

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Tuesday, the 28th day of May, 2013 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Commissioners Present Jason Grant, David Warren, Dick Martin, and James Olsen.

Meeting moved to Basement Conference Room

1. 10:00 A.M. Motion to convene by Comm. Warren sec by Comm. Olsen
All voted aye motion carried
2. Opening prayer by Commissioner Olsen
3. Pledge of Allegiance
4. Public Comments- No comments

CONSENT AGENDA

Motion to approve the consent agenda items 5-9 by Comm. Warren sec by Comm. Grant
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of May 13th, 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 5/13/13)
7. Motion to approve Revenue Certificate for FY 2013 revenue received from the Corsicana Preservation Foundation pursuant to Local Government Code (LGC) Section 111.0706 **TO WIT PG 435-437**
8. Motion to approve budget transfer in the amount of \$11,500 from Contractor Road repairs (213-613-449) to Machine Hire (213-613-448) in precinct 3
9. Motion to approve budget increase in the amount of \$25,000 to personnel line items in the County Courthouse department to pay for additional security guard from the courthouse security fund

REGULAR AGENDA


10. No action taken on Burn Ban remains off

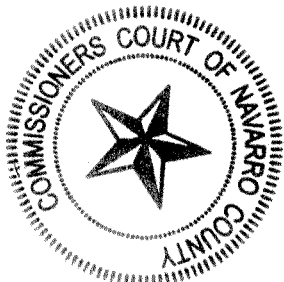
11. Motion to approve Resolution of application for grant funding of Victim's Coordinator services to be signed by Commissioners, Judge is Authorized Official by Comm. Martin sec by Comm. Warren
All voted aye motion carried **TO WIT PG 438**
12. Motion to approve extending the "construction proposal due date" for Courthouse Restoration (Bid No.2013-C-007) to by Comm. Olsen sec by Comm. Grant
All voted aye motion carried
13. Motion to approve board appointment to the Navarro County Health Department of Kyra Hooser by Comm. Grant sec by Comm. Martin
All voted aye motion carried
14. Motion to approve Master Subscription Agreement Service Order with Citrix for HIDTA by Comm. Warren sec by Comm. Olsen **TO WIT PG 439-440**
All voted aye motion carried
15. Motion to approve intergovernmental transfer of certain Navarro County tax funds to serve as the non-federal share of Medicaid supplemental payments to Navarro Regional Hospital for 4th Quarter 2012 (Navarro County's Q-2) under Texas Healthcare Transformation and Quality Improvement Program 1115 Demonstration Waiver (formerly the UPL Program) (amount not to exceed state computed cap) \$125,000 by Comm. Martin sec by Comm. Warren
All voted aye motion carried
16. Motion to approve Specific Use Permit for O'Brien Energy to locate a temporary water pumping station in the lakeshore area, the temporary water pumping station is proposed to be located at Mattie Caston Park, location just off SE 3130 by Comm. Martin sec by Comm. Grant
All voted aye motion carried
17. Motion to approve Specific Use Permit for O'Brien Energy to locate a temporary water pumping station in the lakeshore area, the temporary water pumping station is proposed to be located in the W. Bright Survey on tract 4A; location is just west of SE 3130 and north of 3100 by Comm. Martin sec by Comm. Warren
All voted aye motion carried
18. Motion to approve to declare salvage 3 metal detectors by Comm. Grant sec by Comm. Martin
All vote aye motion carried

