420

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Jefferson, Texas 75657

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Hon. Leward J. LaFleur

Marion County Judge

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer
Commissioner Jacob Pattison
Commissioner Gered R. Lee

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 13th May, 2024 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

Prayer

Pledges of the American and Texas Flag

1. **Consent agenda:**
   a. **Consider approval of minutes – April 29, 2024**
   b. **Court to examine all accounts and reports relating to finances of County**
   c. **Court to audit and settle all accounts against County and direct their payment**
2. **Consider for approval payroll from April 1-15, 2024 and April 16-30, 2024.**
3. **Consider for approval Soil & Water Stewardship Week Proclamation for 2024.**
4. **Consider for approval Terminix Contract for termite treatment at the Airport including both storage buildings and the terminal building.**

Leward J. LaFleur
County Judge
Marion County, Texas

FILED FOR RECORD
24 MAY -9 PM 1:30
PATRICIA WISE
CO. CLERK, MARION CO.
BY DEPUTY

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

MAY 13, 2024

The Commissioners' Court of Marion County met in Regular Session at 9:00 a.m. on May 13, 2024. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT #1
JACOB PATTISON, COMMISSIONER, PRECINCT #2
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT #3
GERED R. LEE, COMMISSIONER, PRECINCT #4

ITEM NO. 1

CONSENT AGENDA:

a. **ORDER APPROVING MINUTES OF MEETING ON APRIL 29, 2024**

b. **ORDER APPROVING REPORTS OF COUNTY OFFICIALS**

District Clerk	March	2024
County Clerk	April	2024
J.P. Pct. #2	April	2024
Sheriff	April	2024
Tax Assessor-Collector	January	2024

c. **ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT**

Motion by Ashley, seconded by Meisenheimer to approve the consent agenda with the manual checks as presented by Mrs. B.J. All members present voted Aye. Motion carried 4-0.

ITEM NO. 2

ORDER APPROVING PAYROLL FOR APRIL 1-15, 2024 AND APRIL 16-30, 2024.

Motion by Meisenheimer, seconded by Lee. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 3

CONSIDER FOR APPROVAL SOIL & WATER STEWARDSHIP WEEK PROCLAMATION FOR 2024.

Skipped
on agenda in error

ITEM NO. 4

ORDER APPROVING TERMINIX CONTRACT FOR TERMITE TREATMENT AT THE AIRPORT INCLUDING BOTH STORAGE BUILDINGS AND THE TERMINAL BUILDING.

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "B" attached

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present said Aye. Motion carried 4-0. Meeting adjourned at 9:15 a.m.

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There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of
the foregoing minutes.

COUNTY CLERK **COUNTY JUDGE**

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK

PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	20,895.03	1,144.00
03-01	EXTRA HELP	3,846.75	276.00
05-05	OVERTIME	2,707.13	108.75
30-30	VAC ACCRUED		13.36
40-40	SL LV ACCRUED		110.22
SP-70	STATE SUP PAY	1,050.00	
99-99	NET PAY	69,311.93	
	GROSS PAY	91,037.01	5,180.75

PAY CODE & DESCRIPTION		AMOUNT	HOURS
02-01	SALARY-EMPLOY	51,322.06	3,176.00
06-01	ELECT STIPEND	187.50	88.00
07-05	ALT OVERTIME	8,900.38	314.00
32-31	VAC TAKEN-EMP	540.52	28.00
42-41	SK LV TAK-EMP	683.48	46.00
TT-70	TRAVEL ALLOW	904.16	

ABT CODE & DESCRIPTION		AMOUNT
CA-30	CAFETERIA	762.46

ABT CODE & DESCRIPTION		AMOUNT
H1-30	HEALTH CHILD	334.95

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	1,304.15	89,939.60
TC-20	TCDRS W/H	6,175.77	88,224.97

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
SS-10	FICA W/H	5,576.28	89,939.60
FD-40	FEDERAL W/H	6,500.12	83,763.83

DED CODE & DESCRIPTION		AMOUNT
A1-02	COLONIAL ADDL	956.55
UG-02	UNI GUARANTY	67.50

DED CODE & DESCRIPTION		AMOUNT
NF-02	CIGNA	47.30

BEN CODE & DESCRIPTION		AMOUNT
SV-05	SUTA-EMP	11.51
MC-10	MEDC TAX OFF	329.69
MT-10	MEDC TAX EMP	916.20
SS-10	FICA-OFF	1,409.70
SD-15	SUP DEATH-OFF	100.33
TC-15	TCDRS-OFF	2,552.73
AF-20	AFLAC	29.97
CI-20	DEP. CHILD	334.95
DI-20	DENT INS-OFF	223.92
HI-20	MED INS-OFF	8,268.80
TK-20	TERM LIFE/OFF	30.60
VE-20	VISION EMPLOY	43.51
VP-20	VSP VISION	106.27

BEN CODE & DESCRIPTION		AMOUNT
SX-05	SUTA-EX HELP	11.55
MR-10	MEDC TAX XHEP	58.26
SR-10	FICA-EX HELP	249.09
ST-10	FICA-EMP	3,917.49
SE-15	SUP DEATH-EMP	314.34
TD-15	TCDRS-EMP	7,999.02
A1-20	COLONIAL ADDL	382.98
DF-20	DENT. FAMILY	186.32
DJ-20	DENT INS-EMP	796.16
HJ-20	MED INS-EMP	26,460.16
TM-20	TERM LIFE-EMP	97.92
VF-20	VISION FAMILY	6.76
VS-20	VISION SPOUSE	8.72

Exhibit "A"

PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	6,715.84	352.00
03-01	EXTRA HELP	2,149.50	153.00
32-31	VAC TAKEN-EMP	164.00	10.00
42-41	SK LV TAK-EMP	329.90	20.00
TT-70	TRAVEL ALLOW	333.33	
	GROSS PAY	24,341.17	1,385.00

PAY CODE & DESCRIPTION		AMOUNT	HOURS
02-01	SALARY-EMPLOY	13,648.61	850.00
30-30	VAC ACCRUED		3.34
40-40	SL LV ACCRUED		33.40
CT-70	TRAVEL ALLOW	999.99	
99-99	NET PAY	18,379.75	

ABT CODE & DESCRIPTION		AMOUNT
CA-30	CAFETERIA	245.98

ABT CODE & DESCRIPTION		AMOUNT
H2-30	HEALTH CHILDR	236.23

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	345.95	23,858.96
TC-20	TCDRS W/H	1,470.49	21,006.85

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
SS-10	FICA W/H	1,479.25	23,858.96
FD-40	FEDERAL W/H	1,522.41	22,388.47

DED CODE & DESCRIPTION		AMOUNT
A1-02	COLONIAL ADDL	265.61
CT-10	CHILD SUPPORT	150.00

DED CODE & DESCRIPTION		AMOUNT
CC-10	CHILD SUPPORT	245.50

BEN CODE & DESCRIPTION		AMOUNT
SX-05	SUTA-EX HELP	8.46
MR-10	MEDC TAX XHEP	31.17
SR-10	FICA-EX HELP	133.27
ST-10	FICA-EMP	871.81
SE-15	SUP DEATH-EMP	67.17
TD-15	TCDRS-EMP	1,709.21
A1-20	COLONIAL ADDL	100.66
DI-20	DENT INS-OFF	74.64
E2-20	CHILDREN HINS	236.23
HJ-20	MED INS-EMP	7,441.92
TM-20	TERM LIFE-EMP	27.54
VF-20	VISION FAMILY	6.76
VS-20	VISION SPOUSE	4.36

BEN CODE & DESCRIPTION		AMOUNT
MC-10	MEDC TAX OFF	110.89
MT-10	MEDC TAX EMP	203.89
SS-10	FICA-OFF	474.17
SD-15	SUP DEATH-OFF	31.56
TC-15	TCDRS-OFF	803.20
AF-20	AFLAC	32.89
DF-20	DENT. FAMILY	46.58
DJ-20	DENT INS-EMP	248.80
HI-20	MED INS-OFF	2,480.64
TK-20	TERM LIFE/OFF	12.24
VE-20	VISION EMPLOY	6.87
VP-20	VSP VISION	47.86

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	1,680.21	264.00	02-01 SALARY-EMPLOY	6,926.11	2,024.00
30-30 VAC ACCRUED		1.67	40-40 SL LV ACCRUED		3.34
99-99 NET PAY	7,140.20				
GROSS PAY	8,606.32	2,288.00			

ABT CODE & DESCRIPTION	AMOUNT	ABT CODE & DESCRIPTION	AMOUNT
CA-30 CAFETERIA	30.05		

TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	124.38	8,576.27	SS-10 FICA W/H	531.75	8,576.27
TC-20 TCDRS W/H	602.46	8,606.32	FD-40 FEDERAL W/H	177.48	7,973.81

BEN CODE & DESCRIPTION	AMOUNT	BEN CODE & DESCRIPTION	AMOUNT
SV-05 SUTA-EMP	49.67	MC-10 MEDC TAX OFF	24.37
MT-10 MEDC TAX EMP	100.01	SS-10 FICA-OFF	104.17
ST-10 FICA-EMP	427.58	SD-15 SUP DEATH-OFF	7.89
SE-15 SUP DEATH-EMP	32.57	TC-15 TCDRS-OFF	200.95
TD-15 TCDRS-EMP	828.36	DF-20 DENT. FAMILY	23.29
VF-20 VISION FAMILY	6.76		

