NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 9th day of February, 2015 at 10:00 a.m., in the Courtroom of the Navarro County Annex Building in Corsicana, Texas. Presiding Judge HM Davenport, Jr. Commissioners present Jason Grant, Dick Martin, David Warren, and James Olsen.

- 1. 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren Carried unanimously
- 2. Opening prayer by Comm. Martin
- 3. Pledge of Allegiance
- 4. Public Comments- Don King-communication <u>TO WIT PG 238</u>

Consent Items

- Motion to approve consent items 5-14 by Comm. Martin sec by Comm. Olsen Carried unanimously
- 5. Motion to approve and pay bills as submitted by the County Auditor, including quarterly state payments (paid 1/27/2015) and payroll (paid 1/31/2015)

 **TO WIT PG 239-265*
- 6. Motion to approve accepting donation from Navarro Community Foundation in the amount of \$500,000 dedicated to courthouse restoration
- 7. Motion to approve accepting donation from Navarro Community Foundation in the amount of \$8,500 to upgrade the AM transmitter for Navarro County Emergency Management
- 8. Motion to approve Revenue Certificate for FY 2015 revenue received from the Navarro Community Foundation pursuant to Local Government Code (LGC) Section 111.0706
- 9. Motion to approve special budget amendment in accordance with LGC Sec. 111.07075 to increase OEM budget for machinery & equipment (101-568-575) in the amount of \$8,500

 TO WIT PG 266
- 10. Motion to approve 20 hours of Continuing Education for 2014 as prescribed in Sec. 51.605 of the Texas Government Code, Sherry Dowd County Clerk TO WIT PG 267

- 11. Motion to approve Course Completion-Open Meetings Act and Public Information Act for Sherry Dowd, County Clerk <u>TO WIT PG 268-269</u>
- Motion to approve 20 hours of Education Instruction during the 2014 New Treasurer's Seminar for Ryan Douglas, County Treasurer <u>TO WIT PG 270</u>
- 13. Motion to approve the minutes of the January 8th, 2015 Planning and Zoning meeting <u>TO WIT PG 271</u>
- 14. Motion to approve a replat of The Shores Phase I lots #283 & 284 for Wayne Grundmeier

Action Items

- 15. No action taken on Burn Ban-remains off
- 16. Motion to approve January 2015 Tax Collection Report, Russell Hudson by Comm. Olsen sec by Comm. Warren

 Carried Unanimously

 TO WIT PG 272-277

 Carried Unanimously
- 17. Motion to approve December 2014 Treasurer's Report, Ryan Douglas by Comm.

 Grant sec by Comm. Martin

 Carried unanimously
- 18. Motion to approve swearing in Jane McCollum as Chief Deputy Treasurer by Comm. Olsen sec by Comm. Warren

 Carried unanimously

 Motion to approve swearing in Jane McCollum as Chief Deputy Treasurer by TO WIT PG 280-283
- 19. Motion to approve Resolution of the County of Navarro, Texas approving the terms and conditions of an Agreement by and between the County of Navarro, Texas and Christina Smith at 211 S Beaton St. for a Property Tax Abatement in the Corsicana Downtown Revitalization District by Comm. Olsen sec by Comm. Warren

 Carried unanimously
- 20. Motion to approve Resolution of the County of Navarro, Texas, approving the terms and conditions of an Agreement by and between the County of Navarro, Texas and Slamn Jmmbn Opportunist, LLC., at 222 N. Beaton St. for a Property Tax Abatement in the Corsicana Downtown Revitalization District by Comm. Olsen sec by Comm. Warren

 296-306

- 21. Motion to approve Resolution of the County of Navarro, Texas, approving the terms and conditions of an Agreement by and between the County of Navarro, Texas and Sloane L. McCain at 116 N. Beaton St. for a Property Tax Abatement in the Corsicana Downtown Revitalization District by Comm. Olsen sec by Comm. Grant

 TO WIT PG 307-318

 Carried unanimously
- 22. Motion to approve of a Specific Use Permit to construct and use an aircraft landing strip in the E. Powers Survey AB 633 Tract 13 for Warren Dow by Comm. Martin sec by Comm. Grant Carried unanimously
- 23. Motion to approve re-appointing John Smith, Barbara Moe and Terry Jacobson as the Navarro County Judge's appointees for the Navarro County Planning & Zoning Board by Judge HM Davenport Jr. sec by Comm. Warren Carried unanimously
- Motion to approve re-appointing Kit Herrington as the appointee for Navarro County Precinct 1 to the Navarro County Planning and Zoning Board by Comm.
 Grant sec by Comm. Martin
 Carried unanimously
- Motion to approve re-appointing Stuart Schoppert as the appointee for Navarro County Precinct 2 to the Navarro County Planning and Zoning Board by Comm.
 Martin sec by Comm. Olsen
 Carried unanimously
- 26. Motion to approve appointing Bob McStay as the appointee for Navarro County
 Precinct 3 to the Navarro County Planning and Zoning Board by Comm. Warren
 sec by Comm. Martin
 Carried unanimously
- 27. Motion to approve Jeff Smith as the appointee for the Navarro County Precinct 4 to the Navarro County Planning and Zoning Board by Comm. Olsen sec by Comm. Grant
 Carried unanimously
- 28. Motion to approve declaring two (2) Ford Crown Vic vehicle partitions as scrap by Comm. Olsen sec by Comm. Warren

 Carried unanimously

- 29. Motion to approve donating two (2) Ford Crown Vic vehicle partitions to Athens Independent School District Police Department by Comm. Grant sec by Comm. Martin Carried unanimously
- 30. Motion to approve 2014 Sheriff's Office Racial Profiling Report by Comm.

 Martin sec by Comm. Olsen

 Carried unanimously
- 31. Motion to approve 2014 Constable's Pct. 1 Racial Profiling Report by Comm.

 Grant sec by Comm. Martin

 Carried unanimously
- 32. Motion to approve 2014 Constable's Pct. 2 Racial Profiling Report by Comm.

 Martin sec by Comm. Grant

 Carried unanimously
- 33. Motion to approve 2014 Constable's Pct. 3 Racial Profiling Report by Comm. Warren sec by Comm. Grant

 Carried unanimously
- 34. No action taken to approve disposal of junk police car for Constable Pct.3
- 35. Motion to approve 2014 Constable Pct. 4 Racial Profiling Report by Com. Olsen sec by Comm. Warren
 Carried unanimously
- 36. Motion to approve Texas Municipal Lease Purchase Agreement for a John Deere 6105M Tractor and mower, Pct. 1 by Comm. Grant sec by Comm. Martin Carried unanimously
 TO WIT PG 327-340
- 37. Motion to approve contract for Ambulance Service with the city of Corsicana by Comm. Martin sec by Comm. Olsen

 Carried unanimously

 TO WIT PG 341-355
- 38. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Grant Carried unanimously

 Motion to come out of Executive Session Pursuant to the Texas Government Code 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Warren Carried unanimously

- 39. Motion to approve action taken on Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel to reinstate employment of Jessica Farmer back to termination date with full benefits and insurance at current salary and transfer her to the sheriff office pending passing of the sheriff's office HR protocol by Judge Davenport Jr. sec by Comm. Grant All vote aye with Comm. Olsen voting No Carried 4-1
- 40. Motion to adjourn by Comm. Martin sec by Comm. Warren Carried unanimously
- I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR FEBRUARY 9TH, 2015.

SIGNED 9TH DAY OF FEBRUARY 2015.

SHERRY DOWD, COUNTY CLERK



NAVARRO COUNTY COMMISSIONERS COURT

PUBLIC COMMENTS PARTICIPATION FORM

PRINT NAME AND SUBJECT

Date_2-9-15

NAME	SUBJECT
1. PONALD KING	COMMUNICATION
2	
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EMPLOYEE PHYSICAL EMPLOYEE PHYSICAL REPAIRS & MAINT - VEHICLE COURT APPOINTED ATTORNEY OFFICE SUPPLIES OFFICE SUPPL	EMPLOYEE PHYSICAL 8/29/2014 25/99/2014 2
	12649 12555 125609 68753 68753 71341 688574 35543 35543 33448 33526 33448 33226 33205 33448 33143 56427 56427 56426 1267.2 7.2 JANUARY MILEAGE 1/27/15 - 1/30/15 JAN 21-23 15-012915-14 15-012915-14 15-012915-19 \$4 0021370317-0001 0021480534-0001 0021480535-0001 0021480535-0001
12649 12555 156609 68753 71341 688574 335922 33226 335674 33448 33448 33205 33143 56426 1267.2 7.2 JANUARY MILEAGE 1/27/15 - 1/30/15 JAN 21-23 15-012915-14 15-012915-14 15-012915-19 2 0021370317-0001 0021534720-0001 0021480535-0001 0021480535-0001 0021535036-0001	Y MILEAGE Y MILEAGE Y MILEAGE 15-14 15-19 15-14 15-19
	\$100.00 \$300.00 \$7.00 \$100.00 \$500.00 \$200.00 \$400.00 \$400.00 \$400.00 \$400.00 \$110.20 \$284.63 \$110.20 \$284.63 \$110.20 \$51.18 \$284.63 \$180.55 \$110.20 \$51.35 \$1284.63 \$51.36 \$51.36 \$51.36 \$51.36 \$51.36 \$51.36 \$51.36 \$51.36 \$51.36

DANIEL BILTZ	KINS	DALHOUSIE POLYGRAPH SERVICES I 10	DALHOUSIE POLYGRAPH SERVICES I	DALHOUSIE POLYGRAPH SERVICES I	CUSTOM T'S 1	COUNTY JUDGES & COMMISSIONERS 1:	CORSICANA WINNELSON CO	CORSICANA WATER DEPT 1	CORSICANA WATER DEPT 1:	CORSICANA WATER DEPT 10	CORSICANA WATER DEPT	CORSICANA WATER DEPT 1	CORSICANA WATER DEPT 1	CORRECTIONAL MANAGEMENT INSTIT 10	CORRECTIONAL MANAGEMENT INSTIT 1	CORLEY FUNERAL HOME	COOPER & FRENCH INSURANCE AGEN 1/2	CONSTELLATION NEWENERGY INC 10	CONSTELLATION NEWENERGY INC 1	CONSTELLATION NEWENERGY INC 1	CONSTELLATION NEWENERGY INC 1	CONSTELLATION NEWENERGY INC 19	CONSTELLATION NEWENERGY INC 10	CONSTELLATION NEWENERGY INC 19	CONSTELLATION NEWENERGY INC 19	CONSTELLATION NEWENERGY INC 19	CONSTELLATION NEWENERGY INC 10	CONSTELLATION NEWENERGY INC 19	· Vendor Check Name1 A			
101-430-411	101-435-411	101-560-494	101-560-494	101-560-410	101-560-426	101-401-419	101-512-445	101-512-435	101-410-430	101-410-430	101-410-430	101-410-430	101-410-430	101-572-428	101-425-428	101-406-491	101-560-417	101-560-429	101-512-435	101-512-435	101-512-435	101-410-430	101-410-430	101-410-430	101-410-430	101-410-430	101-410-430	101-410-430	101-410-430	101-410-430	101-410-430	Account Number String
COURT APPOINTED ATTORNEY	COURT APPOINTED ATTORNEY	EMPLOYEE PHYSICAL	EMPLOYEE PHYSICAL	INVESTIGATIVE SERVICES	UNIFORMS	DUES & SUBSCRIPTIONS	REPAIRS & MAINTENANCE	UTILLTIES	UTILITIES	טזונוזוני	UTILITIES	UTILITIES	NUTLITIES	TRAVEL/CONFERENCE/TRAINING	TRAVEL/CONFERENCE/TRAINING	HEALTH & SERVICES	BONDS	TRAINING - FIRING RANGE	UTILITIES	ипштеs	UTILITIES	UTILITIES	UTILITIES	UTILITIES	UTILITIES	UTILITIES	ипипеs	ИПЦПЕS	UTILITIES	UTILITIES	UTILITIES	g Account Description
1/27/2015	1/23/2015	1/23/2015	1/16/2015	1/16/2015	12/2/2014	1/23/2015	1/15/2015	1/20/2015	1/20/2015	1/20/2015	1/20/2015	1/20/2015	1/20/2015	1/27/2015	1/30/2015	1/13/2015	1/30/2015	1/17/2015	1/17/2015	1/28/2015	1/27/2015	1/23/2015	1/23/2015	1/23/2015	1/23/2015	1/23/2015	1/23/2015	1/23/2015	1/16/2015	1/27/2015	1/27/2015	Document Date
35817	35568	11317	11300	11291	8717	YR 2015 HM	342554-00	014-0000071-001.1	014-0000020-008.1	014-0000010-005.1	014-0000120-003.1	014-0000122-002	014-0000190-002	CJANSSEN	S CURTIS	CS15003	3706	0021272101-0001	0021272300-0001	0021531469-0001	0021514283-0001	0021415771-0001	0021415011-0001	0021415022-0001	0021415032-0001	0021415113-0001	0021415061-0001	0021415781-0001	0021233348-0001	0021514329-0001	0021514327-0001	te Document Number
\$400.00	\$612.50	\$100.00	\$100.00	\$200.00	\$121.80	\$1,500.00	\$108.75	\$4,110.60	\$38.50	\$38.50	\$176.32	\$28.49	\$98.34	\$225.00	\$225.00	\$200.00	\$71.00	\$9.50	\$14.20	\$6,518.43	\$35.39	\$182.13	\$254.10	\$564.75	\$210.31	\$1,701.43	\$33.63	\$16.61	\$17.78	\$20.08	\$15.08	Debit Amount
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Credit Amount

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101-512-330	101-512-325	101-512-325	101-410-445	101-410-445	101-410-446	101-410-446	101-410-446	101-560-458	101-560-320	101-512-445	101-561-445	101-410-454	101-512-380	101-512-380	101-560-340	101-560-340	101-430-411	101-430-411	101-430-411	101-430-411	101-410-446	101-512-445	101-512-445	101-512-445	101-410-445	101-410-445	101-410-445	101-401-428	101-475-410	101-435-411	101-430-411	Account Number String
JANITORIAL SUPPLIES	KITCHEN SUPPLIES	KITCHEN SUPPLIES	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	COURTHOUSE RESTORATION	COURTHOUSE RESTORATION	COURTHOUSE RESTORATION	MAINT CONTRACT - ELECTRONICS	OPERATING EQUIPMENT	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	MAINT CONTRACT - LAWN CARE	GROCERIES	GROCERIES	INVESTIGATIVE / ENFORCEMENT	INVESTIGATIVE / ENFORCEMENT	COURT APPOINTED ATTORNEY	COURT APPOINTED ATTORNEY	COURT APPOINTED ATTORNEY	COURT APPOINTED ATTORNEY	COURTHOUSE RESTORATION	REPAIRS & MAINTENANCE	TRAVEL/CONFERENCE/TRAINING	PROFESSIONAL SERVICES	COURT APPOINTED ATTORNEY	COURT APPOINTED ATTORNEY	Ing Account Description					
1/30/2015	1/9/2015	1/9/2015	1/27/2015	1/14/2015	1/22/2015	1/22/2015	1/22/2015	2/1/2015	2/2/2015	12/31/2014	1/9/2015	1/28/2015	1/21/2015	1/28/2015	1/9/2015	1/23/2015	1/30/2015	1/30/2015	1/21/2015	1/28/2015	2/4/2015	1/29/2015	1/29/2015	1/15/2015	1/8/2015	1/30/2015	1/30/2015	2/3/2015	1/28/2015	1/30/2015	1/23/2015	Document Date
126932	126594	126593	126875	126661	07	08	10	45707	33976	4973217	J93637230101	4693	21729	21792	P077688101015	P077688101023	35775	35499 (2)	35758	34435.1	GO BOND 2014	3393409-00	3393376-00	3393337-00	3393214-00	3393721-00	3393722-00	VG YOUNG INSTITUTE	JAN CONSULTATIONS	D13-22559	14-23326	E Document Number
\$2,230.46	\$64.77	\$75.38	\$51.50	\$82.74	\$750.00	\$50.00	\$590.00	\$105.00	\$1,404.00	\$156.22	\$1,108.98	\$300.00	\$3,851.22	\$3,800.06	\$83,40	\$193.34	\$400.00	\$200.00	\$400.00	\$200.00	\$160,333.33	\$381.37	\$146.28	\$35.29	\$91.35	\$87.76	\$43.88	\$588.80	\$100.00	\$2,162.50	\$767.50	Debit Amount Credit Amount
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Credit Amount

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INC 101-260-445			INC 101-560-445	101-435-413	101-403-419	101-430-419	101-410-445	101-410-445	101-401-428	101-512-445	101-497-459	101-497-459	101-497-459	101-497-459	101-495-459	101-495-459	101-495-459	101-495-459	101-407-459	101-407-459	101-407-459	101-512-350	Account Number String									
REPAIRS & MAINT - VEHICLE	VISITING JUDGES	DUES & SUBSCRIPTIONS	DUES & PUBLICATIONS	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	TRAVEL/CONFERENCE/TRAINING	REPAIRS & MAINTENANCE	MAINT CONTRACT - COMPUTER	INMATE SUPPLIES	tring Account Description																						
1/16/2015	1/13/2015	1/21/2015	1/8/2015	1/12/2015	1/7/2015	1/6/2015	1/6/2015	1/6/2015	12/30/2014	1/30/2015	1/29/2015	1/28/2015	12/18/2014	1/26/2015	1/26/2015	1/21/2015	12/26/2014	2/3/2015	1/19/2015	12/31/2014	12/21/2014	12/14/2014	1/26/2015	1/26/2015	12/21/2014	12/14/2014	12/31/2014	12/21/2014	12/21/2014	12/31/2014	1/30/2015	Document Date
56762	56705	56803	56667	56686	56650	56631	56627	56632	56566	56884	56883	56864	MILEAGE/DECEMBER	100399457	100399457	01/21/2015	12/26/2014	VG YOUNG INSTITUTE	691523	10206037	10204707	10203267	SVC001431	SVC001431	10204707	10203267	10206037	SVC001430	10204706	10206037	126933	te Document Number
\$43,49	\$62.95	\$277.29	\$5.14	\$58.70	\$59.94	\$39.43	\$57.68	\$53,44	\$71.70	\$144.62	\$113.38	\$280.13	\$28.00	\$3.00	\$130.50	\$98.00	\$115.00	\$588.80	\$3,589.28	\$14.62	\$73.13	\$146.25	\$0.00	\$0.00	\$170.62	\$341.25	\$34.13	\$0.00	\$2,925.00	\$780.00	\$164.00	Debit Amount Credit Amount
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.50	\$136.50	\$0.00	\$0.00	\$0.00	\$780.00	\$0.00	\$0.00	\$0.00	Credit Amount

	OFFICE DEPOT INC-TXMAS	OFFICE DEPOT INC-TXMAS	OFFICE DEPOT INC-TXMAS	OFFICE DEPOS INC. AMPAS	OFFICE DEBOT INC. TANKS	OFFICE DEBOT INC. TYMAS	OFFICE DEPOT INC-TXMAS	NAVCO LOCKSMITHS	NAVCO LOCKSMITHS	NAVCO LOCKSMITHS	NAVARRO COUNTY TRUST FUND	NAVARRO COUNTY ELECTRIC CO-OP	NAVARRO COUNTY ELECTRIC CO-OP	NAVARRO COUNTY ELECTRIC CO-OP	NAVARRO COLLEGE	MITCHELL ELECTRIC	MICHAEL STRATTON	MICHAEL STRATTON	MICHAEL STRATTON	MICAH C HADEN	MICAH C HADEN	MEN WATER SUPPLY CORP	MELANIE HYDER	MCM ELECTRONICS	Vendor Check Name1									
	101-406-312	101-406-312	101-406-312	101-406-312	101-404-310	101-101-310	101-404-310	101-404-310	101-403-310	101-403-310	101-403-310	101-401-310	101-401-310	101-512-445	101-512-445	101-512-445	101-340-040	101-340-040	101-340-040	101-340-040	101-512-435	101-402-430	101-402-430	101-560-428	101-410-445	101-435-411	101-435-411	101-430-411	101-430-485	101-430-411	101-402-430	101-572-428	101-512-445	Account Number String
	COPY & POSTAGE SUPPLIES	OFFICE SUPPLIES	OFFICE SOPPLIES		OFFICE SIDDITES	OFFICE SUPPLIES	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	REPAIRS & MAINTENANCE	COUNTY CLERK FEES	COUNTY CLERK FEES	COUNTY CLERK FEES	COUNTY CLERK FEES	UTILITIES	UTILITIES - PARKS	UTILITIES - PARKS	TRAVEL/CONFERENCE/TRAINING	REPAIRS & MAINTENANCE	COURT APPOINTED ATTORNEY	COURT APPOINTED ATTORNEY	COURT APPOINTED ATTORNEY	OTHER LITIGATION EXPENSES	COURT APPOINTED ATTORNEY	UTILITIES - PARKS	TRAVEL/CONFERENCE/TRAINING	REPAIRS & MAINTENANCE	iting Account Description							
	1/15/2015	1/23/2015	1/23/2015	1/21/2015	1/15/2015	1/15/2015	1/15/2015	1/15/2015	1/10/2015	1/12/2015	1/12/2015	1/29/2015	1/29/2015	1/27/2015	1/12/2015	1/29/2015	1/31/2015	1/31/2015	1/28/2015	1/28/2015	1/20/2015	1/30/2015	1/30/2015	1/28/2015	1/20/2015	1/20/2015	1/20/2015	1/20/2015	1/30/2015	1/30/2015	1/28/2015	1/30/2015	11/26/2014	Document Date
	749888084001	751461736001	751536074001	750603908001	749848903001	749849336001	/49849337001	10021222221	748273015001	748550735001	748550137001	752846917001	752847864001	Q012701	Q011211	Q012902	JAN 31, 2015	JANUARY, 31 2015	DEC 9 2014	DECEMBER 9,2014	3643.1	192.1	191.1	JANUARY 28, 2015	2648	35853	35851	35789	23596	23596	ACCT #775 - JAN	JAN MILEAGE	305128	X Document Number
410.07	\$40 07	\$167.50	\$109.74	\$365.80	\$57.11	\$8.77	\$25.71	\$0.00	\$3.5¢	רת תא וות תא	\$573.85	\$8.82	\$355.39	\$50.80	\$3.93	\$99.95	\$10.00	\$10.00	\$20.00	\$20.00	\$174.00	\$34,40	\$29.85	\$60,00	\$894.48	\$300,00	\$400.00	\$200.00	\$6.48	\$537.50	\$27.00	\$78.20	\$57.20	Debit Amount Credit Amoun
00.0¢	6 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$139.62	\$0.00	÷ 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Credit Amoun