19. Motion to approve Rental Agreement with Kirby-Smith Equipment for 2 machines, Pct. 3 \$12,600 & \$5,200 per month by Comm. Warren sec by Comm. Grant
TO WIT PG 441-442
All voted aye motion carried
20. Motion to approve as salvage 97-Chevy ¾ ton pickup vin# 1GCGC29R5VW236186, Alkota Power Washer Serial #4790 by Comm. Warren sec by Comm. Grant
All voted aye motion carried
21. Motion to approve Navarro County Electric Coop to set 10-40 ft. poles, 1 ft. outside the fence on County property, NWCR 1160, Pct. 1 by Comm. Grant sec by Comm. Warren
All voted aye motion carried
22. Motion to approve Agreement to purchase Real Estate and name signer for closing on Precinct 1 barn (\$165,000) Hwy 22 Hulcher Services Inc. building Judge Davenport as signer by Comm. Grant sec by Comm. Martin
All voted aye motion carried
TOWIT PG 443-447
23. Motion to approve Road Crossings for Universal Pegasus International Pipeline to bore under County Roads, SWCR 3070 SWCR 3060, SWCR 3050, SWCR 1100, SWCR & 1090 SWCR 3040 Pct.4 by Comm. Olsen sec by Comm. Warren
All voted aye motion carried
24. Motion to approve motor grader purchase for Pct. 2 Cat 120 M-2 \$207,248.00 by Comm. Martin sec by Comm. Warren
TO WIT PG 448-449
All voted aye motion carried
25. Motion to adjourn by Comm. Martin sec by Comm. 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 MAY 28th 2013.

SIGNED _____ 28th _____ DAY OF MAY 2013.


SHERRY DOWD, COUNTY CLERK





Navarro County Seal

NAVARRO COUNTY AUDITOR'S OFFICE

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

Terri Gillen, First Assistant
Brittney Simon, Internal Auditor
Natalie Robinson, Assistant
Gloria Turner, Assistant
Patty Wells, Assistant
Anne Johnson, Assistant

Kathy B. Hollomon, CPA
County Auditor

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

May 24, 2013

To: H. M. Davenport, County Judge
Jason Grant, 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

"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 2012 – 2013. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

The amount and source of the certified additional funds are as follows:

Amount: \$13,000.00

Source: Corsicana Preservation Foundation

Sincerely,

Kathy B. Hollomon, CPA
Navarro County Auditor

SPECIAL BUDGET

**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.0706**

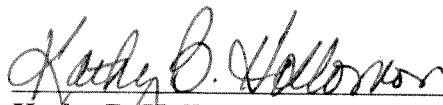
Fund- Department – Account	Description	Current Budget	Requested Increase	Amended Budget
2013-101-410-446	Courthouse Restoration	\$137,500.00	\$13,000.00	\$150,500.00


This budget amendment is to recognize the unbudgeted grant revenue received from the Corsicana Preservation Foundation to be used for courthouse restoration and preparations.


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: 5/15/13

Date: 5/15/13

Date: 5-28-13

CORSICANA PRESERVATION FOUNDATION

P.O. BOX 1717
CORSICANA, TX 75151-1717
(903) 874-5681

CITIZENS NATIONAL BANK
CORSICANA, TX 75110
88-315/1119

437 1211

5/10/2013

PAY TO THE ORDER OF Navarro County Courthouse Restoration Fund

\$ 13,000.00

Thirteen Thousand Only

DOLLARS

Henry A. ...
[Signature]

MEMO CPF Fund Raiser donation

⑈001211⑈ 1:111903151⑈ ⑈1091122088⑈

101-300-408

Community Grant

#11

(SAMPLE FORM OF RESOLUTION OF GOVERNING BODY)

RESOLUTION OF GOVERNING BODY—REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CDT WEDNESDAY, MAY 15, 2013. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE.

LEGAL NAME OF APPLICANT: Navarro County District Attorney's Victim Services
UNIQUE APPLICATION NUMBER (if applicable): V00068-14-0298

Be it known as follows:

WHEREAS, the Navarro County District Attorney's Victim Services [Name of Applicant] has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program (check one):

- Other Victim Assistance Grant (OVAG)
 Victim Coordinator and Liaison Grant (VCLG)
 Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds

WHEREAS, the Navarro County Commissioners' Court, [Name of Governing Body of Applicant, such as City Council, County Commissioners' Court or Board of Directors], has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the Navarro County District Attorney's Victim Services [Name of Applicant] has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": Honorable H. M. Davenport
Position Title: County Judge

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

James Olsen
Signature

JAMES OLSEN
Printed Name

5-28-13
Date

#14

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**Master Subscription Agreement
SERVICES ORDER**