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PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	103.00	88.00	99-99 NET PAY	87.91	
GROSS PAY	103.00	88.00			

TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1.49	103.00	SS-10 FICA W/H	6.39	103.00
TC-20 TCDRS W/H	7.21	103.00	FD-40 FEDERAL W/H		95.79

BEN CODE & DESCRIPTION	AMOUNT	BEN CODE & DESCRIPTION	AMOUNT
SV-05 SUTA-EMP	1.34	MT-10 MEDC TAX EMP	1.49
ST-10 FICA-EMP	6.39	SE-15 SUP DEATH-EMP	0.48
TD-15 TCDRS-EMP	12.32		

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	1,504.17	88.00	40-40 SL LV ACCRUED		3.34
99-99 NET PAY	1,183.38				
GROSS PAY	1,504.17	88.00			

ABT CODE & DESCRIPTION	AMOUNT	ABT CODE & DESCRIPTION	AMOUNT
CA-30 CAFETERIA	34.55		

TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	21.31	1,469.62	SS-10 FICA W/H	91.12	1,469.62
TC-20 TCDRS W/H	105.29	1,504.17	FD-40 FEDERAL W/H	68.52	1,364.33

BEN CODE & DESCRIPTION	AMOUNT	BEN CODE & DESCRIPTION	AMOUNT
MT-10 MEDC TAX EMP	21.31	ST-10 FICA-EMP	91.12
SE-15 SUP DEATH-EMP	7.07	TD-15 TCDRS-EMP	179.90
DF-20 DENT. FAMILY	23.29	DJ-20 DENT INS-EMP	24.88
HJ-20 MED INS-EMP	826.88	TM-20 TERM LIFE-EMP	3.06
VP-20 VSP VISION	11.26		

PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	29,291.08	1,760.00
03-01	EXTRA HELP	5,996.25	429.00
05-05	OVERTIME	2,707.13	108.75
30-30	VAC ACCRUED		18.37
40-40	SL LV ACCRUED		150.30
CT-70	TRAVEL ALLOW	999.99	
TT-70	TRAVEL ALLOW	1,237.49	
	GROSS PAY	125,591.67	9,029.75

PAY CODE & DESCRIPTION		AMOUNT	HOURS
02-01	SALARY-EMPLOY	73,503.95	6,226.00
06-01	ELECT STIPEND	187.50	88.00
07-05	ALT OVERTIME	8,900.38	314.00
32-31	VAC TAKEN-EMP	704.52	38.00
42-41	SK LV TAK-EMP	1,013.38	66.00
SP-70	STATE SUP PAY	1,050.00	
99-99	NET PAY	96,103.17	

ABT CODE & DESCRIPTION		AMOUNT
CA-30	CAFETERIA	1,073.04
H2-30	HEALTH CHILDR	236.23

ABT CODE & DESCRIPTION		AMOUNT
H1-30	HEALTH CHILD	334.95

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	1,797.28	123,947.45
TC-20	TCDRS W/H	8,361.22	119,445.31

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
SS-10	FICA W/H	7,684.79	123,947.45
FD-40	FEDERAL W/H	8,268.53	115,586.23

DED CODE & DESCRIPTION		AMOUNT
A1-02	COLONIAL ADDL	1,222.16
UG-02	UNI GUARANTY	67.50
CT-10	CHILD SUPPORT	150.00

DED CODE & DESCRIPTION		AMOUNT
NF-02	CIGNA	47.30
CC-10	CHILD SUPPORT	245.50

BEN CODE & DESCRIPTION		AMOUNT
SV-05	SUTA-EMP	62.52
MC-10	MEDC TAX OFF	464.95
MT-10	MEDC TAX EMP	1,242.90
SS-10	FICA-OFF	1,988.04
SD-15	SUP DEATH-OFF	139.78
TC-15	TCDRS-OFF	3,556.88
AF-20	AFLAC	62.86
CI-20	DEP. CHILD	334.95
DI-20	DENT INS-OFF	298.56
E2-20	CHILDREN HINS	236.23
HJ-20	MED INS-EMP	34,728.96
TM-20	TERM LIFE-EMP	128.52
VF-20	VISION FAMILY	20.28
VS-20	VISION SPOUSE	13.08

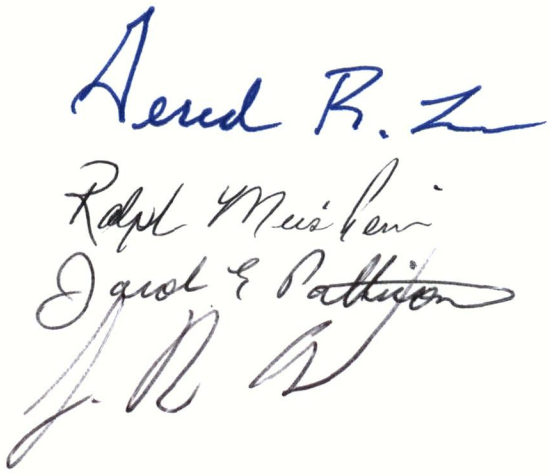
BEN CODE & DESCRIPTION		AMOUNT
SX-05	SUTA-EX HELP	20.01
MR-10	MEDC TAX XHEP	89.43
SR-10	FICA-EX HELP	382.36
ST-10	FICA-EMP	5,314.39
SE-15	SUP DEATH-EMP	421.63
TD-15	TCDRS-EMP	10,728.81
A1-20	COLONIAL ADDL	483.64
DF-20	DENT. FAMILY	279.48
DJ-20	DENT INS-EMP	1,069.84
HI-20	MED INS-OFF	10,749.44
TK-20	TERM LIFE/OFF	42.84
VE-20	VISION EMPLOY	50.38
VP-20	VSP VISION	165.39

NET PAY
4/15/2024

GENERAL	10.000.1012	$69,311.93
ROAD & BRIDGE	15.000.1012	$18,775.25
LAKE PATROL	41.000.1012	$0.00
SB22 GRANT	49.000.1012	$7,140.20
PRETRIAL DEVERS.	50.000.1012	$87.91
SECURITY FUND	51.000.1012	$1,183.38
		$96,498.67

TAXES

GENERAL FUND		
F.I.C.A.	10.000.2203	$11,152.56
MEDICARE	10.000.2203	$2,608.30
W/HOLDINGS	10.000.2202	$6,500.12
ROAD & BRIDGE		
F.I.C.A.	15.000.2203	$2,958.50
MEDICARE	15.000.2203	$691.90
W/HOLDINGS	15.000.2202	$1,522.41
LAKE PATROL FUND		
F.I.C.A.	41.000.2203	$0.00
MEDICARE	41.000.2203	$0.00
W/HOLDINGS	41.000.2202	$0.00
SB22 GRANT FUND		
F.I.C.A.	49.000.2203	$1,063.50
MEDICARE	49.000.2203	$248.76
W/HOLDINGS	49.000.2202	$177.48
PRETRIAL DEVERS.		
F.I.C.A.	50.000.2203	$12.78
MEDICARE	50.000.2203	$2.98
W/HOLDINGS	50.000.2202	$0.00
SECURITY FUND		
F.I.C.A.	51.000.2203	$182.24
MEDICARE	51.000.2203	$42.62
W/HOLDINGS	51.000.2202	$68.52
		$27,232.67



PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....10 GENERAL FUND

PAYROLL CALCULATION TOTALS

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PERIOD 2 DATING 4/16/2024- 4/30/2024 CHECK DATE 4/30/2024 PR302R-V14.23 Paymate

PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	20,895.03	1,144.00
03-01	EXTRA HELP	3,307.75	237.50
11-01	HOLIDAY PAY	2,958.88	152.00
07-05	ALT OVERTIME	2,243.02	76.00
32-31	VAC TAKEN-EMP	1,969.18	115.50
42-41	SK LV TAK-EMP	385.22	26.00
TT-70	TRAVEL ALLOW	904.16	
	GROSS PAY	85,924.14	5,035.20

PAY CODE & DESCRIPTION		AMOUNT	HOURS
02-01	SALARY-EMPLOY	50,869.99	3,146.75
06-01	ELECT STIPEND	187.50	88.00
05-05	OVERTIME	1,153.41	49.45
30-30	VAC ACCRUED		13.36
40-40	SL LV ACCRUED		110.22
SP-70	STATE SUP PAY	1,050.00	
99-99	NET PAY	65,759.96	

ABT CODE & DESCRIPTION		AMOUNT
CA-30	CAFETERIA	762.46

ABT CODE & DESCRIPTION		AMOUNT
H1-30	HEALTH CHILD	334.95

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	1,230.01	84,826.73
TC-20	TCDRS W/H	5,869.40	83,847.98

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
SS-10	FICA W/H	5,259.29	84,826.73
FD-40	FEDERAL W/H	5,636.72	78,957.33