\$ 0.00	- 10 h					
\$0.00	\$481.21	746755775001	1/12/2015	OFFICE SUPPLIES	101-512-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$112.50	746755777001	1/6/2015	OFFICE SUPPLIES	101-512-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$63.53	746755778001	1/6/2015	OFFICE SUPPLIES	101-512-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$43,96	748600911001	1/6/2015	OFFICE SUPPLIES	101-512-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$32.74	746754936001	1/6/2015	OFFICE SUPPLIES	101-512-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$263.40	748714064001	1/12/2015	OFFICE SUPPLIES	101-512-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$55,39	751257817001	1/22/2015	OFFICE SUPPLIES	101-497-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$6.78	751258880001	1/22/2015	OFFICE SUPPLIES	101-497-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$37.84	752737139001	1/29/2015	OFFICE SUPPLIES	101-495-310	OFFICE DEPOT INC-TXMAS
\$5.84	\$0.00	752735959001	1/28/2015	OFFICE SUPPLIES	101-495-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$4.98	749230968002	1/12/2015	OFFICE SUPPLIES	101-495-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$77.76	751378785001	1/22/2015	OFFICE SUPPLIES	101-495-310	OFFICE DEPOT INC-TXMAS
\$91.99	\$0.00	748791749001	1/9/2015	OFFICE SUPPLIES	101-475-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$91.99	748792603001	2/15/2015	OFFICE SUPPLIES	101-475-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$38.96	750480826001	1/21/2015	OFFICE SUPPLIES	101-475-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$84.36	750255807001	1/12/2015	OFFICE SUPPLIES	101-475-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$41.13	748592920001	1/12/2015	OFFICE SUPPLIES	101-457-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$20.42	748408693002	1/16/2015	OFFICE SUPPLIES	101-435-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$203.38	748408693001	1/12/2015	OFFICE SUPPLIES	101-435-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$586.61	751054366001	1/21/2015	OFFICE SUPPLIES	101-425-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$21.08	751059720001	1/21/2015	OFFICE SUPPLIES	101-425-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$153,48	751059721001	1/21/2015	OFFICE SUPPLIES	101-425-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$63.68	749945400001	1/15/2015	OFFICE SUPPLIES	101-415-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$37.26	750349614001	1/16/2015	OFFICE SUPPLIES	101-411-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$90.10	749888084001	1/15/2015	OFFICE SUPPLIES	101-411-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$512.09	749395563001	1/14/2015	ELECTION SUPPLIES	101-409-315	OFFICE DEPOT INC-TXMAS
\$0.00	\$111.36	749397987001	1/14/2015	OFFICE SUPPLIES	101-409-310	OFFICE DEPOT INC-TXMAS
\$0.00	\$51.29	749678337001	1/14/2015	JP TECHNOLOGY FUND	101-406-422	OFFICE DEPOT INC-TXMAS
\$0.00	\$66.58	749677771001	1/14/2015	JP TECHNOLOGY FUND	101-406-422	OFFICE DEPOT INC-TXMAS
\$0.00	\$1,463.20	751698676001	1/28/2015	COPY & POSTAGE SUPPLIES	101-406-312	OFFICE DEPOT INC-TXMAS
\$0.00	\$365.80	750480826001	1/21/2015	COPY & POSTAGE SUPPLIES	101-406-312	OFFICE DEPOT INC-TXMAS
Credit Amount	Debit Amount	re Document Number	בסכמוויכור בשני			

SAFETY ONE	REPUBLIC SERVICES #069	RENTERIA, JUAN	Redmond Hudson & Associates	PRECISION DELTA CORP	PRECISION DELTA CORP	PITNEY BOWES INC	PHILIP R TAFT PSY	PHILIP R TAFT PSY	OWEN HARDWARE INC	ORKIN PEST CONTROL	OFFICE DEPOT INC-TXMAS	OFFICE DEPOT INC-TXMAS	·Vendor Check Name1																			
101-430-475	101-410-430	101-435-411	101-430-411	101-560-429	101-560-429	101-406-313	101-560-494	101-560-494	101-560-494	101-560-494	101-560-494	101-560-494	101-560-494	101-435-470	101-430-470	101-512-445	101-512-445	101-512-445	101-512-445	101-512-445	101-512-445	101-512-445	101-512-445	101-512-445	101-410-445	101-410-445	101-410-445	101-410-445	101-415-445	101-512-310	101-512-310	Account Number String
INVESTIGATORS	UTILITIES	COURT APPOINTED ATTORNEY	COURT APPOINTED ATTORNEY	TRAINING - FIRING RANGE	TRAINING - FIRING RANGE	POSTAGE MAINTENANCE CONTRACT	EMPLOYEE PHYSICAL	MEDICAL EXAMINATION	MEDICAL EXAMINATION	REPAIRS & MAINTENANCE	OFFICE SUPPLIES	OFFICE SUPPLIES	ing Account Description																			
1/23/2015	1/25/2015	1/13/2015	1/22/2015	1/23/2015	12/10/2014	1/13/2015	1/20/2015	1/20/2015	1/20/2015	1/20/2015	1/22/2015	1/22/2015	1/22/2015	1/28/2015	1/7/2015	1/30/2015	1/27/2015	1/26/2015	1/26/2015	1/26/2015	1/14/2015	1/7/2015	1/7/2015	12/30/2014	1/15/2015	1/13/2015	1/26/2015	1/27/2015	1/27/2015	1/20/2015	1/20/2015	Document Date
C35758	0069-000754624	35425 (3)	35768	2762	2503	9607698-JA 15	27	21	23	22	25	24	26	001-DIST CRT	001-CCAL	AA31385	AA31234	AA31139	AA31181	AA31209	AA30764	AA30426	AA30463	AA30207	AA30789	AA30706	AA31158	AA31253	01-0009418	750575010001	750578128001	te Document Number
\$241.36	\$956.34	\$400.00	\$400.00	\$1,014.00	\$656.00	\$230.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$1,050.00	\$1,487.50	\$19.99	\$3.99	\$12.92	\$19.38	\$13.47	\$57.98	\$13.16	\$27.11	\$48.74	\$18.99	\$17.87	\$6.99	\$7.98	\$155.06	\$355.40	\$265.90	Debit Amount Credit Amount
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Credit Amount

10MAS ECHARIEA	TOMAS ECHARTEA	TIM'S TIRES & WHEELS	TIMS TIRES & WHEELS	TIM'S TIRES & WHEELS	TIM'S TIRES & WHEELS	TIM'S TIRES & WHEELS	TIM'S TIRES & WHEELS	TIM'S TIRES & WHEELS	TIM'S TIRES & WHEELS	TIDY TOILETS	THOMAS ALLEN PH D	THEDFORD OFFICE SUPPLY	THEDFORD OFFICE SUPPLY	THEDFORD OFFICE SUPPLY	THEDFORD OFFICE SUPPLY	TEXAS COMPTROLLER OF PUBLIC AC	TDCAA	SUSAN A WALDRIP COURT REP	SPIT SHINE FLOORS	SCOTT FUNERAL HOME	· Vendor Check Name1											
101-435-410	101-435-410	101-560-445	101-560-445	101-560-445	101-560-445	101-560-445	101-560-445	101-560-445	101-560-445	101-560-445	101-560-445	101-560-445	101-560-445	101-560-445	101-512-385	101-430-470	101-425-445	101-407-320	101-407-320	101-407-320	101-401-419	101-475-419	101-475-410	101-435-412	101-435-412	101-435-412	101-435-412	101-425-412	101-425-412	101-410-445	101-406-487	Account Number String
INTERPRETER	INTERPRETER	REPAIRS & MAINT - VEHICLE	COUNTY FARM	MEDICAL EXAMINATION	REPAIRS & MAINTENANCE	OPERATING EQUIPMENT	OPERATING EQUIPMENT	OPERATING EQUIPMENT	DUES & SUBSCRIPTIONS	DUES & SUBSCRIPTIONS	PROFESSIONAL SERVICES	TRANSCRIPTS	TRANSCRIPTS	TRANSCRIPTS	TRANSCRIPTS	COURT REPORTER	COURT REPORTER	REPAIRS & MAINTENANCE	AUTOPSY	ring Account Description												
2/2/2015	1/5/2015	1/14/2015	1/14/2015	1/12/2015	1/7/2015	1/7/2015	1/7/2015	1/6/2015	1/30/2015	1/29/2015	1/26/2015	1/19/2015	1/5/2015	1/5/2015	2/1/2015	1/28/2015	1/23/2015	2/3/2015	1/27/2015	1/27/2015	1/23/2015	1/22/2015	1/29/2015	12/24/2014	1/29/2015	1/22/2015	1/22/2015	1/22/2015	1/29/2015	1/16/2015	1/12/2015	Document Date
13-22601-AG	D14-23454-AG	055270	055269	055243	055201	055188	055203	055177	055446	055426	055394	055325	055169	055145	67434	1062	27151	27163	27153	27154	.C1750	38972	9586	824742	9572	9293	9266	9240	9569	3079	01/12/2015	te Document Number
\$200.00	\$200.00	\$40.00	\$10.00	\$17.00	\$40.00	\$40.00	\$14.50	\$40.00	\$40.00	\$7.50	\$20.00	\$10.00	\$7.50	\$10.00	\$96.90	\$1,187.50	\$189.00	\$129.00	\$26.97	\$669.00	\$100.00	\$152.00	\$240.95	\$250.00	\$750.00	\$288,40	\$250.00	\$500.00	\$500.00	\$480.00	\$120.00	Debit Amount Credit Amount
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Credit Amount

	\$1,212.45	\$276,351.94					
	\$0.00	\$226.30	077785071	1/20/2015	COPIER RENTAL	101-560-440	XEROX CORP - TXMAS
	\$0.00	\$236.96	077785070	1/20/2015	COPIER RENTAL	101-512-440	XEROX CORP - TXMAS
	\$0.00	\$229.50	0830883793	1/3/2015	DUES & SUBSCRIPTIONS	101-475-419	WEST PUBLISHING CORP
	\$0.00	\$474.19	830801358	11/30/2014	DUES & PUBLICATIONS	101-435-419	WEST PUBLISHING CORP
**	\$0.00	\$474.19	830991986	12/31/2015	DUES & PUBLICATIONS	101-435-419	WEST PUBLISHING CORP
	\$0.00	\$400.00	35774	1/21/2015	COURT APPOINTED ATTORNEY	101-430-411	UNITED STATES TREASURY
	\$0.00	\$129.21	64392912	1/9/2015	INMATE SUPPLIES	101-512-350	ULINE
	\$0.00	\$120.00	64392912	1/9/2015	JANITORIAL SUPPLIES	101-512-330	ULINE
	\$0.00	\$14.00	253150	1/28/2015	UNIFORMS	101-560-426	TROPHIES UNLIMITED
	\$0.00	\$60.75	1-21-2014	1/21/2015	MISCELLANEOUS	101-402-495	TROPHIES UNLIMITED
	\$0.00	\$200.00	D14-23563-AG	12/22/2014	INTERPRETER	101-435-410	TOMAS ECHARTEA

· Vendor Check Name1

Account Number String

Account Description

Document Date Document Number

Debit Amount Credit Amount

Vendor Check Name1	Account Number String	Account Description	Document Date	E Document Number	Dehit Amount Cradit Amount	Cradit Amount
Account Number: Account_Segment_Pool1: 151						
BECKY WARD	151-571-428	TRAVEL	2/2/2015	ADVANCE/TRAVEL	\$161.00	\$0.00
CHRIS ALDAMA	151-571-428	TRAVEL	1/21/2015	MILEAGE 01/14/2015	\$87 RO	* ·
CORRECTIONAL MANAGEMENT INSTIT	151-571-428	TRAVEL	1/22/2015	E BANOC		· •
			+1 +1 +0+1	OFFICE	00.6224	\$0.00
CORRECTIONAL MANAGEMENT INSTIT	151-571-428	TRAVEL	1/22/2015	D REDDEN	\$225.00	\$0.00
CORRECTIONAL MANAGEMENT INSTIT	151-571-428	TRAVEL	1/27/2015	B WARD	\$225.00	\$0.00
CORRECTIONS SOFTWARE SOLUTIONS	151-571-315	COMPUTER SERVICES	1/1/2015	28862	\$1,990.00	\$0.00
DEBORAH K REDDEN	151-571-428	TRAVEL	2/2/2015	PER DIEM	\$161.00	\$0.00
FRANCISCA RAMOS	151-571-428	TRAVEL	1/22/2015	03/16 PER DIEM	\$161.00	\$0.00
JUANITA STEPHENS	151-571-428	TRAVEL	1/22/2015	PER DIEM 3-16	\$161.00	\$0.00
OFFICE DEPOT INC-TXMAS	151-571-310	DEPARTMENT SUPPLIES	1/21/2015	750603908001	\$160.61	\$0.00
OMNI SAN ANTONIO	151-571-428	TRAVEL	1/22/2015	F RAMOS	\$402.78	\$0.00
OMNI SAN ANTONIO	151-571-428	TRAVEL	1/22/2015	J STEPHENS	\$402.78	\$0.00
OMNI SAN ANTONIO	151-571-428	TRAVEL	1/22/2015	D REDDEN	\$402.78	\$0.00
OMNI SAN ANTONIO	151-571-428	TRAVEL	1/22/2015	B WARD	\$402.78	\$0.00
SAM HOUSTON STATE UNIVERSITY	151-571-428	TRAVEL	2/2/2015		\$140.00	r o
				TERRI WESTBROOK	44.000	00.00

Account Number String	Account Description	Document Date		Debit Amount	Credit Amount
Account Number: Account_Segment_Pool1: 161					
161-572-410	RESIDENTIAL SERVICES	1/20/2015	7487	\$765.00	\$0.00
161-572-410	RESIDENTIAL SERVICES	1/20/2015	7489	\$255.00	\$0.00
161-572-410	RESIDENTIAL SERVICES	1/20/2015	7491	\$170.00	\$0.00
161-572-410	RESIDENTIAL SERVICES	1/20/2015	7484	\$1,275.00	\$0.00
161-572-410	RESIDENTIAL SERVICES	1/20/2015	7485	\$85.00	\$0.00
161-572-410	RESIDENTIAL SERVICES	1/20/2015	7486	\$85.00	\$0.00
161-572-411	NON-RESIDENTIAL SERVICES	1/22/2015	158	\$382.50	\$0.00
				\$3,017.50	\$0.00
	Account Number String 161-572-410 161-572-410 161-572-410 161-572-410 161-572-410 161-572-410	Account Number String 161-572-410 RESIDENTIA 161-572-410 RESIDENTIA 161-572-410 RESIDENTIA 161-572-410 RESIDENTIA 161-572-410 RESIDENTIA 161-572-410 RESIDENTIA 161-572-411 NON-RESIDE	Account Number String Account Description 161-572-410 RESIDENTIAL SERVICES 161-572-410 RESIDENTIAL SERVICES	Account Number String Account Description Document Date 161-572-410 RESIDENTIAL SERVICES 1/20/2015 161-572-411 NON-RESIDENTIAL SERVICES 1/20/2015	Account Number String Account Description Document Date Document Number Debit. 161-572-410 RESIDENTIAL SERVICES 1/20/2015 7487 7489 161-572-410 RESIDENTIAL SERVICES 1/20/2015 7491 \$ 161-572-410 RESIDENTIAL SERVICES 1/20/2015 7484 \$ 161-572-410 RESIDENTIAL SERVICES 1/20/2015 7485 \$ 161-572-410 RESIDENTIAL SERVICES 1/20/2015 7485 \$ 161-572-410 RESIDENTIAL SERVICES 1/20/2015 7486 \$ 161-572-410 RESIDENTIAL SERVICES 1/20/2015 7486 \$ 161-572-410 RESIDENTIAL SERVICES 1/20/2015 7486 \$

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Account Number String

Account Description

Document Date Document Number Debit Amount Credit Amount

	Account Number:Account_Segment_Pool1: 211		Account Describation	Document Date	E Document Number	Debit Amount Credit Amount	Credit Amount
	AIRGAS SOUTHWEST INC	211-611-445	REPAIRS & MAINTENANCE	1/12/2015	9035346113	\$68.92	\$0.00
	ATWOODS DISTRIBUTING LP	211-611-445	REPAIRS & MAINTENANCE	1/27/2015	1818/37	\$144.97	\$0.00
	ATWOODS DISTRIBUTING LP	211-611-445	REPAIRS & MAINTENANCE	1/22/2015	1806/37	\$14.44	\$0.00
	ATWOODS DISTRIBUTING LP	211-611-445	REPAIRS & MAINTENANCE	1/5/2015	1794/37	\$105.93	\$0.00
	ATWOODS DISTRIBUTING LP	211-611-445	REPAIRS & MAINTENANCE	10/1/2014	1629/37	\$1,703.39	\$0.00
	B & B WATER SUPPLY	211-611-430	илитеs	1/29/2015	262.2	\$36.40	\$0.00
2	BIG H TIRE SERVICE	211-611-445	REPAIRS & MAINTENANCE	1/23/2015	156556	\$150.00	\$0.00
25	BIG H TIRE SERVICE	211-611-445	REPAIRS & MAINTENANCE	1/27/2015	156581	\$6.00	\$0.00
9	CATERPILLAR FINANCIAL SERVICE	211-611-573	CAPITAL LEASE PRINCIPAL	2/9/2015	SCHED000000000009002	\$3,068.82	\$0.00
	CATERPILLAR FINANCIAL SERVICE	211-611-574	CAPITAL LEASE INTEREST	2/9/2015	SCHED00000000009002	\$81.51	\$0.00
	CORSICANA NAPA AUTO PARTS	211-611-445	REPAIRS & MAINTENANCE	1/23/2015	048433	\$159.94	\$0.00
	HOLT TEXAS LIMITED	211-611-445	REPAIRS & MAINTENANCE	1/29/2015	WIMH0048063	\$11,732.76	\$0.00
	HOWARD'S FIRE EXTINGUISHER SER	211-611-445	REPAIRS & MAINTENANCE	1/27/2015	058126	\$283.55	\$0.00
	HUFFMAN COMMUNICATIONS SALES I	211-611-450	MAINT CONTRACT	2/1/2015	45703	\$41.13	\$0.00
	K & S TIRE, TOWING & RECOVERY, INC	211-611-445	REPAIRS & MAINTENANCE	1/26/2015	56831	\$62.00	\$0.00
	LKQ AUTO PARTS OF NORTH TEXAS	211-611-445	REPAIRS & MAINTENANCE	1/23/2015	62885908	\$300.00	\$0.00
	MARTIN MARIETTA MATERIALS, INC	211-611-376	ROAD MATERIAL	1/12/2015	14575320	\$506.68	\$0.00
	NAVARRO COUNTY ELECTRIC CO-OP	211-611-430	UTILITIES	1/30/2015	192.1	\$176.68	\$0.00
	PROSPERITY BANK - #1071550	211-611-573	CAPITAL LEASE PRINCIPAL	2/9/2015	SCHED00000000006002	\$3,095.73	\$0.00
	PROSPERITY BANK - #1071550	211-611-574	CAPITAL LEASE INTEREST	2/9/2015	SCHED00000000006002	\$489.61	\$0.00
	RATTLER ROCK INC	211-611-376	ROAD MATERIAL	1/26/2015	107708	\$2,056.34	\$0.00
	RATTLER ROCK INC	211-611-376	ROAD MATERIAL	1/27/2015	107717	\$1,093.36	\$0.00
	RATTLER ROCK INC	211-611-376	ROAD MATERIAL	1/21/2015	107674	\$1,869.65	\$0.00
	RATTLER ROCK INC	211-611-376	ROAD MATERIAL	1/6/2015	107461	\$2,429.13	\$0.00
	RATTLER ROCK INC	211-611-376	ROAD MATERIAL	1/7/2015	107476	\$848.66	\$0.00
	RATTLER ROCK INC	211-611-376	ROAD MATERIAL	1/20/2015	107645	\$2,162.19	\$0.00
	REPUBLIC SERVICES #069	211-611-430	UTILLTIES	1/25/2015	0069-000754734	\$162.23	\$0.00
	TIM'S TIRES & WHEELS	211-611-445	REPAIRS & MAINTENANCE	1/29/2015	055440	\$26.00	\$0.00
	TJM PROMOTIONS, INC.	211-611-426	UNIFORMS	1/27/2015	14758	\$330.00	\$0.00
	Tommy Montgomery Sand & Gravel		ROAD MATERIAL	1/28/2015	001187	\$13,690.99	\$0.00
	IRUCK PARTS & SERVICE INC	211-611-445	REPAIRS & MAINTENANCE	1/28/2015	16279	\$12.64	\$0.00

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Vendor Check Name1	Account Number String	tring Account Description	Document Date	E Document Number	Debit Amount Credit Amount	Credit Amount
TRUCK PARTS & SERVICE INC	211-611-445	REPAIRS & MAINTENANCE	1/22/2015	16159	\$18.29	\$0.00
TRUCK PARTS & SERVICE INC	211-611-445	REPAIRS & MAINTENANCE	1/26/2015	16225	\$8.48	\$0.00
WELCH STATE BANK	211-611-573	CAPITAL LEASE PRINCIPAL	2/9/2015	SCHED00000000008002	\$2,072.07	\$0.00
WELCH STATE BANK	211-611-574	CAPITAL LEASE INTEREST	2/9/2015	SCHED00000000008002	\$253.71	\$0.00
WINTERS OIL COMPANY	211-611-370	GAS & OIL				
WINTERS OIL COMPANY	211-611-370	GAS & OIL	5107//2/1	529360	\$4,088.58	\$0.00
			1/22/2015	529360 529264	\$4,088.58 \$299.46	\$0.00

Account Number String

Account Description

Document Date Document Number

Debit Amount Credit Amount

		Sun and inclined and in	Nondines ninnes		R Cocument Number	Debit Amount (Tractit Amount
	Account Number: Account_Segment_Pool1: 213						
	B & G AUTO PARTS	213-613-445	REPAIRS & MAINTENANCE	1/21/2015	603394	\$5.90	\$0.00
	B & G AUTO PARTS	213-613-445	REPAIRS & MAINTENANCE	1/22/2015	603388	\$15.00	\$0.00
	B & G AUTO PARTS	213-613-445	REPAIRS & MAINTENANCE	1/5/2015	603185	\$75.90	\$0.00
	B & G AUTO PARTS	213-613-445	REPAIRS & MAINTENANCE	1/13/2015	603287	\$36.60	\$0.00
	BIG H TIRE SERVICE	213-613-445	REPAIRS & MAINTENANCE	1/15/2015	156481	\$30.00	\$0.00
	CENTRAL TEXAS BUSINESS MACHIN	213-613-495	MISCELLANEOUS	1/15/2015	0006148	\$11.35	\$0.00
	CONSTELLATION NEWENERGY INC	213-613-430	UTILITIES	1/13/2015	0021151672-0001	\$22.55	\$0.00
	CONSTELLATION NEWENERGY INC	213-613-430	ОПLITIES	1/13/2015	0021151655-0001	\$10.00	\$0.00
•	CORSICANA NAPA AUTO PARTS	213-613-445	REPAIRS & MAINTENANCE	1/21/2015	048402	\$25.06	\$0.00
_	CORSICANA NAPA AUTO PARTS	213-613-445	REPAIRS & MAINTENANCE	1/21/2015	048399	\$92.90	\$0.00
	CORSICANA NAPA AUTO PARTS	213-613-445	REPAIRS & MAINTENANCE	1/15/2015	048281	\$37.12	\$0.00
	DEALERS ELECTRICAL SUPPLY	213-613-445	REPAIRS & MAINTENANCE	1/22/2015	3393510-00	\$529.50	\$0.00
	DEALERS ELECTRICAL SUPPLY	213-613-445	REPAIRS & MAINTENANCE	1/26/2015	3393538-00	\$156.70	\$0.00
	G & K SERVICES	213-613-426	UNIFORMS	1/22/2015	1132626707	\$35.00	\$0.00
	G & K SERVICES	213-613-426	UNIFORMS	1/15/2015	1132619797	\$35.00	\$0.00
	G & K SERVICES	213-613-426	UNIFORMS	1/22/2015	1132626691	\$35.00	\$0.00
	GILFILLAN HARDWARE	213-613-445	REPAIRS & MAINTENANCE	1/22/2015	20541/1	\$34,48	\$0.00
	HUFFMAN COMMUNICATIONS SALES I	213-613-450	MAINT CONTRACT	2/1/2015	45704	\$41.12	\$0.00
	JARVIS-PARIS-MURPHY CO INC	213-613-445	REPAIRS & MAINTENANCE	1/29/2015	34155	\$204.90	\$0.00
	K & S TIRE, TOWING & RECOVERY, INC	213-613-445	REPAIRS & MAINTENANCE	1/19/2015	56777	\$62.00	\$0.00
	K & S TIRE, TOWING & RECOVERY, INC	213-613-445	REPAIRS & MAINTENANCE	1/19/2015	56780	\$62.00	\$0.00
	K & S TIRE, TOWING & RECOVERY, INC	213-613-445	REPAIRS & MAINTENANCE	1/26/2015	56829	\$62.00	\$0.00
	K & S TIRE, TOWING & RECOVERY, INC	213-613-445	REPAIRS & MAINTENANCE	2/2/2015	56904	\$62.00	\$0.00
	K & S TIRE, TOWING & RECOVERY, INC	213-613-445	REPAIRS & MAINTENANCE	2/2/2015	56903	\$62.00	\$0.00
	KNIFE RIVER CORPORTATION-SOUT	213-613-376	ROAD MATERIAL	1/26/2015	460468	\$517.51	\$0.00
	KNIFE RIVER CORPORTATION-SOUT	213-613-376	ROAD MATERIAL	1/27/2015	460616	\$1,240.54	\$0.00
	KNIFE RIVER CORPORTATION-SOUT	213-613-376	ROAD MATERIAL	1/16/2015	459178	\$655.62	\$0.00
	KNIFE RIVER CORPORTATION-SOUT	213-613-376	ROAD MATERIAL	1/20/2015	459683	\$342.37	\$0.00
	KNIFE RIVER CORPORTATION-SOUT	213-613-376	ROAD MATERIAL	1/21/2015	459826	\$681.52	\$0.00
	KNIFE RIVER CORPORTATION-SOUT	213-613-376	ROAD MATERIAL	1/28/2015	460704	\$1,198.47	\$0.00
	MCKEE LUMBER COMPANY	213-613-445	REPAIRS & MAINTENANCE	1/15/2015	10232128	\$84.00	\$0.00