COL OID #: 130508480381

Please scan and email ALL PAGES of the signed Services Order to:
Citrix Online Representative

I. CUSTOMER DATA SUMMARY:

CONTACT INFORMATION	BILLING INFORMATION
<p>Customer: <u>Navarro County (North Texas Hedta)</u></p> <p>Address: <u>300 West 3rd ave suite 10 Corsicana, TX 75110</u></p> <p><u>USA</u></p> <p>VAT/TVA/ABN Number: _____</p> <p>Main Contact: <u>Rick Milteer</u></p> <p>Telephone: <u>(972) 632-9828</u></p> <p>Email: <u>rick.milteer@nthidta.org</u></p> <p>Setup Contact: _____</p> <p>Telephone: _____</p> <p>Email: _____</p> <p><i>Citrix Online Representative</i> Name: <u>Gerry Letourneau</u></p> <p>Email: <u>gerry.letourneau@citrix.com</u></p>	<p>Purchase Order #: _____ Not Applicable</p> <p>Already a customer? Complete the following ONLY if changing your current Billing Contact, Billing Frequency and/or Payment Process.</p> <p>Billing Address: (if different) _____</p> <p>Billing Contact: _____ Telephone: _____ Email: _____</p> <p>Billing Frequency: (select one) _____ Monthly _____ Quarterly _____ Semi-Annually _____ Annually</p> <p>Billing Method: Invoices shall be delivered to Customer via email.</p> <p>_____ Insert "X" here if Customer requires paper invoice</p> <p>_____ Insert "X" here if Customer elects to pay by bank transfer or ACH/Direct Debit (See http://www.citrixonline.com/billing)</p> <p>_____ Insert "X" here if Customer elects to pay by credit card transaction (Requires completion of separate credit card authorization form found at http://www.citrixonline.com/billing)</p> <p>_____ Insert "X" here if Customer elects to pay by check/cheque</p> <p>All payments are due and payable thirty (30) days from the date of invoice.</p>

II. SERVICE & FEE SUMMARY:

Customer agrees to use the Services in accordance with the applicable Use Levels set forth below:

Service	Number of New User(s)*	Type of User	Maximum Number of Attendees OR Devices/ Servers OR Storage Capacity	Monthly Subscription Fee per User OR Devices/Servers	Total Monthly Subscription Fee	Total One-Time Implementation Fee
GoToAssist® Corporate		TYPE	n/a		0.00 CUR	CUR
GoToAssist® Corporate FastChat™		TYPE	n/a		0.00 CUR	CUR
GoToAssist® Monitoring	n/a	n/a	0/0		0.00 CUR	CUR
GoToAssist® Remote Support	2	NAU	n/a	\$51.75USD	\$103.50USD	0
GoToAssist® Service Desk	2	NAU	n/a	\$36.75USD	\$73.50USD	0
GoToMeeting®		NAU	0		0.00 CUR	CUR
GoToTraining®		NAU	0		0.00 CUR	CUR
GoToWebinar®		NAU	0		0.00 CUR	CUR
GoToWebcast-Video		NAU	0		0.00 CUR	CUR
GoToWebcast-Audio		NAU	0		0.00 CUR	CUR
GoToMyPC®		NAC	n/a		0.00 CUR	CUR
Podio		PU	n/a		0.00 CUR	CUR
ShareFile		NAU	10GB per NAU		0.00 CUR	CUR
Options					CUR	CUR

Other	
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The fees specified in the Service and Fee Summary above are exclusive of VAT, GST and any other applicable taxes and/or fees.
 *Based on the Service subscribed to "User(s)" may refer to Named Authorized User(s) ("NAU"), Named Authorized Computer(s) ("NAC"), Podio User(s) ("PU"), or Concurrent Seat(s) ("CS").

III. TERM. The pricing set forth above is based on Customer's commitment to a term of twelve (12) months ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for consecutive twelve (12) month term(s) (each a "Renewal Term") unless either Party gives notice of non-renewal forty-five (45) days prior to expiration of the then-current term. During the Renewal Term, either party may terminate at any time by giving forty-five (45) days prior written notice.

