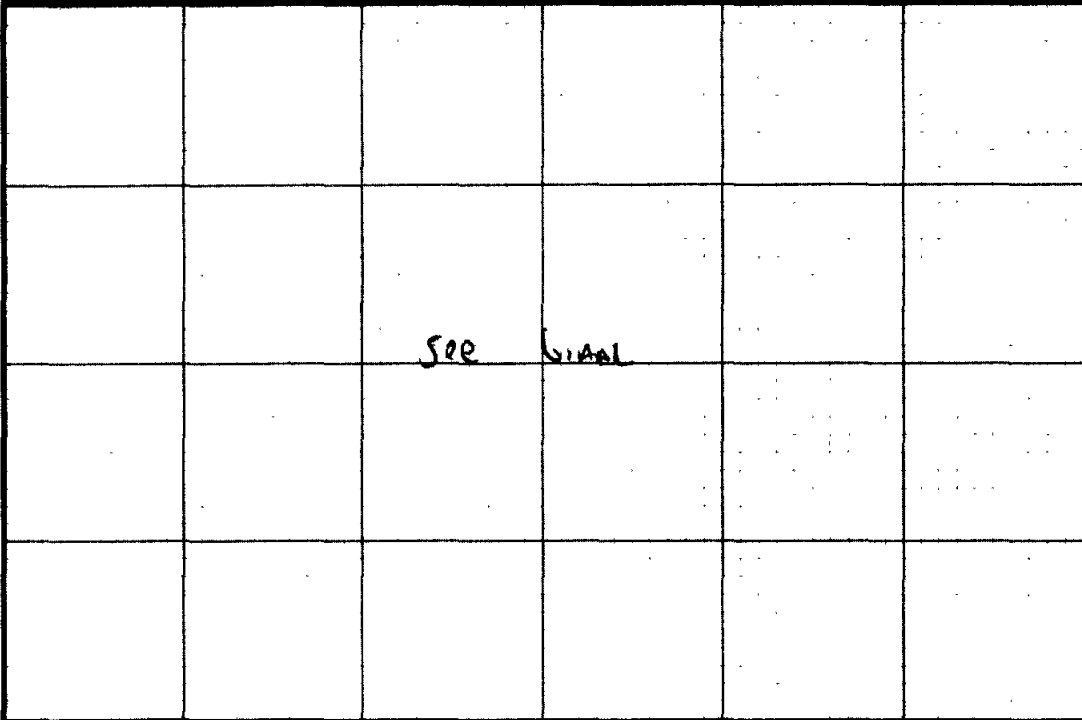
Name: ORKIN PEST CONTROL SPCS Business License No. 11216 Phone #: 903-874-0660
Address: 1728 S. Hwy, 207 City: COCKSCANA State: TX Zip Code: 77110

CUSTOMER INFORMATION:

Name: NALARIO COUNTY COURT House Phone #1: 903-654-7000 Phone #2: _____
Address: 300 J12 City: COCKSCANA State: TX Zip Code: 77110

When an estimate or proposal for termite treatment is submitted to a consumer the pest control company must provide the following written disclosure information: a detailed diagram showing the areas to be treated, approximate perimeter measurement of the structure, and areas of active or previous termite activity, terms of the warranty or guarantee, product label, and the concentration of any liquid termiticide application to be used or the minimum number of baiting systems installed. Treatment specifications, warranties and guarantees can vary widely. The consumer is advised to review all this information and the product label for explanations of the proposed treatment and compare this with any other proposal or estimate they may receive. **If you have any questions, contact us (see our phone number above)** or the Texas Department of Agriculture, Structural Pest Control Service, P.O. Box 12847, Austin, Texas 78711-2847. Phone: (512) 305-8250 or 866-918-4481, Fax: 888-232-2567.

Diagram of Structure(s) and Proposed Area(s) To Be Treated



KEY TO DIAGRAM SYMBOLS

- Conductive Condition for Termites.....C
- Evidence of Infestation.....E
- Evidence of Active Infestation.....A
- Evidence of Previous Infestation.....P
- Evidence of Subterranean Termites...S
- Evidence of Formosan Termites.....F
- Evidence of Wood Boring Beetles....W
- Area to be Drilled.....X
- Area to be Trenched.....O
- Area to be Rodded.....R
- Area to be Baited.....B

Area of Present Termite Activity:

Location to be Treated:

TYPE OF CONSTRUCTION:

FOUNDATION:

- Slab
- Pier and Beam
- Pier Type: _____
- Basement
- Other: _____

SIDING:

- Wood
- Brick
- Stone
- Plaster
- Other: _____

ROOF:

- Composition
- Wood Shingle
- Metal
- Tile
- Other: _____

PRIMARY USE:

- Residence
- Public Building
- Commercial
- Industrial
- Other: _____

INACCESSIBLE / OBSTRUCTED AREAS:

- _____
- _____
- _____
- _____

PROPOSED TREATMENT SPECIFICATIONS:

Type of treatment proposed: Partial Spot Baits Physical Barrier Other(specify) _____ Approx. measurements of structure(s) to be treated: _____
A label of Teridor is attached. The concentration of the termiticide(s) to be applied is 6 %. Approx. number of bait stations installed, if any: _____

DEFINITIONS OF TREATMENT:

A subterranean termite treatment may be either a partial treatment or a spot treatment, involving the use of chemicals or physical barriers, or the treatment may include the use of a baiting system. These type of treatments are defined as follows:

Partial Treatment: This technique allows a wide variety of treatment strategies but is more involved than a spot treatment (see definition below). Ex.: treatment of some or all of the perimeter, bath traps, expansion joints, stress cracks, portions of framing, walls and bait locations.

Pier and Beam: Generally defined as the treatment of the outer perimeter including porches, patios and treatment of the attached garage. In the crawl space, treatment would include any soil to structure contacts as well as removal of any wood debris on the ground.

Slab Construction: Generally defined as treatment of the perimeter and all known slab penetrations as well as any known expansion joints or stress cracks.

Spot Treatment: Any treatment which concerns a limited, defined area less than ten (10) linear or square feet that is intended to protect a specific location or "spot". Often there are adjacent areas susceptible to termite infestation which are not treated.

Baiting System: This type of treatment may include interior and / or perimeter placement of monitoring or baiting stations along with routine inspection intervals. The baiting technique may include one or more baiting locations as prescribed by the product label and instructions.

WARRANTY & ATTACHMENTS:

Warranty information (if any) including area covered, time period of warranty, renewal options and cost, the obligations of the contracting parties, and conditions that could develop which would void the warranty is attached. If the warranty does not include the entire structure treated, the areas included in the warranty are: (specify) _____

A consumer information sheet is also attached.

Johann Whorley Johann Whorley 2-1-11
Signature of Certified Applicator Printed Name Date
or Technician Completing Estimate

[Signature] 4-11-11
Signature of Customer Verifying Receipt of This Document Date