Vendor Chack Name 1	Account Nigorian Chin		,			
TO THE PROPERTY OF THE PROPERT	Account Millings Sound	9 Account Description	Document Date	E Document Number	Debit Amount Credit Amount	Credit Amount
MILLS AUTO SUPPLY	213-613-445	REPAIRS & MAINTENANCE	1/16/2015	12170545	\$6.29	\$0.00
MILLS AUTO SUPPLY	213-613-445	REPAIRS & MAINTENANCE	1/6/2015	12IZ0100	\$49.99	\$0.00
MILLS AUTO SUPPLY	213-613-445	REPAIRS & MAINTENANCE	1/9/2015	12120271	\$43.42	\$0.00
O'REILLY AUTOMOTIVE STORES INC	213-613-445	REPAIRS & MAINTENANCE	1/9/2015	0763-182857	\$13.97	\$0.00
TJM PROMOTIONS, INC.	213-613-426	UNIFORMS	1/27/2015	14758	\$330.00	\$0.00
TRUCK PARTS & SERVICE INC	213-613-445	REPAIRS & MAINTENANCE	1/28/2015	16276	\$30.54	\$0.00
TRUCK PARTS & SERVICE INC	213-613-445	REPAIRS & MAINTENANCE	1/27/2015	16260	\$40.61	\$0.00
TRUCK PARTS & SERVICE INC	213-613-445	REPAIRS & MAINTENANCE	1/16/2015	16089	\$93.90	\$0.00
WELCH STATE BANK	213-613-573	CAPITAL LEASE PRINCIPAL	2/9/2015	SCHED00000000005002	\$1,745.05	\$0.00
WELCH STATE BANK	213-613-574	CAPITAL LEASE INTEREST	2/9/2015	SCHED00000000005002	\$12.60	\$0.00
WINDSTREAM	213-613-435	TELEPHONE	1/28/2015	254-578-1106 - FEB	\$100.61	\$0.00
WINDSTREAM	213-613-435	TELEPHONE	1/26/2015	903-362-3476 - FEB	\$131.37	\$0.00
WINTERS OIL COMPANY	213-613-370	GAS & OIL	1/27/2015	529831	\$479.45	\$0.00
WINTERS OIL COMPANY	213-613-370	GAS & OIL	1/16/2015	529083B	\$3,377.39	\$0.00
WINTERS OIL COMPANY	213-613-370	GAS & OIL	1/15/2015	529082	\$2,726.40	\$0.00
					\$15,645.70	\$0.00

Account Number String

Account Description

Document Date Document Number Debit Amount Credit Amount

Vendor Check Name1	Account Number String	Account Description	Document Date	Document Number	Debit Amount Credit Amoun
WILLIAMS GIN & GRAIN COMPANY	214-614-445	REPAIRS & MAINTENANCE	1/15/2015	302015	
WILLIAMS GIN & GRAIN COMPANY	214-614-445	REPAIRS & MAINTENANCE	3/3/301E	לסרנחכ	
	P - C - 1110	SCHAING & FIRMITENANCE	C1U2/2/2	203283	
WILLIAMS GIN & GRAIN COMPANY	214-614-445	REPAIRS & MAINTENANCE	2/2/2015	000018	
WINDSTREAM	214-614-435	TELEPHONE	1/22/2015	903-695-2513/JAN	
WINTERS OIL COMPANY	214-614-370	GAS & OIL	1/21/2015	529216	\$3,578.40
					\$65,952.33

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Account Number String Account Description	Document Date	Document Number	Debit Amount Credit Amount	Credit Amount
FACILITIES	1/20/2015	3027278267-FEB	\$532.85	\$0.00
FACILITIES	1/23/2015	0021415531-0001	\$2,300.33	\$0.00
FACILITIES	1/13/2015	341688145	\$72.60	\$0.00
			\$2,905.78	\$0.00
	ACILITIES ACILITIES	1/20/2015 1/23/2015 1/13/2015	1/20/2015 1/23/2015 1/13/2015	1/20/2015 3027278267-FEB 1/23/2015 0021415531-0001 1/13/2015 341688145

Account Number String

Account Description

Document Date Document Number Debit Amount Credit Amount

THE COLOR WORLD	Account Indiliber Salid			nent Date	Document Number	Debit Amount C	redit Amount
Account Number: Account_Segment_Pool1: 316							
ALTERNATIVE MAILING & SHIPPING	316-516-411	SERVICES	1/15/		6563	\$309.00	\$0.00
ALTEX COMPUTERS & ELECTRONICS	316-516-310	SUPPLIES	1/16/:		05678	\$82.94	\$0.00
ARLINGTON POLICE DEPT	316-523-120	OVERTIME	1/21/		ECEMBER 2014	\$1,739.36	\$0.00
AUDIO VISUAL DALLAS, INC	316-516-310	SUPPLIES	2/3/20		5078	\$280.00	\$0.00
CBT Nuggets LLC	316-520-411	SERVICES	1/16/		169036	\$996.00	\$0.00
CHEDRIC BOYD	316-527-428	TRAVEL	2/3/20		N 13-FEB 2, 2015	\$235.75	\$0.00
DALLAS COUNTY SHERIFF'S OFFICE	316-526-120	OVERTIME	1/13/		ECEMBER 2014	\$746.88	\$0.00
DAN CAUBLE	316-520-411	SERVICES	1/31/		015-01	\$2,001.42	\$0.00
FEDEX -TXMAS	316-516-411	SERVICES	1/15/		-907-52341	\$104.13	\$0.00
FEDEX -TXMAS	316-516-411	SERVICES	1/22/;		-914-91977	\$23.30	\$0.00
GLOBAL GOVERNMENT/EDUCATION SO	316-526-585	EQUIPMENT	1/13/		92021170101	\$2,669.97	\$0.00
INTEGRATED ACCESS SYSTEMS	316-516-411	SERVICES	1/16/		5479	\$275.00	\$0.00
IRVING POLICE DEPT	316-526-120	OVERTIME	1/6/2		ECEMBER 2014	\$1,538.60	\$0.00
JANITOR'S WORLD	316-516-418	FACILITIES	1/15/		3718	\$941.95	\$0.00
LANCE SUMPTER	316-515-428	TRAVEL	1/29/		AN 27-JAN 28, 2015	\$433.68	\$0.00
MITEL NET SOLUTIONS	316-516-411	SERVICES	1/10/		3240491	\$1,175.69	\$0.00
MOIRA MCINTYRE	316-517-428	TRAVEL	1/30/		2/3-4/14	\$84.00	\$0.00
MOJRA MCINTYRE	316-517-428	TRAVEL	1/30/		AN 21-JAN 23, 2015	\$86.25	\$0.00
OFFICE DEPOT INC-TXMAS	316-517-310	SUPPLIES	1/7/2		48998851001	\$13.88	\$0.00
OFFICE DEPOT INC-TXMAS	316-517-310	SUPPLIES	1/7/2		48998143001	\$527.27	\$0.00
OFFICE DEPOT INC-TXMAS	316-523-310	SUPPLIES	1/14/		49642804001	\$86.39	\$0.00
OFFICE DEPOT INC-TXMAS	316-525-310	SUPPLIES	1/10/		48511840001	\$49.19	\$0.00
OFFICE DEPOT INC-TXMAS	316-525-310	SUPPLIES	1/12/		46563642001	\$288.26	\$0.00
OFFICE DEPOT INC-TXMAS	316-525-310	SUPPLIES	1/12/		49232140001	\$47.84	\$0.00
OFFICE DEPOT INC-TXMAS	316-525-310	SUPPLIES	1/6/2		46563469001	\$322.50	\$0.00
OFFICE DEPOT INC-TXMAS	316-526-310	SUPPLIES	1/6/2		47763268001	\$62.50	\$0.00
OFFICE DEPOT INC-TXMAS	316-526-310	SUPPLIES	1/14/		47760834001	\$35.99	\$0.00
OFFICE DEPOT INC-TXMAS	316-526-310	SUPPLIES	1/6/2		48228272001	\$65.48	\$0.00
OFFICE DEPOT INC-TXMAS	316-526-310	SUPPLIES	1/22/		50572394001	\$701.68	\$0.00
OFFICE DEPOT INC-TXMAS	316-526-310	SUPPLIES	1/22/		50571531001	\$39.12	\$0.00
OFFICE DEPOT INC-TXMAS	316-526-310	SUPPLIES	1/23/		50572393001	\$71.97	\$0.00
	ACCOUNT Number: Account_ Segment_Pool1: 316 ALTERNATIVE MAILING & SHIPPING ALTEX COMPUTERS & ELECTRONICS ARLINGTON POLICE DEPT AUDIO VISUAL DALLAS, INC CET NUGGES LLC CHEDRIC BOYD DALLAS COUNTY SHERIFF'S OFFICE DAN CAUBLE FEDEX -TXMAS FEDEX -TXMAS GLOBAL GOVERNMENT/EDUCATION SO INTEGRATED ACCESS SYSTEMS IRVING POLICE DEPT JANITOR'S WORLD LANCE SUMPTER MOIRA MCINITYRE MOIRA MCINITYRE OFFICE DEPOT INC-TXMAS	DOUNT_Segment_Pool1: 316 IAILING & SHIPPING ERS & ELECTRONICS LICE DEPT DALLAS, INC C C NMENT/EDUCATION SO CCESS SYSTEMS DEPT LLD R UTIONS RE INC-TXMAS INC-TXMAS	316-516-411 316-523-120 316-523-120 316-523-120 316-523-120 316-520-411 316-520-411 316-520-411 316-520-411 316-526-120 316-526-411 316-526-310 316-516-411 316-516-411 316-516-411 316-516-411 316-516-411 316-516-411 316-516-411 316-516-411 316-516-411 316-516-411 316-516-411 316-516-411 316-526-310 316-525-310 316-525-310 316-525-310 316-526-310	SERVICES SUPPLIES SIGNORIS SERVICES SIG-523-120 OVERTIME SIGNORIS SIGNOR	316-516-411 SERVICES 1/15/2015 316-516-310 SUPPLIES 1/15/2015 316-523-120 OVERTIME 1/21/2015 316-521-310 SUPPLIES 2/3/2015 316-520-411 SERVICES 1/16/2015 316-520-411 SERVICES 1/15/2015 316-526-120 OVERTIME 1/13/2015 316-526-411 SERVICES 1/13/2015 316-526-585 EQUIPMENT 1/13/2015 316-526-120 OVERTIME 1/13/2015 316-526-121 SERVICES 1/15/2015 316-526-122 OVERTIME 1/15/2015 316-516-411 SERVICES 1/16/2015 316-516-428 FACILITIES 1/15/2015 316-517-428 TRAVEL 1/15/2015 316-517-428 TRAVEL 1/10/2015 316-527-310 SUPPLIES 1/17/2015 316-527-310 SUPPLIES 1/17/2015 316-526-310 SUPPLIES 1/14/2015 316-526-310 SUPPLIES 1/14/2015 316-5	STATEST NOTIFICAL POWER STATEST NOTIFIER NUMBER STATEST NOTIFIER	

	VERIZON WIRELESS INC	SUDDENLINK	SAUL MINEROFF ELECTRONICS	RUSK COUNTY TREASURER	OFFICE DEPOT INC-TXMAS	OFFICE DEPOT INC-TXMAS	OFFICE DEPOT INC-TXMAS	Vendor Check Name1
	316-521-411	316-521-411	316-521-585	316-521-120	316-526-310	316-526-310	316-526-310	Account Number String
	SERVICES	SERVICES	EQUIPMENT	OVERTIME	SUPPLIES	SUPPLIES	SUPPLIES	
								Account Description
	1/20/2015	1/23/2015	1/22/2015	1/23/2015	1/21/2015	1/20/2015	1/22/2015	Document Date
	9739209435	02/02 - 03/01	109	12/16 - 12/16/2014	749523615001	748510043001	751384374001	E Document Number
\$19,241.67	\$1,028.89	\$321.08	\$1,775.00	\$74.34	\$0.00	\$0.00	\$6.37	Debit Amount
46	\$0.00	\$0.00	\$0.00	\$0.00	\$43.99	\$49.19	\$0.00	Debit Amount Credit Amount

Vendor Check Name1	Account Number String	ng Account Description	Document Date	Document Number	Debit Amount Credit Amount	Credit Amount
Account Number: Account_Segment_Pool1: 317	7					
CITY OF NACOGDOCHES	317-519-585	EQUIPMENT	1/20/2015	SAS 5072	\$7,000.00	\$0.00
OKLAHOMA HIGHWAY PATROL	317-519-428	TRAVEL	11/24/2014	PILOT PROJECT WKSHP	\$2,748.16	\$0.00
TULSA POLICE DEPT	317-531-120	OVERTIME	1/16/2015	12/01/14 - 12/31/14	\$282.60	\$0.00
TULSA POLICE DEPT	317-531-120	OVERTIME	11/6/2014	12/01/14-12/31/14	\$339.63	\$0.00
					\$10,370.39	\$0.00

	\$13,671.56	Vendor Check Name1 Account Number:Account_Segment_Pool1: 318 KEVIN KELLEY LANCE SUMPTER RUTH L. ASTON	Account Number String 318 318-516-411 318-515-411 318-517-411	SERVICES SERVICES SERVICES	Document Date 1/31/2015 1/31/2015 1/31/2015	Document Number 2015-2 2015-2 2015-2	\$3,725.82 \$0.00 \$7,694.69 \$0.00 \$2,251.05 \$0.00	Credi
R 318-515-411 SERVICES 1/31/2015 2015-2 318-517-411 SERVICES 1/31/2015 2015-2	318-515-411 SERVICES 1/31/2015 2015-2 318-517-411 SERVICES 1/31/2015 2015-2	<pre>imber:Account_Segment_Pool1: KELLEY</pre>		SERVICES	1/31/2015	2015-2	\$3,725.82	
318-517-411 SERVICES 1/31/2015 2015-2	318-517-411 SERVICES 1/31/2015 2015-2	NCE SUMPTER	318-515-411	SERVICES		2015-2	\$7,694.69	
	\$13,671.56	JTH L. ASTON	318-517-411	SERVICES	1/31/2015	2015-2	\$2,251.05	

Vendor Check Name1	Account Number String	Account Description	Document Date	Document Number	Debit Amount Credit Amount	Credit Amount
Account Number: Account_Segment_Pool1: 701	01					
1113 ARCHITECTS INC	701-410-410	PROFESSIONAL SERVICES	1/10/2015	3345	\$14,960.98	\$0.00
800 NORTH MAIN LTD	701-410-447	TEMPORARY SPACE LEASE	1/23/2015	.1507	\$36,501.78	\$0.00
INDUSTRIAL HYGIENE AND SAFETY	701-410-576	COURTHOUSE RESTORATION	1/19/2015	20100	\$25,506.00	\$0.00
LOCHRIDGE PRIEST INC	701-410-445	REPAIRS & MAINTENANCE	1/13/2015	W80387	\$849.00	\$0.00
LOCHRIDGE PRIEST INC	701-410-445	REPAIRS & MAINTENANCE	1/13/2015	W80382	\$302.00	\$0.00
LOCHRIDGE PRIEST INC	701-410-445	REPAIRS & MAINTENANCE	1/13/2015	W80383	\$482.50	\$0.00
Phoenix I Restoration and Construction, Ltd 701-410-576		COURTHOUSE RESTORATION	2/3/2015	JANUARY 31	\$573,544.98	\$0.00
					\$652,147.24	\$0.00

Vendor Check Name1	Account Number String	g Account Description	Document Date	E Document Number	Debit Amount Credit Amount	Credit Amount
Account Number: Account_Segment_Pool1: 960	60					
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256002969X0110201	\$73.65	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256003327X0110201	\$78.42	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256003404X0110201	\$78.42	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256003480X0110201	\$78.42	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256004191X0110201	\$78.42	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256005256X0110201	\$58.82	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256005371X0110201	\$56.82	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256006020X0110201	\$58.82	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256008050X0110201	\$56.82	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256008098X0110201	\$56.82	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256008163X0110201	\$58.82	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256004331X0110201	\$78.42	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256004381X0110201	\$80.52	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256004913X0110201	\$78.42	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256005080X0110201	\$78.42	\$0.00
AT&T MOBILITY	960-560-451	MAINT CONTRACT - TELEPHONE	1/2/2015	287256005129X0110201	\$78.42	\$0.00
					\$1,128.45	\$0.00
				The state of the s		

SPECIAL BUDGET

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

Fund- Department – Ac	count Description	Current Budget	Requested Increase	Amended Budget
2015-101-380-408	Community Grants	\$863,282.00	\$ 8,500.00	\$871,782.00
2015-101-568-575	Machinery & Equipment	\$ 0.00	\$ 8,500.00	\$ 8,500.00

This budget amendment is to recognize the unbudgeted revenue received from the Navarro Community Foundation and increase the machinery and equipment budget for the upgrade of the AM transmitter for the Office of Emergency Management operations in Navarro County.

Submitted by:

Emergency Management

Coordinator

Revenue Certified by:

Kathy B. Hollomon

Navarro County Auditor

H. M. Davenport Jr.

Approved by Commissioners/Court:

Navarro County Judge

Date: 2/9/15



COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

Sherry Dowd Navarro, County Clerk

For completing the required 20 Hours of Continuing Education for 2014 as prescribed in Section 51.605 of the Texas Government Code.

In witness therefore, recognition is hereby made this January 2015.

Diane Hoefling, President

Heather Hawthorne, Vice President



CERTIFICATE of COURSE COMPLETION

Open Meetings Act

I, Sherry Dowd, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 23rd day of January, 2015.



NOTICE TO CERTIFICATE HOLDER. You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551 005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No. 15-195765M

269 CERTIFICATE of COURSE COMPLETION

Public Information Act

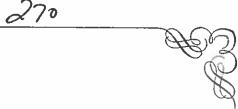
I, Sherry Dowd, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 23rd day of January, 2015.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 15-195396P



Texas Association of Counties

Certificate of Attendance

presented to

Honorable Ryan Douglas Navarro County

for completion of 20 hours of educational instruction during the

2014 New Treasurers' Seminar

December 15-18 • Embassy Suites San Marcos Hotel • San Marcos, Texas

Hand a. Rhanem

Honorable Alan Dierschke, Chair Certification and Validation Committee





NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director
Osha Joles - Addressing Manager



Stanley Young - Environmental Investigator Scott Wiley - Environmental Services

www.co.navarro.tx.us

PLANNING AND ZONING COMMISSION MINUTES

January 8th, 2015

5:00 P.M.

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

Chairman Jacobson – present

John Smith - present

Carroll Sigman – present

Vicki Farmer – present

Dennis Bancroft – absent

Kit Herrington - present

Kim Newsom – absent

Vice Chairman Schoppert – present

Conrad Newton – absent

Kyle Carrigan - absent

Jeff Smith - absent

Dolores Baldwin – absent

Caleb Jackson – absent

Barbara Moe - absent

Item #2 on the agenda was consideration of the minutes of the December 4th, 2014 Planning and Zoning meeting. Motion to approve by Commissioner Sigman, second by Commissioner Herrington, all voted aye.

Item #3 on the agenda was consideration of a replat of Moonlight Point Lots # 18 & 19 for Connie Jones. Motion to approve by Commissioner Herrington, second by Commissioner Schoppert, all voted aye.

Item #4 on the agenda was the Chairman's Report. Chairman Jacobson reported that the Palma house has been cleaned up per County standards. Vice Chairman Schoppert stated that the County should look into dredging certain boat ramps to make the lake accessible during this time given the fact that the water level is low. The Board asked the director to search Texas Parks and Wildlife for available funds to help make the improvements.

Adjourn.