DED CODE & DESCRIPTION		AMOUNT
A1-02	COLONIAL ADDL	956.55
UG-02	UNI GUARANTY	67.50

DED CODE & DESCRIPTION		AMOUNT
NF-02	CIGNA	47.30

BEN CODE & DESCRIPTION		AMOUNT
SV-05	SUTA-EMP	2.44
MC-10	MEDC TAX OFF	329.69
MT-10	MEDC TAX EMP	852.36
SS-10	FICA-OFF	1,409.70
SD-15	SUP DEATH-OFF	100.33
TC-15	TCDRS-OFF	2,552.73
AF-20	AFLAC	29.97
CI-20	DEP. CHILD	334.95
VE-20	VISION EMPLOY	43.51
VP-20	VSP VISION	106.27

BEN CODE & DESCRIPTION		AMOUNT
SX-05	SUTA-EX HELP	9.73
MR-10	MEDC TAX XHEP	47.96
SR-10	FICA-EX HELP	205.08
ST-10	FICA-EMP	3,644.51
SE-15	SUP DEATH-EMP	290.71
TD-15	TCDRS-EMP	7,475.52
A1-20	COLONIAL ADDL	382.98
DF-20	DENT. FAMILY	186.32
VF-20	VISION FAMILY	6.76
VS-20	VISION SPOUSE	8.72

PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	6,715.84	352.00
03-01	EXTRA HELP	2,245.00	158.00
40-40	SL LV ACCRUED		33.40
CT-70	TRAVEL ALLOW	999.99	
99-99	NET PAY	18,463.31	
	GROSS PAY	24,436.67	1,390.00

PAY CODE & DESCRIPTION		AMOUNT	HOURS
02-01	SALARY-EMPLOY	13,736.35	856.00
30-30	VAC ACCRUED		3.34
42-41	SK LV TAK-EMP	406.16	24.00
TT-70	TRAVEL ALLOW	333.33	

ABT CODE & DESCRIPTION		AMOUNT
CA-30	CAFETERIA	245.98

ABT CODE & DESCRIPTION		AMOUNT
H2-30	HEALTH CHILDR	236.23

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	347.34	23,954.46
TC-20	TCDRS W/H	1,460.09	20,858.35

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
SS-10	FICA W/H	1,485.17	23,954.46
FD-40	FEDERAL W/H	1,537.44	22,494.37

DED CODE & DESCRIPTION		AMOUNT
A1-02	COLONIAL ADDL	265.61
CT-10	CHILD SUPPORT	150.00

DED CODE & DESCRIPTION		AMOUNT
CC-10	CHILD SUPPORT	245.50

BEN CODE & DESCRIPTION		AMOUNT
SX-05	SUTA-EX HELP	3.02
MR-10	MEDC TAX XHEP	32.56
SR-10	FICA-EX HELP	139.19
ST-10	FICA-EMP	871.81
SE-15	SUP DEATH-EMP	66.47
TD-15	TCDRS-EMP	1,691.45
A1-20	COLONIAL ADDL	100.66
E2-20	CHILDREN HINS	236.23
VF-20	VISION FAMILY	6.76
VS-20	VISION SPOUSE	4.36

BEN CODE & DESCRIPTION		AMOUNT
MC-10	MEDC TAX OFF	110.89
MT-10	MEDC TAX EMP	203.89
SS-10	FICA-OFF	474.17
SD-15	SUP DEATH-OFF	31.56
TC-15	TCDRS-OFF	803.20
AF-20	AFLAC	32.89
DF-20	DENT. FAMILY	46.58
VE-20	VISION EMPLOY	6.87
VP-20	VSP VISION	47.86

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PAYROLL.....M MARION — PAYROLL CALCULATION TOTALS — RUN- 4/25/2024 07.57.24 PAGE 3
HOME EMPR.....1 MARION COUNTY
HOME FUND.....49 SALARY ASST SB22 GRA PERIOD 2 DATING 4/16/2024- 4/30/2024 CHECK DATE 4/30/2024 PR302R-V14.23 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	1,680.21	264.00	02-01 SALARY-EMPLOY	6,926.11	2,024.00
30-30 VAC ACCRUED		1.67	40-40 SL LV ACCRUED		3.34
99-99 NET PAY	7,140.20				
GROSS PAY	8,606.32	2,288.00			

ABT CODE & DESCRIPTION	AMOUNT	ABT CODE & DESCRIPTION	AMOUNT
CA-30 CAFETERIA	30.05		

TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	124.38	8,576.27	SS-10 FICA W/H	531.75	8,576.27
TC-20 TCDRS W/H	602.46	8,606.32	FD-40 FEDERAL W/H	177.48	7,973.81

BEN CODE & DESCRIPTION	AMOUNT	BEN CODE & DESCRIPTION	AMOUNT
SV-05 SUTA-EMP	36.60	MC-10 MEDC TAX OFF	24.37
MT-10 MEDC TAX EMP	100.01	SS-10 FICA-OFF	104.17
ST-10 FICA-EMP	427.58	SD-15 SUP DEATH-OFF	7.89
SE-15 SUP DEATH-EMP	32.57	TC-15 TCDRS-OFF	200.95
TD-15 TCDRS-EMP	828.36	DF-20 DENT. FAMILY	23.29
VF-20 VISION FAMILY	6.76		

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	103.00	88.00	99-99 NET PAY	87.91	
GROSS PAY	103.00	88.00			

TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1.49	103.00	SS-10 FICA W/H	6.39	103.00
TC-20 TCDRS W/H	7.21	103.00	FD-40 FEDERAL W/H		95.79

BEN CODE & DESCRIPTION	AMOUNT	BEN CODE & DESCRIPTION	AMOUNT
SV-05 SUTA-EMP	1.34	MT-10 MEDC TAX EMP	1.49
ST-10 FICA-EMP	6.39	SE-15 SUP DEATH-EMP	0.48
TD-15 TCDRS-EMP	12.32		

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PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....51 SECURITY FUND

PAYROLL CALCULATION TOTALS

RUN- 4/25/2024 07.57.24 PAGE 5

PERIOD 2 DATING 4/16/2024- 4/30/2024 CHECK DATE 4/30/2024 PR302R-V14.23 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	1,469.45	86.00	32-31 VAC TAKEN-EMP	34.72	2.00
40-40 SL LV ACCRUED		3.34	99-99 NET PAY	1,183.38	
GROSS PAY	1,504.17	88.00			

ABT CODE & DESCRIPTION	AMOUNT	ABT CODE & DESCRIPTION	AMOUNT
CA-30 CAFETERIA	34.55		

TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	21.31	1,469.62	SS-10 FICA W/H	91.12	1,469.62
TC-20 TCDRS W/H	105.29	1,504.17	FD-40 FEDERAL W/H	68.52	1,364.33

BEN CODE & DESCRIPTION	AMOUNT	BEN CODE & DESCRIPTION	AMOUNT
MT-10 MEDC TAX EMP	21.31	ST-10 FICA-EMP	91.12
SE-15 SUP DEATH-EMP	7.07	TD-15 TCDRS-EMP	179.90
DF-20 DENT. FAMILY	23.29	VP-20 VSP VISION	11.26

PAY CODE & DESCRIPTION		AMOUNT	HOURS
01-01	SALARIES-OFFI	29,291.08	1,760.00
03-01	EXTRA HELP	5,552.75	395.50
11-01	HOLIDAY PAY	2,958.88	152.00
07-05	ALT OVERTIME	2,243.02	76.00
32-31	VAC TAKEN-EMP	2,003.90	117.50
42-41	SK LV TAK-EMP	791.38	50.00
SP-70	STATE SUP PAY	1,050.00	
99-99	NET PAY	92,634.76	
	GROSS PAY	120,574.30	8,889.20

PAY CODE & DESCRIPTION		AMOUNT	HOURS
02-01	SALARY-EMPLOY	73,104.90	6,200.75
06-01	ELECT STIPEND	187.50	88.00
05-05	OVERTIME	1,153.41	49.45
30-30	VAC ACCRUED		18.37
40-40	SL LV ACCRUED		150.30
CT-70	TRAVEL ALLOW	999.99	
TT-70	TRAVEL ALLOW	1,237.49	

ABT CODE & DESCRIPTION		AMOUNT
CA-30	CAFETERIA	1,073.04
H2-30	HEALTH CHILDR	236.23

ABT CODE & DESCRIPTION		AMOUNT
H1-30	HEALTH CHILD	334.95

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	1,724.53	118,930.08
TC-20	TCDRS W/H	8,044.45	114,919.82

TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
SS-10	FICA W/H	7,373.72	118,930.08
FD-40	FEDERAL W/H	7,420.16	110,885.63

DED CODE & DESCRIPTION		AMOUNT
A1-02	COLONIAL ADDL	1,222.16
UG-02	UNI GUARANTY	67.50
CT-10	CHILD SUPPORT	150.00

DED CODE & DESCRIPTION		AMOUNT
NF-02	CIGNA	47.30
CC-10	CHILD SUPPORT	245.50

BEN CODE & DESCRIPTION		AMOUNT
SV-05	SUTA-EMP	40.38
MC-10	MEDC TAX OFF	464.95
MT-10	MEDC TAX EMP	1,179.06
SS-10	FICA-OFF	1,988.04
SD-15	SUP DEATH-OFF	139.78
TC-15	TCDRS-OFF	3,556.88
AF-20	AFLAC	62.86
CI-20	DEP. CHILD	334.95
E2-20	CHILDREN HINS	236.23
VF-20	VISION FAMILY	20.28
VS-20	VISION SPOUSE	13.08