IV. MASTER SUBSCRIPTION AGREEMENT DOCUMENTS: (CHECK APPLICABLE DOCUMENTS)

By signing below, Citrix and Customer each confirm that it has read, understands and agrees to the provisions set out in the documents listed and checked below, the combination of which comprises the Master Subscription Agreement and no other terms and conditions will apply.

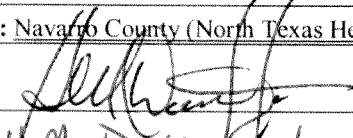
The Master Subscription Agreement is comprised of the documents checked below:

MASTER SUBSCRIPTION AGREEMENT:	
<input type="checkbox"/>	Services Order and Service Descriptions (available at: https://www.citrixonline.com/s/service_descriptions)
<input type="checkbox"/>	Terms and Conditions (available at: https://www.citrixonline.com/s/corporate_terms_and_conditions)
<input type="checkbox"/>	Addendum to Terms and Conditions (if any)
OR	
<input checked="" type="checkbox"/>	Services Order Only (Add-On)*
<p>* This Services Order Only option applies only for new or additional Services added to Customer's existing Master Subscription Agreement (MSA). Customer hereby agrees to the terms and conditions applicable to such Services as set forth in the applicable services descriptions accessible at https://www.citrixonline.com/s/service_descriptions, as amended from time to time. Furthermore, to the extent that the Customer's MSA does not define terms used in this Services Order or the terms Data Privacy and Uploaded Data, Customer agrees to the sections related to such terms accessible at https://www.citrixonline.com/s/corporate_terms_and_conditions. With respect to the new or additional Services and notwithstanding Section III above, Customer's Term shall continue as stated in the Agreement.</p>	

V. CITRIX ONLINE CONTRACTING ENTITY:
(The applicable Citrix Online entity is as set forth in the Terms and Conditions)

Citrix Online LLC 7414 Hollister Avenue Goleta, CA 93117 USA	Citrix Online UK Limited Chalfont Park House, Chalfont Park Gerrards Cross, Bucks SL9 0DZ Registration Number: <u>646972</u> VAT number <u>GB928999931</u>	Citrix Online Aus Pty Ltd Level 3, 1 Julius Avenue North Ryde NSW 2113 ABN# <u>47 130 063 642</u>
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IN WITNESS WHEREOF, the parties have entered into the Agreement.

CUSTOMER: <u>Navarro County (North Texas Hedta)</u>		CITRIX ONLINE	
Signature:		Signature:	
Name:	<u>H.M. Davenport</u>	Name:	
Title:	<u>County Judge</u> Authorized Signatory for Customer	Title:	Finance Authorized Signatory for Citrix Online LLC
Date:	<u>5/28/2013</u>	Date:	

#69

441

AGREEMENT NO	DATE	KIRBY-SMITH MACHINERY INC	CUSTOMER NO	PAGE NO
RSA006170	05/22/2013	8505 S CENTRAL EXPY	BP0024097	1
		DALLAS TX 75241		
		(214) 371-7777		
PAYMENT TERMS		RENTAL AGREEMENT	CUSTOMER PO	
NET 30 DAYS			TBD	

INVOICE TO:

SHIP TO:

NAVARRO COUNTY PCT 1,2,3,4
 COUNTY COURTHOUSE
 300 WEST 3RD AVE
 CORSICANA TX 75110

NAVARRO COUNTY PCT 1,2,3,4
 COUNTY COURTHOUSE
 300 WEST 3RD AVE
 CORSICANA TX 75110

SALESMAN: CRAIG DORAN
 CONTACT :

DELIVERY TERMS:

RENTAL BEGINS : 05/22/2013 EST RETURN : 06/18/2013

SET	UNIT	RATE	TOTAL	PERIOD
10	EQ0014321 WIRTGEN WR2000 COLD RECYC WIRTGEN MODEL:WR2000 S/N:03WR0423	12,600.00	12,600.00	MONTHLY
			1,400.00	DAILY
			4,200.00	WEEKLY
10	TRUCKSTX DELIVERY FREIGHT EQ0014321 S/N: 03WR0423	675.00	675.00	