I, RUSSELL P HUDSON, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH, THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

6

TOTAL TAX REPORT - JAN 2015
Prepared by Gail Smith
Navarro County Tax Office

38.84%	2,312.43	3,110,982.84	444.70		3,111,427.54	3,122.32		3,108,305.22	TOTAL
%	2,312.43	12,275.65	0.10		12,275.75	3,122.32	1	9,153.43	DELINQUENT
7,979,153.72		3,098,707.19	444.60		3,099,151.79		1	3,099,151.79	CURRENT
LEVY									CITY OF CORSICANA
13.97%	95.60	38,002.47	4.50		38,006.97	117.04	12.17	37,902.10	TOTAL
%	95.60	478.20	-0.14		478.06	117.04	0	361.02	DELINQUENT
268,811.00		37,524.27	4.64		37,528.91		12.17	37,541.08	CURRENT
LEVY									CITY OF KERENS
26.91%	31.08	44,435.95	7.12	197.30	44,640.37	47.30		44,593.07	TOTAL
%	31.08	145.04		12.37	157.41	47.30		110.11	DELINQUENT
165,332.85		44,290.91	7.12	184.93	44,482.96			44,482.96	CURRENT
LEVY									CITY OF RICE
34.21%	1,438.04	1,209,677.93	105.72	1	1,209,783.65	1,905.71	1	1,207,877.94	TOTAL
%	1,438.04	7,336.45	0.03		7,336.48	1,905.71		5,430.77	DELINQUENT
3,515,365.73		1,202,341.48	105.69		1,202,447.17			1,202,447.17	CURRENT
LEVY									NAVARRO COLLEGE
34.50%	7,340.53	6,209,331.49	551.63		6,209,883.12	9,661.71		6,200,221.41	TOTAL
%	7,340.53	37,460.77	0.18	! !	37,460,95	9,661.71		27,799.24	DELINQUENT
17,890,125.50		6,171,870.72	551.45		6,172,422.17			6,172,422.17	CURRENT
LEVY			CAD %						NAVARRO COUNTY
COLLECTED	ATTY FEES	DUE	PENALTY	FEE	SUBTOTAL	INTEREST	DISCOUNT	TAXES	DESCRIPTION

NAVARRO COUNTY , TEXAS AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2015

TOTAL TAX REPORT - JAN 2015
Prepared by Gail Smith
Navarro County Tax Office

26.13%	658.58	23,187.64	3.24		23,190.88	1,200.16	(21,990.72	TOTAL
%	658,58	3,292.98			3,292.98	1,200.16		2,092.82	DELINQUENT
76,152.46		19,894.66	3.24		19,897.90			19,897.90	CURRENT
LEVY									CITY OF DAWSON
18.07%	37.83	15,235.89	0.14	87.88	15,323.91	45.84	5.01	15,283.08	TOTAL
%	37.83	177.02		12.19	189.21	45.84		143.37	DELINQUENT
83,760.90		15,058.87	0.14	75.69	15,134.70		5.01	15,139.71	CURRENT
LEW									CITY OF FROST
20.43%	12.25	884.21	-0.04	10.72	894.93	25.45	ε	869.48	TOTAL
%	12.25	57.88	-0.04	6.56	64.44	25.45		38.99	DELINQUENT
4,064.33		826.33		4.16	830,49			830.49	CURRENT
したくと									CITY OF GOODLOW
29.20%	87.31	5,775.20	0.26	•	5,775.46	84.50		5,690.96	TOTAL
%	87.31	436.60			436.60	84.50		352.10	DELINQUENT
18,281.55		5,338.60	0.26		5,338.86		ě	5,338.86	CURRENT
LEVY									CITY OF RICHLAND
32.16%	11.41	2,869.49	0	•	2,869.49	11.11	ŧ	2,858.38	TOTAL
%	11.41	57.08			57.08	11.11		45.97	DELINQUENT
8,746.34		2,812.41			2,812.41			2,812.41	CURRENT
LEVY									CITY OF EMHOUSE
23.02%	•	4,429.27	0	•	4,429.27	•	•	4,429.27	TOTAL
%						:			DELINQUENT
19,239,67		4,429.27			4,429.27			4,429.27	CURRENT
LEW									CITY OF BARRY
COLLECTED	ATTY FEES	DUE	PENALTY	FEE	SUBTOTAL	INTEREST	DISCOUNT	TAXES	DESCRIPTION

NAVARRO COUNTY , TEXAS AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2015

CURRENT DELINQUENT DELINQUENT DELINQUENT CURRENT CURRENT DELINQUENT CURRENT **BLOOMING GROVE ISD** NAVARRO COUNTY ESD #1 DAWSON ISD **TOTAL TAX REPORT - JAN 2015** RICE ISD TOTAL TOTAL TOTAL TOTAL TOTAL 535,439.63 529,914.03 941,303.01 933,938.05 415,552.24 409,793.05 41,572.32 41,375.55 22,726.35 5,759.19 5,525.60 7,364.96 196.77 4,133.48 4,133.48 1,543.51 1,628.48 1,628.48 1,543.51 154.85 60.69 60.69 945,436.49 529,914.03 933,938.05 417,095.75 537,068.11 409,793.05 11,498.44 41,633.01 41,375.55 22,881.20 7,154.08 7,302.70 257.46

11.31

945,425.18

11,498.44

2,299.66 2,299.66

%

47.01%

11.31

933,926.74

0.68

417,095.07

LEVY

23.65%

,986,751.21

7,302.70

1,460.56 1,460.56

%

17.83

529,896.20

LEVY ,530,022.71

17.83

537,050.28

7,154.08

1,491.75 1,491.75

%

34.63%

NAVARRO COUNTY, TEXAS AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2015

DELINQUENT

CURRENT

22,081.14

645.21

154.85

800.06

0.14

22,881.06

LEVY

20.55%

800.06

160.01 160.01

%

223.03

0.58 -0.03 0.55

41,409.43

51.51 51.51

29.75%

LEVY

,732,757.91

241.35

0.68

409,792.37

206.89

41,168.08

139,100.00

%

22,081.14

0.14

22,081.00

CITY-BLOOMING GROVE

DESCRIPTION

TAXES

DISCOUNT

PENALTY & INTEREST

SUBTOTAL

COLLECTION RENDITION NET TAXES
FEE PENALTY DUE

MEMO ONLY
ATTY FEES

% CURRENT

LEVY

107,460.74

TOTAL TAX REPORT - JAN 2015
Prepared by Gall Smith
Navarro County Tax Office

NAVARRO COUNTY , TEXAS AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2015

	TAX CERTIFICATES	ROLLBACK TAXES	TOTAL COLLECTED
	860.00		20,517,030.59
BARRY EMHOUSE RICHLAND GOODLOW	CORSICANA	RICE	COUNTY
74,18% 64,15% 66,00% 63,84%	77.40%	72.94% 72.83%	YR-TO-DATE % CURRENT COLL 76.55%
DAWSON ISD RICE ISD CORSICANA ISD FROST ISD KERENS ISD	BGISD	CITY-BL GROVE	NT COLLECTED: CITY - FROST CITY DAWSON
76.25% 76.49% 75.68% 72.68% 74.37% ^	74.94%	75.22% 74.50%	73.51% 69.73%

**COLLECTIONS FOR FROST ISD BEGAN 7/1/2012

*COLLECTIONS FOR KERENS ISD BEGAN 7/1/2014

	24,508.02	20,489,763.88	8.93 2,240.22	518.93	20,492,523.07	32,852.76	17.18	20,459,687.49	GRAND TOTAL
	,			•		•			TOTAL
%									DELINQUENT
!									CURRENT
LEVY									OLD ROADS
30.21%	1,066.37	863,476.93	13.02		863,489.95	1,554.65		861,935.30	TOTAL
%	1,066.37	5,325.18			5,325.18	1,554.65		3,770.53	DELINQUENT
2,840,300.62		858,151.75	13.02		858,164.77			858,164.77	CURRENT
LEVY									KERENS ISD ^
37.14	278.64	456,470.38			456,470.38	354.45		456,115.93	TOTAL
%	278.64	1,393.16			1,393.16	354.45		1,038.71	DELINQUENT
1,225,307.13		455,077.22			455,077.22			455,077.22	CURRENT
LEVY									FROST ISD
35.49%	5,674.46	6,541,143.17	1,079.42	1	6,542,222.59	7,201.51		6,535,021.08	TOTAL
%	5,674.46	29,369.15	0.20		29,369.35	7,201.51		22,167.84	DELINQUENT
18,352,224.72		6,511,774.02	1,079.22		6,512,853.24			6,512,853.24	CURRENT
LEVY									CORSICANA ISD
COLLECTED	ATTY FEES	DUE	PENALTY	FEE	SUBTOTAL	INTEREST	DISCOUNT	TAXES	DESCRIPTION
TINDENT VI	VIIIV WENTER		100000000000000000000000000000000000000	The state of the s					

NAVARRO COUNTY, TEXAS AD VALOREM TAXES COLLECTED DURING THE MONTH OF JANUARY 2015

104.22	90,983,84	7.84	90,991.68	137.58	90,854,10	FLOOD CONTROL
3		1				
1,248.74	1,055,550.04	94.28	1,055,644.32	1,630.02	1,054,014.30	ROAD & BRIDGE
•		r		•		STATE
5,987.57	5,062,797.61	449.51	5,063,247.12	7,894.11	5,055,353.01	COUNTY
						TOTAL ALLOCATION
7,340.53	37,460.77	0.18	37,460.95	9,661.71	27,799.24	TOTAL
104.22	532.63	0.01	532.64	137.58	395.06	FLOOD CONTROL
1,248.74	6,364.77	0.03	6,364.80	1,630.02	4,734.78	ROAD & BRIDGE
		1		ı	t	STATE
5,987.57	30,563.37	0.14	30,563.51	7,894.11	22,669.40	COUNTY
						DELINQUENT TAXES
	6,171,870.72	551.45	6,172,422.17	4	6,172,422.17	TOTAL
	90,451.21	7.83	90,459.04		90,459.04	FLOOD CONTROL
	1,049,185.27	94.25	1,049,279.52		1,049,279.52	ROAD & BRIDGE
	5,032,234.24	449.37	5,032,683.61		5,032,683.61	COUNTY
						CURRENT TAXES
ATTORNEY FEES	NET TAXES DUE	RENDITION PENALTY CAD %	SUBTOTAL	PENALTY & INTEREST	TAXES	



AFFIDAVIT SUBMITTED BY Ryan Douglas NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

Before me, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Jason Grant, Commissioner Pct. 1, Honorable Richard Martin, Commissioner Pct. 2, Honorable David Warren, Commissioner Pct. 3, and Honorable James Olsen, Commissioner Pct. 4.

I, Ryan Douglas, the Navarro County Treasurer, on this 9th day of February, 2015 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on December 31, 2014 for the court to review and approve. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

Signed and executed this 9th day of February, 2015.

H. M. Davenport Jr. - County Judge

Richard Martin - Commissioner Pct 2

James Olsen Commissioner Pct 4

Jason Grant - Commissioner Pct 1

David Warren - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 9th day of February, 2015 by H. M. Davenport, Jr., Jason Grant, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

Sherry Dowd - Navarro County Clerk



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NAVARRO COUNTY, TEXAS REPORT OF CASH AND INVESTMENTS FOR THE MONTH OF DECEMBER, 2014

FUND	BEGINNING BALANCE	RECEIPTS	TEX BOOL	DISBURSEMENTS	ENDING BALANCE	BANK INTEREST	TEX ROOL BALANCE	TEX POOL	TOTAL
GENERAL	4,188,939.93	2,876,464.01		2,764,435.90	4,300,968.04	2,717.29	824,493.70	52.74	5,125,461.74
COMMUNITY SUPERVISION	290,944.06	202,876.93		129,956.88	363,864.11	226.31	91,253.23	5.83	455,117.34
JUVENILE PROBATION	39,577.07	38,764.60		35,227.86	43,113.81	26.53	35,836.89	2.32	78,950,70
FLOOD CONTROL	785,930.29	24,145.07		3,000,00	807,075.36	510.75	2,117 52	0.01	809,192.88
ROAD & BRIDGE - PCT 1	99,418.49	142,367.65		190,644.83	51,141,31	45.29	87,523.11	5.61	138,664.42
ROAD & BRIDGE - PCT 2	156,778.97	94,643.80		97,645.79	153,776.98	107.75	175,742.39	11.26	329,519,37
ROAD & BRIDGE - PCT 3	84,518.14	95,237.27		94,755.91	84,999.50	64.63	64,794.06	4.15	149,793.56
ROAD & BRIDGE - PCT 4	603,176.86	92,432.63		105,502.65	590,106.84	386.32	31,018.06	1.98	621,124.90
H.I.D.T.A.	15,665.40	9.98			15,675.38	9.98	10 Sec. 1		15,675,38
H.I.D.T.A. SEIZURE	258.76	0.16		-	258 92	0.16	1,665.65		1,924.57
DEBT SERVICE	181,714.92	53,126.70			234,841.62	139.70	2,139.69	0.01	236,981,31
CAPITAL PROJECTS	58,511.74	37.27			58,549.01	37.27	105,067.51	6.72	163,616.52
SHERIFF SEIZURE	137,284.76	87.22		1,244.56	136,127.42	87.22	148,198.47	9.50	284,325.89
DISTRICT ATTY FORF	56,226.32	15,849.30		12,857.70	59,217.92	37.80	110,223,68	7.09	169,441.60
HEALTH INSURANCE	244,114.76	249,577.23		238,000.71	255,691.28	158.72	11,737.36	0.79	267,428.64
ECONOMIC DEVELOPMENT	•	(4)		15	(**)	.	2.109.34	0.01	2,109,34
TRUST	1,493,197.76	28,577.98		23,435.01	1,498,340.73	995.16	257;283.69	16.47	1,755,624.42
LAKE TRUST	233.11	0.15			233.26	0.15	93,431.63	5.97	93,664.89
REVOLVING & CLEARING	608,738.11	1,692,897.19		1,658,958.55	642,676.75	434.16	750.02	-	643,426.77
PAYROLL FUND	12,155.38	2,301,482.75		2,306,671.58	6,966.55	222.91		-	6,966.55
DISBURSEMENT FUND	41,115.12	1,286,685.92		1,266,394.04	61,407.00	240.52	33.8.8		61,407.00
2014 GO BONDS	7,059,895.49	10,772.93		550,035.17	6,520,633.25	4,387.04		-	6,520,633.25
TOTAL	16,158,395.44	9,206,036.74	1	9,478,767.14	15,885,665.04	10,835.66	2,045,386.00	130.46	17,931,051.04

Byan Douglas / Treasurer

Χ,

Date

Jane McCollum / Chief Deputy Treasurer

Date







PO Box 5077 Sioux Falls SD 57117-5077 October 14, 2014

1-800-331-6053 Fax 1-605-335-0357 www.cnasurety.com

JANE T MCCOLLUM 300 W. 3rd Avenue Corsicana, TX 75110

File # 61160309 JANE T MCCOLLUM

\$70,000.00 Company Code: 0601

Written By: WESTERN SURETY COMPANY ASSISTANT TREASURER COUNTY OF NAVARRO

Enclosed is your renewal certificate. To continue your bond coverage and keep it in force, you must file this renewal document with the county of Navarro.

If you are no longer required to post this bond, please write the word "Cancel" directly on the document, and return it to CNA Surety.

If you have any questions, please contact your local agent.

Enclosure



Western Surety Company

WESTERN SUREMYSTED BY AND DE DE AMERICA S GLOSS. MENDING GOMPARITE

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bor	nd No. 61160309 briefly
described as ASSISTANT TREASURER COUNTY OF NAVARR	0
<u> </u>	
for JANE T MCCOLLUM	
	, as Principal,
in the sum of \$ SEVENTY THOUSAND AND NO/100	Dollars, for the term beginning
	December 31, _2018, subject to all
the covenants and conditions of the original bond referred to	above.
This continuation is issued upon the express condition	that the liability of Western Surety Company
under said Bond and this and all continuations thereof shall	l not be cumulative and shall in no event exceed
the total sum above written.	
Dated this 14 day of October, 2014	·
By	Paul T. Bruffat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

SOCOCIOS MESTERN SURETY COMPANY . ONE OF AMERICA'S OLDEST BONDING COMPANIES SO

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint Paul T. Bruflat Vice President South Dakota __, its regularly elected __ State of _ as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond: One ASSISTANT TREASURER COUNTY OF NAVARRO bond with bond number ___61160309 for JANE T MCCOLLUM as Principal in the penalty amount not to exceed: \$70,000.00 Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit: Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile. In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its October Vice President __ with the corporate seal affixed this ____14____ day of __ **ATTEST** Paul T. Bruflat, Vice President STATE OF SOUTH DAKOTA **COUNTY OF MINNEHAHA** 2014 ., before me, a Notary Public, personally appeared 14 day of _ Paul T. Bruflat and who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation. S. PETRIK

Notary Public

My Commission Expires August 11, 2016

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DEPUTATION DEPUTY TREASURER

THE STATE OF TEXAS §
COUNTY OF NAVARRO §

I, RYAN DOUGLAS DULY ELECTED TREASURER OF THE COUNTY OF NAVARRO AND STATE OF TEXAS, HAVING FULL CONFIDENCE IN JANE MCCOLLUM DO HEREBY APPOINT THIS PERSON TO THE POSITION OF CHIEF DEPUTY TREASURER TO ACT IN MY NAME, PLACE AND STEAD, TO DO AND PERFORM ANY AND ALL ACTS LAWFULLY AUTHORIZED. THIS POSITION HAS BEEN AUTHORIZED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY.

THIS DEPUTATION SHALL TERMINATE AT THE SAME TIME THE EMPLOYMENT BY ME OF THE HEREIN NAMED DEPUTY IS TERMINATED AND, FURTHER, THIS DEPUTATION IS REVOCABLE AT ANY TIME BY THE FILING OF A WRITTEN REVOCATION, SIGNED BY ME.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 9TH DAY OF FEB. 2015.

RYAN DOULGAS TREASURER NAVARRO COUNTY, TEXAS

OATH OF OFFICE DEPUTY TREASURER

THE STATE OF TEXAS §
COUNTY OF NAVARRO §

I, JANE MCCOLLUM DO SOLEMNLY SWEAR (OR AFFIRM), THAT I WILL FAITHFULLY EXECUTE THE DUTIES OF THE OFFICE OF DEPUTY TREASURER OF NAVARRO COUNTY, OF THE STATE OF TEXAS, IN THE POSITION OF DEPUTY TREASURER AND WILL TO THE BEST OF MY ABILITY, PRESERVE, PROTECT AND DEFEND THE CONSTITUTION AND LAWS OF THE UNITED STATES, AND OF THIS STATE, SO HELP ME GOD.

JANE MCCOLLUM

Subscribed and sworn to before me by JUDGE HM DAVENPORT JR. AT CORSICANA, Texas, this 9^{TH} day of FEB. 2015.

H.M. DAVENPORT JR. NAVARRO COUNTY JUDGE

RESOLUTION NO. 2015-3

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND CHRISTINA SMITH FOR A PROPERTY TAX ABATEMENT IN THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT, AND AUTHORIZING ITS EXECUTION BY THE COUNTY JUDGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court has been presented a proposed tax abatement agreement between the County of Navarro, Texas and Christina Smith providing for a property tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

WHEREAS, upon full review and consideration of the AGREEMENT, and all matters attendant and related thereto, the Commissioners Court is of the opinion that the terms and conditions thereof should be approved, and that the County Judge shall be authorized to execute it on behalf of the County of Navarro;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF NAVARRO, TEXAS:

Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioners Court of the County of Navarro and found to be acceptable and in the best interests of the County of Navarro and its citizens, are hereby in all things approved.

Section 2. The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the County of Navarro, substantially according to the terms and conditions set forth in the AGREEMENT.

Section 3. That this approval and execution of the AGREEMENT on behalf of the County is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 4. This Resolution shall become effective from and after its passage.

PASSED and APPROVED on this the 9th day of February, 2015.

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H. M. Davenport, Jr., County Judge

ATTEST:

Sherry Dowd, County Clerk

STATE OF TEXAS

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COUNTY OF NAVARRO

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TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between THE COUNTY OF NAVARRO, TEXAS, acting herein by and through its County Judge and hereinafter referred to as COUNTY, and Christina Smith, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 24th day of February, 2014, the City Council of the City of Corsicana, Texas, passed an Ordinance creating and designating the Corsicana Downtown Revitalization District (the "Reinvestment Zone") for commercial tax abatement, as authorized by Chapter 312, Texas Tax Code; and

WHEREAS, the COUNTY has previously adopted a Tax Abatement Policy (the "Tax Abatement Policy") and a Historic Downtown Tax Abatement Program; and

WHEREAS, the Historic Downtown Tax Abatement Program constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by COUNTY as required by Chapter 312, Texas Tax Code; and

WHEREAS, COUNTY has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, COUNTY has sent written notice that COUNTY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment base of the Corsicana area to the long term interest and benefit of the COUNTY, the COUNTY has determined that the contemplated use of the PROPERTY, as hereinafter defined, the contemplated improvements to the PROPERTY in the amount as set forth in this AGREEMENT, and the other terms hereof are consistent with encouraging development of said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with COUNTY'S Historic Downtown Tax Abatement Program;

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

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Whenever used in this Agreement, the following terms shall have the meanings ascribed to them:

- 1.1 "Estimated Tax Value" means the estimated depreciated Tax Net Book Values applicable to the real property improvements and the Tangible Personal Property improvements comprising the Investment described in Paragraph 2.2 below. For reference purposes, the Estimated Tax Values scheduled on are determined using the Navarro Central Appraisal District's appraisal guidelines in effect as of the date of this Agreement.
- 1.2 "Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.
- 1.3 "Force Majeure" means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot; civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires; explosions or floods, and strikes.
- 1.4 "In Service Project Cost" means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER
- 1.5 "<u>Tangible Personal Property</u>" means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.
- 1.6 "<u>Taxable Value</u>" means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

Other terms defined elsewhere in this Agreement shall have the meanings therein ascribed to those terms.

II. OWNER'S OBLIGATIONS

- 2.1 The specific property to be the subject of this Agreement shall be the Real Property, including land and improvements, located at 211 South Beaton Street in Corsicana, described by legal description including block and lot and map attached hereto as EXHIBIT A and made a part hereof, and shall be herein referred to as the PROPERTY.
- 2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the real property as described in Exhibit "C" attached hereto and incorporated herein by reference (collectively the

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"Improvements"), having a total In Service Project Cost of at least \$3,500.00. On or before December 31, 2015, OWNER shall substantially complete all Improvements. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2 as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation. The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the CITY.

- 2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof).
- OWNER further agrees that the COUNTY, its agents and employees shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the COUNTY shall have the continuing right to inspect the Property, upon not less than ten (10) days prior written notice, to ensure that it is thereafter maintained in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, for the purpose of ad valorem property tax appraisal for all real property and improvements to real property.

III. ABATEMENT OF TAXES

- 3.1 Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of ad valorem real property taxes from the Property that are otherwise owed to the COUNTY, shall be frozen at the appraised value of the Property on December 31, 2014. Said ad valorem real property tax abatement/freeze shall be for a five (5) year term, beginning in tax year 2015, and shall apply to the taxes assessed upon the increased value of the eligible Property, after installation of the real property improvements contemplated by Paragraph 2.2, over the value of the Property in the year in which this Agreement is executed; all subject to and in accordance with the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereat).
- 3.2 It is understood and agreed among the parties that the Property shall be appraised at market value for the purposes of the applicable real property tax assessments effective as of December 31, 2014, and continued at market value until the expiration of the Term of this Agreement.
- 3.3 It is understood and agreed among the parties that, at the end of the Abatement term, the real property must remain on the tax rolls at the full appraised value for a minimum of ten (10) years before the property is eligible for tax abatement again.

IV. TERM OF THE AGREEMENT

- 4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.
- 4.2 Prior to December 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the COUNTY and each taxing unit that OWNER is in compliance with all of the terms and conditions of this Agreement.

V. DEFAULT AND RECAPTURE OF ABATED TAX

- In the event that (a) OWNER fails to incur the minimum In Service Project Cost of an amount that, at a minimum, is equal to 20 percent of the most recent valuation of the property, or \$20,000, whichever is less; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property of at least Twenty Thousand Nine Hundred Ninety dollars (\$20,990.00), which includes the 2014 real property appraised value of \$17,490 plus a minimum of \$3,500 in real property improvements; (c) OWNER allows its ad valorem taxes owed the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (d) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (e) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, then this Agreement shall be in default.
- 5.2 In the event of default, COUNTY shall give the OWNER written notice of such default and, if the OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the COUNTY. If the COUNTY terminates this Agreement in the event of default, OWNER shall repay to the COUNTY all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty), reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the COUNTY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that COUNTY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.
- 5.3 It is expressly acknowledged and agreed between the parties that the COUNTY shall have the right to place a tax lien against the Property pursuant to Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes abated and subject to recapture under this Agreement, together with all other amounts payable hereunder. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code. Also, to collect any amounts payable hereunder, the COUNTY shall have all other remedies provided generally in the Tax Code for the collection of delinquent property tax.