BEN CODE & DESCRIPTION		AMOUNT
SX-05	SUTA-EX HELP	12.75
MR-10	MEDC TAX XHEP	80.52
SR-10	FICA-EX HELP	344.27
ST-10	FICA-EMP	5,041.41
SE-15	SUP DEATH-EMP	397.30
TD-15	TCDRS-EMP	10,187.55
A1-20	COLONIAL ADDL	483.64
DF-20	DENT. FAMILY	279.48
VE-20	VISION EMPLOY	50.38
VP-20	VSP VISION	165.39

NET PAY

4/30/2024

GENERAL	10.000.1012	$65,759.96
ROAD & BRIDGE	15.000.1012	$18,858.81
LAKE PATROL	41.000.1012	$0.00
SB22 GRANT	49.000.1012	$7,140.20
PRETRIAL DEVERS.	50.000.1012	$87.91
SECURITY FUND	51.000.1012	$1,183.38
		$93,030.26

TAXES

GENERAL FUND		
F.I.C.A.	10.000.2203	$10,518.58
MEDICARE	10.000.2203	$2,460.02
W/HOLDINGS	10.000.2202	$5,636.72
ROAD & BRIDGE		
F.I.C.A.	15.000.2203	$2,970.34
MEDICARE	15.000.2203	$694.68
W/HOLDINGS	15.000.2202	$1,537.44
LAKE PATROL FUND		
F.I.C.A.	41.000.2203	$0.00
MEDICARE	41.000.2203	$0.00
W/HOLDINGS	41.000.2202	$0.00
SB22 GRANT FUND		
F.I.C.A.	49.000.2203	$1,063.50
MEDICARE	49.000.2203	$248.76
W/HOLDINGS	49.000.2202	$177.48
PRETRIAL DEVERS.		
F.I.C.A.	50.000.2203	$12.78
MEDICARE	50.000.2203	$2.98
W/HOLDINGS	50.000.2202	$0.00
SECURITY FUND		
F.I.C.A.	51.000.2203	$182.24
MEDICARE	51.000.2203	$42.62
W/HOLDINGS	51.000.2202	$68.52
		$25,616.66

Date/Time	04-30-2024 / 01:07 PM
Submitted By	bwestbrook257
Pay Date	04-30-2024
Employee Deposits	$16,405.59
Employer Contributions	$28,030.12
Group Term Life Premiums	$1,101.52
Total	$45,537.23
Comments	
Payroll File	APRIL24.xlsx

CLOSE PRINT

Texas Workforce Commission's Unemployment Tax Services
Payment Confirmation

*** EMPLOYER FILE COPY ***

As of April 11, 2024 12:46 PM

Confirmation Number:	**34894687**
TWC Tax Account Number:	**99-881041-8**
Employer Name:	**MARION - COUNTY OF**
Bank Name:	**CITIZENS NATIONAL BANK**
Account Type:	**Checking**
Payment Initiated:	**April 11, 2024 12:46 PM**
Payment Date:	**April 29, 2024**
Scheduled Payment Amount:	**$6,242.58**
Paid By:	**Billie J Westbrook (bjwestbrook)**

*** EMPLOYER FILE COPY ***

Civil Fees

Original Return for period ending 03/31/2024

Confirmation: You Have Filed Successfully

Please do NOT send a paper return.

Print this page for your records.

Reference Number: 12024233145
Date and Time of Filing: 04/29/2024 03:12:19 PM

Taxpayer ID: 17560010617
Taxpayer Name: MARION COUNTY
Taxpayer Address: 102 W AUSTIN ST STE 101 JEFFERSON , TX 75657 - 2200

Entered by: BJ Westbrook
Email Address: bjwestbrook6685@gmail.com
Telephone Number: (903) 665-2472
IP Address: 208.75.27.181

Description	Issued/Filed	Total Collected	Service Fee	Amount Due
Birth Certificate Fees	36	64.80		64.80
Marriage License Fees	15	450.00		450.00
Declaration of Informal Marriage	0	0.00		0.00
Juror Donations	0	0.00		0.00
JP Cons Civil Fee $21	56	1,175.00		1,175.00
Stat Probate Civil $137	0	0.00		0.00
Stat County Civil $137	0	0.00		0.00
County Court Civil $137	0	0.00		0.00
County Court Other $45	0	0.00		0.00
Dist Court Civil $137	4	548.00		548.00
Dist Court Other $45	0	0.00		0.00
County Alternate Dispute Resolution Fund	16	700.00		700.00
Repealed Nondisclosure Fees	0	0.00		0.00
REPEALED Justice Courts ILS (6)	0	0.00	-0.00	0.00
REPEALED Stat Probate ILS(7a)	0	0.00	-0.00	0.00
REPEALED Stat Cnty ILS (8a)	0	0.00	-0.00	0.00
REPEALED CCC ILS (9a)	0	0.00	-0.00	0.00
REPEALED Dist Court Divorce (10a)	0	0.00	-0.00	0.00
REPEALED Dist Crt Oth Than Divorce (10b)	0	0.00	-0.00	0.00
REPEALED Dist Court ILS (10C)	0	0.00	-0.00	0.00
REPEALED Judicial Support (11)	0	0.00		0.00
REPEALED Judicial Court Training (12)	0	0.00		0.00
Subtotal		**2,937.80**	**-0.00**	**2,937.80**

Total Fee Due = 2,937.80
Balance Due = 2,937.80
Pending Payments - 0.00
Total Amount Due and Payable = 2,937.80

Payment Summary

Amount to Pay: $2,937.80
Electronic Check: $2,937.80

Payment Reference Number: 12024233144
Trace Number: 75610744
Type of Bank Account: CHECKING
Accountholder Name: County Of Marion
Bank Routing Number: 111903151
Bank Account Number: **********9335
Payment Effective Date: 04/30/2024

Print | Return to Menu | File for Another Taxpayer

County Criminal Costs and Fees

Original Return for period ending 03/31/2024

Confirmation: You Have Filed Successfully

Please do NOT send a paper return.

Print this page for your records.

Reference Number: 12024235245
Date and Time of Filing: 04/29/2024 03:22:07 PM

Taxpayer ID: 17560010617
Taxpayer Name: MARION COUNTY
Taxpayer Address: 102 W AUSTIN ST STE 101 JEFFERSON , TX 75657 - 2200

Entered by: BJ Westbrook
Email Address: bjwestbrook6685@gmail.com
Telephone Number: (903) 665-2472
IP Address: 208.75.27.181

Costs and Fees		Service Fee	Amount Due
01-01-2020 foward	10,149.65	-1,014.97	9,134.68
01-01-2004 --- 12-31-2019	967.23	-96.73	870.50
09-01-1991 - 12-31-2003	0.00	n/a	0.00
Bail Bond Fee (BB)	435.00	-43.50	391.50
DNA Testing Fee - Juvenile (DNA JV)	0.00	n/a	0.00
EMS Trauma Fund (EMS)	248.84	-24.89	223.95
Prior Mandatory Costs (JRF, IDF & JS)	238.29	-23.83	214.46
Juvenile Probation Diversion Fee (JPD)	0.00	n/a	0.00
State Traffic Fine (STF2) 9-1-19 fwd	4,764.19	-190.57	4,573.62
State Traffic Fine (STF) Prior to 9-1-19	225.45	-11.28	214.17
Intoxicated Driver Fine	0.00	n/a	0.00
Moving Violation Fees (MVF)	0.85	-0.09	0.76
DNA Testing Fee-Felony Conviction (DNA)	0.00	n/a	0.00
DNA Testing Fee - MSDM & CS (DNA & CS)	2.94	-0.30	2.64
Truancy Prevention/Diversion Fnd (TPD)	10.00	n/a	10.00
Failure Appear/Pay (rpt 2/3 fee) (FTA)	218.67	n/a	218.67
Time Payment Fees (rpt 50% of fees) (TP)	44.04	n/a	44.04
Judicial Fund - Constitutional Court	0.00	n/a	0.00
Peace Officer Fees (Report 20% of fees)	204.69	n/a	204.69
Motor Carrier Wght Fines (rpt 50%) (MCW)	0.00	n/a	0.00
Driving Records Fee (100% of fees) (DRF)	0.00	n/a	0.00
NON-SUSPENSION FINE (NSF)	0.00	n/a	0.00
Subtotal		**-1,406.16**	**16,103.68**

Total Fee Due = 16,103.68
Balance Due = 16,103.68
Pending Payments - 0.00
Total Amount Due and Payable = 16,103.68

Payment Summary

Amount to Pay: $16,103.68
Electronic Check: $16,103.68

Payment Reference Number: 12024235243
Trace Number: 75610838
Type of Bank Account: CHECKING
Accountholder Name: County Of Marion
Bank Routing Number: 111903151
Bank Account Number: **********9335
Payment Effective Date: 04/30/2024