KIRBY-SMITH MACHINERY INC

CUSTOMER ACCEPTANCE

AGREEMENT NO	DATE	KIRBY-SMITH MACHINERY INC	CUSTOMER NO	PAGE NO
RSA006169	05/22/2013	8505 S CENTRAL EXPY	BP0024097	1
		DALLAS TX 75241		
		(214) 371-7777		
PAYMENT TERMS		RENTAL AGREEMENT	CUSTOMER PO	
NET 30 DAYS			TBD	

INVOICE TO:

SHIP TO:

NAVARRO COUNTY PCT 1,2,3,4
 COUNTY COURTHOUSE
 300 WEST 3RD AVE
 CORSICANA TX 75110

NAVARRO COUNTY PCT 1,2,3,4
 COUNTY COURTHOUSE
 300 WEST 3RD AVE
 CORSICANA TX 75110

SALESMAN: CRAIG DORAN
 CONTACT :

DELIVERY TERMS:

RENTAL BEGINS : 05/22/2013 EST RETURN : 06/18/2013

SET	UNIT	RATE	TOTAL	PERIOD
10	EQ0010803 BOMAG BW284AD TANDEM ROLLE BOMAG COMPACTION EQUIPMENT MODEL:BW284AD S/N:901A22911004	5,200.00	5,200.00	MONTHLY
			577.77	DAILY
			1,733.33	WEEKLY
10	TRUCKSTX DELIVERY FREIGHT EQ0010803 S/N: 901A22911004	550.00	550.00	

KIRBY-SMITH MACHINERY INC

CUSTOMER ACCEPTANCE

#22

Navarro County
Jason Grant, County Commissioner Precinct 1
300 W 3rd.
Corsicana, TX 75110

May 09, 2013

Hulcher Services Inc.
611 Kimberly Drive
Denton, Texas 76208

Dear Seller:

The purpose of this letter is to set forth some of the basic terms and conditions of the proposed purchase by the undersigned (the "Buyer") of certain real estate owned by you (the "Seller"). The terms set forth in this Letter will not become binding until a more detailed "Purchase Agreement" is negotiated and signed by the parties, as contemplated below by the section of this Letter entitled "Non-Binding."

1. DESCRIPTION OF PROPERTY. The property proposed to be sold is located at 4201 West Hwy 22, Corsicana, Texas and is legally described in the attached Exhibit "A".

The Real Estate is subject to public highways, covenants, restrictions and zoning, if any.

Restrictions: None

2. PRICE. The proposed purchase price is \$165,000, of which \$165,000 would be deposited with Seller, or Sellers agent, upon acceptance of a binding Purchase Agreement. Buyer would pay the balance to Seller at closing.

3. POSSESSION. Possession would be given on closing date, or sooner by mutual agreement. Settlement would be made at the closing, immediately prior to possession.

4. INSPECTION. After the final acceptance of a binding Purchase Agreement, Buyer may have the Real Estate inspected by a person of Buyer's choice to determine if there are any structural, mechanical, plumbing or electrical deficiencies, structural pest damage or infestation, any unsafe conditions or other damage, including the presence of radon gas, any lead-based paint hazards, and inspections for other conditions that are customary to the locality and/or that are required by law.

5. STANDARD PROVISIONS. The Purchase Agreement will include the standard provisions that are customary to the locality and/or that are required by law.

6. STAND STILL. Seller shall not initiate or carry on negotiations for the sale of the Real Estate with any party other than Buyer unless either (1) Buyer and Seller fail to enter into a binding


Purchase Agreement by Date to be determined, or (2) Buyer and Seller agree in writing to abandon this Letter of Intent.

7. NON-BINDING. This Letter of Intent does not, and is not intended to, contractually bind the parties, and is only an expression of the basic conditions to be incorporated into a binding Purchasing Agreement. This Letter does not require either party to negotiate in good faith or to proceed to the completion of a binding Purchase Agreement. The parties shall not be contractually bound unless and until they enter into a formal, written Purchase Agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion. Neither party may rely on this Letter as creating any legal obligation of any kind. Notwithstanding the provisions of this paragraph to the contrary, Seller and Buyer agree that the above paragraph entitled "Stand Still" shall be binding, regardless of whether a binding Purchase Agreement is entered into by the parties.