VI. GENERAL PROVISIONS

- 6.1 The COUNTY represents and warrants that the Property does not include any property that is owned by a member of the Commissioners Court approving, or having responsibility for the approval of this Agreement.
- 6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the COUNTY, such consent to be at the sole discretion of the COUNTY; provided, however, that upon written notice to the COUNTY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.
- 6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY therefrom. It is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY agrees to indemnify and hold harmless the OWNER therefrom.
- Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in the United States mail:

For COUNTY by notice to:

County of Navarro, Texas Attention: County Judge Navarro County Courthouse 300 West Third Avenue, Suite 102 Corsicana, Texas 75110

For OWNER by notice to:

Christina Smith P.O. Box 423 Rice, TX 75155

Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this Section.

6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.

- 6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.
- 6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to, or arising out of, this Agreement shall lie in Navarro County, Texas.
- 6.8 In this Agreement, time is of the essence.
- 6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 6.10 This Agreement was authorized by resolution of the Commissioners Court at its regularly scheduled meeting on the 9th day of February, 2015, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.
- 6-11 This AGREEMENT shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

Witness our hands this 9th day of February, 2015.

Sherry Dowd, Courty Clerk

APPROVED:

COUNTY OF NAMARRO

H.M. Davenport, Jr., County Judge

CHRISTINA SMITH

Ву: _____

Christina Smith, Owner

EXHIBITS ATTACHED:

- A. Diagram Map of CDRD Showing Property Location
- B. 2014 Tax Receipt for the property (from Navarro County Tax Assessor/Collector)
- C. Application for Tax Abatement dated January 2, 2015
- D. Approval by Corsicana Landmark Commission (Dec. 22, 2014 meeting minutes)



Exhibit A Downtown Revitalization District / Historic Main Street District Tax Abatement Applicant





RUSSELL PHUDSON, PCC NAVARRO COUNTY TAX ASSESSOR/ COLLECTOR P O BOX 1070 CORSICANA, TX 75151-1070 PHONE NO. (903) 654-3080

Mail To: **SMITH CHRISTINA** PO BOX 423 RICE, TX 75155

Legal Description: C0000 CORSICANA BLK 240 LOT 1 .0573 ACRES (25 X 100)

Legal Acres:

.0573

Account No: 40139

Wales o

Parcel Address: 211 S BEATON ST

Mankat Value

CAD No: C00000002400001000 Market Value

As of Date: 01/29/2015

Assessed

\$7-- lan-

Print Date: 01/29/2015 Printed By: ACT_INQ Capped Homesite Agricultural Non-Qualifying

\$17,490

Land	Improvement	vaiue	value	vaiue	value M	arket yaine	value
\$7,490	\$10,000	\$17,490	\$17,490	\$0	\$0	\$0	\$17,490
Taxing	A	ssessed	Exemptions	5	Taxable	Tax	
Unit	Valu	ie (100%) Co	ode	Value	Value	Rate	Tax
NAVARRO CO REVO	OLVING&CLE 'SALES TAX, YOUR CI	S17,490 TY TAX WOULD I	NCREASE BY \$15.71	\$0	\$17,490	0.510900	\$89.36
NAVARRO COLLEG	E	\$17,490		\$0,	\$17,490	0.120200	\$21.02
ROAD AND BRIDGE	: ļ	\$17,490		\$0	\$17,490	0.107100	\$18.73
NAV FLOOD CONTE	ROL	\$17,490		\$0	\$17,490	0.009000	\$1.57
CITY OF CORSICAN WITHOUT A CITY	IA ' SALES TAX. YOUR CI	\$17,490 TY TAX WOULD I	NCREASE BY \$28.21	\$0	\$17,490	0.627200	\$109.70

Total 2014 Tax: \$464.30 Total 2014 Levy Paid To Date: 2014 Levy Due: \$464.30 \$0.00 Total 2014 Due: \$0.00

1.280300

Exemptions: AMOUNT DUE IF PAID BY THE END OF:

JAN 2015 0% FEB 2015 7% \$0.00

MAR 2015 9% \$0.00

APR 2015 11% \$0.00

Value

MAY 2015 13% \$0.00

JUN 2015 15% \$0.00

\$223.92

Volum

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

School Information:

CORSICANA ISD

CORSICANA ISD

2014 M&O 1.0400000 I&S 24030000 Total 1.2803000 2013 M&O 1.0400000 I&S .24030000 Total 1.2803000

REMOVAL OF EXEMPTIONS MAY RESULT IN ADDITIONAL TAXES DUE.

\$0.00

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

Print Date: 01/29/2015

AMOUNT DUE IF PAID BY THE END OF: FEB 2015 7% JAN 2015 0%

MAR 2015 9% APR 2015 11% \$0.00 \$0.00

MAY 2015 13% JUN 2015 15% \$0.00

\$0.00

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

Appraised

Wales

\$17,490

RUSSELL PHUDSON, PCC

\$0.00

NAVARRO COUNTY TAX ASSESSOR/ COLLECTOR

P O BOX 1070

CORSICANA, TX 75151-1070

40139 SMITH CHRISTINA PO BOX 423 RICE, TX 75155

AMOUNT PAID:

293

EXHIBIT C

2015 APPLICATION FOR T DOWNTOWN REV				ÑΑ
Instructions: Please print or type. Submit the completed and signed orig	inal copy of the 201	6 Applicatio	n for Tax Abateme	nt, with attachments, to: Ti
Consider Economic Development Depart 1. Date of Application: 1-2-/5	ment, 200 North 120	h Street, Cor	sicana, Texas 751	10,
Name of Individual, Firm, Partnership or Corporation	and mailing add	ress	Zn. Have you rece	iven a previous (ax abatemen
2. Walle of muleicost, 1 and, 1 amerand of corporation	and making tioo			y from the City of Corsicana?
Christina Smith P.O. Box 423			ļ L	NO
Rice, TX 75155			25. If yes, when?	
3. Property Address. 211 South Beaton Street. Corsid	ana. TX 75110			
4. Navarro Central Appraisal District Property Tax ID .			[40:39
Preferred Telephone Number: 903-654-	9249	Sa Emas:	Csmith@Doc	bleTroubleDuds.com
6. Year Originally Built 1896	6a. Tax Value Ba (Please attach 1		ovation [om County Tax Ass	\$17 450
 Will work be done to exterior façade or windows that of Appropriateness (COA) approved by Landmark C (i) yes, place attach approved COA) 		Certificate		YES
8. Estimated value of real property improvements			[575 000
Description of real property improvements to be made.	le (attach additio	nal sheet i	if necessary):	
Re-mortor bricks in places where brick seer extrieror. Replace windows in upstairs, replace windows in upstairs, replace building, the brace building sides.	ace glass plates	in store fr	ont, replace ext	eiror awning, renovate
10. Estimated Construction Start Date:	l-Mar-15			
11. I certify that this property is located within the bound that all taxes due on this property have been paid, and of Appropriateness (COA) will be submitted to the Histo Landmark Commission and that work will not commend	that, for exterior ric Preservation	modification Officer for	ons to the prope review by the C	rty, a Certificate
I declare that the information in this document and any attachments	is true and correct to	the best of m	ny knowledge and b	slie!
sign here Multiva Amith				
Phone: 403-654-9249	Date:12/29/14			
Submitted By (Please Print)	Received by th	se City of Con	Scana	
Name: Christina Smith		Bill King		
Title: Owner	Title:	Economic De	velopment Director	
Date:	Date:	A3 451 1805	An Count Opposite	a'tu Zandawa
For assistance in completing this form, cyā the City of FOR INTERNAL USE ONLY:	Corricana, Texas - 9:	JJ. 054.48UB.	An Equal Opportu	ину спамнуег
OATE ENTITY Initials	:	DATE	ENTITY	Initials
Main Street Manager			_Fire Mershell	
Planning & Zoning			_City Soundl	
Landmark Commission Economic Development			Cay council Commissioneds t	Court
The City of Corsicana Economic Development Department				
200 North 12th Street, Corsicana, Texas 75110		·		

EXHIBIT D

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1 CORSICANA, TEXAS COUNTY OF NAVARRO CITY OF CORSICANA

On this, the 22nd day of December, 2014, at 5:00pm, the Corsicana Landmark Commission of the City of Corsicana met in a Regular Meeting at the Corsicana Visitor Center with the following members present:

FRAN TOWNES, JERRY STEELY, LORAN SEELY, HUGH STROUBE, LINDSAY KING, JIMMY HALE, ANDSARA BETH WILSON WERE PRESENT

MALINDA VELDMAN, AUDREY SLOAN, RICK GUEST, AND JOHN YATES WERE ABSENT.

1. CALL TO ORDER.

Townes called the meeting to order at 5:00pm. Steely moved to approve the minutes of the December 2, 2014 as presented. Seely seconded the motion, and the measure passed without objection.

- 2. REVIEW SUBMITTED HISTORIC RESOURCE DESIGNATION APPLICATIONS: There were no requests.
- 1. REVIEW SUBMITTED LANDMARK PROPERTY ALTERATION REQUESTS AND CERTIFICATES OF APPROPRIATENESS APPLICATIONS:
 - a. 203 W. 2nd Avenue: Shake Rattle ATV
 - i. No Representative
 - ii. Landmark discussed the sign approved and the sign on the building does not match what was approved by the commission on November 3rd, by a motion from Guest and a second from Veldman. The increased display area by the Landmark was also approved, but the business is displaying outside of the extended display area. Landmark has requested the representatives attend the January 13, 2015 meeting.
 - b. 221 W. 6th Avenue: State Farm Insurance
 - i. Stuart Smith presented a new sign design and installation for the building as well as a lighted box sign. Smith proposed an updated StateFarm Sign for the upper building façade. The proposed sign will be lighted from behind to display "StateFarm" and "Stuart Smith" at night. The box sign has been tabled until more information on the location is provided, as well as measurements.
 - Seely motioned to approve the new sign on the building and table the box sign until further information is provided, the item was seconded by King.
 - ii. The lighted pole sign is being determined by Planning & Zoning. Planning and Zoning, is waiting to hear from Smith or the overall building owner as to where exactly the property line ends. The pole sign must be 15ft away from the property line. If the pole is closer than 15ft from the property line then Planning & Zoning will not be able to issue a sign permit for the box sign. In addition, because the building has multiple tenant spaces, a multi-tenant sign would be required. In other words, the sign would have to provide a space for each tenant's sign. The multi-tenant sign would be limited to 200 square feet in area and 30 feet in height.
 - c. 226 N. Commerce/111 E. 4th Avenue: Keith Berry Tax & Quilting
 - i. Keith Berry proposed to paint the front doors, and awning a beige color. He also proposed work to the exterior of the building to include stucco work, re-patch, and re-paint the entire building the existing color or to match as best as possible. Berry also proposed to add lighting at the entry door of the Quilting shop, and under the awning of the Tax Office. Berry was scheduled to be on the agenda for the December 10th meeting, which was cancelled due to lack of quorum; therefore some work has been completed.
 - 1. Work Completed prior to meeting:
 - a. Removed the plexiglass of the Quilting door and added wood to be smooth.
 - b. Repainted the Quilting entry doorway beige
 - Replaced the hanging light in front of the Quilting entrance with a recessed flushed fluorescent light
 - 2. Work to be approved:
 - a. Signage above the Keith Berry awning is in the works by Action Sign. Berry is aware the sign design must be approved by Landmark prior to installation. The sign also has electricity for it to be backlit.

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- b. Berry proposed a fluorescent light to be added under the awning. Hale mentioned fluorescent lighting is not approved in the overlay. Berry agreed he would add a recessed or flush LED light to the awning. Landmark mentioned they prefer individual canned lighting rather than a long fluorescent light.
- c. Repair the stucco and cracks on the exterior of the building, and repaint the entire building to the existing color. The actual color is unknown; therefore they will match the color to building.
- ii. A motion to approve the proposed items to repair and repaint the stucco where needed, paint the awning and entry doors, as well as add recessed or flush LED lighting to the awning was given by Hale, and seconded by Steely.

d. 114 S. Beaton: Chickadees

- i. No Representative
- ii. Sara Beth Wilson has been in contact with the owners to let them know the bubble awning is not a historic awning, and the transom windows cannot be covered. They are looking into a new awning for the new building and will be in contact with the Landmark when they select a new awning.
- e. 105 W. 6th Avenue: Cliffs Check Cashing
 - i. Ben Schepps presented a new sign for the 105 W. 6th Avenue building. The presented sign will be back lit with small LED canned lights. The sign fits into the existing frame to match the dimensions as the surrounding signs.
 - ii. A motion to approve the proposed signed, backlit with LED lights was motioned by Stroube and seconded by Hale.

f. Christina Smith: Mural

i. Landmark Commission recommended a mural portrayed in Drane School years ago for Smiths Mural.

g. 219 S. Beaton: Tri-Vision Billboard

- i. No Representative
- ii. The Landmark Commission discussed a possible change of a current billboard design to a tri-vision billboard. In order to keep the downtown historic, and true to its history as well as origin, the Landmark Commission agreed 100% to not approve the change to a tri-vision or electronic billboard in the designated Historic District.

h. 222 N. Beaton: FBM Properties

- i. Proposed items
 - 1. Expose columns discovered behind brick work to the front of the building as well as the side
 - 2. Move the storefront glass back 12 inches to expose the columns
 - 3. Brick up existing double doors, and duplicate where necessary for loft entrances.
 - Brick up existing windows on the second floor and duplicate where they are needed to fit the lofts.
- ii. Melissa Smith explained the columns will be exposed to the storefront, the side columns are smaller than the front, which was approved by the Commission. Smith also mentioned they believe the glass was moved forward when the brick columns were constructed; therefore existing concrete is present to move the glass without any problems. On the side of the building they will need to brick up the current doors and move them to fit the entrance of the lofts. Landmark expressed there is not an issue with that as long as the doors all match. They also plan to brick the current small windows for the second floor and duplicate them where they are needed to fit the loft framing. Smith was told by the Landmark Commission any work completed to the back of the building facing the alley does not need to be presented at Landmark.
- iii. A motion to approve opening the columns for exposure, moving doors on the side of the building where necessary, moving the glass front back 12 inches to expose columns, brick up second floor windows and duplicate them to match the frame, as well as adding clear or frosted glass was motioned by Hale and seconded by Seely.
- 2. HDD DESIGN REVIEW:
- 3. CHAIRMAN'S REPORT
- 4. PRESERVATION OFFICER'S REPORT

Sara Beth Wilson ATTESTED THIS, THE 23RD DAY OF DECEMBER, 2014

RESOLUTION NO. 2015-4

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND SLAMN JMMBN OPPORTUNIST, LLC FOR A PROPERTY TAX ABATEMENT IN THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT, AND AUTHORIZING ITS EXECUTION BY THE COUNTY JUDGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court has been presented a proposed tax abatement agreement between the County of Navarro, Texas and SLAMN JMMBN OPPORTUNIST, LLC providing for a property tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

WHEREAS, upon full review and consideration of the AGREEMENT, and all matters attendant and related thereto, the Commissioners Court is of the opinion that the terms and conditions thereof should be approved, and that the County Judge shall be authorized to execute it on behalf of the County of Navarro;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF NAVARRO, TEXAS:

- Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioners Court of the County of Navarro and found to be acceptable and in the best interests of the County of Navarro and its citizens, are hereby in all things approved.
- Section 2. The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the County of Navarro, substantially according to the terms and conditions set forth in the AGREEMENT.
- Section 3. That this approval and execution of the AGREEMENT on behalf of the County is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 4. This Resolution shall become effective from and after its passage.

PASSED and APPROVED on this the 9th day of February, 2015.

H. M. Davenport, Jr. County Judge

Sherry Dowd, County Clerk

COVE CONTINUE

ATTEST3

STATE OF TEXAS

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COUNTY OF NAVARRO

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TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between THE COUNTY OF NAVARRO, TEXAS, acting herein by and through its County Judge and hereinafter referred to as COUNTY, and SLAMN JMMBN OPPORTUNIST, LLC, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 24th day of February, 2014, the City Council of Corsicana passed an Ordinance creating and designating the Corsicana Downtown Revitalization District (the "Reinvestment Zone") for commercial tax abatement, as authorized by Chapter 312, Texas Tax Code; and

WHEREAS, the COUNTY has previously adopted a Tax Abatement Policy (the "Tax Abatement Policy") and a Historic Downtown Tax Abatement Program; and

WHEREAS, the Historic Downtown Tax Abatement Program constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by COUNTY as required by Chapter 312, Texas Tax Code; and

WHEREAS, COUNTY has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, COUNTY has sent written notice that COUNTY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment base of the Corsicana area to the long term interest and benefit of the COUNTY, the COUNTY has determined that the contemplated use of the PROPERTY, as hereinafter defined, the contemplated improvements to the PROPERTY in the amount as set forth in this AGREEMENT, and the other terms hereof are consistent with encouraging development of said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with COUNTY'S Historic Downtown Tax Abatement Program;

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

I. DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings ascribed to them:

- 1.1 "Estimated Tax Value" means the estimated depreciated Tax Net Book Values applicable to the real property improvements and the Tangible Personal Property improvements comprising the Investment described in Paragraph 2.2 below. For reference purposes, the Estimated Tax Values scheduled on are determined using the Navarro Central Appraisal District's appraisal guidelines in effect as of the date of this Agreement.
- 1.2 "Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.
- 1.3 "Force Majeure" means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot; civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires; explosions or floods, and strikes.
- 1.4 "<u>In Service Project Cost</u>" means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER
- 1.5 "<u>Tangible Personal Property</u>" means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.
- 1.6 "<u>Taxable Value</u>" means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

Other terms defined elsewhere in this Agreement shall have the meanings therein ascribed to those terms.

II. OWNER'S OBLIGATIONS

- 2.1 The specific property to be the subject of this Agreement shall be the Real Property, including land and improvements, located at 222 North Beaton Street in Corsicana, described by legal description including block and lot and map attached hereto as EXHIBIT A and made a part hereof, and shall be herein referred to as the PROPERTY.
- 2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the real property as described in Exhibit "C" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a total In Service Project Cost of at least \$6,268.00. On or before December 31, 2015, OWNER shall substantially complete all Improvements. Notwithstanding the foregoing deadlines,

OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2 as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation. The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the CITY.

- 2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof).
- OWNER further agrees that the COUNTY, its agents and employees shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the COUNTY shall have the continuing right to inspect the Property, upon not less than ten (10) days prior written notice, to ensure that it is thereafter maintained in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, for the purpose of ad valorem property tax appraisal for all real property and improvements to real property.

III. ABATEMENT OF TAXES

- 3.1 Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of ad valorem real property taxes from the Property that are otherwise owed to the COUNTY, shall be frozen at the appraised value of the Property on December 31, 2014. Said ad valorem real property tax abatement/freeze shall be for a five (5) year term, beginning in tax year 2015, and shall apply to the taxes assessed upon the increased value of the eligible Property, after installation of the real property improvements contemplated by Paragraph 2.2, over the value of the Property in the year in which this Agreement is executed; all subject to and in accordance with the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereat).
- 3.2 It is understood and agreed among the parties that the Property shall be appraised at market value for the purposes of the applicable real property tax assessments effective as of January 1, 2014, and continued at market value until the expiration of the Term of this Agreement.
- 3.3 It is understood and agreed among the parties that, at the end of the Abatement term, the real property must remain on the tax rolls at the full appraised value for a minimum of ten (10) years before the property is eligible for tax abatement again.

IV. TERM OF THE AGREEMENT

- 4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.
- 4.2 Prior to December 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the COUNTY and each taxing unit that OWNER is in compliance with all of the terms and conditions of this Agreement.

V. DEFAULT AND RECAPTURE OF ABATED TAX

- In the event that (a) OWNER fails to incur the minimum In Service Project Cost of an amount that, at a minimum, is equal to 20 percent of the most recent valuation of the property, or \$20,000, whichever is less; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property of at least Thirty Seven Thousand Six Hundred Eight dollars (\$37,608.00), which includes the 2014 real property appraised value of \$31,340 plus a minimum of \$6,268 in real property improvements; (c) OWNER allows its ad valorem taxes owed the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (d) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (e) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, then this Agreement shall be in default.
- In the event of default, COUNTY shall give the OWNER written notice of such default and, if the OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the COUNTY. If the COUNTY terminates this Agreement in the event of default, OWNER shall repay to the COUNTY all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty), reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the COUNTY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that COUNTY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.
- 5.3 It is expressly acknowledged and agreed between the parties that the COUNTY shall have the right to place a tax lien against the Property pursuant to Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes abated and subject to recapture under this Agreement, together with all other amounts payable hereunder. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code. Also, to collect any amounts payable hereunder, the COUNTY shall have all other remedies provided generally in the Tax Code for the collection of delinquent property tax.

VI. GENERAL PROVISIONS

- 6.1 The COUNTY represents and warrants that the Property does not include any property that is owned by a member of the Commissioners Court approving, or having responsibility for the approval of this Agreement.
- 6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the COUNTY, such consent to be at the sole discretion of the COUNTY; provided, however, that upon written notice to the COUNTY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.
- 6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY therefrom. It is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY agrees to indemnify and hold harmless the OWNER therefrom.
- Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in the United States mail:

For COUNTY by notice to:

County of Navarro, Texas Attention: County Judge Navarro County Courthouse 300 West Third Avenue, Suite 102 Corsicana, Texas 75110

For OWNER by notice to:

Michael French SLAMN JMMBN OPPORTUNIST, LLC 1905 West Ennis Avenue, Suite 204 Ennis, TX 75119

Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this Section.

6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.

- 6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.
- 6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to, or arising out of, this Agreement shall lie in Navarro County, Texas.
- 6.8 In this Agreement, time is of the essence.
- 6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 6.10 This Agreement was authorized by resolution of the Commissioners Court at its regularly scheduled meeting on the 9th day of February, 2015, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.
- 6-11 This AGREEMENT shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

Witness our hands this 9th day of February, 2015.