Print | Return to Menu | File for Another Taxpayer

Exhibit "B"

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TERMINIX

LONGVIEW TPCL 925370
4703 JUDSON RD
LONGVIEW,TX 75605
9034384286

Contract #: 113017-043024184048-6706
Inspection Date: 05/06/2024
Inspector: SAXON, JASON

Homeowner Name: MARION COUNTY
Address: 270 CYPRESS RIVER AIRPORT RD
City State Zip: JEFFERSON, TX,75657
Home Phone: 9036652441
Work Phone:

Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

EXTERIOR INSPECTION

PROPERTY DETAILS

Linear Feet:	514	Built Pre 1985:	☐	Primary Use:	Commercial Structure
# of Stories:	1	Roof Type:	Metal Roof	Foundation Type:	Concrete
Construction Type:	Monolithic Slab	Siding:	Aluminum	Industry Type:	
Square Footage:		Lot Size:		# of Gas Meters:	
Cubic Feet:		Eave Height:		Peak Height:	

PROPERTY HAS A:

Cistern:	French Drain:	Well:
Visible Pond, Lake, Stream, or Waterway:		Sprinkler System Present:
Exterior Slab (False Porch) Over Basement Area:		Gas Meter Have 3' Clearance:

CONDUCIVE CONDITIONS

Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	☒	Live Subterranean Termites Found?	☐
Damage Found?	☐	Trees/shrubs on or against home?	
Conditions on or around foundation conducive to termite attack?		Foundation slab/wall visible?	
Conditions allowing water to collect around structure?		Openings large enough for pest/rodent/wildlife entry?	
Gutters and downspouts clear of debris and standing water?		Siding Less Than 6" From Grade:	
Styrofoam Insulation or "DRI-VIT" Below Grade?		Wood embedded in concrete?	
Breeding Sites:			

TERMINIX®

LONGVIEW TPCL 925370
4703 JUDSON RD
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9034384286

Contract #: 113017-043024184048-6706

Inspection Date: 05/06/2024

Inspector: SAXON, JASON

INTERIOR INSPECTION

PROPERTY DETAILS

Sump Pump:	A/C - Heat Ducts in or Below Slab:
Plenum A/C - Heat System:	Radiant Heat:

CONDUCIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?	☒	Live Subterranean Termites Found?	
Damage Found?		Obvious Signs Of Leaks?	
Musky Odors?		Bath Traps Installed Where Applicable?	
Wall Separation/Cracks?		Sagging Or Bouncing Floors?	

ATTIC

Number Of Attics: Attic Access Location: None

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?

Adequate Ventilation?	Adequate Insulation R-Value?	Obvious Signs Of Leaks?
Attic Vents Screened?	Asbestos Present?	

CRAWL SPACE

Number Of Crawl Spaces: _____ Crawl Space Access Location: Outside

Height Of Crawl Space: _____ High Point Of Crawl Space: _____ Low Point Of Crawl Space: _____

Distance Between Joists: _____ Depth Of Joists: _____ # of electrical connections: _____

Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests?

Wood debris, stored material or structure/ground contact?

Excessive Moisture?	Visible Plumbing Leaks?	Cracked foundation walls/supports?
Sagging Or Cracked Floor Joists?	Wood-Earth Contact?	Wood Debris In Crawl Space?
Inadequate Ventilation In Crawl Space?	Wood Embedded In Concrete?	Entire Crawl Space Accessible?

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

No visible activity in accessible areas	Date:	05/06/2024

TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

	Date:	

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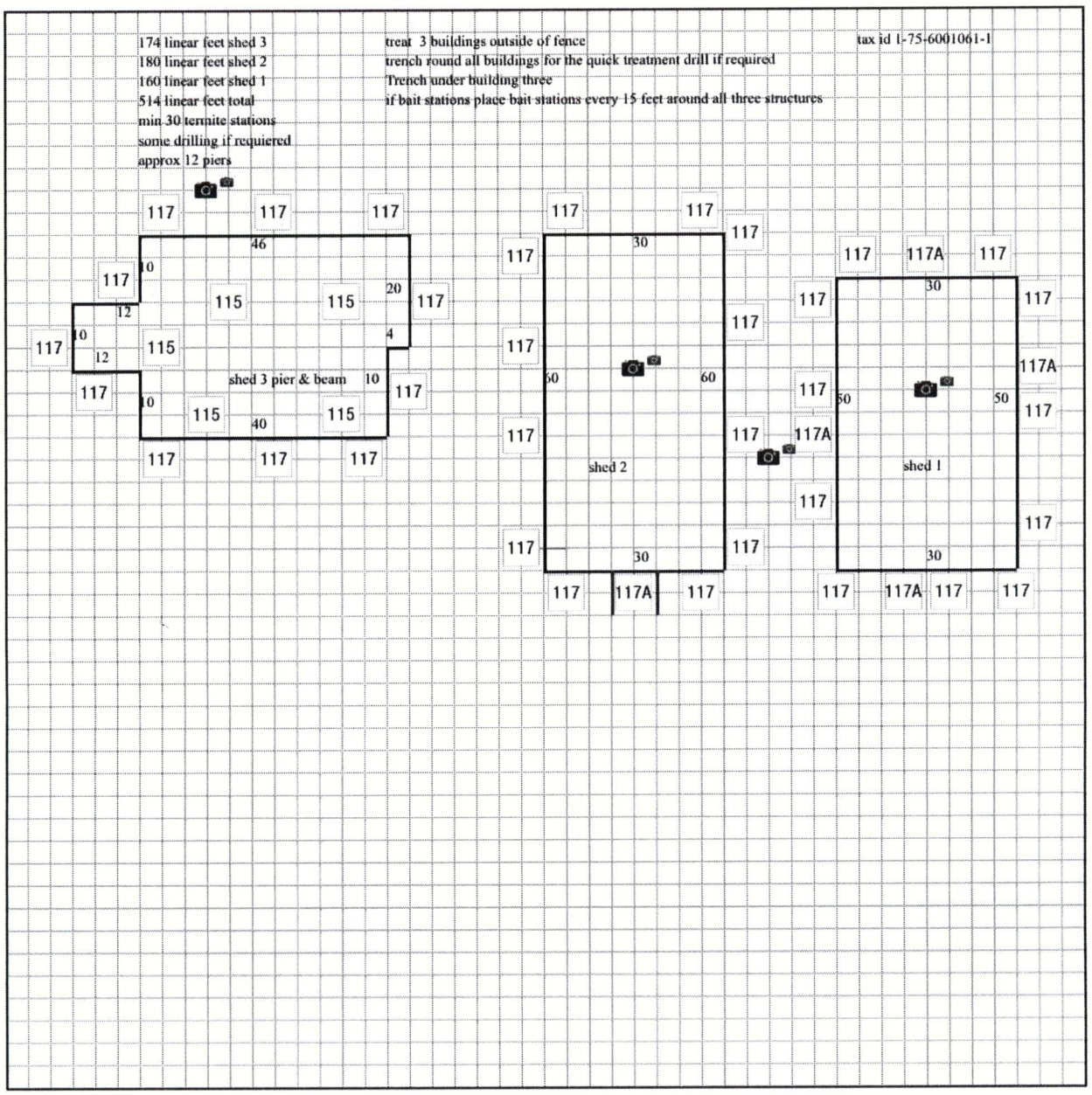
TERMINIX®

LONGVIEW TPCL 925370
4703 JUDSON RD
LONGVIEW,TX 75605
9034384286

Contract #: 113017-043024184048-6706
Inspection Date: 05/06/2024
Inspector: SAXON, JASON



Scale 1:

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.

TERMINIX®

LONGVIEW TPCL 925370
4703 JUDSON RD
LONGVIEW,TX 75605
9034384286

Contract #: 113017-043024184048-6706
Inspection Date: 05/06/2024
Inspector: SAXON, JASON

FLOOR PLAN LEGEND

PROPERTY ELEMENTS

Exterior Gas Grill	Water Shut-Off	Sprinkler Shut-Off	Gas Meter
A/C Air Conditioner	C Cistern	ES Exterior Slab Over Basement Area	IA Inaccessible Area(s)
SP Sump Pump	VW Visible Waterway		

KEY TO EVIDENCE

ACH Access Holes Allowing Pest Entry	Ant Activity	Bed Bug Activity	Bird Activity
CA Carpenter Ants	CD Cellulose Debris	DMP Dampwood Termites	DWT Drywood Termites
EC Earth Contact	Existing Damage	EM Excessive Moisture	F Fungus
FG Faulty Grade	Flies	FOR Formosan Termites	GNW Gnaw Marks/Debris (Rodent)
LGAP Large Gaps	Mice	Mosquitoes	MSVC Missing Screens/Vent Covers
PHD Possible Hidden Damage	PPB Powder Post Beetles	PPBD Powder Post Beetle Damage	RFBG Rigid Board / Foam Insulation At Or Below Grade
Roaches	RFBG Rigid Board / Foam Insulation at or Below Grade	Rodents	RDTW Rodent Waste (Droppings)
RDT DRP Rodent Droppings	TN LIN Rodent Tunneling In Insulation	TN LSL Rodent Tunneling Under Slab Or Concrete Pad	RUB Rub Marks (Rodent)
SBG Siding Less Than 6" From Grade	Spiders	SIBG Styrofoam Insulation Or DRI-Vit Below Grade	SUB Subterranean Termites
TD Termite Damage	UPHD Active Termites	WB Wood Boring Beetles	WDC Wood Debris In Crawlspace
WEMB Wood Embedded In Concrete			

