

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 29th day of September, 2014 at 10:00 a.m., in the Basement Conference room of the Navarro County Courthouse in Corsicana, Texas. Judge Presiding HM Davenport, Commissioners present Jason Grant, Dick Martin, David Warren, and James Olsen.

1. 10:01 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren
Carried unanimously
2. Opening prayer by Comm. Olsen
3. Pledge of Allegiance
4. Motion to approve designating location of Foreclosure Sales and Postings, Navarro Center, 800 N. Main East entrance by Comm. Olsen sec by Comm. Grant
Carried unanimously
5. Motion to approve Fire Department Contracts by Comm. Martin sec by Comm. Grant
TO WIT PG:No contract presented
Carried unanimously
6. Motion to approve City of Corsicana's counter offer regarding shared services of Animal Shelter only for a term of one year for \$35,000 by Comm. Grant sec by Martin
Carried unanimously
7. Motion to approve Customer Service agreement with Republic Services for a 30 yard dumpster by Comm. Olsen sec by Comm. Warren
Carried unanimously **TO WIT PG 1159-1160**
8. Motion to table Xerox Lease Agreements with Documents Solutions Inc. by Judge Davenport sec by Comm. Olsen
Carried unanimously
9. No action taken on replacing carpet in the Justice of the Peace office's from Courthouse Maintenance
10. No action taken on approving Meraki switches and wireless system for Annex Building I by TFE

11. No action taken on Change Order #2 thru # 9 from Texas Benchmark Building Group for improvements to the Navarro Center
12. Motion to approve Change Order from Phoenix I regarding adding a light switch in Annex Building I by Comm. Martin sec by Comm. Olsen
Carried unanimously **TO WIT PG:No order presented**
13. Motion to approve Proposal from Premium Multifab for the removal of work associated with freezer, refrigeration units and railings at Annex Building I by Comm. Olsen sec by Comm. Warren
Carried unanimously **TO WIT PG 1161**
14. Motion to adjourn by Comm. Martin sec by Comm. Grant
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 SEPTEMBER 29th, 2014.

SIGNED 29th DAY OF SEPTEMBER, 2014.


SHERRY DOWD, COUNTY CLERK



INVOICE TO

Customer Name: Navarro County
 Attn: Cody Muldner
 Address: 300 W. 3rd
 City/State: Corsicana, TX
 Zip: 75110
 Telephone Number: 903 467 8800

SITE LOCATION

Customer Name: Navarro County Courthouse
 Address: 300 W. 3rd
 City/State: Corsicana, TX
 Zip: 75110
 Telephone Number: 903 467 8800
 Authorized By: Cody Muldner
 Contact: Cody Muldner



CUSTOMER SERVICE AGREEMENT

ACCOUNT NUMBER: []
 EMAIL: []

NO	CONT	TYPE	SIZE	C	QTY	ACCT	C/O	GRID	SERV.	EST	P.O.	L.F.	C/F/V	L/F	OPEN/CLOSE	PRE	MONTHLY	EXTRA	OTHER	RATE/UNIT	PERIOD
	GRP					TYPE			FREQUENCY	LIFTS	REQ	REQ	CODE	AMOUNT	DATE	BILL	CHARGE		DELIVERY		RATE
N	1	RO	30	N	1	T			ON CALL	1	Y	-			9/24/2014	Y	\$ 377.44	\$ 63.52			
																			REMOVAL	\$ -	
																			EXCHANGE	\$ -	
																			DRY RUN	\$ -	
																			RELOCATE	\$ -	
																			CONTAMINATION	\$ -	

REPUBLIC SERVICES OF TEXAS LTD. DBA DUNCAN DISPOSAL - DALLAS
 HERINAFTER REFERRED TO AS THE "COMPANY"

BY _____ TITLE ACCOUNT MANAGER

Above rates do not include taxes and/or fees

NO FUEL AND ENVIRONMENTAL CHARGES

TEMPORARY ONLY!!!!

Rate based on ___ lbs/yd

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER? YES NO

NATIONAL ACCT NUM: MARSICO CUSTOMER CATEGORY: CASH TOLERANCE: CTP Y
 SITE NUMBER: 1 CONTRACT EFFECTIVE DATE: 9/24/2014 TERM: 12 REVIEW DATE: N C.P.I. STATUS: 01 CONTRACT PURCHASE ORDER NUMBER: 01
 TERRITORY: 100 SALES REPRESENTATIVE: 0698888 TAX CODE: 0253 TAX EXEMPTION NUMBER: N TRANS CODE: 01 REASON CODE: 01
 MFG: CREDIT APPROVAL: CREDIT LIMIT: CONTRACT APPROVAL: ENTERED BY: Maira Zavala
 COMPETITOR CODE: N/A

THE UNDERSIGNED INDIVIDUAL ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND TO BIND THE CUSTOMER.
 BY: [Signature] TITLE: County Judge
 CUSTOMER NAME (PLEASE PRINT): H.M. Davenport Jr. DATE OF AGREEMENT: 9-29-14

TERMS AND CONDITIONS

SERVICES - Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services

TERM - THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 30 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS - The Waste Materials shall not contain any hazardous materials, wastes or substances, toxic substances, wastes or pollutants, contaminants, infectious wastes, medical wastes, or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

TITLE - Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

TERMS AND CONDITIONS (Continued from other side)

PAYMENTS -Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of the Company's invoices, which amount Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment. Company may request, and if requested Customer shall pay a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS -Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICES CHANGES -The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RESPONSIBILITY FOR EQUIPMENT ACCESS -Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the Equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT -Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

SUSPENSION -If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION -In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION -If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT -Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSSED PERFORMANCE -Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEY'S FEES -If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS -This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

CUSTOMER SIGNATURE: X



DATE:

9-29-14

#13

1161

Premier MultiFab
10465 FM 744
Barry, Tx 75102
Ph: 903.654.8714
Email: jon@premiermultifab.com

To Whom It May Concern,

Please accept the following proposal for miscellaneous demolition and disposal at the Navarro County Annex Property. Thank you in advance for your consideration and we look forward to working with you.

	Description	Amount
1	Provide Supervision, Labor, Materials, Tools and Equipment to remove that pipe railing and posts, capture refrigerant as need for the removal of the refrigerant units, disassembly and disposal of the walk in freezer, removal of the cross tie retaining units on the North side of the freezer slab and the grading of the soil to accommodate the parking lot.	\$2,000.00
	Total	\$2,000.00

This proposal is based on the scope of work generated to satisfy Fire Lane Requirements. Any deviation as a result from an unforeseen condition could result in a change of price.

Excludes: Removal of any electrical work not directly connected to refrigeration units; concrete or asphalt demolition or repair; any work associated to the light pole

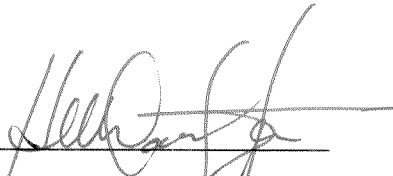
Thank you again for your consideration and I look forward to the opportunity to work with you.

Sincerely,

Jon Southard

Premier MultiFab

Signature/Date of Acceptance:



9-29-14