ATTEST: Sherry Dowl
Sherry Dowd, County Clerk

APPROVED:

COUNTY OF NAVARRO

H.M. Davenport, Jr., County Judge

SLAMN JMMBN OPPORTUNISTS, LLC

Ву:			
Michael	French.	Principal/Owner	

EXHIBITS ATTACHED:

- A. Diagram Map of CDRD Showing Property Location
- B. 2014 Year Tax Receipt for the property (from Navarro County Tax Assessor/Collector)
- C. Application for Tax Abatement dated January 9, 2015
- D. Approval by Corsicana Landmark Commission (Dec. 2, 2014 meeting minutes)

Exhibit A

Downtown Revitalization District / Historic Main Street District

Tax Abatement Applicant



EXHIBIT B

TAX RECEIPT



RUSSELL P HUDSON, PCC NAVARRO COUNTY TAX ASSESSOR/ COLLECTOR PO BOX 1070 CORSICANA, TX 75151-1070

Certified Owner:

JO01132015

TOTUDA:

900000034760154 40087

SLAMN JMMBN OPPORTUNISTS LLC 1905 W ENNIS AVE **STE 204** ENNIS, TX 75119

Legal Description:

C0000 CORSICANA BLK 251 LOT 9.08 ACRES

(25 X 140)

Parcel Address: 222 N BEATON ST

Legal Acres: 0.0800

Remit Seq No: 27867939 Receipt Date: 12/31/2014 Deposit Data: 01/13/2015 Print Date: 01/13/2015 09:31 AM Printed By: JOWEN

Operator Code: JOHM							
Year Tax Unit Name	Tax Value	Tax Rate	Levy Pald	Discount	P&I	Coll Fee Paid	Total
2014 Navarro Co Revolving&Clearing	31,340	0.510900	160.12	0.00	0.00	0.00	160.12
2014 Navarro College	31,340	0.120200	37.67	0.00	0.00	0.00	37.67
2014 Road And Bridge	31,340	0,107100	33.57	0.00	0.00	0.00	33.57
2014 Nav Flood Control	31,340	0.009000	2.82	0.00	0,00	0.00	2.52
2014 City Of Consissas	31,340	0.627200	196.56	0.00	0.00	0.00	196.56
2014 Corsicena Isd	31,340	1.280300	401.25	0.00	0.00	0.00	401.25
			SB31.99	\$0.00	\$9.00	50.00	\$831,99

Check Number(s): 100122238963

Deposit No:

Validation No:

Account No:

PAYMENT TYPE:

Exemptions on this property:

eChecks:

\$831.99

Total Applied: Total Tendered: (for accounts paid on 12/31/2014) Change Paid: \$831.99

\$831.99 \$0.00

PAYER: SLAMN JMMBN OPPORTUNISTS LLC 1905 W ENNIS AVE **STE 204** ENNIS, TX UNITED STATE 75119

(903) 654-3080

EXHIBIT C

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10. Estill 11. / cer that all h of Appro Landma I declar Phone Submitia	Creating an office space building which will become building which will become building that this property is local axes due on this property is local axes due on this property in populationess (COA) will be stirk Commission and that wo re that the information in this document that the information in this document that the information in this document. Owner Owner Owner White French Owner Owner White French Owner Owner Owner All Sirvet Manager Plenning & Zoring	e in front portion of the residential rental and the residential rental rental and the residential rental	Dute: Racelvad b. Name:	o single unit lovill have direct Jowntown Main or modification on Officer for real to the best of the City of Community o	a Street Comme is to the propert eview by the Control of my knowledge items and in Equal Opportunity the Marshall ity Manager	on north side of sector District; by, a Certificate priscana a and bellar.

306

EXHIBIT D

1 CORSICANA, TEXAS COUNTY OF NAVARRO CITY OF CORSICANA

On this, the 2nd day of December, 2014, at 5:00pm, the Corsicana Landmark Commission of the City of Corsicana met in a Regular Meeting at the Corsicana Visitor Center with the following members present:

FRAN TOWNES, RICK GUEST, JERRY STEELY, LORAN SEELY, AUDREY SLOAN, HUGH STROUBE, SARA BETH WILSON, AND JOHN YATES WERE PRESENT

LINDSAY KING, MALINDA VELDMAN, JIMMY HALE WERE ABSENT.

1. CALL TO ORDER.

Townes called the meeting to order at 5:02pm. Steely moved to approve the minutes of the November 3, 2014 minutes as presented. Guest seconded the motion, and the measure passed without objection.

2. REVIEW SUBMITTED HISTORIC RESOURCE DESIGNATION APPLICATIONS: There were no requests.

1. REVIEW SUBMITTED LANDMARK PROPERTY ALTERATION REQUESTS AND CERTIFICATES OF APPROPRIATENESS APPLICATIONS:

- a. 100 N Main / 209 N. 12th Street
 - i. Citizen National Bank proposed to change all the Bank of America signs to Citizen National Bank. Matt Leon presented all of the sign changes for the building, ATM, roadway, and directional. All signs and changes were approved and a motion was given by Guest, followed by a second from Seely.
- b. 114 S. Beaton
 - i. A representative of Chickadees was not available last minute; therefor Sara Beth Wilson presented the Certificate of Appropriateness as written on the form. Chickadees proposed a new awning for the building, along with black paint for the window and door trim. The paint color fell within the historic color palette; therefore it is approved without question. The black bubble awning was not approved by the Landmark Commission. The awning does not fall within the historic guidelines. The Landmark Commission all agreed the awning cannot cover the transom windows, and should by symmetrical to the awnings surrounding the building. A motion to deny the awning was given by Stroube, followed by a second by Guest.

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i. Sloane McCain's wife presented the changes they would like to do for 116 N. Beaton. First, the new owners would like to extend the window glass on the left façade of the building, and remove the door. This change would make the building front symmetrical and balanced on each side. The second change is to add cedar to the base of the building façade. The third change is to paint the window and door trim black. The cedar was not approved because the Commission does not feel it provides a historic look. A motion to approve the paint color and window glass extension was motioned by Steely, and Guest second the motion to approve. The cedar addition to the base of the façade was not approved.

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- i. FBM Properties proposed 5 changes to the façade of the building. First, to approve paint colors Manchester tan, Revere pewter, Kendall charcoal, and Brewster gray, all within the historic colors. Second, replace the side windows with new windows. Third, remove the current awning. Fourth, repair metal work to the building if possible, if it cannot be repaired they will remove it. And fifth, replace the current doors on the side of the building and add an additional door. The door proposed did not fall into the historic guidelines, however they agreed to purchase wooden, divided light doors with a transom area at the top of the door. A motion was given by Steely to approve the paint colors, new windows in thick vinyl or wood, removal of the awning, repair of the metal, and approval to divided light doors with a transom area. A second was given by Seely.
- 2. HDD DESIGN REVIEW:
- 3. CHAIRMAN'S REPORT
- 4. PRESERVATION OFFICER'S REPORT Sara Beth Wilson ATTESTED THIS, THE 3RD DAY OF DECEMBER, 2014

RESOLUTION NO. 20/5-5

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND SLOANE L. MCCAIN FOR A PROPERTY TAX ABATEMENT IN THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT, AND AUTHORIZING ITS EXECUTION BY THE COUNTY JUDGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court has been presented a proposed tax abatement agreement between the County of Navarro, Texas and Sloane L. McCain providing for a property tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

WHEREAS, upon full review and consideration of the AGREEMENT, and all matters attendant and related thereto, the Commissioners Court is of the opinion that the terms and conditions thereof should be approved, and that the County Judge shall be authorized to execute it on behalf of the County of Navarro;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF NAVARRO, TEXAS:

Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioners Court of the County of Navarro and found to be acceptable and in the best interests of the County of Navarro and its citizens, are hereby in all things approved.

Section 2. The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the County of Navarro, substantially according to the terms and conditions set forth in the AGREEMENT.

Section 3. That this approval and execution of the AGREEMENT on behalf of the County is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 4. This Resolution shall become effective from and after its passage.

shall become effective from and after shall become effective from and after NAVARO RASSED and APPROVED on this the 9th day of February, 2015.

Doub

STATE OF TEXAS

§

COUNTY OF NAVARRO

§

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between THE COUNTY OF NAVARRO, TEXAS, acting herein by and through its County Judge and hereinafter referred to as COUNTY, and Sloane L. McCain, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 24th day of February, 2014, City Council of the City of Corsicana, Texas, passed an Ordinance creating and designating the Corsicana Downtown Revitalization District (the "Reinvestment Zone") for commercial tax abatement, as authorized by Chapter 312, Texas Tax Code; and

WHEREAS, the COUNTY has previously adopted a Tax Abatement Policy (the "Tax Abatement Policy") and a Historic Downtown Tax Abatement Program; and

WHEREAS, the Historic Downtown Tax Abatement Program constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by COUNTY as required by Chapter 312, Texas Tax Code; and

WHEREAS, COUNTY has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, COUNTY has sent written notice that COUNTY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment base of the Corsicana area to the long term interest and benefit of the COUNTY, the COUNTY has determined that the contemplated use of the PROPERTY, as hereinafter defined, the contemplated improvements to the PROPERTY in the amount as set forth in this AGREEMENT, and the other terms hereof are consistent with encouraging development of said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with COUNTY'S Historic Downtown Tax Abatement Program;

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

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I. DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings ascribed to them:

- 1.1 "Estimated Tax Value" means the estimated depreciated Tax Net Book Values applicable to the real property improvements and the Tangible Personal Property improvements comprising the Investment described in Paragraph 2.2 below. For reference purposes, the Estimated Tax Values scheduled on are determined using the Navarro Central Appraisal District's appraisal guidelines in effect as of the date of this Agreement.
- 1.2 "Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.
- 1.3 "Force Majeure" means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot; civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires; explosions or floods, and strikes.
- 1.4 "In Service Project Cost" means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER
- 1.5 "<u>Tangible Personal Property</u>" means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.
- 1.6 "<u>Taxable Value</u>" means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

Other terms defined elsewhere in this Agreement shall have the meanings therein ascribed to those terms.

II. OWNER'S OBLIGATIONS

2.1 The specific property to be the subject of this Agreement shall be the Real Property, including land and improvements, located at 116 North Beaton Street in Corsicana, described by legal description including block and lot and map attached hereto as EXHIBIT A and made a part hereof, and shall be herein referred to as the PROPERTY.

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- 2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the real property as described in Exhibit "C" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a total In Service Project Cost of at least \$23,964.00. On or before December 31, 2015, OWNER shall substantially complete all Improvements. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2 as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation. The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the CITY.
- 2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof).
- OWNER further agrees that the COUNTY, its agents and employees shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the COUNTY shall have the continuing right to inspect the Property, upon not less than ten (10) days prior written notice, to ensure that it is thereafter maintained in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, for the purpose of ad valorem property tax appraisal for all real property and improvements to real property.

III. ABATEMENT OF TAXES

- 3.1 Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of ad valorem real property taxes from the Property that are otherwise owed to the COUNTY, shall be frozen at the appraised value of the Property on December 31, 2014. Said ad valorem real property tax abatement/freeze shall be for a five (5) year term, beginning in tax year 2015, and shall apply to the taxes assessed upon the increased value of the eligible Property, after installation of the real property improvements contemplated by Paragraph 2.2, over the value of the Property in the year in which this Agreement is executed; all subject to and in accordance with the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereat).
- 3.2 It is understood and agreed among the parties that the Property shall be appraised at market value for the purposes of the applicable real property tax assessments effective as of January 1, 2014, and continued at market value until the expiration of the Term of this Agreement.
- 3.3 It is understood and agreed among the parties that, at the end of the Abatement term, the real property must remain on the tax rolls at the full appraised value for a minimum of ten (10) years before the property is eligible for tax abatement again.

IV. TERM OF THE AGREEMENT

- 4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.
- 4.2 Prior to December 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the COUNTY and each taxing unit that OWNER is in compliance with all of the terms and conditions of this Agreement.

V. DEFAULT AND RECAPTURE OF ABATED TAX

- In the event that (a) OWNER fails to incur the minimum In Service Project Cost of an amount that, at a minimum, is equal to 20 percent of the most recent valuation of the property, or \$20,000, whichever is less; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property of at least One Hundred Thirty Nine Thousand Eight Hundred Twenty dollars (\$139,820.00), which includes the 2014 real property appraised value of \$119,820 plus a minimum of \$20,000 in real property improvements; (c) OWNER allows its ad valorem taxes owed the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (d) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (e) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, then this Agreement shall be in default.
- In the event of default, COUNTY shall give the OWNER written notice of such default and, if the OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the COUNTY. If the COUNTY terminates this Agreement in the event of default, OWNER shall repay to the COUNTY all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty), reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the COUNTY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that COUNTY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.
- 5.3 It is expressly acknowledged and agreed between the parties that the COUNTY shall have the right to place a tax lien against the Property pursuant to Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes abated and subject to recapture under this Agreement, together with all other amounts payable hereunder. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code. Also, to collect any amounts payable hereunder, the COUNTY shall have all other remedies provided generally in the Tax Code for the collection of delinquent property tax.

VI. GENERAL PROVISIONS

- 6.1 The COUNTY represents and warrants that the Property does not include any property that is owned by a member of the Commissioners Court approving, or having responsibility for the approval of this Agreement.
- 6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the COUNTY, such consent to be at the sole discretion of the COUNTY; provided, however, that upon written notice to the COUNTY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.
- 6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY therefrom. It is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY agrees to indemnify and hold harmless the OWNER therefrom.
- Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in the United States mail:

For COUNTY by notice to:

County of Navarro, Texas Attention: County Judge Navarro County Courthouse 300 West Third Avenue, Suite 102 Corsicana, Texas 75110

For OWNER by notice to:

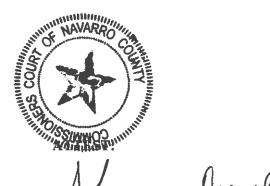
Sloane L. McCain 3965 NW County Road 0010 Corsicana, TX 75110

Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this Section.

6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.

- 6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.
- 6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to, or arising out of, this Agreement shall lie in Navarro County, Texas.
- 6.8 In this Agreement, time is of the essence.
- 6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 6.10 This Agreement was authorized by resolution of the Commissioners Court at its regularly scheduled meeting on the 9th day of February, 2015, authorizing the County Judge to execute the Agreement on behalf of the CITY.
- 6-11 This AGREEMENT shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

Witness our hands this 9th day of February, 2015.



Sherry Dowd, County Clerk

APPROVED:

COUNTY OF NAVARRO

H.M. Davenport, Jr. County Judg

SLOANE L. McCAIN

By: _____

Sloan L. McCain, Owner

EXHIBITS ATTACHED:

- A. Diagram Map of CDRD Showing Property Location
- B. 2014 Year Tax Receipt for the property (from Navarro County Tax Assessor/Collector)
- C. Application for Tax Abatement dated December 23, 2014
- D. Approval by Corsicana Landmark Commission (December 2, 2014 meeting minutes)

Exhibit A Downtown Revitalization District / Historic Main Street District Tax Abatement Applicant



EXHIBIT B TAX RECEIPT



RUSSELL P HUDSON, PCC NAVARRO COUNTY TAX ASSESSOR/ COLLECTOR P O BOX 1070 CORSICANA, TX 75151-1070

Certified Owner:

MCCAIN SLOANE L 3965 NW CR 0010 CORSICANA, TX 75110 Legal Description:

C0000 CORSICANA BLK 250 LOT 24 .079

ACRES (25 X 137)

Parcel Address: 116 N BEATON ST 0.0790

Legal Acres:

Remit Seq No: 27543281 Receipt Date: 12/30/2014 Deposit Date: 12/30/2014

Print Date: 12/30/2014 03:47 I'M Printed By: BPRITCHETT 12302014BP 900000034620732

40160 Account No: **BPRITCHETT** Operator Code:

Deposit No:

Validation No:

		Tax Value	Tax Rate	Levy Paid	Discount	P&1	Coll Fee Paid	Total
	Tax Unit Name		0.518000	612.16	0.00	0.00	0.00	612.16
2014	Navarro Co Revolving&Clearing	119,820	0.510900 0.120200	144.02	0.00	0.00	0.00	144,02
	Navarro College	119,820 119,820	0.120200	128.33	0.00	0 00	0.00	128.33
100	Road And Bridge	119,820	0.107100	10.78	0.00	0.00	0.00	10,78
	Nav Flood Control	119,820	0.627200	751.51	0.00	0.00	0.00	751.51
	City Of Corsicana	119,820	1.280300	1,534.06	0.00	0.00	0.00	1,534,06
2014	Corsicana Isd	117,820	1	\$3,180.86	\$8.00	\$0.00	\$0.00	\$3,180.86

Check Number(s):

PAYMENT TYPE: Checks:

--< \$3,180.86

Exemptions on this property:

Total Applied: Total Tendered: (for accounts paid on 12/30/2014) Change Paid: \$3,180.86 \$3,180.86 \$0.00

PAYER: MCCAIN SLOANE L 3965 NW CR 0010 CORSICANA, TX UNITED STATE 75110

(903) 654-3080

EXHIBIT C

2014 APPLICATION FOR TAY DOWNTOWN REVITA			
			Mile attachments for The
Instructions: Please print or type. Submit the completed and signed origin: City of Corsicana Economic Development Departm	n copy of the 2014 Appid Int, 203 North 12th Siree	t, Corsicana, Texas 75110.	ini aitacnitents, io: The
1. Date of Application: 12/23/2014			
2. Name of Individual, Firm, Partnership or Corporation and	mailing address	Za. Have you received a pre-	vious tax abalement
		for this property from that	
Sloane L. McCain 3965 NVV CR 0010			O (YES/HG)
Corsicena, TX 75110		25. Tyes, When?	1
3. Property Address: 116 North Beaton Street, Corsicana.	TX 75110		
4. Navarro Central Appraisal District Property Tax ID		40	160
Preferred Telephone Number: 903-879-5698	5a Email:	lonestarcolasa)yah	00 CCM
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Tax Value Before Ren	evation of from County Tex Assessor)	\$119 320
	(Listage direction of the present	A HORECOMY FEE PERCESSELY	
7. Will work be done to exterior façade or windows that wor of Appropriateness (COA) approved by Landmark Comn (ii yes please eliach approved COA)	No. of the contract of the con	Y	F.S (YFSC(0)
8. Estimated value of real property improvements			\$23,954
Description of real property improvements to be made (at	lach additional sheet if	necessary):	
C. Door, July 1971 J.		77	···
Full rerenovation of 1st floor for large retail space. New flooring, New paint, Repair walls and Wind		AC system. Upgrade to p	lumbing.
10. Estimated Construction Start Date: Nov	-14		
11. I certify that this property is located within the boundarie that all taxes due on this property have been paid; and that of Appropriateness (COA) will be submitted to the Historic i Landmark Commission and that work will not commence un	for exterior modification Preservation Officer for	ons to the property, a Cer r review by the Corsicana	Eficale
I declare that the information in this doougrant and any attachments	is true and conect to the	bast of my knowledge and beli-	e ^e .
sign /			
here > ,) / (, () ,		·	
Phone: 903-879-5696	Date: 12-23-14		
Change China	Received by the City of I	Cereleana	
Submitted By (Fleese Frint) Name: Stoane I, McCein	Name: Bill King	Ct, On alla	
Title: Owner		Development Exico	
Date: 12/23/2914	Date:		
For assistance in completing this form, call the City of Corp.	mna, Texas 953 554 480	 An Equal Oppodunity Emp 	Hover,
FOR INTERNAL USE ONLY:		40 D 4444 444 4	
DATE ENTITY Initials	DATE	ENTITY Fire Househall	Initials
Main Street Manager Planning & Zoning		Fire Maishell City Manager	
Landmark Commission		Co) Council	
Focusion Centrality		Commissioner's Court	
The City of Corsicana Economic Development Department			
200 North (2th Street, Corsicana, Texas 75110			

FXHIBIT D

1 CORSICANA, TEXAS COUNTY OF NAVARRO CITY OF CORSICANA

On this, the 2nd day of December, 2014, at 5:00pm, the Corsicana Landmark Commission of the City of Corsicana met in a Regular Meeting at the Corsicana Visitor Center with the following members present:

FRAN TOWNES, RICK GUEST, JERRY STEELY, LORAN SEELY, AUDREY SLOAN, HUGH STROUBE, SARA BETH WILSON, AND JOHN YATES WERE PRESENT

LINDSAY KING, MALINDA VELDMAN, JIMMY HALE WERE ABSENT.

1. CALL TO ORDER.

Townes called the meeting to order at 5:02pm. Steely moved to approve the minutes of the November 3, 2014 minutes as presented. Guest seconded the motion, and the measure passed without objection.

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- 2. HDD DESIGN REVIEW:
- 3. CHAIRMAN'S REPORT
- 4. PRESERVATION OFFICER'S REPORT Sara Beth Wilson ATTESTED THIS, THE 3RD DAY OF DECEMBER, 2014



ELMER TANNER
SHERIFF

NAVARRO COUNTY



MORRIS STEWARD
CHIEF DEPUTY

CRIMINAL JUSTICE CENTER
312 WEST 2ND AVE
CORSICANA, TX 75110
(903) 654-3001 Office (903) 654-3044 Fax

To:

Navarro County Commissioner's Court

From:

Sheriff Elmer Tanner

Re:

Racial Profiling Data for 2014

In order to comply with article 2.134 Texas Criminal law, each law enforcement agency must report to its respective governing body (Navarro County Commissioner's Court) as stated "a law enforcement agency shall compile and analyze the information contained in each report received by an agency under Article 2.133, no later than March 1 of each year, each law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

The Navarro County Sheriff's Dept. received no complaints of racial discrimination for the calendar year 2014.

We respectfully submit our report for calendar year 2014

Elmer Tanner

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name:

NAVARRO CO. SHERIFF'S OFFICE

Reporting Date:

02/06/2015

TCOLE Agency Number:

349100

Chief Administrator:

ELMER TANNER

Agency Contact Information: Phone: 903 654 3002

Mailing Address:

NAVARRO CO. SHERIFF'S OFFICE

312 W. 2nd. AVE. Corsicana, TX 75110

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

NAVARRO CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the NAVARRO CO. SHERIFF'S OFFICE from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the NAVARRO CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the NAVARRO CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual:
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the NAVARRO CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the NAVARRO CO. SHERIFF'S OFFICE's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained:
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

Page 1 of 3 pages submitted electronically to the

The Texas Commission on Law Enforcement

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- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) The Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **ELMER TANNER**

Chief Administrator

NAVARRO CO. SHERIFF'S OFFICE

Date: 02/06/2015

NAVARRO CO. SHERIFF'S OFFICE Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

- 1. 2536 citation only
- 2. **0** arrest only
- 3. **8** both
- 4. **2544 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

- 5 342 African
- 6. 3 Asian
- 7. **2050** Caucasian
- 8. 148 Hispanic
- 9. 1 Middle Eastern
- 10. **0** Native American
- 11. **2544 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

- 12. **0** Yes
- 13. **2544** No
- 14. **2544 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

- 15. 246 Yes
- 16. 2298 No
- 17. **2544 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

- 18. 186 Yes
- 19. **60** No
- 20. **246 Total** (must equal line 15)

Page 3 of 3 pages submitted electronically to the
The Texas Commission on Law Enforcement

FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name: NAVARRO CO. CONST. PCT. 1

Reporting Date: 02/04/2015

TCOLE Agency Number: 349101

Chief Administrator: MICHAEL K. DAVIS
Agency Contact Information: Phone: 9036542580

Email: mdavis@navarrocounty.org

Mailing Address:

NAVARRO CO. CONST. PCT. 1

5411 FM 1603 Chatfield, TX 75105

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

- (a) In this article:
- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: MICHAEL K. DAVIS

Chief Administrator

NAVARRO CO. CONST. PCT. 1

Date: 02/04/2015

Submitted electronically to the



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FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name: NAVARRO CO. CONST. PCT. 2

Reporting Date: 01/19/2015
TCOLE Agency Number: 349102

Chief Administrator: DAVID L. FOREMAN
Agency Contact Information: Email: idsf@airmail.net

Mailing Address:

NAVARRO CO. CONST. PCT. 2

P.O. Box 249 Kerens, TX 75144

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: **DAVID L. FOREMAN**

Chief Administrator

NAVARRO CO. CONST. PCT. 2

Date: 01/19/2015

Submitted electronically to the



FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name:

NAVARRO CO. CONST. PCT. 3

Reporting Date:

02/04/2015

TCOLE Agency Number:

349103

Chief Administrator:

Nicole McMahan

Agency Contact Information:

Phone: 9038791497 Email: navarroconstable3@gmail.com

Mailing Address:

NAVARRO CO. CONST. PCT. 3

200 N. Waco Avenue Dawson, TX 76639

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

- (a) In this article:
- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: Nicole McMahan

Chief Administrator

NAVARRO CO. CONST. PCT. 3

Date: 02/04/2015

Submitted electronically to the



The Texas Commission on Law Enforcement



FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name: NAVARRO CO. CONST. PCT. 4

Reporting Date: 02/04/2015 **TCOLE Agency Number:** 349104

Chief Administrator: TOMMY L. GRANT
Agency Contact Information: Phone: 9033570158

Email: tgrant9971@yahoo.com

Mailing Address:

NAVARRO CO. CONST. PCT. 4

300 W 3RD AVE

CORSICANA, TX 75110

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

- (a) In this article:
- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: TOMMY L. GRANT

Chief Administrator

NAVARRO CO. CONST. PCT. 4

Date: 02/04/2015

Submitted electronically to the





TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.6896 (hereafter referred to as "Agreement") dated as of February 9, 2015, by and between Prosperity Bank, a Texas corporation (herein referred to as "Lessor"), and Navarro County, a political subdivision or agency of the State of Texas (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein. The interest rate of 2.75% is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B. The total principal amount of \$131,806.86 has been set forth in Exhibit B hereto.