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TERMINIX®

LONGVIEW TPCL 925370
4703 JUDSON RD
LONGVIEW,TX 75605
9034384286

Contract #: 113017-043024184048-6706
Inspection Date: 05/06/2024
Inspector: SAXON, JASON

FLOOR PLAN LEGEND

GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to exterior foundation walls	117A	Vertically drill exterior attached slabs and treat soil beneath along point of attachment
118	Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath	120	Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure
121A	Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodding along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall per product label specifications and treat the soil immediately beneath the dirt-filled porch slab by short-rodding along the entire inside perimeter of the DFP		
121C	Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodding adjacent to the entire inside perimeter of the DFP		
128	Trench, remove, and treat soil by the Backfill Method (see label)	129	Drill and treat voids of a double brick foundation wall per product label specifications
130	Drill and treat voids of a stone foundation wall per product label specifications	131	Drill and treat voids of a triple brick foundation wall per product label specifications
132	Drill and treat voids of a hollow block foundation wall per product label specifications	133	Drill and treat voids of a brick veneer foundation wall per product label specifications
134	Drill and treat all voids of a chimney per product label specifications	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids ,termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		
501	Install In-ground Monitoring Station		

NON-CHEMICAL TREATMENT SPECIFICATIONS

101	Provide at least 14" clearance between wood and soil in the crawl space	102	Install access to ceiling of basement for inspection and/or treatment
104	Install door/s to provide access for treating soil adjacent to plumbing	105	Install crawl space access door
106	Install Automatic Vents	109	Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
109A	Remove form boards	110	Scrape off termite tunnels
111	Set wooden supports on concrete pads to properly insulate wood to soil contact	135	Cut off stucco at least 3" above grade and remove stucco below grade
149	Remove wood to ground contacts	152	Break ground contact on step stringers
161	Prepare floor surface for drilling	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		

TERMINIX®

LONGVIEW TPCL 925370
4703 JUDSON RD
LONGVIEW,TX 75605
9034384286

Contract #: 113017-043024184048-6706
Inspection Date: 05/06/2024
Inspector: SAXON, JASON

FLOOR PLAN LEGEND

BASEMENT TREATMENT SPECIFICATIONS

122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames

CRAWL SPACE TREATMENT SPECIFICATIONS

114	Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space	115	Trench or trench and rod soil adjacent to the piers of a crawl space
116	Trench or trench and rod soil adjacent to soil pipes of a crawl space	119	Trench or trench and rod soil adjacent to a chimney of a crawl space

EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

900	Trap - Wildlife	901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic	903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent	905	Screen Foundation Vent
906	Screen Soffit Vent	907	Repair Roof Return
908	Seal Pipe Penetration	909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage	911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall	913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof	915	Install Chimney Cap

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

171	Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes	172	Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
173	Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab	174	Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall

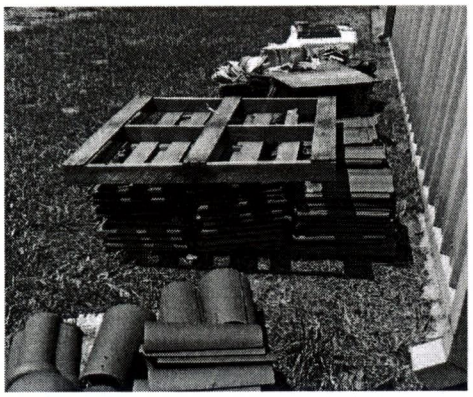
SLAB TREATMENT SPECIFICATIONS

122A	Drill the slab per product label specifications along the expansion joint where two slabs meet and treat soil underneath	123	Treat soil adjacent to plumbing penetrations
123A	Drill the slab along one side of the partition wall per product label specifications and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall per product label specifications and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab per product label specifications and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab

TERMINIX®

LONGVIEW TPCL 925370
4703 JUDSON RD
LONGVIEW,TX 75605
9034384286

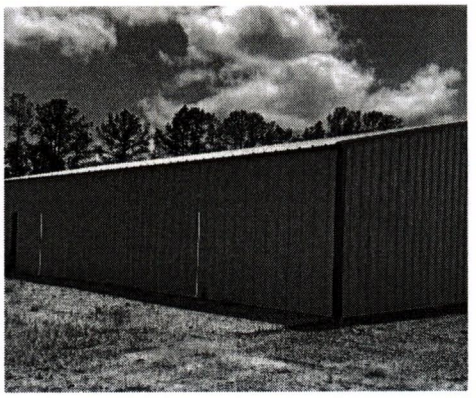
Contract #: 113017-043024184048-6706
Inspection Date: 05/06/2024
Inspector: SAXON, JASON



Other

Other

Other



Other

TERMINIX®

Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Initial Term	Liquid Defend		$4949.82	$0.00	$0.00	$4949.82
Pre-Paid Renewals	Liquid Defend	1	$668.22	$0.00	$0.00	$668.22
				Grand Total:	$5618.04	* Total Prmt 2024

Product	Merchandise	Quantity

Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

$

Authorization

Purchaser Name: MARION COUNTY **Purchaser (Signature):** _____ Date: _____

AUTOPAY: Purchaser authorizes Terminix and affiliates including SMAC to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

Terminix Authorization

Purchaser Name: MARION COUNTY **Purchaser (Signature):** _____ Date: _____

SMAC Authorization

TERMINIX®

Purchaser Name: MARION COUNTY **Purchaser (Signature):** _____ Date: _____

Texas Department of Agriculture WDI Post-Construction Treatment Disclosure Document

Treating Pest Control Company:	TERMINIX	**Treatment Type: (check all that apply)**	☐ Partia ☐ Spot ☒ Pier & Beam ☐ Slab ☒ Barri ☐ Baiting ☐ Full **(Fumigation Only)**
Company's TPCL #:	925370	**Customer Name:**	MARION COUNTY
Company's Address & Phone Number:	4703 JUDSON RD, LONGVIEW, TX 75605 9034384286	**Service Address/ Physical Location:**	270 CYPRESS RIVER AIRPORT RD, JEFFERSON, TX 75657
Disclosure Date:		**Product(s):** ***Pesticide(s) and or Device(s)***	Termidor he
Treatment Date:	05/06/2024	**Concentration(s) or number of Bait Stations:**	0
Targeted Wood Destroying Insect(s)	☒ **(S) Subterranean Termites** ☒ **(F) Formosan Termites** ☐ **(D) Drywood Termites** ☐ **(CB) Carpenter Bees** ☐ **(PPB) Powder Post Beetles** ☐ **(WBB) Wood Boring** ☐ **(WD) Other Wood Destroying Insect ___ (specify)**		

When an estimate or proposal for all Wood Destroying Insect treatment(s) (EXCLUDING CARPENTER ANTS) is submitted to a consumer the pest control company must provide the following written disclosure information: For all treatments there will be a diagram showing exactly what will be treated. Treatment specifications and warranties for those treatments may vary widely. Review the pesticide label provided to you for minimum treatment specifications. If you have any questions, contact the pest control company or the Texas Department of Agriculture (TDA), P.O. Box 12847, Austin, Texas 78711-2847. The telephone numbers for TDA are (866) 918-4481 or Fax: 888-232-2567. Documentation shall also include but is not limited to a diagram of the structure(s) including numerical perimeter measurements of the entire structure (no scaling) as accurately as practical, areas of active or previous wood destroying insect activity, the areas to be treated, areas of conducive conditions to infestation by wood destroying insects, construction details and other information about construction relevant to the treatment proposal, the concentration of any liquid pesticide application to be used, the minimum number of baiting systems installed, or the square footage if a physical barrier is installed.

The consumer is advised to review all this information and the pesticide label for explanations of the proposed treatment and compare this with any other proposal or estimate they may receive.

Treatment Types and Definitions

A subterranean termite treatment may be a partial treatment or a spot treatment using an *EPA approved* termiticide, physical barriers or a baiting system. These types of treatments are defined as follows:

TYPES OF SUBTERRANEAN TERMITE TREATMENTS:

- **Partial Treatments**. This technique allows a wide variety of treatment strategies but is more involved than a spot treatment (see definition below). Ex.: treatm ent of some or all of the perimeter, bath traps, expansion joints, stress cracks, portions of framing, walls and bait locations.
- **Spot Treatments**. Any treatment which concerns a limited, defined area less than ten (10) linear or square feet that is intended to protect a specific location o r "spot." Often there are adjacent areas that are susceptible to termite infestation which are not treated.
- **Baiting Systems**. This type of treatment may include interior and/or perimeter placement of monitoring or baiting systems along with routine inspection inter vals. The baiting technique may include one (1) or more locations as prescribed by the product label and instructions.
- **Barriers**. If a physical barrier is used, the square footage of the physical barrier must be recorded and a diagram describing the installation will be provided.