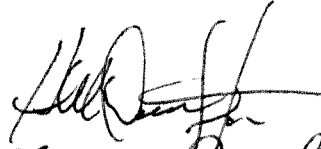
If you would like to discuss a sale of the Real Estate with the undersigned on these general terms, please sign and return a copy of this Letter of Intent to the undersigned at your earliest convenience.

Sincerely,

BUYER:
Navarro County



BY: Jason Grant, County Commissioner Precinct 1



NAVARRO County Judge

The above Letter reflects our mutual understanding and sets forth the basis for proceeding to negotiate a Purchase Agreement as outlined above.

SELLER:

DATE: _____

AGREEMENT TO PURCHASE REAL ESTATE

The undersigned (herein "Purchaser") hereby offers to purchase from the owner (herein "Seller") the real estate located at 4201 West HWY. 22 in the city of Corsicana, County of Navarro, State of Texas, the legal description of which

is: Gillen Estates Ranchitoes, Lot 16A, 2 acres, Navarro County, Texas upon the following terms and conditions:

1. Purchase Price and Conditions of Payment

The purchase price shall be One Hundred and Sixty - Five Thousands Dollars (\$165,000) to be paid in accordance with subparagraph A, below:

A: Cash.

The purchase price shall be paid in its entirety in cash at the time of closing the sale.

E: Sale by Land Contract.

The purchase price shall be paid in accordance with the certain land contract attached hereto and incorporated into this contract by this reference. The down payment to be made at the time of closing this sale shall be \$ N/A and the balance of \$N/A shall be paid at the rate of N/A % per annum.

2. Earnest Money Deposit

As earnest money Purchaser deposits \$ To Be Determined with the broker which shall be applied to the purchase price at the time of closing the sale. In the event that this offer is not accepted by Seller this earnest money deposit shall be promptly refunded to Purchaser by the broker. In the event that this offer is accepted by Seller and Purchaser shall fail to perform the terms of this agreement the earnest money deposit shall be forfeited as and for liquidated damages suffered by Seller. Seller is not, however, precluded from asserting any other legal or equitable remedy, which may be available to enforce this agreement.

3. Real Estate Taxes, Assessments, and Adjustments

Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the property through that date of acceptance of this offer to purchase. Rents, if any, shall be prorated through the date of closing and all rent deposits shall be transferred to Purchaser. Existing casualty insurance shall be canceled/prorated through the date of closing.

4. Title to the Property

Seller shall provide purchaser prior to the closing and promptly after the acceptance of this offer, at Seller's expense and at Seller's option an abstract of title to the property brought down to date or an owner's policy of title insurance in an amount equal to the purchase price, said abstract of

policy to show marketable or insurable title to the real estate in the name of Seller subject only to easements, zoning and restrictions of record and free and clear of all other liens and encumbrances except as stated in this offer. If the abstract or title policy fails to show marketable or insurable title in Seller a reasonable time shall be permitted to cure or correct defects. Seller shall convey title to Purchaser at the time of closing by a good and sufficient general warranty deed free and clear of all liens and encumbrances except as otherwise provided in this offer and subject to easements, zoning and restrictions of record.

5. Possession of the Property

Purchaser shall be given possession of the property on Date To Be Determined, 2013. A failure on the part of Seller to transfer possession as specified will not make Seller a tenant of Purchaser, but in such event Seller shall pay to Purchaser \$ N/A per day as damages for breach of contract and not as rent. All other remedies, which Purchaser may have under law, are reserved to Purchaser.

6. Risk of Loss

The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be void able at Purchaser's option and in the event Purchaser elects to avoid this agreement the earnest money deposited shall be promptly refunded.