2. Non-Appropriation and Right of Termination. The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee for the Lease Payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. The Lessee shall deliver notice to Lessor of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement. Upon any such termination of this Agreement, all of Lessee's right, title and interest in and its obligations under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made.

3. Taxes. In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or State income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) Lessee has budgeted and appropriated for the current fiscal period sufficient funds to make the Lease Payments scheduled to come due in the current fiscal period and all other Payments expected to come due in the current fiscal period; Lessee currently expects to budget and appropriate sufficient funds to pay the Lease Payments coming due hereunder in each future fiscal period, but the decision whether to budget and appropriate funds for any future fiscal period is solely within the discretion of the then-current governing body of Lessee;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of, performance of, or expenditure of funds pursuant to this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future.

(f) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(g) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

- 6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.
 - 7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except

the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lesse Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on

such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insured as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverage together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. Indemnification. Lessee shall indemnify, to the extent permitted by law, and save harmless, Lessor and its agents, employees, officers and directors from and, at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out of this Agreement or the ownership, rental, possession, operation, condition, sale or return of the Property. All amounts which become due from Lessee under this Section 11 shall be credited with any amounts received by the Lessor from insurance provided by the Lessee and shall be payable by Lessee within thirty (30) days following demand therefor by Lessor and shall survive the termination or expiration of this Agreement.

12. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, ALL OF WHICH ARE HEREBY ASSIGNED TO LESSEE, LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase

Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing

hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as

of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise

any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection

therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 20 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code.

Lessee waives all rights under all exemption laws.

(6) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and

paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property.

- 16. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or (ii) subject or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disciosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.
 - 17. Personal Property. The Property is and shall at all times be and remain personal property.
- 18. Title. Upon acceptance of the Property by Lessee hereunder, Lessee shall have title to the Property during the term of this Agreement; however, in the event of (i) an Event of Default hereunder and for so long as such Event of Default is continuing, or (ii) termination of this Agreement pursuant to the provisions of Section 2 hereof, title shall be reverted immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise.
- 19. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.
- 20. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.
- 21. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.
- 22. Security Interest. As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent or assigns to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the Purchase Money Security interests herein above granted to Lessor.
- 23. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2015. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.
- 24. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.
 - 25. Miscellaneous.
- (a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.
- (b) Lessee will take no action that would cause the interest portion of the Lease Payments to become coverage in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease Payments does not become coverage in gross income of the recipient for federal income tax purposes under the Code and Regulations.
- (c) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.
- (d) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

	ccordance with, and governed by, the laws of the State in which the
discharged, terminated, amended, altered or changed in any	agreement between the parties and shall not be modified, waived, respect except by a written document signed by both Lessor and
the extent of such prohibition or unenforceability without, to	found to be prohibited by law or unenforceable shall be ineffective to the extent reasonably possible, invalidating the remainder of this
Agreement. (h) The Lessor hereunder shall have the rig any person or entity to act as agent or trustee for Lessor for any	ht at any time or times, by notice to Lessee, to designate or appoint
(i) All transportation charges shall be born	ne by Lessee. Lessee will immediately notify Lessor of any change s, or in any fact or circumstance warranted or represented by Lessee
to Lessor, or if any Event of Default occurs. (i) Use of the neuter gender herein is for pu	rposes of convenience only and shall be deemed to mean and include
the masculine or feminine gender whenever and wherever approach (k) The captions set forth herein are for co	opriate. onvenience of reference only and shall not define or limit any of the
terms or provisions hereof. (1) Except as otherwise provided herein, the	is Agreement shall be binding upon and inure to the benefit of the
Parties hereto and their respective heirs, executors, administrative by this Agreement.	ators, legal representatives, successors and assigns, where permitted
IN WITNESS WHEREOF, the parties have executed this Agreeme	ent as of the day of in the year 2015.
Lessor: Prosperity Bank	
1200.00 10 10 10 10 10 10 10 10 10 10 10 10 1	Witness Signature:
Authorized Signature 100 S. Main Street	Print Name:
Corsicana, TX 75110	Print Title:
Lessee: Navarro County	
- JUKant T	Witness Signature:
H.M. Davenport, Jr., County Judge // 300 W. 3rd Avenue, Suite 102	Print Name:
Corsicana, TX 75151	Print Title:

٠.

EXHIBIT A **DESCRIPTION OF PROPERTY**

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.6896 (THE "AGREEMENT") BY AND BETWEEN Lessor, Prosperity Bank and Lessee, Navarro County Dated as of February 9, 2015

QTY

DESCRIPTION

John Deere 6105M Tractor with Mower as follows:

One(1) John Deere 6105M Tractor includes:

Serial # 1L06105MLEH801979 Cab unit with AM/FM radio & CD Player

John Deere Power Tech PVX Diesel Engine / 105 HP

4 Wheel Drive

16 x 16 Power Transmission

One (1) Equipped with Mower:

Mower Serial # TB-7200

Mid-Mount Boom mower w/ rear stow

Boom Arms Mounting System Wheel Weights Hydraulic Drive System Operator Safety Screen/Ply

3 Point Open Stow System & Travel Safety Lock

Joystick, Electro-Hydraulic and valve kit

Added Options:

50" rotary head with Blade bar & Hydraulic door Upcharge Wheel Weight - 1700 lbs of counter balance

Grill guard with pump guard

PROPERTY LOCATION: Precinct 1 601 N 14th Street, Suite 7 Corsicana, TX 75110

EXHIBIT B

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<

TEXAS MUNICIPAL LEASE PURCHASE AGREEMENT No. 6896 (THE "AGREEMENT") BY AND BETWEEN

Lessor: Government Capital Corporation and

Lessee: Navarro County

Schedule dated as of February 10, 2015

				•	
PMT	PMT DATE	TOTAL	INTEREST	PRINCIPAL	OPTION TO PURCHASE
NO.	MO DAY YR	PAYMENT	PAID	PAID	after pmt on this line
1	03/13/15	\$2,354.32	\$332.33	\$2,021.99	N/A
2	04/13/15	\$2,354.32	\$297.42	\$2,056.90	N/A
3	05/13/15	\$2,354.32	\$292.71	\$2,061.61	N/A
4	06/13/15	\$2,354.32	\$287.99	\$2,066.33	N/A
5	07/13/15	\$2,354.32	\$283.25	\$2,071.07	N/A
6	08/13/15	\$2,354.32	\$278.50	\$2,075.82	N/A
7	09/13/15	\$2,354.32	\$273.75	\$2,080.57	N/A
8	10/13/15	\$2,354.32	\$268.98	\$2,085.34	N/A
9	11/13/15	\$2,354.32	\$264.20	\$2,090.12	N/A
10	12/13/15	\$2,354.32	\$259.41	\$2,094.91	N/A
11	01/13/16	\$2,354.32	\$254.61	\$2,099.71	N/A
12	02/13/16	\$2,354.32	\$249.80	\$2,104.52	N/A
13	03/13/16	\$2,354.32	\$244.97	\$2,109.35	N/A
14	04/13/16	\$2,354.32	\$240.14	\$2,114.18	N/A
15	05/13/16	\$2,354.32	\$235.30	\$2,119.02	N/A
16	06/13/16	\$2,354.32	\$230.44	\$2,123.88	N/A
17	07/13/16	\$2,354.32	\$225.57	\$2,128.75	N/A
18	08/13/16	\$2,354.32	\$220.69	\$2,133.63	N/A
19	09/13/16	\$2,354.32	\$215.80	\$2,138.52	N/A
20	10/13/16	\$2,354.32	\$210.90	\$2,143.42	N/A
21	11/13/16	\$2,354.32	\$205.99	\$2,148.33	N/A
22	12/13/16	\$2,354.32	\$201.07	\$2,153.25	N/A
23	01/13/17	\$2,354.32	\$196.13	\$2,158.19	N/A
24	02/13/17	\$2,354.32	\$191.19	\$2,163.13	N/A
25	03/13/17	\$2,354.32	\$186.23	\$2,168.09	\$79,096.23
26	04/13/17	\$2,354.32	\$181.26	\$2,173.06	\$76,923.17
27	05/13/17	\$2,354.32	\$176.28	\$2,178.04	\$74,745.13
28	06/13/17	\$2,354.32	\$171.29	\$2,183.03	\$72,562.10
29	07/13/17	\$2,354.32	\$166.29	\$2,188.03	\$70,374.07
30	08/13/17	\$2,354.32	\$161.27	\$2,193.05	\$68,181.02
31	09/13/17	\$2,354.32	\$156.25	\$2,198.07	\$65,982.95
32	10/13/17	\$2,354.32	\$151.21	\$2,203.11	\$63,779.84
33	11/13/17	\$2,354.32	\$146.16	\$2,208.16	\$61,571.68
34	12/13/17	\$2,354.32	\$141.10	\$2,213.22	\$59,358.46
35	01/13/18	\$2,354.32	\$136.03	\$2,218.29	\$57,140.17
36	02/13/18	\$2,354.32	\$130.95	\$2,223.37	\$54,916.80
37	03/13/18	\$2,354.32	\$125.85	\$2,228.47	\$52,688.33
38	04/13/18	\$2,354.32	\$120.74	\$2,233.58	\$50,454.75
		•			

EXHIBIT B (Continued)

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<

TEXAS MUNICIPAL LEASE PURCHASE AGREEMENT No. 6896 (THE "AGREEMENT") BY AND BETWEEN

Lessor: Government Capital Corporation and

Lessee: Navarro County

Schedule dated as of February 10, 2015

PMT	PMT DATE	TOTAL	INTEREST	PRINCIPAL	OPTION TO PURCHASE
NO.	MO DAY YR	PAYMENT	PAID	PAID	after pmt on this line
39	05/13/18	\$2,354.32	\$115,63	\$2,238.69	\$48,216.06
40	06/13/18	\$2,354.32	\$110.50	\$2,243.82	\$45,972.24
41	07/13/18	\$2,354.32	\$105.35	\$2,248.97	\$43,723.27
42	08/13/18	\$2,354.32	\$100 20	\$2,254.12	\$41,469.15
43	09/13/18	\$2,354.32	\$95.03	\$2,259.29	\$39,209.86
44	10/13/18	\$2,354.32	\$89.86	\$2,264.46	\$36,945.40
45	11/13/18	\$2,354.32	\$84.67	\$2,269.65	\$34,675.75
46	12/13/18	\$2,354.32	\$79.47	\$2,274.85	\$32,400.90
47	01/13/19	\$2,354.32	\$74.25	\$2,280.07	\$30,120.83
48	02/13/19	\$2,354.32	\$69.03	\$2,285.29	\$27,835.54
49	03/13/19	\$2,354.32	\$63.79	\$2,290.53	\$25,545.01
50	04/13/19	\$2,354.32	\$58.54	\$2,295.78	\$23,249.23
51	05/13/19	\$2,354.32	\$53.28	\$2,301,04	\$20,948.19
52	06/13/19	\$2,354.32	\$48.01	\$2,306.31	\$18,641.88
53	07/13/19	\$2,354.32	\$42.72	\$2,311.60	\$16,330.28
54	08/13/19	\$2,354.32	\$37.42	\$2,316.90	\$14,013.38
55	09/13/19	\$2,354 32	\$32.11	\$2,322.21	\$11,691 <u>.</u> 17
56	10/13/19	\$2,354.32	\$26.79	\$2,327.53	\$9,363.64
57	11/13/19	\$2,354.32	\$21.46	\$2,332.86	\$7,030.78
58	12/13/19	\$2,354.32	\$16.11	\$2,338.21	\$4,692.57
59	01/13/20	\$2,354.32	\$10.75	\$2,343.57	\$2,349.00
60	02/13/20	\$2,354.32	\$5.32	\$2,349.00	\$1.00
	Grand Totals	\$141,259.20	\$9,452.34	\$131,806.86	

Interest Rate: 2.75%

Accepted By Lessee: _

H.M. pavenport, Jr., County Judge

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.6896 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Prosperity Bank and Lessee, Navarro County Dated as of February 9, 2015

I, Sherry Dowd, do hereby certify that I am the duly elected or appointed and acting County Clerk (Keeper of the Records), of Navarro County, a political subdivision or agency duly organized and existing under the laws of the State of Texas, that I or my

designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Texas Municipal Lease-Purchase Agreement dated as of February 9, 2015, between such entity and Prosperity Bank. Signature Title Name County Judge H.M. Davenport, Jr. Sherry Dowd County Clerk Lessee certifies that property and liability insurance if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the takin of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. The following information is provided about insurance— (PLEASE FILL IN THE INFORMATION BELOW) INSURANCE COMPANY/AGENT'S NAME: INSURANCE COMPANY ADDRESS: PHONE NUMBER: POLICY NUMBER: _____ I, H.M. Davenport, Jr., County Judge, of Navarro County ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of February 9, 2015, between such entity and Prosperity Bank ("Lessor"), will be used by the undersigned Lessee for the following purpose: (PLEASE FILL OUT PRIMARY USE BELOW) PRIMARY USE--The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation. , 2015. IN WITNESS WHEREOF, I have set my hand this _____ day of By Lessee: H.M. Davenport, Jr., County Judge

For Lessee: Navarro County

CERTIFICATE OF ACCEPTANCE

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.6896 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Prosperity Bank and Lessee, Navarro County Dated as of February 9, 2015

1. ACCEPTANCE: In accordance with the Agreement, Lessee hereby certifies that all of the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) had been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of this Agreement.
H.M. Davenport, Jr., County Judge
For Lessee: Navarro County
ACCEPTED on this the day of, 2015.
(*) ACCEPTANCE MUST BE SIGNED $\underline{\mathit{ONLY}}$ IF $\underline{\mathit{NO}}$ ESCROW AGREEMENT IS INCLUDED
2. PROPERTY:
JOHN DEERE 6105M TRACTOR WITH MOWER, SEE ATTACHED EXHIBIT A.
3. USE: The primary use of the Property is as follows (PLEASE FILL OUT PRIMARY USE BELOW)
PRIMARY USE
4. PROPERTY LOCATION:
Precinct 1 601 N 14th Street, Suite 7 Corsicana, TX 75110
5. INVOICING: Invoices shall be sent to the following address, including to whose attention invoices should be directed:
Navarro County Attn: Jason Grant, Commissioner 300 W. 3rd Avenue, Suite 102 Corsicana, TX 75151
 INSURANCE: Lessee certifies that property and liability insurance have been secured in accordance with the Agreement and such coverage will be maintained in force for the term of the Agreement. Lessor will be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. (PLEASE CONFIRM INSURANCE TYPE BELOW)
Company Insured Election to self-insure in accordance with Section 10 of the Agreement.
7. MAINTENANCE: In accordance with Section 6 of the Agreement, Lessee agrees to, at its own expense, service, repair and maintain the Property for the term of the Agreement as follows: (PLEASE CONFIRM MAINTENANCE TYPE BELOW)
Maintenance Contract Election to self-maintain

[to be retyped on letterhead of lessee's counsel]

Prosperity Bank 100 South Main St. Corsicana, TX 75110

RE: Texas Municipal Lease-Purchase Agreement No.6896 (the "Agreement")

Dear Lessor,

I have acted as Counsel to Navarro County with respect to that certain Texas Municipal Lease-Purchase Agreement No.6896, by and between Prosperity Bank as Lessor and Navarro County as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

- 1. The Lessee is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
- 2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and
- 3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
- 4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

Attorney at Law

of

MENT FOR THE PURPOSE OF FINANCING A VITH MOWER".
n Lease-Purchase Agreement No. 6896, by and lose of financing a "John Deere Tractor with it as a "qualified tax exempt obligation" of the rnal Revenue Code of 1986, as amended. The dge, as an authorized signer of the Agreement.
NAVARRO COUNTY:
Purchase Agreement with Prosperity Bank for ver".
dated as of February 9, 2015, by and between Navarro County as a "qualified tax exempt ternal Revenue Code of 1986, as amended.
s H.M. Davenport, Jr., County Judge, as an 1896 by and between the Navarro County and
unty in a meeting held on theday of
Dowd, County Clerk The County Clerk The County Clerk

Form **8038-G** (Ficir. September 2011)

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

➤ See separate instructions.

Department of the Treasury Internal Revenue Service Cauti

Caution: If the issue price is under \$150,000, use Form 8038-GC.

OMB No. 1545-9720

IN PACES A LETT	UEAGUID OCIAICO								
Part	Reporting Auth	iority			If Amended	Retu	rn, check h	ere 🟲	
1 Issuer's name					2 Issuer's	2 Issuer's employer identification number (CIN)			
Mavarro County						75-€	6001092		
		er) with whom the IRS may communic	ate about this return (see it	nstructions)	3b Telephor	а питье	r of other perso	on shewn	on 3a
Jasor	Grant, Commissioner				1	903-6	654-3035		
4 1	Number and street (or P.O. box	if mail is not delivered to street addres	is)	Room/suite	5 Report n	umber (F	or IRS Use O	nly)	
300 W	/, 3rd Avenue			Suite 102				3	150
	City, town, or post office, state,	and ZIP code		1000 100 1000	7 Date of i	ssue		1000	100000
	cana, TX 75151								
8 (Name of issue				9 CUSIP n	umber			
	ement #6896					1	Vone		
	Name and title of officer or othe instructions)	r employee of the issuer whom the IRS	may call tor more informa	ition (see	10b Telephor employe		er of officer or on 10a	other	
H.M. 8	Davenport, Jr., County Jud	ige				903-	654-3035		
Parl	II Type of Issue (e	enter the issue price). See	the instructions and	attach sch	redule.	Q Legisla			
11	Education					1	1		
12	Health and hospital .					_ 1	2		555752
13	Transportation					1	3		
14	•					1	4		
15	*	sewage bonds)				. 1	5		
16						1	6		
17						. 1	7		-
18		hn Deere Tractor with Mower	. , , , , , ,			1	8 \$1	31,806	86
19		or RANs, check only box 19a			>		NAME OF TAXABLE PARTY.	AND THE P	PART.
	•	check only box 19b				市場			
20	-	form of a lease or installment							
2.0	n oongations are in the	TOTAL TOUGH OF THE CAMPETER	5210, 0110011 5011						191
Part	III Description of	Obligations. Complete for	the entire issue for	which th	is form is bei	ng file	d.		
	(a) Final maturity date	(b) Issue price	(c) Stated redempt	tion	(d) Weighted average maturity		(e) Y	iełd	
21	02/13/2020	\$ 131,806.86	5 \$	N/A	2.598 ve	ears		2.7	5 %
Part		eds of Bond Issue (includi		discount)			70.4333		2000
22		rued interest				. 2	2	N/A	
23		ue (enter amount from line 21,				. 2	3 \$1	31,806	86
24	•	issuance costs (including unde		1 1	\$375	00	30)		-
25		dit enhancement	·		N/A	1			
26		reasonably required reserve or			N/A	12	133		
27		ently refund prior issues	•	\vdash	N/A				
28		ince refund prior issues			N/A		27		
29		ugh 28)				- 2	9	\$375	00
30		s of the issue (subtract line 29					_	31,431	86
Part		Refunded Bonds. Complete					70	31,101	
31		ighted average maturity of the				>	N/A	v	ears
	_	ighted average maturity of the		-			N/A		
32	_					_	N/		ears_
33		which the refunded bonds will I		111) - 1		_	147	-	
34 Fan D		funded bonds were issued ► (C-1 11- 007700		om 8038-0	G (Bay 9	2011
rorr	aperwork neguçülen Ad	ct Notice, see separate instri	นดนอกร.		Cat. No. 63773S	r	7111 PACA	me fraga. 3	

Form 80	138-G (Rev	9-02:11	Page 2
Part	VI M	iscellaneous	
35	Enter th	e amount of the state volume cap allocated to the issue under section 141(b)(5)	. 35
36a		e amount of gross proceeds invested or to be invested in a guaranteed investment contr	
	(GIC) (s	ee instructions)	· 36a
Ь	Enter th	ne final maturity date of the GIC ▶	(2007)
C	Enter th	ne name of the GIC provider ►	
37	Pooled	financings: Enter the amount of the proceeds of this issue that are to be used to make it	oans
	to othe	r governmental units	. 37
38a	If this is	isue is a loan made from the proceeds of another tax-exempt issue, check box 🕨 🔲 and	d enter the following information:
b		ne date of the master pool obligation ▶	
С	Enter th	ne EIN of the issuer of the master pool obligation ▶	
d	Enter th	ne name of the issuer of the master pool obligation ▶	
39	If the is	suer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), ch	eck box 🕨 🗵
40	If the is	suer has elected to pay a penalty in lieu of arbitrage rebate, check box	
41a	If the is	suer has identified a hedge, check here ► ☐ and enter the following information:	
b	Name o	of hedge provider ▶	
C	Type of	f hedge ▶	
d		f hedge >	_
42	If the is	suer has superintegrated the hedge, check box	
43	If the i	ssuer has established written procedures to ensure that all nonqualified bonds of t	this issue are remediated
		ing to the requirements under the Gode and Regulations (see instructions), check box .	
44	If the is	suer has established written procedures to monitor the requirements of section 148, che	ck box ▶ 📙
45a	If some	portion of the proceeds was used to reimburse expenditures, check here 🕨 🔲 and ent	ter the amount
	of reim	bursement	
b	Enter tl	ne date the official intent was adopted ▶	
		Uniter penalties of perjury, I declare that I have examined this return and accompanying schedules and statemen	nts, and to the best of my knowledge
Signa	ature	and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issu process this belief, they are true, to the person that I have authorized above.	er's return internation, as necessary to
and		11011	and to County had-
Cons	ent		port, Jr., County Judge
		Signature of issuer's authorized representative Date Type or print n	arme and title
Paid		Print/Type preparer's name Preparer's signature Date	Check if
Prep	arer		self-employed
Use	Only		1's EIN ▶
		Firm's address ► Pho	ne no





CITY OF CORSICANA, TEXAS

February, 2015

Honorable H. M. Davenport Navarro County Judge 300 W. 3rd Avenue Corsicana, Texas 75110

Re: EMS Ambulance Contract

"CHIME The COM

Dear Judge Davenport:

Enclosed are two originals of the contract to provide Emergency Medical Services to Navarro County. Please execute both and return for Council approval.

Respectfully submitted,

Connie Standridge City Manager

Attachments

Contract for Ambulance Services

Between

The City of Corsicana, Texas And Navarro County, Texas

This Contract and Agreement entered into this ______ day of ______ by and between the City of Corsicana, Texas, (hereinafter referred to as CITY) and Navarro County, Texas (hereinafter referred to as COUNTY). The City of Corsicana and Navarro County are collectively referred to as the "Parties."