TYPES OF SUBTERRANEAN TERMITE TREATMENTS BASED ON CONSTRUCTION TYPES:

- **Pier and Beam**. Treatment of the outer perimeter including porches, patios and treatment of the attached garage. In the crawl space, treatment would includ e any soil to structure contacts (piers and/or pipes).
- **Slab Construction**. Treatment of the perimeter and all known slab penetrations as well as any known expansion joints or stress cracks.

A drywood termite, powder post beetle, wood boring beetle, or other related wood destroying insect treatment may be a full treatment or spot treatment. These types of treatments are defined as follows:

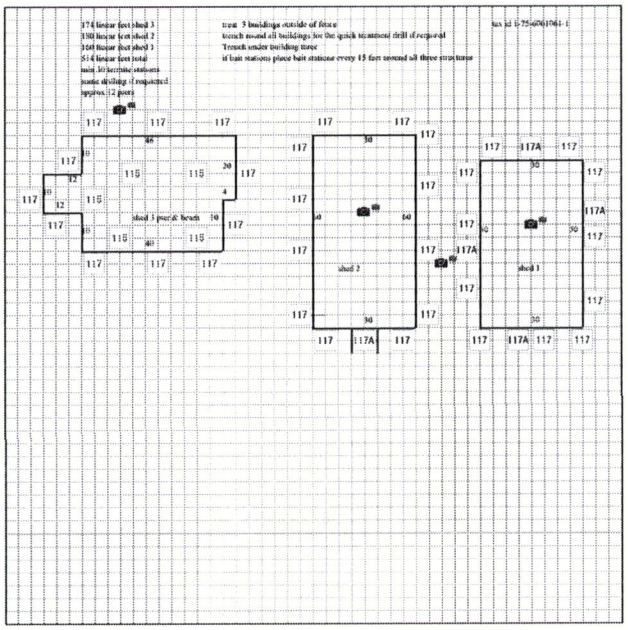
- **Full Treatment:** A treatment to control 100% of the insect infestation by tarpaulin fumigation or appropriate sealing method. A full treatment by fumigation is designed to eliminate every insect colony. It should include the infested structure and all attached structures; or
- **Spot Treatment**: Any treatment less than a full treatment by tarpaulin fumigation. This treatment should be considered only when a drywood termite, powde r post beetle, wood boring beetle or related insect infestation has a limited and defined area of infestation. Adjacent areas susceptible to dry wood termite, powder post beetle, wood boring beetle or related insect infestations are not treated. Because of the nature of wood destroying insects, these untreated areas may continue to harbor drywood termites, powder post beetle, wood boring beetle, and related insects throughout the structure without detection.

Licensed and regulated by: Texas Department of Agriculture
P.O. Box 12847, Austin, Texas 78711-2847, Phone (866) 918-4481, (FAX) 888-232-2567

Description of Structure(s)

454

Treatment Graph for this Service Address / Physical Location:	270 CYPRESS RIVER AIRPORT RD, JEFFERSON, TX 75657
These are conducive conditions for Wood Destroying Insects. It is *recommended* the corrections be made to the structure. (noted on the graph)	☐ (G) Wood to Ground Contract ☐ (I) Form boards left in place ☐ (J) Excessive Moisture ☐ (K) Cellulose Debris under or around structure ☒ (L) Footing too low/soil line too high ☐ (O) Planter box abutting structure ☐ (Q) Wood Pile in Contact with Structure ☐ (R) Wooden Fence in Contact with the Structure ☐ (V) Insufficient Ventilation ☐ (C) Other (Describe): ___
Notated on the graph are areas to be treated:	☒ (X) ☒ (O) Trenched ☐ (R) Rodded ☐ (BS) Bait ☒ (BT) Barrier ☐ Other Other label approved treatment method: ___ (specify) Other label approved treatment method: ___ (specify)
Notated on the graph is active or previous infestation	(A) Active (P) Previous — **Location of the Treatment Sticker:** Beneath the Kitchen Electric Breaker Box — Adjacent to the Hot Water Heater



Notes pertaining to construction details and or treatment details:

Treat 3 buildings

CA or Licensed Technician's Signature & License Number:	**SIGNATURE:**	**Warrantied:**	☐ YES ☒ NO	☒ Complete Warranty Information Attached
	PRINTED:	**Full Label(s) provided:**	☐ YES ☒ NO	
***Apprentice Name & Registration Number:**				

*Apprentice may **ONLY** complete a Disclosure Document ***IF*** a Certified Applicator ***or*** Licensed Technician licensed in the Termite Category is present during the inspection and completion of the form; this is allowed for training purposes **ONLY**.

Instructions for completing the Post-Construction Treatment Disclosure Document

1. **A copy of the Disclosure Document, a FULL copy of the EPA registered pesticide or device label, a copy of a Consumer Information Sheet, and FULL warranty information MUST be provided to the customer PRIOR to any treatment being started.**
2. **All Disclosure Documents and Use Records MUST be maintained for a period of 2 years past the date of creation.**
3. **This Disclosure Document is for ALL Wood Destroying Insects, excluding Carpenter Ants.**
    - If you are treating for a Wood Destroying Insect which requires a fumigation application (i.e. Drywood Termites, Powder Post Beetles, etc.) you **MUST** be licensed in the Structural Fumigation Category as well as the Termite Category. In addition, a Structural Fumigation Log Form **MUST** be completed.
    - All Structural Fumigation Laws and Regulations **MUST** be followed.
4. **Complete all blank sections of this form** (These are the minimum requirements as per Texas Department of Agriculture's Laws and Regulations):
    - If you do not have the physical address for the structure you are treating, GPS coordinates or detailed directions from the nearest town/major intersection is acceptable.
    - You must provide the name and license number (TPCL number) of the business completing the disclosure document.
    - You must provide the date of which the Disclosure Document was issued.
    - IF an apprentice is being trained on how to complete Disclosure Documents a Certified Licensed Applicator **OR** a Licensed Technician, licensed in the Termite Category, **MUST** be present for the inspection and sign the disclosure as the responsible licensee for the document.
    - The name and license number, or registration number (for apprentices), **MUST** be recorded on the Disclosure Document.
5. Your graph **MUST** contain the following:
    - Perimeter measurements as accurate as practical and as they pertain to the application; scaled measurements are not acceptable.
    - Notation of all conducive conditions and their location on around/near the structure (see the code box for a list of conducive conditions). If additional codes are needed it **MUST** be defined.
    - Notation of **ALL** treated areas and the treatment methods used (see the code box for a list of treatment codes). If additional codes are needed it **MUST** be defined.
    - Notation of the location of the active and previous activity of wood destroying insect(s).
    - Notation of the wood destroying insect(s).
6. **List all the pesticide products and or devices used for the treatment on the disclosure and the rate of application or concentration.**
7. Full Treatment on this form is defined for **STRUCTURAL FUMIGATION ONLY**. All other treatments on a pre-existing structure are classified as either **PARTIAL** or **SPOT** (see the definitions above). Notation of a Full Treatment can only be noted on a Pre-Construction Treatment Disclosure Form.
8. If construction of the structure or other environmental conditions result in a change of how the structure is to be treated as per initially disclosed, an amended graph **MUST** be provided. In addition, if the product(s) have changed a new full label must be given to the customer.
9. Make notation of application limitations, structural impediments, soil conditions, etc. which would alter your treatment of the entire perimeter of the structure, etc.
10. **THIS IS NOT YOUR USE RECORD**. A copy of the pesticide or device use record may be kept in a hardcopy or digital format.
11. **FOR A RE-TREATMENT OF A PROPERTY FOR AN EXISTING CUSTOMER:**
    - The pest control business must provide the following before conducting the re-treatment:
        1. The label of the pesticide to be used;
        2. A diagram or updated diagram of the structure showing areas to be treated; and
        3. A consumer information sheet described in §7.147, of this title.

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Product Labels & Safety Data Sheets

Product Labels & Safety Data Sheets, please visit: https://lycensed.com/orgs/terminix/public/chemical_documents

For NY customers, please select 'NY' as your locale

BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

MANAGE YOUR ACCOUNT 24/7.

Manage your Terminix account around the clock on your computer, tablet or smartphone. Just sign up and **Terminix.com/my-account.**

- **MOBILE-FRIENDLY ACCESS:** Access your account from anywhere
- **MANAGE UPCOMING APPOINTMENTS:** View and schedule service visits
- **UPDATE YOUR PROFILE:** Update your payment and contact info
- **SIMPLE PROTECTION PLAN RENEWALS:** Maintain your plan without the hassle

MAKE PAYMENTS WORRY-FREE.

Save time and money with **AutoPay**. Payments are automatically charged to your preferred payment method when they're due so there's no need to worry about another bill.

HAPPY WITH YOUR SERVICE? PASS THE WORD ALONG.

Want to earn a credit on your next service? Recommend Terminix to your friends and family. Ask your technician for more details.

FIND OUT WHAT PEOPLE ARE SAYING.