7. Improvements and Fixtures Included

This offer to purchase includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, built-in appliances, hot water heaters, screens, storm windows, doors, Venetian blinds, drapery hardware, awnings, attached carpeting, radio, television antennas, trees, shrubs, flowers, fences and other equipment

8. General Conditions

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of Texas.

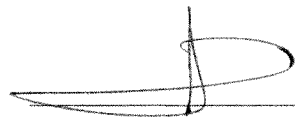
9. Special Conditions - None

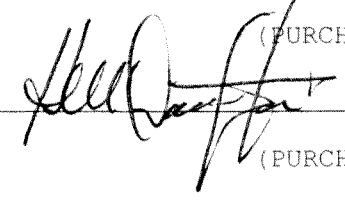
10. Time for Acceptance and Closing

This offer is void if not accepted by Seller in writing on or before to be determined A.M./P.M. of the to be determined day of to be determined, 2013. Closing of the sale shall take place _____ days after Purchaser's

receipt of an abstract showing marketable title in Seller or title insurance binder showing insurable title in Seller.

This offer is made at NAVARRO COUNTY, State of Texas, this 9TH day of MAY, 2013.



 (PURCHASER)


 (PURCHASER)

Acceptance by Seller

The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified above. The undersigned hereby agrees to pay a brokerage fee of \$ _____ to _____, broker, in accordance with the existing listing contract.

Dated this ___ day of _____, 2013.

 (SELLER)

 (SELLER)

#24

448

Dick Martin

From: Kevin Kirk
Sent: Wednesday, May 22, 2013 2:26 PM
To: dmartin@navarrocounty.org
Subject: FW: Scan from a Xerox WorkCentre

Attachments: img-522142543-0001.pdf



img-522142543-000
1.pdf (35 KB)...

Dick,

Here is a copy of a Buyboard quote for a New Cat 120M-2 Motorgrader equipped as you requested. Thanks for the opportunity to quote this machine. Please call me if you have any questions or other needs.

Thanks,

kk
254 709 7048 m

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.



Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash • Tyler • Victoria • Waco • Weslaco
Sales Proposal

05/22/2013

NAVARRO COUNTY PCT # 2
300 W 3RD AVE
CORSICANA, TX 75110-4672

CATERPILLAR INC 120M2 MOTORGRADER

MACHINE SPECIFICATIONS

Description Holt Cat is pleased to quote (1) New Caterpillar 120M-2 Motorgrader equipped as follows
From Buyboard.com

- 120M-2 MOTORGRADER
- GLOBAL ARRANGEMENT
- MOLDBOARD, 14 FT PLUS
- CUTTING EDGE, 14' BLADE
- END BITS, OVERLAY
- BLADE, 14' x 27" x 1"
- DRAWBAR, 4 SHOE CIRCLE GUIDES
- WEATHER, STANDARD
- ACCUMULATORS, BLADE LIFT
- PRECLEANER, STANDARD
- INSTALLATION ARRANGEMENT
- BASE + 1 (RIP)
- LIGHTS, FRONT HEADLIGHTS, LOW
- STARTING, (50 MT)
- CAB, PLUS
- TIRES, 17.5R25 BS VKT 1* MP
- PUSH PLATE
- LANGUAGE, ENGLISH
- COMFORT PACKAGE
- LIGHTS, WORKING, PLUS
- CAMERA, REAR VISION
- MIRRORS, OUTSIDE MOUNTED
- GUARD, TRANSMISSION
- CATERPILLAR PRODUCT LINK PL522
- ANTIFREEZE, WINDSHIELD WASHER
- AM / FM RADIO

QUOTE GRAND TOTAL	\$ 207,248
Trade In Deere 670B	\$ 22,000
SN# 519972	TRADE DIFFERENCE \$ 185,248

WARRANTY

Standard 1 Year Machine. Cat Insurance extended Powertrain and Hydraulics for total of 3 years or 5000 hours.

F.O.B./TERMS

Navarro PCT # 2 County Barn. Delivery approximately 30 days after receipt of order.

Your Caterpillar dealer from the Red River to the Rio Grande
Call 1-800-275-4658 for the HOLT CAT store nearest you, or visit our website
WWW.HOLTCAT.COM