NOW, THEREFORE, for and in consideration of the premises and agreements herein contained and other good and valuable consideration, including the award of exclusive market rights (as defined within the "Definitions" section of this Contract) within the boundaries or areas wherein said COUNTY is legally entitled to make such award, the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agree as follows:

Section I. Definitions

The following definitions shall apply to terms as used throughout this Contract:

Agreement means this Contract.

ALS means Advanced Life Support, which is a term used in the State of Texas to define the nature and extent of the equipment, vehicles, and supplies provided and the training and skills of some or all of the personnel assigned to the service unit.

Ambulance Service Contractor means the City of Corsicana, Texas.

ANI/ALI means Automatic Number Identifier/Automatic Location Identifier which aids in identification of incoming calls.

Contract Service Area means the area encompassing the entire geographic area within the boundary of COUNTY and over which COUNTY is legally empowered to exercise franchise powers and local government authority, and may include areas of other participating jurisdictions which may choose to Contract with the COUNTY pursuant to a contract incorporating clinical standards and financial provisions consistent with those contained in this Contract and the *System Standard of Care* set forth within this Contract for service within County.

EMS is an acronym for Emergency Medical Service or Services.

EMS Service means that network of individuals, organizations, facilities and equipment, including but not limited to the CITY, whose combined participation is required to generate a clinically-appropriate, preplanned system-wide response to each request for pre-hospital care, emergency medical and transport services, invalid coach transportation, patient transfers, event and other stand-bys, and/or interfacility transport, so as to provide each patient a reasonable chance of survival without disability, and to also provide all residents reasonably convenient and accessible availability of non-emergency ambulance transportation.

Exclusive as applied and used regarding the provision of services within a local government jurisdiction in the State of Texas means certain rights, responsibilities, and duties granted to one or more providers of public services of a type which the local government might otherwise choose to provide by its own action or effort, but which is found and determined by the local governing body to better and more conveniently meet the needs of the public's necessity and convenience by provision through contractual or franchise agreements with appropriate regulations provided as to pricing, rates, level of service, and/or use of public facilities and infrastructure. Exclusive rights granted within this Contract means rights offered and regulated requiring the use of public facilities and infrastructure upon the determination by the local governing body that said service will be sufficient and most convenient to meet the total or comprehensive needs and necessities for the subject services within one or more geographic areas under the Jurisdiction of the local governing body and for which no finding of convenience or necessity can be made or perfected which might justify additional and reliable alternative providers of the same or similar service within the designated area of the Jurisdiction.

1st Response, 1st Responder, refers to that service and those units (e.g., fire department, emergency rescue, non-paramedic mutual aid, or other similar 1st responders) which provide initial stabilization and trained assistance on-scene and, when required, en route to medical facilities, as well as certain extrication and rescue services. In accordance with Priority Dispatch Protocols, a 1st response unit may be sent to all presumptively classified life-threatening calls within the CITY'S service area or the Contract Service Area.

Fractal Distributions as applied to EMS response times means responses reported using both minutes and fractions of a minute expressed in seconds without rounding or dropping seconds.

Medical Director means that Medical Director selected by the CITY who shall also be a Board Certified emergency physician.

Mutual Aid means the ambulance service or emergency response provided within the Contract Service Area by neighboring providers other than the CITY at the request of the CITY, pursuant to an agreement governing the exchange of service assistance when requested.

Participating Jurisdiction means any political subdivision or municipality within COUNTY, which enters into an Ambulance or Emergency Medical Service Contract with the CITY, whether independently or as a party to a multi-jurisdictional contract or interlocal agreement, when said contract with the CITY incorporates clinical standards and financial provisions consistent with the System Standard of Care set forth in this Contract.

System Standard of Care means the combined compilation of all priority dispatching protocols, pre-arrival instruction protocols, protocols for selecting designated hospital, standards for certification of pre-hospital care personnel, as well as standards governing requirements for onboard medical equipment and supplies, and licensure of ambulance services and 1st responder agencies.

Section II. Contract Overview

The objectives of this Ambulance (EMS) Service Contract include but are not limited to the following:

- A. To ensure, with the necessity of a public subsidy, continuous availability of clinically supervised and financially stable ambulance services throughout the COUNTY, which service shall, in addition to all other requirements specified herein, meet the following criteria:
 - 1. All 911 and 10-digit callers shall have direct referred contact with COUNTY dispatch center personnel;
 - 2. Generate an ambulance response to every request for service, 911 or otherwise;
 - 3. Provide ambulance transportation service to patients requesting transport to or from a medical facility, hospital, or similar care giving location within the COUNTY or from or to such facilities located outside the COUNTY and generally approved as to types of points of destination or origination within limitations set forth within the System Standard of Care, without regard to ability to pay, without resorting to hand-offs of patients to less capable crews, and without requesting or accepting payment at the time of services.
- B. To provide incentives for cost containment and performance in excess of the Contract requirements.
- C. To ensure a safe and orderly transition of providers of EMS services in the event the CITY ceases to provide that service for any reason.
- D. To serve as a model agreement for adaptation, separate approval, or multijurisdictional adoption by Participating Jurisdictions.

Section III. Overview of Roles and Responsibilities

The County shall recognize the Medical Director as defined in **Section I** of this Contract and empower that Medical Director to establish and periodically update the patient standard of care protocols, which govern system performance under both this Contract and applicable regulations.

The CITY shall serve as the exclusive (as defined within the **Definitions** section of this Contract) Ambulance and EMS service contractor for the unincorporated areas of the COUNTY.

Term. The initial term of this Contract will begin on February 1, 2015 and shall continue until October 1 of each subsequent year. The Contract shall automatically renew unless written notice of intent to terminate the Contract is received from either party on or before July 15th of the year the contract is to be terminated. In the event such notice is given, the Contract shall terminate on October 1st of the year such notice is given. The renewal of this Contract from one year to the next is contingent upon the parties' respective governing board appropriating and making available funding in the amount sufficient to honor and carry out the respective obligations hereunder. In the event a party fails to appropriate funding sufficient to carry out the obligations hereunder, this Contract shall terminate on the first day of the fiscal year of which such appropriation does not occur.

Section IV. Mutual Responsibilities and Understandings

- A. **Business Volume not Guaranteed.** COUNTY makes no representations, estimates, or predictions regarding the frequency of emergency medical requests which may originate within COUNTY or Participating Jurisdictions during the term of this Contract, or the percentage of such requests which may result in patient transport, or the volume of non-emergency ambulance requests which the CITY may receive.
- B. **Professional Conduct/Courteous Service.** CITY ambulance personnel, control center personnel, patient account managers shall conduct themselves in a professional and courteous manner at all times in the provision of services as is contemplated under this Contract. The CITY shall address and correct any departure from this standard of conduct.
- C. Use Own Expertise and Judgment. The CITY shall be entitled to use its own reasonable judgment in deciding how to carry out its obligations under the Agreement, including the methods to be employed to achieve and maintain

the levels of performance required by this Agreement. Such "methods" include compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which, taken together, comprise the CITY'S own strategies and tactics for performance under the terms of this Contract. By allowing the CITY to select, employ and change its production methods and levels of effort without COUNTY'S attempt to establish methodologies for the prosecution of the CITY'S work and by refraining from dictating specific levels of effort. COUNTY intends to allow the CITY to promote innovation, efficiency and superior levels of performance while placing upon the CITY the responsibility of developing and maintaining the means by which it will maintain compliance with its obligations under the terms and conditions of this Contract. The Parties hereto agree that the COUNTY does not and shall not have the ability or responsibility to exercise control over the CITY'S employees as they perform the CITY'S obligations and duties under this Agreement.

- D. Limits of Exclusivity. The COUNTY agrees to not enter into another contract while this contract is in affect for the provision of ambulance services, including emergency medical transportation, pre-hospital medical care, invalid coach service, patient transfers between medical and care giving destinations, and/or special events coverage and stand bys, originating within the area controlled by COUNTY.
- E. Assignment. In the event the CITY desires to assign this Contract to a third party, the CITY will give the COUNTY ninety (90) days written notice of such assignment prior to the effective date of the assignment of this contract. Any assignment agreement entered into by the City shall require the assignee to honor all of the obligations and duties of the City as are set forth herein. Upon receipt of the notice of assignment, the COUNTY may approve the assignment of the Contract by the City, or alternatively may provide notice to the City of intent to terminate this Contract the end of the ninety (90) day notice period. The County's right to terminate under this provision is separate and independent of the right to terminate as set forth elsewhere in this Contract.

Section V. Scope and Quality of Services

- A. Clinical Standards and Quality Improvement. The standard of clinical quality as set forth in the protocols adopted by the Medical Director and City EMS officers, as well as any clinical upgrade schedules to occur shall constitute contractually binding performance requirements under this contract.
- **B.** Response Time Reliability. The response time requirements set forth in this Contract shall constitute binding performance requirements. In this regard the

following definitions and protocols shall be employed for purposes of response time measurement, compliance and reporting.

- 1. **Definition.** Response time is herein defined as the elapsed time between the moment a request for ambulance service is received at the CITY Fire Department (i.e., the moment location and, when available a call back number, is determined, either by voice, by ANI/ALI 911 data transmission, or by public safety radio transmission) and the moment a first arriving fully equipped and staffed CITY EMS unit, Mutual-Aid unit, or a capable support medical helicopter arrives at the scene; provided that in order to "stop the clock", such first arriving unit be operated by the CITY or by an approved mutual-aid unit. For scheduled patient transfers, "time call received" shall be the agreed upon appointment time for patient pick-up. For unscheduled patient transfers (requesting response with less than 24 hour notice), the requested appointment time as negotiated by the CITY and the requesting party shall be used as "time call received."
- 2. Use of Mutual Aid Providers. Subject to a finding of the Medical Director that the clinical quality of care provided by a proposed mutual aid provider, or medically capable helicopter transport is deemed substantially equivalent to the quality of care required under this contract, such units operated by mutual aid providers responding at the CITY'S request to locations within the area controlled by the COUNTY which is party to this Contract shall be deemed to "stop the Clock" on behalf of the CITY. The City shall use reasonable efforts to maintain a sufficient network of mutual aid providers to provide EMS services to the Contract Service Area at times when City ambulance resources are strained or unavailable.
- 3. Methods of Measurement. Response time standards shall be established and response time performance shall be measured in terms of "fractal distributions" not average response time measurements. All response times shall be recorded by the CITY for services provided hereunder.
- 4. Call Classification. For purposes of response time measurement, the applicable standard shall be based on each request's presumptive run code classification to be included as protocols approved by the Medical Director.
- 5. Response Times. Response times are a combination of dispatch operations and field operations. The Parties agree that the CITY shall have discretion to decide the methods of providing 911 EMS Services under this Agreement; however, the Parties shall meet and confer quarterly to review the schedule of response times to ensure the services contemplated by this Contract are being provided to the COUNTY residents in a timely manner if requested by the COUNTY.

- a. Call Classification. COUNTY shall be primarily responsible for identifying and routing all 911 EMS classified calls within the Service Area covered by this contract.
- b. Calculation of Response Times. Except for responses which occur during periods of severe weather or during declared disasters (which are not to be included when calculating response times), EMS response times shall be calculated as follows: The time the call is dispatched shall be the second the CITY Fire Department is actually notified of the request. This is subtracted from the arrival time. (For all classifications of requests for services, the time "arrival on scene" shall be the time a fully equipped transport capable ambulance unit arrives at the location of the request for service. Arrival at the location of the request for service means the second the CITY unit notifies the communications center that it is on scene). The parties agree and understand that there may be certain isolated instances which prevent the City from meeting stated response times.
- C. Customer Service. The CITY shall maintain a high standard of Customer Service for dealing with all Patients and shall abide by all medical protocols established by the Medical Director, as such may be updated from time to time. The COUNTY may, through the Fire Chief or City Manager, request an investigation of any complaint of services provided by the CITY, pursuant to this CONTRACT. In such event, the Parties shall promptly meet and confer on such matters. The COUNTY may appoint a member to the Quality Assurance Team, consisting of the Fire Chief, the Medical Director and the EMS Coordinator, to investigate the complaint. The CITY being responsible for taking such actions as agreed upon by the Team to address such complaints or concerns.
- D. Records. The CITY shall prepare and maintain full and complete records of the EMS services it provides pursuant to this Contract, and shall manage and protect any confidential information (including but not limited to protected health information (PHI) of patients served by CITY) that is contained in such records in a manner compliant with applicable law and regulations. In the event such records are requested by a third party, the CITY shall produce such records in a manner that is fully compliant with applicable law. The CITY shall maintain such records for the time periods as prescribed in the CITY's records retention policies. COUNTY and CITY shall agree upon protocols and procedures for the sharing of such records with COUNTY as may be necessary for COUNTY to respond to legal demands for such records, including subpoenas and the like.
- E. Licenses and Certifications. CITY warrants that all persons providing EMS services under this Contract will be fully licensed and certified by all applicable regulatory agencies having jurisdiction over the provision of such services. In the event CITY is notified by any regulatory agency of any

investigation or potential violation of state or federal laws or regulations pertaining to the EMS services, CITY will provide prompt notice of such investigation or violation to COUNTY, and shall thereafter apprise COUNTY of the status of such investigation or violation as requested by COUNTY. Should COUNTY determine, in its sole discretion that the violations of state or federal laws or regulations in the provision of EMS Services by CITY is significant, or that such violations put the COUNTY's residents at risk, then upon such determinations, the COUNTY may terminate this Contract by providing at least thirty (30) days advance written notice to CITY.

Section VI. Considerations

The consideration to be conveyed to the CITY pursuant to this Agreement shall consist of the award of exclusive market rights as defined within the "Definitions" section of this Contract for the term of the Contract and an annual subsidy.

The SUBSIDY shall be as defined below.

The COUNTY agrees to pay to the CITY a subsidy (SUBSIDY), payable in quarterly installments. The SUBSIDY shall be determined by the CITY to approximate the shortfall, if any, between the amounts of revenue generated by the provision of services and the cost of providing such services The COUNTY agrees to an annual evaluation of the actual cost to provide the services contemplated in this Contract based on the formula shown in Exhibit A and the administrative costs as calculated in Exhibit B and agrees the difference between the actual cost and the COUNTY payment will be added or deducted from the first quarter payment of the following fiscal year. In like manner, the COUNTY will be credited any over payment of SUBSIDY if it is determined that it has overpaid the SUBSIDY for the prior year, based upon the assessment of costs for the services described above. The SUBSIDY for FY 2015 shall be \$335,000 to be completely paid by the COUNTY by October 1, 2015. The SUBSIDY for FY 2016 shall be \$405,000 to be paid in equal quarterly installments of \$101,250 during the COUNTY'S fiscal year. Thereafter, beginning with fiscal year 2017, the SUBSIDY agreed to by the PARTIES shall be payable in quarterly installments, on the last business day before January 1, April 1, July 1, and October 1. The CITY agrees to provide to the COUNTY, on an annual basis in March, financial reports regarding the provision of services by the CITY under this Agreement. At the end of each year, the CITY shall calculate the costs for providing the services based on the formula shown in Exhibit A, together with the administrative costs as calculated in Exhibit B and shall deliver the calculations to the COUNTY for review, so as to determine whether a true up amount is payable by the COUNTY or due to the COUNTY. The CITY will publish the amount of the subsidy by March 31st of each year, as calculated by the formulas set forth in Exhibits A and B. The CITY will provide all records utilized in calculating the SUBSIDY, as well as any true-up amounts calculated at the end of each year. The COUNTY will provide written notice of acceptance of the subsidy amount by July 15th of each year. If notice is not received in writing the contract will automatically terminate the following October 1.

The CITY agrees to provide quarterly reports including run count and average response time. There will be an opportunity to meet and confer regarding the service on a quarterly basis if requested by the COUNTY. The CITY agrees to provide notice to the COUNTY of rates to be charged for transports. The CITY will have sole discretion to set said rates

- A. Compliance with Laws. The services furnished by the CITY under this CONTRACT shall be rendered in substantially full compliance with all federal, state and local laws, rules and regulations. It shall be the CITY'S responsibility to determine which laws, rules and regulations apply to services rendered under this CONTRACT and to maintain compliance with those applicable standards.
- **B.** Severability. In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this Contract as if never contained herein and the remainder of this Contract shall remain enforceable.
- C. Headings. The paragraph headings contained in this Contract are solely for the convenience of the Parties and shall in no manner be construed as part of this Agreement.
- **D.** Choice Of Law and Venue. This Contract shall be governed by the laws of the State of Texas, and, in the event of litigation with respect to this Contract or any of its terms and conditions, venue shall rest in Navarro County, Texas.
- E. Entire Agreement. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein or set forth as an attachment or attachments to this Contract and identified as such within the body of this Contract document shall be valid or binding unless in writing signed by the Parties.
- **F.** Amendment. This Contract may be amended by writing upon the agreement of both Parties so as to conform to the law or any changes in the law and/or regulations applicable to the terms of this Contract.
- G. No Waiver. The failure of either party to insist upon the strict observance of performances of any provision of this Contract or to exercise any right or remedy as provided in this Contract shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Contract to the parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.

- Independent Contractor. Nothing in this Contract shall be construed to H. make either party the partner or joint venture of or with the other party. It is further agreed that in the performance of all obligations undertaken by CITY under this Contract, CITY is an independent contractor with the right to supervise, manage, control, and direct the performance of the Emergency Services required under this Contract. COUNTY shall look to CITY for results only and COUNTY shall not direct or oversee CITY or its agents, members, employees or volunteers in the delivery of such Emergency Services, or the manner, means, or methods by which the Emergency Services are performed or the manner in which CITY conducts its internal operations, except for financial and fiscal matters concerning CITY's receipt or Provided, however, the expenditure of COUNTY appropriated funds. COUNTY shall have the right to evaluate for its own purposes the appropriateness and sufficiency of the CITY's delivery of the Emergency Services required under this Contract.
- I. No Third Party Beneficiary. This agreement does not and is not intended to confer any rights or remedies upon any person other than the CITY and the COUNTY.

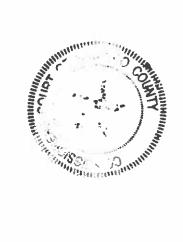
Section VII. Insurance and Indemnification

Insurance Requirements. At all times while this Agreement is in affect, the CITY shall obtain and maintain insurance, pay all premiums for such insurance and furnish an Accord Certificate of Insurance to the COUNTY, for the types of insurance specified below. The CITY shall furnish to the COUNTY an Accord Certificate of Insurance demonstrating that the types and amounts of insurance required hereunder are in full force and effect. The CITY shall also require that the insurance carrier give the COUNTY thirty (30) days written advanced notice of any cancellation, change, termination, failure to renew, or any change in coverage of any such policy or policies reflected on said certificate. Nothing in this section shall be deemed to prohibit the use of "self-insurance" as that term is normally used or to be a limitation upon the CITY regarding any deductibles it may choose in connection with any insurance policies it obtains pursuant to this Agreement. Insurance shall meet the following minimum requirements:

- 1. Worker's Compensation. Workers Compensation Insurance as permitted by the laws of the State of Texas, including a self-insurance plan if used, which shall provide coverage to all employees of the CITY assigned to duties related to or arising out of the performance of duties under this CONTRACT as required by law.
- 2. Commercial General Liability. Commercial general liability insurance in the amount deemed necessary by the CITY to provide coverage for occurrences or claims resulting from bodily injury (including death)



- and/or property damage caused or allegedly caused by the CITY in connection with the performance of its duties under this AGREEMENT.
- 3. Automobile Liability. The CITY shall maintain Automobile Liability insurance on all vehicles and drivers who carry out any of the CITY'S duties and obligations pursuant to this AGREEMENT.
- 4. **Malpractice Insurance.** Malpractice insurance in an amount deemed necessary by the CITY to provide coverage for any acts or omissions arising out of the provision of medical or health services pursuant to this AGREEMENT.
- 5. Submission of Policies. Said insurance policies required hereunder shall be submitted to the County Judge of the COUNTY. Satisfactory evidence that such insurance is at all times in full force and effect shall be furnished to the County Judge of the COUNTY, in the same form as delivered received by the CITY.
- 6. Indemnity. The CITY agrees to indemnify and hold harmless the COUNTY and its authorized commissioners, county judge and employees and agents, of and from any and all claims and causes of action brought by any person or entity against the COUNTY, arising out of or in any way connected with the performance by the CITY of its obligations and duties hereunder, or the failure to perform such duties and obligations, pursuant to this Agreement, including but not limited to claims arising out an alleged failure to adhere to or fulfill any clinical standards or procedures and regulatory claims for alleged violations of government regulations. It is the intent of the parties that this indemnity covers any claims, including negligence, gross negligence, and claims for injuries to persons or property, including employees, made by any person or entity against the COUNTY, incurred by the COUNTY in defending against such claims. In addition, the COUNTY agrees to indemnify and hold harmless the CITY, its authorized city councilmen, mayor and employees and agent, of and from any and all claims and causes of action brought by any person or entity against the CITY, arising from or in any way connected with the performance by the COUNTY of its obligations and duties, or the failure to perform such duties and obligations, pursuant to this Agreement, including, but not limited to, claims arising from an alleged failure to properly classify 911 calls. It is the intent of the parties that this indemnity covers any claims, including negligence, gross negligence, and claims for injuries to persons or property, including employees, made by any person or entity against the CITY, incurred by the CITY in defending against such claims.



NAVARRO COUNTY, TEXAS

By: Cov

H. M. Davenport, County Judge

County Clerk

CITY OF CORSICANA, TEXAS

By:_______Chuck McClanahan, Mayor

Attest:

City Secretary

EXHIBIT A

City of Corsicana EMS Subsidy Calculation Review as of 12/15/2014

2014 FYE Cash Deficit, excluding \$115,760 Transfer to General Fund (\$320,285 - \$115,760)	Total \$ 204,525.00
Transfer in from General Fund - City Contribution	280,000.00
County Contribution	275,000.00
Administrative Costs	463,787.00
EMS Fund True-Up Subsidy Calculation - FY 2014	\$ 1,223,312.00
	70% 30% City County \$ 856,318 \$ 1,223,312 \$ 366,994
EMS Fund True-Up Subsidy Calculation - FY 2014 - By Entity	\$ 857,000 \$ 1,224,000 \$ 367,000

EXHIBIT B

CITY OF CORSICANA

Computation Schedule Emergency Medical Services Fund Transfers To General Fund

Reimbursemen	t - E.	M.S.	Fund

			E	E.M.S. Operating Fund				
			Departmental Actual 2014	Calc. Percentage	Reimbursement Transfer To General Fd			
Gener	al Fund Departments:							
010	City Council		27,653	4.00%	\$	1,106		
020	Administration		257,837	6.00%		15,470		
030	Legal		118,989	4.00%		4,760		
050	Human Resources	(28 employees)	79,634	10.41%		8,289		
060	Civil Service	(27 employees)	60,025	25.71%		15,435		
080	Finance		529,857	15.00%		79,479		
120	Fire Department	Use of Fire & Rescue Personnel for EMS; housing/utilities/adm.	3,298,417	10.00%		329,842		
310	Information Technology		102,701	2.00%		2,054		
510	K-Wolens B I C		38,237	1.00%		382		
530	Maintenance Service Center		202,064	1.50%		3,031		
540	Municipal Buildings		262,614	1.50%		3,939		
					\$	463,787		