CONSUMERAFFAIRS ★★★★☆

Find reviews and ratings by other customers.
consumeraffairs.com/homeowners/terminix

TERMINIX®

TERMINIX COMMERCIAL

Contract #: 113017-043024184048-6706

LIQUID DEFEND SYSTEM® SERVICE PLAN

THIS AGREEMENT PROVIDES FOR TREATMENT OF A STRUCTURE WITH A SUBTERRANEAN TERMITE LIQUID DEFEND SYSTEM. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE TO STRUCTURES CAUSED BY SUBTERRANEAN TERMITES SUBSEQUENT TO SUCH TREATMENT. THE SUBSEQUENT EXCAVATION OF SOIL OR OTHER DISTURBANCE OF THE LIQUID DEFEND SYSTEM INSERTION POINTS MAY RESULT IN A LACK OF TERMITE PROTECTION.

Purchaser (print name)	MARION COUNTY	Main Phone	9036652441	Alternate Phone	
Purchaser Mailing Address	, ,				
Property Address	270 CYPRESS RIVER AIRPORT RD, JEFFERSON,TX 75657				
Description of Structure(s) Covered	Other,Shed/Shop			Email	SUSAN.ANDERSON@CO.MARION.TX.US

SERVICE / PAYMENT TERMS

INITIAL CHARGES* (Initial Treatment and Initial Term Fee)	$	4949.82
ANNUAL RENEWAL CHARGE*	$	742.47
TRANSFER FEE*	$	
BILLING FREQUENCY		Annual

*Excludes tax (if applicable)

Customer acknowledges, accepts and agrees that:

Terminix has provided the Customer with a copy of the manufacturer's specimen label or other state-required documents for the termiticide(s), which will be used to treat the above-named property.

Terminix has provided the Customer with an Inspection Graph, as described in Section 3–Inspection Graph of the Terms and Conditions on page 2 of this Agreement.

Terminix has provided the Customer with the Liquid Defend System Treatment Guide, as described in Section 10–Information Regarding Liquid Defend System of the Terms and Conditions on page 2 of this Agreement.

Customer accepts and agrees to the Terms and Conditions on pages 1–2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 19 and 20 of the Terms and Conditions on page 2 of this Agreement:

Customer's Company Name:	MARION COUNTY	Customers Authorized Representative (Print Name):	MARION COUNTY
Customer's Authorized Representative (Signature):	Lewis J LaFleur, County Judge	Date:	5-13-2024
Representative Name:	SAXON, JASON	Representative (Signature):	
Terminix Branch Phone:	9034384286	Terminix Branch Charter No.:	925370
Terminix Branch Address:	4703 JUDSON RD, LONGVIEW, TX 75605	Date:	5-13-2024

STATE-SPECIFIC DISCLOSURES.

FOR CALIFORNIA RESIDENTS: Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538.

FOR TEXAS RESIDENTS: Licensed and regulated by: Texas Department of Agriculture, PO Box 12847, Austin, TX 78711-2847 Phone 1.866.918.4481 Fax 1.888.232.2567.

TERMS AND CONDITIONS

1. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the date of initial tr eatment of the Structures with the Liquid Defend System and shall continue thereafter for one year (the "Initial Term"), unless terminated earlier as set forth herein. Customer may extend the Initial Term for additional one year periods (each a "Renewal Term") for so long as Customer owns the property described on the Inspection Graph by paying the Annual Renewal Term Fee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. Terminix reserves the right to revise the Annual Renewal Fee following the expiration of the second Renewal Term.

2. **FEES.** Customer shall pay the fees for the initial treatment of the Structures with the Liquid Defe nd System and Services for the Initial Term and any Renewal Term based upon the Payment Option selected by Customer.

3. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Customer, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/ damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc., to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises depicted in the Inspection Graph represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any damages to the Structures including, without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

4. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE DATE OF INITIAL TREATMENT WITH THE LIQUID DEFEND SYSTEM. The sole obligation of Terminix during the Initial Term or any Renewal Term, as applicable, of this Agreement (hereinafter the "Services") is as follows: (a) Treat the Structures as described on the Inspection Graph attached to this Agreement with the Terminix Subterranean Termite Liquid Defend System (the "Liquid Defend System"); (b) Provide additional spot liquid termiticide treatments at no additional charge to Customer, as deemed necessary by Terminix, to provide ongoing prevention, control and/or elimination of Subterranean Termite colonies; and (c) Inspect the Structures annually or at any time upon the request of Customer for termite activity.

5. **PROTECTION AGAINST SUBTERRANEAN TERMITES.** THE LIQUID DEFEND SYSTEM ONLY CONTROLS FOR AND PROTECTS THE STRUCTURES FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SSP., HETEROTERMES SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) (COLLECTIVELY "SUBTERRANEAN TERMITES") INFESTATIONS. THE LIQUID DEFEND SYSTEM DOES NOT CONTROL OR PROTECT THE STRUCTURES FROM AERIAL (ABOVE-GROUND) INFESTATION OF ANY KIND. DRYWOOD TERMITES (*KALOTERMES SPP. INCISITERMES SPP., CRYPTOTERMES SPP.*) OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD- DECAY FUNGI. FUMIGATION OR SPOT TERMITICIDE TREATMENT MAY BE NECESSARY TO CONTROL AERIAL INFESTATIONS. IF A FUMIGATION OR SPOT TERMITICIDE TREATMENT IS DEEMED NECESSARY BY TERMINIX TO CONTROL AN AERIAL (ABOVE-GROUND) INFESTATION, CUSTOMER GRANTS TERMINIX A RIGHT OF ACCESS TO THE STRUCTURES TO TREAT SUCH AERIAL INFESTATION AND CUSTOMER SHALL PAY TO TERMINIX ADDITIONAL CHARGES FOR SUCH AERIAL INFESTATION TREATMENT AT TERMINIX'S THEN CURRENT RATES.

6. **ACCESS TO PROPERTY.** Customer must allow Terminix access to the Structures for any purpo se contemplated by this Agreement including, but not limited to, reinspections, whether the inspections were requested by the Customer or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.

7. **CUSTOMER COOPERATION.** Customer's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this contract are reported in writing by Terminix to the Customer, and are not corrected by Customer, Terminix cannot ensure effective Services. If Customer fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Customer as an extra charge.

8. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY SUBTERRANEAN TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING ANY TREATMENTS.

9. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exter ior walls of the Structures may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Customer is responsible for making timely repairs as necessary to stop the leakage. Customer's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.

10. **INFORMATION REGARDING LIQUID DEFEND SYSTEM.** Customer acknowledges and agrees that the treatment of the Structure with the Liquid Defend System, as described in the Liquid Defend System Treatment Guide provided to Customer, requires: (1) excavation of soil directly adjacent to the exterior walls and/or concrete slab of the Structures for insertion of liquid treatment, and/or (2) drilling of holes in and around the concrete slab, basement, crawl space and exterior walls of the Structures for the insertion of the liquid treatment. Customer further understands and agrees that the Liquid Defend System treatment shall be determined by Terminix, in its sole discretion, based upon its review and analysis of the Structures and surrounding areas to ensure effective protection of the Structures. Customer hereby releases Terminix from any and all claims of damage to the Structures and surrounding areas as a result of the application of the Liquid Defend System. If Customer fails and refuses to allow Terminix to properly apply the Liquid Defend System as determined by Terminix in its sole discretion, this Agreement shall automatically terminate.

11. **ADDITIONS OR ALTERATIONS TO STRUCTURES.** This Agreement covers the Structures desc ribed on the Inspection Graph as of the date of initial treatment with the Liquid Defend System. If the Structures or areas on or near the Liquid Defend System insertion points are structurally modified, altered or otherwise changed including, but not limited to, removal or addition of soil around the foundation (collectively "Alterations"), Customer must provide Terminix with written notice of such Alterations within ten (10) days of the occurrence of such Alterations. Customer's failure to provide such notice will terminate this Agreement automatically without further notice. The failure of Terminix to discover such Alterations does not release Customer from the obligations to provide written notice to Terminix of the same. Customer shall pay Terminix's then-current charges for a service call to evaluate the Alterations and provide additional Liquid Defend System treatment as a result of the Alterations. Terminix reserves the right to increase the Annual Renewal Term Fee as a result of the Alterations.

12. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structures, Services may be conti nued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Annual Renewal Term Fee upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Annual Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.

13. **FORCE MAJEURE.** Terminix shall not be liable to Customer for any failure to perform or delay i n the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.

14. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover and Terminix will not be respons ible for damage resulting from or services required for: (a) termites and/ or any other wood-destroying organisms, except as specifically provided herein; (b) moisture conditions including, but not limited to, fungus damage and/or water leakage cau sed by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limit ed to, wood to ground contacts; (e) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Customer to properly cure at Customer's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.

15. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. I n the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the Annual Renewal Term Fee or terminate this Agreement.

16. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Customer, Terminix has the right to terminate this Agreement. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Customer, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.

17. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Customer in advance of any such change, and Customer may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.

18. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reas on, the remaining terms and conditions of this Agreement shall remain in full force and effect.

19. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award, any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.

20. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and no t as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

21. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 19 of this Agreem ent which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.

22. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire Agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

23. **Notice for California Consumers:** In order to establish an account and provide you with servic e, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at www.terminix.com/privacy.

